**PROFESSIONAL SERVICES CONTRACT**

**Contract #**

This Contract (“this Contract”), entered into by and between the Department of Administration on behalf of All State Agencies (the “State”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Contractor”), is executed pursuant to the terms and conditions set forth herein.

In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1. Duties of Contractor**. The Indiana Department of Administration on behalf of All State Entities here in referred to as (“State”) is establishing a Quantity Purchase Agreement (QPA) for document destruction services. The Contractor shall provide these services and commodities necessary to the State as set forth in RFP 23-68162, the Contractor’s response, and clarifications, attached hereto in specific exhibits and made a part of this Contract herein by reference. The following contract exhibits are hereby included in this Contract and incorporated herein by reference as follows:

**Exhibit A** = State of Indiana Pricing

**Exhibit B** = Service Level Agreements

**Exhibit C** = Performance Metrics

**Exhibit D** = Agency Sub-Agreement Template

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

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

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

* 1. K-12Indiana

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

* 1. LibraryIndiana

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

* 1. Extension of Other Governmental Entities/OneIndiana

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

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

1. **Restricted Services**

The Contractor shall not supply any commodities or services that are restricted and/or part of existing State of Indiana QPA or “state use” contract unless authorized in writing by the IDOA Contract Manager. Restricted categories include all commodities and services that are not within the scope or work for document destruction as outlined in RFP 23-68162.

1. **Contract Implementation**

The Contractor shall meet with the State and form an Implementation Plan timeline for the overall Contract Deployment. The Contractor shall customize the program to fit the State’s needs and desires for a successful program by meeting a minimum of one meeting bi-weekly during the implementation process.

1. Implementation Process

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

1. Initiation

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

1. Planning

The Planning Phase shall involve meeting with the Using Agency point of contact to identifying and document the project scope, tasks, schedules, risk, quality, and staffing needs utilizing Exhibit D Agency Sub-Agreement Template.

1. Execution and Control

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

1. Closing

The implementation team shall remain in place 90 days after the roll out date. The team shall continue to meet regularly to discuss program success, improvement opportunities, end-user feedback, usage data, product changes, Contractor performance, future goals and objectives. The Contractor shall perform Project Closeout once all defined project objectives have been met and the State has accepted the final implementation of the Contract.

1. Implementation – Personnel

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

1. Implementation – Communication Tools
   1. Implementation Schedule

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

* 1. Implementation Team Meetings

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

* 1. Implementation Status Reports

The Contractor shall provide status reports to the State throughout the project’s implementation.

1. **Security Requirements**

All Contractor employees, subcontractors, and agents performing work under this Contract must comply with all security and administrative requirements of the State (including, but not limited to background investigations, facility access requirements, and employee dress code requirements).

1. Compliance and Record Destruction
   1. IRS Publication 1075 Compliance

The Contractor and the Contractor’s employees with access to FTI and PII data, must meet the background check requirements defined in IRS Publication 1075. (<https://www.irs.gov/pub/irs-pdf/p1075.pdf>).

* + 1. The Contractor is required to ensure employees are trained and comply with federal and state laws, regulations, and standards.
    2. The Contractor shall be subject to the terms and conditions described in Publication 1075.
  1. Information Confidentiality and Security

The Contractor shall ensure that all confidential information shall be destroyed meet the requirements of IRS Publication 1075.

* + 1. Contractor shall ensure that demographic data. FTI, and PII data; while in Contractor’s possession, are kept secure and confidential.
    2. The Contractor shall ensure that all documents are secured to prevent access by unauthorized personnel.
    3. The Contractor shall establish and provide written policy and procedures for a security program which are acceptable to and approved by the State.

The Contractor agrees not to disclose, release, or communicate any information to any third person, individual, organization or entity not employed or approved by the State of Indiana and shall ensure that all documentation and media in its possession will remain secure at all times.

The Contractor agrees to apply appropriate administrative, technical, and physical safeguards to protect the privacy of protected health information (PHI) in accordance with the Health Insurance Portability and Accountability Act (HIPPA).

The Contractor agrees to apply appropriate administrative, technical, and physical safeguards to protect the privacy of personal identifiable information (PII) in accordance with IRS Publication 1075 Tax Information Security Guidelines.

1. Background Investigation Requirements

A background investigation shall be conducted by the Contractor on all employees, as well as those with whom the Contractor subcontracts, who will be providing service under this contract. The Contractor is responsible for any and all costs and expenses in obtaining and maintaining the criminal background screening information for each employee as described in this Contract and in executed Scopes of Work (SOW). The Contractor shall ensure that all background screenings shall be refreshed every year from the time initially performed for each employee during the term of the Contract. All of the Contractor’s actual and prospective employees and subcontractors, whose duties will or may include duties under this contract, shall consent to the background investigation prior to accessing State facilities. State requirements vary based on facility; the requirements for each agency/facility are listed in their SOW.

1. National Association for Information Destruction Certification

The Contractor shall maintain NAID certification throughout the entirety of contract to include any option years and agrees that any shredding facility used during the performance of this contract shall also be NAID certified.

1. Employee Identification and Business Access

Contractor agrees that it’s employees and subcontractors shall provide government-issued identification to enter any facility, and may be subject to search, and are restricted to the work area site. Visits to all State facilities require proper check-in and –out; on no occasion will service be provided without proper contact with the authorized agency personnel in charge of the facility unless prior express written consent is given by such agency personnel. Security provisions for all State facilities must be strictly observed and the Contractor shall coordinate access to the State facility with the authorized agency personnel or their designee.

1. Uniforms

All Contractor and subcontractor personnel is required to be in uniform when collecting documents and/or bins of documents for destruction on State property. Visible photo company issued identification shall be visible upon entering State facilities is required at all times. Government issued photo identification must be presented upon request. Access will not be granted if personnel is not in Contractor authorized uniform and have proper identification.

1. Vehicles

All Contractor service vehicles must clearly display the company name and logo.

1. **Service Requirements** 
   1. The Contractor shall meet all performance standards set forth in the Contract. The Contractor shall warrant that all work performed hereunder complies with customary, reasonable, and prudent industry standards and shall perform all services in a professional manner.
   2. New Scopes of Work (SOW): The State and Contractor recognize that additional sites may be added during the contract term and any renewals.  A template has been provided for the State Agency Site Designee to complete for the purpose of outlining expectations for the site.  The final version of this document shall be approved by the Contractor, Agency Site Designee/agency authorized signatory, and the State Vendor Contract Manager as part of this Contract.  The template is made a part of this Contract and is incorporated herein by reference as **Exhibit D**.

The Contractor agrees to provide services to any State building or office throughout the state by developing a new Scope of Work (SOW) within thirty days of notification of the need for service. All SOWs will be written under the authority of, and consistent with, the terms and conditions of this prime contract. Scopes of Work are living documents that may change throughout the term of the contract dependent on the site operations.

The IDOA Contract Manager will work with the Account Manager and a site designee to develop a new SOW utilizing **Exhibit D**: Scope of Work Template; the Contractor will review the SOW, conduct necessary site visits, and provide a quote utilizing the final negotiated contract pricing (outlined in **Exhibit A**) and the Scope of Work Pricing Worksheet Template (described in **Exhibit A**). Once approved by all parties, the SOW will be circulated for signature (the Contractor, agency site designee, and the IDOA Contract Manager in that order) and will then be considered executed. The IDOA Contract Manager will provide a copy of the fully executed SOW to the site designee and the Contractor’s Account Manager. Unless otherwise agreed upon by all parties, the Contractor shall begin servicing additional facilities within 30 days of receipt of the approved SOW.

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

1.  Contractor Signature

2.  User Agency Signature

3.  IDOA Contract Manager Signature

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

No User Agency or Site Location shall be required by the Contractor to sign any other agreement or documents other than the SOW. The Contractor shall not prepare any documents or special language for the SOW without the express written consent of the Vendor Contract Manager. The final version of this document shall be approved by the Agency, the Contractor, and the State, as part of this contract. The template for the SOWs can be found in **Exhibit D**.

The Contractor shall not accept or commence work on any State facility without an approved SOW from IDOA, or prior written approval by IDOA in emergency situations.

1. **Services Provided**

The Contractor shall offer the following services:

* 1. Purge Service

The Contractor shall provide purge services on an as needed basis, or annual basis. Frequency, lead time for scheduling, method of destruction, etc. shall be sent to the IDOA Contract Manager for review as well as a certificate of destruction after all items have been destroyed.

* 1. Mobile Shredding/On-Site

The Contractor will pick up the material from a central point at the Using Agency facility and shred it on-site in mobile units. A certificate of documents destruction will be provided at the conclusion of each service

* 1. Facility-Based/Off-Site Shredding

The Contractor will pick up the material from a central point at the Using Agency facility and securely transport it to a bulk shredding facility. A certificate of documents destruction will be provided at the conclusion of each service.

* 1. Bankers Boxes

The Contractor shall pick up bankers boxes for facility-based shredding on an as needed basis. Bankers Boxes will be picked up from a central point at the Using Agency facility and securely transport material to a bulk shredding facility. A certificate of destruction will be provided at the conclusion of service for each box.

* 1. Media

Contractor shall provide shredding services, and a separate bin, for microfilm, microfiche, diskettes, computer hard drives, and other media. All media must be destroyed in accordance with the guidelines provided by the National Institute of Standards and Technology (NIST)

* 1. Bins

The Contractor shall provide Using Agencies with bins to deposit confidential documents. All bins provided shall include a locking mechanism to ensure documents remain secure. Contractor shall ensure bins are properly maintained and that any bin that is broken and/or damaged is removed and placement within two (2) business days.

* 1. Servicing of Bins

All materials shall be crosscut shredded, incinerated or pulped such that there is reasonable assurance the hard copy materials cannot be reconstructed.

* 1. Shredding Specifications

Destroy paper using crosscut shredders that produce particles that are 1mm x 5mm (0.04 in. x 0.2 in.) in size (or smaller) or pulverize/disintegrate paper materials using disintegrator devices equipped with a 3/32 in. (2.4mm) security screen.

* 1. Shredding Deviation

In the event that initial document destruction is not met, material must be safeguarded until it reaches the stage where it is rendered unreadable through additional means, such as burning or pulping. The Contractor will notify the IDOA Contract Manager immediately when the initial shredding does not meet shredding specifications outlined in 1.F.7.a

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

The Contractor shall maintain, at minimum, a Dedicated Account Manager. The Contractor shall have a back-up plan in place at all times for all Account Management or Customer Service-related personnel and services.

1. Dedicated Account Manager – The Dedicated Account Manager shall serve as the Central Point of Contact and have the authority to negotiate the Contract between the State and Contractor. In addition, the Dedicated Account Manager shall assist with account implementation and maintenance throughout the life of this Contract. Daily inquires such as scheduling, billing errors, and most customer-specific issues can be handled at the Dedicated Account Manger level. The Dedicated Account Manager shall have access to all information as it pertains to this contract. The Dedicated Account Manager shall also actively market the products and services of this Contract to Governmental Entities and local schools under the K-12Indiana program. The Dedicated Account Manager shall also work with the State Contract Manager on the details and management of the Savings Model.
2. Customer Care Team – The Customer Care Team shall be responsible for assisting the Using Agencies with any issues related to, but not limited to, scheduling, billing, invoicing, and price adjustments.
3. Staffing – The Contractor will ensure adequate operational staffing (day and/or night as specified by the user agency) is maintained to ensure the highest level of customer service throughout the term of the contract
4. Service Level Agreements and Performance Metrics

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

1. Problem Resolution

Problem escalation shall be handled using the Contractor’s problem resolution process as provided in the Technical Proposal of RFP 23-68162. The Contractor shall provide a copy of the Contractor’s most recent problem resolution process. In the event that the Contractor amends the problem resolution process, notification shall be sent to the State Contract Manager and an electronic copy provided to the State. The State Contract Manager has the authority to contact the Contractor’s Dedicated Account Manager directly for problem resolution if it is determined that the problem requires action from the Contractor that is swift and appropriate. Members of the Contractor’s Account Team shall arrive onsite at the Indiana Government Center in Indianapolis by the next business day, if necessary.

1. Disaster Recovery Plan

The Contractor shall provide a copy of the Contractor’s most recent disaster recovery and continuity of operations plan. The disaster recovery plan shall demonstrate that in the event of a catastrophe, the State’s inconvenience would be extremely minimal. The plan shall include, but not limit to, the process the State should follow to escalate issues. In the event that the Contractor amends the disaster recovery plan notification shall be sent to the State Account Manager and an electronic copy provided to the State. The Contractor shall provide copies of the disaster recovery plan to all Using Agencies upon request.

1. Customer Service Hours

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

1. Customer Service Response Time

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

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

The Contractor shall invoice the State only after services have been completed prior to payment. The Contractor shall invoice the state only after completion of the work described in the purchase order/Contract, and as required below prior to any payment. The Contractor shall submit an invoice to the Using Agency’s Bill to Address. The Contractor’s invoice shall identify, at a minimum, the information listed below:

Invoice Number, Invoice Date, Using Agency’s Bill to Information, Using Agency’s Ship to Information, Business Unit, Purchase Order Number, Item Number, Item Description, Order Quantity for each Item, Item Price, Invoice Total

1. Billing

The Contractor understands and agrees that the invoice shall;

* Include only charges for services that have been completed
* If multiple invoices are sent for the same Purchase Order, it shall be noted that it is for partial payment
* Not include sales tax or shipping charges

1. Payments

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

The Contractor agrees that the timeframe for payment (and any discounts) begins when the “Bill To” agency is in receipt of a correct invoice that meets the minimum requirements stated above and products have been delivered in satisfactory condition.

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

1. **Reporting/Metrics**
   1. Quarterly Usage Report

The Contractor shall provide a quarterly report that contains detailed information for each facility on contract and the services and disposables consumed. These reports must include all work hours that took place in the preceding quarter, including all regular service hours and on-demand service hours. The reports will include, at a minimum, the following information:

* + 1. Facility (i.e., Purchasing State Agency/Entity)
    2. Facility Address
    3. Purchasing Business Unit (BU)
    4. Pick-up / Destruction Date
    5. Shred weight
    6. Cost
    7. Number of cancellations / re-schedules

2. Quarterly Business Reviews (QBR)

The State and the Contractor shall agree upon the reporting model during the first 60 days of contract implementation. The State may request that the Contractor include, but is not limited to, Service Level Agreements, Key Performance Indicator (KPI), Performance Metrics, Transaction Usage, Product Substitutions, Pricing Audit Report, K-12 usage, additional reporting fields over the life of the Contract. The Contractor shall be responsible for presenting the agreed upon reporting model to the State at the Quarterly Business Review (QBR), as well as, anytime upon the State’s request. The Contractor shall work with the State Contract Manager to develop a Savings Model that reflects the actual savings over the life of the Contract. The Contractor shall report on the Savings Model at each QBR and shall provide updates upon request.

Additional Reports

The Contractor shall provide the State and Ordering Agencies monthly, quarterly, ad-hoc reporting, and report customization at no cost for the duration of the Contract. The standard reporting listed below shall be available to the State or Ordering Agency within 2 business days of the request unless the parties agree to a longer response period. Ad-hoc and customized reporting shall be provided within 5 business days.

1. Savings Model

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

1. Usage Reports

The Contractor shall track all system and usage data to report at each QBR. The Contractor shall provide updates upon request.

1. Pricing Audit Report

The Contractor shall work with the State Contract Manager to develop a mutually agreed upon pricing audit report that reflects the number of transactions during a 3-month period, item price in the catalog at the time of purchase, and the price the Ordering Agency paid to show the difference. The Contractor shall provide this report at each QBR and shall provide updates upon request.

1. MWBE Subcontractor Compliance

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

1. Greening the Government

The Contractor shall track and report quarterly the State’s environmental purchases, provide a list of all products with post-consumer recycled content, the average post-consumer content by weight across all of the State’s purchases and the environmental benefits of recycled content purchases.

1. Indiana Economic Impact (IEI)

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

1. **Performance Management**

Throughout the life of the contract, the State will evaluate the Contractor based on the following criteria; but not limited to:

* 1. Report Turnaround
  2. Problem Resolution Time
  3. Consistent and Reliable Service
  4. Responsiveness
  5. Professionalism
  6. Timeliness of Service
  7. Invoice Accuracy
  8. Invoice Correction Turnaround
  9. Overall Employee Customer Support Satisfaction

Each participating facility will work with the Contractor to identify a mutually acceptable performance review schedule, to include any or all of the criteria stated above, as well as any facility specific key performance indicators (KPIs). The IDOA Contract Manager should be apprised of all review schedules and provided with copies of all performance results.

Issue Escalation Process: Participating facilities, IDOA representatives, and Contractor Account Manager shall follow the escalation process outlined for all disputes related to the provisions of or performance of work under a SOW. The Issue Escalation Process is:

* 1. Step 1 – The Site Designee should be notified by Contractor supervisory staff within 24 hours of an issue or dispute (or vice versa). These parties should negotiate in good faith a resolution within 5 business days from the date of notification. Documentation of the issue and resolution should be submitted to IDOA by the notifying party within 2 business days of the final resolution date. If a resolution cannot be met within the allotted 5 days from notification, parties should proceed to Step 2.
  2. Step 2 – The Site Designee or Contractor shall escalate the issue via written communication to the IDOA Contract Manager within 48 hours of unsuccessful negotiations in Step 1. The IDOA Contract Manager, Site Designee, and Contractor Account Manager will meet and engage in good faith negotiations to resolve the dispute.

1. **Miscellaneous Commitments**
2. Subcontracting

The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontract agreements are approved by the State, each shall contain all sections of this Contract. The Contractor shall be the Prime Contractor and shall be responsible for all work performed on this Contract.

1. Damages

In the event the Contractor damages an item or the building (including but not limited to floors, thresholds, walls, doors, doorframes, ceiling sprinkler systems, and elevators) the Contractor will be responsible for notifying the Agency within forty-eight (48) hours and for paying the full repair cost for the damage. If the damage cannot be repaired, the Contractor will be responsible for paying the full replacement cost for the item.

1. Purchasing Card

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

**2. Consideration**. Purchases under this Contract will be made at the discretion of the eligible purchasing entities. Contractor will be paid at the rates established in Exhibit A, attached hereto, and incorporated herein, for providing and performing Document Destruction Service to eligible purchasing entities, as ordered, under this QPA. The Contractor agrees that all prices are inclusive of any fees required to provide completion of services to all State locations, unless specifically approved in writing by the State and listed in Exhibit A. The Contractor understands and agrees that this Contract does not guarantee the Contractor a minimum quantity of orders or remuneration amount. Payment shall be made to the Contractor by the Ordering/Using entity in accordance with Section 37 - Payments and all other applicable provisions of this Contract.

This Contract’s total remuneration amount is based on the number and quantity of transactions as provided on Exhibit C. Therefore, this Contract does not identify a total remuneration amount.

**3. Term**. This Contract shall be effective for a period of two (2) years plus up to two (2) one-year renewals. It shall commence on and shall remain in effect through \_\_\_\_\_\_\_\_.

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

**5. Assignment; Successors**.

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

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

**6. Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

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

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

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

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

**10. Compliance with Laws.**

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

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

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

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

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

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

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

H. As required by IC § 5-22-3-7:

1. The Contractor and any principals of the Contractor certify that:

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

* 1. IC §24-4.7 [Telephone Solicitation of Consumers];
  2. IC §24-5-12 [Telephone Solicitations]; or
  3. IC §24-5-14 [Regulation of Automatic Dialing Machines];

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

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

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

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

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

**11. Condition of Payment**. All services provided by the Contractor under this Contract must be performed to the State’s reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state, or local statute, ordinance, rule or regulation.

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

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

**13. Continuity of Services.**

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

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

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

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

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

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

**14. Debarment and Suspension.**

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

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

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

**16. Disputes.**

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner’s decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner’s decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner’s decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

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

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

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

**18. Employment Eligibility Verification.**  As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien.  The Contractor further agrees that:

A.  The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

B.  The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

C.  The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**19. Employment Option**. If the State determines that it would be in the State’s best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

**20. Force Majeure**. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a “Force Majeure Event”), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

**21. Funding Cancellation**. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

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

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

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

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

**26. Indiana Veteran Owned Small Business Enterprise Compliance**.  Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise (“IVOSB”) participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as “Attachment A-1” in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA’s Division of Supplier Diversity and may require an amendment. It is the State’s expectation that the Contractor will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract: **[Add additional IVOSBs using the same format.]**

IVOSB COMPANY NAME PHONE EMAIL OF CONTACT PERSON PERCENT

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

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

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

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana’s subcontractor payment auditing system), emailed to [IndianaVeteransPreference@idoa.IN.gov](mailto:IndianaVeteransPreference@idoa.IN.gov), or mailed to IDOA, 402 W. Washington Street, Room W-462, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to <mailto:> [IndianaVeteransPreference@idoa.IN.gov](mailto:Indianaveteranspreference@idoa.IN.gov) for review and approval before changing the participation plan submitted in connection with this Contract.

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

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

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

**28. Insurance.**

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

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

3. Errors and Omissions liability with minimum liability limits of $1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.

4. Fiduciary liability if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others with limits no less than $700,000 per cause of action and $5,000,000 in the aggregate.

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

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

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

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers’ compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an “all states endorsement” covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

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

1.  The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.

2.   Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

3.   The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.

4.   The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days’ prior written notice to the undersigned State agency.

5.    The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

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

**29. Key Person(s)**.

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

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

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

Key person(s) to this Contract is/are \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

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

MBE or WBE COMPANY NAME PHONE EMAIL OF CONTACT PERSON PERCENT

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

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

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

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

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana’s subcontractor payment auditing system), emailed to [MWBECompliance@idoa.IN.gov](mailto:MWBECompliance@idoa.IN.gov), or mailed to Division of Supplier Diversity, 402 W. Washington Street, Room W-462, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to [MWBECompliance@idoa.IN.gov](mailto:MWBECompliance@idoa.IN.gov) for review and approval before changing the participation plan submitted in connection with this Contract.

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

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

**33. Nondiscrimination**. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee’s or applicant’s race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law (“Protected Characteristics”). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

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

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

A. Notices to the State shall be sent to:

Traci Davidson

Indiana Department of Administration

402 W. Washington St. Room W468

Indianapolis, IN 46204

E-mail: [tdavidson@idoa.in.gov](mailto:tdavidson@idoa.in.gov)

B. Notices to the Contractor shall be sent to:

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

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

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

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

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

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

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

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

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the “Materials”) not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered “work for hire” and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor’s expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor’s work product during the term of this Contract.

**37. Payments**.

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

B. If the Contractor is being paid in advance for the maintenance of equipment, software, or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

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

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

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

**40. Public Record.** The Contractor acknowledges that the State will not treat this Contract as containing confidential information and will post this Contract on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

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

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

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

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

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

**46. Termination for Default.**

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

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;

2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;

3. Make progress so as to endanger performance of this Contract; or

4. Perform any of the other provisions of this Contract.

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

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

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

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

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

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

**50. State Boilerplate Affirmation Clause**. I swear or affirm under the penalties of perjury that I have not altered, modified, changed, or deleted the State’s standard contract clauses (as contained in the *2021* OAG/ IDOA *Professional Services Contract Manual* orthe *2021 SCM Template*) in any way except as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Non-Collusion and Acceptance**

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

**Agreement to Use Electronic Signatures**

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

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

[Contractor] [Indiana Agency]

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

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

Name and Title, Printed Name and Title, Printed

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

**Approved by: Approved by:**

Indiana Department of Administration State Budget Agency

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

Lesley A. Crane, Commissioner Zachary Q. Jackson, Director

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

**APPROVED as to Form and Legality:**

Office of the Attorney General

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(for)

Theodore E. Rokita, Attorney General

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

**Approved by:**

Indiana Office of Technology

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

Tracy E. Barnes, Chief Information Officer

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

RFP 22-68162 Document Shredding Services

Exhibit A State of Indiana Pricing

This document is an exhibit to the Master Services Agreement and is deemed to be attached to and incorporated within the Master Services Agreement by reference.

Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services Agreement shall be resolved by giving precedence and effect to the Master Services Agreement.

TBD

RFP 22-68162 Document Shredding Services

Exhibit B Service Level Agreement and Key Performance Indicators

This document is an exhibit to the Master Services Agreement and is deemed to be attached to and incorporated within the Master Services Agreement by reference.

Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services Agreement shall be resolved by giving precedence and effect to the Master Services Agreement.

**Service Level Agreement (SLA)**

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

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

1. Service Level Agreement – Contractor Score Card

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

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

A Key Performance Indicator (KPI) is a specific survey submitted to the key stakeholders of the using entities. Each Using Entity is required to complete the KPI; the person completing the KPI should be someone who utilizes the agreement on a continuous basis and is answering the survey on behalf of the Using Entity. The intent of the KPI is to obtain real, continuous feedback on the Contractor’s management performance, overall performance, and other identified factors. The Contractor shall reach out to key stakeholders to complete and return the KPI, signed, to the Contractor. The Contractor shall then compute and report on the results in the Quarterly Business Review. The Contractor shall not round up on any numerical data. The Contractor shall provide all original, supportive documentation to the State Vendor Contract Manager. See Table titled: **Service Level Agreement – Key Performance Indicator.**

**Service Level Agreement – Contractor Scorecard**

Table

Description automatically generated

**Service Level Agreement – Key Performance Indicator**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| # | Performance Metric | Description | Calculation | Frequency of Review | Minimum SLA |
| 1 | Customer Service | Number of days until an issue is unresolved | Date issue resolved – Date Contractor was notified | Quarterly | 48 hours |
| 2 | Security | Number of times confidential documents have been compromised | Number of instances | Quarterly | 0 |
| 3 | Shredding Specifications | Provide accurate document of destruction certificates that meet the specifications described in the Contract. | (Total # of document destruction certificates received - Total # of document destruction certificates with accurate specifications)/ Total # of documents of destruction certificates received. | Quarterly | 100% |
| 4 | Shredding Deviation Communication timeliness | Number of days until IDOA is notified of Shredding Deviation. | Date the Shredding Specifications were not met – Date the Contractor notified IDOA. | Quarterly | 1 Day |
| 5 | Bin repair / replacement | Number of days until a reported damaged bin is resolved | Date the bin issue is resolved – Date the Contractor was notified | Quarterly | 2 Days |
| 6 | Timeliness | Number of times pick-up occurred outside of the scheduled time | Number of monthly pick-ups – number of late pick-up | Quarterly | 0% |
| 7 | No Call / No Show | Number of instances when Contractor does not show for pick-up without notice | Number of documented instances | Quarterly | 0 |
| 8 | Invoicing | Provide accurate invoicing by the contractually agreed date each month | (Total # of invoices received monthly – Total # accurate invoices monthly) / Total # of invoices received monthly | Quarterly | 100% |
| 9 | Invoicing Error | If an error is found Contractor must issue a corrected invoice | Date of error notification – date corrected invoice received | Quarterly | 2 Days |
| 10 | Reporting | Contractor must submit reports to State or provide a means to access reports | Number of reports provided – number of reports requested | Quarterly | 100% |
| 11 | Monthly Report Turn-around | Number of day from month end to provide required reports | Date of report receipt – first day of the month | Quarterly | 2 Days |
| 12 | Ad Hoc Reporting Turn-around | Number of days to generate an ad hoc request | Date of report request – date of report receipt | Quarterly | 5 days |
| 13 | Certification | Contractor will be an AAA-certified member in good standing with the National Association for Information Destruction (NAID) | Copy of NAID certification | Annual | 100% |
| 14 | Staffing | Contractor will ensure adequate operational staffing. | (Number of staff required for service at the beginning of Contract– number of actual staff)/Number of staff required for service at the beginning of Contract | Quarterly | 100% |

RFP 22-68162 RFP 22-68162 Document Shredding Services

Exhibit C – Performance Metrics

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

|  |
| --- |
| Definition: A performance metrics is a measure of an organizations activities and performance. Performance metrics should support a range of stakeholder needs from customers, shareholders to employees. A metric will include:   1. Critical Process / Customer Requirement; 2. Developmental measurements; 3. Targets which the results can be scored against; 4. An actionable remedy if the metric is not met within an agreed upon timeline.   The targeted metric deliverable was developed as a result of Exhibit B Service Level Agreements. The metrics are set up as follows…  *Metric #: Metric Title*   1. Identification of: Critical Process / Customer Requirements 2. Identification of: Development Measurements 3. Identification of: Targets which the results can be scored against |

The Contractor shall capture these metrics as designed, and any additional metric presented from the State over the life of the contract.  In doing so, the Contractor shall facilitate and monitor the performance of all Service Level Agreements identified in **Exhibit B**.  The Contractor shall tabulate the actual Service Level Agreements outcome and present the actual results during each affiliated Quarterly Business Review (QBR). The Contractor shall not round up on any numerical numbers, percentages, etc. The data shall not be tabulated as an average; instead, the data must be represented as actual statistical information. The Contractor shall be allowed a ninety days (90) day grace period during the implementation phase of the contract to ramp up services, without scoring on the performance metrics. The Service Levels shown in this contract are still to be followed during the initial implementation phase of the contract but will not be scored.

In addition to the other terms and conditions of this Master Services Agreement, if the State deems that the Contractor has failed to meet the standards contained in the Service Level Agreement shown in **Exhibit B** or fails to meet any performance standard of a performance metric, the State reserves the right to ask the Contractor for a Corrective Action Plan (CAP). The State has the discretion to accept multiple Corrective Action Plans from the Contractor over the life of the contract, if deemed appropriate.

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

If the Contractor still has any issue associated with the Corrective Action Plan proposed, by the end of the timeline, the State shall obtain a credit of $5,000 from the Contractor in the form of a check with the supportive reporting model. At any point, the State has the right to invoke the Termination for Default clause.

The performance metrics are as follows:

**Metric #1 - Customer Service**

How many days it takes the Contractor to resolve a reported/know issue

* Date the issue was resolved from Date the issue was reported
* Performance Standard: Maximum of two (2) business days for resolution

The Target: Within 24 hours of notification

**Metric #2 - Security**

How many times has documents been left unsecured, lost, or stolen

* Number of occurrences
* Performance Standard: Zero (0) occurrences

The Target: Zero (0) occurrences

**Metric #3 – Destruction Specifications**

Provide accurate document of destruction certificates that meet the specifications described in the Contract.

* Total number of documents of destruction certificates received minus the total number of documents of destruction certificates with accurate specifications divided by the total number of documents of destruction certificates received.
* Performance Standard: 100%

The Target: 100%

**Metric #4 – Shredding Deviation Communication Timeliness**

How many days or hours it takes for communication to be sent to IDOA regarding Shredding Deviation.

* Time and Date the shredding specifications were not met minus the time and date the Contractor notified IDOA.
* Performance Standard: Within two 24 hours

The Target: 1 hour

**Metric #5 - Bin Repair / Replacement**

How many days it takes to replace and/or repair a damaged bin/console

* Date the damaged bin issue is resolved - Date damaged bin/console was reported
* Performance Standard: Within two (2) business days

The Target: Two (2) business days

**Metric #6 - Timeliness**

How many times has the Contractor showed up for a pick-up outside of the scheduled pick-up time with and without notice

* Number of times Contract is scheduled to pick up in 30-day timeframe – number of late (early) pick up. How many times was State Agency notified
* Performance Standard: 2%

The Target: 0%

**Metric #7 - No Call / No Show**

How many times has the Contractor not shown up for a scheduled pick-up and did not notify the State Agency

* Number of occurrences for no call / no show
* Performance Standard: Zero (0)

The Target: Zero (0)

**Metric #8 – Invoicing**

Contractor shall provide an invoice to each State agency each month on the agreed upon date

* (Total number of invoices received monthly – total number of accurate invoices received monthly) / Total number of invoices received monthly
* Performance Standard: 100%

The Target: 100%

**Metric #9 - Invoicing Errors**

Contractor shall provide invoicing free from clerical / numerical errors

* Date of notification – Date of receipt of corrected invoice
* Performance Standard: Two (2) business days

The Target: Within twenty-four (24) hours of notification

**Metric #10 - Reporting**

Contractor will provide standard reports monthly / quarterly

* Number of reports provided / Number of reports requested
* Performance Standard: 100%

The Target: 100%

**Metric #11 - Monthly Reporting Turn-around**

Contractor shall provide number of days from month end to provide the required standard reports

* Date of report receipt – First day of the month
* Performance Standard: Maximum of two (2) business days

The Target: Two (2) business days

**Metric #12 - Ad Hoc Reporting Turn-around**

Contractor shall provide ad hoc reporting as requested

* Date of request – Date of report receipt
* Performance Standard: Maximum of seven (7) business days

The Target: Three (3) business days

**Metric #13 - Certification**

Contractor shall maintain NAID certification through the life of the contract

* Copy of Certification
* Submit copy annually

The Target: Annual

RFP 22-68162 RFP 22-68162 Document Shredding Services

Exhibit D – Agency Sub-Agreement – Scope of Work

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

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

**Agency Department(s):**

**Facility Name and Address:**

**Agency Site Designee Contact Information:**

**Facility Hours of Operation:**

**Holidays observed not requiring shredding services:**

Standard State Holiday Schedule

**Description of Facility:**

**Scope of Work:**

**(*Please insert all tasks into a table as seen below, with a separate table for each area)***

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**Non-Collusion and Acceptance**

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

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

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Scope of Work by electronically submitting this Scope of Work to the State of Indiana. I understand that my signing and submitting this Scope of Work in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Scope of Work and this affirmation. I understand and agree that by electronically signing and submitting this Scope of Work in this fashion I am affirming to the truth of the information contained therein. I understand that this Scope of Work will not become binding on the State until it has been signed by the agency designee and the IDOA Vendor Contract Manager.

**Contractor: State of Indiana Agency:**

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

Signature: Signature:

Printed Name: Printed Name:

Title: Title:

Date: Date:

**Indiana Department of Administration**

IDOA Contract Manager

Date: