

**STATE OF INDIANA**

**Negotiated Bid # ASA-19-113**

**INDIANA DEPARTMENT OF ADMINISTRATION**

**On Behalf Of**

**All State Agencies**

**Solicitation For:**

**Infant Safe Sleep Products**

**Response Due Date: May 28, 2019 by 3:00pm EST**

Leslie Jones, Sr. Account Manager

Indiana Department of Administration

Procurement Division

402 W. Washington St., Room W468

Indianapolis, Indiana 46204

**STATE OF INDIANA**

SF47891 (rev 11/08) **NEGOTIATED** **BID** **PACKAGE TO ESTABLISH A**

**QUANTITY PURCHASE AGREEMENT**

**FOR: Infant Safe Sleep Products  
# ASA-19-113**

**IF YOU HAND-DELIVER SOLICITATION RESPONSES:**

To facilitate weapons restrictions at Indiana Government Center North and Indiana Government Center South, as of **July 21, 2008**, the public must enter IGC buildings through a designated public entrance. The public entrance to Indiana Government Center South is located at 10 N Senate Ave. (East side of building). This entrance will be equipped with metal detectors and screening devices monitored by Indiana State Police Capitol Police.

Passing through the public entrance may take some time. Please be sure to take this information into consideration if your company plans to submit a solicitation response in person.

**GENERAL INFORMATION:** A checklist is provided below to assist you. **Please note that these instructions may not contain all applicable requirements. Careful reading of this request is critical.** Failure to follow these instructions or those printed throughout this form may lead to the rejection of your bid. It is not necessary to return this page with your response.

1. \_\_\_\_\_\_ In order to receive an award, you must be registered with the Department of Administration, Procurement Division. However, bidders are not required to be registered with the Procurement Division to respond to a solicitation. To ensure there is no delay in the Award, all bidders are strongly encouraged to register prior to submission of a bid. Bidders should go to <http://www.in.gov/idoa/2464.htm> and click on *Bidder Registration* to register.
2. \_\_\_\_\_\_ All companies desiring to do business with the State must complete and return an *Indiana Economic Impact* form, which is included as part of this solicitation.. The collection and recognition of the information collected with the *Indiana Economic Impact* form places a strong emphasis on the economic impact a project will have on Indiana and its residents, regardless of where a business is located. The collection of this information does not restrict and company or firm from doing business with the State. Pursuant to IC 5-22-15-20.5, recently enacted legislation in HEA 1080 (2004) requires a bidder to provide the information identified in the *Indiana Economic Impact* form.
3. \_\_\_\_\_\_ Type or print legibly in black ink all requested information, including prices and extensions, as well as the correct vendor information. Clearly detail in writing any deviation from or exception taken to the stated specifications.
4. \_\_\_\_\_\_ **The State will only accept original signatures**. The bid may be rejected if it contains any alterations or erasures that are not initialed by the signer of the bid. The Non-Collusion Certification language is in the package. When you sign the Signature Page, you are agreeing to the general conditions, specifications, certifications and other documents of this package. Facsimile or electronic bids are not acceptable at this time. **However, you are required to submit a copy of your entire proposal to the State via CD-ROM by the due date and time listed above**.
5. \_\_\_\_\_\_ **Do not add, delete or modify any contractual terms and conditions**. Terms of the award will be those listed in this package and the resulting purchase order only.
6. \_\_\_\_\_\_ If you are not willing to accept a split award (partial order), your request must include the statement ***Bidding All or None***. The State reserves the right to accept or reject any or all bids, or any part thereof, and to award the items separately, all to one bidder, or to make a multiple-award. ITEMS NOT BID – if a bidder does not desire to submit a bid for an item, you should indicate ***NO BID*** in the unit price column for that item.
7. \_\_\_\_\_\_ The request must be received and clocked in by or prior to the due date and time indicated above. **Each bid must be returned in a separate envelope**. **The envelope must clearly indicate the following information**:
   1. The notation ***Negotiated Sealed Bid***
   2. The ***Solicitation Number (ASA-19-113)***
   3. The ***Due Date and Time (May 28, 2019 at 3:00PM)***
8. \_\_\_\_\_\_ The completed envelope must be returned to:

Department of Administration, Procurement Division

402 West Washington Street

Room W468

Indianapolis, IN 46204

ATTENTION: BID ROOM

**CAUTION TO VENDORS ABOUT SHIPPING/MAILING**: UNITED STATES POSTAL EXPRESS AND CERTIFIED MAIL ARE BOTH DELIVERED TO THE CENTRAL GOVERNMENT CENTER MAILROOM AND NOT DIRECTLY TO THE PROCUREMENT DIVISION DESIGNATED DEPARTMENT. IT IS THE RESPONSIBILITY OF THE BIDDER TO MAKE SURE THAT BID RESPONSES ARE RECEIVED BY THE PROCUREMENT DIVISION ON OR BEFORE THE DESIGNATED TIME AND DATE.

IN ORDER TO PROTECT THE INTEGRITY OF THE SEALED BID PROCESS, FAILURE TO PROPERLY IDENTIFY YOUR SEALED BID ACCORDING TO THE ABOVE INSTRUCTIONS MAY RESULT IN AN AUTOMATIC DISQUALIFICATION FROM CONSIDERATION.

GENERAL INFORMATION RELATED TO NEGOTIATED BIDDING

Please review this section carefully as it provides information on Negotiated Bidding which differs in certain aspects from the usual Competitive Bidding process. The key differences and relevant points are outlined below. Please refer to IC 5-22-7.3 for the relevant code that governs this procurement

1. IC 5-22-7.3. This procurement is being conducted using Negotiated Bidding pursuant to IC 5-22-7.3 which became effective on July 1, 2006

2. Evaluation Criteria. This Negotiated Bid will be evaluated on the basis of the overall low cost meeting specifications in the bid. However, the State reserves the right to include in its evaluation other unique savings opportunities, potential administrative impact (ie: number of resulting contracts), etc.

3. Discussions with Bidders. Discussions may be conducted with bidders after receipt of the initial bid. These discussions may include discussions on price. If discussions are conducted they will involve all responsive bidders and will be conducted in writing. Equivalent information will be provided to all bidders with whom discussions are conducted. As a result of these discussions bidders may be asked to submit revised bids. Bidders may respond to this request by submitting their initial bid unchanged, however prices cannot be increased, they must remain the same or lower.

4. Bid Opening. Initial Bids will be opened on or after the Due Date and Time. The bid opening will not be public, and will be conducted by an employee of the purchasing agency in the presence of one (1) or more other employees of the purchasing agency. If discussions are conducted with bidders, and bidders submit revised bids, the procedure for opening of these revised bids will be similar.

5. Bid Register. A bid register will be prepared containing relevant bid information, and will be made public no less than 7 days before the successful bidder is notified of award of contract, pursuant to Section 9 of IC 5-22-7.3

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT:** This Agreement contains the complete and final Agreement between the State and the Contractor and no other Agreement in any way modifying any of said terms and conditions will be binding upon the State or the Contractor unless made in writing and signed by the State's and the Contractor's authorized representative.

1 (a) – A sample contract that the State expects to execute with the successful Respondent(s) has been provided in this solicitation. (**See Sample Contract in bid documents**). This contract contains both mandatory and non-mandatory clauses. It is the State’s expectation that the final contract will be substantially similar to the sample contract provided. In the yellow text box immediately following this section, please indicate acceptance of these mandatory contract terms. Also, please review the rest of the contract and indicate your acceptance of the non-mandatory contract clauses in the yellow text box as well. If a non-mandatory clause is not acceptable as worded, suggest specific alternative wording to address issues raised by the specific clause. If you require additional contract terms please include them in this section. To reiterate, it’s the State’s strong desire to not deviate from the contract provided in the attachment and, as such, the State reserves the right to reject any and all of these requested changes.

The mandatory master contract terms are as follows:

* Duties of Contractor, Rate of Pay, and Term of Contract
* Authority to Bind Contractor
* Compliance with Laws
* Drug-Free Workplace Provision and Certification
* Employment Eligibility
* Funding Cancellation
* Governing Laws
* Indemnification
* Information Technology (*Only mandatory when contract is for IT products or services)*
* Non-Discrimination Clause
* Ownership of Documents and Materials
* Payments
* Penalties/Interest/Attorney’s Fees
* Termination for Convenience
* Non-Collusion and Acceptance

2. **PRICING**: Unit price must be entered and extended, and the total price of the solicitation must be shown. If there is an error between the unit price and total price, the unit price shall prevail**.** Awarded Prices: Prices listed for each item are firm and cannot be changed. Any revision in price may be rejected at the discretion of the IN Dept. of Administration, and may result in cancellation of the Purchase Order without recourse on the part of the awarded Contractor.

3. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be affected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to termination effective date, specifying the extent to which performance of services under which such termination becomes effective. The Contractor shall be compensated for performance prior to the notice date of termination but in no case shall total payment made to Contractor exceed the original Agreement price due on Agreement. No price increase shall be allowed on individual line items if canceled only in part.

4. **FUNDING CANCELLATION:** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

5. **INSURANCE:** If this Agreement provides for work to be performed by the Contractor for the State, the Contractor shall be responsible for providing all necessary unemployment and workers’ compensation, insurance for the Contractor’s employees and liability and property/casualty insurance, as required by the State. Upon request, the Contractor shall furnish a certificate of insurance showing coverage acceptable to the State.

6. **DELIVERY:** Delivery must be made at time agreed upon. If any indicated or actual delays arise, the using agency must be notified immediately, in writing, with the cause for such delay stated. If any goods are not delivered within the time specified on the Purchase Order, or within a reasonable time not exceeding 30 days after receipt of a Purchase Order if no time is specified, the using agency may refuse to accept such goods, and this Agreement may be cancelled. Each package shall be numbered and labeled with the State's Purchase Order number, contents and weight, and shall contain an itemized packing slip and be properly packed for shipment.

7. **QUANTITY:** Goods shipped in excess of quantity designated in the Purchase Order may be returned at the Contractor’s expense.

8. **COMPLIANCE WITH SPECIFICATIONS:** The goods and/or services shall conform strictly to the specifications, drawings, or samples specified or furnished in connection with the bid/quote, all of which are incorporated herein. The Contractor warrants all goods and/or services delivered to be free from defects of material or workmanship. This warranty shall survive any inspection, delivery, acceptance, or payment by the State of the goods and/or services. Inspections shall be on the State's premises unless otherwise specified. The State shall have the right to reject and return at the Contractor's expense, or to require at the Contractor's expense, the correction or replacement of materials, workmanship, or services which are defective or do not conform to the requirements of the Purchase Order.

9. **WARRANTY**: The Contractor will furnish all parts and maintenance at no charge for a period of at least 90 days or the manufacturer’s standard warranty, whichever is longer, provided that such maintenance and parts are not required because of accident, neglect, misuse, or force majeure event. Contractor shall be responsible for removal and/or disposal of all replaced parts. Prior to the expiration of the warranty period, whenever equipment is shipped for a mechanical replacement purpose, the Contractor shall bear all cost of such shipment including, but not limited to, cost of packing, transportation, rigging drayage, and insurance. All replacements shall be covered by a new warranty.

10. **INTELLECTUAL PROPERTY DEFENSE**: The Contractor shall, at its own expense, defend, indemnify and hold harmless the State with respect to any claims that the goods and/or services furnished under this Agreement violates any third party intellectual property rights including, but not limited to, patents, copyrights, trademarks and trade secrets

11. **PAYMENTS:** All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC 4-13-2-20.

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

13. **COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT:** As required by IC 5-22-3-7, the Contractor and any principals for the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law. 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: (A) except for de minimis and nonsystematic violations, 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 Agreement, even if IC 24-4.7 is preempted by federal law.

14. **NONDISCRIMINATION**: Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, the Contractor and its Agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, sex, disability, national origin, ancestry or status as a veteran. The Contractor, and its subcontractor(s), if any, shall comply with all applicable affirmative action reporting requirements. Breach of this covenant may be regarded as a material breach of this Agreement. The Contractor shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended.

15. **DRUG-FREE WORKPLACE CERTIFICATION:** As required by Executive Order No. 90-5, 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 Indiana has been convicted of a criminal drug violation occurring in the Contractor’s workplace.

16**. TAXES:** Prices listed on an invoice submitted by the Contractor for payment is not to include any tax for which the State is exempt. The State will furnish a tax exempt certificate, if requested by the Contractor. The State will not be responsible for any taxes levied on the Contractor as a result of this Agreement.

17. **FORCE MAJEURE:** In the event that either party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits, because of natural disaster or decrees of governmental bodies not the fault of the affected party (“Force Majeure Event”), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement 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 Agreement.

18. **GOVERNING LAWS:** This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

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

**1 (a)** As referenced in **Section 1a** of the **Terms and Conditions** (page 4 of 21) and the **Sample Contract** included within the bid documents, please indicate acceptance of the State’s mandatory contract terms. Also, please review the rest of the contract and indicate your acceptance of the non-mandatory contract clauses. If a non-mandatory clause is not acceptable as worded, suggest specific alternative wording to address issues raised by the specific clause. If you require additional contract terms please include them in this section. To reiterate, it is the State’s strong desire to not deviate from the sample contract provided in the attachment and, as such, the State reserves the right to reject any and all of these requested changes. **Failure to provide your agreement, rejection, or alternative wording of the contract terms may lead to the rejection of your bid. Please be sure to include the response in the designated field below.**

# **CLAIMING PURCHASING PREFERENCES**

Each bidder should review the various procurement preferences allowed by State statute. A summary of the preferences can be under Programs and Preferences located at: <https://www.in.gov/idoa/3106.htm>.

Each bidder must answer the following questions pertaining to purchasing preferences. ***No preference will be applied unless these questions have been answered and any required attachments included.***

1. **Are you claiming the U.S. Manufactured Product Preference (IC 5-22-15-21)**

*This is per individual line and should be noted below* Yes \_\_\_\_\_ No \_\_\_\_\_

Vendor must provide information at the individual line level in regards to this preference .If yes, the bidder is certifying under penalties of perjury that each of the bidder’s end products, except those listed under the Exceptions section, is a U.S. Manufactured Product as described in IC 5-22-15-21. A product is manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50% of the cost of all its components. (In determining if a product is manufactured in the United States, only the product and its components shall be considered.)

Please list what line items this preference will apply to and provide supporting documentation from the manufacturer which supports the preference claimed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Are you claiming the Preference for Steel Products (IC 5-22-15-25)** Yes \_\_\_ No \_\_\_
2. **Are you claiming the Preference to Coal Mined in Indiana (IC 5-22-15-22)** Yes \_\_\_ No \_\_\_
3. **Are you claiming the Indiana Business Preference (IC 5-22-15-20.5)** Yes \_\_\_ No \_\_\_

Indicate under which provision for which you are claiming to qualify as an Indiana business, fully complete the Indiana Economic Impact Form (State Form # 51778, and include it with your bid/proposal. Vendors who wish to claim one of the Buy Indiana preferences below, must have email confirmation of their status provided by [buyindianainvest@idoa.in.gov](mailto:buyindianainvest@idoa.in.gov). A copy of this confirmation must be included in the solicitation response. The email confirmation must have been provided within one year prior to the proposal due date.

**\_\_\_\_\_** **(1)** A business whose principal place of business is located in Indiana.

**\_\_\_\_\_ (2)** A business that pays a majority of its payroll (in dollar volume) to residents of Indiana.

**\_\_\_\_\_ (3**) A business that employs Indiana residents as a majority of its employees.

**\_\_\_\_\_ (4)** A business that makes significant capital investments in Indiana.

Any company that can demonstrate a minimum capital investment of $5 million or more in plant and/or equipment or annual lease payments of $2.5 million or more shall qualifies as an Indiana business under category #4.

**\_\_\_\_\_ (5)** A business that has a substantial positive economic impact on Indiana.

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR); qualifies as an Indiana business under category #5.

The following price preferences for supplies purchased from an Indiana business apply:

(1) Five percent (5%) for a purchase expected by the state agency to be less than five hundred thousand dollars ($500,000);

(2) Three percent (3%) for a purchase expected by the state agency to be at least five hundred thousand dollars ($500,000), but less than one million dollars ($1,000,000);

(3) One percent (1%) for a purchase expected by the state agency to be at least one million dollars ($1,000,000)

1. **Are you claiming the Indiana Manufactured Preference (IC 5-22-15-20.5)** Yes \_\_\_ No \_\_\_

*This preference may only be claimed by respondents who claim the Indiana Business Preference*.

Submit necessary documentation detailing a substantial amount of manufacturing, assembly, or production of the products proposed is in the State of Indiana.

If an Indiana business offers to provide supplies manufactured, assembled, or produced in Indiana, and if two (2) or more bids submitted were the same, the following price preference is available to the Indiana business, in addition to the price preference available under supplies purchased from an Indiana Business:

(1) Three percent (3%) for a purchase expected by the state agency to be less than five hundred thousand dollars ($500,000);

(2) Two percent (2%) for a purchase expected by the state agency to be at least five hundred thousand dollars ($500,000) but less than one million dollars ($1,000,000);

(3) One percent (1%) for a purchase expected by the state agency to be at least one million dollars ($1,000,000)

1. **Are you claiming the preference for supplies that contain recycled or post-consumer materials (IC 5-22-15-16)**

Yes \_\_\_ No \_\_\_

*The preference does not apply when the purchase description is limited to a supply that contains recycled materials or post-consumer materials*

If yes, a manufacturer’s certification must be submitted for each item or group of items for which the offeror is seeking a preference or the preference may not be considered.

1. **Are you claiming the preference for soybean oil based ink (IC 5-22-15-18)** Yes \_\_\_ No \_\_\_
2. **Are you claiming the preference for soy diesel/bio diesel (IC 5-22-15-19)** Yes \_\_\_ No \_\_\_
3. **Are you claiming the Indiana Small Business Preference (IC 5-22-15-23)** Yes \_\_\_ No \_\_\_

*If yes, bidder must indicate which category of small business concern applies:*

\_\_\_ Wholesale business with annual sales of four million dollars ($4,000,000) or less during its last fiscal year. “Wholesale business, means a business that derives its principal source of income (over 50% of gross revenues) from sales to retailers, other merchants, or industrial, institutional or commercial users who will use the goods for resale or business use. This definition distribution activities.

\_\_\_ Service business with average sales of five hundred thousand dollars ($500,000) or less for the current and preceding three (3) fiscal years and which employs no more than twenty-five (25) persons. “Service business, “ means a business that derives its principal source of income (over 50% of gross revenues) from the sale of useful artistic, educational, intellectual, literary, or scientific labor from which no necessary tangible commodity is derived.

\_\_\_ Retail business or business selling services with annual sales and receipts of five hundred thousand dollars ($500,000) or less. “Retail business,” means a business that derives its principal source of income (over 50% of gross revenues) from the sale of supplies to the ultimate consumer.

\_\_\_ Manufacturing business, which employs no more than one hundred (100) persons. “Manufacturing business” means a business that derives its principal source of income (over 50% of gross revenues) from the sale of goods the firm produces at its own facility made from raw, unfinished materials, as distinguished from the final product.

\_\_\_ A business in any of the following sectors is not a small business if it employs more than one hundred (100) persons or if its annual sales exceed 5 Million dollars ($5,000,000):

1. Information Technology
2. Life Sciences
3. Transportation
4. Logistics

\_\_\_ A business that has a current verification as a veteran owned small business as defined by IC 5-22-14-3.5(a)(1-3).

1. **Are you claiming the preference for Indiana farm products (IC 5-22-15-23.5)** Yes \_\_\_ No \_\_\_
2. **Are you claiming the preference for foods/beverages that contain high levels of calcium (IC 5-22-15-24)** Yes \_\_\_ No \_\_

SF47895 (ELEC1/12)

**MINORITY & WOMEN'S BUSINESS ENTERPRISES SUBCONTRACTOR COMMITMENT FORM**

In accordance with 25 IAC 5-5, if the purchase is for a Commodity/Services the contract goal for this solicitation is 4% Minority participation and 9% for Women participation. It is the intent of IDOA Procurement Division to meet or exceed the above mentioned MWBE goals. If participation exists, the vendor must submit with its quote/bid a MWBE Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women’s Business Enterprises Division (MWBED) directory of certified firms located at www.in.gov/idoa/mwbe. If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this quote/bid and the cost of direct supplies for this quote/bid. Respondents must complete the Subcontractor Commitment Form in its entirety.

The Department reserves the right to verify all information included on the MWBE Subcontractor Commitment Form.

Respondents are encouraged to contact and work with MWBED at 317-232-3061 to design a subcontractor commitment to meet established goals as referenced in this solicitation.

**Prime Contractors must ensure that the proposed subcontractors meet the following criteria:**

* Must be listed on the IDOA Directory of Certified Firms
* Each firm may only serve as one classification – MBE or WBE
* A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
* Must serve a commercially useful function. The firm must serve a value-added purpose on the engagement.
* Must provide goods or service only in the industry area for which it is certified as listed in the directory at www.in.gov/idoa/mwbe
* Must be used to provide the goods or services specific to the contract
* National Diversity Plans are generally not acceptable

**Minority & Women’s Business Enterprises Subcontractor Letter of Commitment**

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract.

By submission of the quote/bid, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State’s MWBE Program. Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women’s Business Enterprises Division at (317) 232-3061 or mwbe@idoa.in.gov.

**STATE OF INDIANA MBE/WBE SUBCONTRACTOR COMMITMENT FORM**

|  |
| --- |
| **BID: ASA-19-113** |
|  |
| **DUE DATE:** |
|  |
| **TOTAL BID AMOUNT:** |

|  |  |  |  |
| --- | --- | --- | --- |
| **❒ MBE Firm ❒ WBE Firm** |  |  | |
| **Company Name:** |  | **Contact Person:** | |
|  |
| **Address:** |  | **E-mail:** | |
|  |
|  | **Telephone Number:**  **( )** | **Fax Number:**  **( )** |
|  |
| **Sub-Contract Amount:**  **Sub-Contract Percentage of Total Bid:** |  | **Describe service/product to be provided:** | |
| **Provide approximate dates when Sub-Contractor will perform on this project:** | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **❒ MBE Firm ❒ WBE Firm** |  |  | |
| **Company Name:** |  | **Contact Person:** | |
|  |
| **Address:** |  | **E-mail:** | |
|  |
|  | **Telephone Number:**  **( )** | **Fax Number:**  **( )** |
|  |
| **Sub-Contract Amount:**  **Sub-Contract Percentage of Total Bid:** |  | **Describe service/product to be provided:** | |
| **Provide approximate dates when Sub-Contractor will perform on this project:** | | | |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Respondent Firm |  | Telephone Number |
| Address |  | Fax Number |
|  |  |  |
| City/State/Zip Code |  | Email Address |
| Representative |  | Authorizing Signature |
| Date |  | Printed Name and Title |

* Please check if additional forms are attached.

Page \_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_

**IF PARTICIPATION EXISTS, THIS FORM MUST BE COMPLETED IN ITS ENTIRETY WITH COMPLETED LETTERS OF COMMITMENT.**

**INDIANA VETERAN OWNED SMALL BUSINESS   
SUBCONTRACTOR COMMITMENT FORM**

This form must show if there are, participating in the proposed contract, Indiana Veteran Owned Small Businesses (VOSBs), as listed in the VA OSDBU registry, or listed on the IDOA Directory of Certified Firms that conform to the IVOSB rules as laid out at <http://www.in.gov/idoa/2862.htm>.

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety.

The Department reserves the right to verify all information included on the IVOSB Subcontractor Commitment Form.

**Prime Contractors must ensure that the proposed subcontractors meet the following criteria:**

**Prime Contractors must ensure that the proposed subcontractors meet the following criteria:**

* Must be listed on Federal Center for Veterans Business Enterprise (VA OSDBU) registry or listed on the IDOA Directory of Certified Firms, on or before the proposal due date
* Prime contractor must include with its proposal the subcontractor’s IVOSB certification letter provided by IDOA, to confirm current status of certification
* Each firm may only serve as one classification – MBE, WBE (see Section 1.21) or IVOSB
* A Prime Contractor who is an IVOSB must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
* Must serve a commercially useful function. The firm must serve a value-added purpose on the engagement.
* Must provide goods or service only in the industry area for which it is certified as listed in the AS OSDBU or IDOA Certified Firm directories, <http://www.in.gov/idoa/2862.htm>
* Must be used to provide the goods or services specific to the contract

**Indiana veteran OWNED SMALL Business Subcontractor Letter of Commitment**

A signed letter(s), on company letterhead, from the IVOSB must accompany the IVOSB Subcontractor Commitment Form. This letter of commitment shall state and will serve as acknowledgement from the IVOSB of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State’s IVOSB Program. Questions involving the regulations governing the IVOSB Subcontractor Commitment Form should be directed to: [indianaveteranspreference@idoa.in.gov](mailto:indianaveteranspreference@idoa.in.gov)

**STATE OF INDIANA IVOSB SUBCONTRACTOR COMMITMENT FORM**

|  |
| --- |
| **BID# ASA-19-113** |
|  |
| **DUE DATE:** |
|  |
| **TOTAL BID AMOUNT:** |

|  |  |  |  |
| --- | --- | --- | --- |
| **Company Name:** |  | **Contact Person:** | |
|  |
| **Address:** |  | **E-mail:** | |
|  |
|  | **Telephone Number:**  **( )** | **Fax Number:**  **( )** |
|  |
| **Sub-Contract Amount:**  **Sub-Contract Percentage of Total Bid:** |  | **Describe service/product to be provided:** | |
| **Provide approximate dates when Sub-Contractor will perform on this project:** | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Company Name:** |  | **Contact Person:** | |
|  |
| **Address:** |  | **E-mail:** | |
|  |
|  | **Telephone Number:**  **( )** | **Fax Number:**  **( )** |
|  |
| **Sub-Contract Amount:**  **Sub-Contract Percentage of Total Bid:** |  | **Describe service/product to be provided:** | |
| **Provide approximate dates when Sub-Contractor will perform on this project:** | | | |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Respondent Firm |  | Telephone Number |
| Address |  | Fax Number |
|  |  |  |
| City/State/Zip Code |  | Email Address |
| Representative |  | Authorizing Signature |
| Date |  | Printed Name and Title |

* Please check if additional forms are attached.

Page \_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_

**FORM MUST BE COMPLETED IN ITS ENTIRETY WITH COMPLETED LETTERS OF COMMITMENT.**

SF44260(ELEC2-06)



**DRUG-FREE WORKPLACE CERTIFICATION**

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.

**The Contractor/Grantee certifies and agrees that it will provide a drug-free workplace by**:

(a) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacturer, distribution, dispensing, possession or use of a controlled substance is prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

(b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the Vendor'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; and

(c) 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 employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

(d) Notifying in writing the contracting State Agency and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subdivision(c) (2) above, or otherwise receiving actual notice of such conviction; and

(e) Within thirty (30) days after receiving notice under subdivision (c) (2) above of conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require 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

(f) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

**SECRETARY OF STATE REGISTRATION**

In accordance with IC 5-22-16-4, an offeror or subcontractor desiring to perform any portion of the work described by this bid/quote that is a business required to register with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies.

Information concerning registration with the Secretary of State may be obtained by contacting:

Indiana Secretary of State of Indiana

Corporation Section

302 W. Washington St. Rom E018

Indianapolis, IN 46204

(317) 232-6576

**EMERGENCY INFORMATION**

In the event of an emergency or disaster, the State of Indiana is requesting that your company be a pre-qualified supplier of the goods and/or services requested in this solicitation if awarded. Respondents are advised that the goods and/or services contracted for as a result of this contract/solicitation may be called upon by the State of Indiana or other governmental entities at times of emergencies or disasters. Indicate below if you agree to honor the terms and conditions (with the exception of shipping and delivery locations) of the resulting contract. Shipping and delivery arrangements will be coordinated directly with the stricken entity.

Indicate your agreement to provide the items and/or services specified in this contract/solicitation to the State of Indiana and other governmental agencies in the event of an emergency or disaster.

Yes \_\_\_\_\_\_ No \_\_\_\_\_\_

If yes, please list a contact name, phone and e-mail address of the person who would be on-call 24/7 in the event of an emergency/disaster.

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

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**COMPLIANCE CERTIFICATION**

Responses to this bid solicitation serve as a warrant that the responding entity has properly registered as required by law with the Secretary of State and that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and it agrees that it will immediately notify the State of any such actions. The respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana.  Any respondent agrees that the State may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that State may bar the respondent from contracting with the State, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

**ETHICS OBLIGATIONS**

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 Indiana Code § 4-2-6 et seq. and Indiana Code 4.2.7, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. 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 Indiana State Ethics Commission website at <http://www.in.gov/ig/commission.html> 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 Indiana Code § 4-2-6-12 and 4.2.7.

**PRICING**

Unit price must be entered and extended, and the total price of the bid must be shown. Unit prices are to be bid on the basis of the unit specified. If there is an error between the unit price and total price, the unit price shall prevail**. *Awarded Prices: Prices listed for each item are firm and cannot be changed.***

**F.O.B. DESTINATION**

The State requires all bids to be submitted on the basis of F.O.B. destination.

**OPEN COMPETITION**

The specifications are intended to be nonrestrictive. Although at times brand names and model numbers may be used, they are merely intended to be guidelines to establish criteria and quality for competitive bidding. Unless otherwise stated, alternate bids will be evaluated and may be acceptable as long as they can be verified as equal or better than specified as determined by the State. All bidders with alternate products shall submit detailed specifications with their bid.

**CREATION OF BINDING AGREEMENT**

A binding Agreement will be created only by the issuance of a Purchase Order at any time within the period stated on the Request for Quotation/Invitation to Bid form. The Binding Agreement will be governed by the terms and conditions included in this bid package. The Contractor shall make no deliveries on verbal orders except from the Using Agency on purchases less than $5,000 and only with written approval on purchases greater than $5,000 from the Indiana Department of Administration, Procurement Division.

**EXCEPTIONS**

\_\_\_\_\_\_\_\_\_\_\_ PLEASE CHECK IF APPLICABLE

Alternative requests must be equal or better than those specified as determined by the Indiana Department of Administration, and bidders deviating from specified items should provide, with his or her request, a listing of all areas in which his or her product deviates and fully explain and justify this alternative.

ANY EXCEPTIONS ARE TO BE NOTED BELOW AND LISTED BY LINE ITEM NUMBER.

**EMPLOYMENT ELIGIBILITY VERIFICATION**

As required by IC§22-5-1.7, the Contractor swears or affirms under the penalties of perjury that:

1. The Contractor does not knowingly employ an unauthorized alien.

2. 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.

3. 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.

4. 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.

**NON-COLLUSION CERTIFICATION**

This is to certify that the Bidder, being duly affirmed under oath says, that he or she is the contracting party; that he or she has not, nor has any other employee of the company represented by him or her, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he or she has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears upon the face of the contract.

**SIGNATURE**

This is to certify that the bidder or any person on his or her behalf has examined and understands and agrees to the specifications, including General and Special conditions of this document.

BIDDER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FEDERAL ID NUMBER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Please circle to indicate if your FIN is a TIN or SSN)

ORDERING ADDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ STATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ZIP CODE \_\_\_\_\_\_\_\_\_\_\_\_

REMITTANCE ADDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ STATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ZIP CODE \_\_\_\_\_\_\_\_\_\_\_\_

TYPE OF BUSINESS (i.e. Corporation, Sole Proprietor, LLC, etc.) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NORTH AMERICAN INDUSTRY CLASSIFICATION SYTEM (NAICS CODE) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TELEPHONE NUMBER (\_\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If awarded a contract, the bidder will provide supplies, equipment, and/or services to the State of Indiana in accordance with the general conditions, specifications, certifications and other documents of this solicitation.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the undersigned\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature) (Print Office Held)

of the above named bidder under penalties of perjury this \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_, certify that I hold the aforementioned Office in the above bidder and that the representations are true and accurate.