

INDIANA ATTORNEY GENERAL



REQUEST FOR PROPOSALS FOR MEDIA SERVICES

Date of Issuance:	March 30, 2009
Date Proposals Due:	April 30, 2009 12:00 PM EST
RFP #:	RFP-9-2
Contact:	Natalie Robinson Office of the Attorney General State House, Room 219 Indianapolis, IN 46204
Fax number:	(317) 232-7979
E-mail:	nrobinson@atg.in.gov

RFP-9-2
SECTION ONE
GENERAL INFORMATION AND REQUESTED PRODUCTS/SERVICES

1.1 INTRODUCTION

The Office of the Attorney General (OAG) is seeking marketing and communications services, as described herein. It is the intent of the OAG to solicit responses to this Request for Proposals (RFP) in accordance with the statement of work, proposal preparation section, and specifications contained in this document.

1.2 DEFINITIONS AND ABBREVIATIONS

Following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in the RFP, but they are more localized and defined where they appear, rather than in the following list.

IAC	The Indiana Administrative Code
IC	The Indiana Code
Proposal	A response to this RFP
Respondent	Person or entity making a proposal
Services	Work to be performed as specified in this RFP
Vendor	Any successful Respondent selected as a result of the procurement process to deliver the products and services requested by this RFP

1.3 PURPOSE OF THE RFP

The purpose of this RFP is to select a vendor that can meet the OAG's need for marketing and communications services. It is the intent of the OAG to contract with a vendor or vendors that can provide quality services.

1.4 SCOPE OF WORK AND RFP OUTLINE

This document contains the following information that may be useful to anyone wishing to submit a proposal:

Summary of Scope of Work:

The OAG seeks proposals for the provision of marketing and communications services. The scope of the services that are being sought through this RFP are fully described in Attachment A of this document.

The outline of this RFP document is as follows:

SECTION One -- A description of many factors affecting the proposal process and procedures.

SECTION Two -- A description of the required format and subject content of any acceptable proposals offered in response to this document.

SECTION Three -- A general discussion of the method that will be used by an evaluation team in selecting a Respondent to recommend to State officials with whom to enter contract negotiations.

Attachment A -- Scope of Work

Attachment B -- Indiana Boilerplate Contract Clauses

Attachment C -- MBE/WBE Subcontractor Commitment Form

Attachment D --Application for MBE/WBE Program Waiver
Attachment E -- Indiana Economic Impact Form

1.5 ISSUING OFFICE

In accordance with Indiana statute, the OAG has issued this RFP. The content has been prepared by the staff of the OAG. This RFP is being posted to the State of Indiana website (<http://www.in.gov/idoa/proc>). One copy of this RFP may be provided free of charge. A nominal fee will be charged for providing additional copies.

1.6 DUE DATE FOR PROPOSALS AND QUESTIONS

All proposals must be received at the address below by the OAG no later than **12 p.m. Eastern Time on April 30, 2009**. Each Respondent must submit one original (marked "Original") and four (4) complete copies of the proposal, including the transmittal letter and other related documentation as required in this RFP. No more than one proposal per Respondent should be submitted. Each copy of the proposal must follow the format indicated in SECTION Two of this document. Unnecessarily elaborate brochures or other presentations, beyond that sufficient to present a complete and effective proposal, are not desired. All proposals must be addressed to:

Natalie Robinson
Office of the Attorney General
State House, Room 219
Indianapolis, IN 46204

All proposal packages must be clearly marked with the RFP number, due date, and time due. Any proposal received by the OAG after the due date and time will not be considered. Any late proposals will be returned, unopened, to the Respondent upon request. All rejected proposals not claimed within 30 days of the proposal due date will be destroyed.

The State of Indiana accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

All proposals submitted to the State should be double-sided and printed on 30% post-consumer recycled content paper or tree-free paper. When possible, soy ink should be used.

Caution to Respondents about shipping/ mailing: United States Postal Express and Certified Mail are both delivered to the Government Center Central Mailroom and not directly to the designated department. It is the responsibility of the Respondent to make sure that solicitation responses are received by the OAG on or before the designated time and date.

Any questions regarding this RFP must be submitted in writing to Natalie Robinson at the above OAG mailing address no later than **12 p.m. Eastern Time on April 10, 2009**. Questions may also be submitted via fax (**317-232-7979**) or email nrobinson@atg.in.gov and must be received by the OAG by the time and date indicated above.

OAG personnel will assemble a list of the compiled questions asked by all Respondents. The responses will be distributed to all Respondents. Only answers signed by Natalie Robinson or designee will be considered official and valid by the State. No negotiations, decisions, or actions shall be initiated by any Respondent as a result of any verbal discussion with any State employee.

Inquiries are not to be directed to any staff member of OAG. Such action may disqualify Respondent from further consideration for a contract as a result of this RFP.

1.7 PRE-PROPOSAL CONFERENCE

It is the decision of the State that no pre-proposal conference is required for this RFP.

1.8 MODIFICATION OR WITHDRAWAL OF OFFERS

Responses to this RFP may be modified or withdrawn in writing or by fax notice received prior to the exact hour and date specified for receipt of proposals. The Respondent's authorized representative may also withdraw the proposal in person, providing his or her identity is made known and he or she signs a receipt for the proposal. Proposals may not be withdrawn after the proposal due date and time has passed.

Modification to or withdrawal of a proposal received by the OAG after the exact hour and date specified for receipt of proposals will not be considered. If it becomes necessary to revise any part of this RFP or if additional data is necessary for an exact interpretation of provisions of this RFP prior to the due date for proposals, a supplement will be posted by the OAG. If such addendum issuance is necessary, the OAG reserves the right to extend the due date and time of proposals to accommodate such interpretations or additional data requirements.

1.9 PRICING

The OAG requests the pricing associated with this RFP be a firm proposal price that must remain open and in effect for a period of not less than 180 days from the proposal due date.

Please refer to Attachment A for detailed information about the proposal pricing format and requirements. Respondents must include an estimated budget that breaks down costs for all services provided.

The OAG recognizes there are certain industry practices for service providers. However, the OAG encourages Respondents, in their responses to the RFP, to be as creative as possible regarding cost to the State, as cost efficiency for the State will be a consideration in determining whether a contract(s) will be awarded based on responses to the RFP and the selection of a service provider.

1.10 DISCUSSION FORMAT

The OAG reserves the right to conduct discussions, either oral or written, with those Respondents determined by the OAG to be reasonably viable to being selected for award. If discussions are held, the OAG may request best and final offers. The OAG will schedule all discussions. Any information gathered through oral discussions should be confirmed in writing.

The request for best and final offers may include:

- Notice that discussions are concluded.
- Notice that this is the opportunity to submit written best and final offers.
- Notice of the date and time for submission of the best and final offer.
- Notice that if any modification is submitted, it must be received by the date and time specified or it will not be considered.
- Notice of any changes in the OAG's requirements.

The OAG reserves the right to reject any or all proposals received or to award, without discussions or clarifications, a contract on the basis of initial proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint. The OAG reserves the right to reopen discussions after receipt of best and final offers if it is clearly in the State's best interest to do so and the OAG makes a written determination of that fact. If discussions are reopened,

the OAG may issue an additional request for best and final offers from all Respondents determined by it to be reasonably susceptible to being selected for award.

Following evaluation of the best and final offers, the OAG may select for negotiations the offers that are most advantageous, considering price or cost and the evaluation factors in the RFP.

The State also reserves the right to conduct clarifications to resolve minor issues. If only clarifications are sought, best and final offers may not be requested. The OAG retains sole authority to determine whether contact with Respondents is for clarification or discussion.

1.11 CONTRACT NEGOTIATIONS

After recommendation of a selected Respondent, contract negotiations will commence. The contract will include the State's standard boilerplate clauses, which are set forth in Attachment B of this document. The parties will negotiate the scope of services and consideration. If at any time the OAG determines that contract negotiations are ineffective, the OAG will cease all activities with that Respondent and begin contract negotiations with the next highest ranked Respondent. This process may continue until either both the Respondent and the State of Indiana execute a completed contract, or the OAG determines that no acceptable alternative proposal exists.

1.12 TYPE AND TERM OF CONTRACT

The State of Indiana intends to sign a personal services contract with one or more Respondent(s) to provide the services listed in this RFP.

The term of this contract shall be for a period not to exceed four (4) years from the date of contract execution with the potential for the contract to be renewed.

1.13 CONTRACT OBLIGATIONS

Attachment B of this document contains the standard State boilerplate clauses that will be a part of any contract awarded, as is more fully explained in section 2.3.6 below. Although the State anticipates that any Respondent submitting a proposal will provide the major portion of the services, subcontracting by the Respondent is acceptable in performing the requirements of this RFP. However, the Respondent must obtain the approval of the OAG before subcontracting any portion of the project's requirements. The Respondent is responsible for the performance of any obligations that may result from this RFP and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and outline the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal. This RFP is subject to the Minority Business and Women's Enterprise Program. The requirements are explained elsewhere in the RFP.

Any subcontracts entered into by the Respondent must be in compliance with all State of Indiana statutes and be subject to the provisions thereof. For each portion of the proposed products and services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be

made available upon request for inspection and examination by appropriate State officials and such relationships must meet with the approval of the State.

1.14 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Indiana Access to Public Records Act (APRA), IC 5-14-3 *et seq.*, and, after the contract award, may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the Indiana Public Records Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the transmittal letter and on the outside of that envelope that confidential materials are included. The Respondent must also specify which statutory exception provision applies. The State reserves the right to make determinations of confidentiality. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to the Indiana Public Records Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the Respondent. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, the State will remove the proposal from consideration for award and return the proposal to the Respondent. The State will not determine prices to be confidential information.

1.15 STATE OF INDIANA OBLIGATIONS

The State of Indiana accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

The State of Indiana creates no obligation, expressed or implied, by issuing this RFP or by receipt of any responses submitted pursuant hereto. The award of any contract(s) as a result of this RFP shall be at the sole discretion of the OAG. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

1.16 CONTRACT COMPONENTS

Any or all portions of this RFP and normally any or all portions of the Respondent's response may be incorporated by reference as part of the final contract. Proprietary or confidential material submitted properly (see SECTION 1.14) will not be disclosed.

1.17 PROPOSAL LIFE

All proposals made in response to this RFP must remain open and in effect for a period of not less than 180 days after the due date for proposals. Any proposal accepted by the State for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by the State.

1.18 TAXES

The State of Indiana is exempt from most state and local taxes and many federal taxes. Proposals should not include any tax from which the State is exempt. The State will not be responsible for any taxes levied on the Respondent as a result of the contract resulting from this RFP.

1.19 SECRETARY OF STATE REGISTRATION

If awarded a contract, the Respondent will be required to register, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. Information concerning registration with the Secretary of State may be obtained by contacting:

Secretary of State of Indiana
Corporation Division

302 West Washington Street, E018
Indianapolis, IN 46204
(317) 232-6576
www.in.gov/sos

It is each Respondent's responsibility to register prior to the initiation of any contract discussions.

1.20 EQUAL OPPORTUNITY COMMITMENT and MINORITY & WOMEN'S BUSINESS ENTERPRISE PARTICIPATION

The OAG believes that there is a reasonable expectation of minority and women's business enterprise participation in this contract, and Respondents will be expected to comply with the regulations set forth in 25 IAC 5-5.

In accordance with 25 IAC 5-5, the respondent is expected to submit with its proposal a MBE/WBE Subcontractor Commitment Form (Attachment C of this document). The Form must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at <http://www.in.gov/idoa/2352.htm>. If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety or complete an application for waiver.

Compliance with this requirement will be taken into consideration during the evaluation phase of the RFP process. Please note that the OAG and the Indiana Department of Administration reserve the right to verify all information included on the MBE/WBE Subcontractor Commitment Form.

Respondents are encouraged to contact and work with the Minority Business and Women's Enterprise Division of the Indiana Department of Administration at 317-232-3061 to design a subcontractor commitment as referenced in this solicitation.

1.21 AMERICANS WITH DISABILITIES ACT

The Respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225).

1.22 SUMMARY OF MILESTONES

The following timeline is only an illustration of the RFP process. The dates associated with each step are not to be considered verbatim. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change. At the conclusion of the evaluation process all Respondents will be informed of the evaluation team's findings.

<u>ACTIVITY</u>	<u>COMPLETION DATE</u>
Respondent inquiry period ends	April 10, 2009
Final State responses to inquiries	April 15, 2009
Proposal submission date	April 30, 2009
Notice of discussions*	TBD
Discussions*	TBD
Request for best and final offers (BAFO)*	TBD
Receipt of best and final offers*	TBD

Proposal evaluation completed*	TBD
Notify selected Finalist	May 15, 2009
Finalist's Creative Presentations	May 22, 2009
Notify selected Respondent	May 26, 2009
Contract negotiations begin*	May 26 2009
Contract negotiations end*	May 28, 2009
Negotiated contract readied*	May 29, 2009
Contract signed by Respondent*	June 1, 2009
State review begins*	June 2 2009
Receipt of State approval*	June 5, 2009

** These dates are subject to the determination of the need for discussions. If discussions are not required, the process could reach a completion date at least four weeks earlier than the listed date for contract signature.*

SECTION TWO PROPOSAL PREPARATION INSTRUCTIONS

2.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is documented in this RFP. All Respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the Respondent's proposal or the proposal may be rejected.
- The transmittal letter should be in the form of a letter. The business and technical proposals must be organized under the specific section titles as listed below.
- The OAG may, at its option, allow all Respondents a five-calendar-day period to correct errors or omissions to their proposals. Should this necessity arise, the OAG will contact each Respondent affected. Each Respondent must submit written corrections to the proposal within five calendar days of notification. The intent of this option is to allow proposals with only minor errors or omissions to be corrected. Major errors or omissions, such as the failure to include prices, will not be considered by the OAG as a minor error or omission and may result in disqualification of the proposal from further evaluation.

2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following topics except those specifically identified as "optional."

2.2.1 Summary of Ability and Desire to Supply the Required Products and Services

The transmittal letter must briefly summarize the Respondent's ability to supply the requested products and services that meet the application requirements defined in SECTION Three of this RFP. The letter must also contain a statement indicating the Respondent's willingness to provide the requested products and services subject to the terms and conditions set forth in the RFP including, but not limited to, the State's mandatory contract clauses.

2.2.2 Signature of Authorized Representative

A person authorized to commit the Respondent to its representations and who can certify that the information offered meets all general conditions including the information requested in SECTION 2.3.4, must sign the transmittal letter. Such person's authority to so act must be consistent with the information contained in SECTION 2.2.1 of this RFP. **In the transmittal letter please indicate the principal contact for the proposal along with an address, telephone and fax number as well as an e-mail address.**

2.2.3 Respondent Notification Request

Unless otherwise indicated in the Transmittal Letter, Respondents will be notified via e-mail.

It is the Respondent's obligation to notify the OAG of any changes in address that may have occurred since the origination of this solicitation. The OAG will not be held responsible for incorrect vendor/contractor addresses.

2.2.4 Other Information (optional)

This item is optional. Any other information the Respondent may wish to briefly summarize will be acceptable.

2.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics except those specifically identified as “optional.”

2.3.1 General (optional)

This optional section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant or important to the State’s successful acquisition of the products and services requested in this RFP.

2.3.2 Respondent Company Structure

The legal form of the Respondent’s business organization, the state in which incorporated (if a corporation), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this section. If the organization includes more than one product division, the division responsible for the development and marketing of the requested products and services in the United States must be described in more detail than other components of the organization.

2.3.3 Company Financial Information

This section must include the Respondent’s financial statement, such as an income statement or balance sheet, for each of the three most recently completed fiscal years. The financial statements must demonstrate the Respondent’s financial stability. If the organization includes more than one product division, separate financial statements must be provided for the division responsible for the development and marketing of the requested products and services.

2.3.4 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating that the CEO and/or CFO has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to the OAG in considering corporate responsibility, which are mandatory, include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the firm assures board integrity, the separation of audit functions and consulting services. The OAG will consider the information offered in this section to determine the responsibility of the offeror per IC 5-22-16-1(d).

The Sarbanes Oxley Act of 2002, H.R. 3763, is NOT directly applicable to this procurement; however, its goals and objectives may be used as a guide in the determination of corporate responsibility for financial reports.

2.3.5 Facilities and Resources

The Respondent should include information with regard to the organization's resources that it deems advantageous to the successful provision of the requested products and services. This might include management capabilities and experience, technical resources, and operational resources not directly assigned to this project, but available if needed.

The Respondent should also include a detailed description of the Respondent's billing and invoicing process, including the staffing of the division or section responsible for billing. The description should include Respondent's invoicing capabilities and examples of the types of invoices that can be provided to the OAG for the requested services and products.

2.3.6 Required Contract Clauses

Indiana law requires the inclusion of certain language in all contracts. Also, the nature of the products and services requested in this RFP may present a need for the inclusion of certain commitments in any contract resulting from this RFP. Attachment B of this document contains the State's boilerplate clauses. Some clauses may not be applicable to this RFP.

NOTE: Those clauses that are mandatory are as follows:

- Compliance with Laws
- Drug-Free Workplace Certification
- Funding Cancellation
- Ownership of Documents and Materials
- Payments
- Nondiscrimination
- Non-Collusion and Acceptance

Respondents should review these clauses in detail because a specific agreement to these clauses is required in the Transmittal Letter. If a Respondent wishes to suggest alternative wording for one or more of these mandatory clauses without changing the intent, these suggestions may, at the Respondent's option, be documented in this section of the Business Proposal. The Respondent's suggested language will be considered by the OAG during the contract negotiation process. The OAG's willingness to consider alternative language does not change the requirement that the Respondent agree in the Transmittal Letter to the acceptance of the State mandatory clauses as written.

Attachment B also includes a number of desirable clauses that the State seeks to include in any contract resulting from this RFP but which it does not consider mandatory. For each of these desirable clauses, the Respondent should either indicate that the desired clause is acceptable as worded; suggest specific alternative wording to address issues raised by the specific clause; or indicate the desired clause is unacceptable and state why. Any language required by a Respondent that is unacceptable to the State may lead to the rejection of that Respondent's proposal.

2.3.7 Pricing and Charges

The OAG requests the pricing associated with this RFP be a firm proposal price that must remain open and in effect for a period of not less than 180 days from the proposal due date as well as any extensions agreed to in the course of contract negotiations.

Respondents should refer to Attachment A of this document for a description of cost proposal and pricing requirements.

2.3.8 References

The Respondent should include a list of at least five (5) clients for whom the Respondent has provided products and services that are the same or similar to those products and services requested in this RFP. Any state government for whom the Respondent has provided these products and services should be included; also to be included should be clients with locations near Indianapolis, as site visits may be arranged. Information provided should include the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information. The more similar the referenced products and services are to those requested in this RFP, a greater weight may be attached to the references in the OAG's evaluation process.

2.3.9 Registration to do Business

If awarded the contract, the Respondent will be required to be registered, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. The address contact information for this office may be found in SECTION 1.19 of this RFP. This process must be concluded prior to contract negotiations with the OAG. It is the successful Respondent's responsibility to complete the required registration with the Secretary of State. The Respondent must indicate the status of registration, if applicable, in this section of the proposal.

2.3.10 Authorizing Document

Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

2.3.11 Subcontractors

The Respondent must list any subcontractor's name, address and state of incorporation that are proposed to be used in providing the required products and services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these

responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority or Women Owned Business under IC 4-13-16.5-1. See SECTION 1.20 and Attachment C of this document for Minority and Women Business information.

2.3.12 Respondent Contract Requirements (optional)

This section is optional. If the Respondent wishes to include any language other than that discussed in the Business Proposal, this language should be included in this section. For each clause included in this section, the Respondent should indicate that the clause is required by the Respondent in any contract resulting from this RFP and why it is required (if the required clause is unacceptable to the State, the Respondent's proposal may be considered unacceptable) or indicate that the clause is desired (but not required) by the Respondent in any contract resulting from this RFP.

2.4 TECHNICAL PROPOSAL

The Technical Proposal must be divided into the sections as described below. Every point made in each section must be addressed in the order given. The same outline numbers must be used in the response. RFP language should not be repeated within the response. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material. The referenced document must be included as an appendix to the technical proposal with referenced sections clearly marked. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the OAG.

Proposals must be responsive to and contain all of the following information:

2.4.1 General Information

- Respondent's legal name, address, phone and fax numbers and year established. Provide a brief history.
- State number of staff members and the range of services offered. Include names and resumes of all individuals who would directly manage the project and the work they currently perform for the Respondent.
- Respondent will dedicate at least three (3) staff members to this project.
- Respondent demonstrates the ability to manage a selection of staff and subcontractors (if used).
- Identify any services that may be subcontracted. Identify subcontractors.

2.4.2 Prior Experience

- Demonstrate the ability to provide the services described in Attachment A.
- Demonstrate extensive experience in similar or relevant services.
- Describe in detail at least two (2) examples of similar projects undertaken. These must be examples of previously completed work.

2.4.3 Financial and References

- Identify three (3) current clients and a minimum of three (3) former clients, including contact names and phone numbers.
- Describe the method of handling accounts.
- Describe the transition process when and if personnel change on the project.
- Provide Respondent's standard fee structure.
- State total billings for the last calendar year.
- Submit a letter of reference from a financial institution.

2.5 MINORITY & WOMEN'S BUSINESS ENTERPRISE PARTICIPATION PLAN

A properly completed and signed MBE/WBE Subcontractor Commitment Form (Attachment C of this document) or Application for MBE/WBE Program Waiver (Attachment D of this document) must be included as part of the proposal. Please note that Respondent's claims for participation will be validated prior to contract award.

2.6 INDIANA ECONOMIC IMPACT

All companies desiring to do business with state agencies must complete an "Indiana Economic Impact" form (Attachment E of this document). The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the state.

2.7 BUY INDIANA INITIATIVE/INDIANA COMPANY

It is the Respondent's responsibility to confirm its Buy Indiana status for this portion of the process. If a Respondent has previously registered its business with IDOA, go to <http://www.in.gov/idoa/2464.htm> and click on the link to update this registration. Click the tab titled Buy Indiana. Select the appropriate category for your business. Respondents may only select one category. Certify this selection by clicking the check box next to the certification paragraph. Once this is complete, save your selection and exit your account.

Respondents that have not previously registered with IDOA must go to <http://www.in.gov/idoa/2464.htm> and click on the link to register. During the registration process, follow the steps outlined in the paragraph above to certify your business' status. The registration process should be complete at the time of proposal submission.

Defining an Indiana Business:

"Indiana business" refers to any of the following:

- (1) A business whose principal place of business is located in Indiana.
- (2) A business that pays a majority of its payroll (in dollar volume) to residents of Indiana.
- (3) A business that employs Indiana residents as a majority of its employees.

Respondents claiming this status must indicate which of the provisions above qualifies them as an Indiana business. They must also fully complete the Indiana Economic Impact Form (Attachment E) and include it with their response.

The following is the policy concerning items 4 & 5 described below. Appropriate documentation must be provided with your proposal response supporting either claim made below:

- (4) A business that makes significant capital investments in Indiana.
- (5) A business that has a substantial positive economic impact on Indiana.

Substantial Capital Investment:

Any company that can demonstrate a minimum capital investment of \$5 million or more in plant and/or equipment or annual lease payments of \$2.5 million or more shall qualify as an Indiana business under category #4. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

Substantial Indiana Economic Impact:

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR); it shall qualify as an Indiana business under category #5. If a Respondent needs assistance in determining if its business qualifies under this criterion, please send an email inquiry to buyindianainvest@idoa.in.gov and you will receive a response within forty-eight (48) hours. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

SECTION THREE PROPOSAL EVALUATION

3.1 PROPOSAL EVALUATION PROCEDURE

OAG staff shall act as the proposal evaluation team. This team will be responsible for evaluating proposals with regard to compliance with RFP requirements and making a final recommendation using the evaluation criteria described in SECTION 3.2.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- 3.1.1 Each proposal will be evaluated for form on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements will normally be eliminated from consideration. Respondents should note that agreement to the State's mandatory contract clauses is required in the Transmittal Letter and will be evaluated for such under the form category.
- 3.1.2 Each proposal will be evaluated on the basis of the categories included in SECTION 3.2. A point/percentage score will be established for each category.
- 3.1.3 If technical proposals are close to equal, greater weight could be given to price.
- 3.1.4 Based on the results of this evaluation, the qualifying proposal(s) determined to be the most advantageous to the OAG, taking into account all of the evaluation factors, may be selected by the OAG for further action, such as contract negotiations. If, however, the OAG decides that no proposal is sufficiently advantageous, it may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, the OAG may begin contract preparation with the next qualified Respondent or determine that no such alternate proposal exists.

3.2 EVALUATION CRITERIA

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the RFP in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The percentage of the total point score associated with each category is indicated following the category name.

3.2.1 Financial Stability (15%)

Respondent has been in business for at least three (3) years or has a line of credit of at least \$250,000 and is financially stable. Documents required to show financial stability include audited financial statements and reference letter from a financial institution.

3.2.2 Human Resources (10%)

Respondent will dedicate at least three (3) staff members to this project.

3.2.3 Management Ability (15%)

Respondent demonstrates the ability to manage a selection of staff and subcontractors (if used).

3.2.4 Qualifications (15%)

Respondent demonstrates the ability to provide marketing and communications services.

3.2.5 Experience and Expertise (15%)

Respondent demonstrates experience and expertise in providing the needed marketing and communications services.

3.2.6 Understanding of Needs (15%)

Respondent demonstrates an understanding of the needs of the OAG as demonstrated in the proposal.

3.2.7 Pricing and Fee Structure (15%)

Respondent has a creative fee structure that will result in a contract that is cost-efficient for the State of Indiana.

3.2.8 Minority & Women's Business Participation Commitment (pass/fail)

3.2.9 Indiana Economic Impact (pass/fail)

3.2.10 Buy Indiana (pass/fail)

All proposals will be reviewed by members of the OAG. References may be contacted. It is possible that persons participating in the selection process will interview finalists. The Attorney General or his designee will, in the exercise of his sole discretion, determine which proposals offer the best means of servicing the interests of the State. The exercise of this discretion will be final.