**PROFESSIONAL SERVICES CONTRACT**

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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:

The Indiana Department of Administration on behalf of All State Entities here in referred to as (“State”) is establishing a quantity purchase agreement (QPA) for Security Services. The Contractor shall provide these services and commodities necessary to the State as set forth in **RFP #19-059**, the Contractor’s response, and clarifications, attached hereto in specific exhibits and made a part of this Contract herein by reference. The following contract exhibits are hereby included in this Contract and incorporated herein by reference as follows:

**Exhibit A** = Definitions and Abbreviations

**Exhibit B** = State of Indiana Contract Pricing

**Exhibit C** = Sub Agreement - Scope of Work Template

**Exhibit D** = Vendor Performance Metrics

**Exhibit E** = Service Level Agreements

**Exhibit F** = Vendor Performance Reviews

**Exhibit G** = Firearms Checklist

**Exhibit H** = RFP #19-059 Documentation

The duties of the Contractor are set forth, attached hereto, and fully incorporated herein:

1. **Entities Eligible to Utilize Contract**
2. State Agency

As defined in IC 4-13-1, “state agency” means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of state government.

1. K-12Indiana

The Contractor shall extend the pricing and services under this Contract to all K-12 entities and work with Educational Service Centers (ESC) to provide access and the means to make purchases through the K-12Indiana purchasing portal which can be accessed at K12Indiana.com.

1. LibraryIndiana

The Contractor shall extend the pricing and services under this Contract to all Indiana Libraries and work with the State to provide access and the means to make purchases through the LibraryIndiana purchasing portal which can be accessed at LibraryIndiana.com.

1. Extension of Other Governmental Entities/OneIndiana

The Contractor shall extend the pricing and services under this Contract to all other governmental entities within the State of Indiana (“Governmental Entities”). Other Governmental Entities are defined as: An agency, board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: (1) The judicial branch (2) The legislative branch (3) A political subdivision (includes towns, cities, local governments, etc.) (4) A State educational institution (5) The Indianapolis Airport

1. Unless otherwise specified within this Contract, the term “User Agency” shall refer to entities/procurement initiatives 1 -4 as set forth in Section A, Entities Eligible to Utilize Contract. Ordering and/or usage instructions exclusive to State Agencies or Governmental Entities shall be identified within each article.
2. **Restricted Services**

The Contractor shall not supply any services, regions, or types of security Guards that are not listed in this contract unless authorized in writing by the State’s Vendor Contract Manager.

The Contractor understands this Contract is for Security Services to provide the listed Guards to **Regions 1, 2, 3, 4, and 5**, as awarded in **RFP# 19-59**. No work in other regions shall be performed unless authorized in writing by the State’s Vendor Contract Manager.

1. **Contract Implementation**

The Contractor shall meet with the State and form an Implementation Plan timeline for the overall Contract Deployment. The Contractor shall customize the program to fit the State’s needs and desires for a successful program by meeting a minimum of one meeting per week during the implementation process unless otherwise determined in writing by the State Vendor Contract Manager.

1. Implementation Process

The Contractor shall complete the Implementation project in the following phases, and the Contractor shall provide a draft and final copy of the Project Management Plan to the State Vendor Contract Manager:

1. Initiation

The Contractor shall ensure the needs of the State are adequately defined, by engaging with the State in High-level discussions on phase deliverables during Project Initiation and identify priorities that need to be completed through the implementation for a smooth transition. Additionally, the high-level barriers, potential problems, and roles and responsibilities of the project shall be summarized at this time.

1. Planning

The Contractor shall establish business and service requirements and schedule of the project (including a list of deliverables). The Planning Phase shall involve identifying and documenting the project scope, tasks, schedules, risk, quality, and staffing needs. This identification process continues until all possible areas of the chartered project have been addressed.

Towards the end of this phase the Contractor shall assess the locations and determine the levels of security and how they will be able to progress. They shall send the agency and/ or the location contact this report and copy the Vendor Contract Manager.

1. Execution and Control

The Contractor will review the Scopes of Work (SOW) documents from the past contract with the current agencies to help them determine if the services are still fit for the current business. The Contractor will help with the completion and execution of all SOWs. The Contractor will serve as an expert in the Security Services Industry, they will act in good faith to make recommendations that are in the best interest of the State. They will provide any information on industry standards the State or User Agency may need. The Contractor will help the User Agency fill out and complete their “Scope of Work” document **(Exhibit C)** within 60 days of contract execution. Additionally, the high-level barriers, potential problems, and roles and responsibilities of the project shall be summarized at this time. After the implementation the Contractor will continue to help the agency with their Scope of Work anytime the agency needs to make a change.

The Contractor will work with the Vendor Contract Manager to establish a Communication Plan. This will define the Contractor’s chain of command and identify the contacts in accordance with **Section 3 (D) Account Management and Customer Service**. A clear elevation process should be defined and provided to the Vendor Contract Manager. The Contractor shall maintain the Communication Plan throughout the life of the Contract.

The Communication Plan shall include Contractor procedures and chain of responsibility for guard scheduling, timesheet approval, and guard check-in activities.

The Contractor’s implementation team shall carry out the project and perform project activities. The Contractor shall include assessments on the services in this phase this includes but is not limited to ensuring there is enough staff, resources, and support from management. Any areas that are determined to be insufficient or not ready for the Contract shall be immediately cured. Upon completion a report shall be provided to the Vendor Contract Manager for approval. This process shall continue until the State is satisfied that the services and processes meets the Contractor’s contractual obligations, as well as the specifications defined in the Project Management Plan.

1. Closing

The implementation team shall remain in place 30 days after the roll out date. The team shall continue to meet regularly to discuss: program success, improvement opportunities, User Agency feedback, Guard changes, usage data, service changes, Contractor performance, future goals and objectives. The Contractor shall perform Project Closeout once all defined project objectives have been met and the State has accepted the final implementation of the Contract.

1. Implementation – Personnel

The Contractor shall provide a team of qualified experts to assist in the implementation effort. The Contractor’s team shall be led by an appointed Implementation Manager who shall be responsible for the overall management of the implementation process.

1. Implementation – Communication Tools
2. Implementation Schedule

The Contractor shall provide an implementation project schedule as a document that highlights the tasks required to implement the State’s solution. It shall identify respective responsibilities and completion dates for each task. The schedule shall allow the State and Contractor to monitor the entire process and address related issues. The schedule shall be an active document and shall be updated frequently to reflect changing circumstances and implementation progress.

1. Implementation Team Meetings

The Contractor shall schedule with the State implementation team meetings. The Contractor shall prepare Meeting Agendas, shall facilitate the Team meetings, and shall provide Meeting Minutes after conclusion of the Team Meeting by the next business day.

1. Implementation Status Reports

The Contractor shall provide status reports to the State throughout the project’s implementation. The Contractor shall follow any direction from the Vendor Contract Manager regarding these and any other reports. Direction from the Vendor Contract Manager shall include but are not limited to report formatting, content, due dates, and deliverables.

1. Training
	1. Implementation Training

At no additional cost to the State, the Contractor shall work with the State and User Agencies to provide users an opportunity through a Kick-off event to learn about the program for best outcome of program usage. The Contractor may host other implementation and training sessions around the State as well as additional vendor seminars and training at the direction of the State. As part of the Contractor’s duty to provide training at the direction of the State, the Contractor may be required to host training sessions via internet. The Contractor shall use reasonable best efforts to provide training as necessary to facilitate the goals of this Contract.

* 1. Post-Implementation Training

The Contractor shall continue to provide user training as well as Guard training as needed after implementation pursuant to the training requirements of this Contract. If the State Vendor Contract Manager requests any training for the users or Guards, the Contractor will accommodate at no additional cost to the State.

* 1. User Guides

The Contractor shall provide User Guides to User Agencies. The guides should include, but are not limited to information on Guard Types, what they have powers to do, expert information, comparison of Guard Types, and how to best use the Contract. The Contractor shall provide the User Guide documentation to the State Vendor Contract Manager for approval prior to release.

1. **Account Management and Customer Service**
2. Account Management Structure

The Contractor’s Dedicated Account Management Team shall include a Site Manager, Regional Managers, Account Manager, National Account Manager, and Customer Service Team. This team shall remain in place throughout the full contract term. The Contractor shall notify the State within 48 hours of notification of any staffing changes from proposed staffing as listed below. The State shall be provided the opportunity to approve or deny any new proposed personnel. The Contractor shall have a back-up plan in place at all times for all Account Management-related personnel and services. The Contractor shall communicate and maintain an up-to-date back-up plan for all Account Management Team members.

1. Site Manager

The Contractor will supply a Site Supervisor, or Guard-in-Charge, when applicable, that will ensure all Guard duties and State needs are being provided and he/she shall assign duties, monitor progress, and communicate with the Contractor on behalf of the site.

The State reserves the right to at any time have a Site Manager added to the location.

The need for a Site Supervisor, or Guard-in-Charge, will be provided for in the SOW.

The Site Manager is not to be the point of contact for the State Vendor Contract Manager; this contact is to be routed through the Dedicated Account Manager.

The Site Managers shall report directly to the Region Managers.

1. Region Managers

Each awarded region shall have a manager assigned to it. This manager shall ensure compliance with the contract at all locations, assure staffing, help with issues, and monitor progress, and communicate with the Contractor on behalf of the site.

The Contractor shall provide a list containing all Region Managers with phone number(s), fax number(s) and e-mail address per region. The Contractor must keep this list up to date at all times. Upon notice that the list is out of date, the Contractor has twenty-four (24) hours to update the list. The Contractor assume all responsibility for any issues or problems that result from inaccurate or not updated information.

The Region Manager is not to be the point of contact for the State Vendor Contract Manager; this contact is to be routed through the Dedicated Account Manager.

The Region Managers shall report directly to the Dedicated Account Manager.

1. Account Manager

The Account Manager shall serve as the Central Point of Contact and have the authority to negotiate the Contract between the State and Contractor. All Regional Managers will report weekly to the Account Manager who will then report to the State Contract Manager. In addition, the Account Manager shall assist with account implementation and maintenance throughout the life of this Contract. Daily inquires can be handled at the Account Manager level. The Account Manager shall coordinate all administrative requirements, including weekly/quarterly reports. The Account Manager shall also implement contract pricing and ensure contract compliance.

Service Hours

The Account Manager shall be able to provide services twenty-four hours per day, seven days per week, and 365 days per year. When not available, for reasons including vacation and illness, the Contractor shall notify the State Contract Manager immediately. When possible the Contractor will give notice at least one week before the absence and provide a backup contact for the State.

Information

The Account Manager has access to information including, but not limited to Guard’s reports on all State facilities, State spend reports, and any pending issues. The Account Manager shall also actively market the services of this Contract to Governmental Entities and local schools under the K-12Indiana program. The Account Manager shall also work with the State Contract Manager on the details and management of the Savings Model. This role is the State Vendor Contract Manager’s sole point of contact and is responsible for updating the State Vendor Contract Manager on any and all concerns, issues, changes, and/or other pertinent information regarding this contract. The Account Manager is not the same as a Site Manager and shall not be appointed to a Contractor Employee at the Site Manager level.

1. Customer Service Team – The Customer Service Team shall be responsible for assisting the User Agencies with any issues related to, but not limited to, service information, contracted pricing, and ensuring service level compliance.
2. Service Hours

The Contractor shall be able to provide services twenty-four hours per day, seven days per week, and three hundred sixty-five (365) days per year including Holidays. The Contractor shall be able to accept, place, and fulfill Guard requests 24 hours a day, 7 days a week, including Holidays. The Contractor shall provide a phone number(s), fax number(s), and email address per region. Upon execution of the Contract the Contractor shall provide a list of all local representatives in the awarded regions to the Vendor Contract Manager. The Contractor shall notify the Vendor Contract Manager of any changes to this list within forty-eight (48) hours. The State shall be provided the opportunity to approve or deny any new proposed personnel to be associated with this Contract.

The Contractor shall offer the State a contact or contacts for User Agencies to report any failures, insufficiencies, or other concerns with Security Services. All failures, insufficiencies, or other concerns with the delivery of Security Services shall be reported by the Contractor’s point of contact to the Vendor Contract Manager and handled immediately. The Contractor shall respond within one hour to a User Agency’s report of failures, insufficiencies, or other concerns with Security Services. The Contractor shall promptly resolve all contractual and User Agency concerns, issues, or complaints to the satisfaction of the User Agency and the Vendor Contract Manager.

The Contractor shall resolve all customer service issues within 48 hours of submission.

The Contractor shall ensure that no Agency member requesting help or service shall have to wait more than 15 seconds to talk to a live person. This wait time starts when the call connects to a live person answering the phone.

The Contractor should respond to the Vendor Contract Manager within 24 hours of Vendor Contract Manager trying call, email, or otherwise correspond with the Vendor. If the Account Manager is out of office they should put such notice on their email and give a backup contact in case of needing immediate assistance.

1. Communication Plan

The Contractor shall develop a Communication Plan within sixty (60) days of execution of the Contract. This will define the Contractors chain of command and identify the contacts in accordance with **Section 3 (D) Account Management and Customer Service**. A clear elevation process should be defined and provided to the Vendor Contract Manager. The Contractor shall maintain the Communication Plan throughout the life of the Contract. The Plan shall include, but is not limited to contact or contacts for User Agencies to report any failures, insufficiencies, or other concerns of Security Services, the list containing all Region Managers with phone number(s), fax number(s) and e-mail address per region, the Problem Resolution Plan (see **Section 7 (D)** -**Problem Resolution**) including the subsections of this plan the “Administrative Problem Resolution” and “Operational Problem Resolution.”

The Contractor must keep the Communication Plan up to date at all times. Upon notice that the plan is out of date, the Contractor has twenty-four (24) hours to update the list. The Contractor assume all responsibility for any issues or problems that result from inaccurate or not updated information.

1. Meetings

The Contractor will attend any meetings requested by the State, including weekly status meetings with Vendor Management unless otherwise mutually agreed upon. Meetings may be over the phone or in person at the discretion of the Vendor Contract Manager. At all meetings between the Contractor and the State, the Contractor will designate someone within their company to attend and take notes, shall be referred to as the “Designated Recorder”, and then will send them out no later than twenty-four (24) hours after the close of the meeting. The notes will be sent to the Vendor Contract Manager (also referred to as the Contract Manager) and anyone that attended the meeting. Any recipient of the notes has five (5) business days to request corrections to any errors that may be present in those notes. When corrections are requested to the notes, the Designated Recorder shall be notified and then has forty-eight (48) hours to correct any and all errors and resend the notes with all corrections to at a minimum all the people that were originally sent the notes.

1. Quarterly Business Reviews (QBR)
	* + - 1. The State and the Contractor shall agree upon the reporting model during the first sixty (60) days of contract implementation. The State may request that the Contractor include, but is not limited to, Service Level Agreements, Key Performance Indicator (KPI), Performance Metrics, Transaction Usage, Guard Substitutions, New Guard Requests, Pricing Audit Report, K-12 usage, additional reporting fields, etc. over the life of the Contract. The Contractor shall be responsible for presenting the agreed upon reporting model to the State at the Quarterly Business Review (QBR), as well as, anytime upon the State’s request. The Contractor shall work with the State Contract Manager to develop a Savings Model that reflects the actual savings over the life of the Contract. The Contractor shall report on the Savings Model at each QBR and shall provide updates upon request.
				2. The Contractor will develop and provide a Client Service Plan specific to the site that will be acquiring security services. The plan should include but is not limited to defining specific service indicators that are quantifiable and measurable. These indicators will be consistent with the core values of the site organization. The Contractor shall review all Client Service Plans at least once a year. The Contractor shall update it and send it to the User Agency for approval. The progress shall be reported quarterly in the QBRs.
				3. The User Agencies also have the right to request agency specific Quarterly or Annual Business Reviews. The Contractor will fulfill the request. The Contractor will notify the Vendor Contract Manager of all User Agency Business Reviews. The Vendor Contract Manager reserves the right to attend any and all User Agency meetings.
				4. The Contractor shall keep accurate minutes of all Monthly/Quarterly/Annual Business Reviews and disperse them to the Vendor Contract Manager and any agency specific contacts within forty-eight (48) hours after the close of the meeting.
				5. An electronic copy of all Monthly/ Quarterly/ Annual Business Reviews shall be provided to the Vendor Contract Manager within forty-eight (48) hours after the close of the meeting.

1. Service Level Agreements and Performance Metrics

The Contractor shall monitor and fulfill all Service Level Agreements and Performance Metrics. See **Exhibit D and E** for Performance Metrics and Service Levels.

1. Marketing and Promotions

The Contractor shall provide an on-going marketing campaign to market this Contract to all current User Agencies, as well as potential users that fall under the categories listed in **Section 1(A) of this Contract**. The Contractor shall develop and present a Marketing Plan to the State of Indiana, and upon approval, the Contractor shall execute the Marketing Plan at no cost. The Contractor shall prepare marketing programs and materials. Such marketing tools shall include, but not limited to:

Mailers

Envelope inserts

Poster ads

Take-away cards

Media releases

Email blasts

Product Fairs

The Contractor shall supply sample marketing requests and proofs for approval prior to printing. The quality output shall be within the standards of the State of Indiana. The Contractor understands all marketing shall be provided at no cost to the State.

1. Problem Resolution

Problem escalation shall be handled using the Contractor’s resolution process as provided in the Technical proposal of **RFP #19-059** (see **Exhibit H**). The Contractor shall provide a copy of the Contractor’s most recent problem resolution process. In the event that the Contractor amends the problem resolution process, notification shall be sent to the State Account Manager and an electronic copy provided to the State. If the State is to take issue with the problem resolution plan the Contractor shall modify it to accommodate the requests of the State and resubmit it to the State. The State Contract Manager has the authority to contact the Contractor’s Account Manager directly for problem resolution if it is determined that the problem requires action from the Contractor that is swift and appropriate. Members of the Contractor’s Account Team shall arrive onsite at the Indiana Government Center in Indianapolis by the next business day, if necessary. The Contractor shall ensure the problem resolution process shall be included in the Communication Plan.

Administrative Problem Resolution

Administrative Problem escalation shall be handled using the Contractor’s resolution process. The Contractor shall use industry best practices to address and resolve the problem once notified by the State. If the problem persists, it may be escalated as appropriate to the Contractor’s Dedicated Account Manager. The appropriate member(s) of the staff including, but not limited to the Dedicated Account Manager shall arrive on site at the Indiana Government Center campus in Indianapolis, IN by the next business day, if requested by the State.

 Operational Problem Resolution

Operational Problem escalation shall be handled as directed in the sub-agreement/SOW and Post Orders. Within sixty (60) days of the execution of the Contract, the Contractor and State shall have a Problem Resolution Plan that is mutually accepted to ensure full understanding of the issues and consequences of the plan. Any changes shall be documented in writing, and will not be official until the Vendor Contract Manager signs the document and any changes. The Contractor and State shall work in cooperation to resolve all matters. The Contractor will be required to arrive on site by the next business day, when requested by the User Agency or the Vendor Contract Manager. If a failure to follow the plan persists, it will be escalated as performance issues to the IDOA Vendor Contract Manager. At any point, the State has the right to invoke the Termination for Default clause.

1. Disaster Recovery Plan

The Contractor shall provide a copy of the Contractor’s most recent disaster recovery and continuity of operations plan within thirty (30) days of execution of the Contract. The disaster recovery plan shall demonstrate that in the event of a catastrophe, the State’s inconvenience would be extremely minimal. The plan shall include, but is not limited to, the process the State should follow to escalate issues. In the event that the Contractor amends the disaster recovery plan notification shall be sent to the State Account Manager and an electronic copy provided to the State. If the State is to take issue with the disaster recovery plan the Contractor shall modify it to accommodate the requests of the State and resubmit it to the State. The Contractor shall provide copies of the disaster recovery plan to all User Agencies upon request.

1. Customer Service Hours

The Contractor shall provide customer services for all User Agencies locations Monday through Friday from 7:00AM to 5:00PM EST. This on-going support shall be provided via a toll free telephone number, email, and fax. The Contractor’s Dedicated Account Manager shall be accessible by phone for emergencies such as, but not limited to, disaster relief to provide assistance with customer service or changes that need to be placed.

1. Customer Service Response Time

The Contractor shall resolve all customer service issues within 48 hours of submission.

1. **Scope of Work (SOW)**

A Scope of Work (SOW) is a sub-agreement to be utilized for adding additional scope of work during the contract period and shall provide a template that shall be completed by the Agency for the purpose of formality and confirmation of the expectations for the agency site location scope of work. The final version of this document shall be approved by the Agency, the Contractor, and the State, as part of this contract. The template for the SOWs can be found in **Exhibit C**.

All sub-agreements/SOWs will be written under the authority of, and consistent with, the terms and conditions of this prime contract. Scopes of Work are living documents that may change throughout the term of the contract dependent on the site operations and threat level conditions. Original signatures by the Contractor, the State Site Manager, and IDOA will be required for all sub-agreements/SOWs. The State and Contractor recognize that additional sites may be added during the contract term and any renewals. All Guard Types will be provided by the Vendor to any User Agency location in the regions designated in this contract at any time throughout the life of the Contract. A template has been provided for the new site designee to complete for the purpose of formality and confirmation of the expectations for the site location scope of work. The final version of this document shall be approved by the Site Designee, the Contractor, and the State, as part of this Contract. The template is made a part of this Contract and is incorporated herein by reference by **Exhibit C**.

The Contractor will help the User Agencies complete the SOWs and provide expert opinion, provide industry standards, and analyze all the risk factors that go into the security of the site locations. The Contractor will offer their expertise to ensure the State is getting the appropriate level of security while focusing on saving the State money. The Contractor will provide any documentation including but not limited to a formal report at the request of the State.

The SOW shall not be completed until all three parties sign on the SOW agreement. The order for signature on a SOW is:

1. Vendor Signature

2. User Agency Signature

3. Vendor Contract Manager Signature

Under no circumstances shall signatures go out of order. No agreements between the User Agency and the Contractor become complete or executed until the Vendor Contract Manager approves in writing.

No User Agency or Site Location shall be required by the Contractor to sign any other agreement or documents other than the SOW. The Contractor shall not prepare any documents or special language for the SOW without the express written consent of the Vendor Contract Manager.

The Contractor must fulfill all of the requirements in the executed SOW documents in the regions serviced.

The Contractor shall ensure, prior to executing a SOW billing and remittance instructions, contact information, including primary and secondary Emergency Call Procedures are listed in the SOW.

The State will provide Post Orders for each position needed at the work site. The Post Order will include but is not limited to the duties to be performed during each shift, procedures for handling an incident, a list of State contact persons to inform when an incident has occurred, emergency numbers and/or contact persons, and public or employee safety concerns. The Contractor shall ensure that any certifications required for assigned posts, such as CPR certification and valid IN Driver’s license for vehicle patrols, are current. The Contractor will ensure that all Guards will abide and perform the required duties in the Post Orders. The Contractor may work with the site designee to improve efficiencies and make suggestions as needed to improve the site operations or procedures. The Contractor shall ensure that all Post Orders for the respective site location are included in the SOW. The Contractor will ensure that all Guards know and follow their respective Post Orders.

Each position at the site location shall be listed and defined by the Guard Type, Level, whether designated as Union location, the number of hours, times, and days of coverage shall be included in the SOW. At no point should the hours billed to the agency exceed the number of hours listed in the SOW. The price listed in **Exhibit B** for the Guard Type listed in the executed SOW is the only price that should ever be charged to the agency without the express written consent of both the User Agency and the Vendor Contract Manager.

No invoice for the site location shall be issued to the User Agency without an executed SOW, unless otherwise accepted in writing by the Vendor Contract Manager. In emergency situations, the Contractor shall get written approval from the Vendor Contract Manager before placing a Guard. The Contractor will not add late fees, additional charges, or any additional cost to the State if there is a delay between the execution of the SOW and the Guard placement. The State will make a good faith effort to execute the SOW in a timely manner and send execution notice to the Contractor.

All SOW changes, modifications, deletions, or additions shall be in writing and must be mutually agreed upon by the Contractor, the User Agency, and the Vendor Contract Manager prior to any such change, modification, deletion, or addition taking effect.

The Contractor shall notify the User Agency and the Vendor Contract Manager immediately if it believes it cannot meet any requirements in the executed SOW, the Contract, or any other requirements provided by the User Agency in writing and shall provide remedies and alternatives. All remedies and alternatives should be of same or greater value, and shall be provided at no additional cost to the State. The Contractor and the User Agency will work together in partnership to determine the best resolution. The Vendor Contract Manager shall have final decision on how the Contractor shall progress.

Upon termination of any SOW, the Contractor shall cooperate with the User Agency in transferring all documents, books, records, and other property of the User Agency in the Contractor's possession or control, as may be reasonably requested by the User Agency, to the User Agency or such party as the User Agency may designate in writing.

1. **Quality Assurance**
	1. Services
		* + 1. The Contractor shall guarantee the services provided in the Contract. The Contractor agrees to provide all the types of Guards listed in **Exhibit B-** **State of Indiana Contract Pricing** regardless of volume requested or demand at the contracted rates listed in **Exhibit B**.
				2. The Contractor shall monitor the quality of Security Services by performing scheduled and unscheduled on-site inspections. The Contractor shall confer with User Agencies regarding deficiencies in the delivery of services, including review of incident reports, and discussion of improvement of services and safety procedures, and potential cost savings. The Contractor shall include the Vendor Contract Manager in all discussions unless otherwise requested by the Vendor Contract Manager. The Contractor shall remove and replace any unsatisfactory Security Guards.
				3. The Contractor shall ensure the quality of all Guards at all times. Every Guard shall be evaluated at least once a year to ensure that they are fit for the position and are trained and well versed in the demands of the position, are up to date on all position and site requirements including but not limited to Armed Guards having current, active firearm permits, and have received all necessary training.
				4. Quality Assessments

The Contractor shall do Quality Assessments annually. The Contractor will audit their processes and determine areas that need improvement, that cause issues, or could be improved. This should evaluate all systems, procedures, processes, requirements, and any other aspect of the program that in some way impacts the services provided through this Contract. The assessment should be submitted to the Vendor Contract Manager on an annual basis. The Contractor will take into consideration any suggestions, requests, or additions from the State.

The State reserves the right to request the Contractor to perform a Quality Assessment at any time. The State can request it to be site, regional, or the entire program. The State can give a list of specific concerns, all of which the Contractor shall address, in addition to their own findings.

Within ninety (90) days of notice, unless otherwise determined by the State in writing, the Contractor shall assess the given area and document any issues, including, but not limited to short comings, failures, lapse in services, areas that could be improved, and shall send the report documenting their findings, the cause of the issues, and how to eliminate the issue from ever happening again.

Included in the assessment documentation and report provided to the State, a Corrective Action Plan shall be issued by the Contractor for each cause, detailing the actionable cure for remedying the issue or issues. Upon Corrective Action Plan receipt, the State shall review and advise of any questions. If the State has no objections to the plan, the plan shall be implemented within twenty-four (24) hours. From that point, the Contractor has the agreed upon timeline to cure the issues. The timeline shall be determined by the State. If the Contractor still has any issue associated with the Corrective Action Plan purpose, by the end of the timeline, the State shall obtain a credit of $500 per occurrence from the Contractor in the form of a check with the supportive reporting model. At any point, the State has the right to invoke the Termination for Default clause.

* + - * 1. If for any reason the level of Guard requested by the User Agency cannot be provided by the Contractor, the Contractor will place a replacement Guard of a higher level at the location at the specified times, until the requested type of Guard is placed at the location. At no time will the Contractor bill the State for a higher rate than the price shown in **Exhibit B**, for the Guard Type requested by the User Agency.
				2. The Contractor will work with the Contract Manager anytime an issue of Quality occurs. The Contractor will take care of the issue and create a way to prevent reoccurrence. The Contractor will not consider any issue closed until the Contract Manager gives consent.
				3. The Contractor will continuously be looking for ways to improve their systems and look for changes in industry standards and new practices. The Contractor will evaluate every option and determine if it is in the best interest of the program and the State.

2. Guard Substitution

Security Guard substitution is not allowable unless pre-approved, in writing, by the State or User Agency and only then may the Guard be scheduled for work on the State’s facilities. The substituted Guard shall be of equal or higher level of capability, functionality, Guard Type, and quality and shall not exceed the contract price of the unavailable Guard Type. The Contractor shall submit a quarterly report of all Guards that have been substituted and for the length of time.

3. New Guards

* 1. The Contractor shall talk to the User Agency and shall compile all the agency requirements and ensure that the Guard meets all requirements, including but not limited to availability, criminal history checks, physical demands of the position(s), and demeanor.
	2. The Contractor shall ensure that all Guards have the appropriate uniform, is fully trained for the position, and has received site training prior to the Guard commencing work on this Contract.
	3. The Contractor shall follow-up with the User Agency at a minimum after the new Guard’s first day at the User Agency Location, and again after thirty (30) days after the Guard’s placement at a User Agency Location. If an issue is reported in any of the follow-ups the Contractor shall immediately remedy the issue.
	4. The Contractor shall provide notification when it is discovered a Guard is no longer capable to fulfill their duties, regardless of level, in writing to the State Contract Manager and each User Agency through the most expedient method possible. The notices, at a minimum, shall include location, complete description of duties, the replacement timeframe and reason for the replacement.
	5. The Contractor shall immediately replace any Guard not capable of fulfilling the demands of the position within forty-eight (48) hours at no expense to the User Agency (including labor, transportation, and materials).
	6. The Contractor shall issue a replacement Guard whenever one is unable to perform the duties, is not able to meet the requirements of the User Agency, or is otherwise deemed unfit by the State or the Site Supervisor. Upon State, User Agency, or Site Supervisor determination that a Guard is not fit, the Guard should be removed immediately and shall not return to the premises. Only when the User Agency and Contract Manager gives written approval may a Guard deemed not fit be placed at any site location that utilizes the Contract. When the State determines a Guard is unfit the Contractor will replace the Guard within forty-eight (48) hours. A temporary replacement of the same or greater security levelshall be provided to the State at no additional cost until a permanent Guard can be placed. The State shall be charged the lower price of the two Guard Types.
	7. Each User Agency shall have the option of accepting the Contractor’s selected replacement for all removed Guards. The terms of this Contract shall supersede any language to the contrary on purchase orders, invoices or other documents provided by the Contractor, the Contractor’s employees, subcontractors or other sources.
	8. The Contractor shall not place a security Guard of lower level than the User Agency requested unless approved in writing by the State and User Agency. If approved the State shall be charged the lower price of the two Guard Types.
1. **Ordering**
2. Ways to Place an Order

The Contractor shall be able to receive orders by any of the following methods: electronically via email, K-12/Library/OneIndiana BPS catalog, phone, fax, in store via purchase order and confirming purchase order. The Contractor shall have internal controls, approved by the State of Indiana, to:

 a) Ensure that only authorized individuals place orders

 b) Verify any orders that appear to be abnormal

1. Order Confirmation

An e-mail order confirmation shall be sent to the User Agency contact(s) within one (1) hour of Contractors receipt of order. This order confirmation shall include the following information; but not limited to, Order Date, The Contractor’s contact information, the User Agency, the Site Location Information, list of requested Guards, and the start date and start time. In lieu of an email address, this confirmation shall be faxed. If the confirmation does not match the requested Guards, the User Agency shall contact Customer Service.

1. Volume Discounts

The Contractor shall negotiate better pricing, while accomplishing the User Agency’s needs, with a User Agency on an individual basis at any time throughout this Contract period. If the User Agency is a State Agency, prior written approval from the State Contract Manager is required.

1. **Procurement**
2. K-12 / Library / OneIndiana / Other local governmental entities

The Contractor shall work with the State and K-12/Library/OneIndiana purchasing portal to provide the ability of either a punch-out or catalog to K-12 and other Governmental Entities purchasing off of this Contract. The K-12 schools shall have the ability to purchase directly through a separate catalog located on the K-12Indiana purchasing portal.

K-12Indiana Portal: [www.K12Indiana.com](http://www.K12Indiana.com)

LibraryIndiana Portal: [www.LibraryIndiana.com](http://www.LibraryIndiana.com)

OneIndiana Portal: [www.oneindiana.net](http://www.oneindiana.net)

1. Guard Availability

The Contractor agrees that there shall be no cancellation of Guards listed in the Contract in **Exhibit B- Pricing,** during the term of the agreement. The Contractor shall be able to place any of the listed Guard Types, within the appropriate amount of time, at the contracted amounts, regardless of volume and location. If in any instance the Contractor cannot meet a request in the appropriate amount of time, the Contractor shall work with the State Contract Manager to identify and implement alternative options that shall maintain or reduce costs and supply equal or greater quality and security levels with the replacements. The Contractor shall be prepared to offer detailed reports if requested by the State, displaying Guard requests that were not met, Guard turnovers per post/turnover rate, Guard volumes per region, and suggested replacements.

1. Fill Rate

The Contractor shall use commercially reasonable best efforts to ensure that the Contractor maintains a 100% fill rate on all security Guards listed in the **Exhibit B**. Any Type or Level of Guard listed in **Exhibit B- State of Indiana Contract Pricing** shall be provided at the contracted price. In addition a credit shall not apply if the Contract and the User Agency mutually agree to substitute the requested Guard with a similar Guard Type or Level. The amount the Contractor invoices the State for the substituted Guard shall not exceed the price of the Guard the Contractor was unable to provide.

 Contractor shall be prepared, upon request, to provide documentation of fill rate to the State and efforts to reduce Guard requests that were not met.

1. **Billing/Payment**
	1. Invoice

The Contractor shall invoice the State only after services have been rendered and all products and deliverables have been delivered prior to payment. The Contractor shall invoice the state only after completion of the work described in the SOW/ Sub agreement and the Contract, and as required below prior to any payment. The Contractor shall submit an invoice to the User Agency’s Bill To Address. The Contractor’s invoice shall identify, at a minimum, the information listed below:

Invoice Number, Invoice Date, User Agency’s Bill To Information, User Agency’s Site Location Information, applicable Union designation, Business Unit, Guard Level(s), amount of time worked **in quarter hour increments**, Dates of Service, the Contractor’s billing contact information, Employee ID, Unarmed or Armed Guard, Union or Non-union Guard, whether sub-contractor guard, Order Qty for each type and level of Guard, hourly rate and Invoice Total.

* 1. Billing

The Contractor understands and agrees that the invoice shall;

Include only charges for services that have been completed and rendered

Not include any charges not listed in **Exhibit B**.

Not include charges not listed in the corresponding SOW

Not include any charges for services to be done in the future, which shall have a separate invoice for payment on the same Purchase Order

If multiple invoices are sent for the same Purchase Order, at the direction of the User Agency there shall be a note this is for partial payment

Not include sales tax, travel fees, or shipping charges

* 1. Payments

It shall be the responsibility of the "Bill To" agency to make payment. Any questions concerning payment should be addressed to the “Bill To” agency listed on the SOW. If there is a dispute over charges on the State’s invoice, the State shall work with the Contractor’s assigned Account Manager to determine the issue and path of resolution.

The Contractor agrees that the timeframe for payment begins when the “Bill To” agency is in receipt of a correct invoice that meets the minimum requirements stated above and services have been rendered to meet the specifications and to the satisfaction of the User Agency.

The Contractor understands and agrees that the State shall not accept any responsibility for purchase orders issued by Governmental Entities, including K-12 entities or libraries.

1. **Reporting/Metrics**

The Contractor shall provide the State and User Agencies weekly, monthly, quarterly, ad-hoc reporting, and report customization at no cost for the duration of the Contract. The standard reporting listed below shall be available to the State or User Agency within 2 business days of the request unless the parties agree to a longer response period. Ad-hoc and customized reporting shall be provided within 5 business days. Reports shall include, but not be limited to, the following reports and criteria:

1. Savings Model

The Contractor shall work with the State Contract Manager to develop a mutually agreed upon Savings Model, within ninety (90) days of final State signature, which reflects the actual savings over the life of this Contract. The Contractor shall report on the Savings Model at each QBR and shall provide updates upon request.

1. Usage Reports

The Contractor shall track all usage data and provide the following information in a report at each QBR. The Contractor shall provide updates upon request.

* number, type and location of Guards
* incident reports per location
* unannounced inspections
* daily activity reports
1. Weekly Branch Manager Report for the State Contract Manager

The Contractor shall provide a Weekly Status Report to the State Contract Manager. This report shall include, per location:

* Number, date and description of incidents including resolution or action plan
* Number and date of no shows, indicating whether replacement guard filled vacant post
* Number, date and description of any personnel issues with guards, such as a guard being improperly dressed or a guard sleeping at post, including resolution or corrective action plan
* Description and date of location specific issues involving site designee or sub-contractor, including resolution or corrective action plan
* Number of, date, invoice number and description of invoice inaccuracies, including resolution or corrective action plan
1. Monthly Branch Manager Report for the State Contract Manager

This report shall also be presented at the Quarterly Business Review (QBR), or upon request. This report shall include, per location:

* Number of replacement guards for the reporting period
* Number and date of no shows for the reporting period, indicating whether replacement guard filled vacant post
* Number, date of incidents for the reporting period, with description and resolution or corrective action plan
* Number, date and description of any personnel issues with guards, such as a guard being improperly dressed or a guard sleeping at post, including resolution or corrective action plan
* Description and date of any personnel issues involving site designee or sub-contractor
* Number of new hires for the location, by guard level
* Number of guard terminations for the reporting period
* Number of guard resignations for the reporting period
* Number of guards currently in training
* Calculated turnover rate for the reporting period per State location
1. Pricing Audit Report

The Contractor shall work with the State Contract Manager to develop a mutually agreed upon pricing audit report that reflects the number and type of Guards per location during a 3 month period, prices on invoices, prices in **Exhibit B** and the price the User Agency paid to show the difference, if any. The Contractor shall provide this report at each QBR and shall provide updates upon request.

1. MWBE Subcontractor Compliance

The Contractor shall enter, on a monthly basis, payments into the Minority and Women’s Business Division online audit tool, to each Minority and Women’s Business subcontractor committed to in this Contract and report quarterly to the Vendor Contract Manager.

1. Indiana Economic Impact (IEI)

The Contractor shall track and report on a quarterly basis actual full time equivalent (FTE) employees that are Indiana residents specifically working on this Contract. The Contractor shall be held to the commitment specified at time of award, as detailed on the Indiana Economic Impact form in the RFP documents (see **Exhibit H**). FTE’s that shall be included in this report are employees working on this Contract ONLY. Employees working on this Contract, but not full time, shall be counted as a fraction or percent of one (1) employee. The Contractor shall work with the State to develop and provide the method of tracking IEI and detailed job descriptions within 90 days of final State signature.

1. **General Staffing Requirements**
	1. The Contract shall ensure that all Guards:
		1. Have the ability to read, understand, and apply printed rules and detailed orders.
		2. Have the ability to meet and interact appropriately with the general public.
		3. Have the ability to maintain poise and self-control under stress.
		4. Be able to write clear, accurate and detailed reports as required by the User Agency and Vendor Contract Manager.
		5. Maintain a clean, neat, and professional appearance
		6. Meet all health and physical requirements, including testing free of drugs.
		7. Are familiar with all appropriate procedures including, but not limited to, bomb threat and fire prevention procedures.
		8. Undergo specialized training as requested by the User Agencies or the Vendor Contract Manager. This specialized training will be determined in coordination with the Contractor and will be offered at no additional cost to the State.
	2. Working hours shall be determined by the User Agency and documented in the SOW.
	3. Services may be performed inside, outside, or both, depending on the requirements of the User Agency (and will be documented in the SOW).
	4. The Contractor shall ensure that all Guards are properly trained for their posts and meet all requirements specified by the User Agency. The Contractor shall comply with all rules, regulations, expectations, and requirements as described in the executed SOW for the post, site, region, and Master Services Agreement.
	5. Upon written request of the User Agency or Vendor Contract Manager, the Contractor shall rotate Guards to prevent fraternization.
	6. The Contractor shall orient new Guards as to tours of duty, Post Orders, and regulations.
	7. The User Agency may provide a training manual outlining the basic expectations of the Guards and the function of the facility. The Contractor may work with the site designee to assist with manual development or updates.
	8. User Agencies may require the presence of a supervisor on-site daily as determined by the User Agency or the Vendor Contract Manager. A supervisor must be immediately available to respond to any emergency situation, regardless of routine visits to the site.
	9. The User Agency reserves the right to meet and approve or deny the placement of Guards recommended for key positions, including but not limited to Site Supervisor/Guard in Charge, Control Room Guard, or Dock Guard.
2. **Qualifications and Licensing**
	1. The Contractor agrees that all Unarmed Guards under the age of 21 placed at State sites must be approved by the User Agency prior to starting work on this Contract.
	2. The Contractor agrees that all Armed Guards placed at State sites must be at least 21 years of age. Authorized Armed Guards are required to satisfactorily meet or exceed all applicable laws and regulations with respect to firearms licensing, certification, and training. Armed Guards must possess a current and valid license to carry firearms.
	3. The Contractor shall ensure that Guards who hold specific certifications as required by the post’s SOW (such as CPR, firearms, etc.) maintain current certification, permits, licenses, etc. and will provide documentation of such at the request of the State.
	4. The Contractor will also provide annual training for conflict resolution, basic patrolling procedures, code of conduct, etc. The Contractor shall make the best efforts and encourage its interested employees to be certified through the American Society for Industrial Security (ASIS) International.
	5. Documentation of qualification and licensing shall be retained in the permanent portion of each Guard’s personnel file.
	6. Annually, or as required under applicable state law, Armed Guards are required to complete an authorized refresher/re-qualification course. A certificate of Refresher/Re-Qualification Course Completion, signed by a qualified instructor, shall be maintained in the Guard’s personnel file and shall be available upon request to the State.
	7. Contractor will conduct background checks, including but not limited to local and NCIC criminal histories, on all Guards placed at State sites at no additional cost to the State. These checks will be completed prior to a Guard beginning work at a State site. Contractor must provide written confirmation to the User Agency and the Vendor Contract Manager that the results are compliant with the requirements of the User Agency and the State. If additional background checks are required due to the specific requirements of a site, the Contractor must comply at no additional cost to the State.
	8. The Contractor shall certify that all Guards being supplied to the State have not had any felony conviction or violent crime conviction in the past seven years.
	9. The Contractor shall certify that all Guards placed at State sites have not been convicted of any drug use, drug sales, or drug possession in the past two years.
	10. The Contractor shall certify that all Guards placed at State sites have never been convicted of murder or any sexual assault crime.
	11. The Contractor will be compliant with IC 25-30-1.3-7 (Indiana Private Investigator and Security Guard Licensing Board Administrative Code) as amended during the term of this agreement, and remain compliant throughout the duration of this contract. The Contractor must be willing to provide a copy of this licensure at any time it is requested by the State. A current copy of the licensure may be kept on file with the State Vendor Contract Manager if necessary.
3. **Coverage Requirements**
	1. The Contractor shall maintain the requested coverage at each site location, based on the most recent executed SOW.
		1. Any intended or unintended absenteeism or tardiness shall not absolve the Contractor from maintaining contracted coverage levels. The Contractor shall maintain adequate staffing levels to remain in compliance with this requirement.
		2. In the event that a post becomes unstaffed due to extended leave, vacation, or re-assignment, the Contractor will provide a minimum of 24 hours advance notice to the Site Designee. In the event of an emergency or unexpected staffing absence, advance notice is not required. Unless otherwise approved by the State Vendor Contract Manager, the position shall not be vacant for any shift; a replacement Guard shall assume the vacant post immediately.
		3. On Demand Services
			1. The Contractor will provide Guards on an “on demand” basis when requested by a Site Designee or the Vendor Contract Manager. Once the Contractor has been notified of an on-demand request, the Contractor will confirm in writing the details of the request to ensure proper deployment of resources. Confirmation may be sent by fax or email to the Site Designee as agreed upon by both parties at the time of the request, or as provided for in the SOW. The Contractor’s Account Manager will confirm that the on-demand Guard assumed the post on the date and time agreed upon. Should the Contractor fail to comply, see Emergency Guard Placement procedures.
4. **Rates and Billing**
	1. The Contractor may charge a minimum time of one hour, in the event that shorter term services are required.
	2. The User Agencies will only be billed for hours worked.
	3. The Contractor will pay the Guards placed at State sites no less than the “State Required Minimum Regular Wage Per Hour” as provided in Exhibit B.
	4. If an emergency presents itself and a State site closes, payment shall be made only for those hours actually worked. No payment will be made for days the workplace is closed, unless services are required by the User Agency.
	5. Regular Rate
		1. The Contractor shall provide Guards at the regular hourly wage rate and regular hourly bill rate as listed in Exhibit B. The State will only be charged for the actual hours worked. This includes all Regular assignments, On Demand assignments, and Emergency assignments.
	6. Overtime
		1. In the event that a Guard works more than 40 hours in a week, the Contractor is responsible for paying the Guard the appropriate overtime rate, but will not bill the overtime to the State. Any exception and subsequent billing of overtime must be approved in writing by the Site Designee prior to any overtime hours being worked or paid.
	7. Union Designation

a) The Contractor shall provide written documentation of locations that are designated as locations that require Union Guards. Documentation shall include effective date of Union designation, Guard Type and Level.

b) If at any time the Union designation changes, the Contractor shall provide written documentation of the change in designation to the Vendor Contract Manager immediately.

c) The Contractor shall provide written documentation of the Union designations to the Vendor Contract Manager on an annual basis.

1. **Appearance**
	1. The Contractor will provide professional uniforms and required Contractor equipment (radios, cell phones, etc.) to all Guards at no cost to the State. All uniforms must be approved by the State of Indiana. Uniforms must be readily identifiable as security guards and should not appear to be that of law enforcement personnel or easily mistaken for police officers.
	2. The Contractor shall additionally ensure that all Guards exhibit a neat, clean appearance and professional demeanor at all times.
2. **Guard Placement**
	1. The Contractor shall supply “Temporary Placement” Guard(s) at the request of any User Agency. Requests for “Temporary Placement” Guard(s) shall be fulfilled within forty-eight (48) hours with a Guard that meets all requirements of the Master Services Agreement, SOW, Post Orders and any other needs expressed in writing by the User Agency or Vendor Contract Manager.
	2. The Contractor shall supply “Emergency Placement” Guard(s) at the request of any User Agency. Requests for Emergency Guard(s) shall be fulfilled within forty-eight (48) hours with a Guard that meets all requirements of the Master Services Agreement, SOW, Post Orders, and any other needs expressed in writing by the User Agency or Vendor Contract Manager.
		1. In the event of an emergency placement, including Temporary Placement Guards, the User Agency shall request approval from the Vendor Contract Manager to proceed with placement prior to the execution of a SOW, which will be routed as soon as possible after the request has been made. Service, when approved by the Vendor Contract Manager, may begin prior to the SOW’s execution.
	3. The Contractor shall supply “Permanent Placement” Guard(s) at the request of any User Agency. Requests for Permanent Guard(s) may be fulfilled within two (2) business days of the request with a “Temporary Placement Guard,” if a Permanent Guard is not yet available. The Permanent Guard (Guard who will assume Post for life of Contract) shall be placed within thirty (30) days of the request. Both the “Temporary Placement Guard” and the Permanent Guard must meet all requirements of the Master Services Agreement, SOW, Post Orders and any other needs indicated by the User Agency or Vendor Contract Manager.
3. **Guard Responsibilities**
	1. The Guard is required by the State to complete Daily Activity Reports or Shift

Reports. The report should include, but is not limited to, missing keys, doors left open or unlocked, broken or open windows, unsecured areas, safety hazards, alarms sounded, telephone problems, etc. Additional information may be required through the SOW. Copies shall be available to the Vendor Contract Manager and the Site Designee upon request. If necessary, a Daily Activity or Daily Shift Report may be designed and agreed upon by the Vendor Contract Manager and the Contractor.

* 1. The Guard will supply his/her Site Supervisor with incident reports as required by the SOW. This report shall include, but is not limited to, each situation or incident occurring during the shift or day such as theft, a customer/client injury, fires, suspicious articles left unattended, alarms sounded, etc. The report should include name(s) of victim, witnesses, suspect’s name, whether first responders were notified (and why or why not), first responders’ name and badge number, etc. The Site Supervisor or Officer-in-Charge will at a minimum send an email notification to the State Site Designee and the State Contract Manager of the incident. The Site Supervisor or Officer-in-Charge will send a full report from the Guard within 24 hours of the incident. These incidents should be noted in the Weekly Report to the Vendor Contract Manager.
1. **Armed Guards and Armed Security Officers**

 1. Armed Guards

* + 1. When requested, the Contractor will supply the State with documentation of industry standards and expert information to demonstrate the acceptable standards and expectations regarding handguns.
		2. Armed Guards must have an active Indiana Issued Handgun permit to assume an Armed Post under the conditions of this Contract. The Contractor is responsible for ensuring that all gun permits are current and valid. Under no circumstances shall an Armed Guard report for duty with an expired or revoked Handgun Permit.
		3. The Contractor will ensure that all guns receive maintenance at a minimum of once per year. The Contractor is responsible and liable for the cleanliness, use, safe-keeping, and handling of weapons on State premises. Contractor will provide documentation to verify maintenance when requested.
		4. The Contractor shall ensure that all Armed Guards have been adequately trained and have completed annual live fire qualification, during which the Guard performs live fire range qualification to demonstrate proficiency with the firearm that will be used on the User Agency’s site in a shooting range practicing proper weapon handling and safety procedures.
		5. Upon reasonable doubt or concern, the State shall have the right to request that the Contractor perform an inspection of firearms at any time at no additional cost to the State. The Contractor must immediately remove the weapon from the premises and replace the weapon and, if necessary, the Guard to ensure the Site’s Guard requirements are met. If a firearm is deemed unfit for any reason by the State, the firearm shall be removed immediately and only returned after the express written consent of the User Agency and Vendor Contract Manager, after proof of clean inspection from a neutral third party has been provided. This inspection shall not incur any additional costs to the State.
		6. The Contractor will inspect all firearms prior to their appearance at any State site. Exhibit G: Firearms Checklist shall be completed and kept on file each time the Contractor inspects a weapon. After initial check and placement at a State site, this checklist must be completed at a minimum of once per year. The State shall receive completed copies of each checklist for each firearm; all checklists shall be retained by the Contractor for the life of the contract.
			1. The State may update the Firearm Checklist and any other firearm requirements in writing. Upon receipt, the Contractor shall comply. The Contractor shall note any additional concerns, suggestions, expert opinions, etc. on the Firearm Checklist.
			2. This checklist is in no way intended to be exhaustive of the State’s safety or security measures for having weapons present at a State site. The Contractor is fully responsible and liable for any weapons in the possession of or belonging to the Contractor, the Contractor’s employees, or the Contractor’s designees at a State site. In addition to State and Federal requirements, the Contractor shall use expert opinion and industry standards to determine the safety and security of a firearm.

 2. Armed Security Officers

* + - * 1. The Contractor agrees that all items in section 1: Armed Guards also apply to Armed Security Officers.
				2. The Contractor agrees that Armed Security Officers assigned to State posts meet the qualifications in RFP Section 1.4 Summary Scope of Work.
1. **Property**
	1. Property of the State
		* + 1. In connection with the services provided under this Contract, the Contractor (or a subcontractor) may provide or install equipment only with express written consent of the State. Installation shall be completed at no additional charge to the State or User Agency. All such equipment is for the Contractor’s use, such equipment will remain the property of the Contractor at all times, and Contractor will remove and take all such equipment upon termination of this Contract. The Contractor is not selling or leasing any of the equipment to the State.
				2. Any damages, destruction, or other harm to the State or User Agency’s property during the approved installation or removal will be the responsibility of the Contractor. The Contractor will be responsible for the replacement or repairs and all costs associated.
				3. It is the Contractor’s responsibility to maintain the conditions of the facilities and property provided by the State to the Contractor.
				4. The Contractor shall be liable for any damage, loss, destruction, or other harm to the State or User Agency’s property including facilities. Costs for replacement or repairs and all costs associated will be the responsibility of the Contractor.
				5. The Contractor is responsible for supplying and maintaining all equipment, technology, software and anything else that is necessary to perform the services described in this contract, the duties and responsibilities of the Contractor, and meet all service level agreements, metrics, and executed SOW’s.
				6. The State will not be held liable for any damage to the Contractor’s property that the State’s property or facilities may cause.
				7. Any property the State entrusts to the Contractor shall be recorded and any property the Contractor shall have on any User Agency site shall be recorded in a Master Property List. The Contractor shall ensure that the list is kept up-to-date and notify the Vendor Contract Manager immediately of any changes. All changes shall be signed off by both the Contractor and then the Vendor Contract Manager. The State shall have sole discretion as to which party shall retain any item not found on this Master Property List at the end of the Contract. The Master Property List will include, but is not limited to the piece of property, the condition, any details that may be applicable including information on the asset label, the location, owner of the property and the date it became a part of this Contract. Anything listed as property of the User Agency or the State on the Master Property List shall be returned to the corresponding User Agency. If the User Agency no longer is able to be reached, the property is owned by the State, or any other reason it cannot be returned to the User Agency, the Vendor Manger shall instruct the Contractor how to proceed. The Contractor will be responsible for anything on the Master Property List not returned to the State or User Agency at the end of the Contract. No additional costs shall be incurred by the State nor the User Agency for the return of property and services that may be required during the end of this Contract.
				8. The Guards shall be properly trained by the Contractor to use all State property to prevent damage and misuse.
2. **Miscellaneous Commitments**
	1. Subcontracting
		* + 1. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontract agreements are approved by the State, each shall contain all sections of this Contract. The Contractor shall be the Prime Contractor and shall be responsible for all work performed on this Contract.
				2. The State considers Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all Subcontractor charges resulting from this Agreement. The State, other than approving such Subcontractors has no obligation, financial or otherwise, to any Subcontractor and shall not be deemed in privity with any Subcontractor.
				3. The Contractor shall be the main point of contact for the Contract. No User Agency shall have direct contact with the Subcontractor unless the User Agency requests to meet with the Subcontractor. Upon request the Contractor shall be present in meetings with Subcontractors.
				4. The State will have no requirement to interface with any of the Subcontractors. Should the State wish to maintain direct contact with Subcontractor, Contractor will agree to remove that Subcontractor from the Contractor managed program, at which time all performance and payment obligations to the said Subcontractor shall rest with the State.
				5. The User Agency will not ever see a difference in services regardless of which company employs the onsite Guards.
				6. The Contractor takes full responsibility and understands that all requirements in this Contract are obligatory and at no time shall the Contractor lapse regardless of the use of Subcontractors in this agreement.
				7. The Contractor shall manage the Subcontractors. Reports shall be given at a minimum quarterly to assess their performance. These reports shall be provided to the Vendor Contract Manager within seven (7) business days of completion. If the State takes issues with anything in the report or feels something was overlooked the Contractor will immediately address it and remedy it with the Subcontractor.
				8. The Contractor understands that they are solely responsible for the management of the Subcontractors. The Contractor guarantees the performance of all Subcontractors.
				9. The Contractor shall hold all Subcontractors to the SLAs, Metrics, and other requirements in this Contract. When a Subcontractor misses a Metric, SLA, or other requirement from the State the Contractor is solely responsible and shall make right with the User Agency.
				10. The State shall receive a credit for part or all of the management fee on a job when the Contractor has not fulfilled all or part of the duties and responsibilities of managing a Subcontractor. When this happens the State and the Contractor will find a mutually agreed upon amount and means for the credit.
	2. Corrective Action Plans
		1. The State reserves the right to ask the Contractor for a Corrective Action Plan (CAP). The State has the discretion to accept multiple Corrective Action Plans from the Contractor, over the life of the contract, if deemed appropriate by the State.
		2. If the State elects to request a Corrective Action Plan, the Contractor shall have (5) business days to provide the Corrective Action Plan detailing the actionable cure for remedying the issue or issues of each performance metric in need of correction. Upon Corrective Action Plan receipt, the State shall review and advise of any questions. If the State has no objections to the plan, the plan shall be implemented within (24) hours. From that point, the Contractor has the agreed upon timeline to cure the issues. The timeline shall be determined by the State. At any point, the State has the right to invoke the Termination for Default clause.
	3. Location Assessments

Upon request the Contractor shall evaluate a site and determine the level and number of Guards the facility needs. The Contractor shall discuss with the User Agency the security services requested. If necessary or requested by the User Agency the Contractor will perform an on-site assessment. The Contractor shall determine the most cost effective Security Services while meeting the needs of the site. A report will be given to the Vendor Contract Manager and the User Agency within five (5) business days of completion. The structure of the report will be agreed upon within sixty (60) days of completion of the Contract. The Contractor shall report to the State on any changes they believe need to be made. The report at a minimum shall contain site threats, regional demographics, crime in the area, demands of the positions, industry standards, and any additional information requested by the User Agency or the Vendor Contract Manager. This assessment is a part of the contract and shall not have any additional charge.

* 1. Employee Purchase Program/Discount

Details of the Employee Purchase Program shall be listed on the State Personnel website so that all State Employees may take advantage of the program.

The Contractor shall extend this program to K-12, Library and other Governmental Entities and work directly with these entities for any set up that is required. These entities have direct approval on how/if this program is implemented.

* 1. Purchasing Card

The Contractor shall accept the State’s Purchasing Card (P-Card) as an optional form of payment, if advised by the State Contract Manager. The Contractor shall accept any credit card-user handling fees associated with the acceptance of the State’s Purchasing Card.

 6. Vehicles and Escort Services

a) The Contractor shall provide Vehicles to supplement Security Guard Services whenever deemed necessary by the mutual agreement of a User Agency and the Contractor, and approved by the IDOA Vendor Contract Manager through an executed Scope of Work (SOW).

1. Preferred Makes/Models: Branch Managers may select which vehicle make/model is best suited for locations and scope of work. Standard color would be white and include the Contractor’s Logo Decal Kit, unless otherwise specified. Pricing will be determined based on the make/model that has been determined to be best suited and will be clearly outlined as part of the location’s SOW.
2. Required Equipment: All street-legal vehicles, as defined by IC Title 9, must display the company-approved **decal kits** and must be maintained with the following equipment:
	* + 1. Amber light bar (magnetic mount)
			2. Tattletale Wireless Alarm kit (Mobile/Road Patrols only)
			3. Emergency roadside kit (flares, pylons, etc.)
			4. First Aid Kit
			5. Handheld spotlight
			6. Jumper cables
			7. Snow chains/cables (where regionally appropriate)
3. Billing: TBD based upon RFP response.

b) Security Escorts – unarmed and armed – will be provided by Mobile Security Officers upon request with a 30 day notice prior to service date. Security Escorts may include a Contractor branded vehicle upon request; all Security Escorts must have an executed Scope of Work (SOW) prior to performing services. In the event of an emergency request – within less than 30 days – the fulfillment of the request will be at the discretion of the Vendor and may proceed without an executed Scope of Work at the discretion of the State Vendor Contract Manager.

i. Preferred Makes/Models: Branch Managers may select which vehicle make/model is best suited for locations and scope of work. Standard color would be white and include the Contractor’s Logo Decal Kit, unless otherwise specified. Pricing will be determined based on the make/model that has been determined to be best suited and will be clearly outlined as part of the location’s SOW.

1. Required Equipment: All street-legal vehicles, as defined by IC Title 9, must display the company-approved **decal kits** and must be maintained with the following equipment:
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			4. First Aid Kit
			5. Handheld spotlight
			6. Jumper cables
			7. Snow chains/cables (where regionally appropriate)
2. Billing: TBD based on RFP responses.

 U. Monitoring

          Monitoring

 The State shall monitor and review the Contractor’s delivery of services during the term of this Contract.  The procedure that the State uses for monitoring the Contractor may change during the term of this Contract, and the Contractor will be notified of any changes in procedure.  The procedure that the State uses for monitoring the Contractor may include, but not be limited to, the following:

 1 Review of invoices/claims submitted by the Contractor for payment, in relation to the service categories and service rates approved by the State in **Exhibit B** – **State of Indiana Pricing** and paid in accordance with the specifications outlined in **DUTIES OF CONRACTOR** section**.**

 2 Information received verbally (which will include a contemporaneous written summary of such information when possible and appropriate) or in writing from User Agencies concerning the Contractor’s delivery of services requested or approved.

 3 Review of the results of services provided in relation to the desired outcomes of those services as stated in **RFP 19-59** and the Contractor’s RFP Proposal; and

 4 Information contained in the reports and evaluations relating to the Contractor’s delivery of services under this Contract.

1. Consideration

Total Remuneration under this Contract shall not exceed $5,000,000.00. The Contractor agrees that all prices include all services and administrative costs required to provide services to all State locations unless specifically approved, in writing, by the State.

**Pricing**

The Contractor shall provide Guard Types identified by the State, K-12, and Library entities as security Guards required by the Using Agencies to support normal business operations on a regular basis, as referenced in **Exhibit B.**

**Pricing Terms**

1. Price Hold

All prices shall remain set and unchanged for the initial twelve (12) months after the Contract effective date. The net effect of any price changes cannot increase the total cost to the State. After the initial 12 month period, price increases shall be approved by the State of Indiana on an annual basis with valid documentation including but not limited to Employee Cost Index (ECI), industry standards, and valid documentation from providers on list price increase. Price increases per Guard Type shall continue to reflect the Contractor's original discount percentage or better. Price increases per Guard Type shall not negatively impact the Minimum Wage Rate Per Hour as described in **Exhibit B**. Price change will go into effect 30 days after the Amendment to the Contract has been fully approved and placed on the Transparency Portal.

Guard Type list price and invoicing reviews will begin at the first quarterly business review and at every quarterly review for the remainder of this Contract. The State reserves the right to adjust the Guard Types list price during the initial twelve (12) months. Adjustments will be done only if there is a cost savings to the State. All adjustments must be mutually agreed upon before taking effect.

The approval document for price changes shall be issued through an amendment to this Contract by the State and include a new Guard Type listing, or **Exhibit B**, which will replace all prior versions of the Guard Type listing.

1. Price Match

If it is discovered that a Guard Type can be provided from a competitor at a User Agency location for a price lower than its current contracted pricing, the Contractor shall match the lower price or the discounted margin when there is a cost savings to the User Agency (meaning the difference between the amount the competitor offers to bill to the agency and the wage rate they pay their employee shall be applied to the bill rate listed in **Exhibit B**), for all products and services that are an exact Guard Type match. Contractor must agree to the price match. When the User Agency is a State Agency a price match must have the approval of the State Contract Manager, as a special request purchase shall be required.

**Pricing Errors, Overcharges and Non-Existent Fiscal/Service Documentation**

 1. Pricing Errors and Overcharges

 For any pricing errors or overcharges discovered by either party, the Contractor shall reimburse the State in full for all overcharges. Any pricing errors shall be corrected within 2 weeks of notification to the Contractor of the error. The invoice date must reflect the date the corrected invoice was resubmitted to the User Agency. The Contractor shall provide a credit to the Using Agency for pricing errors or penalty fees.

 2. Non-Existent Fiscal/Service Documentation

 The Contractor shall, upon written demand by State, be required to repay to the State all sums paid by the State to the Contractor, for which adequate fiscal and/or service delivery documentation is not in existence for any time period audited.  If an audit of the Contractor results in an audit exception, the State shall have the right to set off such amount against current or future allowable claims, demand cash repayment, or withhold payment of current claims in a like amount pending resolution between the parties of any disputed amount.

**Financial Warranty**

The Contractor shall not use the State of Indiana's Contract pricing, as listed in **Exhibit B**, to negotiate lower prices on existing or new contracts ("Competing Contracts") with entities that are User Agencies, as defined in **Section 1(A)** of this Contract. If the Contractor executes Competing Contracts that include any Guard Types contracted hereunder to a User Agency, and the Guard Type is provided at a price lower than that which is charged under this Contract, the lower price per Guard shall be effective from the date the Competing Contract was executed.

In addition to the State's new Contract price per Guard Type, which resulted from the Competing Contract's lower price per Guard Type, the Using Agency shall also be entitled to a credit for the difference between the amounts paid per Guard Type, as listed in **Exhibit B**, and the Competing Contract's lower price per Guard Type. The credit will be calculated based on the historical usage by each User Agency from the date the Competing Contract was executed to the date the vendor updates the Guard Type prices in their invoicing.

**3. Term**. This Contract shall be effective for a period of \_two (2) years, with an option for (2) 1 year renewals.. 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**.

A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. 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.

B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State’s prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor’s legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

**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:

* 1. IC §24-4.7 [Telephone Solicitation Of Consumers];
	2. IC §24-5-12 [Telephone Solicitations]; or
	3. 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.

1. 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.

**16. Disputes.**

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 IC § 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 IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

**17. Drug-Free Workplace Certification.** As required byExecutive 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.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of $25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

1. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor’s workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor’s policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
3. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
4. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
5. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**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**. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, 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 will not provide 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. Indiana Veteran Owned Small Business Enterprise Compliance**.  Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise (“IVOSB”) participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as “Attachment A-1” in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA’s IVOSB Division (“IVOSB Division”) and may require an amendment. It is the State’s expectation that the Contractor will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract: **[Add additional IVOSBs using the same format.]**

IVOSB COMPANY NAME PHONE EMAIL OF CONTACT PERSON PERCENT

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Briefly describe the IVOSB service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

A copy of each subcontractor agreement must be submitted to the IVOSB Division within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana’s subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W-478, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to IndianaVeteransPreference@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: [www.in.gov/idoa/mwbe/payaudit.htm](http://www.in.gov/idoa/mwbe/payaudit.htm). The Contractor may also be required to report IVOSB certified subcontractor payments directly to the IVOSB Division, as reasonably requested and in the format required by the IVOSB Division.

The Contractor’s failure to comply with the provisions in this clause may be considered a material breach of the Contract.

**27. Information Technology Enterprise Architecture Requirements.**  If this Contract involves information technology-related products or services, the Contractor agrees that any such products or services are compatible with the technology standards, including the assistive technology standard, all found at <https://www.in.gov/iot/2394.htm>. The State may terminate this Contract for default if the terms of this paragraph are breached.

**28. Insurance.**

A. The Contractor and its 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 not less than $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 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 with limits no less than $700,000 per cause of action and $5,000,000 in the aggregate.

5. Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.

6. Surety or Fidelity Bond(s) if required by statute or by the agency.

7. Cyber Liability if requested by the State addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than $700,000 per occurrence and $5,000,000 in the aggregate.

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.

**29. 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**30. 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.

**31. 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.

**32. Minority and Women’s Business Enterprises Compliance.**

Award of this Contract was based, in part, on the Minority and/or Women’s Business Enterprise (“MBE” and/or “WBE”) participation plan as detailed in the Minority and Women’s Business Enterprises Subcontractor Commitment Form, commonly referred to as “Attachment A” in the procurement documentation and incorporated by reference herein**.** Therefore, any changes to this information during the Contract term must be approved by MWBE Compliance and may require an amendment. It is the State’s expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following MBE/WBE Division (“Division”) certified MBE and/or WBE subcontractors will be participating in this Contract: **[Add additional MBEs and WBEs using the same format.]**

MBE or WBE COMPANY NAME PHONE EMAIL OF CONTACT PERSON PERCENT

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

A copy of each subcontractor agreement must be submitted to the Division within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana’s subcontractor payment auditing system), emailed to MWBECompliance@idoa.IN.gov, or mailed to MWBE Compliance, 402 W. Washington Street, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: [www.in.gov/idoa/mwbe/payaudit.htm](http://www.in.gov/idoa/mwbe/payaudit.htm). The Contractor may also be required to report Division certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division.

The Contractor’s failure to comply with the provisions in this clause may be considered a material breach of the Contract.

**33. Nondiscrimination**. Pursuant to the Indiana Civil Rights Law, specifically 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”). The 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,theContractor 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.

**34. Notice to Parties**. Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

B. Notices to the Contractor shall be sent to:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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.

**35. 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.

**36. Ownership of Documents and Materials.**

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.

**37. 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. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform 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.

**38. 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.

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.

**39. 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.

**40. Public Record.** The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on the transparency portal as required by IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

**41. 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.

**42. 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.

**43. 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.

**44. 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.

**45. 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 Contract 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.

**46. 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.

**47. Travel**. No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the Budget Agency’s *Financial Management Circular – Travel Policies and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Circular* guidelines.

**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 standard contract clauses (as contained in the *2018* OAG/ IDOA *Professional Services Contract Manual* orthe *2018 SCM Template*) in any way except as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**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.**

**Agreement to Use Electronic Signatures**

**[Applicable only to contracts processed through SCM]**

 **In Witness Whereof**, the 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)

Lesley A. Crane, 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)

Dewand Neely, Chief Information Officer

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 EXHIBIT A

 DEFINITIONS AND ABBREVIATIONS

* 1. This document is an exhibit to the Master Services agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services agreement shall be resolved by giving precedence and effect to the Master Services agreement.

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

Account Management Team-The Account Management Team is the designated persons assigned by the State and by the Contractor for the administration of this Contract. The Account Management Team responsibilities are separate from the Operational Management Team.

Administrative Reports- Reports provided by the State and the Contractor for the administration of this Contract to track dollars spent, agency usage, and overall performance. The Administrative Reports are separate from the Operational Reports.

Armed Guard-Contractor Employee duly authorized, trained, and licensed to carry a firearm.

Completed Scope of Work (Completed SOW) - A scope of work (SOW) document that has been written by the User Agency using the appropriate template, see **Exhibit C**. The Contractor signature must be first, then the User Agency signature. The SOW is executed or completed when the Vendor Contract Manager approves and signs the document. It is not executed or binding without the Vendor Contract Manager’s signature.

DSR-Daily Situation Report (May also be referred to as Incident Report)

Emergency Placement- This placement is requested by an agency due to emergency circumstances. Requests for Emergency Guards should be fulfilled within two (2) hours with a Guard that meets all requirements of the Master Agreement, Scopes of Work, Post Orders, and any other needs expressed in writing by the User Agency or the Vendor Contract Manager.

Executed Scope of Work (Executed SOW) - A scope of work (SOW) document that has been written by the User Agency using the appropriate template, see Exhibit C. The Contractor signature must be first, then the User Agency signature. The SOW is executed or completed when the Vendor Contract Manager approves and signs the document. It is not executed or binding without the Vendor Contract Manager’s signature.

Full Time Equivalent (FTE)-The State defines FTE as a measurement of an employee's productivity on a specific project or contract. An FTE of one would mean that there is one worker fully engaged on a project. If there are two employees each spending 1/2 of their working time on a project that would also equal one FTE.

IAC-The Indiana Administrative Code.

IC- Indiana Code.

Implementation-The successful implementation of security Guard services as specified in this contract.

Incident Report- Reports that are required to be completed by the attending Guard and provided to the State Site Designee should a situation or incident occur during the Guard’s shift, including but not limited to theft, a customer/client fall, fires, suspicious articles left unattended, alarms sounded, etc. These reports shall also be provided to the Vendor Contract Manager or other State Designees upon request.

Installation-The delivery and physical setup of products and services requested in this contract.

KPI- Key Performance Indicator

Level 1 – Unarmed Guards - All Regions – Basic site monitoring, perimeter survey, public information assistance, holds a single post. Basic communication skills and requires direction in emergency situations. See Follow duties in the executed Scope of Work.

Level 2 – Unarmed Guards – All Regions – Maintain secure restricted site access, perimeter survey, emergency notification and assistance, public information assistance, and may be able to work at more than one post. Good communication skills required and direction required in emergency situations. See Attachment H – Scope of Work

Level 3 – Unarmed Guards – All Regions – Good situational awareness at assigned post, cross trained and proficient at more than one post. Ability to respond to emergency situations with some assistance. Basic knowledge and understanding of site operations and personnel assignments. Very good communication skills required and in the absence of site manager may also act as Guard-in-Charge. Follow duties in the executed Scope of Work.

Level 4 – Unarmed Guards – All Regions – Good all-around situational awareness of complete site operations. Complete knowledge and understanding of site operations and personnel assignments. Good interpersonal skills, takes direction well, excellent communication skills. Must be able to handle emergency situations without supervision. Follow duties in the executed Scope of Work

Level 5 – Unarmed Campus Security Leader –Training all necessary staff on campus operations, advanced technology, skills needed for control room management, oversee performance and calibration of the various systems to maintain proper security level, implement security policies and recommend enhancements to proper staff members based on security expertise and observations, act as liaison between internal and external customers to maintain proper protocol and a secure environment. Follow duties in the executed Scope of Work

Level 1 – Armed Guard – All Regions – Office and staff security, perimeter survey, manage negative behavior, contact count/city emergency personnel if needed. Basic communication skills and direction required in emergency situations. Follow duties in the executed Scope of Work

Level 2 – Armed Guard – All Regions – Office and staff security, perimeter survey, manage negative behavior, contact county/city emergency personnel if needed. Has the ability to work remote posts. Excellent communication skills and ability to act in unsupervised situations and/or act as a Guard-in-Charge in the absence of site manager. Follow duties in the executed Scope of Work.

Level 3 – Armed Guard – All Regions – Complete knowledge and understanding of site operations and personnel assignments. Very good communication skills and will act as Guard-in-Charge or Shift Supervisor for other Armed Guards on premises. Follow duties in the executed Scope of Work.

Level 1 – Region 3 – Special Deputy – Office and staff security, manage negative behavior, contact county/city emergency personnel if needed. Excellent communication skills. Guard must be adequately bonded, trained, and certified in the possession of firearms, possess general police powers including the power to arrest and be affiliated with an Indiana police agency. Follow duties in the executed Scope of Work.

NCIC-National Crime Information Center

Officer-in-Charge- Contractor Employee that will act as the site supervisor and will work in conjunction with the State site management team to oversee the day-to-day management of the guards’ shifts and duties. Officer-in-Charge may also act as the liaison between the State and Contractor when needed. May also be referred to as the Site Supervisor.

On-Demand Services - Additional Services, some may be urgent, that will be required at a time determined by the State and confirmed by the Contractor

Operational Management Team- The designated persons assigned by the State and by the Contractor for the operational functions being performed at the site as a result of this Contract. The Operational Management Team responsibilities are separate from the Account Management Team.

Operational Reports- Reports primarily provided by the Contractor for the daily shift duties and incidents occurring in performance of this contract. The Operational Reports are separate from the Administrative Reports.

Overtime Hours- Overtime hours are defined as any Contractor Employee that has worked on site more than 40 hours in one seven-day pay period. A seven-day pay period is defined at Sunday through Saturday. Overtime pay shall only be for positions specified under this Contract. Overtime must be approved by the Vendor Contract Manager.

Performance Metrics- Performance Metrics are developed to measure a Contractor’s activities and performance. Performance metrics should support a range of site specific requirements as developed by the State and the Contractor.

Permanent Placement-This placement is requested by the User agency for a long-lasting placement. Requests for Permanent Guards should be fulfilled within five (5) business days with a Guard that meets all requirements of the Master Agreement, Scopes of Work, Post Orders, and any other needs expressed in writing by the User Agency or the Vendor Contract Manager.

Post Orders- These are duty orders for each post or station needed at the work site. These should be memorialized in all SOW documents.

QBR- Quarterly Business Review refers to meetings that will begin ninety (90) days after the contract is fully executed and will be held quarterly during the contract term, including all renewals. The meetings will discuss key performance reports, potential business opportunities, transition processes, and overall contract performance by all parties.

QPA- Quantity Purchase Agreement is an "open-end or term" agreement in which one or more vendors contract with the State to provide equipment, supplies, and/or services for a specific time period and at a specified price.

Region 1- Elkhart, Fulton, Jasper, Kosciusko, Lake, LaPorte, Marshall, Newton, Porter, Pulaski, Starke, St. Joseph

Region 2- Adams, Allen, Benton, Carroll, Cass, Clinton, DeKalb, Fountain, Grant, Howard, Huntington, LaGrange, Miami, Montgomery, Noble, Steuben, Tippecanoe, Tipton, Wabash, Warren, Wells, White, Whitley

Region 3- Blackford, Boone, Delaware, Fayette, Hamilton, Hancock, Hendricks, Henry, Jay, Johnson, Madison, Marion, Morgan, Randolph, Rush, Shelby, Union, Wayne

Region 4- Brown, Clay, Daviess, Greene, Lawrence, Martin, Monroe, Orange, Owen, Parke, Putnam, Sullivan, Vermillion, Vigo

Region 5-Bartholomew, Clark, Crawford, Dearborn, Decatur, Dubois, Floyd, Franklin, Gibson, Harrison, Jackson, Jefferson, Jennings, Knox, Ohio, Perry, Pike, Posey, Ripley, Scott, Spencer, Switzerland, Vanderburgh, Warrick, Washington

Services- Work to be performed as specified in this contract.

Site- The physical location where the actual services will be performed.

Site Designee - The User Agency contact and authority. This shall be listed in the SOW or in some way indicated to the Contractor in writing by the User Agency.

Site Location- Any physical location where the actual services will be performed for any User Agency.

Site Supervisor- Contractor Employee that will act as the site supervisor and will work in conjunction with the State site management team to oversee the day-to-day management of the Guards’ shifts and duties. The Site Supervisor may also act as the liaison between the State and Contractor when needed. May also be referred to as the Guard-in-Charge.

SLA- Service Level Agreement

Special Event- Services that are different from the usual or standard requirements

State-The State of Indiana

State Agency- As defined in IC 4-13-1, “state agency” means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of state government.

State Contract Manager- Also referenced as the Vendor Contract Manager or the Contract Manager. The Representative for the State that manages the program, the Contract, the relationships, and shall be the point of escalation for the State.

Sub-Agreements- All sub-agreements are site specific duties and expectations that become binding documents of this contract.

Scopes of Work- Scopes of Work (SOW) are living documents that may change throughout the term of this contract dependent on the site operations and threat level conditions.

Temporary Placement- This type of placement is requested by the User Agency for a short-term placement. Requests for Temporary Guards should be fulfilled within two (2) business days with a Guard that meets all requirements of the Master Agreement, Scopes of Work, Post Orders, and any other needs expressed in writing by the User Agency or the Vendor Contract Manager.

Unarmed Guard- Contractor Employee not authorized or licensed to carry any type of weapon, including but not limited to firearms, knives, and tasers.

**EXHIBIT B – State of Indiana Contract Pricing**

This document is an exhibit to the Master Services agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services agreement shall be resolved by giving precedence and effect to the Master Services agreement.

This exhibit in its entirety includes:

* Pricing for Regions 1 – 5 for Unarmed and Armed Security Guards

|  |  |
| --- | --- |
| **REGION 1** |  |
| **REGION 1-UNARMED SECURITY SERVICES** |
|   | **Required Minimum Wage Rate Per Hour** | **Wage Rate Per Hour** | **Billable Rate Per Hour** | **Overtime Rate\*\*** |
| **Level 1** | $11.54 | $11.74 | $15.35 | $23.02 |
| **Level 2** | $11.54 | $11.74 | $15.35 | $23.02 |
| **Level 3** | $11.54 | $11.74 | $15.35 | $23.02 |
| **Level 4** | $14.75  | $15.05  | $17.35  | $26.02 |
| **REGION 1- ARMED SECURITY SERVICES** |
|   | **Required Minimum Wage Rate Per Hour** | **Wage Rate Per Hour** | **Billable Rate Per Hour** | **Overtime Rate\*\*** |
| **Level 1** | $12.00 | $12.19 | $14.02 | $21.03 |
| **Level 2** | $12.30 | $12.50 | $14.52 | $21.78 |

*\*\* Overtime shall only be billed as allowed in the Master Services Agreement*

|  |  |
| --- | --- |
| **REGION 2** |  |
| **REGION 2-UNARMED SECURITY SERVICES** |
|   | **Required Minimum Wage Rate Per Hour** | **Wage Rate Per Hour** | **Billable Rate Per Hour** | **Overtime Rate\*\*** |
| **Level 1** | $8.15 | $8.59 | $11.94 | $17.91 |
| **Level 2** | $9.13 | $9.57 | $13.39 | $20.08 |
| **Level 3** | $12.00 | $12.00 | $16.75 | $25.13 |
| **Level 4** | $16.00 | $16.00  | $21.33 | $32.00 |
| **REGION 2- ARMED SECURITY SERVICES** |
|   | **Required Minimum Wage Rate Per Hour** | **Wage Rate Per Hour** | **Billable Rate Per Hour** | **Overtime Rate\*\*** |
| **Level 1** | $10.57 | $11.01 | $15.47 | $23.21 |
| **Level 2** | $11.41 | $11.85  | $16.16 | $24.24 |

*\*\* Overtime shall only be billed as allowed in the Master Services Agreement*

**REGION 3**

|  |
| --- |
| **REGION 3-UNARMED SECURITY SERVICES** |
|   | **Required Minimum Wage Rate Per Hour** | **Wage Rate Per Hour** | **Billable Rate Per Hour** | **Overtime Rate\*\*** |
| **Level 1** |  $8.35 |  $8.80 |  $12.90 | $19.35 |
| **Level 2** |  $9.08 |  $9.53 |  $13.32 | $19.98 |
| **Level 3** |  $11.85 |  $12.09  |  $16.65 | $24.98 |
| **Level 4** |  $15.82  |  $15.98 |  $21.60 | $32.40 |
| **REGION 3-ARMED SECURITY SERVICES** |
|   | **Required Minimum Wage Rate Per Hour** | **Wage Rate Per Hour** | **Billable Rate Per Hour** | **Overtime Rate\*\*** |
| **Level 1** |  $10.85  |  $11.28 |  $15.58 | $23.37  |
| **Level 2** |  $11.67  |  $12.12 |  $16.97  | $25.46 |
| **Level 3** |  $14.35 |  $14.87 |  $20.50  | $30.75 |

*\*\* Overtime shall only be billed as allowed in the Master Services Agreement*

**Region 3 - 2019 SEIU CBA Rates – Effective September 1, 2018**

***Rates do not apply to WBE, VBE, or MBE Subcontractors as well as the Contractor for the supervisory positions (Unarmed Level 4 and Armed Level 3).***

|  |
| --- |
| **REGION 3- 2019 SEIU CBA RATES- UNARMED SECURITY SERVICES** |
|   | **Required Minimum Wage Rate Per Hour** | **Wage Rate Per Hour** | **Billable Rate Per Hour** | **Overtime Rate\*\*** |
| **Level 2 SEIU** |  $8.65  |  $10.50 |  $15.06 | $21.84 |
| **Level 3 SEIU** |  $11.62  |  $13.35 |  $18.38 | $26.65 |
| **REGION 3- 2019 SEIU CBA RATES- ARMED SECURITY SERVICES** |
|   | **Required Minimum Wage Rate Per Hour** | **Wage Rate Per Hour** | **Billable Rate Per Hour** | **Overtime Rate\*\*** |
| **Level 1 SEIU** |  $10.15  |  $11.65 |  $16.09 | $23.33 |
| **Level 2 SEIU** |  $11.22  |  $12.72 |  $18.27 | $26.49 |

*\*\* Overtime shall only be billed as allowed in the Master Services Agreement*

**REGION 4**

|  |
| --- |
| **REGION 4-UNARMED SECURITY SERVICES** |
|   | **Required Minimum Wage Rate Per Hour** | **Wage Rate Per Hour** | **Billable Rate Per Hour** | **Overtime Rate\*\*** |
| **Level 1** |  $7.56 | $7.99 | $11.31 | $16.97 |
| **Level 2** |  $7.88 | $8.32 | $11.73 | $17.60 |
| **Level 3** |  $9.09 | $9.53 | $13.32 | $19.98 |
| **Level 4** |  $11.46 | $11.90 | $16.41 | $24.62 |
| **REGION 4-ARMED SECURITY SERVICES** |
|   | **Required Minimum Wage Rate Per Hour** | **Wage Rate Per Hour** | **Billable Rate Per Hour** | **Overtime Rate\*\*** |
| **Level 1** | $9.13 | $9.57 | $13.48 | $20.22 |
| **Level 2** | $11.41  | $11.85 | $16.17 | $24.26 |

*\*\* Overtime shall only be billed as allowed in the Master Services Agreement*

**REGION 5**

|  |
| --- |
| **REGION 5- UNARMED SECURITY SERVICES** |
|   | **Required Minimum Wage Rate Per Hour** | **Wage Rate Per Hour** | **Billable Rate Per Hour** | **Overtime Rate\*\*** |
| **Level 1** | $9.72 | $10.15 | $13.73 | $20.60 |
| **Level 2** | $10.50 | $10.70 | $14.55 | $21.83 |
| **Level 3** | $12.34  | $12.59  | $16.87  | $25.31 |
| **Level 4** | $15.87  | $16.19  | $21.55  | $32.35 |
| **REGION 5- ARMED SECURITY SERVICES** |
|   | **Required Minimum Wage Rate Per Hour** | **Wage Rate Per Hour** | **Billable Rate Per Hour** | **Overtime Rate\*\*** |
| **Level 1** |  $12.00 | $12.18 |  $17.44  | $26.26 |
| **Level 2** |  $12.75 | $13.22 | $18.47 | $27.71 |

*\*\* Overtime shall only be billed as allowed in the Master Services Agreement*

**EXHIBIT C – Sub-Agreement – Scope of Work**

This document is an exhibit to the Master Services agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services agreement shall be resolved by giving precedence and effect to the Master Services agreement.

**Sub-Agreement - Scope of Work**

*Represented as Exhibit C in the Master Services Agreement*

***Document Purpose:*** *This document is identified as the template referenced in Exhibit C, as the sub-agreement template is to be utilized for adding additional scope of work during the contract period and shall provide a template that shall be completed by the Agency for the purpose of formality and confirmation of the expectations for the agency site location scope of work. The final version of this document shall be approved by the Agency, the Contractor, and the State, as part of this contract.*

This Sub-agreement Scope of Work (“this SOW”), entered into by and between the \_(State Agency name here)\_\_\_(the “State Agency”) and the\_\_\_\_\_\_\_\_\_\_\_\_\_\_**.** (the “Contractor”), and reviewed for approval by Indiana Department of Administration on behalf of All State Agencies (the “State”), in consideration of those mutual undertakings and covenants, the parties agree as follows:

**Agency Department(s):**

**Facility Name:**

**Facility Address:**

**Agency Site Designee:**

**Agency Site Designee name, phone number(s), email, etc.:**

**Facility Hours of Operation:**

**Holidays observed not requiring security services:**

**Number of Armed or Unarmed Security Guards and the Guard Level Needed:**

**Guard** **abilities required:**

**Training required:**

**Duties Summary:**

**Describe the Duty functions in greater detail (*please represent the tasks with a bullet-point or number*):**

**Post Orders per Guard:**

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned’s knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

**In Witness Whereof,** Contractor and the State have, through their duly authorized representatives, entered into this Sub-agreement Scope of Work, as represented from the Master Services Agreement for **QPA# \_\_\_\_\_.** The parties, having read and understood the foregoing terms of this agreement, do by their respective signatures dated below hereby agree to the requirements thereof.

Contractor: State of Indiana Agency:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Indiana Department of Administration

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor Contract Manager

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT D: PERFORMANCE METRICS**

This document is an exhibit to the Master Services agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services Agreement shall be resolved by giving precedence and effect to the Master Services agreement.

*Definition: A* ***performance metrics*** *is a measure of an organization’s activities and performance. Performance metrics should support a range of stakeholder needs from customers, shareholders to employees. A metric will include A. Critical Process/Customer Requirement, B. Developmental measurements and Performance Standards, C. Targets which results can be scored against, and D. An actionable remedy if the metric is not met within an agreed upon timeline. The targeted metric deliverables were developed as a result of Exhibit E, Service Level Agreements. The metrics are set up as follows:*

*Metric #: Metric Title*

1. *Identification of: Critical Process/Customer Requirements.*
2. *Identification of: Developmental measurement and Performance Standards.*
3. *Identification of: Targets which results can be scored against.*

The Contractor shall capture these metrics as designed, and any additional metric requested by the State over the life of the Contract. In doing so, the Contractor shall facilitate and monitor the performance of all Service Level Agreements identified in **Exhibit E**. The Contractor shall tabulate the actual Service Level Agreements outcome and present the actual results during each affiliated Quarterly Business Review (QBR). The Contractor shall not round up on any numerical numbers, percentages, etc. The data shall not be tabulated as an average; instead the data must be represented as actual statistical information.

In addition to the other terms and conditions of this Master Services Agreement, if the State deems that the Contractor has failed to meet the Performance Standards contained in the Service Level Agreements shown in **Exhibit E**, or fails to meet any performance standard of a performance metric, the State reserves the right to ask the Contractor for a Corrective Action Plan (CAP). The State has the discretion to accept multiple Corrective Action Plans from the Contractor, over the life of the contract, if deemed appropriate. Performance Metrics #13-26 will be tabulated through the KPI Survey as defined in **Exhibit E**.

If the State elects to request a Corrective Action Plan, the Contractor shall have five (5) business days to provide the Corrective Action Plan detailing the actionable cure for remedying the issue or issues of each performance metric in need of correction. Upon Corrective Action Plan receipt, the State shall review and advise of any questions. If the State has no objections to the plan, the plan shall be implemented within (24) hours. From that point, the Contractor has the agreed upon timeline to cure the issues.

If the Contractor still has any issue associated with the Corrective Action Plan purpose, by the end of the timeline, the State shall obtain a credit of $2,500 from the Contractor in the form of a check with the supportive reporting model. At any point, the State has the right to invoke the Termination for Default clause.

The performance metrics are as follows:

**Metric #1: Permanent Placement Rate**

A. Contractor shall fulfill requests for Permanent Guards within five (5) business days with a Guard that meets all requirements of the Master Agreement, Scopes of Work, Post Orders, and any other needs expressed in writing by the User Agency or the Vendor Contract Manager.

B. The Contractor shall monitor and report on a Quarterly basis, the metric based on the total number of permanent Guards divided by the number of Guards requested. The difference, therefore, would be permanent Guard positions that are vacant for more than five (5) business days.

* Performance Standard: 100.0%

C. The target: 100%

**Metric #2: Emergency Placement Rate**

1. Contractor shall fulfill all requests for Emergency Guards within forty-eight (48) hours of request with a Guard that meets all requirements of the Master Agreement, Scopes of Work, Post Orders, and any other needs expressed in writing by the User Agency or the Vendor Contract Manager.
2. The Contractor shall monitor and report on a Quarterly basis the metric based on time the Contractor receives Emergency Placement Requests and the amount of time it takes them to fill each request. The difference, therefore, would be emergency Guard positions that are vacant for more than forty-eight (48) hours.
* Performance Standard: 100.0%
1. The target: 100.0%

**Metric #3: Temporary Placement Rate**

1. **T**he Contractor shall fulfill requests for Temporary Guards should be filled within two (2) business days with a Guard that meets all requirements of the Master Agreement, Scopes of Work, Post Orders, and any other needs expressed in writing by the User Agency or the Vendor Contract Manager.
2. The Contractor shall monitor and report on a Quarterly basis the metric based on the total number of appropriate temporary Guards that were placed within two (2) business days divided by the total number of temporary Guards requested.The difference, therefore, would be temporary Guard positions that are vacant for more than two (2) business days.
* Performance Standard: 100.0%
1. The target: 100.0%

**Metric #4: Position Fill Rate**

1. Guards should be on time and meet all requirements of the Master Agreement, Scopes of Work, Post Orders, and any other needs expressed in writing by the User Agency or the Vendor Contract Manager. No shift should ever go uncovered.
2. The Contractor shall monitor and report on a Quarterly basis the metric is based on the number of shifts that are covered for the whole shift divided by the number of total requested shifts. The difference, therefore, would be the shifts that were not 100% filled.
* Performance Standard: 100.0%
1. The target: 100.0%

**Metric #5: Response Time to Vendor Contract Manager**

1. When the Vendor Contract Manager contacts the Contractor’s Account Manager, the Account Manager shall respond by the same means they were contacted in within one business day of the initial contact.
2. The number of times the Contractor returned the Vendor Contract Manager’s contact in the same format they were contacted divided by times the Vendor Contract Manager contacted the Account Manager.
* Performance Standard: Within one business day of contact
1. The target: Within five (5) business hours of contact

**Metric #6: Report Turnaround**

1. Contractor shall ensure compliance on metric regarding the report turnaround is provided by (2) business days from the date of request.
2. The Contractor shall monitor and report on a Quarterly basis the metric based on the calculation of report turnaround from the completion of reports provided according to number of business days taken to provide.
* Performance Standard: By (2) Business Days
1. The target: By (1) Business Day

**Metric #7: Ad Hoc Report Turnaround**

1. Contractor shall ensure compliance on metric regarding the report turnaround is provided by (5) business days from the date of request.
2. The Contractor shall monitor and report on a Quarterly basis the metric based on the calculation of the total number days required to submit the requested reports divided by the total number of reports requested. The output will be the average number of days per report.
* Performance Standard: By (5) Business Days
1. The target: By (3) Business Day

**Metric #8: Problem Resolution Time**

1. The Contractor shall ensure compliance on metric regarding percentage resolution time where the User Agency’s issue should be resolved within two (2) business days.
2. The Contractor shall monitor and report on a Quarterly basis the metric based from the number of times the Contractor resolves identified issues for the using entities divided by the number of times the using entity identifies an issue to the Contractor.
* Performance Standard: 100.0%
1. The target: 100.0%

**Metric #9: Pricing Accuracy**

1. The Contractor shall ensure compliance on metric regarding percentage wherepricing must be accurate as reflected in Contract Pricing Model.
2. The Contractor shall monitor and report on a Quarterly basis the metric based from providing a reporting model to reflect invoiced price less the Contract Pricing Model referenced in **Exhibit B** contractual pricing. Invoice documentation to be provided for validation purposes.
* Performance Standard: 100.0%
1. The target: 100.0%

**Metric #10: Invoice Correction Turnaround**

1. Contractor shall ensure compliance on metric regarding the invoice correction turnaround is initiated within (1) Business Day from error identified and corrected and sent back to the agency with the date of resubmission. Invoices must be accurate. The accuracy of the information provided on the using entity invoice.
2. The Contractor shall monitor and report on a Quarterly basis the metric to provide reporting model to reflect using entity notification date of invoice error less the date from Contractor supplying corrected invoice. Before and After Invoice documentation to be provided for validation purposes.
* Performance Standard: initiate corrective action within (1) Business Day from error identified and corrected and sent back to the agency with the date of resubmission.
1. The target: Same Business Day from error identified

**Metric #11: Invoice Correction Turnaround**

1. Contractor shall ensure compliance on metric regarding the invoice correction turnaround is corrected and resubmitted to the agency two (2) weeks from error identified with the date of resubmission. Invoices must be accurate. The accuracy of the information provided on the using entity invoice.
2. The Contractor shall monitor and report on a Quarterly basis the metric to provide reporting model to reflect using entity notification date of invoice error less the date from Contractor supplying corrected invoice. Before and After Invoice documentation to be provided for validation purposes.
* Performance Standard: Invoice corrected and resubmitted with the date of resubmission to the agency two (2) weeks from error identified.
1. The target: Same Business Day from error identified

**Metric #12: Acceptability of Guards**

1. The Contractor shall ensure that all Guards meet all requirements of the Contract, the Scope of Work, the Post Orders, and any other written requirements from the User Agency of the Vendor Contract Manager. The Contractor shall monitor and report on a Quarterly basis the metric to provide reporting model to reflect the acceptability of every Guard at a User Agency location including but not limited to background checks, “fitness for duty” evaluations, training, and screenings and any other necessary documentation or evaluation shall be provided and when requested by the State factored in to prove the acceptability of the Guards.
2. The Contractor shall monitor and report on a Quarterly basis the metric to provide reporting model to reflect the acceptability of the Guards. To be calculated by taking the total number of acceptable Guards divided by the total number of Guards. At the request of the State documentation must be provided for validation purposes.
* Performance Standard: 100.0%
1. The Target: 100.0%

**Metric #13: Consistent and Reliable Service**

1. The Contractor provides consistent and reliable service. (Answering question: How consistent and reliable is the service the Contractor is providing?)
2. Upon the State’s written request, but no more than once per quarter, the Contractor shall conduct surveys with the Key Agency associates at each Using Agency site; in review of the scope provided by the Contractor. These surveys will have a scale range from 1 to 7 as follows:
* 1=Never Meets Expectations
* 2= Rarely Meets Expectation
* 3=Sometimes Meets Expectations
* 4=Meets Expectations
* 5=Sometimes Exceeds Expectations
* 6=Frequently Exceeds Expectations
* 7=Always Exceeds Expectations.
1. The target: 100% of returned responses with a minimum rating of 4=Meets Expectations.

**Metric #14: Knowledge of Post Duties**

1. Security Guards knowledge of post duties

(Answering question:How knowledgeable are the Security Guards of post duties?)

1. The Contractor shall conduct Quarterly surveys with the Agency Contacts at each serviced site. These surveys will have a scale range from 1 to 7 as follows:
	* 1=Never Meets Expectations
	* 2= Rarely Meets Expectation
	* 3=Sometimes Meets Expectations
	* 4=Meets Expectations
	* 5=Sometimes Exceeds Expectations
	* 6=Frequently Exceeds Expectations
	* 7=Always Exceeds Expectations
2. The target: 100% of responses with a minimum rating of 4=Meets Expectations.

**Metric #15: Trust and Confidence**

1. The feedback that agencies associates provide about the trust and confidence they have in the Security Guards

(Answering question: How would you rate your trust and confidence in the Security Guards at your location?)

1. The Contractor shall conduct Quarterly surveys with the Agency Contacts at each serviced site. These surveys will have a scale range from 1 to 7 as follows:
	* 1=Never Meets Expectations
	* 2= Rarely Meets Expectation
	* 3=Sometimes Meets Expectations
	* 4=Meets Expectations
	* 5=Sometimes Exceeds Expectations
	* 6=Frequently Exceeds Expectations
	* 7=Always Exceeds Expectations
2. The target: 100% of responses with a minimum rating of 4=Meets Expectations.

**Metric #16: Professional Demeanor**

1. Security Guards have a professional demeanor

(Answering question: How would you rate the professionalism of the Contractor’s employees and the subcontracted partners?)

1. The Contractor shall conduct Quarterly surveys with the Agency Contacts at each serviced site. These surveys will have a scale range from 1 to 7 as follows:
	* 1=Never Meets Expectations
	* 2= Rarely Meets Expectation
	* 3=Sometimes Meets Expectations
	* 4=Meets Expectations
	* 5=Sometimes Exceeds Expectations
	* 6=Frequently Exceeds Expectations
	* 7=Always Exceeds Expectations
2. The target: 100% of responses with a minimum rating of 4=Meets Expectations.

**Metric #17: Maintains Post Orders**

1. The Contractor maintains post orders

(Answering question: How well do the Security Guards maintain post orders?)

1. The Contractor shall conduct Quarterly surveys with the Agency Contacts at each serviced site. These surveys will have a scale range from 1 to 7 as follows:
	* 1=Never Meets Expectations
	* 2= Rarely Meets Expectation
	* 3=Sometimes Meets Expectations
	* 4=Meets Expectations
	* 5=Sometimes Exceeds Expectations
	* 6=Frequently Exceeds Expectations
	* 7=Always Exceeds Expectations
2. The target: 100% of responses with a minimum rating of 4=Meets Expectations.

**Metric #18: Informative Reporting**

1. Security Guards provide information in their reports

(Answering question: How informative is the reporting of the Security Guards?)

1. The Contractor shall conduct Quarterly surveys with the Agency Contacts at each serviced site. These surveys will have a scale range from 1 to 7 as follows:
	* 1=Never Meets Expectations
	* 2= Rarely Meets Expectation
	* 3=Sometimes Meets Expectations
	* 4=Meets Expectations
	* 5=Sometimes Exceeds Expectations
	* 6=Frequently Exceeds Expectations
	* 7=Always Exceeds Expectations
2. The target: 100% of responses with a minimum rating of 4=Meets Expectations.

**Metric #19: Level of Supervision**

1. The level of supervision for each location

(Answering question: How would you rate the level of supervision at your location?)

1. The Contractor shall conduct Quarterly surveys with the Agency Contacts at each serviced site. These surveys will have a scale range from 1 to 7 as follows:
	* 1=Never Meets Expectations
	* 2= Rarely Meets Expectation
	* 3=Sometimes Meets Expectations
	* 4=Meets Expectations
	* 5=Sometimes Exceeds Expectations
	* 6=Frequently Exceeds Expectations
	* 7=Always Exceeds Expectations
2. The target: 100% of responses with a minimum rating of 4=Meets Expectations.

**Metric #20: Responsiveness of Contractor’s Management**

1. The response of Contractors management

(Answering question: How responsive is the of the Vendor’s Management?)

1. The Contractor shall conduct Quarterly surveys with the Agency Contacts at each serviced site. These surveys will have a scale range from 1 to 7 as follows:
	* 1=Never Meets Expectations
	* 2= Rarely Meets Expectation
	* 3=Sometimes Meets Expectations
	* 4=Meets Expectations
	* 5=Sometimes Exceeds Expectations
	* 6=Frequently Exceeds Expectations
	* 7=Always Exceeds Expectations
2. The target: 100% of responses with a minimum rating of 4=Meets Expectations.

**Metric #21: Management of Contractor Management**

1. The way the Contractor management addresses the security needs of each location

(Answering question: How would you rate the level that the Vendor’s Management addresses the security needs of each location?)

1. The Contractor shall conduct Quarterly surveys with the Agency Contacts at each serviced site. These surveys will have a scale range from 1 to 7 as follows:
	* 1=Never Meets Expectations
	* 2= Rarely Meets Expectation
	* 3=Sometimes Meets Expectations
	* 4=Meets Expectations
	* 5=Sometimes Exceeds Expectations
	* 6=Frequently Exceeds Expectations
	* 7=Always Exceeds Expectations
2. The target: 100% of responses with a minimum rating of 4=Meets Expectations.

**Metric #22: Training**

1. The Security Guards receive the appropriate training. Not only to complete their job, but also to meet the needs of the site.

(Answering question: How would you rank the training of the Security Guards at your location?)

1. The Contractor shall conduct, Quarterly surveys with the Agency Contacts at each serviced site. These surveys will have a scale range from 1 to 7 as follows:
* 1=Never Meets Expectations
* 2= Rarely Meets Expectation
* 3=Sometimes Meets Expectations
* 4=Meets Expectations
* 5=Sometimes Exceeds Expectations
* 6=Frequently Exceeds Expectations
* 7=Always Exceeds Expectations
1. The target: 100% of responses with a minimum rating of 4=Meets Expectations.

**Metric #23: Guard Placement**

1. The Security Guards should meet the requirements of the Contract, Scopes of Work, Post Orders, and any other needs expressed in writing by the User Agency or the Vendor Contract Manager.

(Answering: How appropriate and timely are the Security Guards for your site?)

1. The Contractor shall conduct Quarterly surveys with the Agency Contacts at each serviced site. These surveys will have a scale range from 1 to 7 as follows:
* 1=Never Meets Expectations
* 2= Rarely Meets Expectation
* 3=Sometimes Meets Expectations
* 4=Meets Expectations
* 5=Sometimes Exceeds Expectations
* 6=Frequently Exceeds Expectations
* 7=Always Exceeds Expectations
1. The target: 100% of responses with a minimum rating of 4=Meets Expectations.

**Metric #24: Invoice Accuracy**

1. The Contractor shall provide accurate invoicing. (Answering: How would you rate the Contractor’s agreement regarding Invoice Accuracy?)
2. The Contractor shall conduct Quarterly surveys with the Agency Contacts at each serviced site. These surveys will have a scale range from 1 to 7 as follows:
* 1=Never Meets Expectations
* 2= Rarely Meets Expectation
* 3=Sometimes Meets Expectations
* 4=Meets Expectations
* 5=Sometimes Exceeds Expectations
* 6=Frequently Exceeds Expectations
* 7=Always Exceeds Expectations
1. The target: 100% of responses with a minimum rating of 4=Meets Expectations.

**Metric #25: Overall Employee Satisfaction**

1. Overall, the service that the Contractor’s employees provide

(Answering question: Overall, are you satisfied with the employees that support the Contractor’s agreement?)

1. The Contractor shall conduct Quarterly surveys with the Agency Contacts at each serviced site. These surveys will have a scale range from 1 to 7 as follows:
	1. 1=Never Meets Expectations
	2. 2= Rarely Meets Expectation
	3. 3=Sometimes Meets Expectations
	4. 4=Meets Expectations
	5. 5=Sometimes Exceeds Expectations
	6. 6=Frequently Exceeds Expectations
	7. 7=Always Exceeds Expectations
2. The target: 100% of responses with a minimum rating of 4=Meets Expectations.

**Metric# 26 Overall Service**

1. Overall, the service that the Contractor provides

(Answering question: How likely are you to recommend the Contractor’s agreement to other departments/people you know?)

1. The Contractor shall conduct Quarterly surveys with the Agency Contacts at each serviced site. These surveys will have a scale range from 1 to 7 as follows:
	* 1=Never Meets Expectations
	* 2= Rarely Meets Expectation
	* 3=Sometimes Meets Expectations
	* 4=Meets Expectations
	* 5=Sometimes Exceeds Expectations
	* 6=Frequently Exceeds Expectations
	* 7=Always Exceeds Expectations.
2. The target: 100% of responses with a minimum rating of 4=Meets Expectations.

**EXHIBIT E: SERVICE LEVEL AGREEMENTS (SLA)**

This document is an exhibit to the Master Services agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services agreement shall be resolved by giving precedence and effect to the Master Services agreement.

**Service Level Agreement (SLA)**

The Service Level Agreements (SLA) are based on agreed upon service levels that are tracked over the course of the contractual term. The Service Level Agreements are created for the purpose to monitor the performance of the Contractor and the overall contractual agreement. These SLA(s) are represented to identify both qualitative and quantitative information. The Contractor shall monitor and fulfill all associated Service Levels through continuous tracking, Key Performance Indicator Surveys, and State Contract Management interaction. These Service Level Agreements shall then be directly evaluated through Performance Metrics in **Exhibit D**. On a quarterly basis, the Contractor shall identify the actual outcome of the Service Level Agreements listed below and supply original supportive documentation for all Service Level Agreements and Performance Metrics. The Contractor shall tabulate the actual Service Level Agreements outcome and present the actual results during each affiliated Quarterly Business Review (QBR). The Contractor shall not round up on any numerical numbers, percentages, etc. The data shall not be tabulated as an average; instead the data must be represented as actual statistical information.

The Service Level Agreements are set up with the combination of the following:

1. Service Level Agreement – Contractor Score Card

The Contractor Score Card is a specific table to the agreement for Contractor performance in various areas. This Contractor Score Card is tracked daily, while reported on a quarterly basis, unless otherwise requested by the State Contract Manager. The Contractor is encouraged to utilize automated processes to generate data and reports to ensure utmost authenticity. The Contractor shall not round up on any numerical numbers, percentages, etc. See Table titled: **Service Level Agreement – Contractor Score Card.**

1. Service Level Agreement - Key Performance Indicator (KPI)

A Key Performance Indicator (KPI) is a specific survey submitted to the User Agencies. The intent of the KPI is to obtain real, continuous feedback from The User Agencies on the Contractor’s management performance, the Contractor’s overall performance, and other identified factors are substance of the KPI. The Contractor shall manage a list of contacts that utilize their services. The Contractor shall share the list with the Vendor Contract Manager and receive approval before sending out the survey. At a minimum the list shall contain the contacts listed on each active Scope of Work (SOW) Document. The State will help the Contractor locate a contact and contact information when a contact changes. The Contractor shall send out the KPI on a quarterly basis to ask the User Agencies to complete the KPI and return. The Contractor shall then compute and report on the results in the Quarterly Business Review. The Contractor shall not round up on any numerical numbers, percentages, etc. The Contractor shall provide all original, supportive documentation to the State Account Manager. See KPI titled: Service Level Agreement - **Key Performance Indicator.**

**Service Level Agreement – Contractor Score Card**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **#** | **Service Level Agreement** | **Performance Standard** | **Performance Target** | **Description** | **Calculation** | **Frequency of Review** |
| 1 | Permanent Placement Rate | 100.0 % | 100.0% | Requests for Permanent Guards should be fulfilled within five (5) business days with a Guard that meets all requirements of the Master Agreement, Scopes of Work, Post Orders, and any other needs expressed in writing by the User Agency or the Vendor Contract Manager. | The total number of permanent Guards divided by the number of Guards requested. The difference, therefore, would be permanent Guard positions that are vacant for more than five (5) business days.  | Quarterly |
| 2 | Emergency Placement Rate | 100.0% | 100.0% | Requests for Emergency Guards should be fulfilled within forty-eight (48) hours with a Guard that meets all requirements of the Master Agreement, Scopes of Work, Post Orders, and any other needs expressed in writing by the User Agency or the Vendor Contract Manager. | The total number of Guards on site within forty-eight (48) hours divided by the number of emergency placement Guards requested over a given period. The difference, therefore, would be emergency Guard positions that are vacant for more than forty-eight (48) hours. | Quarterly |
| 3 | Temporary Placement Rate | 100.0% | 100.0% | Requests for Temporary Guards should be fulfilled within two (2) business days with a Guard that meets all requirements of the Master Agreement, Scopes of Work, Post Orders, and any other needs expressed in writing by the User Agency or the Vendor Contract Manager. | The total number of appropriate temporary Guards that were placed within two (2) business days divided by the total number of temporary Guards requested. The difference, therefore, would be permanent Guard positions that are vacant for more than two (2) business days. | Quarterly |
| 4 | Position Fill Rate | 100.0% | 100.0% | Guards should be on time and meet all requirements of the Master Agreement, Scopes of Work, Post Orders, and any other needs expressed in writing by the User Agency or the Vendor Contract Manager. No shift should ever go uncovered. | The number of shifts that are covered for the whole shift divided by the number of requested shifts. The difference, therefore, would the percentage of shifts that were not 100% filled. | Quarterly  |
| 5 | Response Time to the Vendor Contract Manager | Within one (1) business day of contact | Within five (5) business hours of contact | When the Vendor Contract Manager contacts the designated contact, the Contractor’s contact in the same form the Vendor Contract Manager contacted them within 1 business day of the initial contact.  | The number of times the Contractor returned the Vendor Contract Manager’s contact in the same format they were contacted divided by times the Vendor Contract Manager contacted the Account Manager. | Quarterly |
| 6 | Report Turnaround | (2) Business Days | (1) Business Day | Contractor must submit defined reports to State or requesting using entity within (2) business days. | Completion of reports provided according to number of business days taken to provide.  | Quarterly |
| 7 | Ad hoc Report Turnaround | (5) Business Days | (3) Business Days | Contractor must submit entity-requested ad hoc/special reports to State or requesting using entity within (5) business days. | The total number days required to submit the requested reports divided by the total number of reports requested. The output will be the average number of days per report...  | Quarterly |
| 8 | Problem Resolution Time | 100.0% | 100.0% | The Contractor shall ensure compliance on metric regarding percentage resolution time where the User Agency’s issue should be resolved within two (2) business days. | The number of times the Contractor resolves identified issues for the using entities divided by the number of times the using entity identifies an issue to the Contractor. | Quarterly |
| 9 | Pricing Accuracy | 100.0% | 100.0% | Pricing must be accurate as reflected in Contract Pricing Model.  | Provide reporting model to reflect Invoiced price less the Pricing Model referenced in **Exhibit B** contractual pricing. Invoice documentation to be provided for validation purposes.  | Quarterly |
| 10 | Invoice Correction Turnaround | Corrective action initiated (1) Business Day from error identified | Corrective action initiated same Business Day from error identified | Invoices must be accurate. The accuracy of the information provided on the using entity invoice.  | Provide reporting model to reflect using entity notification date of invoice error less the date from Contractor supplying corrected invoice. Before and After Invoice documentation to be provided for validation purposes. | Quarterly |
| 11 | Invoice Correction Turnaround | Corrected and resubmitted to the agency two (2) weeks from error identified with the date of resubmission  | Same Business Day from error identified | Invoices must be accurate. The accuracy of the information provided on the using entity invoice. | Provide reporting model to reflect using entity notification date of invoice error less the date from Contractor supplying corrected invoice. Before and After Invoice documentation to be provided for validation purposes | Quarterly |
| 12 | Acceptability of Guards | 100.0% | 100.0% | The Contractor shall ensure that all Guards meet all requirements of the Contract, the Scope of Work, the Post Orders, and any other written requirements from the User Agency of the Vendor Contract Manager. The Contractor shall monitor and report on a Quarterly basis the metric to provide reporting model to reflect the acceptability of every Guard at a User Agency location including but not limited to background checks, “fitness for duty” evaluations, training, and screenings from here on out will be referred to as “Determinants”. At the sole discretion of the State and any other necessary documentation or evaluation shall be provided and when requested by the State factored in to prove the acceptability of the Guards. | The Contractor shall monitor and report on a Quarterly basis the metric to provide reporting model to reflect the acceptability of the Guards. To be calculated by taking the total number of acceptable “Determinants” divided by the total number of Determinants per Guard. At the request of the State documentation must be provided for validation purposes. | Quarterly |

**Service Level Agreement - Key Performance Indicator**

|  |  |
| --- | --- |
| ACCOUNT SERVICE PERFORMANCE SCORECARD |  |
|  | Quarter / Period of Review: |
| Site Scorecard: (Enter Using Agency location here) | Date Review Completed: |
| CLIENT SATISFACTION  |  |
| CLIENT SERVICE REVIEW PROCESS (SEE SCALE BELOW) Insert check in box | 7 | 6 | 5 | 4 | 3 | 2 | 1 |
| 1. How consistent and reliable is the service the Contractor is providing?
 |  |  |  |  |  |  |  |
| 1. How knowledgeable are the Security Guards of post duties?
 |  |  |  |  |  |  |  |
| 1. How would you rate your trust and confidence in the Security Guards at your location?
 |  |  |  |  |  |  |  |
| 1. How would you rate the professionalism of the Contractor’s employees and the subcontracted partners?
 |  |  |  |  |  |  |  |
| 1. How well do the Security Guards maintain post orders?
 |  |  |  |  |  |  |  |
| 1. How informative is the reporting of the Security Guards?
 |  |  |  |  |  |  |  |
| 1. How would you rate the level of supervision at your location?
 |  |  |  |  |  |  |  |
| 1. How responsive is the of the Vendor’s Management?
 |  |  |  |  |  |  |  |
| 1. How would you rate the level that the Vendor’s Management addresses the security needs of each location?
 |  |  |  |  |  |  |  |
| 1. How would you rank the training of the Security Guards at your location?
 |  |  |  |  |  |  |  |
| 1. How appropriate and timely are the Security Guards for your site?
 |  |  |  |  |  |  |  |
| 1. How would you rate the Contractor’s agreement Invoice Accuracy?
 |  |  |  |  |  |  |  |
| 1. Overall, are you satisfied with the employees that support the Contractor’s agreement?
 |  |  |  |  |  |  |  |
| 1. How likely are you to recommend the Contractor’s agreement to other departments/people you know?
 |  |  |  |  |  |  |  |
| 7Always Exceeds Expectations | 6Frequently Exceeds Expectations | 5Sometimes Exceeds Expectations | 4Meets Expectations | 3Sometimes Meets Expectations | 2Rarely Meets Expectations | 1Never Meets Expectations |
| Range |  | On Target |  | Below Expectation |  | Far Below Expectation |
| CATEGORY | RANGE | SITE PERFORMANCE |
|  |  |  |  | RESULTS / COMMENTS |
|  |  |

|  |  |
| --- | --- |
| CONTRACT PERFORMANCE |  |
| **FINANCIAL PERFORMANCE** |  |  |  | Comments: |
| # of Billing discrepancies: ( # ) |  |  |  |  |
| **TECHNICAL/CS PERFORMANCE** |  |  |  | Comments: |
| Fill Rate: |  |
| **INCIDENT REPORTING** |  |  |  | Comments:  |
| # of major incidents reported ( # ) |  |  |  |  |
| Reviewed by: |  | Submitted by: |  |
| Agency Representative | Date | Contractor | Date |

EXHIBIT F- Vendor Performance Reviews

This document is an exhibit to the Master Services agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services agreement shall be resolved by giving precedence and effect to the Master Services agreement.

The Vendor Performance Reviews are an evaluation of Contractor’s Performance through reviews performed by various State personnel.

The Vendor Performance Review will review the performance of the Contractor. It will give the State the ability to assess the strengths and weaknesses of the Contractor and show the quality of the Contractor’s performance. The total performance score should be a 4. If the Contractor gets a score below a 4 the Contractor must credit the state $2,000 or a mutually agreeable result.

The Vendor’s Performance will be determined by one overall score generated from two factors.

The first factor is a quarterly review from the Vendor Contract Manager. This will account for 50% of the score done by filling out the card titled “Vendor Management Evaluation Card” (VMEC). An example of the card to be filled out is listed below.

The second factor will be quarterly reviews from the Key Agency Users that will be completed by filling out the card titled “Key Agency Evaluation Card” (KAEC). A copy of the card to be filled out is shown below. The evaluators will be determined by the Vendor Contract Manager. The Vendor Contract Manager will determine which agencies utilize the contract the most as well as which and how many people should represent said agencies as “Vendor Performance Evaluators.” All of these scores will be averaged and account for 50% of the Performance Score.

The Contractor will send out copies of the review cards quarterly to the names given by the Vendor Contract Manager and copy the Vendor Contract Manager. The correspondence will set a response due date no fewer than 14 business days after the date it was sent. Five days before the response is due back from the agencies the Contractor will send a reminder to the agency contacts. The Contractor will compile the results of all the agencies and the Vendor Contract Manager and report on it at the next QBR. The Vendor will give copies of the agency responses to the Vendor Contract Manager and give solutions to better their scores going forward.

Vendor Contract Manager Card:

|  |  |
| --- | --- |
| **Name of Person Reviewing**:  | **Position:** Vendor Contract Manager  |
| **Department:** Indiana Department of Administration | **Vendor:**   |
|  |
| **Comments**:  | **Total Score:**  |
| 1= Never Meets Expectations | 2= Rarely Meets Expectations | 3= Sometimes Meets Expectations | 4= Meets Expectations | 5= Sometimes Exceeds Expectations | 6=Frequently Exceeds Expectations | 7=Always Exceeds Expectations |
|  |
| **Standard** | **Score** | **Comments** | **Standard** | **Score** | **Comments** |
| Timely Response: |  |  | Training:  |  |  |
| Communication: |  |  | Professionalism: |  |  |
| Customer Service: |  |  | Solutions Driven Problem Solving: |  |  |
| Proactive: |  |  | Informative Reporting: |  |  |
| Knowledgeable: |  |  | Accessibility: |  |  |
| Reports returned timely and complete: |  |  | Reporting of incidents: |  |  |
| Prompt and effective correction of situations and conditions: |  |  | Materials, supplies and equipment provided as required: |  |  |
| Helpfulness: |  |  | Flexibility: |  |  |
| Expert Opinion: |  |  | Offers Cost Saving Solutions: |  |  |
| Change Management: |  |  | Relationship Management: |  |  |
| Judgement/ Stability (Stability- reliable and consistent service):  |  |  | Guard and Operations Management: |  |  |
| Planning/Organizing: |  |  | Drive for Results: |  |  |
| Contract Compliance: |  |  | Management of Facilities: |  |  |
| Appropriate interaction with Agencies |  |  | Billing Appropriately |  |  |
|  |
| Areas for Improvement: | Goals for the next 6 months:  |
| Strengths: | Additional Feedback: |

Key Agency Card:

|  |  |
| --- | --- |
| **Name of Person Reviewing**:  | **Position:**  |
| **Department:**  | **Vendor:**   |
|  |
| **Comments**:  | **Total Score:**  |
| 1=Never Meets Expectations | 2=Rarely Meets Expectations | 3=SometimesMeets Expectations | 4=Meets Expectations | 5=Sometimes Exceeds Expectations | 6=Frequently Exceeds Expectations | 7=Always Exceeds Expectations |
|  |
| **Standard** | **Score** | **Comments** | **Standard** | **Score** | **Comments** |
| Timely Response: |  |  | Training:  |  |  |
| Communication: |  |  | Professionalism: |  |  |
| Customer Service: |  |  | Solutions Driven Problem Solving: |  |  |
| Proactive: |  |  | Relationship Management: |  |  |
| Management of Guards and Operations: |  |  |  |  |  |
| Knowledgeable: |  |  | Accessibility: |  |  |
| Reports returned timely and complete: |  |  | Reporting of incidents: |  |  |
| Prompt and effective correction of situations and conditions: |  |  | Materials, supplies and equipment provided as required: |  |  |
| Helpfulness: |  |  | Flexibility: |  |  |
| Expert Opinion: |  |  | Offers Cost Saving Solutions: |  |  |
| Judgement/ Stability: *(Stability- reliable and consistent service):* |  |  | Vended Print Management: |  |  |
| Planning/Organizing: |  |  | Drive for Results: |  |  |
| Appropriate interaction with Agencies |  |  | Billing and invoicing |  |  |
|  |
| Areas for Improvement: | Goals for the next 6 months:  |
| Strengths: | Additional Feedback |

**EXHIBIT G – Firearms Checklist**

This document is an exhibit to the Master Services agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services agreement shall be resolved by giving precedence and effect to the Master Services agreement.

Below is the Inspection form per the “Master Service Agreement” that should be filled out by the by the Contractor and kept on file, to the specifications in the “Master Services Agreement”, for all employees and designees that have weapons on State facilities. This like all records the Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred and services rendered 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 and within five (5) business days to the State if requested.

**FIREARMS INSPECTION FORM**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Guard: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Model #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Serial #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Inspector: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**INSPECTION OF ASSEMBLED HAND GUN**

1. External Visual Inspection \_\_\_\_\_\_\_\_\_

Comment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Trigger safety check \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Comment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Trigger pull \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Comment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. “Locking up” and “Unlocking”: \_\_\_\_\_\_\_\_

Comment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Trigger reset check: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Comment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Does empty magazine lock slide: \_\_\_\_\_\_\_\_

Comment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Are component parts correct? \_\_\_\_\_\_\_\_\_\_

Comment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Engagement: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Comment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT H – RFP# 19-059 Documentation**

This document is an exhibit to the Master Services agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services agreement shall be resolved by giving precedence and effect to the Master Services agreement.

These exhibits in their entirety includes:

Documents prepared by the State:

* RFP Solicitation
* Questions and Answers
* All addendums
* Award Letter

Documents prepared by the Vendor:

* Transmittal Letter
* Contractor’s RFP Response
* Clarification Documents
* BAFO
* Indiana Economic Impact Form (IEI Form)