

**INDIANA ATTORNEY GENERAL
UNCLAIMED PROPERTY DIVISION**



**REQUEST FOR PROPOSALS
FOR
UNCLAIMED PROPERTY MEDIA SERVICES**

Date of Issuance:	05/15/2017
Date Proposals Due:	06/15/2017
RFP #:	UPD2017-1
Contact:	Jeremy Brilliant Director of Communications 200 W. Washington St., Room 219 Indianapolis, Indiana 46204
Fax Number:	(317) 232-7979
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Indiana Unclaimed Property Division Website:

www.Indianaunclaimed.gov

Office of the Attorney General Website:

www.in.gov/attorneygeneral

UPD2017-1

SECTION ONE

GENERAL INFORMATION

1.1 INTRODUCTION

The purpose of this RFP is to select a vendor that can satisfy the State's need for media and marketing services for the Unclaimed Property Division (UPD) of the Office of the Indiana Attorney General (OAG). It is the intent of the OAG to contract with a vendor that can provide quality media and marketing services for UPD.

1.2 DEFINITIONS AND ABBREVIATIONS

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

CUF	Commercially Useful Function – A business function that supports the scope of this solicitation
IAC	The Indiana Administrative Code
IC	The Indiana Code
OAG	Office of the Indiana Attorney General
Proposal	A response to this RFP.
Respondent	Person or entity making a proposal.
Services	Work to be performed as specified in this RFP.
UPD	The Unclaimed Property Division of the Office of the Attorney General. The UPD is governed by IC 32-34-1. The function of the UPD is to collect all property that has become legally unclaimed according to state law and to locate the rightful owner of that property or the owner's heirs.

1.3 SCOPE OF WORK

OAG is seeking comprehensive, integrated marketing and communications services including a strategic paid media campaign for the Unclaimed Property Division. The selected respondent(s) will have demonstrated skills and experience in the following areas:

- Account service, strategic planning, research supervision and marketing counsel
- Create concept development, brand identification development, art direction, broadcast production, print production and graphic design
- New media, social media, website development, database management
- Guerrilla, viral, direct and event marketing
- Media planning, strategic brand positioning, negotiation and buying

OAG seeks to move the existing Unclaimed Property brand forward. We are looking to partner with a firm to significantly raise the level of education about UPD and the services it provides to Indiana citizens. The selected respondent will have the ability to conduct marketing research to measure the effectiveness of an executed communications campaign.

Qualified respondents will have the ability to oversee and manage accounts payable/receivable for subcontractors, the ability to pay promptly for continuation of services, and the resources for obtaining minority-owned suppliers. OAG reserves the right to approve the selection of any subcontractor employed.

1.4 OUTLINE OF RFP

Section	Description
Section 1: General Information	This section provides general information about the RFP.
Section 2: Proposal Information	This section provides details on the Respondent requirements and Proposal specifications.
Section 3: RFP Process and Timeline	This section provides information on submitting an RFP, the RFP review process, and a timeline for the process.
Section 4: Proposal Preparation Instructions	This section lists the required documentation and form the Respondent's Proposal and transmittal letter must follow.
Section 5: Evaluation and Selection Criteria	This section provides the Proposal evaluation process and selection criteria.
Attachment A	This attachment provides a sample contract the State intends to execute with the selected Respondent(s).
Attachment B	MWBE Subcontractor Commitment Form and Waiver Application
Attachment C	IVBE Subcontractor Commitment Form
Attachment D	Indiana Economic Impact Form

1.5 ISSUING OFFICE

In accordance with Indiana statute, the OAG has issued this RFP. The content has been prepared by the staff of the OAG and others. This RFP is being posted to the Indiana Attorney General's website, www.in.gov/attorneygeneral. One copy of this RFP may be provided free of charge. A nominal fee will be charged for providing additional copies.

SECTION TWO PROPOSAL INFORMATION

2.1 SERVICES REQUESTED

The OAG seeks qualified Respondents capable providing marketing and media services to raise awareness of UPD in a cost-effective manner.

2.2 TYPE AND TERM OF CONTRACT

The State of Indiana intends to sign a contract with a Respondent to provide the services listed in this RFP.

The term of this contract shall be for a period of two (2) years, beginning August 1, 2017 and ending July 31, 2019. The contract may be renewed for an additional two years at the option of the state.

2.3 DEPARTMENT OF ADMINISTRATION REGISTRATION

All Respondents must be registered with the Indiana Department of Administration (IDOA) to become a bidder with the State of Indiana. The bidder registration database is set up for vendors to register if they are interested in selling a product or service to the State of Indiana. The bidder registration offers email notification of upcoming solicitation opportunities corresponding to the bidder's area(s) of interest selected during the registration process. The bidder registration requires some general business information, an indication of the types of goods and services provided, and locations(s) within the State supplies or services are available.

Bidder registration is available at <http://www.in.gov/idoa/2464.htm> .

Problems or questions concerning the registration process should be directed to:

Amey Redding
Vendor Registration Coordinator
aredding@idoa.in.gov
(317) 234-3542

2.4 SECRETARY OF STATE REGISTRATION

In accordance with IC 5-22-16-4, before Respondent can do business with the State, the Respondent must be registered with the Indiana Secretary of State. It is each Respondent's responsibility to register prior to the initiation of any contract discussions. Respondents not currently registered with the Secretary of State of Indiana may obtain the necessary application information from:

Secretary of State of Indiana
Corporation Division
302 West Washington Street, E018
Indianapolis, IN 46204
(317) 234-9768
<https://inbiz.in.gov/BOS/Home/Index>

2.5 CONTRACT OBLIGATIONS

ATTACHMENT A is the form of the expected contract resulting from this RFP. Although the State anticipates that any Respondents submitting a proposal will provide the major portion of the products and services as requested, subcontracting by Respondent is acceptable in performing the requirements of this RFP. However, the Respondent must obtain the approval of the OAG before subcontracting any portion of the project's requirements. The Respondent is responsible for the performance of any obligations that may result from this RFP and shall not be relieved by the non-performance of any subcontractor. Respondent's proposal must identify all subcontractors and outline the contractual relationship between the Respondent and each subcontractor. Respondents must include either a copy of the executed subcontract or a letter of agreement over the official signature of the subcontracting firms. This RFP is subject to the Minority and Women's Business Enterprise Subcontractor Commitment (SECTION 2.12), the Indiana Veteran's Business Enterprise Subcontractor Commitment (SECTION 2.13), and the Buy Indiana Program (SECTION 2.14).

Any subcontracts entered into by the Respondent must be in compliance with all State of Indiana statutes and be subject to the provisions thereof. Each portion of the proposed products and services to be provided by a subcontractor must be detailed in the Proposal SECTION 4.3.1(1).

The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications for the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request of inspection and examination by appropriate State officials and such relationships must meet with the approval of the State.

2.6 CONTRACT COMPONENTS

Any or all portions of this RFP and normally any or all portions of the Respondent's response will be incorporated by reference as part of the final contract. Proprietary or confidential material submitted properly (see SECTION 2.7) will not be disclosed.

2.7 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Indiana Public Records Act, IC 5-14-3 *et seq.*, and, after the contract award, may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a

statutory exception to the Indiana Public Records Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked “Confidential” and must indicate in the transmittal letter and on the outside of that envelope that confidential material are included. The Respondent must also specify which statutory exception provision applies. The State reserves the right to make determinations of confidentiality. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to the Indiana Public Records Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the Respondent. If an agreement can be reached, the proposal will be considered. If an agreement cannot be reached, the State will remove the proposal from consideration for award and return the proposal to the Respondent. The State will not determine prices to be confidential information.

2.8 PRICING

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

2.9 PROPOSAL LIFE

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

2.10 TAXES

The State of Indiana is exempt from federal, state, and local taxes. The State will not be responsible for any taxes levied on the Respondent for the contract resulting from this RFP.

2.11 AMERICANS WITH DISABILITIES ACT

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

2.12 MINORITY & WOMEN’S BUSINESS ENTERPRISE SUBCONTRACTOR COMMITMENT

To further the State of Indiana’s equal opportunity commitment and in accordance with IC 4-13-16.5 and 25 IAC 5-5-3, it has been determined that there is a reasonable expectation of Minority and Women’s Business Enterprise (MWBE) participation in the contract awarded with this RFP. Therefore, a contract goal of 8% for the MBE and 8% for the WBE has been established. In

accordance with 25 IAC 5, the Respondent must submit the MWBE Subcontractor Commitment Form and Letters of Commitment or the Waiver Application with Respondent's Proposal. The Subcontractor Commitment Form and Waiver Application can be found in ATTACHMENT B.

The MWBE Subcontractor Commitment Form must show that there are racial minority owned enterprises and women owned enterprises participating in the proposed contract. The participation can be, but is not limited to, a subcontractor or second tier participation with common suppliers such as office supplies, courier services and/or janitorial services. The Respondent submitting an offer must indicate the name of the minority and women owned firms that will participate in the award, a contact name, a phone number, the service to be supplied, and the specific dollar amount from this contract that will be directed towards each firm.

With the completed MWBE Subcontractor Commitment Form, the Respondents must also submit a signed Letter of Commitment from the MWBE Division on company letterhead. It is the responsibility of the Respondent to ensure the letter contains the subcontract amount as a percentage of the total pricing, a description of products and/or services to be provided on this project, and the approximate date the subcontractor will perform work on this contract. The State will deny evaluation points if the letter is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount and the anticipated period that the subcontractor will perform work for this solicitation.

If the MWBE participation goal cannot be achieved, the Respondent must submit an application for waiver. Respondents must show a good faith effort was made by submitting documentation of the efforts to achieve the MWBE participation goal. The same information supplied on the plan must be supplied on a waiver. Respondents are encouraged to contact and work with the MWBE Division of the Indiana Department of Administration to design a plan to meet established goals.

By submission of the proposal, the Respondent thereby acknowledges and agrees to be bound by the regulatory process involving the State of Indiana's MWBE Program. Questions involving the regulations governing the MWBE participation plan and the application for waiver from the contract goal should be directed to:

Minority Business and Women's Enterprise Division
Indiana Department of Administration
402 West Washington St., Room W469
Indianapolis, IN 46204
(317) 232-3061
<http://www.in.gov/idoa/mwbe/>

Failure to provide the MWBE Subcontractor Commitment Form and Letters of Commitment or a Waiver Application at the time of proposal submission may result in the disqualification and rejection of the proposal. Please note that the OAG and the Indiana Department of Administration reserve the right to verify all information included on the MWBE participation

plans and applications for waiver from the contract goal before making final determinations of the Respondent's responsiveness.

2.13 INDIANA VETERANS BUSINESS ENTERPRISE SUBCONTRACTOR COMMITMENT

To further the State of Indiana's goal of providing job opportunities to local veterans and in accordance with Executive Order 13-04 and IC 5-22-14-3.5, it has been determined that there is a reasonable expectation of Indiana Veterans Business Enterprises (IVBE) subcontracting opportunities in the contract awarded with this RFP. Therefore, a contract goal of 3% for the IVBE has been established. The Respondent must submit the IVBE Subcontractor Commitment Form and Letters of Commitment with Respondent's Proposal to receive IVBE evaluation points. The Subcontractor Commitment Form and can be found in ATTACHMENT C.

The IVBE Subcontractor Commitment Form must show firms that meet the IVBE requirements are participating in the proposed contract. If participation is met through use of vendors who supply products and/or services directly to 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 IVBE Subcontractor Commitment Form in its entirety.

With the completed IVBE Subcontractor Commitment Form, the Respondents must also submit a signed letter from the IVBE Program on company letterhead. It is the responsibility of the Respondent to ensure the letter contains the subcontract amount as a percentage of the total pricing, a description of products and/or services to be provided on this project, and the approximate date the subcontractor will perform work on this contract. The State will deny evaluation points if the letter is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount and the anticipated period that the subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's IVBE Program. Questions involving the regulations governing the IVBE Subcontractor Commitment Form should be directed to:
indianaveteranspreference@idoa.in.gov

Failure to address these goals will impact the evaluation of the Respondent's Proposal. The OAG and the Indiana Department of Administration reserve the right to verify all information included on the IVBE Subcontractor Commitment Form.

2.14 BUY INDIANA

The State of Indiana is committed to revitalizing Indiana's economy. A key component of this endeavor is for State government to invest in and support those firms that have made, and continue to make, significant economic investment in Indiana.

If the Respondent is an Indiana Business as defined below, the Respondent may confirm its Buy Indiana status in the Proposal (SECTION 4.3.3(3)).

Indiana business refers to any of the following:

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

Substantial Capital Investment definition:

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

- (5) A business that has a substantial positive economic impact on Indiana.

Substantial Positive Economic Impact definition:

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

NOTE: Respondents claiming Indiana Business status must provide appropriate supporting documentation in the Proposal SECTION 4.3.3(3)).

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

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

The Respondent's Buy Indiana status must be finalized when the RFP response is submitted to the State to be considered an Indiana Business in the evaluation process.

2.15 INDIANA ECONOMIC IMPACT REPORT

Respondents must complete an Indiana Economic Impact form (ATTACHMENT D). The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the state.

The total number of Respondent's Full Time Equivalent (FTE) Indiana resident employees, to execute the services requested in this RFP will be used in the evaluation process.

Full Time Equivalent definition:

The State defines FTE as a measurement of an employee's productivity when executing the services requested this RFP for a specific project or contract. An FTE of 1 would mean that there is one worker fully engaged on a project. If there are two employees each spending 1/2 of their working time on a project that would also equal 1 FTE.

Failure to provide the Indiana Economic Impact Report at the time of proposal submission may result in the disqualification and rejection of the proposal. Please note that the OAG and the Indiana Department of Administration reserve the right to verify all information included on the Indiana Economic Impact Report goal before making final determinations of the Respondent's responsiveness.

2.16 STATE OF INDIANA OBLIGATION

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

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

2.17 COMPLIANCE CERTIFICATION

By submitting a response to this RFP, Respondent represents that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State and will immediately notify the State of any such actions. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees, or other statutory, regulatory, or judicially required payments to the State. The Respondent agrees that the State may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that State may bar the Respondent

from contracting with the State, cancel existing contracts, withhold payments to set off such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

SECTION THREE

RFP PROCESS AND TIMELINE

3.1 PROPOSAL QUESTIONS

Inquiries are not to be directed to specific OAG staff members. All questions regarding this RFP must be submitted via e-mail to **respondent.questions@atg.in.gov**. All inquiries received by 12 P.M. Eastern Time on Mondays will be assembled by OAG personnel and answered the following Fridays up to the end of the inquiry period. All known Respondents will receive an e-mailed response to the compiled inquiries each Friday up to the end of the inquiry period. All questions must be received no later than 12 P.M. Eastern Time on May 30, 2017. Questions submitted after this time will not be considered. All inquiries and responses will be available to Respondents on www.in.gov/attorneygeneral on June 6, 2017. Only answers signed by the Director of Communications or designee will be considered official and valid by the State.

No negotiation, decisions, or actions shall be initiated by any Respondent as a result of any verbal discussion with any State employee. Such action may disqualify Respondent from further consideration for a contract as a result of this RFP.

3.2 DUE DATE FOR PROPOSALS

All Proposals must be received at the address below by the OAG no later than 12 P.M. Eastern Time on June 15, 2017. Each Respondent must submit one printed hard-copy and one electronic copy on CD-ROM (labeled "Original") of the proposal, including a Transmittal Letter and all other related documentation required by this RFP. The CD labeled "Original" will be considered the official response in evaluating responses for scoring and protest resolution. The Respondent's proposal response on this CD may be posted on the OAG website, www.in.gov/attorneygeneral if recommended for selection. No more than one proposal per Respondent should be submitted. Each copy of the proposal must follow the format indicated in SECTION FOUR of this document. Unnecessarily elaborate brochures or other presentations, beyond that sufficient to present a complete and effective proposal, are not desired. All Proposals must be addressed to:

Jeremy Brilliant
Director of Communications
Office of the Attorney General
200 West Washington Street, Room 219
Indianapolis, Indiana 46204

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

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

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

3.3 MODIFICATION OR WITHDRAWAL OF OFFERS

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

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

3.4 PRE-PROPOSAL CONFERENCE

It is the decision of the State that a pre-proposal conference will not be held.

3.5 REFERENCE SITE VISIT

The State may request a site visit to a Respondent's worksite to aid in the evaluation of the Respondent's proposal.

3.6 DISCUSSION FORMAT

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

Discussions may include, but are not limited to:

- notice that Respondent's Proposal contains minor errors or omissions and Respondent has ten business days to submit written corrections;

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

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

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

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

3.7 CONTRACT NEGOTIATIONS

After the OAG selects a Respondent for the award of a contract, contract negotiations will commence. The contract will be based primarily on the required clauses of the State as indicated in the State contract as appears in ATTACHMENT A of this document; secondly, on those required clauses by the Respondent that are acceptable to the State; and additionally, on any desirable clauses that either party would like to incorporate into the contract. If at any time contract negotiation activities are judged to be ineffective by the OAG or designee, the UPD will cease all activities with that Respondent. This process may continue until either both the Respondent and the State of Indiana execute a completed contract or the OAG determines that no acceptable alternative proposal exists.

3.8 SUMMARY OF MILESTONES

The following timeline is only an illustration of the RFP process. The dates associated with each step after the proposal submission date are not to be considered definitive. Due to the unpredictable nature of the evaluating period, these dates are commonly subject to change. At the conclusion of the evaluation process all Respondents will be informed of the evaluation team's findings, according to the choice of notification they selected in SECTION 4.2.2.

<u>ACTIVITY</u>	<u>DATE</u>
Respondent inquiry period ends	5/30/2017
State's final responses to inquiries	6/6/2017
Proposal submission date	6/15/2017
Proposal evaluation completed	6/29/2017
Notify selected Respondents	7/5/2017
Contract negotiations begin	7/5/2017
Contract negotiations end	7/12/2017
Negotiated contract readied	7/14/2017
Contract signed by Respondent	7/17/2017
State review begins	7/20/2017
Receipt of approval and contract start date	8/1/2017

SECTION FOUR

PROPOSAL PREPARATION INSTRUCTIONS

4.1 GENERAL

To facilitate the timely evaluation of Proposals, a standard format for Proposal submissions has been developed and is documented in this section. All Respondents are required to format their Proposals in a manner consistent with the guidelines described below. Each item must be addressed in the Respondent's Proposal or it may be rejected.

The State may, at its option, allow Respondents a ten-business-day period to correct errors or omissions to their Proposals. Should this necessity arise, the State will contact each Respondent affected. Each Respondent must submit written corrections to the Proposal within ten business day of notification. The intent of this option is to allow Proposals with only minor errors or omissions to be corrected. Major errors or omissions, such as the failure to include prices, will not be considered by the state as a minor error or omission and may result in disqualification of the Proposal from further evaluation.

4.2 TRANSMITTAL LETTER

All Proposals must be accompanied by a Transmittal Letter. The Transmittal Letter should be in the form of a letter. To be considered responsive, the Transmittal Letter must contain all of the following information in the following order:

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

The Transmittal Letter must briefly summarize the Respondent's ability to supply the requested products and services in SECTION 2.1 of this RFP. The letter must also contain a statement indicating the respondent's willingness to provide the requested products and services subject to the terms and conditions set forth in the RFP. Respondents should note that agreement to the State's mandatory contract clauses in SECTION 4.3.4 of this RFP is required in this section of the Transmittal Letter.

4.2.2 Respondent Notification Request

Respondents may indicate the preferred method of notification if selected for this solicitation. If there is no preference indicated, Respondent's will be notified by e-mail. Respondents must acknowledge their obligation to notify the OAG of any changes in contract information that may occur during solicitation process.

4.2.3 Signature of Authorized Representative

The Transmittal Letter must be signed by an individual authorized to commit the Respondent to its representations. The Individual's authority must be apparent by the information requested in SECTION 4.3.5 of this RFP. In the Transmittal Letter, please indicate the principal contact for the proposal along with an address and telephone number as well as an e-mail address.

4.3 PROPOSAL

The Proposal must be organized under the specific titles, subtitles, and subsections listed below. Every point made in each section must be addressed in the given order. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the Proposal must contain a meaningful summary of the referenced material. The referenced sections should be clearly marked. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the State. To be considered responsive, the Proposal must contain all of the following information in the following order:

4.3.1 Business and Management

(1) Company Structure, Resources, and Subcontractors

- (A) The Respondent must provide information on the company structure including:
 - 1 The company's legal name, all D.B.A., primary address, phone number, fax number, e-mail, the year the company was established and a brief history.
 - 2 The legal form of the Respondent's business organization, the state in which incorporated (if a corporation), the types of business ventures in which the organization is involved.
 - 3 The organizational chart of the business.
- (B) The Respondent must provide information with regard to the organization's resources including:
 - 1 The capabilities and experience of management, technical resources, and operational resources not directly assigned to this project, but available if needed. If the organization includes more than one product division, the division responsible for the requested products and services in the United States must be described in more detail than other components of the organization.
 - 2 The ability and capacity of the Respondent to provide the specific services requested in this RFP.
 - 3 The names and resumes of all individuals who directly manage projects and the work they currently perform.
 - 4 The number of staff members and range of services offered.

(C) The Respondent must provide information for any subcontractors employed including:

- 1 The subcontractors' name, address, and state of incorporation that are proposed to be used in providing the required products and services.
- 2 The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor.
- 3 The subcontractors experience and qualifications.
- 4 Respondents must include either a copy of the executed subcontract or a letter of agreement over the official signature of the subcontracting firms.
- 5 The Respondent must indicate which, if any, subcontractors qualify as a Minority or Women's Business Enterprise (SECTION 2.12) or Indiana Veteran's Business Enterprise (SECTION 2.13).

(2) Financial Information

Respondent must provide financial statements, such as an income statements and balance sheets, for each of the three most recently completed fiscal years. The financial statements must demonstrate the Respondent's financial stability.

(3) Experience, and References

(A) The Respondent must provide information with regard to its experience including:

- 1 A demonstrated ability to provide the services requested in this RFP.
- 2 Demonstrate extensive experience in similar or relevant services.
- 3 Describe in detail at least two (2) examples of similar projects undertaken. These must be examples of previously completed work.
- 4 A detailed description of Respondent's experience in serving clients of similar size to the State in the same or similar capacity as requested in this RFP.
- 5 A detailed description of Respondent's experience serving state governments and/or quasi-governmental accounts.

(B) The Respondent must provide references including:

- 1 A letter of reference from at least five (5) clients for whom the Respondent has provided products and services that are the same or similar to those products and services requested in this RFP. Respondent must provide the client name, address, and telephone number, and phone/fax numbers of a person whom may be contacted for further information.
- 2 A list of any state governments for whom the Respondent has provided products and services similar to those in this RFP. Information provided should include the state

name, contact name, contact title, division, address, and telephone number. Respondent should identify its current state contracts and duration.

(4) Registration to do Business

All Respondents must be registered with the Indiana Department of Administration (IDOA) to place bids on State contracts. The contact information for this office may be found in SECTION 2.3 of this RFP. This process must be completed prior to submitting a response to this RFP. Respondents must provide confirmation of registration with IDOA in this section.

Out-of-state Respondents providing the products and/or services required by this RFP must be registered to do business within the state by the Indiana Secretary of State. The contact information for this office may be found in SECTION 2.4 of this RFP. This process must be concluded prior to contract negotiations with the State. It is the successful Respondent's responsibility to complete the required registration with the Secretary of State. The Respondent must indicate the status of registration, if applicable, in this section of the proposal.

4.3.2 Pricing

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

4.3.3 Contracting and Subcontracting Preferences

(1) Minority & Women's Business Enterprise

Respondent must submit a properly completed and signed Minority and Women's Business Enterprise (MWBE) Subcontractor Commitment Form and Letters of Commitment or Waiver Application in this section of the Proposal.

Failure to provide the MWBE Subcontractor Commitment Form and Letters of Commitment or a Waiver Application at the time of proposal submission may result in the disqualification and rejection of the Respondent's Proposal.

(2) Indiana Veterans Business Enterprise

Respondent participating in the Indiana Veteran's Business Enterprise (IVBE) Program must submit a completed IVBE Subcontractor Commitment Form and Letters of Commitment in this section of the Proposal.

Participation in the IVBE Program is not mandatory, but nonparticipation will result in lower evaluation points. Respondents not participating in the IVBE Program should indicate their intent to not participate in this section.

(3) Buy Indiana

Respondents qualifying for the Buy Indiana Program must indicate their selection in this section. The Respondent's Buy Indiana status must be finalized when the RFP response is submitted to the State.

Participation in the Buy Indiana Program is not mandatory, but nonparticipation will result in lower evaluation points. Respondents not participating in the Buy Indiana Program should indicate their intent to not participate in this section

(4) Indiana Economic Impact Report

Respondent must submit a properly completed and signed Indiana Economic Impact form in this section of the Proposal.

Failure to provide the Indiana Economic Impact Report at the time of proposal submission may result in the disqualification and rejection of the Respondent's Proposal.

4.3.4 Contract Terms and Clauses

A sample contract that the OAG expects to execute with the successful Respondent(s) is provided in ATTACHMENT A. This contract contains both mandatory and non-mandatory clauses. Mandatory clauses are listed below and are non-negotiable. Other clauses are highly desirable. It is the State's expectation that the final contract will be substantially similar to the sample contract.

In the submitted Transmittal Letter, Respondents should indicate acceptance of the mandatory contract terms (see SECTION 4.2.1). In this section 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 clause. Respondent's requiring additional contract terms should include them in this section. To reiterate, it's the OAG's strong desire to not deviate from the contract provided in the attachment and as such the OAG reserves the right to reject any and all of these requested changes.

The mandatory contract terms are as follows:

- Term of Contract
- Compliance with Laws
- Drug-Free Workplace Provision and Certification

- Employment Eligibility Verification
- Funding Cancellation
- Governing Laws
- Indemnification
- Information Technology
- Non-Discrimination Clause
- Ownership of Documents and Materials
- Payments
- Penalties/Interest/Attorney's Fees
- Termination for Convenience
- Non-Collusion and Acceptance

Any or all portions of this RFP and any or all portions of the Respondent's response may be incorporated as part of the final contract.

If the Respondent wishes to include any language other than that discussed in the sample contract, this language should be included in this section. For each clause included in this section, the Respondent should indicate that the clause is required by the Respondent in any contract resulting from this RFP and why it is required or indicate that the clause is desired (but not required) by the Respondent in any contract resulting from this RFP.

4.3.5 Signature of Authorized Representative

This section must include a statement indicating that the CEO and/or CFO has taken personal responsibility for the thoroughness and correctness of any/all information supplied with the Proposal. Proposal must be signed by an individual legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

SECTION FIVE

EVALUATION PROCEDURE AND SELECTION CRITERIA

5.1 EVALUATION PROCEDURE

The State of Indiana has selected a group of OAG staff members to act as the proposal evaluation team. This team will be responsible for evaluating Proposal's compliance with this RFP's requirements and making a final recommendation. All evaluation personnel will use the evaluation criteria in SECTION 5.2. The procedure for evaluating the proposals against the evaluation criteria will be as follows:

5.1.1 Responsiveness Evaluation

Each Transmittal Letter and Proposal will be evaluated for adherence to requirements of this RFP on a pass/fail basis. Transmittal Letters and Proposals that are incomplete or otherwise do not conform to proposal submission requirements will normally be eliminated from consideration. The Transmittal Letter and Proposal must contain all Responsiveness Evaluation factors listed below to be considered responsive.

	Mandatory Factors in the Transmittal Letter to be Considered Responsive	Pass/Fail
1	The Respondent has expressed a willingness to provide the requested products and services.	Pass / Fail
2	The Respondent has accepted the State's mandatory contract clauses.	Pass / Fail
3	The Transmittal Letter has been signed by an individual authorized to sign on behalf of the Respondent.	Pass / Fail

	Mandatory Factors in the Proposal to be Considered Responsive	Pass/Fail
1	The Proposal includes the requested information from the Business and Management Section.	Pass / Fail
2	The Proposal includes the requested information from the Financial Information Section.	Pass / Fail
3	The Proposal includes the requested information from the Methodology, Experience, and Reference Section.	Pass / Fail
4	The Proposal has provided a price for services.	Pass / Fail
5	The Proposal has either a completed MWBE Commitment Form or completed MWBE Waiver included in the Proposal.	Pass / Fail
6	The Proposal has a completed Indiana Economic Impact Form.	Pass / Fail
7	The Proposal is signed by an authorized individual and contains supporting documentation of individual's authority to sign.	Pass / Fail

5.1.2 Evaluation

Proposals passing the Responsiveness Evaluation will be evaluated on the basis of the categories included in SECTION 5.2 by each member of the evaluation team. Scoring will be based on the information contained under the proper title, subtitle, or subsection. Information not included or not referenced under the proper title, subtitle, or subsection may not be scored. If the Proposals are close or equal, greater weight could be given to price.

5.1.3 Selection Process

The OAG will take further action, such as contract negotiation, with all Respondents submitting Proposals scoring 80 points or more. If the OAG determines it would be advantageous to the State to enter into additional agreements, the OAG may take further action, such as contract negotiations, with Respondents submitting Proposals scoring between 65 to 79 points. If, for any reason, a Proposal is selected and it is not possible to consummate a contract with the Respondent, the OAG may begin contract preparation with the next qualified Respondent or determine that no such alternate Proposal exists. If, however, the OAG decides that no Proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs.

5.2 SELECTION CRITERIA

Proposals will be evaluated based upon the ability of the Respondent to satisfy the requirements of this RFP in a cost-effective manner. The points associated with each category are indicated in this section. Each of the selection criteria categories are described below with an explanation of the basis for evaluation in that category. If any of the listed criteria by which the Proposals will be evaluated are found to be inconsistent or incompatible with applicable federal laws, regulations or policies, the specific criterion or criteria will be disregarded and the responses will be evaluated and scored without taking into account such criterion or criteria.

Summary of Evaluation Criteria:

Criteria	Points
1. Adherence to Mandatory Requirements	Pass/Fail
2. Management Assessment/Quality (Business and Technical Proposal)	40 available points
3. Cost (Cost Proposal)	35 available points
4. Indiana Economic Impact	5
5. Buy Indiana	5
6. Minority Business Enterprise Subcontractor	5 (1 bonus point is available, see Section

Commitment	5.2.6)
7. Women Business Enterprise Subcontractor Commitment	5 (1 bonus point is available, see Section 5.2.6)
8. Indiana Veteran Business Enterprise (IVBE) Subcontractor Commitment	5 (1 bonus point is available, see Section 5.2.7)
Total	100 (103 if bonus awarded)

All proposals will be evaluated using the following approach.

Step 1

In this step proposals will be evaluated only against Criteria 1 to ensure that they adhere to Mandatory Requirements. Any proposals not meeting the Mandatory Requirements will be disqualified.

Step 2

The proposals that meet the Mandatory Requirements will then be scored based on Criteria 2 and 3 ONLY. This scoring will have a maximum possible score of 75 points. All proposals will be ranked on the basis of their combined scores for Criteria 2 and 3 ONLY. This ranking will be used to create a “short list”. Any proposal not making the “short list” will not be considered for any further evaluation.

Step 2 may include one or more rounds of proposal discussions, oral presentations, clarifications, demonstrations, etc. focused on cost and other proposal elements. Step 2 may include a second “short list”.

Step 3

The short-listed proposals will then be evaluated based on all the entire evaluation criteria outlined in the table above.

If the State conducts additional rounds of discussions and a BAFO round which lead to changes in either the technical or cost proposal for the short listed Respondents, their scores will be recomputed.

The section below describes the different evaluation criteria.

5.2.1 Adherence to Requirements – Pass/Fail

Respondents passing this category move to Phase 2 and proposal is evaluated for Management Assessment/Quality and Price.

The following 2 categories cannot exceed 75 points.

5.2.2 Management Assessment/Quality – 40 available points

5.2.3 Price – 35 available points

Cost scores will then be normalized to one another, based on the lowest cost proposal evaluated. The lowest cost proposal receives a total of 35 points. The normalization formula is as follows:

- *Respondent's Cost Score = (Lowest Cost Proposal / Total Cost of Proposal) X 35*

5.2.4 Indiana Economic Impact (5 points)

See Section 2.15 for additional information.

The total number of full time equivalent (FTE) Indiana resident employees for the Respondent's proposal, to execute the scope of work proposed in this RFP, (prime contractor and subcontractors) will be used to evaluate the Respondent's Indiana Economic Impact. Points will be awarded based on a graduated scale. The Respondent with the most Indiana FTEs will be awarded 5 points. Points will then be awarded to the remaining Respondents proportionately. Please see Attachment C, Indiana Economic Impact Form, for more detailed instructions.

5.2.5 Buy Indiana Initiative – 5 points

Respondents qualifying as an Indiana Company as defined in Section 2.7 will receive 5 points in this category.

5.2.6 Minority (5 points) & Women's Business (5 points) Subcontractor Commitment - (10 points).

The following formula will be used to determine points to be awarded based on the MBE and WBE goals listed in Section 2.12 of this RFP. Scoring is conducted based on an assigned 10-point, plus possible 2 bonus-points, scale (MBE: Possible 5 points + 1 bonus point, WBE: Possible 5 points + 1 bonus Point). Points are assigned for respective MBE participation and WBE participation based upon the BAFO meeting or exceeding the established goals.

If the respondent's commitment percentage is less than the established MBE or WBE goal, the maximum points achieved will be awarded according to the following schedule:

%	1%	2%	3%	4%	5%	6%	7%	8%
Pts.	.625	1.25	1.875	2.5	3.125	3.75	4.375	5.0

NOTE: Fractional percentages will be rounded up or down to the nearest whole percentage. (e.g. 7.49% will be rounded down to 7% = 4.375 pts., 7.50% will be rounded up to 8% = 5.00 pts.)

If the respondent's commitment percentage is rounded down to 0% for MBE or WBE participation the respondent will receive 0 points.

If the respondent's commitment percentage is 0% for MBE or WBE participation, a deduction of 1 point will be discounted on the respective MBE or WBE score.

The respondent with the greatest applicable CUF participation which exceeds the stated goal for the respective MBE or WBE category will be awarded 6 points (5 points plus 1 bonus point). In cases where there is a tie for the greatest applicable CUF participation and both firms exceed the goal for the respective MBE/WBE category both firms will receive 6 points.

5.2.7 Indiana Veteran Business Enterprise Subcontractor Commitment - (5 points).

The following formula will be used to determine points to be awarded based on the IVBE goal listed in Section 2.13 of this RFP. Scoring is conducted based on an assigned 5-point, plus possible 1 bonus-point, scale. Points are assigned for IVBE participation based upon the BAFO meeting or exceeding the established goals.

If the respondent's commitment percentage is less than the established IVBE goal, the maximum points achieved will be awarded according to the following schedule:

%	0%	0.6%	1.2%	1.8%	2.4%	3%
Pts.	-1	1	2	3	4	5

NOTE: Fractional points will be awarded based upon a graduated scale between whole points. (e.g. a 0.3% commitment will receive .5 points and a 1.5% commitment will receive 2.5 points)

If the respondent's commitment percentage is 0% for IVBE participation, a deduction of 1 point will be assessed.

The respondent with the greatest applicable CUF participation which exceeds the stated goal for the IVBE category will be awarded 6 points (5 points plus 1 bonus point). In cases where there is a tie for the greatest applicable CUF participation and both firms exceed the goal for the IVBE category both firms will receive 6 points.

ATTACHMENT A
PROFESSIONAL SERVICES CONTRACT
EDS # _____

This Contract ("Contract"), entered into by and between The Office of the Indiana Attorney General ("State") and _____ ("Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

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

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

3. Term.

This Contract shall be effective for a period of two (2) years. It shall commence on August 1, 2017, and end on July 31, 2019.

THE FOLLOWING PARAGRAPHS 4 THROUGH 49 ARE DEFINED BY IDOA AS STATE BOILERPLATE CLAUSES. STATE BOILERPLATE CLAUSES SHALL REMAIN UNALTERED AND IN THEIR STANDARD FORM, UNLESS ANY CHANGES OR ALTERATIONS ARE DOCUMENTED AS REQUIRED UNDER PARAGRAPH 50, "BOILERPLATE AFFIRMATION CLAUSE".

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

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

6. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or

may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a “Contractor” under 2 C.F.R. 200.330 for purposes of this Contract. However, if it is determined that the Contractor is a “subrecipient” and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

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

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

10. Compliance with Laws.

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

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

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

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

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

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

H. As required by IC §5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) the Contractor will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

11. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and

regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

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

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

13. Continuity of Services.

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

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

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

14. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means

an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

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

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

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 Ind. Code 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with Ind. Code 4-6-2-11, which requires approval of the Governor and Attorney General.

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

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:

- A. 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;
- B. 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;
- 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 Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. 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;
- E. 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
- F. 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. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

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

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

24. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

25. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

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

27. Insurance.

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

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
2. Automobile liability for owned, non-owned and hired autos with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.
4. Fiduciary Liability is required if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others. These contractors face potential claims for mismanagement brought by plan

members. Limits should be no less than \$700,000 per cause of action and \$5,000,000 per occurrence.

5. Valuable Papers coverage, available under an Inland Marine policy, is required when any plans, drawings, media, data, records, reports, billings and other documents are produced or used under this agreement. Insurance must have limits sufficient to pay for the re-creation and reconstruction of such records.
6. The Contractor shall secure the appropriate Surety or Fidelity Bond(s) as required by the state department served or by applicable statute.
7. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

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

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

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

28. Key Person(s).

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

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

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

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

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

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

MBE/WBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION	DATE	PERCENT

A copy of each subcontractor agreement must be submitted to IDOA's MBE/WBE Division within thirty (30) days of the effective date of this Contract. Failure to provide a copy of any subcontractor agreement will be deemed a violation of the rules governing MBE/WBE procurement, and may result in sanctions allowable under 25 IAC 5-7-8. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA's MBE/WBE Division before changing the participation plan submitted in connection with this Contract.

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

32. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law

("Protected Characteristics"). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

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

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

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

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

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

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

35. 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.

36. Payments.

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

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

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

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

38. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

39. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

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

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

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

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

44. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason,

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

45. Termination for Default.

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

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

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

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

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

VBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION	DATE	PERCENT
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A copy of each subcontractor agreement shall be submitted to IDOA within thirty (30) days of the request. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA before changing the IVBE participation plan submitted in connection with this Contract.

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

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

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

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

Non-Collusion and Acceptance

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

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

[Contractor]
By: _____

[Indiana Agency]
By: _____

Name and Title, Printed

Name and Title, Printed

Date: _____

Date: _____

Approved by:
Indiana Department of Administration

Approved by:
State Budget Agency

By: _____ (for)
Jessica Robertson, Commissioner

By: _____ (for)
Jason D. Dudich, Director

Date: _____

Date: _____

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

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

Date: _____

Approved by:
Indiana Office of Technology

By: ____(not applicable)_____ (for)
Dewand Neely, Chief Information Officer

Date: _____

ATTACHMENT B
STATE OF INDIANA MWBE SUBCONTRACTOR COMMITMENT FORM
RFP#

DUE DATE:

TOTAL BID PERCENTAGE:

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm				
Company Name:		Contact Person:		
Address:		E-mail:		
Sub-Contract Amount:		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Telephone Number: ()</td> <td style="width: 50%;">Fax Number: ()</td> </tr> </table>	Telephone Number: ()	Fax Number: ()
Telephone Number: ()		Fax Number: ()		
Sub-Contract Percentage of Total Bid:		Describe service/product to be provided:		
Provide approximate dates when Sub-Contractor will perform on this project:				

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm				
Company Name:		Contact Person:		
Address:		E-mail:		
Sub-Contract Amount:		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Telephone Number: ()</td> <td style="width: 50%;">Fax Number: ()</td> </tr> </table>	Telephone Number: ()	Fax Number: ()
Telephone Number: ()		Fax Number: ()		
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: _____

Address: _____

City/State/Zip Code: _____

Representative: _____

Name and Title: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Date: _____

Authorizing Signature: _____

**STATE OF INDIANA MWBE SUBCONTRACTOR COMMITMENT WAIVER
APPLICATION**

Application for MWBE Program Waiver is hereby submitted for the RFP listed below.

APPLICATION DATE _____
RFP # _____
RFP NAME _____
OFFEROR _____
ADDRESS _____
CITY/STATE/ZIP _____
TELEPHONE _____

Please indicate the reason(s) for the application below.

___ Unable to locate MWBE engaged in _____
___ Unable to secure competitive price in _____
___ Other _____

Please indicate the MBE and WBE firms contacted below.

MBE or WBE NAME _____
TYPE OF ATTEMPT _____
DATE(S) ATTEMPTED _____
RESULTS: _____

MBE or WBE NAME _____
TYPE OF ATTEMPT _____
DATE(S) ATTEMPTED _____
RESULTS: _____

MBE or WBE NAME _____
TYPE OF ATTEMPT _____
DATE(S) ATTEMPTED _____
RESULTS: _____

MBE or WBE NAME _____
TYPE OF ATTEMPT _____
DATE(S) ATTEMPTED _____
RESULTS: _____

If additional room is necessary, please attach a separate page.

APPLICANT SIGNATURE

DATE

ATTACHMENT C

STATE OF INDIANA IVBE SUBCONTRACTOR COMMITMENT FORM

RFP#: _____

DUE DATE: _____

TOTAL BID AMOUNT: _____

Company Name: Address: Sub-Contract Amount: Sub-Contract Percentage of Total Bid: 		Contact Person: E-mail: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Telephone Number: ()</td> <td style="width: 50%;">Fax Number: ()</td> </tr> </table> Describe service/product to be provided: 	Telephone Number: ()	Fax Number: ()
Telephone Number: ()	Fax Number: ()			
Provide approximate dates when Sub-Contractor will perform on this project: 				

Company Name: Address: Sub-Contract Amount: Sub-Contract Percentage of Total Bid: 		Contact Person: E-mail: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Telephone Number: ()</td> <td style="width: 50%;">Fax Number: ()</td> </tr> </table> Describe service/product to be provided: 	Telephone Number: ()	Fax Number: ()
Telephone Number: ()	Fax Number: ()			
Provide approximate dates when Sub-Contractor will perform on this project: 				

Respondent Firm: _____

Address: _____

City/State/Zip Code: _____

Representative: _____

Name and Title: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Date: _____

Authorizing Signature: _____

☐ Please check if additional forms are attached.

**ATTACHMENT D****INDIANA ECONOMIC IMPACT FORM - PROPOSALS AND CONTRACTS**

State Form 51778 (R5 / 3-06)

DEPARTMENT OF ADMINISTRATION Approved by State Board of Accounts, 2006

This information is required by the Indiana Department of Administration for all contractors, vendors, and suppliers to the State of Indiana (complete all 22 items).

1	Legal Name of firm:	
2	Address of firm	
3	Telephone Number, Fax Number, and Website:	
4	Federal Tax Identification Number:	
5	State/Country of domicile/incorporation:	
6	Location of firm's headquarters or principal place of business:	
7	Name of parent company or holding company (if applicable):	
8	State/Country of company listed in #7:	
9	Address of company listed in #7:	
10	IN Department of Workforce Development (DWD) account number:	
11	IN department of Revenue (DOR) account number:	
12	Number of Indiana resident employees per most recently completed IRS Form W-2 distribution:	
13	Total number of employees per most recently completed IRS Form W-2 distribution:	
14	Total amount of payroll paid to Indiana resident employees per most recently completed IRS Form W-2 distribution:	
15	Total amount of payroll paid to all employees per the most recently completed IRS Form W-2 distribution:	

16	Total amount of this proposal bid, or current contract:	
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Accounting of Indiana Resident Employees

17	Prime Contractor Company Name:	
18	Number of Full Time Equivalent (FTE) employees that are Indiana residents specifically for this proposal or contract:	

19	Subcontractor Company Name:				
20	Address, Contact Person, Telephone Number, and Tax ID Number:				
21	Number of Full Time Equivalent (FTE) employees that are specifically for this proposal or contract:				

22	Affirmation by authorized official: I affirm under penalties of perjury that the foregoing representations are true to the best of my knowledge and belief:	
	Signature:	
	Official's Name:	
	Official's Title:	
	Date:	