

STATE OF INDIANA

Request for Quotation

SOLICITATION NO: **Event 84927**

REQUEST FOR: **Outdoor Indiana Printing & Mailing Services**

REQUESTED BY: **Indiana Department of Natural Resources – Division of Communications**

REQUESTOR: **Nicholas Ramsey**

PHONE: **(317) 232-3051**

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

YOUR RESPONSE MUST BE RECEIVED BY: **Thursday, September 18, 2025 @ 10:00 AM EDT**

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
00300-0000084927	Buy	RFx	1
Event Name			
300 DNR Outdoor Indiana Magazine 25-26 Production			
Start Time		Finish Time	
08/18/2025 10:00:00 EDT		09/18/2025 10:00:00 EDT	

Event Description

Outdoor Indiana is the DNR's information magazine that is mailed to subscribers and used for public relations efforts for all divisions. This request covers printing and mailing preparation for the magazine for Winter 2025 & Spring 2026. Printing costs are paid with subscriber revenue.

The attached specifications are for the printing of Outdoor Indiana magazine for a period of six (6) months beginning with the Winter 2025 & Spring 2026 issue. It will at a minimum include 2 quarterly issues of Outdoor Indiana, gift postcards, subscription card bind-ins, cover wraps, and optional return card mailer bind-ins, including the calendar. The actual quantity ordered for each issue may vary depending on the number of subscriptions required at that time. Additional issues may be continued with vendor upon successful first two issues.

General Comments

- This is a request to establish a Contractual Agreement for Outdoor Indiana Magazine Printing & Mailing Services. Contract commencing **10/1/2025** or from date of last State signature, whichever is later and ending **9/30/2026** or one (1) 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.

*Bid documents may also be accessed from website:

<https://www.in.gov/idoa/procurement/current-business-opportunities/>

All documents needed to bid are located under Event Name, "Bid Documents".

- 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 (30) calendar days after the Response Due Date (aka Finish Time) listed above.

Line Details

Detailed specifications are included in this request for quotation, quotes should include pricing for all Printing AND Mailing Services plus an estimate of postage prices (a range).

Printing of 16,500 magazines = \$ _____ **TOTAL**

Mailing of 16,500 magazines = \$ _____ **TOTAL**

Printing of 17,500 magazines = \$ _____ **TOTAL**

Mailing of 17,500 magazines = \$ _____ **TOTAL**

Printing of 19,000 magazines = \$ _____ **TOTAL**

Mailing of 19,000 magazines = \$ _____ **TOTAL**

* Estimate of postage prices (a range) = \$ _____

Response Comments

Bidder Information

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

Printing Services for *Outdoor Indiana*

Section 1-Specifications for *Outdoor Indiana*:

Quality: Sample of product attached indicates minimum standard of print quality accepted.

Quantity: The marketing and circulation section of the magazine will provide the printer with the print total for each particular issue. Pricing is requested for 16,500, 17,500 and 19,000.

Trim size: 8" x 11", magazine must be trimmed square. Finish size must be within 1/64" tolerance. Trim three sides (head, bottom and foreedge). Flat size is 16" x 11"

Bindery: Bindery consists of 2-wire saddle stitching. Occasionally, *Outdoor Indiana* will require the addition of a cover wrap to the magazine (see section 4 for specifics, this is printed and will be provided to selected vendor). The 2-wire saddle stitching will still be in effect. Occasionally, some issues will require an optional return card mailer bind-in (see section 4 for specifics). One issue per calendar year will require a bind-in calendar (see section 4 for specifics). Every issue requires the subscription card bind-in (see section 4 for specifics).

Print: 4-color process throughout with bleeds. 48 Page + 4 Page Cover (already printed) + Mailing Wrap.

Cover Stock: 4-page, separate wrap-around plus bleed; 100# white, #2 sheet or alternate paper approved by *Outdoor Indiana*.

Text Stock: 48 pages plus bleed; 70# white dull, #2 sheet or alternate paper approved by *Outdoor Indiana* (paper dummies must be provided, trimmed & attached with your submitted bid).

Coating: Biodegradable aqueous coating on cover pages with KO to white address block on back cover.

Printing process: Offset lithography-stochastic screening. Magazine cover and body shall be printed on a 4-color, sheet-fed press or alternate press approved by *Outdoor Indiana*.

Line screen: Printer must be able to print a stochastic 10-20 micron dot, which is equivalent to a 600-line screen. Press dot gain will be held to no more than 10%.

Color variation: Color variation shall fall within the tolerance level established by *Outdoor Indiana* with densitometer readings as follows: black (+/-) .10, yellow. (+/-) .05, cyan (+/-) .08, magenta (+/-) .05.

Registration: Registration shall be held to the signed-off press sheet. Variance to be no more than plus or minus (+/-) one half dot.

Crossovers: Crossovers shall butt together in the center. A (+/-) variance of 1/64" is allowed from head to foot.

Overruns: Overruns will be accepted and payment made not in excess of 5%.
No underruns allowed.

Materials: Any and all electronic files, proofs and films remain the sole and exclusive property of *Outdoor Indiana* and shall be filed by the printer and be available to the staff of *Outdoor Indiana* during normal working hours. Any and all unauthorized use of materials for sales or promotion purposes by the printer or his representatives shall result in legal action.

Section 2-Production Schedule

Production schedule: At the start of the production year the 6-month press schedule will be arranged with the printer, thereby enabling the production schedule to be based on those dates and will be submitted to printer for strict adherence. Deviation from the production schedule must be approved by *Outdoor Indiana*'s graphic designer.

TENTATIVE OI PRODUCTION DEADLINES – 2025-26

Winter 2025

Winter 2025 files to printer	Nov. 5, 2025
Winter 2025 on press	Dec. 1, 2025
Winter 2025 delivered to OI and post office	Dec. 8, 2025
Winter 2025 second mailing	Jan. 26, 2026

Spring 2026

Spring 2026 files to printer	Jan. 28, 2026
Spring 2026 on press	Feb. 23, 2026
Spring 2026 delivered to OI and post office	Mar. 2, 2026
Spring 2026 second mailing	Apr. 16, 2026

Section 3-Production Requirements

Art: The graphic designer will supply the printer with high-res pdfs (composite and spinjet proofs required by printer for all approvals prior to plating/printing). Electronic files will be uploaded to an approved FTP site.

Operations and materials: The printer shall provide any and all in-house capabilities (including all operations and materials) required to produce *Outdoor Indiana* under the provisions of this quote.

Courier/Delivery: The printer is responsible for all delivery and courier costs associated with production of the magazine. *Outdoor Indiana* will not be responsible for any such related costs. Includes all necessary proofs, samples, paper dummies, etc.

Technical support: The printer shall provide 48 hours of on-site (at *Outdoor Indiana* location) technical support including, but not limited to, monitor and printer calibration as well as magazine software support. The printer shall correctly calibrate and color manage *Outdoor Indiana*'s LCD monitors and ICC profiles, as defined by the International Color Consortium to achieve a cross-platform standard, and shall be utilized with all output devices to emulate the contract proofs. The contract proofs must be of the same quality as the stochastic printing used on press, high-end color inkjet proofs managed to GRACoL 2006 Color Specifications (G7) are required. Any proposed hours over the foregoing 48 hours are considered a billable expense and are required to be noted in your bid.

Prepress capabilities: Printer's prepress capabilities shall include an FTP site to send and receive files and imposed proofs in return, in real time). This should a Web-enabled, server-based software suite to facilitate communication and process-management between prepress, print and customer support personnel. Printer shall provide support of the program. Upon award of project to vendor, all FTP site credentials should be in place for DNR use with username & password.

Digital images: A contract proof of color work from digital images may be required. The contract proofs must be of the same quality as the stochastic printing used on press, high-end color inkjet proofs managed to GRACoL 2006 Color Specifications (G7) are required. The graphic designer will supply the printer with digital images via printer's FTP or disk or equivalent.

Color corrections to digital images: Vendor must have in-house color correction capabilities. *Outdoor Indiana* may authorize the printer to make color corrections to the digital files. Color-corrected proofs must be returned within three (3) working days from receipt of each round of digital files, transparencies and photos. For purposes of this agreement, pickup and delivery are considered working days. The printer shall provide up to three (3) rounds of random proofs per image. In the event that critical color is not achieved after three (3) rounds of randoms, the printer shall be responsible for any color correcting work that is necessary to achieve critical color approval at no additional cost to *Outdoor Indiana*. The request for said color corrections may be a verbal request or written on the contract proof by the graphic designer or photo editor until it is signed off and shall be documented by the printer for invoicing purposes. These color corrections should be made by the printer at a Photoshop hourly rate indicated in the bid.

Magazine layout: the graphic designer will supply the printer with the completed magazine layout via the printer's FTP site. *Outdoor Indiana* shall be generated in Adobe InDesign, Illustrator, Photoshop, or other software chosen by the graphic designer prior to the awarding of said job.

Color proofs: Within three (3) working days of receiving the final magazine files from *Outdoor Indiana*, the printer shall provide two (2) sets of printer-spread digital color proofs at 100% size for *Outdoor Indiana*'s approval. For purposes of this agreement, pickup and delivery are considered working days. The contract composite proofs must be of the same quality as the stochastic printing used on press. High-end color inkjet proofs managed to GRACoL 2006 Color Specifications (G7) are required. The printer shall also supply two (2) folded, stitched, trimmed to size, color spinjet proofs (or approved color proof substitute). Color reproduction on the digital color proofs shall be 100% of the 4-color images to print. Any discrepancies between the page layout and information indicated on the proof or artwork shall be reported to the graphic designer. If the printer's errors on final proofs are material enough to require revised proofs (as determined by the graphic designer), such proofs shall be provided at no additional cost to *Outdoor Indiana*. Otherwise, all editorial alterations, either in text or layout, on composite proofs will be paid for by *Outdoor Indiana*. *Outdoor Indiana* reserves the right to supply new files or allow the printer to make such corrections specified. These alterations must be billed at the printer's actual hourly cost as specified in this job, and documented on an invoice for that issue. Printer will also provide two (2) full signed proofs of the sheetwise form for each signature; un-trimmed.

Reviewing proofs: The graphic designer and *Outdoor Indiana* staff will be responsible for reviewing composite proofs supplied by the printer in order to check for correct placement of photos, text and graphics, color accuracy, typographical errors and any other elements that could affect the general appearance of the magazine. The graphic designer will return the reviewed color proofs to the printer within two (2) business days of receiving them. Revision requests will be marked on proofs and typographical/layout corrections will be generated as new files and supplied to the printer via FTP. The printer will have two (2) working days to re-submit proofs reflecting any necessary changes, until a signed-off proof is obtained. *Outdoor Indiana* will be held responsible only for those revisions that are required because of our error or request for design changes outside of the scope and timeline of this bid. The press run of the magazine will begin within five (5) working days of final approved, signed-off composite proofs and/or spinjet proofs.

Press approvals: The *Outdoor Indiana* graphic designer shall be given one-hour advance notice before the start of each press approval. If the driving time to the printer is greater than one (1) hour then additional time will be needed for press approval notice. No cover or signature shall be run until the graphic designer or other authorized designee approves the press sheet. Only copies printed subsequent to the forgoing approval are to be counted in the print total. Press approvals are to run during normal business hours, 8 a.m.-5 p.m. M-F, Eastern time.

Custom alterations: The printer shall indicate on the final invoice any and all customer requested alterations. These alteration costs will be itemized and totaled.

Correction of errors: Printer shall correct any errors resulting from the failure or malfunction of its equipment and systems due to human or technical error. Said corrections shall be made at no cost to *Outdoor Indiana*.

Section 4-*Outdoor Indiana* Additional Materials

Authorization to perform additional work: When requested, the printer may work with the graphic designer in matters including but not restricted to proofs, production schedules, alternative paper stocks, printed collateral pieces, and other services, provided these arrangements do not conflict with the terms of these specifications. Printer must have written authorization from the graphic designer before performing any work not listed in these specifications.

The vendor who accepts this job will also be responsible for printing additional materials produced for *Outdoor Indiana* that include but are not limited to subscription bind-ins, calendar, any additional bind-ins and cover wraps. The specifications are outlined in this section.

Subscription bind-in: Annual Qty: 65,000. Printing, inserting and stitching of subscription bind-in (provided) into magazine. Mailer is in two sections printed in one color on white 60# offset paper with finished size being 10" x 6". Part one is 4" x 6" no bleed, flat form and advertisement attached by perforations to part two. Part two is 6" x 6" with perforations to allow tear-off. Files will be provided by the graphic designer and should be placed in the center spread of the magazine on the outside of any included bind-in.

Cover wrap: Provided approximate quantity 5,000 every two years, on 65# cover-uncoated, folded to bind on the outside of magazine to a finished size of 8 1/2" x 11" (same as magazine). Will only be bound onto designated number of copies, determined before each mailing by a list provided from the circulation manager.

Return card mailer: For Winter issue only. Printing, inserting and stitching of return card mailer subscription form and envelope into magazine. Mailer is in two sections printed in four colors on white 60# offset paper with finished size being 16.5" x 7.25". Part one is 7.25" x 6" full-bleed, flat advertisement attached by perforations to part two. Part two is 7.25" x 10.5" folded, with adhesive and perforations applied to allow tear-off and lick-seal of envelope. Files will be provided by the graphic designer and should be placed in the signature of pages 2-19 of the magazine. Qty will depend on print run for the issue. Pricing for Qty 16,500, 17,500 and 19,000.

Calendar: Winter issue only. Trim size of 10.75" x 8", folded, drill hole, 2-wire saddle stitching and bound separately by an additional wire stitch in center spread (to accommodate it being a separate pull-out piece) of the Winter issue, 4-color, full bleed, same paper stock as magazine text. Calendar is part of the page count of the regular 48-page magazine, ***not in addition*** to the 48 pages of the magazine. The calendar should be placed in center spread of magazine, constituting a separate drop on saddle stitch run. Qty will depend on print run for the issue. Pricing for Qty 16,500, 17,500 and 19,000.

Section 5-Delivery/Mailroom

Delivery: After bindery, the printer will deliver no less than 500 copies to:
402 W. Washington Street, Room W255B
Indianapolis, IN 46204

This delivery shall be made within two (2) working days of the end of bindery. This delivery is for newsstand distribution and should take precedence over general subscriber mailings. Packing shall not exceed 50 copies per box.

Mailroom: Any and all mail-house work shall be performed in-house at the printer's facilities. **Printer must participate in the USPS seamless mailer program and use that program for the processing of mailing lists and mailing of magazines.**

Outdoor Indiana will provide Excel .csv files for subscriber mailing. Separate lists will be provided for USA subscribers, those receiving their last issue and foreign subscribers. For last-issue subscribers, the mailing label will be affixed/lasered onto a cover wrap provided by *Outdoor Indiana*. Sample lists are available upon request.

Printer shall provide Kraft envelopes or corrugated cartons for packaging foreign-copy mailings. All mail labeling and packaging costs associated should be included in the quote. No additional material charges shall be billed to *Outdoor Indiana*. No postage charges shall be billed to *Outdoor Indiana*, with the exception of metered postage for foreign copies. *Outdoor Indiana* will directly pay the United States Postal Service for all domestic mailing charges.

Printer shall affix/laser labels and prepare magazines for mailing in accordance with United States Postal Service regulations for second-class, non-profit, periodicals postage. Any and all charges from the USPS resulting from exceeding the allowed error rates will be paid by the Printer. Printer shall be available for consultation regarding postal regulations, possible savings in mail costs and responsibility for creating and following a mailing process that provides maximum postage-cost savings. The printer shall have four (4) business days from completion of bindery to address, presort, prepare second-class mailing statement and deliver magazines to the U.S. Postal Service located at 125 West South Street, Indianapolis, IN 46206-9998. *Outdoor Indiana* has an account and periodicals permit with the U.S. Post Office for mailing the magazine. For each issue, a second or supplemental mailing follows the initial mailing by approximately six (6) weeks. The printer will complete and deliver the supplemental mailing to the U.S. Postal Service according to the above specifications within four (4) working days of receiving the electronic label list.

Printer shall consult with *Outdoor Indiana* marketing and circulation as to the disposition of remaining magazines. Those magazines that are not held in reserve for a supplemental mailing shall be packaged with no more than 50 per carton and delivered to:
402 W. Washington Street, Room W255B
Indianapolis, IN 46204

Submitted price quotes should include the following

***Outdoor Indiana*, 48 pages (refer to Section 1 for detailed specifications). Pricing for quantities of 16,500, 17,500, & 19,000**

Miscellaneous items (refer to Section 4 for detailed specifications)

Bind-in subscription card: Qty. 65,000

Cover wrap: Qty: 5,000

Pullout calendar (Do not include printing cost noted above. This should include the extra bindery, drill hole)

Qty, 16,500, 17,500, 19,000

Stand-alone calendars in addition to those included in the Winter issue. Qty: 500

Courier service: delivery of proofs, magazines to *Outdoor Indiana* office and Post Office

ABBREVIATED PRINT SPECS FOR REFERENCE:

Project Description:	2025-26 <i>Outdoor Indiana</i> (48 page plus 4-page cover)
Size:	Flat size @ 16x11, finished size 8x11
Composition:	Print ready files provided with all elements contained (fonts, bleeds, but no trapping included). InDesign with Illustrator elements included. Create plates from native files only – do not use PDF versions. Output @ 600dpi. Vendor must provide FTP site access for file transmission. No electronic proofs will be approved.
Proofs:	2 each <i>Color</i> high resolution digital, trimmed stitched and folded to size. And full size color proofs ruled out to trim in print forms (as 16 page signatures). Anticipate 2 rounds of proofs prior to final approval. Proofs must be delivered to DNR offices.
Color:	4/4 process w/ spot gloss aqueous coating for cover (with bleeds throughout, heavy coverage and multiple crossovers). Client will approve on press.
Stock:	Cover: on 100lb gloss (book) #2 sheet. Text: on 70lb gloss text (book) #2 sheet. Paper dummies must be provided with quote.
Bindery:	Trim, fold, saddle stitch, and hold for mailing. All goods not mailed will be fob destination. 5% overs accepted. No unders accepted. DNR to provide excel .csv for mailing list to be added to finished booklets.
Quantity:	16,500, 17,500 and 19,000 finished booklets

Additional Mailing Information:

Any and all mail-house work shall be performed in-house at the printer's facilities. Printer must participate in the USPS seamless mailer program and use that program for the processing of mailing lists and mailing of magazines.

Outdoor Indiana will provide Excel .csv files for subscriber mailing. Separate lists will be provided for USA subscribers, those receiving their last issue and foreign subscribers. For last-issue subscribers, the mailing label will be affixed/lasered onto a cover wrap provided by *Outdoor Indiana*. Sample lists are available upon request.

Printer shall provide Kraft envelopes or corrugated cartons for packaging foreign-copy mailings. All mail labeling and packaging costs associated should be included in the quote. No additional material charges shall be billed to *Outdoor Indiana*. No postage charges shall be billed to *Outdoor Indiana*, with the exception of metered postage for foreign copies. *Outdoor Indiana* will directly pay the United States Postal Service for all domestic mailing charges.

Printer shall affix/laser labels and prepare magazines for mailing in accordance with United States Postal Service regulations for second-class, non-profit, periodicals postage.

Any and all charges from the USPS resulting from exceeding the allowed error rates will be paid by the Printer. Printer shall be available for consultation regarding postal regulations, possible savings in mail costs and responsibility for creating and following a mailing process that provides maximum postage-cost savings. The printer shall have four (4) business days from completion of bindery to address, presort, prepare second-class mailing statement and deliver magazines to the U.S. Postal Service located at 125 West South Street, Indianapolis, IN 46206-9998. *Outdoor Indiana* has an account and periodicals permit with the U.S. Post Office for mailing the magazine. For each issue, a second or supplemental mailing follows the initial mailing by approximately six (6) weeks. The printer will complete and deliver the supplemental mailing to the U.S. Postal Service according to the above specifications within four (4) working days of receiving the electronic label list.

Printer shall consult with IN DNR Purchasing as to the disposition of remaining magazines. Those magazines that are not held in reserve for a supplemental mailing shall be packaged with no more than 50 per carton and delivered to:

**402 W. Washington Street, Room W255B
Indianapolis, IN 46204**

Confidentiality of State Information: Vendor understands and agrees that data, materials, and information disclosed may contain confidential and protected information. Vendor covenants that data, materials, and information gathered, based upon or disclosed for the purposes of *Outdoor Indiana*, will not be disclosed to or discussed with third parties without prior written consent of the State.

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:

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

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

22	<u>Affirmation by authorized official:</u> 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.