



# **STATE OF INDIANA**

## **Request for Proposal 265-25-80618**

**INDIANA DEPARTMENT OF ADMINISTRATION**

**On Behalf Of  
Indiana Horse Racing Commission**

**Solicitation For:  
Equine Drug Testing**

**Submission Due Date and Time:  
October 25, 2024 @ 3:00 PM EST**

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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 Horse Racing Commission ("IHRC"), requires equine drug and medication testing services from an accredited laboratory for the IHRC race meetings and out of competition testing program. 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.

Award Recommendation	IDOA's summary, typically in letter format, of the solicitation and suggestion on respondent selected for the purposes of beginning contract negotiations.
BAFO	Best and Final Offer is an opportunity for short-listed respondents to propose an improved cost for final score consideration.
Contract Award	The acceptance of IDOA's Award Recommendation by the agency being supported in conjunction with the public posting of the Award Recommendation.
Full Time Equivalent (FTE)	The State defines FTE as a measurement of an employee's productivity when executing the scope of work in this solicitation for a specific project or contract. An FTE of 1 would mean that there is one worker fully engaged on a project. If there are two employees each spending 1/2 of their working time on a project that would also equal 1 FTE.
IAC	Indiana Administrative Code
IC	Indiana Code

Installation	The delivery and physical setup of products or services requested in this solicitation
Other Governmental Body	An agency, a board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: 1) The judicial branch 2) The legislative branch 3) A political subdivision as defined in IC 5-22-2-22 and IC 36-1-2-13 (includes school corporations, municipal corporations, Legislative body, Taxing district, Town, Township, and Unit) 4) A State educational institution
Prime Contractor	As used in <b>Attachments A</b> and <b>A1</b> , refers to the entity responding to the solicitation.
Products	Tangible goods or manufactured items as specified in this solicitation
Proposal	An offer as defined in IC 5-22-2-17
Respondent	An offeror as defined in IC 5-22-2-18; and any entity or person who does business with the State and is registered as same. 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 company who will be ultimately responsible for performance of the contract.
Services	Work to be performed as specified in this solicitation
State	The State of Indiana
State Agency	As defined in IC 4-13-1, "State Agency" means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of State government
Subcontractor	As used in <b>Attachments A</b> and <b>A1</b> refers to the entity entering into a contract with the Prime Contractor for a portion of the scope of the solicitation.

Total Bid Amount	The amount that the Respondent proposes on <b>Attachment D</b> that represents their total, all-inclusive price.
VSC (Valuable Scope Contribution)	The benefit the proposed certified subcontractors(s) must provide to the project set forth in the solicitation.

### 1.3 Purpose of the Solicitation

The purpose of this solicitation is to select a respondent that can satisfy the State's need for equine drug testing services. It is the intent of IHRC to contract with a respondent that provides quality equine drug testing services, including the ability to analyze equine biological samples (blood, urine, hair, etc.) using state-of-the-art methods for IHRC race meetings and out of competition testing.

### 1.4 Summary Scope of Work

The IHRC is required under Ind. Code Ch. 4-31-12 to regulate equine drug testing at races within its jurisdiction in the State of Indiana. The objective of the equine drug testing program, operated by the IHRC, is to protect the safety and integrity of horse racing through a comprehensive, state-of-the-art, validated and effective testing program with documentation of the laboratory's performance during the term of the contract.

The IHRC is seeking an ISO/IEC 17025 accredited laboratory that employs validated state-of-the-art methodology to detect drugs and their metabolites in test samples. Proposals should also include any other applicable certifications or accreditations including but not limited to certification by the Racing Medication and Testing Consortium ("RMTC").

Every equine biological sample provided shall be tested to detect any and all drug substances that are foreign to the natural horse, as well as endogenous substances in excess of normal levels. Every equine biological sample provided shall meet Thoroughbred Owners and Breeders Association ("TOBA") Graded Stakes Drug Testing Protocol and the ARCI/RMTC promulgated thresholds. The vendor shall monitor the regulated medication programs adopted by the IHRC, by testing the equine biological samples as specified in the RFP. Testing must be accurate, and results must be reported in an expedient manner. A laboratory with experience in equine biological sample testing is needed to perform these services.

The IHRC is seeking a vendor capable of conducting TCO<sub>2</sub> analysis on blood samples using validated methodology, including analysis on a Headspace GC/MS. The vendor must be able to perform the analysis within the validated timeframe of one hundred and twenty (120) hours from sample collection and report overages of TCO<sub>2</sub> to the IHRC in an expedient manner.

In evaluating proposals, the IHRC intends to give significant consideration to respondents that provide IHRC with a list of substances that the respondent has the capability to test, and the number of substances included in each test. The IHRC intends to treat the above as proprietary information of each respondent and maintain confidentiality of the information as described in detail below.

In the aggregate, the State is expected to spend approximately \$1,340,000 (\$670,000 x 2) over the two-year contract term on pari-mutuel and non-pari-mutuel equine drug testing services dispersed from the Gaming Integrity fund and the Standardbred Horse Fund. Since this number is based on past and forecasted usage and may fluctuate up or down, the State is not able to guarantee that future spending will be at these levels. Nevertheless, the amount is provided as an aid to suppliers in responding to this RFP.

The IHRC has budgeted and is holding in reserve \$50,000 annually for future testing. The IHRC intends to remain at the cutting edge of testing and plans to use reserve funding to do so. Bidders should be prepared to discuss with IHRC their plans for future testing capabilities, including new equipment or methods currently planned from implementation.

These figures are only an estimate and are not to be construed as an amount to be offered under this solicitation. **Therefore, when completing the Minority and Women's Business Enterprises Participation Plan Form (Attachment A), the Indiana Veterans' Participation Plan Form (Attachment A1), and the Indiana Economic Impact Form (Attachment C), please use the total bid amount from the Cost Proposal (Attachment D).**

#### 1.4.1 TESTING OF SAMPLES

1.4.1.1 Every sample submitted to the official laboratory shall be tested by instrumental screening using a validated methodology included in the scope of accreditation for which the laboratory has limits of detection below relevant thresholds and for non-threshold substances that validated methodology is consistent with industry standards.

A) Instrumental Methods of Analysis

The laboratory shall have SOPs and demonstrate competency in instrumental screening techniques and the ability to detect concentrations relevant to industry standards. Instrumental screening techniques include, but are not limited to, the following:

- i. GC/MS (gas chromatography/mass spectrometry) or GC/MS<sup>n</sup>
- ii. LC/MS (liquid chromatography/mass spectrometry) or LC/MS<sup>n</sup>
- iii. HPLC/MS (high performance liquid chromatography/mass spectrometry)

Other instrumental methods that achieve the stated goals of the IHRC may also

be employed, with the prior consent of the IHRC.

B) Immunoassay

The official laboratory shall also perform on each sample a complementary panel of immunoassay tests, if and only if instrumental screening is not validated for that substance. The laboratory shall provide a list of substances for which it lacks instrumental screening capabilities. The official laboratory shall submit an Enzyme-linked Immuno-sorbent Assay (ELISA) panel proposal to the IHRC for approval prior to implementation.

ELISA tests must have demonstrated sensitivity at concentrations relevant to industry standards. Rotation of ELISA tests are prohibited.

The use of Thin Layer Chromatography (TLC) is prohibited on IHRC samples.

C) Quantitative Analysis of Samples

Quantitation of all threshold substances, including endogenous substances, is required on all race day samples. Quantitation of other specific ARCI Class 3, 4, and 5 substances may be required. Other substances may be quantified upon request by the IHRC's representative.

Furosemide Quantitation and Specific Gravity (urine):

Any urine sample with a specific gravity of less than 1.010 will be subjected to blood serum quantitation by instrumental screening to determine the concentration of furosemide. (Furosemide concentration greater than 100 ng/ml in serum with a specific gravity of 1.010 is a violation. If urine is not available, then a serum level of furosemide greater than 100 ng/ml is a violation).

D) Special Samples

Analysis of confiscated properties or special samples may be requested by the IHRC Executive Director or his/her designee. These may include, but are not limited to, pastes, powders, liquids, tablets, and ointments; containers (i.e. bottles, jars, and vials); horse related equipment (i.e. tongue ties) and associated medication delivery apparatus (i.e. syringes, inhalers, nebulizers, stomach tubes). The laboratory should use the RMTC's unknown and label comparison protocols for analyzing these materials.

E) The IHRC may request additional information or the creation of additional protocols to ensure that the laboratory is capable of testing (as well as possible with current equipment) for doping agents or other drugs known as "blood builders" designed to stimulate a horse's endurance.

1.4.1.2 The identification of any substance or substances classified by current scientific literature as narcotic analgesic, stimulant, depressant, or local anesthetic, classified by the World Anti-Doping Agency as a banned



substance, or listed on the ARCI Drug Classification as a Class 1, 2, or 3 drug shall be confirmed by GC/MS or LC/MS or other validated methodology. Confirmatory analysis shall result in an unambiguous chemical identification that is scientifically defensible. Confirmatory analysis of analytes shall be performed in a manner consistent with ISO 17025 requirements.

- 1.4.1.3 The IHRC will periodically provide blood samples to the laboratory for analysis of blood doping drugs such as erythropoietin or darbepoetin.
- 1.4.1.4 The IHRC will periodically provide blood samples to the laboratory for facilitation of analysis for cobalt or other heavy metals.
- 1.4.1.5 The letter and data packet (litigation packet) shall be sent to the IHRC's representative upon request. The documentation shall substantiate each chemical identification and be prepared in accordance with ISO 17025 standards.
- 1.4.1.6 For one (1) year following analysis, the official laboratory shall retain and preserve by appropriate methods any remaining sample specimen from which a prohibited substance(s) was identified. A year-end inventory report shall be submitted to the IHRC. The IHRC representative shall notify the laboratory in writing of the dispensation of samples at the completion of the retention period. Regardless of time elapsed post-testing, no sample may be destroyed without receiving approval from an IHRC representative.
- 1.4.1.7 All sample testing should be consistent with TOBA Graded Stakes Testing Standards.
- 1.4.1.8 Blood samples identified for TCO<sub>2</sub> testing shall be subjected to analysis on a Headspace GC/MS instrument using validated methodology. If the laboratory proposes to employ a different instrument, it must demonstrate the proposed instrument is equivalent to, and provides results consistent with, GC/MS equipment.

Samples shall be subjected to analysis within one hundred and twenty (120) hours of collection from the horse. The laboratory shall not analyze samples greater than one hundred and twenty (120) hours post-collection. The laboratory shall promptly notify the regulatory agency of any samples excluded from analysis due to sample age.

#### **1.4.2 RECORD KEEPING AND RECORD RETENTION**

- 1.4.2.1 The laboratory shall establish and maintain accurate records of samples received, resultant testing data, and expenditures incurred while operating as the official laboratory of the IHRC. All records must be kept in accordance with ISO 17025 standards.

1.4.2.2 The laboratory shall maintain documentation to establish the chain of custody for every sample and sample aliquot. This documentation shall be strictly controlled and executed by the appropriate and authorized personnel to establish the chain of custody of every sample and every sample aliquot.

1.4.2.3 The State of Indiana shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this proposal held by the vendor.

#### **1.4.3 CONFIDENTIALITY OF RECORDS**

1.4.3.1 The laboratory and its independent consultant(s) shall not release, make public, or use in any way, information pertaining to a positive drug test sample except as provided for in the contract or IHRC rules.

1.4.3.2 Written approval from the IHRC or its designated representative must be obtained prior to the laboratory's and/or independent consultant's release of any information to a third party. Any time a report of this type is prepared it must be submitted to the IHRC.

#### **1.4.4 OWNERSHIP**

1.4.4.1 No person having a direct financial interest in the racing laboratory as a shareholder, partner, officer, or director shall have a direct financial interest in the ownership of racehorses, either directly or indirectly, or any other financial interest connected with horse racing.

1.4.4.2 The laboratory staff shall have no financial interest in the ownership of racehorses, either directly or indirectly, or any other financial interest connected with horse racing.

#### **1.4.5 STANDARD OPERATING PROCEDURES AND LABORATORY MANUAL**

1.4.5.1 The laboratory shall have, and maintain, a current Standard Operating Procedures Manual and a Quality Manual. The laboratory shall archive retired copies of standard operating procedures in such a manner that the procedures that were used to test each specific sample can be identified.

#### **1.4.6 COLLECTING AND SHIPPING SAMPLES**

1.4.6.1 The laboratory shall provide to IHRC staff all items necessary to collect, label, process, store, ship, and record the taking and testing of samples that satisfy the following criteria, as well as generally accepted industry standards:

- A) Sample containers – lockable, insulated secure containers. All sample shipping containers must be fitted with locks and hasps to ensure sample

integrity and security. The containers should be insulated against extreme heat and cold.

- B) Urine collection cups with lids – sealed, leak-proof and unbreakable containers with a minimum capacity of 100 milliliters.
- C) Split sample cups with lids – sealed, leak-proof 30 milliliter specimen cups for frozen storage.
- D) Blood tubes – 8.5 mL serum separator vacuum tubes including SS tubes for split blood sample collection and storage.
- E) TCO<sub>2</sub> sample tubes – 8.5 mL serum separator vacuum tubes.
- F) Needles – 20 gauge 1” vacutainer needles.
- G) Documentation – sample tickets and tamper proof evidence seals for biological samples.
- H) Shipping materials – cold packs, dry ice or other.
- I) Shipping samples to the laboratory by overnight courier.
- J) Shipping supplies to IHRC designated representative.

**1.4.6.2** It is the responsibility of the laboratory to ensure that all supplies necessary for sample collection, security, and shipment are delivered to, and always maintained at the racetracks so that during every race meet, sufficient supplies are located at each racetrack to accommodate a minimum of ten (10) racing days’ sample collections.

**1.4.6.3** Blood tube and needle size are subject to change based upon industry standards, the needs of the IHRC and recommendations of the laboratory. If the laboratory recommends multiple blood tubes for IHRC samples, it should be prepared to discuss the reasons for that recommendation.

#### **1.4.7 COURIERS**

**1.4.7.1** The laboratory shall use only IHRC-approved couriers for pick-up and delivery of test samples and supplies. The laboratory is responsible for scheduling courier pick-up and ensuring the timely delivery of samples to the laboratory. The cost of the courier service is the responsibility of the laboratory and should be calculated as part of the per sample cost included in the Cost Proposal portion of this RFP.

#### **1.4.8 QUALITY CONTROL AND QUALITY ASSURANCE**

**1.4.8.1** The laboratory shall participate in AORC and RMTC external quality assurance programs (EQAP). The results of the laboratory’s analysis of single- or double-blinded proficiency samples shall be disclosed to the IHRC within 30 days of its receipt of the EQAP’s report. For any testing deficiencies, the laboratory shall provide documentation of the correction plan to be implemented, and a timeline for implementation. For any other EQAP(s) in which the laboratory participates, the laboratory shall provide all results, and corrective action plans as required. The laboratory may not substitute other

EQAP's for AORC and/or RMTC programs.

- 1.4.8.2 The laboratory shall routinely perform analysis of internal blind samples of substances of regulatory interest at relevant concentrations. The laboratory shall notify the IHRC within five (5) business days of a failed analysis and provide a corrective action plan (and timeline) for remedying the deficiency. The laboratory shall provide the IHRC with quarterly reports of EQAP and internal blind sample analysis, inclusive of the analytes detected.
- 1.4.8.3 The laboratory shall provide the preceding ninety (90) days' history of internal blind sample analysis in its response to this RFP.
- 1.4.8.4 The laboratory shall provide a full description of its internal quality control measures in response to this RFP and affirm that it has a designated, qualified Quality Assurance/Quality Control officer having the requisite authority to remedy deficiencies identified.
- 1.4.8.5 The laboratory shall have, and identify to the IHRC, a designated quality control officer who is responsible for the implementation of an internal proficiency-testing program comprised of analysis of single blind samples and routine performance reviews of all individuals having contact with the IHRC's official samples.
- 1.4.8.6 Internal blind samples shall contain substances of current interest at relevant concentrations. The internal proficiency-testing program shall have, as a minimum, a scope of coverage that encompasses routine screening tests.

#### **1.4.9 EXTERNAL TESTING PROGRAM (ETP)**

- 1.4.9.1 The laboratory shall participate in an external testing program as directed by IHRC. The cost of such a program shall be borne by the laboratory. Purposes of the external testing program are to:
  - A) Ensure contract testing is performed to specifications.
  - B) Establish methods for evaluating routine testing efficacy.
  - C) Establish laboratory limits of detection where appropriate.
  - D) Monitor laboratory reproducibility.
- 1.4.9.2 External testing program results will be evaluated in conjunction with the laboratory using a review process. The evaluation may be the basis for subsequent performance incentives, contractual extensions, or termination.
- 1.4.9.3 Results of external EQAPs, compliance assessments, external testing program participation, and resulting corrective action reports shall be shared with IHRC to review for deficiencies.

#### **1.4.10 LABORATORY STAFF**

- 1.4.10.1 At least one senior staff member must be or shall become a professional member of the Association of Official Racing Chemists and must maintain their status for the duration of the contractual agreement.
- 1.4.10.2 Laboratory shall provide to IHRC a list of all personnel including resumes and/or curriculum vitae for each.
- 1.4.10.3 The scientific and support staff must include sufficient technically competent individuals to support the workload of the IHRC samples, along with any other contractual obligations of the laboratory within prescribed time limits.
- 1.4.10.4 Laboratory should provide IHRC with key person(s) contact information.
- 1.4.10.5 Key laboratory personnel must be available outside normal business hours, including weekends, holidays, and evenings which correspond with the IHRC's schedule for the year.
- 1.4.10.6 The laboratory shall provide qualified personnel to testify before the IHRC, its stewards or judges, in any civil, criminal, or evidentiary hearings when requested to do so by IHRC. The costs associated with three (3) official visits each fiscal year (July 1-June 30) by laboratory personnel for the purpose of providing expert testimony on behalf of the IHRC for any type of administrative or court proceeding, including but not limited to, time, travel, food, and lodging shall be the responsibility of the laboratory. Any additional visit requests shall come from the Executive Director of the IHRC, or his/her designee. The above-described expenses associated with these additional visits shall be reimbursed at the current State of Indiana travel rates and in accordance with State travel policies and procedures. Qualified personnel shall remain available for testimony after the expiration or termination of the contract in the event that litigation has not concluded at that time.
- 1.4.10.7 The laboratory will not make staff changes without providing notification to the IHRC. The IHRC reserves the right to comment on key personnel changes and determine whether it is in the best interest of the IHRC to remain in contract with the laboratory based on any change.

#### **1.4.11 LABORATORY FACILITIES**

- 1.4.11.1 The laboratory shall have adequate, secure, and sample-appropriate storage space for the IHRC's official samples to maintain chain of custody and chemical integrity. The laboratory shall have adequate storage space for testing-related supplies and lockable file cabinets for confidential materials, including but not limited to, test results, documentation packets, evidentiary materials, and correspondence with the IHRC.

- 1.4.11.2 Laboratory shall have in place, protocols to notify IHRC in the event of a power failure or some other technological failure that may have compromised the integrity of IHRC's samples.
- 1.4.11.3 Laboratory facilities shall always remain secure and only be accessed by individuals identified to the IHRC.
- 1.4.11.4 The laboratory shall contain adequate laboratory space equipped with proper bench space, fume hoods, acid/based storage, flammable solvent storage, and reagent storage sufficient to satisfy the State and/or Federal Occupational Safety and Health Requirements and the standards set forth by ISO/IEC 17025.
- 1.4.11.5 The laboratory shall have all necessary equipment, instrumentation, and expendables as described herein to perform all listed duties of this proposal.
- 1.4.11.6 The laboratory shall maintain all applicable Federal and State drug and/or controlled substance licenses and permits.
- 1.4.11.7 The laboratory shall admit any IHRC Commissioners, the Executive Director, and/or a designated representative(s) to the laboratory premises for random inspection during regular business hours.
- 1.4.11.8 The IHRC reserves the right to inspect and/or audit the laboratory before or after awarding the contract. Any inspection or audit of the laboratory by IHRC representatives will not be the financial responsibility of the laboratory. The IHRC may conduct any inspection electronically using Skype or an equivalent virtual conference software.

#### **1.4.12 ADDITIONAL REQUIREMENTS**

- 1.4.12.1 The laboratory shall maintain "chain-of-custody" documentation for every sample. This documentation shall be strictly controlled and executed by authorized personnel to be adequate under legal scrutiny.
- 1.4.12.2 The laboratory shall provide information related to the dismissal of any analytic findings related to a reference laboratory's split sample analysis failing to support the primary laboratory's findings.
- 1.4.12.3 The laboratory shall provide information related to the determination by any hearing officer or quasi-judicial official that testimony provided by the laboratory personnel was not credible.
- 1.4.12.4 The laboratory shall disclose whether a contract with a regulatory agency has ever been terminated during the period of the contract, and if so, the

laboratory shall describe the circumstances resulting in the early termination of service.

- 1.4.12.5 The laboratory shall complete any confirmatory analysis of suspicious findings and communicate such findings, by email or facsimile, within seven (7) business days, to the Executive Director or designee and follow with a written report within twenty-four (24) hours of the communication. The laboratory may, for cause, request the Executive Director additional time to perform the analysis. If the laboratory consistently exceeds the time limits set above, the IHRC may determine that the laboratory is not suitable to meet its needs under this RFP.
- 1.4.12.6 The laboratory shall employ, during the normal course of business, an ongoing internal quality assurance program that shall be maintained throughout the term of the contract. This requires the continual use of positive control samples to demonstrate the efficacy of all methodologies in use during the performance of the IHRC contract. Monthly records shall be provided to the IHRC detailing quality control samples (positive control and blind samples), drug identification, quantitation, and assessment of laboratory performance including details of corrective action plans, where necessary, to rectify laboratory deficiencies.
- 1.4.12.7 The laboratory shall identify, by drug and number of called positives, all confirmed positive equine tests over the past five (5) years. The laboratory may redact information that specifically identifies clients, trainers, or horses. Laboratory should identify any case dismissed on this list because of laboratory error or deficiency.
- 1.4.12.8 The laboratory shall provide information relating to any efforts made in the past to educate horsemen about testing and responsible use of permitted medications. The laboratory shall also provide a plan for educational efforts directed toward Indiana horsemen if the lab is awarded the Indiana contract.
- 1.4.12.9 The laboratory shall provide a summary of its ongoing and completed research related to equine drug testing, the regulation of therapeutic medications, or the detection of banned substances in racehorse samples.
- 1.4.12.10 The laboratory should be prepared to continue the IHRC's program of trainer requested testing. These tests are requested by a trainer and performed using the same chain-of-custody protocols and procedures as other tests.
- 1.4.12.11 The laboratory should describe any value-added services it intends to provide beyond those required in this RFP.



1.4.12.12 The laboratory may not outsource, or engage subcontract for, any work related to the IHRC's samples, with the exception of cobalt testing, without prior written consent of the IHRC.

## 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 sections 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 C	Indiana Economic Impact Form
Attachment D	Cost Proposal Template
Attachment E	Business Proposal Template
Attachment F	Technical Proposal Template
Attachment F1	Mandatory Requirements
Attachment G	Q&A Template
Attachment H	Reference Check Form
Attachment I	Pre-proposal Network Opportunities Form
Attachment J	Attestation Form

## 1.6 Pre-Proposal Conference

A pre-proposal conference will not be held for this solicitation. A PowerPoint slide deck will be posted to the solicitation file at <https://www.in.gov/idoa/procurement/current-business-opportunities/> containing the information normally shared during this meeting.



Interested parties may submit any questions they have to be addressed during the written Question/Inquiry process, as further instructed in Section 1.7.

The State strongly encourages potential Prime Contractors and potential Subcontractors to complete and submit **Attachment I** directly to [rfp@idoa.in.gov](mailto: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 respondent community. Though **Attachment I** is not required, the State encourages its use.

## 1.7 Question/Inquiry Process

All questions/inquiries regarding this solicitation must be submitted by the date and time outlined in [Section 1.24](#). Questions/Inquiries may be submitted in **Attachment G**, Q&A Template, via email to [rfp@idoa.IN.gov](mailto:rfp@idoa.IN.gov) and must be received by the time and date indicated in [Section 1.24](#).

The subject line of the email submissions must clearly state the following:  
**"RFP 265-25-80618 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 an 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 received through the Supplier Portal at the link below by the Procurement Division no later than the date and time outlined in [Section 1.24](#) Summary of Milestones. The proposal will be considered the official response in evaluating responses for scoring and protest resolution and may be posted on the IDOA website, <https://www.in.gov/idoa/procurement/award-recommendations/> if recommended for selection. 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.

Multi-Factor Authentication:

<https://www.in.gov/iot/customer-service/myshareingov/multi-factor-authentication/>

Supplier Portal:

<https://www.in.gov/idoa/procurement/supplier-resource-center/requirements-to-do-business-with-the-state/bidder-profile-registration/>

Instructions on to submit an electronic bid:

<https://www.in.gov/idoa/procurement/supplier-resource-center/requirements-to-do-business-with-the-state/bidder-profile-registration/manage-my-bidder-profile/submitted-a-bid/>

Important notes:

Remember that you cannot update the primary contact's email address and use it to sign into the Supplier Portal on the same day.

No more than one proposal per Respondent may be submitted.

Responses may no longer be sent in on flash drives.

The State encourages Respondents to break down their proposals into small file sizes and use compressed zip files, where possible. Uploading large files may lengthen the time to successfully submit your proposal. Checking file sizes of the proposal documents by viewing file properties is also recommended to reduce risks when uploading files.

A bidder ID and password are required to submit a response. For more information on that process, visit: <https://www.in.gov/idoa/wbt/SupplierPortal/index.html>. Bidder ID and password issues are handled by submitting a request for assistance to the State of Indiana Office of Technology and are handled in the order in which they are received. IDOA is not able to assist with these types of issues and they are not justification to miss the submission deadline.

The State strongly encourages Respondents to allow plenty of time when electronically submitting their proposals. Waiting until the last day is not recommended. The Supplier Portal allows documents to be edited until the proposal due date. Therefore, documents could be loaded over several days. The Supplier Portal will not accept proposals once the proposal due date and time has expired, even if a Respondent has already begun uploading bid documents.

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

## **1.9 Modification or Withdrawal of Offers<sup>1</sup>**

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<sup>1</sup> 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.

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.<sup>2</sup>

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, a request for additional information, or a 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**. Any requested changes to the sample contract 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 the contract award.

### 1.12 Best and Final Offer (BAFO)

The State may request the 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.

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<sup>2</sup> Making modifications to the Cost Proposal could result in the proposal being removed from consideration.

#### 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 two (2) years from the date of contract execution. There may be two (2) one-year renewals for a total of four (4) 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 J** 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**

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

#### 1.17 **Procurement Division Registration**

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](http://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. 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 award, the deliverable requirements as agreed upon between the Contractor and Subcontractor, the certified UNSPSC that applies to the award, 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. The MBE and/or WBE Subcontractor amount and Subcontractor percentage is based on the initial 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](http://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](mailto: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](mailto: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 award, the deliverable requirements as agreed upon between the Contractor and Subcontractor, the certified UNSPSC that applies to the award, 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. The IVOSB subcontractor amount and Subcontractor percentage is based on the initial 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 Small Business Certification VETCERT at <https://veterans.certify.sba.gov/> 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. VETCERT at <https://veterans.certify.sba.gov/>, 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 VETCERT federal registry, at <https://veterans.certify.sba.gov/> 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](mailto: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](http://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](mailto: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](mailto: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.<sup>3</sup> 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	August 23, 2024
Deadline to Submit Written Questions	September 13, 2024 by 3:00 PM Eastern Time
Network Opportunities Form	September 13, 2024 by 3:00 PM Eastern Time
Response to Written Questions/Amendments	October 4, 2024
Submission Due Date/Time	October 25, 2024 by 3:00 PM Eastern Time
Submission of Reference Check Forms to State	October 25, 2024 by 3:00 PM Eastern Time
<b><i>The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.</i></b>	
Proposal Evaluation	TBD
Proposal Discussions/Clarifications (if necessary)	TBD
Oral Presentations (if necessary)	TBD
Best and Final Offers (if necessary)	TBD
Award Recommendation	TBD

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<sup>3</sup> Submission dates for Proposals, and Reference Check Forms to State ARE binding and not subject to change.

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

Removed at the request of the agency.

#### 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>.

## **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 received after 1.24 Summary of Milestones, Due Date.
- Each item must be addressed in the Respondent's proposal.
- The Executive Summary must be in the form of a letter.
- Each item, Executive Summary, and attachments must be separate standalone electronic files. Please do not submit your proposal as one large file.
- A Bidder ID is required. See 1.8 Due Date for Bid Responses.
- 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 indicated in Attachment J, Attestation Form and a redacted file provided (See 1.15 Confidential Information).

#### **2.2 Executive Summary**

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.

##### **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**.

Please review the contract and indicate per **Attachment J**, 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.<sup>4</sup>

### 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 reference and emailed by the reference DIRECTLY to the State. The State should receive three (3) **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.

- **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.

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<sup>4</sup> The contracting agency will make the determination during contract negotiations whether proposed alternative language is acceptable. Proposed alternative language is not automatically accepted. The agency has the option to decline proposed language. Inability for the agency and the awardee(s) to agree to terms could jeopardize the contract and end the negotiations.

### 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](http://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**

Removed at the request of the agency.

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

Approval will be system generated and sent to the point of contact email address provided within the Bidder Registration profile. This is to be attached as a screenshot (copied/pasted) for response evaluation.

#### Buy Indiana

Refer to Section 2.6 for additional information.

#### 2.3.16 **Payment**

Removed at the request of the agency.

#### 2.3.17 **Extending Pricing to Other Governmental Bodies**

Removed at the request of the agency.

### 2.4 **Technical Proposal**

#### **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.

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.

#### **2.4.1 MANDATORY REQUIREMENTS**

*Inability to meet any of the below requirements will end consideration of the proposal immediately.*

#### **The Mandatory Requirements Template is Attachment F1.**

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

##### **2.4.1.1 An ISO/IEC Accredited Laboratory**

2.4.1.2 At least one senior staff member must be or shall become a professional member of the Association of Official Racing Chemists and must maintain that status for the duration of the contractual agreement.

2.4.1.3 All race day samples shall be tested in accordance with TOBA guidelines

2.4.1.4 Quantitation of all ARCI approved threshold drugs, and any other substances listed in 71 IAC 8, and 71 IAC 8.5.

2.4.1.5 Quantitation of 16 $\beta$  – hydroxystanozolol, boldenone, nandrolone, and testosterone in biological samples.

2.4.1.6 The proposal must provide a comprehensive description of the internal quality assurance/quality control programs. The external, independent quality assurance program, to include proficiency samples and blind sample testing shall be described, and the specific entity to administer the external testing program must be identified in the Proposal and approved by the IHRC's representative.

2.4.1.7 Key laboratory personnel should be accessible outside of normal business hours including weekends, holidays, and evenings which correspond with the IHRC's race schedule for the year.

2.4.1.8 Provide a description of testing capabilities for equine biological samples, specifically blood, urine, and hair.

2.4.1.9 If applicable, provide a description of testing capabilities for equine biological samples other than blood, urine, or hair (i.e. saliva, semen, etc.).

2.4.1.10 Affirm that IHRC or IHRC staff will be afforded the opportunity to inspect the premises whether in-person or virtually through video conferencing software. Affirm understanding that inspection time/date may be random but will occur within normal business hours.

2.4.1.11 Confirm participation in both internal and external quality control programs as described above as part of bid. Bidders should be participating in these programs prior to submitting a proposal.

## **2.4.2 TESTING OF SAMPLES**

2.4.2.1 Provide existing or proposed ISO/IEC 17025 accreditation including scope(s) of accreditation.

2.4.2.2 Provide a description of similar equine contracts performed in the last three (3) years including contact person(s) and telephone number(s).

2.4.2.3 Provide a list of other relevant certifications and/or accreditations, including but not limited to RMTC.

2.4.2.4 Provide a detailed report of equine analyses performed for the previous three (3) calendar years. The report must include:

A) Number of equine samples analyzed, categorized as urine, blood (serum or plasma), or hair.

B) Listing of prohibited drugs detected, during that period, by name and frequency of detection.

C) Number of overages identified for anti-inflammatory drugs and furosemide.

D) Number of test results that resulted in testimony provided for administrative or court proceedings.

E) Names of cases and jurisdiction in which testimony was given.

F) Results of expert testimony. Include information on any determination made by a hearing officer or quasi-judicial officer that the testimony of the laboratory personnel was not credible. Explain the circumstances and provide information on corrective actions taken subsequent to the determination.

2.4.2.5 Affirm that if awarded the contract from this RFP that the laboratory will be able to turn around non-graded stakes hair samples within seven (7) days for initial screening and an additional seven (7) days for confirmatory analysis.

2.4.2.6 Provide two (2) copies of litigation packages used in actual cases. Provide case outcomes and scientific challenges proffered. Identifying information, such as would violate client confidentiality, may be removed prior to inclusion in the Proposal. If the laboratory has a case that was successfully challenged on scientific merit, it should be submitted as one of the litigation packages. The respondent shall comment on the challenge and provide recommendations for remediation of the existent flaws.

## **2.4.3 GRADED STAKES TESTING**

2.4.3.1 Provide assurance of ability to comply with TOBA guidelines or provide an acceptable alternative for the testing of these samples outlined in this RFP.

2.4.3.2 Affirm that if awarded the contract from this RFP, the laboratory will be able to complete confirmatory analysis as necessary on a high volume of hair samples within seven (7) days to ensure that IHRC can take necessary action based upon testing results prior to a graded stakes race.

## **2.4.4 RECORD KEEPING AND RECORD RETENTION**

2.4.4.1 Provide a sample "chain-of-custody" document being utilized with a similar client.

2.4.4.2 Provide a record retention schedule.

## **2.4.5 OWNERSHIP**

2.4.5.1 Provide a complete list of all officers and directors of the company as well as any person(s)\_ who owns more than 5% of the company or the company stock.

2.4.5.2 Please affirm that no person having a direct financial interest in the racing laboratory is a shareholder, officer, partner, or director shall have a direct financial interest in the ownership of racehorses, either directly or indirectly, or any other financial interest connected with horse racing.

2.4.5.3 Please affirm that no laboratory staff shall have a financial interest in the ownership of racehorses, either directly or indirectly, or any other financial interest connected with horse racing.

## **2.4.6 STANDARD OPERATING PROCEDURES AND LABORATORY MANUAL**

2.4.6.1 Provide a current Standard Operating Procedure Manual and Quality Manual. Describe how the laboratory will archive retired copies of the standard operating procedures in such a manner that the procedures that were used to test each specific sample can be identified.

## **2.4.7 COLLECTING AND SHIPPING SAMPLES**

2.4.7.1 Please submit a sample of the following with the proposal, unless otherwise indicated. Further specifications can be found in section 1.4.6 Summary Scope of Work.

A) Sample Container – lockable, insulated, secure containers. All sample shipping containers must be fitted with locks and hasps to ensure sample integrity and security. The containers should be insulated against extreme heat and cold. Please submit a photograph of actual shipping containers to be used including a photograph of the lock and hasp closure. The IHRC reserves the right to request a physical sample. Please submit a schematic of how the shipping container should be packed for shipment in order to ensure the integrity of the samples. Include the dimensions of the shipping container and maximum number of blood and urine samples each shipping container can hold.

B) Collection cups with lids – sealed, leakproof and unbreakable containers with a minimum capacity of 250 milliliters.

C) Split sample cups with lids – sealed, leakproof 100 milliliter specimen cups for frozen storage.

D) Blood tubes – 12.5 mL serum separator vacuum tubes including SS tubes for split blood sample collection and storage. If multiple tubes of blood are necessary to fulfill the testing requirements of IHRC, please provide a number of tubes per sample and reason(s) why multiple tubes are necessary.

- E) Needle – 20 gauge 1” vacutainer needles.
- F) Sample tickets and tamper proof evidence seals for blood and urine samples.

2.4.7.2 List and describe fully the material to be shipped to the racetracks for sample collection, sample containment, sample preparation, sample identification, sample security (sealing), sample packing and shipment, container security and sample documentation. Additionally, include proposed supplies shipment schedule for each race meet (harness and flat racing).

2.4.7.3 Affirm the ability to ship additional samples as directed for non-pari-mutuel (out of competition) testing.

2.4.7.4 Provide courier name and sample shipping schedule.

## **2.4.8 METHODOLOGY**

2.4.8.1 Provide a description of instrumental methods of analysis proposed including:

A) The scope of drug coverage by instrumental methods, specifying where applicable, preferred methods for individual drugs or their metabolites to include each of the following:

- I. GC/MS (gas chromatography/mass spectrometry) or GC/MS<sup>n</sup>
- II. LC/MS (liquid chromatography/mass spectrometry) or LC/MS<sup>n</sup>
- III. HPLC/MS

B) Identification of substances for exclusion from instrumental screening and justification for said exclusion to include each of the following:

- I. GC/MS (gas chromatography/mass spectrometry) GC/MS<sup>n</sup>
- II. LC/MS (liquid chromatography/mass spectrometry) LC/MS<sup>n</sup>
- III. HPLC/MS
- IV. Other instrumental methods that achieve the stated goals of the commission

C) The relevant standards used for identification to include each of the following:

- I. GC/MS (gas chromatography/mass spectrometry) GC/MS<sup>n</sup>
- II. LC/MS (liquid chromatography/mass spectrometry) LC/MS<sup>n</sup>
- III. HPLC/MS
- IV. Other instrumental methods that achieve the stated goals of the commission

D) Standard Operating Procedures for each of the instrumental screening methodologies to be performed by the laboratory.

#### 2.4.8.2 Description of panel of immunoassay test proposed including scope of drug coverage

Describe fully and provide justification for selecting the proposed ELISA tests to be performed as a complement to instrumental screening methods.

Identify proposed ELISA tests to be performed daily. Provide a list of available tests for inclusion in rotations.

Describe all immunoassay tests to be offered including the scope of drug coverage and the limits of detection.

Offeror must include all SOPs employed in ELISA testing from sample preparation through reporting of results.

Request for approval to pool samples for immunoassay testing including number of samples to be pooled per test, ELISA tests for which pooled sample testing is requested, and justification for pooling of samples, if applicable.

#### 2.4.8.3 Description of phenylbutazone and furosemide quantitation methods and the coefficient of variation or other estimate of measurement uncertainty for the standard method of quantitation for these analytes as used in the laboratory.

#### 2.4.8.4 Description of screening and confirmation analysis for out of competition testing for blood doping drugs such as erythropoietin and darbepoetin.

#### 2.4.8.5 Description of screening and confirmation analysis for beta-agonist drugs, including, but not limited to, zilpaterol and ractopamine.

#### 2.4.8.6 Description of any other tests or testing methodologies that the laboratory proposes to employ in testing IHRC's samples.

#### 2.4.8.7 Detailed description of confirmatory testing methodology.

#### 2.4.8.8 Provide a data package used to support a chemical identification; the laboratory may delete any information in the data package that would identify the source of the sample tested.

### **2.4.9 QUALITY ASSURANCE/QUALITY CONTROL PROGRAM/PROFICIENCY AND BLIND SAMPLE TESTING PROGRAM**

2.4.9.1 Provide a comprehensive description of the internal quality assurance/quality control program. The external, independent quality assurance program, to include proficiency samples and blind sample testing shall be scribed, and the specific entity to administer the external

testing program must be identified in the Proposal and approved by the IHRC's representative.

2.4.9.2 Additionally, any results of external quality control samples and independent quality assurance activities over the past three (3) years must be included.

2.4.9.3 Provide the total number of internal and external quality control (QC) samples (positive controls and blind samples) analyzed over each of the previous three (3) years along with total number of samples analyzed, categorized as urine, blood (serum or plasma) samples. QC samples for phenylbutazone, flunixin, and furosemide quantitation in serum or plasma should be itemized separately.

2.4.9.3 Provide a description of corrective action taken if any of the internal and external quality control (QC) samples resulted in failed analysis.

#### **2.4.10 LABORATORY STAFF**

2.4.10.1 Provide projected staffing description, including lead, technical, and support personnel and a plan to implement required staffing for this contract if not currently in place.

2.4.10.2 Provide resumes for all personnel having any responsibility for the IHRC contract work. This must fully reflect any and all experience and expertise in the field of equine drug testing.

2.4.10.3 List the person dedicated to the proposed IHRC work along with his/her status as a member of the Association of Official Racing Chemists. Include the following as well:

Key contact to and from whom all communications with IHRC will take place.

Laboratory technical manager/director – if different from above.

Laboratory quality manager.

Technical Staff.

Support Staff.

2.4.10.4 List all AORC members and their term (years) of membership.

2.4.10.5 The scientific and support staff must include sufficient technically competent people to support the workload of the IHRC samples, along with any other contractual obligations of the laboratory within the prescribed time limits. Please indicate these staffing positions and provide their resume.



2.4.10.6 Does your company have the ability to have key laboratory personnel accessible outside of normal business hours, including weekends, holidays, and evenings which correspond to the IHRC's race schedule for the year? Please answer yes or no. If no, please explain.

2.4.10.7 Please affirm that the laboratory will not make changes in key personnel without the approval of the IHRC.

2.4.10.8 Provide name(s) and resume(s) of qualified personnel who would provide expert testimony upon request of the IHRC.

## **2.4.11 LABORATORY FACILITIES**

2.4.11.1 Describe fully the laboratory facility including the physical location and address, the total square footage of the laboratory, the date established, total number of full-time and part-time employees, and the total of areas of the laboratory to be used for work dedicated to the IHRC.

2.4.11.2 Describe fully the security systems routinely implemented to ensure sample integrity, chain of custody, restricted access and sample storage.

2.4.11.3 List all normal business hours that the proposed work for the IHRC is to be performed.

2.4.11.4 Describe the secure and sample-appropriate storage space for the IHRC's official samples to maintain chain of custody and chemical integrity. Describe the storage space for testing related supplies and lockable file cabinets for confidential materials including, but not limited to, test results, documentation packets, evidentiary materials, and correspondence with the IHRC.

2.4.11.5 Describe the laboratory space equipped with proper bench space, fume hoods, acid/base storage, flammable solvent storage and reagent storage sufficient to satisfy the State and/or Federal Occupational Safety and Health Requirements and standards set forth through ISO/IEC 17025.

2.4.11.6 The laboratory shall have and maintain all applicable Federal and State drug and/or controlled dangerous substances licenses or permits. Please provide copies of those permits.

2.4.11.7 Please affirm that you are willing to admit any IHRC Commissioners, the Executive Director, and/or designated representative(s) to the laboratory premises for random inspection during regular business hours.

2.4.11.8 Please affirm that in lieu of an in-person site visit, you are capable of conducting a virtual tour of the laboratory premises using Skype or an equivalent video conference tool.

#### **2.4.12 LABORATORY EQUIPMENT**

2.4.12.1 Describe fully the following instrumentation and equipment. State whether the equipment is on-site and owned wholly by the laboratory, leased, rented, or on loan. In the case of temporary assignment, state the terms of equipment availability.

2.4.12.2 The laboratory shall have and maintain the necessary equipment in proper working order at all times, provide schedules, and documentation for routine maintenance and or calibration of the following: Gas chromatograph/mass spectrometer equipped with computer data system and libraries.

High performance liquid chromatograph equipped with ultra-violet absorbance, fluorescence, diode array, mass spectrometric devices and detectors.

Liquid chromatograph/mass spectrometer.

Any additional equipment identified in the laboratory's response to this RFP.

2.4.12.3 Provide documentation that demonstrates proficiency in the performance of the following:

Liquid/liquid extraction or comparable methodologies.

ELISA and/or other immunoassay techniques, which may include automated sample handling, washing, reagent dispensing apparatus and an endpoint reading instrument.

Additional methodologies identified in the laboratory's response to this RFP.

2.4.12.4 List all additional equipment available for the performance of the proposed work for the IHRC. State whether the equipment is on-site and owned wholly by the laboratory, leased, rented, or on loan. In case of temporary assignment, state the terms of equipment availability.

2.4.12.5 List all instrumentation that is currently under a preventative maintenance service contract or agreement.

2.4.12.6 List all staff dedicated to the IHRC proposed work that have been trained in the operation of each piece of instrumentation and by whom the training was performed.

2.4.12.7 List any back-up or contingency plans in case of equipment failure.

## **2.4.13 ADDITIONAL REQUIREMENTS**

2.4.13.1 Provide a listing of peer reviewed scientific publications relating to equine racing chemistry resulting from work performed in your laboratory.

2.4.13.2 Describe fully all equine research projects originating in or from work in your laboratory and the funding sources within the last three (3) years.

2.4.13.3 The IHRC has budgeted and is holding in reserve \$50,000 annually for future testing needs. As the use of performance enhancing drugs in horse racing evolves, the IHRC will need technical assistance from vendor(s) to develop tests as new drugs arise. Please detail how you will assist the IHRC in developing these tests and your typical price development process. The IHRC anticipates adding blood profiles, intended to monitor equine health and organ function, to its drug testing program. Bidders should be prepared to secure a vendor capable of performing this service upon request of IHRC. The reserve money will be used to compensate the primary laboratory for this work.

2.4.13.4 Provide confirmation that screening analyses of race day samples can be accomplished within five (5) business days of receipt of the sample. Describe circumstances, and provide examples of drugs, where additional time to confirm suspicious findings might be requested. Provide affirmation that you will notify IHRC immediately if race day samples cannot be screened within five (5) business days. Additionally, provide confirmation that confirmatory analyses can be completed within five (5) business days following an initial screening of a sample, if required by the IHRC. Provide affirmation that you will notify IHRC immediately if confirmatory analyses cannot be completed within five (5) business days following the initial screening.

2.4.13.5 Identify the laboratory you propose to use for facilitation of testing of serum samples and for the presence of cobalt in excess of threshold levels established by IHRC rules (currently 25 parts per billion). Provide technical specifications regarding that laboratory's ability to accurately and efficiently analyze serum for the presence of cobalt. Include the per-test cost associated with each serum sample submitted for cobalt analysis, and the selected laboratory's anticipated time for providing results. Further, provide a proposed Memorandum of Understanding between the laboratory proposed for cobalt testing and your laboratory.

2.4.13.6 Identify, by drug and number of called positives, all confirmed positive equine tests over the past five (5) years. The laboratory may redact information that specifically identifies clients, trainers, or horses.

2.4.13.7 Provide information relating to any efforts made in the past to educate horsemen about testing and responsible use of permitted medications. The laboratory shall also provide a plan for educational efforts directed toward Indiana horsemen if the lab is awarded the Indiana contract.

#### **2.4.14 SUGGESTED ADDITIONAL INFORMATION**

2.4.14.1 The IHRC intends to form a partnership with the chosen laboratory to remain at the cutting edge of testing and sanctioning illegal or illicit drug use in horse racing in Indiana. As such, the IHRC strongly suggests that the bidders provide a list of substances/drugs for which the laboratory has the capability to test. Additionally, bidders should provide IHRC with the total number of substances/drugs that are screened for in each test. Understanding the proprietary nature of the above information, and the need for the information to be protected from potential bad actors in the horse racing industry, the IHRC is prepared to treat the above as confidential and proprietary if the bidder follows the instructions included for confidential information in this RFP. Bidders that decline to provide the above information should provide a detailed description of why that choice was made.

## **2.5 Cost Proposal**

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

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

In the aggregate, the State is expected to spend approximately \$670,000 annually on equine drug testing services. Since this number is based on past and forecasted usage and may fluctuate up or down, the State is not able to guarantee that future spending will be at these levels. Nevertheless, this amount is provided as an aid to bidders responding to this RFP.

The IHRC has budgeted and is holding in reserve \$50,000 annually for future undetermined testing needs. As the use of performance enhancing drugs in horse racing evolves, the IHRC will need technical assistance from vendor(s) to develop testing methods as new drugs are discovered. The \$50,000 reserve has been incorporated into the cost proposal template. The IHRC anticipates adding blood profiles, intended to monitor equine health and organ function, to its drug testing

program. Bidders should be prepared to secure a vendor capable of performing this service at the request of the IHRC.

Respondent's cost proposals will be evaluated on the potential two (2) year initial term of the contract; therefore, the baseline used for cost scoring will be \$1,340,000 (\$670,000 x 2). Please note that the baseline includes \$158,000 (\$79,000 x 2) locked in for cobalt analysis and future testing needs.

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 detailed explanation of *Maintenance and Support* to correspond to *Maintenance and Support items* if described in the Technical Proposal.

**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 Form**

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

### 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 Business Preference) /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 J** (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 J**. **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 J**, 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 J, 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 J** 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 IHRC for further action, such as contract negotiations. If, however, IDOA and IHRC 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:**

<b>Criteria</b>	<b>Points</b>
1. Adherence to Mandatory Requirements	Pass/Fail
2. Management Assessment/Quality (Business and Technical Proposal)	<b>45 available points</b>
3. Cost (Cost Proposal)	<b>35 available points</b>
4. Buy Indiana	5
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 (1bonus points are available, see Section 3.2.6)
<b>Total</b>	<b>100 (103 if bonus awarded)</b>

All proposals will be evaluated using the following approach.

**Step 1**

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

- Executive Summary and required content
- **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 J** Attestation Form, complete with all requested supporting documents

Any proposals not meeting the Mandatory Requirements will be disqualified.

**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**  
**45** available points

- 3.2.3 Price**  
**35** available points

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

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

- 3.2.4 Buy Indiana Initiative – 5 points**

Respondents qualifying, and documenting per **Attachment J**, 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 points<sup>5</sup>**

The following formula will be used to determine points to be awarded

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<sup>5</sup> Required documentation must, of course, be provided to receive points as described.

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.	.625	1.25	1.875	2.5	3.125	3.75	4.375	5.0

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

**3.2.6 Women Business Subcontractor Commitment - 5 points <sup>6</sup>**

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:

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<sup>6</sup> Required documentation must, of course, be provided to receive points as described.

%	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
.			5		5		5		5		

*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** <sup>7</sup>

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 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

<sup>7</sup> Required documentation must, of course, be provided to receive points as described.

*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.