REQUEST FOR APPLICATIONS

FOR

Business Service Training

Released by:
Indiana Department of Workforce Development
1/13/2017

Proposal Submission Due: 10:00 a.m. EST, February 10, 2017
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Section I – Introduction
The Indiana Department of Workforce Development (IDWD) is issuing a Request for Applications (RFA) to select a qualified provider to design and deliver Business Services and Employer Engagement professional development to IDWD and regional field operations staff in accordance with the scope of work, proposal preparation section, and specifications contained in this document. It is the intent of IDWD to select one provider to provide statewide services as outlined in the scope of work (section II). This RFA is being posted to the IDWD website for downloading. Neither this RFA nor any response (application) submitted hereto are to be construed as a legal offer.

The Indiana Department of Workforce Development (IDWD) is committed to developing a premier workforce that will allow Indiana employers to flourish and entice businesses from outside our state to relocate to Indiana. In doing so, IDWD recognizes that it must create and administer programs that will enable Indiana’s workforce to be the finest in the nation for Indiana’s employers now and in the future.

This is done by creating employer-driven data that assesses not only employers’ present workforce needs, but looks 3, 5, and 10 years down the road to determine future workforce needs and address them in real time. IDWD recognizes that it must also ensure that its WorkOne customers and students have fulfilling work they can succeed at waiting for them upon the completion of earning their certifications or degrees.

IDWD will require training for its WorkOne employees that is business service and employer engagement oriented. WorkOne position job descriptions will clearly state these services as the main tenants of their job function.

WorkOne staff will have several functions with which they will need to be appropriately trained on in order to achieve DWD’s stated goals. They are to act as liaisons between the business community and the job seeker in order to provide services to meet employers’ needs. These needs and how to address them will be outlined below.

At the end of training, these staff members should be fully prepared to take on new, enhance existing, and develop an untapped engagement level that meets the needs of both employers and job seekers. They should have a plan developed, in writing that allows them to visually see their next steps to take back to their home offices and put into action immediately following training.

This training will be procured after the Request for Application (RFA) is created and responses received and scored.

Interested and qualified applicants will submit a proposal outlining the development program to be delivered to IDWD along with a proposed budget.
Section II – Scope of Work

The purpose of this RFA is to select a provider that can satisfy the IDWD need for the provision of business service and employer engagement professional development services to all Indiana Workforce Regions and their selected field staff. See Appendix A for IDWD Workforce Economic Growth Regions. IDWD will be seeking one provider to provide statewide coverage.

Selected provider will:

I. Conduct a needs assessment and analysis regarding the professional development (PD) criteria outlined in this document
II. Collaboratively develop PD plans with selected IDWD staff and/or regional operations staff
III. Document the research/evidence used for all PD plans
IV. Incorporate the usage of archive-capable digital technologies into all PD plans
V. Coordinate timeline and step-by-step PD development with IDWD leadership staff
VI. Make recommendations regarding delivery models and PD content based on aforementioned needs analysis
VII. Provide digital PD materials during and post-delivery that are capable of being stored on any password protected IDWD staff training portal for indefinite use by current and future staff
VIII. Coordinate a PD calendar and schedule of events, locations (digitally and/or in person)

A. Topics for Training

Holistically, employer engagement and providing elite business services to the employer customer. This is achieved through several core topics, with a description of what the trainee should understand upon completion to follow.

1. Business services and Career Pathways

Needs will include but are not limited to:

I. Understanding LMI (Labor Market Information) and where it can be found (using Hoosiers by the Numbers and Indiana Career Connect)
   o Log into and use LMI to find data on declining and up and coming jobs on Hoosiers by the Numbers (make a worksheet to measure competency in being able to find those opportunities)
   o Create a mock client in ICC who wants to live in a certain area in their region and walk that person through the best opportunities for employment using the ICC Labor Market Facts area

II. Translating data into real-life application for employers and job seekers
   o Role play with fellow staff to go through an example of how someone might use LMI to educate a job seeker on an opportunity
   o Role play using LMI with an employer looking to fill a bulk of positions to give them a real-world depiction of the labor market they’ll be hiring from

III. Understanding the sector approach to career pathways
   o Trainees should view career pathways from the employer end versus the job seeker.

IV. Creating a career pathways plan fit for their community’s climate that will benefit business and job seekers immediately at the completion of training

2. The importance of sector strategies
Under WIOA (Workforce Innovation and Opportunity Act), strong sector strategies are vital to the successful customer service as it relates to both the business and job seeker communities. Upon completion, trainees should be prepared to have a confident plan in developing sector strategies based on employer needs within their own communities. Needs will include but are not limited to:

I. Defining sector planning, partnerships, and strategies
   - Define sector planning and give real-world example from a region
   - Define sector partnerships, who is involved, and give a real-world example
   - Define sector strategies and have trainees come up with an example from their region using real business and community entities with which they partner

II. Understanding sector strategies in the WorkOne
    - Trainees need to come away with a step-by-step action plan they can put into effect the moment they go back to their offices

III. Coordinating agency partnership to meet these sector strategy needs
     - Learn what partnerships are in their area and make a list of them to reach out to

IV. Create a real-life action plan addressing the needs of their specific community

3. Market the employer and the WorkOne services

Needs will include but are not limited to understanding how to:

I. Exemplify employer attested needs that also meet the job seeker’s
   - List employability skills as identified by Indiana employers
   - Ask open ended questions to determine job seeker’s employment motivations

II. Sell WorkOne services as it relates and provides benefit to the employer.
    - Trainees receive coaching on how to sell WorkOne services versus simply stating what WorkOne and/or the employer offer

III. Identify and prospect businesses that are unaware of the services available
     - Use ICC in identifying which businesses are not using the system as optimally as possible
     - Reach out to those employers based on their needs that staff has pinpointed

IV. Understand appropriate uses of new media and technology to form customer partnerships
    - Delve into using social media platforms like LinkedIn, Twitter, and Facebook to help market WorkOne services
    - Give concrete ideas on how to reach out to and connect with employers on those platforms

V. Create a plan capable of meeting these needs within their own business communities
    - Trainees should have a documented plan for how to immediately address the needs identified in this training

4. Employer Engagement in the WorkOne

Upon completion of these modules, trainees should understand Wagner Peyser and Labor Exchange program implementation principles and strategies as they relate to business and economic development intelligence. Needs will include but are not limited to:
I. Defining and explaining the business is the primary customer
   o Learn how to engage businesses first, such as cold calling principles, open ended questions to employers, and why the employer is now the primary customer

II. Understanding employer’s role in our customer service
   o Staff should be re-introduced to creating appropriate job orders
   o Should go through the process of referring appropriate job seekers with appropriate resumes and skills to job orders

III. Accentuating the importance of business services as they relate to job seeker needs
   o Learn how to discuss local employer needs with the job seeker that the job seeker may not come in either knowing about or being interested in
   o Learn how to help job seekers make resumes that fit what local employers in their area are intending to see when hiring

B. Outcomes

I. Upon completion of every module topic, staff should have a tangible, ready-for-review action plan for how they will immediately implement what they have learned in their current job role
   a. Staff will need to have 30 and 60 day checklist and plans for how they will put the training to use in their job role, whether it be working with employers or working from the job seeker

II. Analyze the effectiveness of training using both quantitative and qualitative data.

III. Develop a survey to measure the self-attested competency the trainees have upon completing the training as well as in relation to the individual modules. Open-ended answers should be a part of this assessment.
   a. Selected provider will need to deliver metrics that show how staff felt about the training, the strengths, and the weaknesses of it

IV. Chosen provider will provide IDWD with reports on completion of scope of work items.

V. Chosen provider will also document all research/evidence used in PD.

C. Timelines

I. 14 days: needs assessment created

II. 45 Days: PD material created, reviewed, and delivered

III. 90 Days: Report provided to IDWD leadership

D. Resources Used

IDWD will provide information on any custom resources to be used within training, including but not limited to:

I. Hoosiers by the Numbers website

II. INgage (CRM-Customer Relationship Management) website and software

III. Central Demand Driven Workforce System website

IV. Indiana Career Connect (case management and labor exchange system)

V. WorkOne Staff Resource Portal
Selected Provider Will:

I. Provide specific reports agreed upon by provider and IDWD staff to IDWD leadership following the conclusion of the PD items addressed on this Scope of Work

Pricing submitted on this RFA must be firm and remain open for a period of not less than 180 days from the application due date. There is no baseline cost for this RFA. Respondents should propose a budget for the activities described in the Scope of Work. The chosen provider will invoice DWD according to negotiated and agreed upon terms.

Section III – Application Content

A. PROVIDER NARRATIVE
The provider narrative may not exceed 5 pages in length. The narrative must address the following topics:

1. General Info/History of Respondent
This section should cover all important history and development of the organization to date, along with the organizational chart including Board of Directors and any other affiliates. This section of the narrative should be used to cover all important organizational history and your agency’s experience with Adult Education and Workforce Development programs/projects including any experience in designing and delivering training for these or similar entities.

2. Collaboration
Respondents must describe their ability and experience with working with a full array of participants in a collaborative manner. This should include work with state agencies in general, employers, adult education providers, other community based organizations, and adult learners from diverse backgrounds. Work done in collaboration with and for similar entities should be included.

3. Qualifications and Staffing
Proposals should include at least 3 examples of providing this type of work and document the working knowledge and experience that qualifies an entity to apply to this RFA. Proposals should address the applicant’s staffing plan for this project. This should include an organizational chart for this project. Plans should indicate the roles/titles and associated biographies/resumes of the assigned staff as well as the percent of total time each staff will dedicate to this project. Proposals should include any identified functions that may or will be subcontracted. If a subcontractor has been identified, proposal should include role/title, associated bio/resume and how subcontractors fit into the organizational chart for this project.

B. SERVICE NARRATIVE
Responses to Section B should be filled out using Appendix D, Service Narrative.

C. COSTS NARRATIVE
Using the Scope of Work in this RFA, provide your total costs under this grant. Provide a line item budget for all costs required to implement the work plan effectively. Budget should include any relevant discounts or in-kind expenses. In addition, provide a brief narrative to support and explain the information listed in the line item budget. Explain how each cost in the budget summary was determined (e.g., staff position X estimated hours per month X hourly rate). Pricing should be all inclusive.

Section IV – Proposal Instructions and Information

A. QUESTION/INQUIRY PROCESS
All questions/inquiries regarding this RFA must be submitted in writing by the deadline of January 25, 2017 at 10:00 am (Eastern). Questions/Inquiries may be submitted via email to FieldOperations@dwd.in.gov and must be received by the Indiana Department of Workforce Development (IDWD) by the time and date indicated above.

Following the question/inquiry due date, IDWD personnel will compile a list of the questions/inquiries submitted. The responses will be posted to the IDWD website according to the RFA timetable established below. Only answers posted on the IDWD website will be considered official and valid by the State. No Respondent shall rely upon, take any action, or make any decision based upon any verbal communication with any State employee.

If it becomes necessary to revise any part of this RFA, or if additional information is necessary for a clearer interpretation of provisions of this RFA prior to the due date for proposals, an addendum will be posted on the IDWD website. If such addenda issuance is necessary, the IDWD may extend the due date and time of proposals to accommodate such additional information requirements, if required.

B. DUE DATE FOR PROPOSALS
To be considered, proposals must be electronically delivered to the address below, no later than 10:00 am (Eastern) on February 10, 2017. Respondents must email an electronic submission to DWD at FieldOperations@dwd.in.gov. Any proposal not submitted by the above date/time will not be considered.

C. PROPOSAL CLARIFICATIONS AND GRANT DISCUSSIONS
The State reserves the right to request clarifications on proposals submitted to the State. The State also reserves the right to conduct proposal discussions, either oral or written, with Respondents. These discussions could include requests for additional information, requests for cost or technical proposal revision, etc. Additionally, in conducting discussions, the State may use information derived from proposals submitted by competing Respondents only if the identity of the Respondent providing the information is not disclosed to others. The State will provide equivalent information to all Respondents which have been chosen for discussions. Discussions, along with negotiations with responsible Respondents may be conducted for any appropriate purpose.
The Indiana Department of Workforce Development or its appointed representatives will initiate and facilitate all discussions. Any information gathered through oral discussions must be confirmed in writing.

D. TYPE AND TERM OF GRANT
The State intends to sign a grant with a single Respondent to fulfill the requirements in this RFA. The term of the grant shall be for a period of 22 months, beginning **April 1, 2017, and ending June 30, 2018**. The State may exercise the option to extend grants for up to two additional years.

E. CONFIDENTIAL INFORMATION
Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 et seq., and, after the grant award, the entire RFA file may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the APRA must place all confidential documents in a sealed envelope clearly marked “Confidential”. The Respondent must also specify the statutory exception of APRA that applies. The State reserves the right to make determinations of confidentiality. If the Respondent does not identify the statutory exception, DWD will not consider the submission confidential. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to APRA, it may seek the opinion of the General Counsel for the Department of Workforce Development. Prices are not confidential information.

F. SECRETARY OF STATE REGISTRATION
If awarded a grant, the Respondent will be required to register with your legal name, and be in good standing, with the Secretary of State. This legal name must be used on all documents included in the proposal process. 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  
402 West Washington Street, E018  
Indianapolis, IN 46204  
(317) 232-6576  
www.in.gov/sos

**Note:** When you complete the application, your agency’s legal name must match your registered name with the Secretary of State. If it does not and your agency is selected for a grant, the grant will be delayed until this is resolved.

Before grants are moved through the signature process they must pass review by the Department of Workforce Development (DWD) and Department of Revenue (DOR). If an agency that is accepted for a grant by IDWD has unpaid unemployment insurance or owes unpaid taxes to the State, the grant will be held until these issues are resolved. Any issues must be resolved with IDWD/IDOR. It is extremely important that all agencies are aware of this review to prevent delays in the timely execution of the grant.
G. COMPLIANCE CERTIFICATION

Responses to this RFA serve as a representation that the Respondent has no current or outstanding criminal, civil, or enforcement actions initiated by the State, and it agrees that it will immediately notify the State of any such actions. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Respondent agrees that the State may confirm, at any time, that no such liabilities exist. If such liabilities are discovered, the State may bar the Respondent from contracting with the State, cancel existing contracts, withhold payments to set off such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State. If, in an audit or review by the State, it is discovered that there is a non-compliance issue with the grant, the State may elect to impose a financial penalty.

H. 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).

I. SUMMARY OF MILESTONES

<table>
<thead>
<tr>
<th>Key RFA Dates: Activity</th>
<th>Date</th>
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<tbody>
<tr>
<td>Issue of RFA</td>
<td>January 18, 2017</td>
</tr>
<tr>
<td>Deadline to Submit Written Questions</td>
<td>January 25, 2017 by 10:00 am</td>
</tr>
<tr>
<td>Answers to Vendor Questions Posted on DWD Website</td>
<td>February 3, 2017</td>
</tr>
<tr>
<td>Submission of Proposals</td>
<td>February 10, 2017 by 10:00 am</td>
</tr>
<tr>
<td>The following timeline is only an illustration of the RFA process. The dates associated with each step are not to be considered binding. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change.</td>
<td></td>
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<tr>
<td>Proposal Evaluation</td>
<td>February 24, 2017</td>
</tr>
<tr>
<td>Notification of Awards</td>
<td>March 4, 2017</td>
</tr>
<tr>
<td>Preparation of Grants</td>
<td>March 4, 2017</td>
</tr>
<tr>
<td>Grant Activation</td>
<td>April 1, 2017</td>
</tr>
</tbody>
</table>

J. PROPOSAL REQUIREMENTS

1. **Format:** Applications must be typed, may be single-spaced, and must be submitted on 8 ½ by 11-inch documents with 1 inch margins and at 12 point font. Each page of the proposal, with the exception of the cover sheet should be numbered as “page __ of __”, with the name of the applicant on each page.

2. **Number of copies:** One complete electronic copy should be submitted to FieldOperations@DWD.in.gov

3. **Responsiveness:** Applicants that fail to follow the requirements set forth in this document regarding submission format and process may be considered non-responsive. The Indiana Department of Workforce Development reserves the right to reject any or all proposals at its sole discretion.
4. **Contact Information:** Applicants will be required to provide contact information, on the Provider Cover Sheet, for the individual(s) who can respond to questions regarding the proposal. The contact person should be the individual(s) who is knowledgeable of the proposal and who is authorized to provide information on behalf of the bidder.

**K. PROPOSAL SUBMISSION ORDER**

1. Proposal Cover Sheet (Appendix C)
2. Proposal Checklist (Appendix D)
3. Provider Narrative
4. Service Narrative (Appendix E)
5. Cost Detail
6. Non-Collusion Affidavit and Agreement to Use Electronic Signatures submitted and signed – see final page of this document.

**L. ADDITIONAL INFORMATION & REQUIREMENTS**

1. **Authorized Signatory:** The applicant’s authorized signatory must sign all signature documents in the proposal. This individual should typically be the director, president or chief executive officer of the organization or any individual who has the authority to negotiate and enter into and sign grants on behalf of the applicant’s organization.

2. **Subcontracting:** Intent to subcontract must be clearly identified in the proposal narrative and approval must be provided by the Department of Workforce Development prior to contract execution. If the applicant currently subcontracts certain functions or activities and intends to do so as part of this proposal, the subcontractor must be identified and a certification included from the subcontractor attesting to their agreement to the terms of the Application and any resulting contract.

**Section V – Proposal Evaluation**

**A. PROPOSAL EVALUATION PROCEDURE**

The State will select a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with RFA requirements. All evaluation personnel will use the evaluation criteria stated in Section V.B. below.

The Indiana Department of Workforce Development designee will, in the exercise of sole discretion, determine which proposals offer the best means of servicing the interests of the State. Recommendation by the Scoring Team will be considered when determining which proposals will be accepted for grants.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:
1. Each proposal will be evaluated for adherence to requirements on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.

2. Each proposal will be evaluated on the basis of the categories included in Section III A-C. A point score has been established for each category.

3. Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to the State, taking into account all of the evaluation factors, may be selected by the Indiana Department of Workforce Development for further action, such as grant negotiations. If, however, the Indiana Department of Workforce Development decides that no proposal is sufficiently advantageous to the State, the State 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 grant with the Respondent, the Department of Workforce Development may begin grant preparation with the next qualified Respondent or determine that no such alternate proposal exists. The State may also choose multiple Respondents to provide services, although it is the intent of this RFA to select a single Respondent.

B. EVALUATION CRITERIA

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the RFA 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 points associated with each category are indicated following the category name (total maximum points = 100). If any one or more of the listed criteria on which the responses to this RFA will be evaluated are found to be inconsistent or incompatible with applicable federal laws, regulations or policies, the specific criterion or criteria will be disregarded and the responses will be evaluated and scored without taking into account such criterion or criteria.
Adult Education Professional Development RFA  Scoring Sheet

<table>
<thead>
<tr>
<th>Reviewer:</th>
<th>Total Score:</th>
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<tbody>
<tr>
<td></td>
<td>Points Possible</td>
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<tr>
<td><strong>Criteria</strong></td>
<td></td>
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<tr>
<td><strong>Adherence to Mandatory Requirements</strong></td>
<td></td>
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<tr>
<td>Followed instructions and standards format</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Proposal packet contained all required information, including proposal cover page</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Registered as a Bidder with IDOA</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td><strong>A. Provider Narrative</strong></td>
<td></td>
</tr>
<tr>
<td>A1. General Info/History of Respondent: Score is based on whether Respondent adequately addressing all the items and the extent to which the Respondent demonstrates evidence of ability to perform the functions described in their project plan.</td>
<td>5</td>
</tr>
<tr>
<td>A2. Collaboration: Score is based upon Respondent adequately addressing all items and the extent to which the Respondent demonstrates evidence of ability to collaborate.</td>
<td>5</td>
</tr>
<tr>
<td>A3. Qualifications and Staffing: Score is based on completeness of response to the items in the instructions, quality of response, strength of experience, and demonstrated achievements/results.</td>
<td>10</td>
</tr>
<tr>
<td>Provider Narrative TOTAL</td>
<td>20</td>
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<tr>
<td><strong>B. Service Narrative (appendix E)</strong></td>
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</tr>
<tr>
<td>Mandatory Requirements (Questions #1 and #2)</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Score is based on adequacy of response to all items in the instructions, strength of plan and approach to delivering services, and an understanding of the work and timetables necessary to achieve compliance, performance and integrity.</td>
<td>50</td>
</tr>
<tr>
<td>Service Narrative TOTAL</td>
<td>50</td>
</tr>
<tr>
<td><strong>C. Costs</strong></td>
<td></td>
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<tr>
<td>Score is based upon budget and budget summary.</td>
<td>30</td>
</tr>
<tr>
<td>Costs TOTAL</td>
<td>30</td>
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<tr>
<td><strong>TOTAL POINTS</strong></td>
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<td></td>
<td>100</td>
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The Indiana Department of Workforce Development designee will, in the exercise of sole discretion, determine which proposal(s) offers the best means of servicing the interests of the State. The exercise of this discretion will be final. DWD reserves the right to grant with multiple Respondents for the same service within the same region.
Section VI – Governing Provisions and Limitations

Violation of any of the following provisions may cause a proposal to be rejected:

1. The Department of Workforce Development is not liable for any cost associated with responding to this RFP and will not authorize such costs as part of the grant with the selected organization.
2. The Department of Workforce Development reserves the right to accept or reject any or all proposals received, to cancel or reissue this RFP in part, or its entirety.
3. The Department of Workforce Development reserves the right to correct any error(s) and/or make changes to this solicitation as it deems necessary.
4. The Department of Workforce Development reserves the right to negotiate the final terms of any and all contracts, grants or agreements with bidders selected and any such terms negotiated as a result of this RFP may be renegotiated and/or amended in order to successfully meet the needs of the organization.
5. The Department of Workforce Development reserves the right to contact any individual, organization, employer or grantees listed in the Proposal, to contact others who may have experience and/or knowledge of the bidder’s relevant performance and/or qualifications; and to request additional information from any and all bidders.
6. The Department of Workforce Development reserves the right to withdraw or reduce the amount of an award or to cancel any contract, grant or agreement resulting from this procurement if adequate funding is not available.
7. Bidders shall not under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of the Department of Workforce Development for the purpose generating favor toward their own proposal or any other proposal submitted hereunder.
8. No employee, officer, or agent of the Department of Workforce Development shall participate in the selection, award or administration of a grant/contract, if a conflict of interest, or potential conflict, would be involved.
9. Bidders shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a bidder’s bid to be rejected.
10. All proposals submitted must be an original work product of the bidder.
11. The contents of a successful Proposal may become a contractual obligation if selected for award of a grant/contract. Failure of the bidder to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to successful bidder as a basis for release of proposed services at the stated price/cost. Any damages accruing to the Department of Workforce Development as a result of a bidder’s failure to contract may be recovered from the bidder.
12. A contract/grant with the selected bidder may be withheld, at the Department of Workforce Development’s sole discretion, if issues of contract or questions of non-compliance exist, until such issues are satisfactorily resolved. The Department of Workforce Development may withdraw award of a contract if the resolution is not satisfactory to the Department.
Section VII – Administrative Requirements and Procedures

The following administrative requirements and procedures should be carefully reviewed prior to development of a proposal.

1. It is the Department of Workforce Development’s intent to award only one (1) grant under this solicitation.
2. The successful bidder will be required to maintain electronic and paper records in the work created for this endeavor. In the event the grant/contract is not renewed or is terminated, the current contractor agrees to provide any and/or all of the identified records to the Department of Workforce Development.
3. The successful bidder agrees to comply with the Department of Workforce Development policies related to information technology and other possible sites and/or tracking and management tools.
4. The successful bidder agrees to keep and hold all Proprietary Information disclosed by the Department of Workforce Development, partners, affiliates, customers, or vendors of the Department in strict confidence and trust. Proprietary Information being that information of a confidential or secret nature, which includes, but is not limited to, marketing plans, product plans, business strategies, financial information, forecasts, human resource information, and customer lists.
5. The successful bidder acknowledges that for any product and/or deliverable provided as part of the contract, the successful bidder warrants that it created said product/deliverable and that the successful bidder has full power and authority to transfer ownership of same without the consent of any other party and that any product and/or deliverable is delivered free of any rightful claim of any third party by way of infringement or otherwise, arising from or related to the claimed rights in any product and/or deliverable. All work performed under this contract is the property of DWD.
APPENDIX A – IDWD Workforce Economic Regions
APPENDIX B – Proposal Cover Sheet

<table>
<thead>
<tr>
<th>Grantee:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Agency</td>
<td>Federal Employer ID</td>
</tr>
<tr>
<td>Address – Administrative</td>
<td>Address – Other</td>
</tr>
<tr>
<td>Contact Person</td>
<td>Telephone</td>
</tr>
<tr>
<td>Fax Number</td>
<td>Email address</td>
</tr>
</tbody>
</table>

Proposed Costs:

<table>
<thead>
<tr>
<th>Type of Organization</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>( ) Public Agency</td>
<td>( ) Private Nonprofit Corporation</td>
</tr>
<tr>
<td>( ) Private for Profit Corporation</td>
<td>( ) Other</td>
</tr>
</tbody>
</table>

Grantee Statement of Certification:

This proposal was prepared independently without consultation, agreement or cooperation with any other proposing agency or party to determine a competitive cost for the services offered. This proposal has been duly authorized by the governing body of the bidder. The applicant will comply with all rules and regulations of the funding agency and will revise this proposal, if necessary.

Authorized Signer’s Name Typed

Authorized Signature

Authorized Signer’s Title

Date Signed
All proposals must meet the following technical specifications

- Typewritten on 8 ½ by 11 unruled paper, single sided
- Font size of 12 point
- One Inch margins
- Pages numbered consecutively at the bottom of the page (page _of _)
- Proposal Cover Sheet – Appendix C
- Proposal Checklist – Appendix D
- Proposal Content
  - Provider Narrative
  - Service Narrative
  - Costs Narrative
- Audit or financial statement is provided or the audit was not qualified and references have indicated that there were no fiscal concerns
- Applicant can support the services without any advances
- Non-Collusion Affidavit and Agreement to Use Electronic Signatures submitted and signed – see final page of this document.

**NOTE:** This process can be lengthy. The Grant Agreement process cannot start until these documents are completed and filed with IDWD. Documents should be ready for submission to IDWD as soon as grant award notification is received.

- The original proposal and all signature forms are signed by the applicant’s authorized signatory.
- Where the use of an established subcontractor(s) is proposed, original certifications from each subcontractor attesting to their agreement to all terms of the proposal and any resulting grant and reference supporting procurement policies and documents are included
- Proposal submitted by the deadline
Appendix D: Service Narrative

1. Is your organization capable of providing training that can be archived and owned by IDWD for use by future staff? Question must be answered yes to qualify for further evaluation.

2. Can your organization meet the proposed timelines within the Scope of Work? Please provide a timeline for the requested services. Question must be answered yes to qualify for further evaluation.

3. What type of experience does your organization have working with workforce development entities?
4. What type of metrics do you have that shows past success from trainings similar to this that you’ve done with other clients?

5. What do you feel makes your proposed training unique from any other potential competitive providers?
APPENDIX E –

PROFESSIONAL SERVICES CONTRACT

EDS # ________________

This Contract (“this Contract”), entered into by and between ________________ (the “State”) and ________________ (the “Contractor”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor. The Contractor shall provide the following services relative to this Contract:

2. Consideration. The Contractor will be paid at the rate of _______ for performing the duties set forth above. Total remuneration under this Contract shall not exceed $ ________.

3. Term. This Contract shall be effective for a period of _________. It shall commence on _______ and shall remain in effect through ________.

4. Access to Records. The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State’s prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

6. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, et seq., and audit guidelines specified by the State.
The State considers the Contractor to be a “Contractor” under 2 C.F.R. 200.330 for purposes of this Contract. However, if it is determined that the Contractor is a “subrecipient” and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 et seq.

8. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, et seq., IC §4-2-7, et seq. and the regulations promulgated thereunder. If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this contract. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General’s website at http://www.in.gov/ig/. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.
D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor’s liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC §5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:
   (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
      (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
      (ii) IC §24-5-12 [Telephone Solicitations]; or
      (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];
   in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
   (B) the Contractor will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,
   (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
   (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
11. **Condition of Payment.** All services provided by the Contractor under this Contract must be performed to the State’s reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

12. **Confidentiality of State Information.** The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

13. **Continuity of Services.**

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:
   1. Furnish phase-in training; and
   2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:
   1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
   2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

14. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State’s request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.


A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the
conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner’s decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner’s decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner’s decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of Ind. Code 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with Ind. Code 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

18. Employment Eligibility Verification. As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option. If the State determines that it would be in the State’s best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

20. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a “Force Majeure Event”), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

24. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney’s fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.
25. Independent Contractor; Workers’ Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers’ compensation insurance for the Contractor’s employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Information Technology Enterprise Architecture Requirements. If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at http://iot.in.gov/architecture/. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC §4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

27. Insurance.

A. The Contractor and their subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor’s performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

2. Automobile liability for owned, non-owned and hired autos with minimum liability limits of $700,000 per person and $5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

3. Errors and Omissions liability with minimum liability limits of $1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.

4. Fiduciary Liability is required if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others. These contractors face potential claims for mismanagement brought by plan members. Limits should be no less than $700,000 per cause of action and $5,000,000 per occurrence.
5. Valuable Papers coverage, available under an Inland Marine policy, is required when any plans, drawings, media, data, records, reports, billings and other documents are produced or used under this agreement. Insurance must have limits sufficient to pay for the re-creation and reconstruction of such records.

6. The Contractor shall secure the appropriate Surety or Fidelity Bond(s) as required by the state department served or by applicable statute.

7. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers’ compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an “all states endorsement” covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor’s insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.

2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.

4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days’ prior written notice to the undersigned State agency.

5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

28. Key Person(s).

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days’ prior written notice.
B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are _________________________________________

29. Licensing Standards. The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

30. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

31. Minority and Women’s Business Enterprises Compliance. Award of this Contract was based, in part, on the MBE/WBE participation plan. The following certified MBE or WBE subcontractors will be participating in this Contract:

<table>
<thead>
<tr>
<th>MBE/WBE</th>
<th>PHONE</th>
<th>COMPANY NAME</th>
<th>SCOPE OF PRODUCTS and/or SERVICES</th>
<th>UTILIZATION</th>
<th>DATE</th>
<th>PERCENT</th>
</tr>
</thead>
</table>

A copy of each subcontractor agreement must be submitted to IDOA’s MBE/WBE Division within thirty (30) days of the effective date of this Contract. Failure to provide a copy of any subcontractor agreement will be deemed a violation of the rules governing MBE/WBE procurement, and may result in sanctions allowable under 25 IAC 5-7-8. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA’s MBE/WBE Division before changing the participation plan submitted in connection with this Contract. The Contractor shall report payments made to MBE/WBE Division subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as “Pay Audit.”
MBE/WBE Division subcontractor payments shall also be reported to the Division as reasonably requested and in a format to be determined by Division.

32. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee’s or applicant’s race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law (“Protected Characteristics”). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

33. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to: (Include contact name and/or title, name of agency & address)

   __________________________________________
   __________________________________________
   __________________________________________
   __________________________________________

B. Notices to the Contractor shall be sent to: (Include contact name and/or title, name of vendor & address)

   __________________________________________
   __________________________________________
   __________________________________________
   __________________________________________

As required by IC §4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

34. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, (3) RFP#_____, (4) Contractor’s response to RFP#_____, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the “Materials”) not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered “work for hire” and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor’s expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor’s work product during the term of this Contract.

36. Payments.

A. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.

B. The State Budget Agency and the Contractor acknowledge that if the Contractor is being paid in advance for the maintenance of equipment and/or software. Pursuant to IC §4-13-2-20(b)(14), Contractor agrees that if it fails to perform the maintenance required under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

37. Penalties/Interest/Attorney’s Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney’s fees, except as permitted by Indiana law, in part, IC §5-17-5, IC §34-54-8, IC §34-13-1 and IC §34-52-2-3.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State’s failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

38. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.
39. **Public Record.** The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

40. **Renewal Option.** This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

41. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

42. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

43. **Taxes.** The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

44. **Termination for Convenience.** This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

45. **Termination for Default.**

A. With the provision of thirty (30) days’ notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:
   1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
   2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
   3. Make progress so as to endanger performance of this Contract; or
   4. Perform any of the other provisions of this Contract.
B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

46. Travel. No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

47. Indiana Veteran’s Business Enterprise Compliance. Award of this Contract was based, in part, on the Indiana Veteran’s Business Enterprise (“IVBE”) participation plan. The following IVBE subcontractors will be participating in this Contract:

<table>
<thead>
<tr>
<th>VBE</th>
<th>PHONE</th>
<th>COMPANY NAME</th>
<th>SCOPE OF PRODUCTS and/or SERVICES</th>
<th>UTILIZATION</th>
<th>DATE</th>
<th>PERCENT</th>
</tr>
</thead>
</table>

A copy of each subcontractor agreement shall be submitted to IDOA within thirty (30) days of the request. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA before changing the IVBE participation plan submitted in connection with this Contract.

The Contractor shall report payments made to IVBE subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as “Pay Audit.” IVBE subcontractor payments shall also be reported to IDOA as reasonably requested and in a format to be determined by IDOA.

48. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State’s review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of
action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor’s negligent performance of any of the services furnished under this Contract.

49. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State’s Boilerplate contract clauses (as contained in the 2016 OAG/IDOA Professional Services Contract Manual) in any way except for the following clauses which are named below: __________________________________________
Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned’s knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

[Contractor]      [Indiana Agency]

By: _________________________________  By: _______________________________
Name and Title, Printed               Name and Title, Printed

Date: _____________________________  Date: ___________________________

Approved by: Approved by:
Indiana Department of Administration  State Budget Agency

By: ________________________________ (for)  By: ________________________________ (for)
Jessica Robertson, Commissioner       Jason D. Dudich, Director

Date: _____________________________  Date: ___________________________

APPROVED as to Form and Legality:
Office of the Attorney General

______________________________ (for)
Curtis T. Hill, Jr., Attorney General

Date: ___________________________

Approved by:
Indiana Office of Technology

By: ________________________________ (for)