



# **STATE OF INDIANA**

## **Request for Proposal 18-043**

### **INDIANA DEPARTMENT OF ADMINISTRATION**

**On Behalf Of  
All State Agencies**

**Solicitation For:  
Mailing Equipment & Software Services**

**Response Due Date: July 03, 2018 by 3:00 PM EST**

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Procurement Division  
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## SECTION ONE

### GENERAL INFORMATION AND REQUESTED PRODUCTS/SERVICES

#### 1.1 INTRODUCTION

In accordance with Indiana statute, including IC 5-22-9, the Indiana Department of Administration (IDOA), acting on behalf of All State Agencies, requires Mailing Equipment & Software Services. It is the intent of IDOA to solicit responses to this Request for Proposals (RFP) in accordance with the statement of work, proposal preparation section, and specifications contained in this document. This RFP is being posted to the IDOA website (<http://www.IN.gov/idoa/2354.htm>) for downloading. A nominal fee will be charged for providing hard copies. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

#### 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.

Award Recommendation	IDOA's summary to the agency being supported, typically in letter format, of the solicitation and suggestion on vendor selection for the purposes of beginning contract negotiations.
IAC	Indiana Administrative Code
IC	Indiana Code
Contract Award	The acceptance of IDOA's Award Recommendation by the agency being supported in conjunction with the public posting of the Award Recommendation.
CUF	Commercially Useful Function – A business function that supports the scope of this solicitation
Full Time Equivalent (FTE)	The State defines FTE as a measurement of an employee's productivity when executing the scope of work in 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
Implementation	The successful implementation of Mailing Equipment & Software Services as specified in the contract resulting from this RFP
Installation	The delivery and physical setup of products or services requested in this RFP

List Price	The lowest available price at which the Respondent sells the product within Respondent's Standard Offerings without a discount.
Other Governmental Body	An agency, a board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: 1) The judicial branch 2) The legislative branch 3) A political subdivision (includes towns, cities, local governments, etc.) 4) A state educational institution
Products	Tangible goods or manufactured items as specified in this RFP
Proposal	An offer as defined in IC 5-22-2-17
Respondent	An offeror as defined in IC 5-22-2-18. The State will not consider a proposal responsive if two or more offerors submit a joint or combined proposal. One entity or individual must be clearly identified as the respondent who will be ultimately responsible for performance of the contract
Services	Work to be performed as specified in this RFP
Standard Offerings	Respondent's full line catalog which includes all products available for purchase or lease via web, retail stores, and through existing manufacturer relationships.
State	The State of Indiana
State Agency	As defined in IC 4-13-1, "state agency" means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of state government
Total Bid Amount	The amount that the respondent proposes on Attachment D that represents their total, all-inclusive price.
Vendor	Any successful respondent selected as a result of the procurement process to deliver the products or services requested by this RFP

### 1.3 PURPOSE OF THE RFP

The purpose of this RFP is to select a vendor that can satisfy the State's need for Mailing Equipment & Software Services. It is the intent of the State to contract with a vendor that provides quality Mailing Equipment & Software Services for All State Agencies and Governmental Entities that are not located at the Indiana Government Center.

## 1.4 SUMMARY SCOPE OF WORK

### 1.4.1 Introduction

The State of Indiana intends to use this contract to provide All State Agencies and Governmental Entities that have operating facilities outside the Indiana Government Center with effective and efficient solutions for their mailing needs. This RFP is expected to result in a statewide contract (QPA) that will enable all State agencies to lease or purchase Mailing Equipment & Services through the awarded Respondent. Currently, the State has one QPA in place for Mailing Equipment. The State's goal is to maintain standardization of the leased or purchased devices driving most to the device configurations that are capable of being highly functional at the lowest price possible, without sacrificing quality.

Furthermore, Other Governmental Bodies are encouraged to utilize the contract negotiated by the State. While Other Governmental Bodies' participation in State contracts and QPAs is not mandatory, it is the State's goal to continue to encourage Other Governmental Bodies to use the price agreement(s) resulting from this RFP. The State however, is not responsible for the transactions between the awarded Respondent and these entities. All Other Governmental Bodies using State contracts and QPAs are expected to follow the contractual terms and conditions specified in those agreements. The awarded Respondent is required to provide and extend pricing for Mailing Equipment and Supplies to Other Governmental Bodies.

The State may award all or part of this RFP based on the best interests of the State. To maximize your chances of success in this process and to have the opportunity to acquire a substantial portion of the State's business, we strongly encourage you to provide an aggressive response to this RFP. The pricing, quality, and service levels obtained through this process are expected to be significantly more aggressive than those that the State or any comparable State entity may currently have with your company.

This RFP requires the following type of mailing equipment, software, and services:

- Postage meters
- Low volume mailing systems
- Medium volume mailing systems
- High volume mailing systems
- Software and printing solution for creating shipping labels from the office
- Mailing system accessories (e.g. inserters, folders/insetters)
- Mailing system supplies (e.g. ink, tape)
- Mailing system software license and subscriptions
- Mailing system and software maintenance

#### 1.4.2 Current Purchasing Profile

The table, below, represents the lease and purchase payments through the current QPA in CY 2016 for State and Other Governmental Bodies (Locals).

State Spend	\$335,180.14
Other Governmental Body (Local) Spend	\$237,801.43
<b>Total Spend</b>	<b>\$572,981.57</b>

These figures are a historical reflection and an estimate of future spend. They are not to be construed as an amount to be offered under this RFP. **However, when completing Minority and Women's Business Enterprises Participation Plan Form (Attachment A), the Indiana Economic Impact Form (Attachment C) and Indiana Veterans' Participation Plan Form (Attachment A1) please use the one-year total amount as stated in the above table. Minority and Women's Business Enterprises Participation Plan Form (Attachment A) and Indiana Veterans' Participation Plan form (Attachment A1) must reflect a one-year subcontractor commitment.**

#### 1.4.3 Minimum Requirements

All Respondents must adhere to the Minimum Requirements in order to be considered as a responsive Respondent. All Respondents must state their ability and willingness to meet these Minimum Requirements in their Transmittal Letter and in their proposal. Failure to do so will be considered grounds for disqualification from further consideration. The Minimum Requirements for this RFP are as follows:

##### 1.4.3.1 USPS Requirements

- a. The Respondent must be an authorized provider by the USPS in accordance with Domestic Mail Manual (DMM) 604.4.
- b. All equipment offered must meet the current or posted approval of the United States Postal Service (USPS), as applicable.

##### 1.4.3.2 Product/Machine Requirements

- a. All products, materials, supplies and equipment offered and furnished must be new (not used, remanufactured, or refurbished), of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available as of the offer date. All new products shall be Energy Star certified, where an Energy Star option is available. Postage meters are exempt from this requirement.
- b. Purchased equipment must include a full parts and labor warranty for a minimum period of ninety (90) days, commencing upon completion of installation.
- c. The Respondent must agree that all purchased equipment shall be in good operating condition and shall conform to the specifications for the entire period of the warranty, commencing upon the first day after completion of installation.
- d. All network-connected machines are required to come fully equipped with all software necessary to successfully perform all functions the machine was acquired to



perform. All future software upgrades/updates for fixes and enhancements must be furnished to the State and installed by the Respondent's qualified technicians free of charge.

#### 1.4.3.3 Services Requirements

- a. The Respondent must agree that all service provided shall be performed by manufacturer-trained, certified, and authorized technicians. Respondent further agrees to act as the sole point of contact for service. Respondent shall provide help desk services for reporting equipment issues and for troubleshooting problems. Respondent's help desk services shall be accessible via e-mail or via one or more toll-free telephone lines.
- b. The Respondent is responsible for adhering to the following requirements regarding installation, as necessary:
  - i. All equipment, accessories, and supplies prices shall include freight, delivery, and installation. Installation is not necessary for all items, but for any equipment requiring installation it shall be included.
  - ii. The Respondent shall provide documentation at the time of installation showing warranty period by dates, and the name, email, and telephone number of the contact responsible for warranty service of the equipment.
  - iii. The Respondent shall, prior to delivery, survey and review the particular installation location to ensure the existing proposed location meets the manufacturer's established installation criteria.
  - iv. All equipment identified as Energy Star certified shall be delivered and installed with the Energy Star or similar power management features enabled.
- c. The Respondent is responsible for adhering to the following requirements regarding machine maintenance:
  - i. The Respondent must have the resources, distribution capabilities, inventory of parts, consumable supplies, and staff to meet the requirements of this Contract. If Respondent is involving Authorized Dealers/Partners as subcontractors, said subcontractors shall maintain at a minimum enough spare parts and basic components to ensure downtime, for the purpose of ordering basic components, is kept extremely minimal.
  - ii. Maintenance costs shall be inclusive of all costs for full preventative maintenance, emergency calls, parts, labor and time, and all other charges required to keep the equipment fully operational and maintained in good working condition.
  - iii. Maintenance shall include both preventative maintenance and remedial maintenance (unscheduled repair service). Maintenance shall be performed during normal state operating hours.
  - iv. The Respondent shall schedule maintenance based on the specific needs of the individual machine as determined by the manufacturer. The Respondent shall schedule any preventative maintenance in advance with the office where the machine is located. The preventative maintenance calls shall include, but not be limited to, routine cleaning, lubrication, necessary adjustments, and replacement of unserviceable parts.

- v. The Respondent must provide certified manufactured parts, supplies, service and support as allowed by the original manufacturer.
- vi. Maintenance shall be included on leased equipment for the duration of the lease term. Maintenance shall be available on purchased equipment for five years beyond the initial purchase date.
- vii. All annual maintenance plans shall meet the following requirements:
  - 1. Include any and all technical support.
  - 2. Two (2) hour response time to all written or oral notices of a service requirement due to an equipment breakdown.
  - 3. A service technician, if required, shall be onsite in an urban/rural location in eight (8) hours.
  - 4. All return service calls and onsite responses shall be made during normal state operating hours unless otherwise mutually agreed to in writing by the Respondent and the End User.
  - 5. Replacement parts shall be received within two (2) business days.
  - 6. All parts that require maintenance by a service technician are to be included and considered part of the service maintenance plan. Defective parts shall be replaced at no additional charge. Routine consumable supplies shall be billed separately from service maintenance payments.
- viii. If the equipment includes licensed software, Respondent shall provide software support.
- ix. All payments for maintenance service shall be invoiced by and made to the Respondent.
- x. The Respondent shall provide maintenance on legacy devices already sold to an End User. Pricing will be provided through a quote process. Maintenance shall be available for equipment that is up to five (5) years old from date of purchase.
- d. The Respondent is responsible for adhering to the following requirements regarding software and software upgrades/updates.
  - i. All connected machines must come fully equipped with all necessary software.
  - ii. Software leases and purchases shall be for the manufacturer's most recent release model or version of the product at the time of the order, unless the End User specifically requests in writing a different model or version and the Respondent is willing to provide such model or version.
  - iii. Maintenance shall be available for all software license leased or purchased. Software maintenance shall include all future software updates, minor enhancements, patches, and new releases/versions and shall be available to all End Users. Machines with maintenance agreements that utilize licensed software shall receive software maintenance at no additional cost. It is the Respondent's responsibility to communicate all updates, patches, and new releases/versions to all End Users. No additional fee shall be charged for installation of the same. The Respondent shall be responsible for Postage Scale licensing.

#### 1.4.3.4 Lease and Purchase Terms

- a. End Users may enter into lease agreements for terms of 12-months, 24-months, 36-months, 48-months, or 60-months or purchase the equipment.
- b. At the end of a lease or term, the End User shall have the following options:
  - i. Return the equipment at the Respondent's expense.
  - ii. The End User may purchase leased equipment at the end of the lease term for a nominal fee in accordance with the lease term length and as set in the contract pricing. Postage meters may not be purchased. After purchase, End User will be responsible for maintenance, rate change, and software subscription costs.
- c. The End User and Respondent shall maintain the following obligations related to lease transfers due to office closure, office restructuring, or lack of funding.
  - i. The End User shall first determine if another section of its own agency has a need for the machine. If a new location is determined, the Respondent shall move the machine to the new location and set it up at no cost.
  - ii. If the End User is unable to determine another location for the machine, Respondent shall work with the End User in good faith to locate another End User willing to take over the remainder of the lease and coordinate the transfer of the lease.
  - iii. Equipment shall be transferred, at no cost, to the new location and lease transferred to the new End User within ten (10) business days from the End User's (taking over lease and machine) written confirmation of said transfer and on a moving date mutually agreed upon by the End User (taking over the lease and machine) and the Respondent.
- d. It is the Respondent's responsibility to identify if a product or piece of equipment can be purchased/leased for a price lower than the contracted price, due to a promotional event by the Respondent. If so, the Respondent shall agree to match the lower price for the length of that promotional event.

#### 1.4.3.5 Service Levels

- a. The Respondent is required to respond to service calls within a guaranteed time set forth in the contract. Availability of representatives to service all equipment is a requirement of this RFP. Operational business hours are defined as 7:00 a.m.-5:00 p.m. Eastern Time, Monday through Friday, except for State holidays.
- b. The Respondent shall be expected to deliver, set up, and install machines within three (3) calendar weeks after receipt of a Purchase Order, unless the Respondent and End User agree to a different schedule specified by End User. Failure to provide deliveries in a timely manner may result in cancellation of the order, at the End User's sole discretion. The Respondent is required to fully install all hardware and software for all networked digital machines at no additional cost. Machines must be installed within twenty-four (24) hours of delivery, unless otherwise agreed to by the Respondent and End User. The Respondent is required to remove all leased machines no later than two (2) calendar weeks after the lease agreement is completed, or, by whatever schedule is agreed to between the Respondent and the End User.
- c. Any equipment, accessories or supplies delivered in poor condition, items delivered in excess of the amount authorized by the requisition form, or items not included on the requisition form or purchase order may, at the discretion of the End Users, be

returned to the Respondent's warehouse at the Respondent's expense within thirty (30) days. Credit for returned goods shall be made immediately after the Respondent receives returned goods.

- d. If any purchased product is returned to the Respondent for failure to perform, the Respondent will, at the State's discretion, refund the cost for such product or replace the product, and the following shall apply:
  - i. Within twenty (20) days of written notification by the End User, the Respondent will make arrangements for the return of the product.
  - ii. The Respondent will bear all shipping and insurance costs.
  - iii. The Respondent will be liable for damages to the product, unless caused by fault or negligence of the End User that occur during the return process.
- e. During the warranty period, the awarded Respondent shall adjust, repair, or replace all equipment that is defective or not performing in conformance with the specifications. All costs for such adjustments, repairs, or replacements, including all costs for replacing parts or units and their installation and any transportation and delivery fees, shall be at Awarded Respondent's expense. Any defective equipment shall be repaired or replaced for End User so that it conforms to the specifications.
- f. The quality of the Respondent's equipment in combination with the service and support network must be sufficient to maintain a reasonable uptime for equipment acquired through this contract. Subject to the duration of the Respondent's maintenance agreement on all equipment provided, whether leased or acquired by outright purchase with maintenance purchased following the warranty, each piece of equipment shall be sufficiently maintained by the Respondent to operate at a level equal to at least ninety-eight (98%) percent of the number of operational business hours for the given month. Operational business hours are defined as 7:00 a.m.-5:00p.m. Eastern Time, Monday through Friday, except for State holidays.
- g. The Respondent shall be periodically required to help End Users or State Vendor Manager analyze, and align machines and services with user needs. With the support from the State, the Respondent understands that it may be necessary to visit and/or contact each agency and/or facility to determine the extent of equipment to be changed over to new leased Equipment and the State agrees to support the Respondent's efforts in that regard. The State will not be charged additional fees for the Respondent's assistance. In the past, the State has typically requested these "right-sizing" studies at lease expiration.

#### 1.4.3.6 Reporting

- a. The Respondent shall provide a standard spend report on quarterly basis which includes, at minimum, for each purchased or leased machine and equipment:
  - i. State agency / local government entity
  - ii. Physical address
  - iii. Description of equipment
  - iv. Category of equipment
  - v. Purchase or Lease
  - vi. Lease Term
  - vii. Monthly payment amount
  - viii. Total payment to date
- b. The standard report must also include the following unique identifying numbers:

- i. Standard configuration number or group associated with the contract
- ii. Lease number
- iii. Purchase number
- iv. Part number

#### 1.4.3.7 Implementation / Transition Requirements

- a. The Respondent will be responsible for training the End User's staff in the operation of all equipment and software made available by the Respondent, if necessary. An initial training session shall be conducted within three (3) business days of equipment installation or as agreed upon by the Respondent and the End User. The End User will strive to ensure that necessary individuals attend a single initial session, but may request more than one session. This training will occur at no additional charge to the End User or the State.
- b. Subsequent training should be scheduled on an "as needed" basis, including training for any new or updated software. There shall not be any charge to the State for conducting these training sessions:
  - i. Literature: A copy of general specification sheets or literature for any product proposed will be included upon delivery of any and all products to the State. A placard with operating instructions shall also be provided with each machine following delivery and installation.
  - ii. Operating Manual: An operating manual will be furnished for each individual piece of equipment ordered by an End User. Manuals may be provided on CD that the State has the right to copy and distribute for free; however, the Respondent is required to also furnish the manual as a hard copy if requested. The cost for all manuals must be included in the equipment costs. If the Respondent publishes an update to a manual, the updated manual shall be provided by the Respondent free of charge to the State in CD or hard copy, depending on the End User's preference.
- c. Respondent personnel shall be able to assist End User in selecting digital mailing systems in accordance with the End User's needs and shall provide quotes based on purchase or lease options and comparisons as requested.

## 1.5 RFP OUTLINE

The outline of this RFP document is described below:

Section	Description
Section 1 – General Information and Requested Products or Services	This section provides an overview of the RFP, general timelines for the process, and a summary of the products/services being solicited by the State/Agency via this RFP
Section 2 – Proposal Preparation	This section provides instructions on the format and content

Instruction	of the RFP including a Letter of Transmittal, Business Proposal, Technical Proposal, and a Cost Proposal
Section 3 – Proposal Evaluation Criteria	This sections discusses the evaluation criteria to be used to evaluate respondents’ proposals
Attachment A	M/WBE Participation Plan Form
Attachment A1	IVBE Participation Plan Form
Attachment B	Sample Contract
Attachment C	Indiana Economic Impact Form
Attachment D	Cost Proposal Template
Attachment E	Business Proposal Template
Attachment F	Technical Proposal Template
Attachment G	Q&A Template for Cost Proposal, Specifications, and Required Accessories
Attachment H	Q&A Template for All Other RFP Questions

## 1.6 QUESTION/INQUIRY PROCESS

All questions/inquiries regarding this RFP must be submitted in writing.

Questions/inquiries related to the cost proposal template items, including cost proposal format and instructions, digital postage meter groups and associated minimum specifications, and required accessories may be submitted in Attachment G, Q&A Template 1 –Cost Proposal, Specifications, and Required Accessories, via email to [rfp@idoa.in.gov](mailto:rfp@idoa.in.gov), by the deadline of **3:00 p.m. Eastern Time on May 22, 2018**.

All questions/inquiries regarding all other aspects of this RFP must be submitted in writing using Attachment G1, Q&A Template 2 – All Other RFP Questions, via email to [rfp@idoa.in.gov](mailto:rfp@idoa.in.gov), by the deadline of **3:00 p.m. Eastern Time on June 08, 2018**.

Following the question/inquiry due date, Procurement Division personnel will compile a list of the questions/inquiries submitted by all Respondents. The responses will be posted to the IDOA website according to the RFP timetable established in Section 1.24. The question/inquiry and answer link will become active after responses to all questions have been compiled. Only answers posted on the IDOA website will be considered official and valid by the State. No Respondent shall rely upon, take any action, or make any decision based upon any verbal communication with any State employee.

Inquiries are not to be directed to any staff member of IDOA, or any other participating agency. Such action may disqualify Respondent from further consideration for a contract resulting from this RFP.

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

## 1.7 DUE DATE FOR PROPOSALS

All proposals must be received at the address below by the Procurement Division no later than **3:00 p.m. Eastern Time on July 03, 2018**. Each Respondent must submit **one original CD-ROM (marked "Original")** and three (3) complete copies **on CD-ROM** of the proposal, including the Transmittal Letter and other related documentation as required in this RFP. The **original** CD-ROM 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 IDOA website, (<http://www.in.gov/idoa/2462.htm>) if recommended for selection.** Each copy of the proposal must follow the format indicated in Section Two of this document. Unnecessarily elaborate brochures or other presentations, beyond those necessary to present a complete and effective proposal, are not desired. All proposals must be addressed to:

Austin Jones  
Indiana Department of Administration  
Procurement Division  
402 West Washington Street, Room W468  
Indianapolis, IN 46204

### **If you hand-deliver solicitation responses:**

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

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

**If you ship or mail solicitation responses:** United States Postal Express and Certified Mail are both delivered to the Government Center Central Mailroom, and not directly to the Procurement Division. It is the responsibility of the Respondent to make sure that solicitation responses are received by the Procurement Division at the Department of Administration's reception desk on or before the designated time and date. Late submissions will not be accepted. The Department of Administration, Procurement Division clock is the official time for all solicitation submissions.

Regardless of delivery method, all proposal packages must be **sealed** and clearly marked with the RFP number, due date, and time due. IDOA will not accept any unsealed bids. Any proposal received by the Department of Administration, Procurement Division 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.

No more than one proposal per Respondent may be submitted.

The State accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

## 1.8 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on **May 15, 2018 at 10:00AM** in **Indiana Government Center South Conference Center Room B**. At this conference, potential respondents may ask questions about the RFP and the RFP process. Respondents are reminded that no answers issued verbally at the conference are binding on the State and any information provided at the conference, unless it is later issued in writing, also is not binding on the State.

## 1.9 MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to responses to this RFP may only be made in the manner and format consistent with the submittal of the original response, acceptable to IDOA and clearly identified as a modification.

The Respondent's authorized representative may withdraw the proposal, in person, prior to the due date. Proper documentation and identification will be required before the Procurement Division will release the withdrawn proposal. The authorized representative will be required to sign a receipt for the withdrawn proposal.

Modification to, or withdrawal of, a proposal received by the Procurement Division after the exact hour and date specified for receipt of proposals will not be considered.

## 1.10 PRICING

Pricing on this RFP must be firm and remain open for a period of not less than 180 days from the proposal due date. Any attempt to manipulate the format of the document, attach caveats to pricing, or submit pricing that deviates from the current format will put your proposal at risk.

Please refer to the Cost Proposal sub-section under Section 2 for a detailed discussion of the proposal pricing format and requirements.

## 1.11 PROPOSAL CLARIFICATIONS AND DISCUSSIONS, AND CONTRACT DISCUSSIONS

The State reserves the right to request clarifications on proposals submitted to the State. The State also reserves the right to conduct proposal discussions, either oral or written, with Respondents. These discussions could include request for additional information, request for cost or technical proposal revision, etc. Additionally, in conducting discussions, the State may use information derived from proposals submitted by competing respondents only if the identity of the respondent providing the information is not disclosed to others. The State will provide equivalent information to all respondents which have been chosen for discussions. Discussions, along with negotiations with responsible respondents may be conducted for any appropriate purpose.



The Procurement Division will schedule all discussions. Any information gathered through oral discussions must be confirmed in writing.

A sample contract is provided in Attachment B. Any requested changes to the sample contract must be submitted with your response (See Section 2.3.5 for details). The State reserves the right to reject any of these requested changes. It is the State's expectation that any material elements of the contract will be substantially finalized prior to contract award.

## 1.12 BEST AND FINAL OFFER

The State may request best and final offers from those Respondents determined by the State to be reasonably viable for contract award. However, the State reserves the right to award 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.

Following evaluation of the best and final offers, the State may select for final contract negotiations/execution the offers that are most advantageous to the State, considering cost and the evaluation criteria in this RFP.

## 1.13 REFERENCE SITE VISITS

The State may request a site visit to a Respondent's working support center to aid in the evaluation of the Respondent's proposal. Site visits, if required will be discussed in the technical proposal.

## 1.14 TYPE AND TERM OF CONTRACT

The State intends to sign a contract with one or more Respondent(s) to fulfill the requirements in this RFP.

The term of the contract shall be for a period of two (2) years from the date of contract execution. There may be two (2) one-year renewals for a total of four years at the State's option.

## 1.15 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et seq.*, and, after the contract award, the entire RFP file may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the APRA must indicate so in the Transmittal Letter. Confidential Information must also be clearly marked in a separate folder on any included CD-ROM. The Respondent must also specify which statutory exception of APRA that applies. The State reserves the right to make determinations of confidentiality. If the Respondent does not identify the statutory exception, the Procurement Division will not consider the submission confidential. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to APRA, it may seek the opinion of the Public Access Counselor. Prices are not confidential information.

## 1.16 TAXES

Proposals should not include any tax from which the State is exempt.

## 1.17 PROCUREMENT DIVISION REGISTRATION

In order to receive an award, you must be registered as a bidder with the Department of Administration, Procurement Division. Therefore, to ensure there is no delay in the award all Respondents are strongly encouraged to register prior to submission of their response. Respondents should go to [www.in.gov/idoa/2464.htm](http://www.in.gov/idoa/2464.htm).

## 1.18 SECRETARY OF STATE REGISTRATION

If awarded the contract, the Respondent will be required to register, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. Information concerning registration with the Secretary of State may be obtained by contacting:

Secretary of State of Indiana  
Corporation Division  
402 West Washington Street, E018  
Indianapolis, IN 46204  
(317) 232-6576  
[www.in.gov/sos](http://www.in.gov/sos)

## 1.19 COMPLIANCE CERTIFICATION

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

## 1.20 EQUAL OPPORTUNITY COMMITMENT

Pursuant to IC 4-13-16.5 and in accordance with 25 IAC 5, Executive Order 13-04 and IC 5-22-14-3.5, it has been determined that there is a reasonable expectation of minority, woman, and Indiana veteran business enterprises subcontracting opportunities on a contract awarded under this RFP. Therefore a contract goal of 8% for Minority Business Enterprises, 8% for Woman Business Enterprises, and 3% for Veteran Business Enterprises have been established and all respondents will

be expected to comply with the regulation set forth in 25 IAC 5, Executive Order 13-04 and IC 5-22-14-3.5.

Failure to address these requirements may impact the evaluation of your proposal.

#### 1.21 MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR COMMITMENT (MWBE)

In accordance with 25 IAC 5-5, the respondent is expected to submit with its proposal a Minority & Women's Business Enterprises RFP Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at <http://www.in.gov/idoa/2352.htm>.

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The one-year total amount entered in "**TOTAL BID AMOUNT**" should match the one-year total amount found in Section 1.4.2 Current Purchasing Profile.

Failure to meet these goals will affect the evaluation of your Proposal. The Department reserves the right to verify all information included on the MWBE Subcontractor Commitment Form.

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

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

- Must be listed on the IDOA Directory of Certified Firms, **on or before** the proposal due date
- Each firm may only serve as one classification – MBE, WBE, or IVBE (see section 1.22)
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- **Must serve a Commercially Useful Function (CUF). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at <http://www.in.gov/idoa/2352.htm>
- Must be used to provide the goods or services specific to the contract
- National Diversity Plans are generally not acceptable

#### MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR LETTER OF COMMITMENT (MWBE)

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the “**TOTAL BID 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 M/WBE Program. Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women’s Business Enterprises Division at (317) 232-3061 or <http://www.in.gov/idoa/2352.htm>.

## 1.22 INDIANA VETERANS BUSINESS ENTERPRISE SUBCONTRACTOR COMMITMENT (IVBE)

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 subcontracting opportunities on a contract awarded under this RFP. The IVBE Subcontractor Commitment Form is to be submitted alongside the Respondent’s proposal. The Form must show that they are participating in the proposed contract and IVBE firms that meet the requirements listed at the Veteran’s Business Program website (<http://www.in.gov/idoa/2862.htm>).

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The one-year total amount entered in “**TOTAL BID AMOUNT**” should match the one-year total amount found in Section 1.4.2 Current Purchasing Profile.

Failure to address these goals may impact the evaluation of your Proposal. The Department reserves the right to verify all information included on the IVBE Subcontractor Commitment Form.

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

- Must be listed on Federal Center for Veterans Business Enterprise ([VA OSD BU](#)) registry or listed on the IDOA Directory of Certified Firms, **on or before** the proposal due date
- Each firm may only serve as one classification – MBE, WBE (see Section 1.21) or IVBE
- A Prime Contractor who is an IVBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- **Must serve a Commercially Useful Function (CUF). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**
- Must provide goods or service only in the industry area for which it is certified as listed in

the [VA OSDBU](http://www.va.gov/osdbu/) or IDOA Certified Firm directories <http://www.in.gov/idoa/2352.htm>

- Must be used to provide the goods or services specific to the contract

## INDIANA VETERAN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the IVBE must accompany the IVBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the IVBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. The State reserves the right to deny evaluation points if the letter(s) is not attached. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the **“TOTAL BID 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 policies and 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](mailto:indianaveteranspreference@idoa.in.gov).

### 1.23 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).

### 1.24 SUMMARY OF MILESTONES

The following timeline is only an illustration of the RFP process. The dates associated with each step are not to be considered binding. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change. At the conclusion of the evaluation process, all Respondents will be informed of the evaluation team's findings.

#### *Key RFP Dates*

Activity	Date
Issue of RFP	May 7, 2018
Pre-Proposal Conference	May 15, 2018 at 10:00AM
Deadline to Submit Written Questions for the Cost Proposal, Specifications, and Required Accessories	May 22, 2018 by 3:00 PM EST
Response to Written Questions on Cost Proposal, Specifications, and Required Accessories	June 05, 2018
Deadline to Submit Written Questions for all Other RFP Questions	June 08, 2018 by 3:00 PM EST

Response to Written Questions for all Other RFP Questions	June 13, 2018
Submission of Proposals	July 03, 2018 by 3:00 PM EST
<b><i>The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.</i></b>	
Proposal Evaluation	TBD
Proposal Discussions/Clarifications (if necessary)	TBD
Oral Presentations (if necessary)	TBD
Best and Final Offers (if necessary)	TBD
RFP Award Recommendation	TBD

## 1.25 CONFLICT OF INTEREST

Any person, firm or entity that assisted with and/or participated in the preparation of this RFP document is prohibited from submitting a proposal to this specific RFP. For the purposes of this RFP “person” means a state officer, employee, special state appointee, or any individual or entity working with or advising the State or involved in the preparation of this RFP proposal. This prohibition would also apply to an entity who hires, within a one-year period prior to the publication of this RFP, a person that assisted with and/or participated in the preparation of this RFP.

## SECTION TWO

### PROPOSAL PREPARATION INSTRUCTIONS

#### 2.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is described 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.
- The Transmittal Letter must be in the form of a letter. The business and technical proposals must be organized under the specific section titles as listed below.
- The electronic copies of the proposal submitted via CD-ROM should be organized to mirror the sections below and the attachments.
- Each item, i.e. Transmittal Letter, Business Proposal, Technical Proposal, Cost Proposal, etc., must be separate standalone electronic files on the CD-ROM. Please do not submit your proposal as one large file.
- Whenever possible, please submit all attachments in their original format.
- Confidential Information must also be clearly marked in a separate folder/file on any included CD-ROM.

#### 2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following topics except those specifically identified as "optional."

##### 2.2.1 Agreement with Requirement in listed in Section 1

The Respondent must explicitly acknowledge understanding of the general information presented in Section 1 and agreement with any requirements/conditions listed in Section 1.

##### 2.2.2 Summary of Ability and Desire to Supply the Required Products or Services

The Transmittal Letter must briefly summarize the Respondent's ability to supply the requested products and/or services that meet the requirements defined in Section 2.4 of this RFP. The letter must also contain a statement indicating the Respondent's willingness to provide the requested products and/or services subject to the terms and conditions set forth in the RFP including, but not limited to, the State's mandatory contract clauses.

##### 2.2.3 Signature of Authorized Representative

A person authorized to commit the Respondent to its representations and who can certify that the information offered in the proposal meets all general conditions including the information requested in Section 2.3.4, must sign the Transmittal Letter. **In the Transmittal Letter, please indicate the principal contact for the**

proposal along with an address, telephone and fax number as well as an e-mail address, if that contact is different than the individual authorized for signature.

#### 2.2.4 Respondent Notification

Unless otherwise indicated in the Transmittal Letter, Respondents will be notified via e-mail.

It is the Respondent's obligation to notify the Procurement Division of any changes in any address that may have occurred since the origination of this solicitation. The Procurement Division will not be held responsible for incorrect vendor/contractor addresses.

#### 2.2.5 Confidential Information

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et seq.* (see section 1.16).

Provide the following information:

- List all documents where claiming a statutory exemption to the APRA;
- Specify which statutory exception of APRA that applies for each document;
- Provide a description explaining the manner in which the statutory exception to the APRA applies for each document.

#### 2.2.6 Other Information

This item is optional. Any other information the Respondent may wish to briefly summarize will be acceptable.

### 2.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics except those specifically identified as "optional." **The Business Proposal Template is Attachment E.**

#### 2.3.1 General (optional)

This section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the products and/or services requested in this RFP.

#### 2.3.2 Respondent's Company Structure

The legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this



section. If the organization includes more than one product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization.

### 2.3.3 Company Financial Information

This section must include the Respondent's financial statement, including an income statement and balance sheet, for each of the two most recently completed fiscal years. The financial statements must demonstrate the Respondent's financial stability. If the financial statements being provided by the Respondent are those of a parent or holding company, additional financial information should be provided for the entity/organization directly responding to this RFP.

### 2.3.4 Integrity of Company Structure and Financial Reporting

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 financial information supplied with this proposal. The particular areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

The Sarbanes Oxley Act of 2002, H.R. 3763, is NOT directly applicable to this procurement; however, its goals and objectives may be used as a guide in the determination of corporate responsibility for financial reports.

### 2.3.5 Contract Terms/Clauses

A sample contract that the state expects to execute with the successful Respondent(s) is provided in Attachment B. 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 provided in Attachment B.

In your Transmittal Letter please indicate acceptance of these mandatory contract terms (see section 2.2.2). 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 specific clause. If you require additional contract terms please include them in this section. To reiterate it's the State's strong desire to not deviate from the contract provided in the attachment and as such the State reserves the right to reject any and all of these requested changes.

The mandatory contract terms are as follows:

- Duties of Contractor, Rate of Pay, and Term of Contract
- Authority to Bind Contractor
- Compliance with Laws
- Drug-Free Workplace Provision and Certification
- Employment Eligibility
- Funding Cancellation
- Governing Laws
- Indemnification
- Information Technology
- 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 Respondents response may be incorporated as part of the final contract

#### 2.3.6 References

The Respondent must include a list of at least three (3) clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP. Information provided should include the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information.

#### 2.3.7 Registration to do Business

##### Secretary of State

If awarded the contract, the Respondent will be required to be registered, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. The Respondent must indicate the status of registration, if applicable, in this section of the proposal.

##### Department of Administration, Procurement Division

Additionally, respondents must be registered with the IDOA. This can be accomplished on-line at <http://www.in.gov/idoa/2464.htm>.

The IDOA Procurement Division maintains two databases of vendor information. The Bidder registration database is set up for vendors to register if you are interested

in selling a product or service to the State of Indiana. Respondents may register on-line at no cost to become a Bidder with the State of Indiana. To complete the on-line Bidder registration, go to <http://www.in.gov/idoa/2464.htm>. The Bidder registration offers email notification of upcoming solicitation opportunities, corresponding to the Bidder's area(s) of interest, selected during the registration process. Respondents do need to be registered to bid on and receive email notifications. Completion of the Bidder registration will result in your name being added to the Bidder's Database, for email notification. The Bidder registration requires some general business information, an indication of the types of goods and services you can offer the State of Indiana, and locations(s) within the state that you can supply or service. There is no fee to be placed in Procurement Division's Bidder Database. To receive an award, you must be registered as a bidder. Problems or questions concerning the registration process or the registration form can be e-mailed to Amey Redding, Vendor Registration Coordinator, [aredding@idoa.in.gov](mailto:aredding@idoa.in.gov), or you may reach her by phone at (317) 234-3542.

### 2.3.8 Authorizing Document

Respondent personnel signing the Transmittal Letter of the proposal must be 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.

### 2.3.9 Subcontractors

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. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes, and will be subject to the provisions thereof. For each portion of the proposed products or services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of 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 for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor's name, address and the state in which formed that are proposed to be used in providing the required products or services. 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. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority, Women, or Veteran Owned Business under IC 4-13-16.5-1 and Executive Order 13-04 and IC 5-22-14-3.5. See Sections 1.21, 1.22 and Attachments A/A1 for Minority, Women, and Veteran Business information.

#### 2.3.10 General Information

Each Respondent must enter your company's general information including contact information.

#### 2.3.11 Experience Serving State Governments

Each Respondent is asked to please provide a brief description of your company's experience in serving state governments and/or quasi-governmental accounts.

#### 2.3.12 Experience Serving Similar Clients

Each Respondent is asked to please describe your company's experience in serving clients of a similar size to the State that also had a similar scope. Please provide specific clients and detailed examples.

#### 2.3.13 Indiana Preferences

Pursuant to IC 5-22-15-7, Respondent may claim only one (1) preference. For the purposes of this RFP, this limitation to claiming one (1) preference applies to Respondent's ability to claim eligibility for Buy Indiana points. **Respondent must clearly indicate which preference(s) they intend to claim. Additionally, the Respondent's Buy Indiana status must be finalized when the RFP response is submitted to the State.**

##### Buy Indiana

Refer to Section 2.7 for additional information.

#### 2.3.14 Payment

Respondent should be able to accept payment by credit card as an optional form of payment, but should be able to accept other forms of payment from the State as well. In the Respondent's proposal, the Respondent should agree to accept any credit card-user handling fees associated with acceptance of the State's Purchasing Card.

Please demonstrate how your company will meet this requirement of accepting payment by credit card as the only form of payment if the State chooses to implement this policy.

## 2.4 TECHNICAL PROPOSAL

The Technical Proposal must be divided into the sections as described below. Every point made in each section must be addressed in the order given. The same outline numbers must be used in the response. RFP language should not be repeated within the response. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material. The referenced document must be included as an appendix to the technical proposal with referenced sections clearly marked. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the State. **The Technical Proposal Template is Attachment F.**

## 2.5 COST PROPOSAL

**The Cost Proposal Template is Attachment D.**

The Cost Proposal must be submitted in the original format. Any attempt to manipulate the format of the Cost Proposal document, attach caveats to pricing, or submit pricing that deviates from the current format will put your proposal at risk.

### **Cost Proposal Narrative**

The Respondent should provide a brief narrative (not longer than two pages) in support of each Cost Proposal item. The narrative should be focused on clarifying how the proposed prices correspond directly to the Respondent's Technical Proposal. For example, evaluators will expect detailed explanation of *Maintenance and Support* to correspond to *Maintenance and Support items* if described in the Technical Proposal.

### **Cost Assumptions, Conditions and Constraints**

The respondent should list and describe as part of its Cost Proposal any special cost assumptions, conditions, and/or constraints relative to, or which impact, the prices presented on the Cost Schedules. It is of particular importance to describe any assumptions made by the respondent in the development of the respondent's Technical Proposal that have a material impact on price. It is in the best interest of the respondent to make explicit the assumptions, conditions, and/or constraints that underlie the values presented on the Cost Schedules. Assumptions, conditions or constraints that conflict with the RFS requirements are not acceptable.

## 2.6 INDIANA ECONOMIC IMPACT

All companies desiring to do business with state agencies must complete an “Indiana Economic Impact” form (Attachment C). 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 amount entered in Line 16 “Total amount of this proposal, bid, or current contract” should match the amount entered in the Attachment D, Cost Proposal Template.

## 2.7 BUY INDIANA INITIATIVE/INDIANA COMPANY

It is the Respondent’s responsibility to confirm its Buy Indiana status for this portion of the process. If a Respondent has previously registered its business with IDOA, 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.

**Respondent must clearly indicate which preference(s) they intend to claim in the Business Proposal, Attachment E, Section 2.3.14 (Respondent will only be evaluated on the criteria selected/cited from IC 5-22-15-20.5). Additionally, Respondents that wish to claim the Buy Indiana preference (for any criteria listed below) must have an email confirmation of their Buy Indiana status provided by [buyindianainvest@idoa.in.gov](mailto:buyindianainvest@idoa.in.gov) included in the proposal response. The email confirmation must have been provided from within one year prior to the proposal due date.**

### **Defining an Indiana Business:**

“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.

Respondents claiming this status must indicate which of the provisions above qualifies them as an Indiana business. They must also fully complete the Indiana Economic Impact Form (Attachment C) and include it with their response.

The following is the policy concerning items 4 & 5 described below. Appropriate documentation must be provided with your proposal response supporting either claim made below:

- (4) A business that makes significant capital investments in Indiana.

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

**Substantial Capital Investment:**

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.

**Substantial Indiana Economic Impact:**

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](mailto:buyindianainvest@idoa.in.gov) and you will receive a response within forty-eight (48) hours. 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.

## SECTION THREE

### PROPOSAL EVALUATION

#### 3.1 PROPOSAL EVALUATION PROCEDURE

The State has selected a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation personnel will use the evaluation criteria stated in Section 3.2. The Commissioner of IDOA or their designee will, in the exercise of their sole discretion, determine which proposals offer the best means of servicing the interests of the State. The exercise of this discretion will be final.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- 3.1.1 Each proposal will be evaluated for adherence to requirements on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.
- 3.1.2 Each proposal will be evaluated on the basis of the categories included in Section 3.2. A point score has been established for each category.
- 3.1.3 If technical proposals are close to equal, greater weight may be given to price.
- 3.1.4 Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to the State, taking into account all of the evaluation factors, may be selected by IDOA for further action, such as contract negotiations. If, however, IDOA and decide that no proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, IDOA may begin contract preparation with the next qualified Respondent or determine that no such alternate proposal exists.

#### 3.2 EVALUATION CRITERIA

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the RFP in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The points associated with each category are indicated following the category name (total maximum points = 103). For further information, please reference Section 3.2.3 below. If any one or more of the listed criteria on which the responses to this RFP 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:*



<b>Criteria</b>	<b>Points</b>
1. Adherence to Mandatory Requirements	Pass/Fail
2. Management Assessment/Quality (Business and Technical Proposal)	<b>35 available points</b>
3. Cost (Cost Proposal)	<b>40 available points</b>
4. Indiana Economic Impact	5
5. Buy Indiana	5
6. Minority Business Enterprise Subcontractor Commitment	5 ( 1 bonus point is available, see Section 3.2.6)
7. Women Business Enterprise Subcontractor Commitment	5 ( 1 bonus point is available, see Section 3.2.6)
8. Indiana Veteran Business Enterprise (IVBE) Subcontractor Commitment	5 (1 bonus point is available, see Section 3.2.7)
<b>Total</b>	<b>100 (103 if bonus awarded)</b>

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.

### 3.2.1 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.**

### 3.2.2 Management Assessment/Quality – 35 available points

### 3.2.3 Price – 40 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 40 points. The normalization formula is as follows:

- *Respondent's Cost Score = (Lowest Cost Proposal / Total Cost of Proposal) X 40*

### 3.2.4 Indiana Economic Impact (5 points)

See Section 2.6 for additional information.

The total number of full time equivalent (FTE – please see Section 1.2 for a definition of FTE's) 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.

### 3.2.5 Buy Indiana Initiative – 5 points

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

### 3.2.6 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 1.20 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.

### 3.2.7 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 1.20 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.

### 3.2.8 Qualified State Agency Preference Scoring

When applicable, pursuant to Indiana Code 5-22-13, a qualified state agency submitting a response to this RFP will be awarded preference points for Minority, Women's, and Indiana Veteran Business Enterprise equal the Respondent awarded the highest combined points awarded for such preferences in the scoring of this RFP.

The Commissioner of IDOA or their designee will, in the exercise of their sole discretion, determine which proposal(s) offer the best means of servicing the interests of the State. The exercise of this discretion will be final.