



STATE OF INDIANA

Request for Proposal 23-74658

INDIANA DEPARTMENT OF ADMINISTRATION

**On Behalf Of
Indiana Office of Technology (IOT)**

**Solicitation For:
IN.gov Web Portal**

**Response Part One, Submission Form Due Date and Time:
Tuesday, August 22nd by 3:00 PM ET**

**Response Part Two, Submission of Proposals by Flash Drive Due Date and Time:
Friday, August 25th by 4:30 PM ET**

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Section One General Information and Requested Products/Services

1.1 Introduction

In accordance with applicable Indiana Code provisions, Rules and Policies, the Indiana Department of Administration (IDOA), acting on behalf of the Indiana Office of Technology, requires operations management and enhancements for the State of Indiana's Web Portal (IN.gov) solution. It is the intent of IDOA to solicit responses to this solicitation in accordance with the statement of work, proposal preparation section, and specifications contained in this document. This solicitation is being posted to the IDOA Bidding Opportunities website, at <https://www.in.gov/idoa/procurement/current-business-opportunities/> for downloading. Neither this solicitation nor any response (proposal) submitted hereto are to be construed as a legal offer.

1.2 Definitions and Abbreviations

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

Terms and Abbreviations	Description
ACH	ACH refers to electronic payments created when a customer authorizes a debit transaction directly from the customer's checking or saving account for the purpose of bill payment.
ADA	Federal Americans with Disability Act
AES	Advanced Encryption Standard
AOC	Attestation of Compliance
API	Application Programming Interface
ASP	Application Service Provider
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
Baseline Services	Services performed by the Contractor as part of the negotiated fixed fee portion of the contract.
BMV	Bureau of Motor Vehicles, an Indiana State Agency
BSD	Business Services Division of the Indiana Secretary of State, an Indiana State Agency
CHE	Commission for Higher Education, an Indiana State Agency

CIS CSC	Center for Internet Security Critical Security Controls
CIPP/US	Certified Information Privacy Professional certification
CMS	Content Management System
CO	Change Order
Contractor	Any successful respondent selected as a result of the procurement process to deliver the products and services requested by this RFP. Also referred to as Vendor.
Core Website	The central website of the web portal (http://www.in.gov/core)
CRAC	Computer Room Air Conditioning
CPU	Central Processing Unit
CWE	Common Weakness Enumeration
DIA	Direct Impact Agency
DISTA	Defense Information Systems Agency
DMZ	DeMilitarized Zone, a physical or logical subnet that separates protected networks from other untrusted networks; perimeter networks or screened subnetworks
Domain	Website name
DOL	Indiana Department of Labor, an Indiana State Agency
DOR	Department of Revenue, an Indiana State Agency
DoS	Denial of Service
DDoS	Distributed Denial of Service, a cyber-attack in which the perpetrator attempts to overwhelm a server with excessive traffic
Downtime	Unavailability to the system based on third party tools
DR	Disaster Recovery
DSS	Data Security Standard
DWD	Department of Workforce Development, an Indiana State Agency
EA	Enterprise Architecture
EFT	Electronic Funds Transfer
Escalation List	A list maintained by the Contractor which will set escalation paths for handling issues
ESB	Enterprise Service Bus, which implements a communication system between mutually-interacting applications in a service-oriented architecture
FIM	File Integrity Monitoring, a required feature for data center monitoring tools to track file changes, network traffic to and from the server, and user access to the servers
FSSA	Family and Social Services Administration, an Indiana State Agency

FTE	Full Time Equivalent - The State defines FTE as a measurement of an employee's productivity on a specific project or contract. One (1) FTE equals one (1) legal resident or citizen of the United States fully engaged in the execution of activities or services germane to the scope of work included in this solicitation and the resulting contract; forty (40) hours a week, fifty-two (52) weeks a year.
FTI	Federal tax information
Gantt chart	A tool used to chart progress on a project schedule
HIPAA	Health Insurance Portability and Accountability Act of 1996, Title II, Administrative Simplification
HITECH	Health Information Technology for Economic and Clinical Health
“Hot” backup capabilities	A fully functional backup site with important data already incorporated, allowing for fast deployment in the case that a disaster recovery is necessary
HVAC	Heating, Ventilation, and Air Conditioning
IAC	Indiana Administrative Code
IASE	Information Assurance Support Environment
IC	Indiana Code
IDOA	Indiana Department of Administration, an Indiana State Agency
IDOI	Indiana Department of Insurance, an Indiana State Agency
IDS	Intrusion Detection System
Implementation	The successful implementation of IN.gov management services as specified in the contract resulting from this RFP
IN.gov	The portal for most Indiana online government services
IaaS	Infrastructure as a Service, a type of cloud computing service offering essential computing, storage, and network resources
Installation	The delivery and physical setup of products or services requested in this RFP
IOT	Indiana Office of Technology, an Indiana State Agency
IPS	Intrusion Prevention System
ISDH/IDOH	Indiana State Department of Health (including Vital Records), an Indiana State Agency
ISF	Information Security Framework
ISP	Indiana State Police, an Indiana State Agency
ISO/IEC	International Organization for Standardization/International Electrotechnical Commission
Key Personnel	Employees with key responsibilities as set by the Contractor in their Organization Chart and Staffing Plan. Key Personnel shall be located in a

	single office environment within one mile of the Government Center in downtown Indianapolis, IN.
LAN	Local Area Network
NACHA	ACH Network Administrator - Administers and facilitates private-sector operating rules for ACH payments which define the roles and responsibilities of financial institutions and other ACH Network participants
NIST	National Institute of Standards and Technology
NOC	Network Operations Center
Non-Disclosure Agreements	A legally binding contract establishing confidentiality
OS	Operating System
Other Governmental Body	An agency, a board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: <ol style="list-style-type: none"> 1. A political subdivision 2. A state educational institution
OWASP	Open Web Application Security Project
PCI	Payment Card Industry
PCI DSS	Payment Card Industry Data Security Standard
PHI	Protected Health Information
PIA	Privacy Impact Assessment
PLA	Indiana Professional Licensing Agency, an Indiana State Agency
PII	Personally Identifiable Information
PIRP	Privacy Incident Response Plan
PaaS	Platform as a Service, a type of cloud-computing service supporting a complete development and deployment environment in the cloud
PM	Project Manager
Political Subdivision	As defined in IC 36-1-2-13, any municipal corporation or special taxing district (including school corporations, municipal corporations, legislative body, taxing district, town, township, and unit).
POS	Point of Sale
PRA	Privacy Risk Assessment
Products	Tangible goods or manufactured items as specified in this RFP
Program	Refers to all aspects of managing and developing the IN.gov portal
Proposal	An offer as defined in IC 5-22-2-17
QA	Quality Assurance

QPA	Quantity Purchase Agreement
RACI Diagram	Project management tool used to map out project stakeholders and their level of involvement in each task
Recovery Point Objective	The maximum amount of data that can be lost after disaster recovery before data loss exceeds what is acceptable to an organization
Recovery Time Objective	The maximum length of time that a system can be down or be in recovery without compromising the system's operations and goals
Respondent	An offeror as defined in IC 5-22-2-18. The State will not consider a proposal responsive if two or more offerors submit a joint or combined proposal. One entity or individual must be clearly identified as the Respondent who will be ultimately responsible for performance of the contract
RFP	Request for Proposal
RFQ	Request for Quote
ROC	Report on Compliance
RSA	Vendor - in the security division of EMC
SANS	SANS (System Admin, Audit, Network, and Security) Institute; private U.S. for-profit company founded in 1989 that specializes in information security and cybersecurity training
Section 508	Section 508 requires that all website content be accessible to people with disabilities. This applies to Web applications, Web pages and all attached files on the intranet, as well as, internet.
SEIM	Security Event and Incident Management, the process of monitoring and analyzing security events and incidents in real time to understand a system's security status
Services	Work to be performed as specified in this RFP
SLA	Service Level Agreement
SOC	Service Organization Control
SaaS	Software as a Service, a type of cloud-computing service providing application hosting and support
SOP	Standard Operating Procedure
SOS	Indiana Secretary of State, an Indiana State Agency
SOW	Statement of Work document prepared for every new application, or enhancement to an existing application, to be developed by the Contractor using Fixed Fee staff
SOX	Sarbanes Oxley Act (federal act passed in 2002 with bipartisan congressional support to improve auditing and public disclosure in response to several accounting scandals in the early-2000s)

SQL Server Databases	Structured Query Language Server Databases, used to house a collection of tables storing a specific set of structured data for the system
SSAE	Statement on Standards for Attestation Engagements
SSL	Secure Socket Layer
SSO	Single Sign-On Enterprise Authentication standard
State	State of Indiana
State Agency	“State agency” as used in this contract means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, judicial, and legislative departments of State government
State Entity User	Any State Agency, Other Governmental Body, and Bodies Corporate and Politic that have access to and elects to use the contract
Stateful	Capable of maintaining the status of a process or transaction, as well as continuity from session to session
STIG	Security Technical Implementation Guides
Subcontractor	Companies and/or employees employed by the Contractor to provide goods or services for the contract.
Task Order	A form used to document project requests that fall under Future Work Services
T&M	Work billed on a Time and Materials basis, also referred to as Variable Services
TDES	Triple Data Encryption Algorithm (applied to data standard)
Third-Party Applications	Applications developed by someone other than the Contractor or its subcontractors or affiliates
Third-Party Portal Managed Applications	Applications developed by someone other than the Contractor or its subcontractors or affiliates which are managed by the Contractor as part of the Web Portal program
Third-Party State Entity User Managed Applications	Applications developed by someone other than the Contractor or its subcontractors or affiliates which are managed by a State Entity User as part of their online services
TLS	Transport Layer Security
TO	Task Order, a document prepared for project requests that fall under Future Work Services and contractor services falling outside Baseline Services
TPE	Transaction Processing Engine - Third-party proprietary payment engine software used to perform transactions and account inquiries

UI	User Interface
UPS	Uninterruptible Power Supply
Uptime	Measure of system reliability recording how long the system has been working and available
URL	Website address, formally known as Uniform Resource Locator
US CERT	United States Computer Emergency Readiness Team
UAT	User Acceptance Testing
User Story	An informal description of the features of a software system written by an end user
Variable Services	Contractor services initiated as a Task Order (TO) and performed on a Time and Materials basis
Vendor	Any successful respondent selected as a result of the procurement process to deliver the products and services requested by this RFP
VESDA	Very Early Smoke Detection Apparatus
VPN	Virtual Private Network
WAI	Web Accessibility Initiative
WAF	Web Application Firewall
“Warm” backup capabilities	A backup site configured with storage and servers, but which may need data imported before it can be deployed for disaster recovery
WCAG	Web Content Accessibility Guidelines

1.3 Vision of the Solicitation

The State of Indiana is preparing for the future in multiple ways. One major step that will be foundational to support the future vision and strategy for the State will be through our IN.gov web presence and the way we connect services to our constituents. To achieve the highest level of success today and for the future, IOT would like to find a solution partner that can truly partner alongside the State to ensure that Indiana remains at the forefront of digital government experience and continuously improves to keep up with the everchanging technology landscape.

What does that mean? Similar to our commercial counterparts, the State of Indiana has a strong focus on serving and supporting our constituents that consume government services. This is imperative to ensure that they have access to the various services that they need, often in times of despair, and can consume them in as simple a manner as possible. Accomplishing this is not possible without the State having a solid web presence and digital framework that allows our partner agencies and administration to connect with constituents, provide accurate information on available services, process requests for those needed services and support transparency for research and policy focused requirements.

This RFP will be paramount in ensuring that the State is able to continue meeting these goals and do it in an effective and secure manner that allows the State to reach its stakeholders through multiple mediums (web, voice, chat) consistently and accurately. Since we last procured the services in this RFP, the landscape of digital government and digital experience have changed significantly, and the State of Indiana realizes that we must accept that change and adapt and adopt to the new world of digital engagement. Our citizens rely on that. Our businesses rely on that. Our elected officials rely on that. And our state policy makers rely on that.

All that said, the primary goals of this RFP are to find a true, trusted vendor partner that:

1. Can support our digital journey and prepare the State for continued future growth and development;
2. Can provide industry proven leadership, best practices and recommendations for continuous improvement across the State's digital footprint;
3. Can provide day-to-day operational support of the technology infrastructure that supports the states full digital footprint for web services;
4. Can identify revenue generating opportunities that support the enhanced access to government services at multiple levels;
5. Can prioritize the constituent experience and deliver technology that connects services in a way that is meaningful.

The selected partner for this solicitation will likely be very influential in shaping the digital presence and footprint for state government services for years to come. As such, we need vendor partners that understand the importance of strategy, design, engagement, as well as technology, to help ensure our success.

1.4 Summary Scope of Work

1.4.1 Introduction

The State of Indiana, through the Department of Administration, is requesting proposals for maintenance and operation services in support of the State Web Portal (IN.gov) hereto forward referred to as the IN.gov Web Portal unless expressly stated otherwise. The State is seeking to contract with a full-service Respondent(s) to provide the services necessary to continue Web Portal operations as they stand today and expand such services to meet future needs.

The State's Web Portal within IOT's IN.gov program, has been in existence for over twenty-five years. The current IN.gov program includes more than 250 State websites, 60+ Local websites and 150 online services. The current Contractor provides state Web Portal operations management, including datacenter hosting, website production, and outward facing web-based application development. Respondents shall be required to provide executive oversight, business analysis, project management, design, development, quality assurance, security monitoring, and customer service in support of the IN.gov program. Several third-party applications are utilized for the management of the Web Portal. It is the State's desire that future Contractor(s) shall be fully responsible for securing, providing and maintaining all third-

party required applications in support of the IN.gov program. It should be noted that Payment Processing services have been removed from the scope of work and are currently provided under separate QPA contracts. The awarded Respondent shall be responsible for any necessary integrations with the Payment Processing vendor that are required for the collection and disbursement of fees under the resulting contract. Services shall also be offered to State Agencies, Other Governmental Body, and Bodies Corporate and Politic that have access to and elect to use the contract.

In general, there are four areas under which the Contractor services shall be delivered: Baseline Services, Continuous Improvement Hours, Future Work, and Political Subdivision Inclusions. Baseline Services include services and operations designed to support the ongoing operations of the Contractor provided/managed computing environments and solutions inclusive of all minor and major upgrades, third party applications, and personnel. Continuous Improvement Hours include minor alterations and enhancements to infrastructure and application elements within the scope of Baseline Services. Future Work includes design, development, testing, and deployment of new applications, capabilities, or significant application or capabilities enhancements not included in Baseline Services but within scope of this RFP. Political Subdivision Inclusions are services that are to be offered to Political Subdivisions as either a part of the fixed fee Baseline Services or offered to Political Subdivisions at mutually agreed upon pricing.

1.4.2 Current Purchasing Profile

In aggregate, the State has spent approximately \$36,373,506.43 on Web Portal Baseline Services and Time and Materials / Future Work from State Fiscal Years 2019 - 2022. A detailed breakdown can be found below. Since these figures are based on past usage and may fluctuate up or down, the State is not in a position to guarantee that future spending will be at these levels. Nevertheless, this amount is provided as an aid to Respondents in responding to this RFP.

Four-Year Spend by Fiscal Year and Area

<i>Area</i>	FY19	FY20	FY21	FY22	Total
Baseline Services	\$6,392,479.73	\$6,395,176.06	\$6,380,041.47	\$6,261,559.41	\$25,429,256.67
Time and Materials / Future Work	\$2,492,301.50	\$2,772,797.44	\$1,355,029.52	\$4,324,121.30	\$10,944,249.76
Total	\$8,884,781.23	\$9,167,973.50	\$7,735,070.99	\$10,585,680.71	\$36,373,506.43

These figures are only an estimate and are not to be construed as an amount to be offered under this RFP. When completing Minority and Women’s Business Enterprises Participation Plan Form (Attachment A), the Indiana Economic Impact Form (Attachment C) and IVOSB Participation Plan Form (Attachment A1) please use the TOTAL ANNUAL PROPOSED PRICE - Initial Contract Term (cell G11 within Attachment D, Cost Proposal>Tab C2., Baseline Services Tab) as the “Total Bid Amount” when completing these forms.

1.4.3 Scope of Work

The detailed specifications and requirements can be found in Attachment J – Scope of Work.

1.5 Solicitation Outline

The outline of this solicitation document is described below:

Section	Description
Section One – General Information and Requested Products or Services	This section provides an overview of the solicitation, general timelines for the process, and a summary of the products/services being solicited by the State/Agency via this solicitation
Section Two – Proposal Preparation Instruction	This section provides instructions on the format and content of the solicitation including an Executive Summary, Business Proposal, Technical Proposal, and a Cost Proposal
Section Three – Proposal Evaluation Criteria	This section discusses the evaluation criteria to be used to evaluate Respondents’ proposals
Attachment A	M/WBE Participation Plan Form
Attachment A1	IVOSB Participation Plan Form
Attachment B	Sample Contract
Attachment B1	IOT Additional Terms and Conditions -Infrastructure as a Service Engagements (IaaS)
Attachment B2	IOT Additional Terms and Conditions -Platform as a Service Engagements (PaaS)
Attachment B3	IOT Additional Terms and Conditions -Software as a Service Engagements (SaaS)
Attachment C	Indiana Economic Impact Form

Attachment D	Cost Proposal Template
Attachment E	Business Proposal Template
Attachment F	Technical Proposal Template
Attachment G	Q&A Template
Attachment H	Reference Check Form
Attachment I	Minimum Requirements for Responsiveness
Attachment J	Scope of Work
Attachment K	Assistive Technology Compliance Evaluation Form
Attachment L	Service Level Agreements
Attachment M	IOT Cloud Provider Questionnaire
Attachment N	Resource Usage Matrix
Attachment O	Attestation Form
Attachment P	Pre-Proposal Network Opportunities Solicitation Interest Form
Attachment Q	Intent to Respond Form
Attachment R	Bidders' Library Exhibits

1.6 Pre-Proposal Conference

A pre-proposal conference will be held at the date, time and virtual location specified in [Section 1.24](#). At this conference, potential respondents may ask questions about the solicitation and the solicitation process. Respondents are reminded that no answers issued verbally at the conference are binding on the State and any information provided at the conference, unless it is later issued in writing, also is not binding on the State.

The pre-proposal conference provides an opportunity for potential Prime Contractors and potential Subcontractors to connect. The State strongly encourages potential Prime Contractors and potential Subcontractors to complete and submit **Attachment P** directly to rfp@idoa.in.gov no later than the time and date outlined in [Section 1.24](#). Compiled company contact information will be posted to the solicitation website to allow networking to take place among the vendor community. Though **Attachment P** is not required, the State encourages its use.

1.7 Question/Inquiry Process

There will be three rounds of questions/inquiries. All questions/inquiries regarding this solicitation must be submitted by the dates and times outlined in [Section 1.24](#). Questions/Inquiries may be submitted in **Attachment G**, Q&A Template, via email to rfp@idoa.IN.gov and must be received by the time and date indicated in [Section 1.24](#). Attachment G may be used for Round #1, Round #2, and Round #3 questions/inquiries. Round #3 questions/inquiries may pertain only to the updates made to the RFP and related attachments as outlined in Addendum #3. Questions/inquiries not within the scope of Addendum #3 will not be answered or will be answered at the sole discretion of IDOA and as such proposals cannot be contingent upon receipt of responses to those questions/inquiries.

The subject line of the email submissions must clearly state the following:
“RFP 23-74658 Questions/Inquiries – [INSERT COMPANY NAME]”.

Following the question/inquiry due date, Procurement Division personnel will compile a list of the questions/inquiries submitted by all Respondents, redacting the name of the company who submitted the question. The responses will be posted to the IDOA website according to the timetable established in [Section 1.24](#). Only answers posted on the IDOA website will be considered binding and valid by the State. No Respondent shall rely upon, take any action, or make any decision based upon any verbal communication with any State employee.

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

1.8 Due Date for Proposals

All proposals must be submitted through a two-part process. Both deadlines must be met for a response to be complete. Part one, the Submission Form is due as set forth in [Section 1.24](#).¹ Proposals will be disqualified if the Submission Form is received after the expiration of the first deadline. Part two, the receipt date for Proposals on Flash Drives, is as set forth in [Section 1.24](#). Proposals will be disqualified if Flash Drives are received after their deadline. The awarded proposal **will be posted on the IDOA Award Recommendations website, at** <https://www.in.gov/idoa/2462.htm>.

The Submission Form is available at <https://www.in.gov/idoa/procurement/current-business-opportunities>. Complete the form in its entirety. The sourcing number and IDOA Procurement Lead information is available on the title page of this document. The Executive Summary and completed **Attachment O**, Attestation Form are to be attached to the Submission Form.

¹ The date and time stamp generated by the State system indicating receipt of the Submission Form shall be considered the official time stamp for this RFP. See 1.24 Summary of Milestones for the due date and time.

The Flash Drive(s) should be sent using the address information below:

Syed Mohammad – RFP 23-74658
Indiana Department of Administration
Procurement Division
402 West Washington Street, Room W468
Indianapolis, IN 46204

- Each Respondent must submit at least one original Flash Drive but if more are needed, that is acceptable.
- The proposal must follow the format indicated in [Section Two](#) of this document. No other method of submission will be accepted.
- Unnecessarily elaborate brochures or other presentations, beyond those necessary to present a complete and effective proposal, are not desired.
- No more than one proposal per Respondent may be submitted.
- Responses not submitted by the deadlines will not be considered; nor will sending it via email or hand delivery be viable alternatives.
- The State will not provide confirmation of receipt of Flash Drives. If that is desired, the Respondent should select a shipping method that will offer confirmation of receipt.
- The State accepts no obligations for costs incurred by Respondents in anticipation of being awarded.
- All communication, unless stated otherwise in this document, should be directed to the IDOA staff member on the title page of this solicitation. If communication is had with any other staff member, the **Respondent may disqualify themselves from further consideration.**

1.9 **Modification or Withdrawal of Offers**²

Responses may be modified by Respondents until the time and date the response is due. The Respondent's authorized representative may withdraw the proposal prior to the due date by sending notice to the address listed above in Section 1.8.

1.10 **Pricing**

Pricing on this solicitation must be firm and remain open for a period of not less than one hundred eighty (180 days) from the date of award issuance. Any attempt to manipulate the format of the document, attach caveats to pricing, or submit pricing that deviates from the current format will put your proposal at risk of being removed from consideration.³

² Please note if the State elects to cancel the solicitation, all submitted responses would remain confidential, until the replacement solicitation is concluded, and an Award Recommendation made.

³ Making modifications to the Cost Proposal could result in the proposal being removed from consideration.

Please refer to the Cost Proposal sub-section under [Section Two](#) for a detailed discussion of the proposal pricing format and requirements.

1.11 Proposal Clarifications

The State may request clarifications, in writing, on proposals submitted. These clarifications could include, but are not limited to, request for additional information, or request for Cost or Technical proposal revision. Additionally, in conducting clarifications, the State may use information derived from proposals submitted by competing Respondents only if the identity of the Respondent providing the information is not disclosed to others. The State will provide equivalent information to all Respondents which have been chosen for clarifications.

A sample contract is provided in **Attachment B**. Additional exhibits, outlining the State's Cloud Terms and Conditions are also contained in Attachments B1, B2 and B3, respectively Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS), and Software-as-a-Service (SaaS). These additional exhibits are applicable to any vendor proposing a Cloud Computing service. Any requested changes to the sample contract or additional exhibits must be submitted with your response (See [Section 2.3.6](#) for details). The State may reject any of these requested changes. It is the State's expectation that any material elements of the contract will be substantially finalized prior to contract award.

1.12 Best and Final Offer (BAFO)

The State may request best and final offers from those Respondents determined by the State to be reasonably viable for contract award. However, the State reserves the right to award a contract based on initial proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint.

Following evaluation of the best and final offers, the State may select for final contract negotiations/execution the offer(s) that are most advantageous to the State.

1.13 Reference Site Visits

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

1.14 Type and Term of Contract

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

The term of the contract shall be for a period of four (4) years from the date of contract execution. There may be two (2) two-year renewals for a total of eight (8) years at the State's option.

1.15 Confidential Information

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et seq.*, and, after the contract award, the entire solicitation file will be posted on the IDOA website and may be viewed and copied by any member of the public, including news agencies and competitors. The responses are deemed to be "public records" unless a specific provision of IC 5-14-3 protects it from disclosure. Respondents claiming a statutory exception to the APRA **must indicate so per Attachment O** which specific provision applies to which specific part of the response.

Please note citing "Confidential" on an entire section is not sufficient or acceptable.

The Public Access Counselor (PAC) provides guidance on APRA. Respondents are encouraged to read guidance from the PAC on this topic as this is the guidance IDOA follows:

- [18-INF-06; Redaction of Public Procurement Documents Informal Inquiry](#)

If the Respondent does not identify the statutory exception, the Procurement Division will not consider the submission confidential. The State also may seek the opinion of the PAC for guidance.

1.16 Taxes

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

1.17 Procurement Division Registration

In order to submit a proposal per [Section 1.8](#), Respondents must be registered as a bidder with the Department of Administration, Procurement Division.

At Bidder Profile Registration, <https://www.in.gov/idoa/procurement/supplier-resource-center/requirements-to-do-business-with-the-state/bidder-profile-registration/> the following may be completed.

- To register, follow instructions provided in Section 2.3.8.
- If registered, a Bidder ID # list is available to complete the Submission Form per Section 2.1.

1.18 Secretary of State Registration

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

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

1.19 Compliance Certification

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

1.20 Equal Opportunity Commitment

It has been determined that there is a reasonable expectation of minority, woman, and Indiana veteran business enterprises subcontracting opportunities on a contract awarded under this solicitation. Therefore, a contract goal of 8% for Minority Business Enterprises, 11% for Woman Business Enterprises, and 3% for Indiana Veteran Owned Small Businesses has been established.

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

1.21 Minority & Women Business Enterprises Subcontractor Commitment (MWBE)

Indiana Code 4-13-16.5 and 25 IAC 5 governs the Division of Supplier Diversity program as it relates to the certification, oversight, and responsibilities around the certified Indiana Minority and/or Women Business Enterprises (MWBE). As stated in [Section 1.20](#), there is a commitment goal for this solicitation. The MWBE Subcontractor Commitment form is **Attachment A**. The MWBE Subcontractor Commitment Form is to be submitted as a part of the Respondent's proposal. In order for the Subcontractor commitment to result in evaluation points for the

Respondent, the entity must be on the State of Indiana Certified M/W/IVOSB list at <https://www.in.gov/idoa/mwbe>.

If participation is met through the use of Subcontractors, the Respondent must provide the scope of work of the products and/or services to be provided by the Subcontractor(s). This must include explanation of whether the products and/or services are to be utilized directly by the Respondent and/or directly by the State, a description of the process through which the products/services will be received and applied to the benefit of the contract, the deliverable requirements as agreed upon between the Contractor and Subcontractor, and the cost of supplies being utilized by the Respondent for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The amount entered in “**TOTAL BID AMOUNT**” should match the amount entered in the **Attachment D**, Cost Proposal Template TOTAL ANNUAL PROPOSED PRICE - Initial Contract Term (cell G11 within Attachment D, Cost Proposal>Tab C2., Baseline Services Tab). The MBE and/or WBE Subcontractor amount and Subcontractor percentage is based on the initial four-year term of the contract for scoring purposes only. The overall committed Subcontractor percentage shall be sustained throughout the life of the contract including any time after the initial term.

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

Prime Contractors must ensure that the proposed Subcontractors meet the following criteria:

- Must be on the State of Indiana Certified M/W/IVOSB list at <https://www.in.gov/idoa/mwbe>, **on or before** the proposal due date.
- Prime Contractor must include with their proposal the Subcontractor’s M/WBE Certification Letter provided by IDOA to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE, or IVOSB (see Section 1.22).
- A Prime Contractor who is an MBE or WBE must meet Subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement. See 25 IAC 5-6-2(d))
- **Must serve a Valuable Scope Contribution (VSC). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**
- Must provide goods or services only in the industry area for which it is certified.
- Must be used to provide the goods or services specific to the contract.
- National Diversity Plans are generally not acceptable.

MINORITY & WOMEN’S BUSINESS ENTERPRISES SUBCONTRACTOR LETTER OF COMMITMENT (MWBE)

A signed letter(s), on company letterhead, from the MBE(s) and/or WBE(s) must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its Subcontract amount, a description of

products and/or services to be provided on this project and approximate date the Subcontractor will perform work on this contract. For scoring purposes, the MBE and/or WBE Subcontractor amount and Subcontractor percentage is based on the initial term of the contract. However, the Subcontractor commitment shall apply to the life of the contract including any time after the initial term.

The State may deny evaluation points if the letter(s) is/are not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the “**TOTAL BID AMOUNT**” and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the proposal, the Respondent acknowledges and agrees to be bound by the rules and requirements of the State’s Division of Supplier Diversity. Questions about those rules and requirements should be directed to: Division of Supplier Diversity at (317) 232-3061 or the Supplier Diversity website at <https://www.in.gov/idoa/mwbe>.

MINORITY & WOMEN’S BUSINESS COMPLIANCE (MWBE)

If awarded the contract with MWBE Subcontractor participation, the Respondent will be required to report payments made to Division of Supplier Diversity certified Subcontractors under the Contract monthly using the online audit tool, commonly referred to as “Pay Audit.” The Contractor should also notify Subcontractors that they must confirm payments received from Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA Pay Audit System webpage at www.in.gov/idoa/mwbe/payaudit.htm.

Further, a copy of each Subcontractor agreement must be submitted to IDOA’s Division of Supplier Diversity within thirty (30) days of the effective date of this contract. The contracts may be uploaded into Pay Audit, emailed to MWBECompliance@idoa.IN.gov; or mailed to Division of Supplier Diversity Compliance 402 W. Washington Street, Indianapolis IN 46204. Failure to provide a copy of any Subcontractor agreement or failure to meet these commitments could be considered a material breach of this contract and result in sanctions per 25 IAC 5.

Any changes to this information during the term of the contract must be approved by Division of Supplier Diversity Compliance at MWBECompliance@idoa.IN.gov.

1.22 Indiana Veteran Owned Small Business Subcontractor Commitment (IVOSB)

In accordance with IC 5-22-14 and 25 IAC 9, it has been determined that there is a reasonable expectation of Indiana Veteran Owned Small Business subcontracting opportunities on a contract awarded under this solicitation. The IVOSB Subcontractor Commitment form is **Attachment A1**. The IVOSB Subcontractor Commitment Form is to be submitted as a part of the Respondent’s proposal. In order for the Subcontractor commitment to result in evaluation

points for the Respondent, the entity must be on the State of Indiana Certified M/W/IVOSB list at <https://www.in.gov/idoa/mwbe>.

If participation is met through the use of Subcontractors, the Respondent must provide the scope of work of the products and/or services to be provided by the Subcontractor(s). This must include explanation of whether the products and/or services are to be utilized directly by the Respondent and/or directly by the State, a description of the process through which the products/services will be received and applied to the benefit of the contract, the deliverable requirements as agreed upon between the Contractor and Subcontractor, and the cost of supplies being utilized by the Respondent for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The amount entered in “**TOTAL BID AMOUNT**” should match the amount entered in the **Attachment D**, Cost Proposal Template TOTAL ANNUAL PROPOSED PRICE - Initial Contract Term (cell G11 within Attachment D, Cost Proposal>Tab C2., Baseline Services Tab). The IVOSB subcontractor amount and Subcontractor percentage is based on the initial four-year term of the contract for scoring purposes only. The overall committed Subcontractor percentage shall be sustained throughout the life of the contract including any time after the initial term.

If the Respondent to the solicitation is an IVOSB certified entity, the letter confirming same should be submitted with their response. The Respondent has the responsibility to alert IDOA of their certification. The IVOSB Respondent will receive the total points for the IVOSB evaluation criteria per [Section 3.2.7](#). Additional IVOSB Subcontractors must be included if the IVOSB Respondent is seeking the additional bonus point.

The IVOSB Respondent must list their **company contact information only** on the IVOSB Subcontractor Commitment Form.

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

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

- Must be listed on Federal Center for Veterans Business Enterprise VETBIZ at <https://www.vetbiz/va/gov/vip/> under INDIANA, or listed at State of Indiana Certified M/W/IVOSB list at <https://www.in.gov/idoa/mwbe>, **on or before** the proposal due date
- Prime Contractor must include with their proposal the Subcontractor’s veteran business Certification Letter provided by either IDOA or Federal Govt. VETBIZ at <https://www.vetbiz/va/gov/vip/>, to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE (see Section 1.21) or IVOSB
- IVOSB must have a Bidder ID (see [Section 2.3.8](#) - [Department of Administration, Procurement Division](#)).
- A Prime Contractor who is an IVOSB can count their own workforce or companies to

meet this requirement. See IAC 25-9-4-1 (c).

- **Must serve a Valuable Scope Contribution (VSC). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**
- Must provide goods or services only in the industry area for which it is certified as listed in the VETBIZ federal registry, at <https://www.vetbiz/va/gov/vip/> under INDIANA or at State of Indiana Certified M/W/IVOSB list at <https://www.in.gov/idoa/mwbe>.
- Must be used to provide the goods or services specific to the contract.

INDIANA VETERAN OWNED SMALL BUSINESS SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the IVOSB must accompany the IVOSB Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the IVOSB of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the Subcontractor will perform work on this contract. For scoring purposes only, the IVOSB Subcontractor amount and Subcontractor percentage is based on the initial term of the contract. However, the Subcontractor commitment shall apply to the life of the contract including any time after the initial term.

The State may deny evaluation points if the letter(s) is/are not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the **“TOTAL BID AMOUNT”** and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the proposal, the Respondent acknowledges and agrees to be bound by the rules and requirements of the State’s IVOSB Program. Questions about those rules and requirements should be directed to: Division of Supplier Diversity at indianaveteranspreference@idoa.in.gov, (317) 232-3061 or the Supplier Diversity website at <https://www.in.gov/idoa/mwbe>.

INDIANA VETERAN OWNED SMALL BUSINESS COMPLIANCE (IVOSB)

If awarded the contract with IVOSB Subcontractor participation, the Respondent will be required to report payments made to Division of Supplier Diversity certified Subcontractors under the Contract monthly using the online audit tool, commonly referred to as “Pay Audit.” The Contractor should also notify Subcontractors that they must confirm payments received from Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA Pay Audit System webpage at www.in.gov/idoa/mwbe/payaudit.htm.

Further, a copy of each Subcontractor agreement must be submitted to IDOA’s Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The contracts may be uploaded into Pay Audit, emailed to MWBECompliance@idoa.IN.gov; or mailed to Division of Supplier Diversity Compliance 402 W. Washington Street, Indianapolis IN

46204. Failure to provide a copy of any Subcontractor agreement or failure to meet these commitments could be considered a material breach of this Contract and result in sanctions.

Any changes to this information during the term of the contract must be approved by Division of Supplier Diversity Compliance at MWBECompliance@idoa.IN.gov.

1.23 Americans with Disabilities Act

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

1.24 Summary of Milestones

The following timeline is only an illustration of the solicitation process. Not all the dates below are binding.⁴ Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change. At the conclusion of the evaluation process, all Respondents will be informed of the evaluation team's findings.

Key Dates	
Activity	Date
Issue of solicitation	Wednesday, May 10, 2023
Pre-Proposal Conference	Wednesday, May 24, 2023 at 1:00 PM Eastern Time https://indiana.webex.com/indiana/j.php?MTID=m7595fe1ef667dc1b2c6dfc2e229e4a54 Meeting number (access code): 2303 624 0878 Meeting password: TDwRvhrm722
Deadline to Submit Pre-Proposal Network Opportunities Form	Wednesday, May 24, 2023 by 3:00 PM Eastern Time
Deadline to Submit Written Questions Round #1	Wednesday, May 31, 2023 by 3:00 PM Eastern Time
Response to Round #1 of Written Questions/Amendments	Wednesday, June 14, 2023 by 3:00 PM Eastern Time

⁴ Submission of the Submission Form, Proposals on Flash Drives and Reference Check Forms to State ARE binding and not subject to change.

Deadline to Submit Written Questions Round #2	Wednesday, June 21, 2023 by 3:00 PM Eastern Time
Response to Round #2 of Written Questions/Amendments	Friday, July 21, 2023 by 3:00 PM Eastern Time
Deadline to Submit Written Questions Round #3	Wednesday, July 26, 2023 by 3:00 PM Eastern Time
Response to Round #3 of Written Questions / Amendments	Friday, August 4, 2023 by 3:00 PM Eastern Time
Deadline to Submit Intent to Respond Form	Wednesday, August 9, 2023 by 3:00 PM Eastern Time
Submission process Part one: Submission Form and Required Attachments (see footnote 4.)	Tuesday, August 22, 2023 by 3:00 PM Eastern Time
Submission process Part two: Submission of Proposals on Flash Drive(s) (see footnote 4.)	Friday, August 25, 2023 by 4:30 PM Eastern Time
Submission of Reference Check Forms to State (see footnote 4.)	Friday, August 25, 2023 by 3:00 PM Eastern Time
<i>The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.</i>	
Proposal Evaluation	TBD
Proposal Discussions/Clarifications (if necessary)	TBD
Oral Presentations (if necessary)	TBD
Best and Final Offers (if necessary)	TBD
Award Recommendation	December 2023

1.25 Evidence of Financial Responsibility (25 IAC 1.1-1-5)

If the contract is greater than One Million Dollars (\$1,000,000.00), financial surety or protection may be required. This will require the successful bidder to submit evidence of financial responsibility prior to submission of a fully executed contract. The evidence of financial responsibility shall not exceed 10% of the contract price. If the section is deleted for more an \$1,000,000 resulting contract, the agency must provide documentation to IDOA of their desire to remove it. This should include the reasoning behind that decision.

1.26 Conflict of Interest

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

1.27 Procurement Protest Policy

The State’s procurement protest policy can be found at <https://www.in.gov/idoa/files/ProcurementProtestPolicy.pdf>. Per the policy, there are two periods of protest allowable for the solicitation:

- Specifications Protest - written letter of protest regarding inadequate, unduly restrictive, or ambiguous requirements or specifications must be received by IDOA by the close of business not less than ten (10) business days (as defined by the State work calendar) prior to the proposal due date.
- Award Recommendation Letter Protest - written letter of protest regarding the procurement methods and/or procedures used during the procurement process must be received by IDOA by the close of business within five (5) business days (as defined by the State work calendar) after the date of the Award Recommendation Letter.

Additional details as to the required content in the letter and the steps involved in a protest can be found in the State’s Procurement Protest Policy at <https://www.in.gov/idoa/files/ProcurementProtestPolicy.pdf>.

1.28 Intent to Respond Form

Each Respondent is requested to provide a letter of intent indicating their intention to respond to this RFP. **This letter must be on company letterhead and signed by the Respondent’s authorized representative.** If the Respondent subsequently decides not to bid after submitting this letter of intent, there are no ramifications. **Please submit the letter using the Letter of Intent to Respond Template (Attachment Q).** The letter may be emailed to rfp@idoa.IN.gov.

The letter of intent must be submitted by the date and time outlined in [Section 1.24](#) Summary of Milestones.

The subject line of the email submissions must clearly state the following:

“Response to RFP 23-74658 Letter of Intent to Respond – [INSERT COMPANY NAME]”.

Section Two

Proposal Preparation Instructions

2.1 General

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. All Respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Proposals will be disqualified if the Submission Form is received after the expiration of the first deadline per Section 1.24.
- Proposals will be disqualified if the Submission Form is received without the Executive Summary and/or the required completed Attachment O, Attestation Form attached.
- The Executive Summary must be in the form of a letter and attached to the Submission Form.
- **Attachment O**, the Attestation Form, must be attached to the Submission Form.
- Proposals will be disqualified if Flash Drives are received after the expiration of the second deadline per Section 1.24.
- Each item, Executive Summary, Business Proposal, Technical Proposal, Cost Proposal, and attachments, must be separate standalone electronic files. Please do not submit your proposal as one large file.
- A Bidder ID is a required field on the Submission Form to submit a response. A Bidder ID list is available at <https://www.in.gov/idoa/procurement/supplier-resource-center/requirements-to-do-business-with-the-state/bidder-profile-registration/>
- Requests to extend the due date to accommodate delivery challenges will be denied. Submission Form and Flash Drive responses not submitted by the deadlines will not be considered; sending responses via email or hand delivery will not be a viable alternative.
- The State strongly encourages Respondents to allow plenty of time to ship their proposals on Flash Drives.
- Please submit all attachments in their original format. Any attempt to manipulate the format of the documents that deviates from the current format will put your proposal at risk of disqualification.
- Confidential Information must also be clearly marked per **Attachment O**.
- Confirmation of receipt of Flash Drives is the responsibility of the Respondents and reliant upon the shipping method chosen.

2.2 Executive Summary⁵

The Executive Summary must address the following topics except those specifically identified as “optional.” The Executive Summary is to be attached to the Submission Form by the response due date and Eastern time.

⁵ The Executive Summary may be included on the Flash Drive if desired.

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

The Executive Summary must briefly summarize the Respondent's ability to supply the requested products and/or services that meet the requirements defined in Section One of this solicitation.

2.2.2 Signature of Authorized Representative

A person authorized to commit the Respondent to its representations and who can certify that the information offered in the proposal meets all general conditions including the information requested in [Section 2.3.4](#), must sign the Executive Summary. **In the Executive Summary, please indicate the principal contact for the proposal along with an address, telephone, and e-mail address, if that contact is different than the individual authorized for signature.**

2.2.3 Respondent Notification

Unless otherwise indicated in the Executive Summary, Respondents will be notified via e-mail.

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

2.2.4 Secretary of State

The Respondent shall indicate their status with respect to the Office of the Indiana Secretary of State.

2.2.5 Other Information

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

2.3 Business Proposal

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

Any attempt to manipulate the format of the document that deviates from the current format will put your proposal at risk for disqualification.

2.3.1 General (optional)

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

2.3.2 Respondent's Company Structure

The legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this section. If the organization includes more than one (1) product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization.

2.3.3 Respondent's Diversity, Equity, and Inclusion Information

With the Cabinet appointment of a Chief Equity, Inclusion and Opportunity Officer on February 1, 2021, the State of Indiana sought to highlight the importance of this issue to the State. Please share leadership plans or efforts to measure and prioritize diversity, equity, and inclusion. Also, what is the demographic compositions of Respondents' Executive Staff and Board Members, if applicable.

2.3.4 Company Financial Information

This section must include documents to demonstrate the Respondent's financial stability. Examples of acceptable documents include most recent Dunn & Bradstreet Business Report (preferred) or audited financial statements for the two (2) most recently completed fiscal years. If neither of these can be provided, explain why, and include an income statement and balance sheet, for each of the two most recently completed fiscal years.

If the documents being provided by the Respondent are those of a parent or holding company, additional information should be provided for the entity/organization directly responding to this solicitation. That additional information **should explain the business relationship between the entities and demonstrate the financial stability of the entity/organization which is directly responding to this solicitation.**

2.3.5 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating that the CEO and/or CFO, of the responding entity/organization, has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

2.3.6 Contract Terms/Clauses

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

Additional exhibits outlining the State's Cloud Terms and Conditions are also contained in Attachments B1, B2 and B3, respectively, Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS) and Software-as-a-Service (SaaS). These additional exhibits are applicable to any vendor proposing a Cloud Computing service.

Please provide edits to existing contract clauses and additional contract language to RFP Attachments B, B1, B2, and B3 with tracked changes in addition to responding to Section 2.3.6 of your Attachment E Business Proposal and Section 5.0 of your Attachment O Attestation Form. Please submit these edits via MS Word Document.

Please review the contract and indicate per **Attachment O**, your acceptance of mandatory contract clauses. If a non-mandatory clause is not acceptable as worded, suggest specific alternative wording to address issues raised by the specific clause in **Attachment E**. If you require additional contract terms, please include them in this section. To reiterate it's the State's strong desire to not deviate from the contract provided in the attachment and as such the State may reject all requested changes.

The mandatory contract terms are as follows:

- Authority to Bind Contractor

- Compliance with Laws
- Drug-Free Workplace Certification
- Employment Eligibility Verification (E-Verify)
- Funding Cancellation
- Governing Law
- Indemnification
- Information Technology Enterprise Architecture Requirements
- Nondiscrimination Clause
- Penalties/Interest/Attorney's Fees
- Termination for Convenience
- Non-Collusion and Acceptance

The substantively required terms are as follows:

- Duties of Contractor, Consideration, and Term of Contract
- Ownership of Documents and Materials
- Payments

This solicitation and all portions of the Respondent's response will be incorporated as part of the final contract.

2.3.7 References

Reference information is captured on **Attachment H**. Respondent should complete the reference information portion of the **Attachment H** which includes the name, address, and telephone number of the client facility and the name, title, and phone number or email of a person who may be contacted for further information if the State elects to do so. The rest of **Attachment H** should be completed by the reference and emailed by the reference DIRECTLY to the State. The State should receive five (5) **Attachment Hs** from clients for whom the Respondent has provided products and/or services that are the same, or similar, to those products and/or services requested in this solicitation. At least three (3) of the five (5) references need to be from large scale government contracts.

- **Attachment H** should be submitted to <mailto:idoareferences@idoa.in.gov>.
- **Attachment H** should be submitted by the due date listed in [Section 1.24](#) of the solicitation. Please provide the customer information for each reference.

2.3.8 Registration to do Business

Secretary of State

Respondents providing the products and/or services required by this solicitation

must be registered to do business within the State by the Indiana Secretary of State. This process must be concluded prior to contract negotiations with the State. It is the successful Respondent's responsibility to complete the required registration with the Secretary of State at www.in.gov/sos. The Respondent must indicate the status of registration, in the Executive Summary.

Department of Administration, Procurement Division

To complete the on-line Bidder registration, go to the Bidder Profile Registration website at <https://www.in.gov/idoa/procurement/supplier-resource-center/requirements-to-do-business-with-the-state/bidder-profile-registration/>.

The Bidder registration offers email notification of upcoming solicitation opportunities, corresponding to the Bidder's area(s) of interest, selected during the registration process. Respondents need to be registered to submit a proposal. Completion of the Bidder registration will result in your name being added to the Bidder's Database, for email notification. The Bidder registration requires some general business information, an indication of the types of goods and services you can offer the State of Indiana, and locations(s) within the state that you can supply or service. There is no fee to be placed in Procurement Division's Bidder Database.

2.3.9 Authorizing Document

A person authorized to commit the Respondent to its representations and who can certify that the information offered in the bid response meets all general conditions must sign the Executive Summary, please indicate the principal contact for the proposal along with an address, telephone number, and e-mail address, if that contact is different than the individual authorized for signature. Additionally, the Company's Bidder ID #, FEIN, Type of Business (i.e., Corporation, Sole Proprietor, LLC, etc.), and North American Industry Classification System (NAICS) Code should all be included in the Executive Summary with the contact information.

2.3.10 Diversity Subcontractor Agreements

- a. Per RFP Section 1.21, Minority & Women's Business Enterprises (MBE/WBE), and 1.22 Indiana Veteran Owned Small Business Subcontractor (IVOSB), explain process followed to engage with potential MBE, WBE and IVOSB owned, Indiana certified businesses listed on Division of Supplier Diversity site. List the businesses invited to discuss the opportunity for potential partnership.
- b. If not proposing each MBE, WBE or IVOSB subcontractor partnership, explain the rationale for declining to do so. Complete this for each category not proposed.

2.3.11 Evidence of Financial Responsibility

This section will indicate the ability to provide the mandatory evidence of financial responsibility. See Section 1.25 for details.

Notwithstanding any other provisions relating to the beginning of the term, any contract will not become effective until the evidence of financial responsibility is delivered in the correct form and amount to the address indicated in Section 1.25.

2.3.12 General Information

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

- a.** Does your Company have a formal disaster recovery plan? Please provide a yes/no response. If no, please provide an explanation of any alternative solution your company has to offer. If yes, please note and include as an attachment.
- b.** What is your company's technology and process for securing any State information that is maintained within your company?

2.3.13 Experience Serving State Governments

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

2.3.14 Experience Serving Similar Clients

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

2.3.15 Payment

Removed at the request of the agency.

2.3.16 Extending Pricing to Other Governmental Bodies

The Respondent must indicate within its Executive Summary if it agrees to extend the prices of awarded products and/or services to other governmental bodies. The Respondent should note the following:

- Other Governmental Bodies are defined as an agency, a board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following:
 1. A political subdivision
 2. A State educational institution
- The State DOES NOT accept any responsibility for purchase orders issued by other governmental bodies.
- All other governmental bodies must be willing to accept items as described in the specifications without any changes once the solicitation is awarded.

2.3.17 Cloud Terms

Additional exhibits, outlining the State's Cloud Terms and Conditions are also contained in Attachments B1, B2 and B3, respectively Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS) and Software-as-a-Service (SaaS). These additional exhibits are applicable to any vendor proposing a Cloud Computing service. Any requested changes to the sample contract or the State's Cloud Term and Conditions. Please answer the applicable questions in Section 2.3.17 of the Business Proposal regarding these attachments. Respondents are also required to review and respond to the questions included in **Attachment K** - Assistive Technology Compliance Evaluation Form, **Attachment M** - Cloud Provider Questionnaire, and **Attachment N** - Resource Usage Template.

2.4 Technical Proposal

The Technical Proposal must be divided into the sections as described below. Every point made in each section must be addressed in the order given. The same outline numbers must be used in the response. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the Technical Proposal must contain a meaningful summary of the referenced material. **The referenced document must be included as an appendix to the technical proposal with referenced sections clearly marked.** If there are multiple references or multiple documents, these must be listed and organized for ease of use by the State. **The Technical Proposal Template is Attachment F.**

Any attempt to manipulate the format of the document that deviates from the current format will put your proposal at risk of disqualification.

2.5 Cost Proposal

The Cost Proposal Template is Attachment D.

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

Cost Proposal Narrative

The Respondent should provide a brief narrative (not longer than two pages) in support of each Cost Proposal item. The narrative should be focused on clarifying how the proposed prices correspond directly to the Respondent's Technical Proposal. For example, evaluators will expect a detailed explanation of *Third-Party Portal Managed Applications* to correspond to *Third-Party Portal Managed Applications* items if described in the Technical Proposal. The State may elect to carve out chat-bots from the resulting Contract's Scope of Work and is interested in understanding pricing considerations related to that decision. Please include a short narrative (that includes quantified cost reductions) with how your overall cost would be impacted if chat-bots were carved out of the Contract Scope of Work. **Please compose and return this document in a PDF format, labeled as "Cost Proposal Narrative".**

Cost Assumptions, Conditions and Constraints

The Respondent should list and describe as part of its Cost Proposal any special cost assumptions, conditions, and/or constraints relative to, or which impact, the prices presented on the Cost Schedules. It is of particular importance to describe any assumptions made by the Respondent in the development of the Respondent's Technical Proposal that have a material impact on price. It is in the best interest of the Respondent to make explicit the assumptions, conditions, and/or constraints that underlie the values presented on the Cost Schedules. Assumptions, conditions, or constraints that conflict with the solicitation requirements is not acceptable. **Please compose and return this document in a PDF format, labeled as "Cost Assumptions, Conditions and Constraints".**

2.6 Attestation Form⁶

The Attestation Form is **Attachment O**. This is the formal declaration of responses to the following as well as to the additional areas cited within **Attachment O** as it relates to this solicitation. **Attachment O**, Attestation Form is to be attached to the Submission Form due on the Submission Form due date and Eastern time.

⁶ The **Attachment O**, Attestation Form may be included on the Flash Drive if desired.

2.6.1 Indiana Economic Impact

All companies desiring to do business with State Agencies must complete an “Indiana Economic Impact” form (**Attachment C**). This is not a separate evaluation item scored as set forth in [Section 3.2](#) but still a required form. The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the State. The amount entered in Line 16 “Total amount of this proposal, bid, or current contract” should match the amount entered in the **Attachment D**, Cost Proposal Template.

2.6.2 Buy Indiana Initiative/Indiana Company

It is the Respondent’s responsibility to confirm its Buy Indiana status for this portion of the process. If a Respondent has previously registered its business with IDOA and wishes to be certified as a Buy Indiana entity, go to the Buy Indiana website at <https://www.in.gov/idoa/2467.htm>

Respondents not previously registered with IDOA must go to the Buy Indiana website at <https://www.in.gov/idoa/2467.htm> and follow the steps outlined in the paragraph above to certify your business’ status. The Respondent’s Buy Indiana status must be finalized when the solicitation response is submitted to the State.

Respondent must clearly indicate whether they intend to claim in **Attachment O** (Respondent will only be evaluated on the criteria selected/cited from IC 5-22-15-20.5).

When applying to Buy IN status, be sure to allow sufficient time to complete this process, at least twenty (20) business days.

Buy IN must be affirmatively claimed and documentation submitted per **Attachment O**. **The State will not look up status of each Respondent in a search to determine eligibility of potential provide points.**

Defining an Indiana Business:

“Indiana business” refers to any of the following:

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

- (4) A business that makes significant capital investments in Indiana.
- (5) A business that has a substantial positive economic impact on Indiana.

Substantial Capital Investment:

Any company that can demonstrate a minimum capital investment in Indiana of \$5 million or more in plant and/or equipment or annual lease payments in Indiana of \$2.5 million or more shall qualify as an Indiana business under I.C.5-22-15-20.5 (b)(4).

Substantial Indiana Economic Impact:

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR); it shall qualify as an Indiana business under I.C. 5-22-15-20.5 (b)(5).

2.6.3 **Indiana Preferences**

Pursuant to IC 5-22-15-7, Respondent may claim only one (1) preference. For the purposes of this solicitation, this limitation to claiming one (1) preference applies to Respondent's ability to claim eligibility for Buy Indiana points.

Respondent must clearly indicate which preference(s) they intend to claim. Additionally, the Respondent's Buy Indiana status must be finalized by the due date of the solicitation.

Buy Indiana

Refer to [Section 2.6.2](#) for additional information.

2.6.4 **Subcontractors**

The Respondent is responsible for the performance of any obligations that may result from this solicitation and shall not be relieved by the non-performance of any subcontractor. Respondent's proposal must identify all subcontractors including those not submitted in **Attachment A and/or Attachment A1** and describe the contractual relationship between the Respondent and each subcontractor. Per instructions in **Attachment O**, either a copy of the **executed subcontract** or a **letter of agreement** over the official signature of the firms involved must accompany each proposal.

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

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

The Respondent must list any subcontractor's name, address, and the state in which formed that are proposed to be used in providing the required products or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this solicitation or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority Business Enterprise, Women's Business Enterprise, or Veteran Owned Small Business under IC 4-13-16.5-1 and IC 5-22-14-3.5. See [Section 1.21](#), [Section 1.22](#) and **Attachments A/A1** for Minority, Women, and Veteran Business information.

IVOSB entities (whether a prime or subcontractor) must have a Bidder ID. If registered with IDOA, this should have already been provided (as with MWBEs). IVOSBs that are only registered with the Federal Center for Veterans Business Enterprise will need to ensure that they also have a Bidder ID provided by IDOA (please see [Section 2.3.8](#) for details).

Section Three Proposal Evaluation

3.1 Proposal Evaluation Procedure

The State has selected a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with solicitation requirements. All evaluation personnel will use the evaluation criteria stated in [Section 3.2](#).

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

- 3.1.1 Each proposal will be evaluated for adherence to mandatory requirements, per Section 3.2, Step 1, on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration. Further any proposals not meeting the Mandatory Requirements listed in [Section 3.2](#), Step 1 and noted in **Attachment O** will be disqualified.
- 3.1.2 Each proposal will be evaluated based on the categories included in [Section 3.2](#). A point score has been established for each category.
- 3.1.3 Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to the State may be selected by IDOA and IOT for further action, such as contract negotiations. If, however, IDOA and IOT decide that no proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, the State may begin contract preparation with another Respondent or determine that no such alternate proposal exists.

3.2 Evaluation Criteria

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the solicitation in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The points associated with each category are indicated following the category name (total maximum points = 103). Negative points may be assigned in the cost score.

Additionally, there is an opportunity for a bonus of three points if certain criteria are met. For further information, please reference [Section 3.2.3](#). If any one or more of the listed criteria on which the responses to this solicitation will be evaluated are found to be inconsistent or incompatible with applicable federal laws, regulations or policies, the specific criterion or

criteria will be disregarded, and the responses will be evaluated and scored without considering such criterion or criteria.

Summary of Evaluation Criteria:

Criteria	Points
1. Adherence to Mandatory Requirements	Pass/Fail
2. Management Assessment/Quality (Business and Technical Proposal)	50 available points
3. Cost (Cost Proposal)	30 available points
4. Buy Indiana	5 available points
5. Minority Business Enterprise Subcontractor Commitment	5 (1 bonus points are available, see Section 3.2.5)
6. Women Business Enterprise Subcontractor Commitment	5 (1 bonus points are available, see Section 3.2.5)
7. Indiana Veteran Owned Small Business Subcontractor Commitment	5 (1 bonus points are available, see Section 3.2.6)
Total	100 (103 if bonus awarded)

All proposals will be evaluated using the following approach.

Step 1

In this step proposals will be evaluated only against Criteria 1 to ensure that they adhere to Mandatory Requirements. The Mandatory Requirements are:

- Executive Summary and required content; submitted as Submission Form attachment
- **Attachment A** and **A1** with commitment letters, and forms, if applicable;
- **Attachment C** Indiana Economic Impact Form, completed;
- **Attachment D** Cost Proposal, **Attachment E** Business Proposal, **Attachment F** Technical Proposal, unaltered and complete with all requested supporting documents.
- **Attachment I** Minimum Requirements, completed and meets the requirements.
- **Attachment K** Assistive Technology Compliance Evaluation Form, completed;
- **Attachment L** Service Level Agreements, completed;
- **Attachment M** Cloud Provider Questionnaire, completed;
- **Attachment N** Resource Usage Matrix, completed;
- **Attachment O** Attestation Form, complete with all requested supporting documents; submitted as Submission Form attachment.

Any proposals not meeting the Mandatory Requirements may be grounds for disqualification.

Step 2

The proposals that fulfill the Step 1 Mandatory Requirements will then be scored based on Criteria 2 and 3 ONLY. All proposals will be ranked based on their combined scores for Criteria 2 and 3 ONLY. This ranking will be used to create a “short list”. Any proposal not making the “short list” will not be further evaluated.

Step 2 may include one or more rounds of proposal discussions, oral presentations, clarifications, and/or demonstrations focused on cost and other proposal elements. Step 2 may include additional “short lists” at the State’s sole discretion.

Step 3

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

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

The section below describes the different evaluation criteria.

- 3.2.1 Adherence to Requirements – Pass/Fail**
Respondents passing this category move to Phase 2

The following 2 categories cannot exceed 80 points.

- 3.2.2 Management Assessment/Quality**
50 available points

- 3.2.3 Price**
30 available points

Cost scores will then be normalized to one another, based on the lowest cost proposal evaluated. The lowest cost proposal receives a total of 30 points. The normalization formula is as follows:

- *Respondent’s Cost Score = (Lowest Cost Proposal / Total Cost of Proposal) X 30*

3.2.4 Buy Indiana Initiative – 5 points

Respondents qualifying, and documenting per **Attachment O**, as an Indiana Company as defined in [Section 2.6.2](#) will receive 5 points in this category.

3.2.5 Minority Business Subcontractor Commitment – 5 points⁷

The following formula will be used to determine points to be awarded based on the MBE goals listed in [Section 1.20](#) of this solicitation. Scoring is conducted based on an assigned 5-point, plus possible 1 bonus-points, scale. Points are assigned for respective MBE participation based upon the BAFO meeting or exceeding the established goals.

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

%	1%	2%	3%	4%	5%	6%	7%	8%
Pts	.62	1.2	1.87		3.12	3.7	4.37	
.	5	5	5	2.5	5	5	5	5.0

NOTE: Fractional percentages will be rounded up or down to the nearest whole percentage. (e.g. 7.49% will be rounded down to 7% = 4.375 pts., 7.50% will be rounded up to 8% = 5.00 pts. Rounding will be calculated based on the Sub-Contract Amount, divided by the Total Bid Amount.)

If the respondent's commitment amount is greater than \$0 but the commitment percentage is rounded down to 0% for MBE participation the respondent will receive 0 points.

If the respondent's commitment amount is \$0 and thus the commitment percentage is 0% for MBE participation, a deduction of 1 point will be discounted on the respective MBE score.

The respondent with the greatest applicable VSC participation which exceeds the stated goal ("exceeds" defined herein as a commitment percentage that is equal to or greater than 9% before rounding) for the respective MBE category will be awarded 6 points (5 points plus 1 bonus point). In cases where there is a tie for the greatest applicable VSC participation and both firms exceed the goal for the respective MBE category both firms will receive 6 points.

⁷ Required documentation must, of course, be provided to receive points as described.

3.2.6 Women Business Subcontractor Commitment - 5 points ⁸

The following formula will be used to determine points to be awarded based on the WBE goals listed in [Section 1.20](#) of this solicitation.

Scoring is conducted based on an assigned 5-point, plus possible 1 bonus-point, scale. Points are assigned for WBE participation based upon the BAFO meeting or exceeding the established goals.

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

%	1%	2%	3%	4%	5%	6%	7%	8%	9%	10%	11%
Pts.	0.45	0.9	1.3	1.8	2.2	2.7	3.1	3.6	4.0	4.5	5.0

NOTE: Fractional percentages will be rounded up or down to the nearest whole percentage. (e.g. 7.49% will be rounded down to 7% = 3.15 pts., 7.50% will be rounded up to 8% = 3.6 pts. Rounding will be calculated based on the Sub-Contract Amount, divided by the Administrative Bid Amount.)

If the Respondent's commitment amount is greater than \$0 but the commitment percentage is rounded down to 0% for WBE participation the Respondent will receive 0 points.

If the Respondent's commitment amount is \$0 and thus the commitment percentage is 0% for WBE participation, a deduction of 1 point will be discounted on the WBE score.

The Respondent with the greatest applicable VSC participation which exceeds the stated goal ("exceeds" defined herein as a commitment percentage that is equal to or greater than 12% before rounding) for the WBE category will be awarded 6 points (5 points plus 1 bonus point). In cases where there is a tie for the greatest applicable VSC participation and both firms exceed the goal for the WBE category both firms will receive 6 points.

3.2.7 Indiana Veteran Owned Small Business Subcontractor Commitment - 5 points ⁹

The following formula will be used to determine points to be awarded based on the IVOSB goal listed in [Section 1.20](#) of this solicitation. Scoring is conducted based on an assigned 5-point, plus possible 1 bonus-point, scale. Points are

⁸ Required documentation must, of course, be provided to receive points as described.

⁹ Required documentation must, of course, be provided to receive points as described.

assigned for IVOSB participation based upon the BAFO meeting or exceeding the established goals.

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

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

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

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

The IVOSB prime respondent commitment will be 3% and will receive 5 points. Any additional IVOSB subcontractor commitments will be added to the 3%.

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

3.2.8 Qualified State Agency Preference Scoring

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