

# **STATE OF INDIANA**

## ***Request for Quotation***

**SOLICITATION NO: Event 003000000084806**

REQUEST FOR: **300 EO Data Visitation Software**

REQUESTED BY: **DNR- Executive Office and Division of Communications**

REQUESTOR: **Angela Settles**

PHONE: **317-232-4108**

Email: **ASettles1@dnr.in.gov**

**YOUR RESPONSE MUST BE RECEIVED BY: Monday, August 25, 2025 @ 10:00AM EDST**

## **GENERAL INFORMATION**

The information below is provided to assist you in completing this request. Please note that these instructions may not contain all applicable requirements. Careful reading of this request is imperative. Failure to follow these instructions or those printed throughout this package could lead to rejection of your quotation. It is not necessary to return this page with your response.

- Type or print legibly in black ink all requested information, including prices and extensions, as well as accurate vendor information.
- Manually sign the Signature Page and Contract if applicable.
- Fax or mail your response to the Requestor listed above. **(IF THE RESPONSE IS GREATER THAN \$75,000, A MANUAL SIGNATURE IS REQUIRED, THEREFORE A FAX IS NOT ACCEPTABLE) AGENCY PERSONNEL ARE ONLY AUTHORIZED TO CONDUCT PURCHASES OF THIS DOLLAR AMOUNT ON MAINTENANCE AGREEMENTS AND SOFTWARE LICENSES.**
- Do not add any contractual or payment terms and conditions. Terms and conditions of the award will be those listed in this request package and the resulting Purchase Order only.
- If you are not eligible to claim the Recycled Preference but are offering recycled content products, please list the percentage of content for EACH LINE ITEM and provide manufacturer certification.
- If you are not willing to accept a split award (partial order), your response must include the statement, "Bidding all or none."
- Your response must be received by the requested date and time indicated.
  - If you have questions regarding this request, contact the requestor listed above.

Bidders are not required to be registered with the Procurement Division to respond to a solicitation. If your quotation is recommended for an award, you will be notified of the registration requirements. You will have five (5) days from the date of notification to complete the registration requirements, or the recommended award will be canceled. To register electronically, visit <http://www.in.gov/idoa/2464.htm>.

# Event Details

## State of Indiana Request for Quotation

Event ID	Format	Type	Page
00300-0000084806	Buy	RFx	1
Event Name			
300 EO Data Visitation Software			
Start Time		Finish Time	
07/25/2025 09:46:00 EDT		08/25/2025 10:00:00 EDT	

### Event Description

The Indiana Department of Natural Resources is seeking a service to provide visitation counts and movement insights via mobile phone location/geolocation tracking for an estimated 600 custom zones around State-managed properties

**Bidder:** INTERNAL EVENT DETAILS

**Submit To:** Natural Resources  
Indiana Dept of Natural Resources  
Division of Purchasing  
402 W WASHINGTON ST RM W265  
INDIANAPOLIS IN 46204  
United States

**Contact:** Angela Settles - 00300  
**Phone:** 317.232.4108  
**Email:** ASettles1@dnr.IN.gov

### General Comments

- This is a request to establish a Contractual Agreement for Data Visitation Software Services. Contract commencing 10/1/2026 or from date of last State signature, whichever is later and ending 9/30/2026 or one year after the State's last signature, whichever is later. By mutual consent of both parties, contract may be renewed. The term of the contract, including any renewals, may not exceed four (4) years. Prices may be listed in the unit requested (per Service). Prices listed above and beyond what is requested shall not be considered and shall be reason to reject bid/quote. Prices must be inclusive of all applicable charges.

To allow for sufficient processing time in compliance with Indiana State Law, all quoted prices offered to the State under this Solicitation Event must be valid for thirty (60) calendar days after the Response Due Date (aka Finish Time) listed above.

### Line Details

No Bid:

☐

Line: 1 Item ID:  
Required: No Reserve Price: No

**Description:** Contract for Data Visitation Software - Service to provide visitation counts and movement insights via mobile phone location/geolocation tracking for an estimated 600 custom zones around state-managed properties

#### Comments:

- The Indiana Department of Natural Resources is seeking a contract for service to provide visitation counts and movement insights via mobile phone location/geolocation tracking for and estimated 600 custom zones around state-managed properties. Attached is a list of DNR managed locations that should be included in data sets and dashboards. Note: these locations can be provided, if requested, as Esri GIS data. Data should include, at minimum:
  - Visitation: Hourly, daily, monthly, multi-year trend
  - Movement: movement between DNR locations, within DNR locations, and travel before and after visiting DNR locations
  - Visitor Demographics: age, gender, income range, race/ethnicity distribution employment, education and household size and type
  - One-year historical data from the date of the start of the contractAll data collected and shared must be compliant with federal, state and local privacy regulations. Visitation and demographic data shall be delivered at least monthly in an online dashboard accessible for five (5) users. The agency has no current way of collecting visitor data and relies on estimates. Using a company/software that can provide visitor visit and demographic data will enable the agency to discover its audience and focus on specific marketing and branding efforts.
- \*Please complete the IOT Cloud Questionnaire provided and return with your BID. Thank you.

This link has the GIS Locations: <https://experience.arcgis.com/experience/c17974ec6cca4a3da0d9b2474c5af554/>

Response

What is your quote/bid price?

#### Response Comments

# Event Details (cont.)

## State of Indiana Request for Quotation

Event ID	Format	Type	Page
00300-0000084806	Buy	RFx	3
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300 EO Data Visitation Software			
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07/25/2025 09:46:00 EDT		08/25/2025 10:00:00 EDT	

**Bidder:** INTERNAL EVENT DETAILS

**Submit To:** Natural Resources  
Indiana Dept of Natural Resource  
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402 W WASHINGTON ST RM W265  
INDIANAPOLIS IN 46204  
United States

**Contact:** Angela Settles - 00300  
**Phone:** 317.232.4108  
**Email:** ASettles1@dnr.IN.gov

## Bidder Information

Firm Name:		
Name:	Signature:	Date:
Phone #:	Fax #:	
Street Address:		
City & State:	Zip Code:	
Email:		

The following is a list of DNR managed locations that should be included in data sets and dashboards. Note: these locations can be provided, if requested, as Esri GIS data.

Clifty Falls State Park	Crosley Fish And Wildlife Area
Indiana Dunes State Park	Harrison-Crawford State Forest
Brown County State Park	Yellowwood State Forest
Patoka Lake	Blue Grass Fish and Wildlife Area
Monroe Lake	Mounds State Park
Fort Harrison State Park	Tri-County Fish And Wildlife Area
Morgan-Monroe State Forest	Menominee Wetland Conservation Area
Versailles State Park	Atterbury Fish And Wildlife Area
Brookville Lake	Glendale Fish And Wildlife Area
Mississinewa Lake	Kingsbury Fish And Wildlife Area
Jackson-Washington State Forest	O'Bannon Woods State Park
Mounds State Recreation Area	Hardy Lake
Cecil M. Harden Lake	Chamberlain Lake
Cagles Mill Lake	Tippecanoe River State Park
Salamonie Lake	Sugar Ridge Fish And Wildlife Area
J. Edward Roush Fish and Wildlife Area	Austin Bottoms Conservation Area
Violet And Louis J. Calli Sr. Nature Preserve	Lake Harner Recreation Area
Pokagon State Park	Owen-Putnam State Forest
Clark State Forest	Goose Pond Fish And Wildlife Area
Turkey Run State Park	Trail Creek West Branch Public Fishing Area
McCormick's Creek State Park	Willow Slough Fish And Wildlife Area
Shakamak State Park	Rangeline Nature Preserve
Potato Creek State Park	Chustak Public Fishing Area
Prophetstown State Park	Wilbur Wright Fish And Wildlife Area
Lincoln State Park	Kankakee Fish And Wildlife Area
Ferdinand State Forest	Salamonie River State Forest
Driftwood Public Fishing Area	Lasalle Fish And Wildlife Area
Chain O' Lakes State Park	Shades State Park
Eagle Marsh	Wabash River Conservation Area
Spring Mill State Park	Interlake Off-Road State Recreation Area
Hoosier Prairie	Jimmerson Lake Wetland Conservation
Charlestown State Park	Selmier State Forest
Whitewater Memorial State Park	Fairbanks Landing Fish And Wildlife Area
Summit Lake State Park	Winamac Fish And Wildlife Area
Tell City Public Access Site	LaSalle Fish and Wildlife Area
Ohio River Greenway	Falls Of The Ohio State Park
Harmonie State Park	Knox Public Access Site
Pigeon River Fish And Wildlife Area	Chinook Fish And Wildlife Area
Ouabache State Park	Hovey Lake Fish And Wildlife Area
Greene-Sullivan State Forest	Marsh Lake Wetland Conservation Area
Martin State Forest	Koontz Lake Wetland Conservation Area
Wabashiki Fish And Wildlife Area	Pike State Forest

The following is a list of DNR managed locations that should be included in data sets and dashboards. Note: these locations can be provided, if requested, as Esri GIS data.

Jasper Parklands	Ambler Flatwoods
Deer Creek Fish And Wildlife Area	Randolph County Wildlife Management Area
Jasper-Pulaski Fish And Wildlife Area	Mallard Roost Wetland Conservation Area
Cedar Lake Marsh	Green Valley Public Fishing Area
Little Chapman Lake	Big Walnut Nature Preserve
Redbird Off-Road State Recreation Area	Modoc Wildlife Management Area
Wawasee Public Fishing Area	Davis Ferry Park Public Access Site
Hillenbrand Fish And Wildlife Area	Sugar Creek Conservation Area
Noblesville Public Access Site	Salt Creek Public Fishing Area
Elk Creek Wildlife Management Area	Jasper Public Access Site
Crooked Lake Nature Preserve	Loblolly Marsh Nature Preserve
Reynolds Creek Gamebird Habitat Area	Salt Creek North
Zappia (Twin Branch) Public Access Site	Martindale Public Fishing Area
Moraine Nature Preserve	Attica Public Access Site
Trine State Recreation Area	Fairbanks Park Public Access Site
Iroquois Gamebird Habitat Area	Monticello City Park Public Access Site
Center Lake Wetland Conservation Area	Trail Creek Johnson Road Public Fishing Area
Brock Sampson-Hardin Ridge	Big Chapman Lake
Portland Arch	Pipewort Pond Nature Preserve
Lake Cicott Public Access Site	Province Pond Wetland Conservation Area
Little Pigeon Creek Wetland Conservation Area	Bischoff Reservoir (Batesville) Public Access Site
Kimmel Park Public Access Site	Bluffton Wetlands Conservation Easement
Stoutsburg Savanna	Norway Dam Public Fishing Area
Bluffs Of Beaver Bend	Nine Penny Branch (Run Woods) Nature Preserve
Underwood-Grandis Tract	Anspaugh Wetland Conservation Area
Thomastown Bottoms Nature Preserve	White Oak Public Fishing Area
Kirkendall Gamebird Habitat Area	Sylvan Lake Public Access Site
Cedar Swamp Wetland Conservation Area	Stone Lake Public Access Site
Stucker Fork Fish And Wildlife Area	South Bend (St. Joseph R.) Public Access Site
Cypress Lake Public Fishing Area	Bedford (Wht R. E. Fork) SR 37 Public Access Site
Maple Ave Public Access Site	Monticello Public Access Site
Wawasee Wetlands Conservation Area	Lost Hill Wetland Conservation Area
Guldlin Park Public Access Site	Michigan City Fish & Wildlife Headquarters
Black Rock Barrens	Williams Dam Public Fishing Area
Freeman Shafer Gamebird Habitat Area	
Clinton Public Access Site	
HRI Wabash River	
Bittern Bog Wetland Conservation Area	
Koontz Lake Nature Preserve	
Cedar Lake Public Access Site	
DFW Bloomington Field Office	

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Barnes-Seng Wetland Conservation Area  
Eller Pond Wetland Conservation Area  
Ligonier Public Access Site  
Aukiki Wetland Conservation Area  
Big Walnut Natural Area  
Crooked Lake Public Access Site  
Frances Slocum State Forest  
Kuhn Lake Public Access Site  
Hamilton Lake Public Access Site  
Mountain Tea State Forest  
Moraine Natural Area  
Knop Lake Public Fishing Area  
Columbus White River Public Access Site  
Deniston Natural Resource Area  
Loon Lake Nature Preserve  
NE F&W Regional Headquarters  
Big Turkey Lake Public Access Site  
Old Town Lake Public Access Site  
Fowler Park Public Access Site  
Olin Lake Nature Preserve  
Backwater / Webster Public Access Site  
Big Lake Public Access Site  
Fish Lake Wetland Conservation Area  
Strawtown Public Access Site  
McCloskey's Burr Oak Savanna  
Simonton Lake East Public Access Site  
Iroquois River Public Access Site  
Martinsville Public Fishing Area  
Judy Burton Nature Preserve  
Fort Ouiatenon Historical Park  
Goose Lake Wetland Conservation Area  
Mill Race Park Public Access Site  
Adams Mill Public Fishing Area  
Fish Ladder  
Boone's Pond Public Fishing Area  
White County Public Access Site  
St. Patrick's Farm Public Access Site  
Pike Lake Public Access Site  
Hufford Trust Gamebird Habitat Area  
Waterman Public Access Site  
Tippecanoe Fish And Wildlife Area  
Covington Public Access Site  
Maumee Roadside Park

Menominee Public Fishing Area  
Koontz Lake Dam Property  
Splinter Ridge Fish And Wildlife Area  
Ropchan Wetland Conservation Area  
Winamac City Park Public Access Site  
Hindostan Falls Public Fishing Area  
Center Lake Public Access Site  
Springfield Fen Nature Preserve  
Harrold's Landing Blue Lake Public Access Site  
Veale Creek Wildlife Management Area  
Mud Pine Gamebird Habitat Area  
Shelbyville Public Access Site  
Mengerson Natural Area  
Grouse Ridge Public Fishing Area  
Grand Prairie Natural Area  
Chapman Lake Public Access Site  
Westerkamp Wildlife Management Area  
Kankakee River Swampland  
Hursttown Reservoir Public Access Site  
Bell Ford Public Access Site  
Loon Lake (Noble) Public Access Site  
Driftwood River Lowell Bridge Public Access Site  
Huntingburg Lake Public Access Site  
Blue Cast Springs Nature Area  
Azalia Bridge (Flatrock R.) Public Access Site  
Sparksville Public Access Site  
Durham Lake Wetland Conservation Area  
Eagle Lake Wetland Conservation Area  
Ravinia State Forest  
Golden Lake Public Access Site  
Patoka River Public Access Site  
Shanklin Park Public Access Site  
Hall (Oscar And Ruth) Woods Nature Preserve  
Scott Mill Pond Public Fishing Area  
Palestine Lake Public Access Site  
Trail Creek Forks Public Fishing Area  
J.I. Case Marsh Public Access Site  
White River Bend Wildlife Management Area

The following is a list of DNR managed locations that should be included in data sets and dashboards. Note: these locations can be provided, if requested, as Esri GIS data.

Lake Of The Woods Public Access Site	Turkey Foot Wetlands Conservation Area
206th St Public Access Site	Kearns Public Access Site (Wabash River)
Baugo Bay Public Access Site	Pisgah Marsh Nongame Area And
Clear Lake Public Access Site	Boardwalk
Troy Public Access Site	Grassy Creek Public Access Site
Roxanna Marsh	Kekionga Pond Public Access Site
Galena Marsh Wetland Conservation Area	Buckskin Wetland Conservation Area
Winslow Public Access Site	Jasper-Pulaski State Nursery
Granville Bridge Public Access Site	Tippecanoe River Haschell Bdrge Public
White River Henderson Bridge Public	Access Site
Access Site	White County Gamebird Habitat Area
Cave River Valley	Maxinkuckee Wetland Conservation Area
William Malle Memorial Public Access	Lubbe (Gilbert And Alma Nentrup) Nature
Site	Preserve
St. Joseph Public Access Site	Jug Rock Nature Preserve
Lawrenceport Public Access Site	Conrad Savanna
Liberty Mills Public Access Site	Crane Lake Public Access Site
Dewart Lake Public Access Site	Worthington Public Access Site
Rockford Public Access Site	Survant Public Access Site
Nyona Lake Public Access Site	Round Lake Wetland Nature Preserve
Bill Newton Public Access Site	Buffalo Pond
Trevlac Bluffs	Sacarider Lake Public Access Site
Pleasant Lake Public Access Site	Mayhew Bridge Public Access Site
Twin Swamps	Shoals Public Access Site
Watland Gamebird Habitat Area	Flatrock River Public Access Site
Lake Clare Public Access Site	Sparta Lake Public Access Site
Grand Prairie Nature Preserve	South Whitley Public Access Site
Bristol Public Access Site	Shipshewana Lake Public Access Site
Wells Woods Addition	Bob Kern Wetlands Nature Preserve
Historic Mansfield Roller Mill	Elkhart Bog
Lime Lake Public Access Site	White River Spencer Public Access Site
Bass Lake Public Access Site	Witmer Lake Public Access Site
Little Turkey Lake (Lagrange) Public	Wabash Public Access Site
Access Site	Bear Grass Public Access Site (Eel River)
Messick Lake Public Access Site	Bloomfield Barrens Nature Preserve
Syracuse Lake Public Access Site	Mill Pond Lake Public Access Site
Carnahan Public Access Site	New Harmony Public Access Site
Oliver Lake Public Access Site	Whitewater Valley Conservation Area
Adamsboro Bridge Public Access Site	Trail Creek Public Fishing Area
Sherman St. (St. Joseph R.) Public Access	Hemmer Woods Nature Preserve
Site	Big Bower Lake Public Access Site
Fish Lake Public Access Site (Riddick)	Brownstown Public Fishing Area
Winamac South Public Access Site	Westville Public Access Site

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Adams Lake Public Access Site  
Dick Blythe Wetland Conservation Area  
Cedarville Reservoir Public Access Site  
Little Turkey Lake Public Access Site  
Crawleyville Public Access Site  
Vinegar Hill (Codden Farm) Gamebird  
Habitat Area  
Flat Rock River Public Access Site  
Brooksborg Public Access Site  
Wall Lake (Neihart Landing) Public Access  
Site  
Huston Ditch Wetland Conservation Area  
Otter Lake Public Access Site  
Medora Public Access Site  
Lake Maxinkuckee Public Access Site  
Lake Manitou Public Access Site  
South Mud Lake Public Access Site  
Big Otter Lake Public Access Site  
Strawton Koteewi Park  
Skinner Lake Public Access Site  
Hudson Lake Public Access Site  
White Oak Cemetery Nature Preserve  
Omer Cole Public Access Site  
Dixon Lake Public Access Site  
Engle Lake Public Access Site  
Lyons Gamebird Habitat Area  
Laketon Public Access Site (Eel River)  
Paragon Public Access Site  
New Lake Public Access Site  
Brush Creek Public Access Site  
Hog Lake Public Access Site  
Big Long Lake Public Access Site  
Lake Everett Public Access Site  
Wildcat Creek Public Access Site  
Bixler Lake Public Access Site  
Washington Public Access Site  
Cree Lake Public Access Site  
Pine Creek Bottoms Gamebird Habitat  
Area  
Lawrence Lake Public Access Site  
Williams Lake Public Access Site  
Yellow Creek Lake Public Access Site  
Baltzell-Lenhart Woods Nature Preserve

Westler Lake Public Access Site  
Idaville Gamebird Habitat Area  
Meteer Lake Public Access Site  
Deer Run Park Public Access Site  
Riverside Park Public Access Site  
Shelby Public Access Site  
Fletcher Lake Public Access Site  
Pulaski Mill Public Access Site  
Jordan Branch Wildlife Management Area  
Beaver Dam Lake Public Access Site/La  
Grange Co  
North Chain (Bass Lake) Public Access  
Site  
Howat 80 Wildlife Management Area  
Big Spring Nature Preserve  
Shriner Lake Public Access Site  
Mishawaka Public Access Site  
Long Lake Public Access Site  
Cedar Creek Public Access Site  
Dogtown Ferry (Wabash R.) Public Access  
Site  
French Post Park Public Access Site  
Tippecanoe River Oakdale Dam Public  
Access Site  
Pretty Lake Public Access Site  
Kirsch Gamebird Habitat Area  
Bryan (Eunice Hamilton) Nature Preserve  
Millport Public Access Site  
Rome City Wetland Conservation Area  
Pointer Ridge Gamebird Habitat Area  
Upper Long Lake Public Access Site  
Section Six Flatwoods Nature Preserve  
Shrader-Weaver Managed Area  
Flora Gamebird Habitat Area  
Prudential Gamebird Habitat Area  
Old Tip Town Public Access Site  
Indian Village Lake Public Access Site  
White/Muscatatuck River Public Access  
Site  
Fish Lake Public Access Site  
Fox Lake Public Access Site  
Mendenhall Wetland Conservation Area  
Youngman Woods



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Ef White River Spice Valley Public Access Site  
Mt. Calvary Wildlife Management Area  
Patoka Island Public Access Site  
Winona Lake Public Access Site  
Langeluttig Marsh Wetland Conservation Area  
Whirledge Wetland Conservation Area  
Ball Lake Public Access Site  
Elnora Public Access Site  
Goose Creek Gamebird Habitat Area  
Yocum Woods  
Connersville Public Access Site  
Pigeon Lake Public Access Site  
Bruce Lake Public Access Site  
Brennan Woods Nature Preserve  
Germany Bridge Public Access Site  
St. Joseph River Public Access Site  
Stewart Public Access Site  
Hazelton Public Access Site  
Story Lake Public Access Site  
Pikeville Public Access Site  
Loon Lake (Steuben) Public Access Site  
Indian Creek Wildlife Management Area  
Montezuma (Wabash R.) Public Access Site  
Wolf Lake Public Access Site  
Manitou Islands Wetland Conservation Area  
Alcoa Public Access Site  
France Park Public Access Site  
Irwin Park Public Access Site  
St. Joseph's College Public Access Site  
Wabash Lowlands Nature Preserve  
Fish Lake (Fremont) Public Access Site  
Talma (Tippecanoe River) Public Access Site  
Big Barbee Wetland Conservation Area  
Place Trail Marsh Gamebird Habitat Area  
Falwell Gamebird Habitat Area  
Base Line Barrens  
Berns-Meyer Nature Preserve  
Mollenhour Public Access Site

Greenwood Ditch Gamebird Habitat Area  
Sprig Slough Wetland Conservation Area  
Eco Lake Public Access Site  
Shrader-Weaver Nature Preserve  
Oxbow Wetland Conservation Area  
Laughrey Creek Public Access Site  
Logansport Public Access Site  
Gosport Public Access Site  
Big Otter Lake Wetland Conservation Area  
Bear Lake Public Access Site  
Brookville Lake Public Fishing Area  
McGinnis/Lauerman Gamebird Habitat Area  
Grant County Water Drilling Site  
Oxbow Bottoms Wildlife Management Area  
Hemlock Bluff Nature Preserve  
Kelly Bayou  
Robert Peo Public Access Site (Trail Creek)  
Palestine Lake Water Control Structure  
White Bridge Public Access Site  
J. Edward Roush Fish And Wildlife Area  
Dunes National Lakeshore  
Matthews Public Access Site  
Schroeders Fern Cove Nature Preserve  
Roger McClellan Gamebird Habitat Area  
Gesswein Gamebird Habitat Area  
Limberlost Bird Sanctuary  
Cass Lake Public Access Site  
Fromme Wildlife Habitat Area  
Hawthorne Public Access Site  
Anderson River Public Access Site  
Oak Ridge Prairie County Park  
Ecker Wetland Conservation Area  
Montezuma Surplus Parcel  
Carr Lake Public Access Site  
Maumee River Public Access Site  
Sugar Creek Public Fishing Area  
Crystal Station (Patoka River) Public Access Site  
Town of Patoka Public Access Site  
Ashcraft Wildlife Management Area

The following is a list of DNR managed locations that should be included in data sets and dashboards. Note: these locations can be provided, if requested, as Esri GIS data.

Kramer Woods	Straight Line Slough Wildlife Management Area
Merom (Wabash R.) Public Access Site	
Morgan Bluff Wildlife Management Area	Appleman Lake Public Access Site
Beaver Dam Wetland Conservation Area	Knapp Lake Public Access Site
Raub Gamebird Habitat Area	Silver Lake Public Access Site
Aubbeenaubee Public Access Site	Benton Public Access Site
J.D. Marshall Nature Preserve	Pittsburg Public Access Site
Portersville Bridge Public Access Site	
Muscatatuck River Public Access Site	
Beaver Dam Lake Public Access Site/Starke Co	
Knob View Gamebird Habitat Area	
Atwood Lake Public Access Site	
Paragon Wildlife Management Area	
Clarence Triplett Gamebird Habitat Area	
Koontz Lake Public Access Site	
Turkey Creek Wetland Conservation Area	
Round Lake Wetland Conservation Area	
Patoka Lake Recreation Area	
West Lakes (Elkhart) Conservation Inc Tract	
Pyrmont Mill Natural Area	
Clark's Landing Public Access Site	
Bell-Croft Woods Nature Preserve	
Perry County Wildlife Management Area	
Fish Lake (Elkhart) Public Access Site	
Deno Gamebird Habitat Area	
Curtis Wetland Conservation Area	
Tippecanoe River Public Access Site	
Old Lake Public Access Site	
Smalley Lake Public Access Site	
Emma Lake Public Access Site	
Petersburg Public Access Site	
Metro-Sixty Gamebird Habitat Area	
Eel River (Old Mill) Public Access Site	
Cartmell Gamebird Habitat Area	
Three Rivers Public Fishing Area	
Vinyard Gamebird Habitat Area	
Nickle Plate Gamebird Habitat Area	
Jefvert Gamebird Habitat Area	
Deam Oak Monument	
Little Grassy Pond	

## TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT:** This Agreement contains the complete and final Agreement between the State and the Contractor and no other Agreement in any way modifying any of said terms and conditions will be binding upon the State or the Contractor unless made in writing and signed by the State's and the Contractor's authorized representative.
2. **PRICING:** Unit price must be entered and extended, and the total price of the solicitation must be shown. If there is an error between the unit price and total price, the unit price shall prevail. Awarded Prices: Prices listed for each item are firm and cannot be changed. Any revision in price may be rejected at the discretion of the IN Dept. of Administration, and may result in cancellation of the Purchase Order without recourse on the part of the awarded Contractor.
3. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be affected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to termination effective date, specifying the extent to which performance of services under which such termination becomes effective. The Contractor shall be compensated for performance prior to the notice date of termination but in no case shall total payment made to Contractor exceed the original Agreement price due on Agreement. No price increase shall be allowed on individual line items if canceled only in part.
4. **FUNDING CANCELLATION:** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
5. **INSURANCE:** If this Agreement provides for work to be performed by the Contractor for the State, the Contractor shall be responsible for providing all necessary unemployment and workers' compensation, insurance for the Contractor's employees and liability and property/casualty insurance, as required by the State. Upon request, the Contractor shall furnish a certificate of insurance showing coverage acceptable to the State.
6. **DELIVERY:** Delivery must be made at time agreed upon. If any indicated or actual delays arise, the using agency must be notified immediately, in writing, with the cause for such delay stated. If any goods are not delivered within the time specified on the Purchase Order, or within a reasonable time not exceeding 30 days after receipt of a Purchase Order if no time is specified, the using agency may refuse to accept such goods, and this Agreement may be cancelled. Each package shall be numbered and labeled with the State's Purchase Order number, contents and weight, and shall contain an itemized packing slip and be properly packed for shipment.
7. **QUANTITY:** Goods shipped in excess of quantity designated in the Purchase Order may be returned at the Contractor's expense.
8. **COMPLIANCE WITH SPECIFICATIONS:** The goods and/or services shall conform strictly to the specifications, drawings, or samples specified or furnished in connection with the bid/quote, all of which are incorporated herein. The Contractor warrants all goods and/or services delivered to be free from defects of material or workmanship. This warranty shall survive any inspection, delivery, acceptance, or payment by the State of the goods and/or services. Inspections shall be on the State's premises unless otherwise specified. The State shall have the right to reject and return at the Contractor's expense, or to require at the Contractor's expense, the correction or replacement of materials, workmanship, or services which are defective or do not conform to the requirements of the Purchase Order.
9. **WARRANTY:** The Contractor will furnish all parts and maintenance at no charge for a period of at least 90 days or the manufacturer's standard warranty, whichever is longer, provided that such maintenance and parts are not required because of accident, neglect, misuse, or force majeure event. Contractor shall be responsible for removal and/or disposal of all replaced parts. Prior to the expiration of the warranty period, whenever equipment is shipped for a mechanical replacement purpose, the Contractor shall bear all cost of such shipment including, but not limited to, cost of packing, transportation, rigging drayage, and insurance. All replacements shall be covered by a new warranty.
10. **INTELLECTUAL PROPERTY DEFENSE:** The Contractor shall, at its own expense, defend, indemnify and hold harmless the State with respect to any claims that the goods and/or services furnished under this Agreement violates any third-party intellectual property rights including, but not limited to, patents, copyrights, trademarks and trade secrets.
11. **PAYMENTS:** All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC 4-13-2-20.
12. **COMPLIANCE WITH LAWS:** The Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the State and the Contractor to determine whether the provisions of this Agreement require formal modification.
13. **COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT:** As required by IC 5-22-3-7, the Contractor and any principals for the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4-7 [Telephone Solicitation of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4-7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4-7 for the duration of the Agreement, even if IC 24-4-7 is preempted by federal law. The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4-7 in the previous three hundred sixty-five (365) days, even if IC 24-4-7 is preempted by federal law; and (B) will not violate the terms of IC 24-4-7 for the duration of the Agreement, even if IC 24-4-7 is preempted by federal law.
14. **NONDISCRIMINATION:** Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, the Contractor and its Agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, sex, disability, national origin, ancestry or status as a veteran. The Contractor, and its subcontractor(s), if any, shall comply with all applicable affirmative action reporting requirements. Breach of this covenant may be regarded as a material breach of this Agreement. The Contractor shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended.
15. **DRUG-FREE WORKPLACE CERTIFICATION:** As required by Executive Order No. 90-5, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in Indiana has been convicted of a criminal drug violation occurring in the Contractor's workplace.
16. **TAXES:** Prices listed on an invoice submitted by the Contractor for payment is not to include any tax for which the State is exempt. The State will furnish a tax exempt certificate, if requested by the Contractor. The State will not be responsible for any taxes levied on the Contractor as a result of this Agreement.
17. **FORCE MAJEURE:** In the event that either party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits, because of natural disaster or decrees of governmental bodies not the fault of the affected party ("Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
18. **GOVERNING LAWS:** This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.
19. **INFORMATION TECHNOLOGY ENTERPRISE ARCHITECTURE REQUIREMENTS:** If Contractor provides any information technology related products or services to the State, Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/>. Contractor specifically agrees that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13-1.3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Agreement for default if Contractor fails to cure a breach of this provision within a commercially reasonable time.

## CLAIMING PURCHASING PREFERENCES

Each bidder should review the various procurement preferences allowed by State statute. A summary of the preferences can be under Programs and Preferences located at: <https://www.in.gov/idoa/3106.htm>.

Each bidder must answer the following questions pertaining to purchasing preferences. No preference will be applied unless these questions have been answered and any required attachments included.

**1. Are you claiming the U.S. Manufactured Product Preference (IC 5-22-15-21)**

*This is per individual line and should be noted below*

Yes \_\_\_\_ No \_\_\_\_

Vendor must provide information at the individual line level in regards to this preference...If yes, the bidder is certifying under penalties of perjury that each of the bidder's end products, except those listed under the Exceptions section, is a U.S. Manufactured Product as described in IC 5-22-15-21. A product is manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50% of the cost of all its components. (In determining if a product is manufactured in the United States, only the product and its components shall be considered.)

Please list what line items this preference will apply to:

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**2. Are you claiming the Preference for Steel Products (IC 5-22-15-25)**

Yes \_\_\_\_ No \_\_\_\_

**3. Are you claiming the Preference to Coal Mined in Indiana (IC 5-22-15-22)**

Yes \_\_\_\_ No \_\_\_\_

**4. Are you claiming the Indiana Business Preference (IC 5-22-15-20.5)**

Yes \_\_\_\_ No \_\_\_\_

Indicate under which provision for which you are claiming to qualify as an Indiana business, fully complete the Indiana Economic Impact Form (State Form # 51778, and include it with your bid/proposal. Vendors who wish to claim one of the Buy Indiana preferences below, must register from <https://www.in.gov/idoa/2467.htm>. Click on the Supplier Portal Login link, to register and/or update an existing registration. Indicate interest in learning if the business qualifies for Buy Indiana. Upon answering YES, look for more information via email. Respondents may only select one category as shown below. Indicate your selection by clicking the check box next to the certification paragraph. Supporting documents may be required. They should be uploaded so the certification team can review. Once this is complete, save your selection and exit your account.

Approval will be documented by a system generated notification 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. If this document cannot be provided, affirm Buy IN status in a letter, on company letterhead. Provide sufficient detail so the State can confirm approval of the entity. Buy IN must be affirmatively claimed and documentation submitted per RFQ instructions.

\_\_\_\_ (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.

Any company that can demonstrate a minimum capital investment of \$5 million or more in plant and/or equipment or annual lease payments of \$2.5 million or more shall qualifies as an Indiana business under category #4.

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

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); qualifies as an Indiana business under category #5.

**5. Are you claiming the Indiana Manufactured Preference (IC 5-22-15-20.5)**

Yes \_\_\_\_ No \_\_\_\_

*This preference may only be claimed by respondents who claim the Indiana Business Preference.*

Submit necessary documentation detailing a substantial amount of manufacturing, assembly, or production of the products proposed is in the State of Indiana.

**6. Are you claiming the preference for supplies that contain recycled or post-consumer materials (IC 5-22-15-16)**

Yes \_\_\_\_ No \_\_\_\_

*The preference does not apply when the purchase description is limited to a supply that contains recycled materials or post-consumer materials*

If yes, a manufacturer's certification must be submitted for each item or group of items for which the offeror is seeking a preference or the preference may not be considered.

**CLAIMING PURCHASING PREFERENCES continued**

7. Are you claiming the preference for soybean oil based ink (IC 5-22-15-18) Yes \_\_\_ No \_\_\_

8. Are you claiming the preference for soy diesel/bio diesel (IC 5-22-15-19) Yes \_\_\_ No \_\_\_

9. Are you claiming the Indiana Small Business Preference (IC 5-22-15-23) Yes \_\_\_ No \_\_\_

*If yes, bidder must indicate which category of small business concern applies:*

\_\_\_ Wholesale business with annual sales of four million dollars (\$4,000,000) or less during its last fiscal year. "Wholesale business, means a business that derives its principal source of income (over 50% of gross revenues) from sales to retailers, other merchants, or industrial, institutional or commercial users who will use the goods for resale or business use. This definition distribution activities.

\_\_\_ Service business with average sales of five hundred thousand dollars (\$500,000) or less for the current and preceding three (3) fiscal years and which employs no more than twenty-five (25) persons. "Service business, " means a business that derives its principal source of income (over 50% of gross revenues) from the sale of useful artistic, educational, intellectual, literary, or scientific labor from which no necessary tangible commodity is derived.

\_\_\_ Retail business or business selling services with annual sales and receipts of five hundred thousand dollars (\$500,000) or less. "Retail business," means a business that derives its principal source of income (over 50% of gross revenues) from the sale of supplies to the ultimate consumer.

\_\_\_ Manufacturing business, which employs no more than one hundred (100) persons. "Manufacturing business" means a business that derives its principal source of income (over 50% of gross revenues) from the sale of goods the firm produces at its own facility made from raw, unfinished materials, as distinguished from the final product.

\_\_\_ A business in any of the following sectors is not a small business if it employees more than one hundred (100) persons or if its annual sales exceed 5 Million dollars (\$5,000,000):

- (A) Information Technology
- (B) Life Sciences
- (C) Transportation
- (D) Logistics

\_\_\_ A business that has a current verification as a veteran owned small business as defined by IC 5-22-14-3.5(a)(1-3).

10. Are you claiming the preference for Indiana farm products (IC 5-22-15-23.5) Yes \_\_\_ No \_\_\_

11. Are you claiming the preference for foods/beverages that contain high levels of calcium (IC 5-22-15-24)  
Yes \_\_\_ No \_\_\_

12. Are you claiming the preference for Businesses providing specialized employee services (IC 5-22-15-26)?

Yes \_\_\_ No \_\_\_

If yes, submit the completed Affidavit of Eligibility with solicitation response.

<https://www.in.gov/idoa/procurement/supplier-resource-center/programs-and-preferences/preferences/>

SF47895 (ELEC1/12)

**MINORITY & WOMEN'S BUSINESS ENTERPRISES SUBCONTRACTOR COMMITMENT**

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). The contract goal for this solicitation is 8% Minority participation and 11% for Women participation.

If participation exists, the vendor must submit with its quote an MWBE Subcontractor Commitment Form. 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 vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this quote and the cost of direct supplies for this quote. Respondents must complete the Subcontractor Commitment Form in its entirety. The total amount proposed should match the amount entered on the Supplier Commitment form. The subcontractor commitment shall apply to the life of the contract including any time after the initial term.

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.

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>.

**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**

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract.

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>.

## STATE OF INDIANA MBE/WBE SUBCONTRACTOR COMMITMENT FORM

Quote Number:
TOTAL Quote AMOUNT:

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm		
Company Name:	Contact Person:	
Address:	E-mail:	
Sub-Contract Amount:	Telephone Number: (    )	Fax Number: (    )
Sub-Contract Percentage of Total Quote:	Describe service/product to be provided. <u>Include the applicable UNSPSC that applies to this commitment.</u>	
Provide approximate dates when Sub-Contractor will perform on this project:		

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm		
Company Name:	Contact Person:	
Address:	E-mail:	
Sub-Contract Amount:	Telephone Number: (    )	Fax Number: (    )
Sub-Contract Percentage of Total Quote:	Describe service/product to be provided. <u>Include the applicable UNSPSC that applies to this commitment.</u>	
Provide approximate dates when Sub-Contractor will perform on this project:		

\_\_\_\_\_  
Respondent Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
Printed Name and Title

☐ Please check if additional forms are attached.

Page \_\_\_\_\_ of \_\_\_\_\_

**FORM MUST BE COMPLETED IN ITS ENTIRETY WITH COMPLETED LETTERS OF COMMITMENT.**

## INDIANA VETERAN OWNED SMALL BUSINESS ENTERPRISES SUBCONTRACTOR COMMITMENT

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 Veteran Owned Small Business Enterprises (IVOSB). The contract goal for this solicitation is 3%.

If participation exists, the vendor must submit with its quote an IVOSB Subcontractor Commitment Form. 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 vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this quote and the cost of direct supplies for this quote. Respondents must complete the IVOSB Subcontractor Commitment Form in its entirety. The total amount proposed should match the amount entered on the Supplier Commitment form. The subcontractor commitment shall apply to the life of the contract including any time after the initial term.

A signed letter(s), on company letterhead, from the IVOSB(s) 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.

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>.

**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.

## INDIANA VETERAN OWNED SMALL BUSINESS ENTERPRISES 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.

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>.



## STATE OF INDIANA IVOSB SUBCONTRACTOR COMMITMENT FORM

Quote Number:
TOTAL Quote AMOUNT:

Company Name:	Contact Person:
Address:	E-mail:
Sub-Contract Amount:	Telephone Number: (   )
Sub-Contract Percentage of Total Quote:	Fax Number: (   )
	Describe service/product to be provided. <u>Include the applicable UNSPSC that applies to this commitment.</u>
Provide approximate dates when Sub-Contractor will perform on this project:	

Company Name:	Contact Person:
Address:	E-mail:
Sub-Contract Amount:	Telephone Number: (   )
Sub-Contract Percentage of Total Quote:	Fax Number: (   )
	Describe service/product to be provided. <u>Include the applicable UNSPSC that applies to this commitment.</u>
Provide approximate dates when Sub-Contractor will perform on this project:	

\_\_\_\_\_  
Respondent Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
Printed Name and Title

☐ Please check if additional forms are attached.

Page \_\_\_\_\_ of \_\_\_\_\_

**FORM MUST BE COMPLETED IN ITS ENTIRETY WITH COMPLETED LETTERS OF COMMITMENT.**



# INDIANA ECONOMIC IMPACT - PROPOSALS AND CONTRACTS

State Form 51778 (R4 / 1-06)

DEPARTMENT OF ADMINISTRATION

Approved by State Board of Accounts, 2006

This information is required by the Indiana Department of Administration for all contractors, vendors/suppliers to the State of Indiana (complete all 22 items).

1	Legal Name of firm:	
2	Address/City/State/Zip Code:	
3	Telephone #/Fax #/Website:	
4	Federal Tax Identification Number:	
5	State/Country of domicile/incorporation:	
6	Location of firm's headquarters or principal place of business:	
7	Name of parent company or holding company (if applicable):	
8	State/Country of domicile/incorporation of company listed in #7:	
9	Address of company listed in #7:	
10	IN Department of Workforce Development (DWD) account number:	
11	IN Department of Revenue (DOR) account number:	
12	Number of Indiana resident employees per most recently completed IRS Form W-2 distribution:	
13	Total number of employees per most recently completed IRS Form W-2 distribution:	
14	Total amount of payroll paid to Indiana resident employees per most recently completed IRS Form W-2 distribution:	
15	Total amount of payroll paid to all employees per the most recently completed IRS Form W-2 distribution:	
16	Total amount of this proposal, bid, or current contract:	

**ACCOUNTING OF INDIANA RESIDENT**

17	<b><u>Prime Contractor Company</u></b> <b><u>Name:</u></b>	
18	<b><u>Number of Full Time</u></b> <b><u>Equivalent (FTE) employees</u></b> that are Indiana residents specifically for this proposal or contract:	

19	<b><u>Subcontractor Company</u></b> <b><u>Name:</u></b>				
20	Address/Contact Person/Telephone Number/Tax ID Number:				
21	<b><u>Number of Full Time</u></b> <b><u>Equivalent (FTE) employees</u></b> that are Indiana residents specifically for this proposal or contract:				

22	<b><u>Affirmation by authorized official:</u></b> I affirm under penalties of perjury that the foregoing representations are true to be the				
	Signature:				
	Name of auththorized official:				
	Title:				
	Date:				

SF44260(ELEC2/06)

**DRUG-FREE WORKPLACE CERTIFICATION**

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Vendor and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions, including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

**The Contractor/Grantee certifies and agrees that it will provide a drug-free workplace by:**

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

**SECRETARY OF STATE REGISTRATION**

In accordance with IC 5-22-16-4, an offeror or subcontractor desiring to perform any portion of the work described by this bid/quote that is a business required to register 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:

Indiana Secretary of State of Indiana  
Corporation Section  
302 W. Washington St. Rom E018  
Indianapolis, IN 46204  
(317) 232-6576

**COMPLIANCE CERTIFICATION**

Responses to this bid solicitation serve as a warrant that the responding entity has properly registered as required by law with the Secretary of State and that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, 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 of Indiana. Any 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.

### ETHICS OBLIGATIONS

The contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq. and Indiana Code 4.2.7, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ig/commission.html>. If the contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12 and 4.2.7.

### PRICING

Unit price must be entered and extended, and the total price of the bid must be shown. Unit prices are to be bid on the basis of the unit specified. If there is an error between the unit price and total price, the unit price shall prevail. **Awarded Prices: Prices listed for each item are firm and cannot be changed.**

### F.O.B. DESTINATION

The State requires all bids to be submitted on the basis of F.O.B. destination.

### OPEN COMPETITION

The specifications are intended to be nonrestrictive. Although at times brand names and model numbers may be used, they are merely intended to be guidelines to establish criteria and quality for competitive bidding. Unless otherwise stated, alternate bids will be evaluated and may be acceptable as long as they can be verified as equal or better than specified as determined by the State. All bidders with alternate products shall submit detailed specifications with their bid.

### CREATION OF BINDING AGREEMENT

A binding Agreement will be created only by the issuance of a Purchase Order at any time within the period stated on the Request for Quotation/Invitation to Bid form. The Binding Agreement will be governed by the terms and conditions included in this bid package. The Contractor shall make no deliveries on verbal orders except from the Using Agency on purchases less than \$5,000 and only with written approval on purchases greater than \$5,000 from the Indiana Department of Administration, Procurement Division.

### EXCEPTIONS

\_\_\_\_\_ PLEASE CHECK IF APPLICABLE

Alternative requests must be equal or better than those specified as determined by the Indiana Department of Administration, and bidders deviating from specified items should provide, with his or her request, a listing of all areas in which his or her product deviates and fully explain and justify this alternative.

ANY EXCEPTIONS ARE TO BE NOTED BELOW AND LISTED BY LINE ITEM NUMBER.

### EMPLOYMENT ELIGIBILITY VERIFICATION

As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that:

1. The Contractor does not knowingly employ an unauthorized alien.
2. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
3. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
4. The Contractor shall require his/her/its subcontractors who perform work under this Contract to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

**NON-COLLUSION CERTIFICATION**

This is to certify that the Bidder, being duly affirmed under oath says, that he or she is the contracting party; that he or she has not, nor has any other employee of the company represented by him or her, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he or she has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears upon the face of the contract.

**SIGNATURE**

This is to certify that the bidder or any person on his or her behalf has examined and understands and agrees to the specifications, including General and Special conditions of this document.

BIDDER \_\_\_\_\_ FEDERAL ID NUMBER \_\_\_\_\_ (Please circle to indicate if your FIN is a TIN or SSN)

ORDERING ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

REMITTANCE ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

TYPE OF BUSINESS (i.e. Corporation, Sole Proprietor, LLC, etc) \_\_\_\_\_

NORTH AMERICAN INDUSTRY CLASSIFICATION SYTEM (NAICS CODE) \_\_\_\_\_

TELEPHONE NUMBER (\_\_\_\_\_) \_\_\_\_\_

E-Mail address: \_\_\_\_\_

If awarded a contract, the bidder will provide supplies, equipment, and/or services to the State of Indiana in accordance with the general conditions, specifications, certifications and other documents of this solicitation.

I, \_\_\_\_\_, the undersigned \_\_\_\_\_  
(Signature) (Print Office Held)

of the above named bidder under penalties of perjury this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, certify that I hold the aforementioned Office in the above bidder and that the representations are true and accurate.