**MASTER SERVICES AGREEMENT**

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This Master Services Agreement (“this Contract”), entered into by and between the State of Indiana through the Indiana Department of Administration (the “State”) and CONTRATOR NAME (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 Indiana Department of Administration on behalf of All State Entities here in referred to as (“State”) is establishing a quantity purchase agreement (QPA) for Marketing, Public Relations, Advertising and Media Buy Services. The Contractor shall provide these services and commodities necessary to the State as set forth in RFP # 19-087, 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** = State of Indiana Pricing

**Exhibit B** = Marketing, Public Relations and Advertising Services Requirements

**Exhibit C** = Media Buying Services Requirements

**Exhibit D** = Budget Quotation Sheet

**Exhibit E** = Creative Brief

**Exhibit F** = Scope of Work Template

**Exhibit G** = Service Level Agreements

**Exhibit H** = Performance Metrics

**Exhibit I** = RFP # 19-087 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.

1. Unless otherwise specified within this Contract, the term “State 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. **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.

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 Account 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 requirements and schedule of the project (including a list of deliverables and delivery dates). 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.

1. Execution and Control

The Contractor’s implementation team shall carry out the project and perform project activities.

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, end-user feedback, usage data, product 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
	1. 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 weekly 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.

1. Training
2. Implementation Training

At no additional cost to the State, the Contractor shall work with the State and State 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 product shows 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 needed after implementation pursuant to the training requirements of this Contract.

1. User Guides

The Contractor shall provide Roll-out Packets or User Guides to Ordering Agencies on how to best use the provided services. The Contractor shall provide the User Guide documentation to the IDOA State 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 Dedicated 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. Dedicated 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. In addition, the Account Manager shall assist with account implementation and maintenance throughout the life of this Contract. Daily inquires related to project/campaigns, billing errors, and most customer-specific issues can be handled at the Dedicated Account Manger level. The Account Manager shall also actively market the services of this Contract to local governmental entities.
2. National Account Manager – The National Account Manager shall be responsible for assisting with the account management and maintenance and work to ensure contract compliance.
3. Customer Service Team – The Customer Service Team shall be responsible for assisting the State Agencies with any issues and ensuring service level compliance.
4. Quarterly Business Reviews (QBR)

The State and the Contractor shall agree upon the reporting model during the first 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, Pricing Audit Report, local government 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.

1. Service Level Agreements and Performance Metrics

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

1. Problem Resolution

Problem escalation shall be handled using the Contractor’s resolution process as provided in the Technical proposal of RFP # 19-087 (see **Exhibit I**). 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 IDOA State Contract Manager and an electronic copy provided to the State. The IDOA 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.

1. Disaster Recovery Plan

The Contractor shall provide a copy of the Contractor’s most recent disaster recovery and continuity of operations plan. 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 not limit 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. The Contractor shall provide copies of the disaster recovery plan to all State Agencies upon request.

1. Customer Service Hours

The Contractor shall provide customer services for all State 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 orders that need to be placed.

1. Customer Service Response Time

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

1. **Project/Program Deliverables**
2. For each campaign, the Contractor shall provide a detailed budget and schedule appropriate to the specific campaign (a breakdown by week may be appropriate for a campaign of short duration, and a monthly schedule may be most efficient for a long-term campaign of up to a year) that includes firm price quotations. Quotations shall be provided to the State of Indiana State Agency on **Exhibit D – Budget Quotation Sheet**. The Proposal must include a timeframe for project completion, a specific description of deliverable items, a background analysis, objectives, target audiences, the period of performance (push), a scope of work, budget, measurement criteria, and delivery dates. Unless indicated otherwise, deliveries shall be made directly to the State Agency. The Contractor shall be responsible for immediately advising the State Agency of any circumstance or event that could result in late completion of any task or subtask called for to be completed on certain date. The Contractor will not acquire other client(s) that may have competing interests with the State of Indiana as solely determined by the affected State agencies.
3. The Contractor shall also furnish cost estimates based on the prices as shown in **Exhibit A – State of Indiana Pricing** and any residual costs that must be identified on **Exhibit D – Budget Quotation Sheet** based on the project scope of the State Agency. Estimates shall be subject to the approval of the State Agency and must precede the period for which they are proposed and/or the project start date. Estimates must be numbered. In addition, adjusted budgets must be provided reflecting any modification approved by the State Agency in the proposed expenditures. A final budget must be submitted at the conclusion of each campaign.
4. For all media buys, the Contractor shall ensure that an approved Media Requisition Form and Purchase Order is received from the State Agency.
5. The Contractor shall obtain a minimum of 3 competitive proposals/bids on all non-media expenditures. Documentation of the proposal process, including bids, must be submitted to the State Agency for pre-approval of all non-media expenditures.
6. All changes in specifications and cost estimates must be approved by the State Agency prior to moving forward with the Project. The State Agency will not be responsible for unapproved increased billing invoices. Labor pricing is firm under the terms of this contract - with the exception of dedicated long- term support-based services, which may be flexible, but cannot exceed the maximum listed contract rates as found in **Exhibit A – State of Indiana Pricing**.
7. Complex or long-term projects may necessitate the State Agency communicate its needs in language more prescriptive than that found in this Contract. At no time shall such additional detail conflict with the terms and conditions of the contract, nor shall the communicated needs exceed the intended scope of the contract.
8. Should a Contractor take exception to additionally defining language on the grounds that such language conflicts with or exceeds the contractual requirements, the Contractor has the following resolution options available in the sequence identified:
* Provide alternative, contractually compliant options to the State Agency
* Contact the IDOA State Contract Manager for resolution mediation
1. The Contractor agrees to provide the requirements as listed in **Exhibit B – Marketing, Public Relations and Advertising Services Requirements** and **Exhibit C – Media Buying Services Requirements**.
2. **Print Production**
	1. As allowed and directed by IC 5-22-4-1, IC 5-22-11, and IC 5-22-12 the State Agencies may elect to utilize existing State of Indiana QPA Vendors, Indiana Correctional Industries or Ability Indiana organizations, hereinafter referred to as Directed Sources, for printing products and/or services.
	2. If State Agencies elect to utilize Directed Sources, the Contractor agrees to purchase and/or sub-contract for printing products and/or services. The Contract will work with the State Agency and the Directed Sources on production timelines, file transfers, job specifications, invoicing, and delivery instructions for print work as required and at no additional cost to the state.
	3. The Contractor will be prepared and able to use Directed Sources for as much or as little of the Contract as determined by the State. The Contractor will have full capability and adequate vendor pool to supply all work under this Contract without the use of Directed Sources.
	4. Printing costs must be included in the estimated budget established for each project assignment. At no time will the State be billed for a price that exceeds the quoted price.
	5. The price billed to the State for all printing provided through this contract will not exceed the cost paid to the Subcontractor by the Contractor. No up-charge, commission, fee, overhead, profit or other additional charges shall be allowed or paid by the State. All discounts and rebates must be passed to the State.
	6. If requested by the State or Agency, the Contractor shall provide documentation to confirm the pricing billed to the State. This includes, but is not limited to Subcontractor invoices and proof of payment.
3. **Shipping / Delivery**

If shipment of materials is required per Scope of Work, the Contractor shall be able to deliver to all current and potential delivery sites within the State of Indiana, and meet specified delivery requirements as well as delivery to all other State Agency locations. The Contractor shall ship and deliver products by date mutually agreed upon in scope of work.

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

The Contractor shall invoice the State only after items have been delivered prior to payment. The Contractor shall invoice the state only after completion of the work described in the purchase order/scope of work, and as required below prior to any payment. The Contractor shall submit an invoice to the State Agency’s Bill To Address.

1. Billing

The Contractor understands and agrees that the invoice shall;

* Include only charges for products/services that have been shipped/fulfillment complete
* Not include any items unfulfilled, which shall have a separate invoice for payment on the same Purchase Order
* If multiple invoices are sent for the same Purchase Order, there shall be a note this is for partial payment
* Not include sales tax
* Reflect time worked in quarter increments
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 purchase order. 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 (and any discounts) begins when the “Bill To” agency is in receipt of a correct invoice that meets the minimum requirements stated above and products/services have been delivered in satisfactory condition.

The Contractor understands and agrees that the State shall not accept any responsibility for purchase orders issued by local governmental entities.

1. **Reporting/Metrics**

The Contractor shall provide the State Agencies 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 Agency within 2 business days of the request unless the parties agree to a longer response period. State Agencies required reporting shall be agreed upon and detailed in each Scope of Work. State Agencies agreed upon reporting shall be provided within 2 business days of the request unless he parties agree to a longer response period. Ad-hoc and customized reporting shall be provided within 5 business days.

1. Usage Reports

The Contractor shall track all Contract usage, by line item to report at each QBR. The report shall include, but not limited to: State Agency, Dollar Amount, Target Completion Date, Actual Completion Date, Pass-Through Costs and if applicable Commission Percentage. The Contractor shall provide updates upon request by the State.

1. Pricing Audit Report

The Contractor shall work with the IDOA State Contract Manager to develop a mutually agreed upon pricing audit report that reflects the number of transactions during a 3 month period, price of the services at the time of purchase, and the price the State Agency paid to show the difference. 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.

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 I**). 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. **Miscellaneous Commitments**
2. Subcontracting

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.

1. Purchasing Card

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

**2. Consideration**.

Total remuneration under this Contract shall not exceed $X,XXX,XXX.XX.

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. Additionally, the Contractor shall pay to the State 10% of total purchase price of the accurately-priced items/services which had been invoiced at incorrect pricing, at the discretion of the State, if Contractor fails to correct pricing discrepancies within 7 days of notification. The Contractor shall provide a credit or check to the State Agency, whichever the State agency prefers, for the pricing errors. In the event that multiple agencies are involved, credit distribution shall be determined at the discretion of IDOA.

**3. Term**. This Contract shall be effective for a period of two (2) years. It shall commence on \_\_\_\_\_\_\_ and shall remain in effect through \_\_\_\_\_\_\_\_. There may be two (2) one-year renewals at the State’s option.

**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:*

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

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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:*

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

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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.

E. The State reserves the right to allow or disallow the Contractors participation in future solicitation opportunities, as a prime or subcontractor, for a period of two (2) years from the date of the notice of termination for Default. A letter from the Commissioner of the Indiana Department of Administration shall be required to participate on future solicitations within the two (2) year time frame.

**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:

46. Termination for Default

**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**

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana.  I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation.  I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein.  I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://hr.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST>

 **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 Department of Administration

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Name and Title, Printed Name and Title, Printed

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

**Approved by: Approved by:**

Indiana Office of Technology Indiana Department of Administration

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (for)By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (for)

Dewand Neely, Chief Information Officer Lesley A. Crane, Commissioner

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

**Approved by: Approved as to Form and Legality:**

State Budget Office of the Attorney General

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(for) By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (for)

Jason D. Dudich, Director Curtis T. Hill, Jr. Attorney General

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

**Exhibit A – State of Indiana Pricing**

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

**TBD**

**Exhibit B – Marketing, Public Relations and Advertising Services**

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.

**A. Marketing, Public Relations and Advertising Services**

 The following terms apply to all Marketing, Public Relations and Advertising Services:

1. If the State Agency deems any final product unusable or unacceptable due to improper preparation of the mechanical(s), the Contractor shall be responsible for any and all costs associated with the reproduction of said product. Improper preparation shall include anything done incorrectly to the mechanical during its preparation that can cause printing to be compromised. All duplicate charges for the artwork will be rejected.
2. Contractor will ensure that all licensing agreements permit the State Agency to use the artwork or replace the photograph when it re-runs a campaign.
3. The Contractor shall monitor and evaluate the progress and effectiveness of each advertising and public relations campaign. The Contractor shall suggest measurable criteria for evaluation that, in its judgment, should be used in determining the performance of each specific campaign. These criteria shall include, but not limited to, such common measures as media impressions, awareness and utilization rates. The Contractor and State Agency shall agree on the criteria.
4. The Contractor must obtain at least 3 competitive proposals/bids on all non-media expenditures. Documentation of the proposal process, including bids, must be submitted to the State Agency for pre-approval of all non-media expenditures.
5. All invoicing received from the Contractor must have detailed support to include separate lines showing all billable transactions. A copy of the Budget Quotation Sheet must accompany all invoices. The State Agency will not pay invoices that lack detailed support documentation. Delayed invoicing, billing, or payments due to lack of detailed support documentation with invoices is the responsibility of the Contractor. The State’s payment terms apply once all documentation for payment has been received by the State Agency. The Contractor is responsible for all payments to the subcontractor. To ensure the integrity of all campaigns the prime Contractor must, within 30 days of receipt of payment from the State, fulfill corresponding payment obligations to the subcontractors.
6. Advertising Activities shall not be conducted, made public, or disseminated without prior approval of the State Agency.

**B. Marketing and Public Relations Services**

The Contractor shall assist in creative design, website programming/re-design or update, development and strategic planning for State Agency goals, marketing programs and public relations activities. This shall include supporting existing campaigns and programs, updating of existing designs or creating new designs, and creating new and fresh promotional campaigns as needed by the State Agency.

1. PROCEDURE

The State Agency will prepare a Creative Brief and submit to a minimum of 3 of the awarded vendors in Category 1 – Marketing, Public Relations and Advertising for a bidding opportunity. Each of these vendors shall prepare a Budget Quotation Sheet and a detailed marketing and/or public relations proposal. The State Agency shall develop a Scope of Work sub-agreement, based on the approved Budget Quotation Sheet and the approved Proposal, with the vendor that has demonstrated the best ability to meet the State Agency’s strategic communications objectives within the allotted budget.

1. The Contractor shall develop marketing plans and campaigns consistent with Agency goals and objectives.
2. For engagements requiring the creation, implementation, modification, or management of a website, the Contractor and the State Agency must have Indiana Office of Technology approvals.
3. The Contractor, with State Agency approval, will prepare and execute a marketing and public relations campaign plan that parallels and complements the objectives of the entire customer information and goal campaign. Included in the plan shall be measures and targets to track the impact of public awareness and customer promotions in relation to the success of the campaign.
4. The Contractor will develop Strategic Planning for advertising, marketing and communications activities.
5. The Contractor shall provide written project status reports on either a weekly, bi-weekly, or monthly basis as required by the State Agency.
6. The Contractor shall participate in periodic conference calls with the State Agency to review the status of current projects and address programmatic details and issues to ensure timely delivery and successful outcomes of all campaigns. Frequency of conference calls will be determined by the State Agency.
7. Campaigns will be designed and implemented to reach specific target audiences. Target audiences might include populations that have been identified as disparate by evaluation data, ethnic minority populations and other target populations as deemed appropriate by the State Agency. Messages must be designed to reach specific target audiences as identified by the State Agency. Messages must be culturally appropriate and easily understood by all literacy levels.
8. Broadcast, radio, website and collateral creative design execution and production will be accomplished by the Contractor with approval of the State Agency. Print creative design will be accomplished by the contractor. Print production requirements are detailed in section 1.4.4 D. PRINT PRODUCTION of the RFP document.
9. The Contractor shall also suggest program promotions for the rollout of the campaign, and after approval by the State Agency, work to plan and execute these promotions.
10. The Contractor shall identify and recommend changes to optimize campaign goals set by the State Agency based on public participation, input, and feedback on the program.
11. The Contractor may be asked to produce and place press releases and matte releases in daily and weekly newspapers, including the minority press, periodicals, newsletters, trade press and national and international publications.
12. The Contractor shall identify and pursue new and feature placement opportunities and pitch stories to all forms of media with approval of the State Agency.
13. The Contractor will provide expertise in the area of event planning.
14. The Contractor shall recommend, as appropriate, events to launch, roll out and conclude campaigns and, after approval from the State Agency, plan and execute these events.
15. The Contractor will provide photography and / or videography of events when requested by the State Agency.
16. The Contractor will use good faith efforts to obtain the most cost-effective buy-outs and talent agreements whenever possible, but especially in cases when additional uses of advertisements and their components are anticipated (i.e. submission to other agencies or other states’ potential use).
17. The Contractor shall implement the marketing plan State materials created by the vendor and /or pre-produced media materials.
18. The Contractor shall provide Public Relations services to help generate public interest and awareness for Agency programs/initiatives that benefit Hoosiers, or to help achieve the State Agency’s strategic communications objectives. This includes publicizing the activities and projects of other vendors contracted by the State Agency and, as funding permits, other projects that are related to agency programs/initiatives.
19. Creative concepts and specific messaging may be thoroughly tested through cognitive groups, focus groups, polling and other methods, prior to production. All campaigns will be designed with input from the State Agency and only implemented upon approval from the State Agency.
20. Upon approval of each public relations plan, the Contractor shall arrange for the production, use, dissemination and distribution of various forms of communication, literature, publications and public relations materials called for in the plan and approved by the State Agency. Prior to use, all materials shall be approved by the State Agency in advance of production deadlines.
21. The Contractor shall execute all contracts with the media and other third parties, including the negotiation of the best possible rates for any such project-specific contracts, when required. All such project-specific contracts shall be entered into as an independent contractor and not as an agent of the State. *All cost benefits must be passed to the State***. The Contractor shall submit separate line percent net cost with its invoice for all media placement under this contract. Contractor’s markup shall only apply to the net cost for media placement.** The State shall retain the right to audit the Contractor’s books to verify that the State is receiving all net prices, discounts and rebates.
22. In offering the best value to the State, the Contractor shall consider participation in, or development of, joint promotions, cooperative advertising and co-promotions. Where such opportunities exist, the Contractor shall provide the State Agency with critical details including potential value. The State Agency shall have final approval on all such opportunities.
23. The Contract must make the State Agency aware of any possible sponsorships, public outreach, or other external partnerships. The cost-efficiency of any such sponsorship or partnership, and the sponsorship or partnership value to the State Agency must be included.
24. Following submission of public relations material to the media or other third parties, the Contractor shall examine or audit the placements released through the various media outlets to verify that quality, timing, position and distribution are consistent with the media plan and schedule. The Contractor shall provide verification to the State Agency.
25. **Social Media Marketing**

Social Media and Web 2.0 are terms that describe internet-based technology communication tools with a focus on immediacy, interactivity, user participation and information sharing in multiple ways. Social Media refers to the following:

* Forums
* Weblogs (blogs, vlogs, microblogs, presence applications)
* Wikis
* Social Bookmarking
* Social Communication Sites
* Podcasts
* Photos
* Videos (video, vlogs, livecasting – streaming)
* Real-Time Web Communications (chat, chat rooms, video chat)

It is the intent of this Contract to allow State Agencies to use existing and future Social Media technologies to provide information and interact with customers in Social Media venues in the performance of State business, within the framework deemed appropriate by the Governor’s Office Communications Team.

1. Any Using Agency that will establish new Social Media venues on behalf of the State of Indiana shall coordinate the implementation of these new online venues with the Governor’s Office Communications Team. This coordination will ensure that the implementation of Social Media Venues is cohesive at the State level.
2. The Contractor will adhere to the IOT Standards and policies, which include but may not be limited to the Social Media Policy Statement and Requirements
3. The Using Agency will communicate only accurate and verifiable facts to the Contractor. The Contractor will only communicate accurate and verifiable facts – no unverifiable opinions.
4. Non-Public or Confidential information will be protected and not disclosed via any Social Media outlet site.
5. The Contractor, with Using Agency approval, will prepare and execute a Social Media launch for purposes of Marketing, Public Relations, communicating and advertising agency initiatives. Social Media includes, but is not limited to: Facebook, Twitter, LinkedIn, Google+, Instagram, MySpace, Flickr, and Craigslist.
6. If required by the Using Agency, the Contractor will provide a collection of tools and resources to create, manage, and measure Social Media marketing efforts and Social Media web-page solutions.
7. If required by the Using Agency, the Contractor (with Using Agency approval) will be responsible for information updates and program promotions on Social Media sites based on the Using Agency’s project term, but not to exceed the term expiration of this contract.
8. The Contractor will not allow ad servers or ad network activity on any of the State of Indian Social Media pages without direct approval from the Using Agency.
9. The Contractor must obtain at least 3 competitive proposals/bids on any and all non-media expenditures. Documentation of the proposal process, including bids, must be submitted to the Using Agency for pre-approval of all non-media expenditures.
10. All invoicing received from the vendor must have detailed support to include separate lines showing all billable transactions. A BUDGET QUOTATION SHEET must accompany all invoices. The Using Agency will not pay invoices that lack detailed support documentation. Delayed invoicing, billing, payments due to lack of detailed support documentation with invoices is the responsibility of the Contractor. The Contractor is responsible for all payments to subcontractors. **To ensure the integrity of all campaigns, the Prime Contractor must, within 30 days of receipt of payment from the State, fulfill corresponding payment obligations to subcontractors.**
11. The Contractor shall provide consultation on and development of Internet marketing opportunities and trends. The Contractor shall be experienced in designing and executing internet marketing activities and evaluating trends in the internet medium. Internet marketing services may include, but not be limited to:
12. Developing and executing interactive customer retention and acquisition strategies for the State Agency services, and social networking sites.
13. Assisting the State Agency in developing and executing social media strategies by campaign and on an on-going basis.
14. Reviewing and evaluating all internet-related media proposals.
15. Evaluating all State Agency product activities to identify effective internet marketing opportunities
16. Assisting the State Agency in developing and executing other business communication and retailer support web-based solutions
17. Providing analytics for internet campaigns at a mutually agreed upon frequency
18. The Contractor shall prepare preliminary creative materials, as planned and scheduled, and present them to the State Agency for approval. Additional approaches may be requested by the State Agency at any time during the review and approval process. Creative materials that are overly similar will not count toward the creative approaches. The State of Indiana expects different/fresh approaches.
19. The Contractor shall furnish clear and complete printing specifications to the State Agency for each proposed printing item. The specifications shall include factors such as size, quantity, paper stock, color of inks, copy, layouts, artwork and mechanicals.
20. The Contractor shall charge only one time for all artwork or logo, electronic or otherwise, that may be used in multiple forms, formats and software applications.
21. The Contractor shall provide the State Agency with copies of all public relations materials that are placed and distributed by the Contractor. All such materials are to have been approved by the State Agency prior to placement or distribution.
22. The Contractor will provide the State Agency final print, web ready and native files at the completion of each job. All files are the property of the State of Indiana.
23. If the State Agency deems any final product as unusable or unacceptable due to improper preparation of the mechanical(s), the Contractor shall be responsible for any and all costs associated with the reproduction of said product. Improper preparation shall include anything done incorrectly to the mechanical during its preparation that can cause printing to be compromised. All duplicate charges for the artwork will be rejected.
24. Contractor will ensure that all licensing agreements permit the State Agency to use the artwork or replace the photograph when it re-reruns a campaign.
25. Talent acquisition licensing fees shall be disclosed to and approved by the State Agency prior to campaign budget approval.
26. The Contractor shall monitor and evaluate the progress and effectiveness of each advertising and public relations campaign. The Contractor shall suggest measureable criteria for evaluation that, in its judgment, should be used in determining the performance of each specific campaign. These criteria shall include, but not necessarily be limited to, such common measures as media impressions, awareness and utilization rates. The Contractor and State Agency shall agree on the criteria.
27. The Contractor will provide website consultation, development, programming, quality control, change control and content management.
28. The Contractor will provide research consultation and analysis.
29. The Contractor will provide evaluation, consultation, and professional recommendation concerning emerging media outlets, promotional services, sponsorship opportunities, merchandising aids and devices, and proposed concepts that might assist the State Agency in fulfilling its mission.
30. The Contractor, at the State Agency’s request, will provide assistance in developing and updating an annual Marketing Plan and Annual Sales Plan.
31. The Contractor will provide program and campaign-specific development of advertising and communications plans to support the marketing plan.
32. The Contractor will provide budget control and shared responsibility for cost control.
33. The Contractor will provide Public Relations services including situation analysis, communications advice, writing for press and public consumption, media relations, and in-person support for key State Agency communications and promotional initiatives.
34. The Contractor will assist the State Agency in procuring necessary media contracts, promotional partnerships, printed materials (through the Print/Mail QPA), durable retail signage, and various collateral and sales aids related to the State Agency’s ongoing advertising and retail marketing programs in compliance with the State’s procurement laws.
35. The Contractor will provide crisis management as requested by the State Agency.
36. The Contractor must obtain at least 3 competitive proposals/bids on all non-media expenditures. Documentation of the proposal process, including bids, must be submitted to the State Agency for pre-approval.
37. All invoicing received from the Contractor must have detailed support to include separate lines showing all billable transactions. A Budget Quotation Sheet must accompany all invoices. The State Agency will not pay invoices that lack detailed support documentation. Delayed invoicing, billing, payments due to lack of detailed support documentation with invoices is the responsibility of the Contractor. The Contractor is responsible for all payments to the subcontractor. **To ensure the integrity of all campaigns, the prime Contractor must, within 30 days of receipt of payment from the State, fulfill corresponding payment obligations to subcontractors.**

**MARKETING OR PUBLIC RELATIONS ACTIVITIES SHALL NOT BE CONDUCTED, MADE PUBLIC, OR DISSEMINATED WITHOUT THE APPROVAL OF THE STATE AGENCY.**

**C. ADVERTISING SERVICES**

The Contractor shall recommend and develop creative, research-based advertising objectives and strategies targeted to designated markets and/or the general public in coordination with the State Agency advertising goals.

1. The Contractor shall assist in the development and administration of programs that complement the State Agency’s unique goals to target specific customers and potential users.
2. Under the direction of the State Agency, the Contractor may be requested to provide professional consulting and other related services as identified by the State Agency.
3. PROCEDURE

The State Agency will prepare a Creative Brief and submit to a minimum of 3 of the awarded vendors in Category 1 – Marketing, Public Relations and Advertising for a bidding opportunity. Each of these vendors shall prepare a Budget Quotation Sheet and a detailed Advertising Proposal. The State Agency shall develop a Scope of Work sub-agreement, based on the approved Budget Quotation Sheet and the approved Proposal, with the vendor that has demonstrated the best ability to meet the State Agency’s strategic advertising objectives within the allotted budget.

1. If selected as part of the media mix, the Contractor shall create, produce and distribute:
* Outdoor Advertisements
* Radio Spots
* Print Advertising
* Television Commercials
* Internet Advertisements
* Collateral and other Advertisements
* Social Media
1. Prior to each project, the Contractor shall provide the State Agency with a Budget Quotation Sheet which includes outlining the background, strategy, objectives, target audience(s), scope of work, budget, deliverables, timeline and measurement criteria for outcomes to be achieved in the course of each specific campaign.
2. The Contractor shall be responsible for the development, subcontracting, management, and execution of all required marketing research programs. These services may include, but are not limited to, web based surveys and analytics, media research, demographic studies, advertising concept testing and/or consumer segmentation studies. All such programs and services shall be approved in advance by the State Agency.
3. The Contractor shall coordinate with the State Agency on existing research data to provide pre-campaign analysis and topics for primary marketing research such as focus groups and surveys. Contractor shall provide requested post-campaign analysis as requested by the State Agency.
4. The Contractor shall charge only one time for all artwork or logo, electronic or otherwise, that may be used in multiple forms, formats and software applications.
5. The Contractor shall provide written project status reports to the State Agency on a monthly basis, or at a frequency determined by the State Agency.
6. The Contractor shall participate in periodic conference calls with the State Agency to review the status of current projects and address programmatic details and issues to ensure timely delivery and successful outcomes of all campaigns. Frequency/mode determined by State Agency.
7. The Contractor shall provide the creative, account and production personnel required to plan, design, execute and administer approved advertising, promotions, and public relations programs based on strategic marketing plans and the targeted consumer base.
8. The Contractor shall design and produce integrated media advertising campaigns with budgets, schedules and products that are based on unique selling propositions, creativity, relevancy, market research, cost effectiveness, target market reach and frequency, and program development.
9. The Contractor shall include Spanish and other language translations of consumer-oriented print materials as requested during the course of the job.
10. The Contractor shall prepare preliminary creative materials, as planned and scheduled, and present them to the State Agency for approval. Additional approaches may be requested by the State Agency, at any time, during the review and approval process. Creative materials that are overly similar will not count toward the creative approaches. The State of Indiana expects different/fresh approaches
11. The Contractor shall furnish clear and complete printing specifications to the State Agency for each proposed printing item. The specifications include factors such as size, quantity, type of paper stock, color of inks, copy, layouts, artwork and mechanicals.
12. Upon completion and approval of the required detailed advertising plan by the State Agency, the Contractor shall arrange for the production, use, dissemination, and distribution of various forms of communication, literature, publications and advertising materials called for in the plan. Prior to use, all these materials must be submitted in advance of production deadlines for the Contractor for approval by the State Agency. Production of printed materials shall be performed by the State’s QPA vendor for Printing and Mailing Services.
13. The State Agency shall direct the Contractor on the placement of all media purchased for the State Agency’s campaign. The State Agency reserves the right to make all determinations regarding the actual placement of all media. The Contractor shall purchase and place all media (newspaper, television, radio, Internet, social media, etc.).
14. The Contractor shall produce strategic advertising schedules for outdoor and electronic media, create for approval, copy for all creative concepts for television and outdoor advertisements, and place such, if required, according to the State Agency approved estimates and schedules.
15. The Contractor shall supply photography and videography services as needed and approved by the State Agency.
16. The Contractor shall provide proofreading services for all advertising media publications and broadcasts.
17. The Contractor shall provide the State Agency with reports concerning the rationale and recommended media buys for each project, including budget flight dates, reach and frequency data, and location and outlet information.
18. The Contractor will provide the State Agency final print, web ready and native files at the completion of each job. All files are the property of the State of Indiana.
19. Following submission of advertising material to the media or other third parties, the Contractor shall examine or audit the advertising and media placements released through the various media to verify that quality, timing, position and distribution are consistent with the media plan and schedule.
20. The Contractor shall provide the State Agency with copies and tear sheets of all print insertion orders and broadcast orders that are placed by the Contractor. The Contractor shall also provide electronic and print or recorded copies of all final advertising and promotional materials.
21. The Contractor shall provide data analyzing the impact of its campaigns to the State Agency on a mutually agreed upon schedule. These data reports shall include analytics to demonstrate the number of new visitors and, where applicable, dollars expended by them.

**Exhibit C – Media Buying Services**

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.

A. MEDIA BUYING

Media Buying be defined as the procurement of media real estate at an optimal placement and price. The Contractor will negotiate price and placement of the Using Agency advertisement and/or media and procure the placement on behalf of the Using Agency.

1. The Contractor shall execute all contracts with the media and other third parties, including the negotiation of the best possible rates for any contracts, when required. Such contracts will be expressly between the Contractor and the third party.
2. The Contractor shall submit a media plan for advertising, explaining how the target audience is reached and matched to the proposed media. The plan shall offer details of the media mix, the specific media vehicles, and the media schedule. The plan shall include:
* Identification of the target audience if requested by State Agency
* Specific media to be used
* Timing, frequency, penetration and length of placement
* Allocation of placement dollars within the selected media
* Justification for each element of the plan as part of an integrated campaign designed for maximum impact, cost effectiveness, and return on investment (ROI)
* A complete itemization of media cost
* Analytics reported at a mutually agreed upon frequency
1. Under the direction of the State Agency, the Contractor shall provide media buying services based on target audience and potential target audience profile research and studies. Within the creative process for all campaigns, the Contractor shall evaluate all available media and provide recommendations for media mix in terms of cost, reach, program development index, and fit. As part of the media determination, the Contractor shall identify, wherever appropriate, cooperative advertising and promotional opportunities with the State Agency’s public and private sector partners.
2. Prior to media placement, the State Agency must submit a completed Media Requisition Form with an approved Purchase Order to the Governor’s Office Communications Team. The Contractor shall not process Media buy requests without approval from the Governor’s Office Communications Team.
3. The State Agency shall direct the Contractor on the placement of all media purchased for the State Agency’s campaign. The State Agency reserves the right to make all determinations regarding the actual placement of all media.
4. The Contractor shall execute all contracts with the media and other third parties, including the negotiation of the best possible rates for any contracts, when required. All such project-specific contracts shall be entered into as an independent contractor and not as an agent of the State. The Contractor shall submit separate line percent net cost with its invoice for all media placement under this contract. Contractor’s markup shall only apply to the net cost for media placement. All cost benefits must be passed to the State. The State shall retain the right to audit the Contractor’s books to verify that the State is receiving all net prices, discounts and rebates.
5. All video spots must contain closed-captioning.
6. Creative services for creating media for media placement/buying are NOT inclusive of this service offering and must be done under the Marketing, Public Relations and Advertising Category.
7. Contractor must be able to edit the original creative file, and distribute it to media outlets with instructions for placement and frequency.
8. The Contractor must obtain at least 3 competitive proposals/bids on all non-media expenditures. Documentation of the proposal process, including bids, must be submitted to the State Agency for pre-approval of all non-media expenditures.
9. All invoicing received from the vendor must have detailed support to include separate lines showing all billable transactions. The Budget Quotation Sheet must accompany all invoices. The State Agency will not pay invoices that lack detailed support documentation. Delayed invoicing, billing, or payments due to lack of detailed support documentation with invoices is the responsibility of the Contractor. The Contractor is responsible for all payments to the subcontractor. To ensure the integrity of all campaigns, the prime Contractor must, within 30 days of receipt of payment for the State, fulfill corresponding payment obligations to subcontractors.

**Exhibit D – Budget Quotation Sheet**

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 Budget Quotation Sheet shall be used for all quotes provided to Using Agencies under this contract. If line is not applicable, mark as N/A.**

**QUOTE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**LABOR**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Job Title** | **Contractual** **Hourly Rate** | **Hours Allocated** **to Job** | **Extended Cost** |
| **1.** | **Partner** |  |  |  |
| **2.** | **President** |  |  |  |
| **3.** | **Comptroller/Accounting Manager** |  |  |  |
| **4.** | **Account Director/Supervisor** |  |  |  |
| **5.** | **Account Executive** |  |  |  |
| **6.** | **Account Manager** |  |  |  |
| **7.** | **Project Manager** |  |  |  |
| **8.** | **Creative Director/Copy** |  |  |  |
| **9.** | **Creative Director/Art** |  |  |  |
| **10.** | **Senior Art Director** |  |  |  |
| **11.** | **Art Director** |  |  |  |
| **12.** | **Senior Copywriter** |  |  |  |
| **13.** | **Junior Copywriter** |  |  |  |
| **14.** | **Production Director/Print** |  |  |  |
| **15.** | **Production Director/Art** |  |  |  |
| **16.** | **Production Director/Media** |  |  |  |
| **17.** | **Producer** |  |  |  |
| **18.** | **Researcher** |  |  |  |
| **19.** | **Studio Manager** |  |  |  |
| **20.** | **Media Director** |  |  |  |
| **21.** | **Media Supervisor** |  |  |  |
| **22.** | **Media Planner/Buyer** |  |  |  |
| **23.** | **Interactive Specialist (Web – DVD)** |  |  |  |
| **24.** | **Web-Traffic Analyst** |  |  |  |
| **25.** | **Administrative Assistant** |  |  |  |
| **26.** | **Clerical**  |  |  |  |
| **27.** | **Graphic Designer** |  |  |  |
|  |  |  | **TOTAL LABOR COST:** |  |

**STATE OF INDIANA**

**MEDIA PLACEMENT MARK UP**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Cost to Vendor** | **Contractual Percentage Markup** | **Extended Cost** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  | **Total:** |  |

**PASS THROUGH COSTS: MEDIA PRODUCTION (Non-Labor)**

|  |  |
| --- | --- |
| **Item** |  |
|  |  |
|  |  |
|  |  |
|  |  |
| **Total Cost:** |  |

**PASS THROUGH COSTS: MEDIA PLACEMENT (Non-Labor)**

|  |  |
| --- | --- |
| **Item** |  |
|  |  |
|  |  |
|  |  |
|  |  |
| **Total Cost:** |  |

**PASS THROUGH COSTS: NON-MEDIA PLACEMENT (Non-Labor)**

|  |  |
| --- | --- |
| **Item** |  |
|  |  |
|  |  |
|  |  |
|  |  |
| **Total Cost:** |  |

 **TOTAL QUOTE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

\*This form is the minimum information required for quotes. Agencies may request more budget summary data and documents upon request. All quotes must be numbered.

**Exhibit E – Creative Brief**

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.

|  |  |
| --- | --- |
| State Agency| Creative Brief | **2019** |
| Program  | **Date** |

|  |  |
| --- | --- |
| **Program Background:** |  |
| What is our problem? |  |
| What greater problem is being created? |  |
| What is our solution? |  |
| What is the communication objective we must meet with this creative? |  |
| What measureable goals are we trying to achieve? |  |
| Who are we talking to and what makes them move?Demographic/Psychographic |  |
| What is our call to action? |  |
| How do we want people to feel about our solution? |  |
| **Deliverables:** |  |
| **Requirement:** |  |
| **First concepts due:** |  |
| What is the anticipated budget? |  |

**Exhibit F – 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**

***Document Purpose:*** *This document is identified as the template referenced in Exhibit F, 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 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 \_\_(Agency name here)\_\_\_(the “State Agency”) and the \_\_ (Contractor name here)\_\_ (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:

**State Agency Department(s):**

**State Agency Address:**

**State Agency Designee Name:**

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

**Vendor Designee Name:**

**Vendor Designee phone number(s), email, etc.:**

**Skill levels / job titles required:**

Attach Budget Quotation Sheet

**Duties Summary**

Attach Proposal

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor.  Further, to the undersigned’s knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.

**In Witness Whereof,** Contractor and the State have, through their duly authorized representatives, entered into this Sub-agreement Scope of Work, as represented from the Master Services Agreement for **QPA# 15680.** 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:**

**(Insert Vendor) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signature: Signature:

Printed Name: Printed Name:

Title: Title:

Date: Date:

**Indiana Department of Administration**

Vendor Contract Manager

Date:

**Exhibit G – Service Level Agreements (SLA’s)**

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 Account Management interaction.

The Contractor shall capture these SLAs as designed, and any additional service levels presented from the State over the life of the Contract. In doing so, the Contractor shall facilitate and monitor the performance of all SLAs identified. The Contractor shall tabulate the actual Service Level Agreements and Performance Standards outcomes and present the actual results during each affiliated Quarterly Business Review (QBR). The Contractor will 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.

A Key Performance Indicator (KPI) is a specific survey submitted to the Using Agency. The intent of the KPI is to obtain real, continuous feedback from the Using Agencies on the Contractor’s management performance, the Contractor’s overall performance, and other identified factors are substance of the KPI. These surveys will be used to measure the growth and progress of the program. The Contractor must reach out to the Using Agency at least on a quarterly basis to ask the Using Agencies to complete the KPI and return. The Contractor shall make the KPI available online. The Using Agencies shall complete and provide their final response to the Contractor. 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 Contract Manager.

The SLAs shown in this contract are to be followed during all times of the Contract and should be tabulated and scored based on the Measurement of Services.

The Contractor understands and agrees to the standards of work that are expected to be put forth including, but not limited to on average Sometimes Exceeds Expectations (5) for every SLA. In addition to the other terms and conditions of this Master Services Agreement, if the State deems that the Contractor has failed to meet any performance standard of an SLA, 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. If any of the standards listed below are not met the Contractor must issue the State a Corrective Action Plan per the requirements in the Master Services Agreement.

The Contractor shall conduct surveys at a minimum of quarterly with the Using Agencies that used their services during the corresponding time period. The questions are listed in below. No questions can be added or deleted without written approval from the State Contract Manager. If the State Contract Manager requests changes be made to any and all of the surveys the Contractor has 15 business days to update all of the surveys or a mutually agreed upon time.

Upon the State’s written request, but no less than once per quarter, the Contractor shall conduct surveys with the Using Agencies; 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 Expectations

3=Sometimes Meets Expectations

4=Meets Expectations

5=Sometimes Exceeds Expectations

6=Frequently Exceeds Expectations

7=Always Exceeds Expectations.

N/A= Not Applicable/ Did Not Use These Services (The only score that does not count toward the numerator or denominator when calculating the averages.)

The Service Level Agreements are the work standards the Contractor has agreed to meet, uphold, and be compliant with for the life of the Contract. The Contractor shall survey Using Agencies to gather this information to determine the quality of Service being provided under this agreement. The table identifies the SLA and the survey question that corresponds. The question listed is the question that the Contractor must ask the Using Agency in the survey (KPI). All Using Agencies must be surveyed. The last column lists the corresponding “Performance Standard” or the measurement the Contractor is required to meet or exceed. Each Service Level Agreement must receive an Average of 5 or above.

|  |  |  |
| --- | --- | --- |
| **Service Level Agreement** | **Survey Question** | **Performance Standard** |
| **Marketing, Public Relations and Advertising Services** |
| Complete tasks on time.  | How do you rate the ability to meet agency goals within the time frame allotted?  | Average of 5 or Higher  |
| Complete tasks within budget. | How do you rate the ability to meet agency goals within the allotted budget? | Average of 5 or Higher |
| Creatives are produced according to the Scope of Work. | How do you rate the level of adherence to the SOW requirements for the? | Average of 5 or Higher |
| Creatives adequately conveyed message intended. | Did the ROI or post-campaign analysis indicate a successful campaign? | Average of 5 or Higher |
| Analytics delivered on time and with complete information. | Are the reports provided during and post-campaign useful and complete? | Average of 5 or Higher |
| **Media Buys Services** |
| Media buys and optimization are conducted in time sensitive manner. | How do you rate the ability to quickly and effectively purchase and optimize media buys?  | Average of 5 or Higher  |
| Media buys are placed in the agreed upon markets. | What is the level of satisfaction with the media placements?  | Average of 5 or Higher  |
| Post-campaign analysis indicates the planned target demographic audience was reached. | Did the communication piece successfully reach the target audience?  | Average of 5 or Higher |
| Analytics are delivered on time and with complete and accurate information. | Are the reports provided during and post-campaign useful and complete? | Average of 5 or Higher |
| **Management Services**  |
| Provide clear direction to Contractor staff working with Using Agencies on campaigns and other communications related activities.  | How do you rate satisfaction with the Contractor staff assigned to your campaign/communication goal?  | Average of 5 or Higher  |
| Provide project consultation when requested. | How do you rate satisfaction with the quality of project consultation provided by the Contractor?  | Average of 5 or Higher  |
| Provide oversight of Contractor staff working across multiple agencies, ensuring proper staff levels are maintained.  | How do you rate satisfaction with the staffing levels provided to you by the Contractor? | Average of 5 or Higher  |
| Adhere to contracted pricing schedule across all using agencies and for all communications plans.  | How do you rate satisfaction with the pricing quoted for each communication plan?  | Average of 5 or Higher  |
| Provide accurate reports to the State/Using Agency as agreed upon. | How do you rate satisfaction with the reports provided by the Contractor?  | Average of 5 or Higher  |

**Exhibit H – 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.

**Performance Metric**

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. They are created for the purpose to monitor the performance of the Contractor and the overall contractual agreement. These are represented to identify both qualitative and quantitative information. The Contractor shall monitor and fulfill all associated Performance Metrics.

The Contractor shall capture these metrics as designed, and any additional metric presented from the State over the life of the Contract. In doing so, the Contractor shall facilitate and monitor the performance of all Performance Metrics**.** The Contractor shall tabulate the actual Performance Metrics 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 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 CAPs from the Contractor, over the life of the contract, if deemed appropriate.

The Contractor shall have (5) business days to provide a CAP detailing the actionable cure for remedying the issue or issues of each performance metric in need of correction as set forth in the aforementioned notice. Upon CAP 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 of written notification to the Contractor of the State’s acceptance. From that point, the Contractor has the mutually agreed upon timeline to cure the issues.

If the issue(s) associated with the CAP are not resolved within the proposed cure period, the State may assess the financial consequences as shown in the chart below. Upon a fourth failure, the State has the right to invoke the Termination for Default clause.

|  |  |  |  |
| --- | --- | --- | --- |
| **Performance Metric** | **First Failure** | **Second Failure** | **Third Failure** |
| On Time Task Completion Rate | $100 | $250 | $500 |
| Task Completion within Budget Rate | $100 | $250 | $500 |
| Adherence to Scope of Work Rate | $100 | $250 | $500 |
| Adequate Message Conveyance Rate | $100 | $250 | $500 |
| Media Buy/Optimization Timeliness Rate | $100 | $250 | $500 |
| Target Market Successfully Reached Rate | $100 | $250 | $500 |
| Analytics Delivered Accurately and On-time Rate | $100 | $250 | $500 |
| Successful Direction and Communication with Vendor Staff Rate | $100 | $250 | $500 |
| Adequate Project Consultation Rate  | $100 | $250 | $500 |
| Successful Oversight of Vendor Staffing Levels Rate | $100 | $250 | $500 |
| Adherence to Contracted Pricing Schedule Rate | $100 | $250 | $500 |
| Vendor Project Manager / Account Manager Reporting Accuracy and Timeliness Rate | $100 | $250 | $500 |

The financial consequences will be paid via check made out to the Indiana Department of Administration within 30 calendar days after the end of the applicable cure period set forth in the CAP. These consequences are individually assessed for failures over each three month (quarterly) period beginning with the second 3 month period and every 3 months thereafter.

The performance metrics are as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| # | Performance Metric | Importance Level | Performance Metric Standard | Performance Lapse Defined |
| 1. | On Time Task Completion Rate | Critical | The Contractor must complete 100% of tasks by the agreed upon completion date. | A failure to complete 100% of tasks by the agreed upon completion date. |
| 2. | Task Completion Within Budget Rate | Critical | The Contractor must complete 100% of all tasks within the project budget. | A failure to complete 100% of all tasks within the project budget.  |
| 3. | Adherence to Scope of Work Rate | Critical | The Contractor must complete 100% of the tasks within the project Scope of Work.  | A failure to complete 100% of the tasks in the project Scope of Work. |
| 4. | Adequate Message Conveyance Rate | Critical | The Contractor must ensure that the agency message is adequately conveyed 100% of the time. | A failure to adequately convey agency message. |
| 5. | Media Buy/Optimization Timeliness Rate | Critical | The Contractor must make all media buys and optimization on the agreed upon schedule in the agreed upon outlets. | A failure to adhere to the media buy and / or optimization plan. |
| 6. | Target Market Successfully Reached Rate | Critical | The Contractor must provide analytics that indicate target markets reached were those agreed upon. | A failure to reach target markets according to the agreed upon plan. |
| 7. | Analytics Delivered Accurately and On Time | Critical | Analytics delivered by the Contractor must be accurate and delivered in a timely manner. | A failure to deliver accurate, timely analytics. |
| 8. | Successful Direction and Communication with Vendor Staff Rate | Critical | The Contractor Project Manager must communicate with and provide adequate direction to all vendor staff.  | A failure to communicate with and provide adequate direction to all vendor staff. |
| 9. | Adequate Project Consultation Rate | Critical | The Contractor Project Manager must provide project consultation when requested. | A failure to provide project consultation when requested. |
| 10. | Successful Oversight of Vendor Staffing Levels Rate | Critical | The Contractor must maintain adequate staffing levels 100% of the time. | A failure to maintain adequate staffing levels. |
| 11. | Adhere to Contracted Pricing | Critical | The Contractor must adhere to the contracted pricing schedule 100% of the time | A failure to adhere to the contracted pricing schedule. |
| 12. | Vendor Project Manager / Account Manager Reporting Accuracy and Timeliness | Critical | The Contractor must provide timely, accurate reports to the Vendor Contract Manager at the agreed upon frequency 100% of the time. | A failure to provide timely, accurate reports to the Vendor Contract Manager. |

**Exhibit I – RFP # 19-087 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.

**TBD**