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**STATE OF INDIANA**

**ADDENDUM #1**

**Request for Proposal 23-75072**

**INDIANA DEPARTMENT OF ADMINISTRATION**

**On Behalf Of**

**Family and Social Services Administration**

**Solicitation For:**

**Indiana Pathways for Aging Member Support Services**

**Response Part One, Submission Form Due Date and Time:**

**May 11, 2023 @ 3:00 PM ET**

**Response Part Two, Submission of Proposals by Flash Drive Due Date and Time:**

**May 16, 2023 @ 3:00 PM ET**

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Indiana Department of Administration

Procurement Division

402 W. Washington St., Room W468

Indianapolis, Indiana 46204

**Summary of Changes**

Deletions are indicated via ~~strikethrough~~ and additions have been made in red font in the corresponding documents.

**The following edits have been made to the RFP Main Document, Member Support Services – RFP# 23-75072:**

1. In Section 1.24 – Summary of Milestones, on page 17:

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| --- | --- |
| Deadline to Submit Pre-Proposal Network Opportunities Form (optional) | March 28, 2023 by 3:00 PM Eastern Time |

**The following edits have been made to Attachment B, Sample Contract, Member Support Services – RFP# 23-75072:**

1. Added Section 51 – Federal Requirements

**51. Federal Requirements.** The Contractor must comply with the following Federal provisions:

A.   Prevention and Fraud Abuse

In accordance with 42 U.S.C. 1396a(a)(68), Contractor shall establish and disseminate, to its employees (including management), subcontractors, and agents, written policies that provide detailed information about federal and state False Claims Acts, whistleblower protections, and Contractor policies and procedures for preventing and detecting fraud and abuse.  The written policies described in this paragraph may be on paper or in electric form and must be adopted by the subcontractors and agents of the Contractor.

B.   Assurance of Compliance with Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 and Title IX of the Education Amendments of 1972

The Contractor agrees that it, and all of its subcontractors and providers, will comply with the following:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance under this Contract.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance under this Contract.
3. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance under this Contract.
4. The Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Justice (28 C.F.R. 35.101 et seq.), to the end that in accordance with the Act and Regulation, no person in the United States with a disability shall, on the basis of the disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance under this Contract.
5. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), and all requirements imposed by or pursuant to regulation, to the end that, in accordance with the Amendments, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance under this Contract.

The Contractor agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Contractor, its successors, transferees and assignees for the period during which such assistance is provided. The Contractor further recognizes that the United States shall have the right to seek judicial enforcement of this assurance.

C.   Conveyance of Documents and Continuation of Existing Activity

Should the Contract for whatever reason, (i.e. completion of a contract with no renewal, or termination of service by either party), be discontinued and the activities as provided for in the Contract for services cease, the Contractor and any subcontractors employed by the terminating Contractor in the performance of the duties of the Contract shall promptly convey to the State of Indiana, copies of all vendor working papers, data collection forms, reports, charts, programs, cost records and all other material related to work performed on this Contract excluding Contractor confidential, proprietary, and trade secret materials.  The Contractor and the Office shall convene immediately upon notification of termination or non-renewal of the Contract to determine what work shall be suspended, what work shall be completed, and the time frame for completion and conveyance.  The Office will then provide the Contractor with a written schedule of the completion and conveyance activities associated with termination.  Documents/materials associated with suspended activities shall be conveyed by the Contractor to the State of Indiana upon five days' notice from the State of Indiana.  Upon completion of those remaining activities noted on the written schedule, the Contractor shall also convey all documents and materials to the State of Indiana upon five days' notice from the State of Indiana.

D.   Environmental Standards  
If the contract amount set forth in this Contract is in excess of $100,000, the Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 7606), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 C.F.R. Part 1532), which prohibit the use under non-exempt Federal contracts of facilities included on the EPA List of Violating Facilities.  The Contractor shall report any violations of this paragraph to the State of Indiana and to the United States Environmental Protection Agency Assistant Administrator for Enforcement.

E.   Lobbying Activities   
Pursuant to 31 U.S.C. § 1352, and any regulations promulgated thereunder, the Contractor hereby assures and certifies that no federally appropriated funds have been paid, or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative contract.  If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Contract, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

F.     Financial Disclosure

The Contractor agrees that it has disclosed, and shall as necessary in the future disclose to the State the name and address of each person with an ownership or controlling interest in the disclosing entity or in any subcontractor in which the disclosing entity has a direct or indirect ownership interest of 5 percent or more. If the Contractor is not subject to periodic survey under § 455.104(b)(2) it must disclose to the State, prior to enrolling, the name and address of each person with an ownership or controlling interest in the disclosing entity or in any subcontractor in which the disclosing entity has a direct or indirect ownership interest of 5 percent or more. Additionally, under § 455.104(a)(2), the Contractor must disclose whether any of the named persons is related to another as spouse, parent, child, or sibling. Moreover, pursuant to the requirements of § 455.104(a)(3), the Contractor shall disclose the name of any other disclosing entity in which a person with an ownership or controlling interest in the disclosing entity has an ownership or controlling interest.

**The following edits have been made to Attachment J, Attestation Form, Member Support Services – RFP# 23-75072:**

1. Removed Section 5 - Summary of Proposed Contract Changes from the document.
2. **~~Attachment B, B1-3 summary of proposed sample contract changes~~**

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| **~~Section~~** | **~~Topic~~** | **~~Rationale for suggested change~~** |
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~~More rows may be inserted if necessary~~