

STATE OF INDIANA

Request for Quotation

SOLICITATION NO: 85080 _____

REQUEST FOR: **Preventative Maintenance Services of Elevator Equipment** _____

REQUESTED BY: **Pokagon State Park**

REQUESTOR: **Jen Reeves**

PHONE: **317-232-4088** EMAIL: **JReeves@dnr.in.gov**

YOUR RESPONSE MUST BE RECEIVED BY: **Monday, 9/29/2025 at 10AM 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.
- E-mail your response to the Requestor listed above. **(IF THE RESPONSE IS GREATER THAN \$75,000, A MANUAL SIGNATURE IS REQUIRED, THEREFORE A E-MAIL 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
00300-0000085080	Buy	RFx	1
Event Name			
300 SP Pokagon PM Elevator Services			
Start Time		Finish Time	
08/28/2025 06:21:36 EDT		09/29/2025 10:00:00 EDT	

Bidder: INTERNAL EVENT DETAILS

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

Contact: Jen Reeves - 00300
Phone: 317/232-4088
Email: JReeves@dnr.IN.gov

Event Description

Preventative Maintenance Services on Elevator Equipment located at Pokagon State Park.

General Comments

- This is a request to establish a Contractual Agreement for Elevator Systems Preventative Maintenance Services. Contract commencing 01/01/2026 or from date of last State signature, whichever is later and ending 12/31/2026 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 be compliant with state regulations, this contract would cover monthly elevator maintenance.

Line Details

No Bid: ☐

Event Description: Preventative Maintenance Services of Elevator Equipment at:
Pokagon State Park
450 Ln 100 Lake James
Angola, IN 46703

Description: Preventative Maintenance Services (per the attached Specifications) for Elevator Equipment listed on the attached Schedule A:

Qty.12, Pre-Scheduled Monthly Services @ \$_____ each = \$_____

Total for all services = \$_____

*** PREVENTATIVE MAINTENANCE SERVICES ONLY - NOT FOR SYSTEM REPAIRS **

Response Comments

Bidder Information

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

PART 1 – BID REQUIREMENTS

- A. Specifications herein will be incorporated with the State of Indiana *Professional Services Contract Template* (found at <https://www.in.gov/idoa/state-purchasing/contract-administration/contract-forms-manuals-and-templates/>) to create the full **DNR Preventative Maintenance Service Contract**. Prior to submitting their completed *Request for Quotation (RFQ)* bid packet, Contractors are responsible for reviewing all clauses in the template and discussing any desired modifications with the DNR Purchasing Buyer.
- B. Prior to bidding, it is the responsibility of each Contractor to thoroughly familiarize themselves with:
- the location(s) of the proposed site(s),
 - the tools, materials, parts, and labor necessary to execute the required services,
 - each site's seasonal start-up/shut down timing, maintenance histories, and active equipment warranties, and
 - the existence of any deferred maintenance items.
- C. Prior to bidding, and/or as soon as it is known throughout the life of the contract, the Contractor shall notify the State, in writing, of any deferred maintenance, or obsolete equipment, parts or components, that are not maintainable under the terms of the contract. Contractors may perform site visits, if desired, prior to submitting bid proposals to inspect and evaluate all equipment relevant to the contract. If notification of non-maintainable equipment occurs prior to the bid due/open date, then the State will inform other bidders accordingly of the disposition of those items, by addendum of these specifications. If no such notification by the Contractor is given, then the Contractor shall be responsible, at no additional charge to the State, for the preventative maintenance services for all items, regardless of condition, as set forth in this contract.
- D. At a minimum, pricing which shall be included in the Contractor's bid are the following: all overhead, profit, equipment, materials, vehicles, tools, overtime, travel expenses, and labor costs for crews performing the scheduled service visits.

PART 2 – GENERAL REQUIREMENTS

- A. Failure of the Contractor to meet all terms and conditions in the final, executed contract will result in termination of the contract.
- B. Contractor shall perform an initial site inspection separate from and prior to any pre-scheduled service visits. During this initial inspection, the Contractor shall:
- Discuss with the property manager and the operators of equipment, or their designees, any maintenance problems encountered historically,
 - Become aware of manufacturer servicing recommendations and any existing equipment warranties,
 - Develop a maintenance protocol, and
 - Return to proper condition any system that is discovered not to be in proper operation, as defined by equipment maintenance manuals and/or this contract's specifications, and

- Review onsite operations and preventative maintenance documentation (e.g. manufacturer's maintenance recommendations, conditions reports, inspections, etc.) and provide any relevant maintenance documents that may be missing.
- C. It is the responsibility of the Contractor to verify the system equipment and any included appurtenant devices/systems during the initial inspection and, prior to beginning work, provide a written assessment of system equipment and appurtenant devices/systems, including any necessary correction or update to the provided Schedule A (see **PART 9 – SCHEDULE A**).
- D. The State shall provide the Contractor with a reasonable means of accessing the equipment covered by this contract. The Contractor shall be free to start and stop all primary equipment critical to the operation of the systems listed herein as arranged with the site's property manager or their designee.
- E. In the event a system is altered, or if any equipment is added or deleted, the specifications and contract shall be amended by the State as required to reflect these changes.
- F. The Contractor shall be liable for damage to property or injury to persons directly resulting from accidents caused by the performance or non-performance of its obligations under this contract.

PART 3 – EMERGENCY SERVICES

- A. Contractor may be called upon by the State to provide emergency services related to the systems and equipment identified within the scope of this contract. Emergencies shall be considered as additional to, and outside of, the specifications, terms, and conditions, outlined by this preventative maintenance services contract and its related purchase order. Emergency services are defined as work requested by the State which is outside of the dates identified in the planned maintenance schedule submitted by the Contractor and in exception to the conditions and requirements outlined in the contract's technical specifications.
- B. Emergency calls may occur outside of normal business hours, including evenings, weekends, or holidays, and may necessitate the incurrence of overtime to maintain proper operation of the systems listed herein. The Contractor shall respond by phone to an emergency call within thirty (30) minutes and provide onsite service within a timeframe agreed upon with the site's property manager or their designee. If the Contractor is unable to respond timely, or is unable to provide the requested emergency service timely, then the site's property manager may opt to contact another vendor.
- C. Emergency calls shall be invoiced by the Contractor separately from any planned costs allowable under this preventative maintenance services contract. Any work that is not pre-authorized is at the risk of the Contractor.

PART 4 – CODE REQUIREMENTS AND MANUFACTURER INSTRUCTIONS

- A. Contractor shall perform the work under this contract in accordance with the requirements of manufacturer recommendations, industry standards, and all Federal, State and Local codes govern the requirements of the services. In case of conflicts between State and Local codes and regulations, State codes and regulations shall prevail.

- B. Contractor shall immediately notify the State, in writing, if they observe that these contract specifications are at variance with or in conflict of the service instructions of any manufacturer in any respect.
- C. If the Contractor performs any work contrary to State Building Rules and Regulations, ordinances, or any manufacturer's printed instructions, then the Contractor shall bear all costs resulting from such non-compliance.

PART 5 – SCHEDULING SERVICE VISITS

- A. All work pursuant to the preventative maintenance services contract shall be performed Monday through Friday, between the hours of 8 am and 5 pm (local site time), unless otherwise authorized in advance by the site's property manager or their designee. On each scheduled day of service, prior to performing any work or inspections, the Contractor's personnel shall report to the site's office to inform the site's property manager or their designee of their arrival.
- B. Each preventive maintenance service visit shall be pre-scheduled and directed from a maintenance management program initiated and maintained by the Contractor.
- C. A scheduled visit is defined as the contiguous number of work hours or days required to inspect and service the identified equipment outlined in or implied as covered in the scope of this specification and contract. This, however, does not limit the Contractor from scheduling as many inspections or service calls as deemed practical and necessary to keep all equipment in satisfactory operating condition.
- D. Scheduled visits may not begin until the contract and its related purchase order have been fully executed and approved. The Contractor's preventative maintenance schedule shall be submitted to the site's property manager or their designee, at least seven (7) days prior to the first visit. This schedule shall specify the following:
 - Dates of scheduled preventive maintenance service visits per building or equipment
 - Description of service to be performed during each visit
 - Listing of the service report/work order document(s) that will be submitted by the Contractor after each service visit
- E. Once the Contractor's maintenance schedule has been submitted and approved, no deviation from the scheduled date(s) of service shall be permitted without prior approval from the site's property manager or their designee.
- F. Any required call-back maintenance within ten (10) calendar days of a scheduled maintenance visit shall be considered a continuation of the visit service period and not considered as a separate emergency visit. Call backs on failed equipment which has not received the required service within the service period shall be considered as covered expenses within this contract and shall not be charged to the State.
- G. No additional fees shall be charged to the State for time spent by the Contractor's personnel awaiting the arrival of additional coworkers or the delivery of tools, materials, parts, or equipment, nor will additional fees be charged for multiple visits resulting from contractor deficiencies including, but not

limited to, inexperienced personnel, incorrect or temporary installation of parts/equipment, or poor workmanship.

- H. If the Contractor does not appear for a preventative maintenance service visit on the scheduled date(s) and has not made any prior reasonable attempt to reschedule the date(s), then payment shall not be approved for that maintenance period.

PART 6 – SERVICE DOCUMENTATION

- A. Immediately upon conclusion of a scheduled preventative maintenance or emergency service visit, the Contractor shall provide the site's property manager or their designee with a legible service report or work order, including any checklist(s) or notes. If, for some reason, the property manager or their designee cannot be located at the conclusion of the service visit, then the service report/work order shall be provided via email or US Mail by the Contractor directly to the site within three (3) business days after the visit. Payment for the service(s) shall be withheld if the State cannot verify that the Contractor's on-site visit occurred.
- B. The State shall sign the provided service report/work order and retain one (1) copy. Failure to supply a complete, legible, and acceptable service report/work order will constitute an incomplete service visit.
- C. A record of all preventative maintenance and repair work shall be maintained in each machine room. The log must be kept clean, current, and all entries must be legible. Failure to keep this record may result in withheld payment.
- D. Service reports/work orders shall state what work was performed on what equipment, as well as the location, the technician's name, the wrench time for each item, and a list of all parts and materials used during performance of the preventative maintenance service visit. Contractor can provide an online portal to access all records, including but not limited to, testing procedures, routine or regular maintenance, repairs, and callbacks. The Contractor shall provide access to each site's property manager or their designee. Online reporting is not a substitute for the signed report provided at time of service visit. The Contractor shall maintain, on location, and within its office, an adequate inventory of replacement parts suitable for maintaining the various types of transportation equipment contained within the Contract. Parts shall include everyday expendable parts as well as controller and other equipment parts which are subject to frequent replacement.
- E. Contractor shall make available for each regulated device a written Maintenance Control Program as required in A17.1—2007, Rule 8.6.1.2.1. A written Maintenance Control Program shall be in place to maintain the equipment in compliance with the requirements of 8.6.
- F. Prior to starting, contractor must provide Material Safety Data Sheets (MSDS) for all products used onsite. Maintain copy on-site during performance of work.
- G. Contractor shall perform, at the appropriate time, all test procedures as described in Section 8.10, ANSI A17.1—2007 or current adopted edition. Tests to be included are Annual Test, Five (5) Year Load Test and Monthly tests of any Fire Service features. A copy of all safety tests shall be submitted to each sites' property manager or their designee. Documentation of the Fire Service test shall be maintained in each machine room. All in-car communication devices shall also be tested monthly, including telephones, intercoms, and alarm bells.

PART 7 – PAYMENT

- A. Payment shall follow all terms and conditions outlined within the preventative maintenance services contract and/or the associated purchase order.
- B. The contract pricing base bid shall be payable in arrears.
- C. Invoices resulting from preventative maintenance service or emergency visits shall be provided directly to the site's property manager or their designee either at the conclusion of the service visit or via email or US Mail no later than seven (7) business days after the conclusion of the service visit. The State shall require the Contractor to update or adjust the invoice date on any invoices not provided in a timely manner.
- D. Invoices will not be processed until any necessary post-service visit inspections by the State have been completed.

PART 8 – SUMMARY OF WORK

- A. Contractor shall provide sufficient means and methods, including experienced and qualified personnel, to keep all equipment covered by these specifications operating properly.
- B. Contractor shall be able to program and service the control systems specific to the site(s) and equipment included in this agreement and shall be responsible for the procurement of any software required to perform this function.
- C. Work shall be performed on major items of equipment listed in **PART 9 – SCHEDULE A** at the site(s) indicated on this bid/contract, plus any appurtenant devices/systems that are related to the listed equipment covered by this contract.
- D. This preventative maintenance services program shall include the systematic inspections, service, repair, part replacements, call-back service, testing, cleaning and adjustments, as specified herein, to maintain all **Elevator Equipment** in accordance with manufacturer specifications, industry standards, building codes, and State expectations. This includes, but is not limited to, the major pieces of equipment shown on the Schedule A (see **PART 9 – SCHEDULE A**), and appurtenant devices and systems that are related to the elevator equipment, all of which constitutes what is normally referred to in the elevator industry as '**Full Maintenance Service**' or '**Complete Maintenance**'.
- E. The Contractor shall make **twelve (12) pre-scheduled service visit per year**, conducted Monthly, or per the manufacturer's suggested maintenance schedule, whichever is more stringent, to perform all necessary preventive maintenance service and repairs on State-regulated (registered devices) **Elevators** as required by these specifications, including but not limited to work that systematically examines, adjusts, lubricates, cleans, and when conditions warrant, repairs or replaces all equipment covered under this contract. Contractor shall systematically and regularly examine, clean, adjust and lubricate the **Escalator** equipment at least **one (1) time per month** or in accordance with manufacturers' specifications and ANSI A17.1—2007 or latest adopted edition, whichever is more stringent. State-regulated (registered devices) **lifts, chair lifts, and platform lifts** shall be examined and serviced at least **six (6) times per year**, or per the manufacturer's suggested maintenance schedule, whichever is more stringent.

- F. Work shall be completed in such a manner as to maintain a safe working environment for, and of minimum disruption to, the occupants of the buildings.
- G. Special arrangements are required for any/all elevators that require testing while on Emergency Power. Prior notification in writing shall be given to the site's property manager or their designee no fewer than **thirty (30) days** in advance of such testing.
- H. Contractor shall provide, upon request, basic instructions to use the equipment, i.e. Independent Service operation, use of "in car" stop switches, procedures to follow before placing a call for service, etc.
- I. All vertical transportation equipment contained within this document shall be maintained in optimum operating condition. All labor, material and supervision shall be furnished as specified, and as necessary to ensure proper operation and functioning of all covered equipment while complying with the requirements of ANSI A17.1—2007 or latest adopted edition, Section 8.6 and Section 8.10. Complete adherence to all current state and local codes shall be one of the requirements of this Contract.
- J. Any drawings, wiring diagrams, maintenance manuals, or other relevant information shall be provided to the Contractor, if needed to perform required maintenance services, but shall remain the property of the site and shall not be removed from the premises.
- K. Contractor shall complete all corrective work as may be mandated by the Indiana Fire and Building Services Division of Elevator Safety's routine inspection within the time required by Indiana Fire and Building Services Division or **thirty (30) days**, whichever is less, provided the necessary changes are included within the scope, terms, conditions of the agreement, and with written confirmation/notification of completion dates to the site's property manager or their designee.
- L. Contractor shall maintain the original equipment speed in feet per minute and perform all adjustments required to maintain the proper door opening and closing time requirements and allowable closing force. Deficiencies such as signal device failures shall be corrected within **ten (10) calendar days**.
- M. The State will provide inspections, permits, and fees required by the 'Fire and Building Services of Indiana, Elevator Safety Division'. The Contractor may be required to accompany the inspector where equipment locations may be secure or difficult to locate.

Contract covers the following:

Traction Elevators:

- A. MACHINES, geared or gearless, AC or DC drive/hoist motors, generators, exciters, tech motors, armatures, coils, windings, bearings, brushes, brush holders, support stand bearings, brake coils, cores, sleeves, pins, brake shoes, couplings, shafts, keyways, worm gears, drive gears, thrust bearings, journal bearings, packing, gaskets, drive sheaves and any other parts of equipment pertinent to the operation.
- B. ADDITIONALLY, the maintenance and replacement of hoist ropes, governor ropes, deflector sheaves, governors, tension sheaves, cable lubricators, bearings, shafts, bluffers, load weighing equipment, selector chains, tapes, cables and sheaves, and any other parts of equipment pertinent to operation.

Hydraulic Elevators:

- A. MACHINES, including pumps, motors, bearings, valves, internal pumps and valve parts, solenoids, coils, tanks, tank heaters, belts, seals, mufflers, silencers, exposed oil lines, fittings, gaskets, and any other parts of equipment pertinent to the operation.
- B. ADDITIONALLY, the entire jack unit, except those items listed in the exclusion section, to include hydraulic fluid, shut off valves, packing, oil return systems, vibration dampeners, and any other parts or equipment pertinent to the operation.

Coverage Common to All Elevators:

- A. CONTROLLERS, their wiring, relays, contractors, contacts, timers, selectors, selector chains and cables, dispatch panels, transformers, resistors, solid state controls, solid state starters, printed circuit boards, solid state drivers, AC drives, DC drives, microprocessors, circuit memory, programs, chips, self-conditioned air-conditioning units and filters, cable boosters, manual lowering and battery, in car communications, in car emergency lighting systems, displays CRT or LED, and any other parts of equipment pertinent to the operation.
- B. CAR DOOR OPERATOR EQUIPMENT, including motors, doors, door skins, wiring, adjustment mechanisms, electric switches resistors, solid state equipment, microprocessor equipment, cams, gears, bearings, belts, chains, cables, linkage, clutch, hanger tracks, hangers, hanger rollers, gibs, restraints, closures, restrictors, safety edges, photo eyes, infrared safety system, sensing devices, door contacts and any other part or equipment pertinent to the operation
- C. HOISTWAY DOOR EQUIPMENT, including motors, wiring, adjustment mechanisms, electric switches, resistors, cams, gears, bearings, belts, chains, cables, linkage, hanger tracks, hangers, hanger rollers, pickup devices, pickup rollers, gibs, restraints, shoes, closures, straps, safety edges, door contacts, locks, hoist way door hanger mount inserts, and any other equipment pertinent to the operation.
- D. CAR EQUIPMENT, including push button fixtures, indicator bulbs, handrails and attachments, car position and direction indicators, fans, blowers, normal and emergency lighting systems, bells, signaling devices for the disabled, car-top operating stations, escape hatch switches, safety operated switches, roller guides, slide guides, gibs, shoes and liners, and any other equipment pertinent to the operation.
- E. HOISTWAY EQUIPMENT, including limit switches, leveling proximity switches, slowdown switches, zone switches, access switches, stop switches, traveling cables, compensating cables or chains, and any other parts of equipment pertinent to the operation.
- F. EXCLUSIONS – The following items are excluded from the Contract: hoist way, underground piping, underground cylinders, replacements or repairs due to insufficient or inadequate power supply, main line fuses, feeders, breakers, and smoke sensors. Cab interiors, car doors, hoistway doors, sills, frames, and fixture face plates. (NOTE: Any equipment including fuses, damaged from Contractor's action or from faulty equipment covered in this contract, shall be replaced at the Contractor's expense.)
- G. OTHER SAFETY TESTS AND NEW ATTACHMENTS – Contractor shall not be required to make safety tests, other than those cited in paragraph "3.6 Service Requirements and Testing", or install new attachments whether or not recommended or directed by federal, state, local agencies, or insurance companies.

- H. **ADDITIONAL REPLACEMENTS** – When equipment or parts are replaced in their entirety, and newer design of the device is available, functionally equivalent, and compatible, the device of the newer design shall be used as the replacement. If part(s) cannot be replaced with the original manufacturers' product, the part(s) may be substituted upon approval of the individual Facility Director. All replacements of newer design shall be the responsibility of the Contractor. The Owner shall not be responsible for replacement of proprietary or obsolete parts. All such replacements shall be furnished and installed by the Contractor.

Escalators:

- A. The Contractor, at his expense, shall be responsible for maintaining the entire escalator system(s) unless otherwise specifically excluded in this Contract. Contractor shall systematically and regularly examine, clean, adjust and lubricate the equipment at least **one (1) time per month** or in accordance with manufacturers' specifications and ANSI A17.1—2007 or latest adopted edition, whichever is more stringent.
- B. When conditions warrant, repair, or replace the following equipment: machine drive gear, worm gear, motor, windings, all rotating elements and associated bearings, housings, and assemblies.
- C. Additional items to be included are the brake, coil, linings, pulley, upper and lower newel sprockets, thrusts and main bearings, comb tooth section, comb plates, landing plates, handrails, skirts, aprons, step and chain wheels, rollers, step frames and treads, step axle bushing, sprockets, lubricators, controllers, relays, resistors, switches, electrical drives, and transformers. All protective devices, alarm systems, safety switches, operating switches, governors, overspeed devices, safety devices, both mechanical and electrical, risers, rollers, demarcation strips, demarcation strips, step, step chains, drive chains, roller chains, handrail chains, handrail tracks, step tracks, gears, pulleys, sprockets, tension devices. Associated lighting shall be included as well as any other parts or equipment pertinent to the operation.

Lifts, Chair Lifts, Platform Lifts:

- A. Contractor shall be responsible for the replacement, repair, and adjustment of all working parts on each individual platform lift, chair lift, and other lifts listed in the attached equipment list. State-regulated (registered devices) lifts, chair lifts, and platform lifts shall be examined and serviced at least **six (6) times per year**, or per the manufacturer's suggested maintenance schedule, whichever is more stringent. The intent of this section is for the contractor to provide Full Maintenance on each device listed in the attached equipment list, unless otherwise specified.

PART 9 – SCHEDULE A

For each site covered by this contract, the **Schedule A** provides the following:

- Contact information for the IDNR site's property manager or their designee
- Inventory of equipment to be serviced, including its location at the site, description, manufacturer, and other known identifying information
- List of equipment warranties with expiration dates

The Schedule A shall be updated by the Contractor throughout the life of the contract.

The Schedule A document(s) relevant to this contract are attached to these specifications on the following page(s).

Schedule A - Elevators

Peoplesoft Dept ID:	55735
Property:	Pokagon State Park, Potawatomi Inn
Address:	450 Lane 100 Lake James, Angola, IN 46703
Phone/Fax:	260-833-2012
Property Manager:	Ted Bohman
Email:	Tbohman@dnr.in.gov

Contractor Note: Please improve the accuracy of this equipment list as you progress through the year.

Distinction	Qty of Devices	Location	Brand	Model
Cart 1	1	Potawatomi Inn	Montomery	43230
Cart 2	1	Potawatomi Inn	Otis	47744
Cart 3	1	Potawatomi Inn	Otis	47745

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: E-mail: <table border="1"> <tr> <td>Telephone Number: ()</td> <td>Fax Number: ()</td> </tr> </table> Describe service/product to be provided. <u>Include the applicable UNSPSC that applies to this commitment.</u>	Telephone Number: ()	Fax Number: ()
Telephone Number: ()		Fax Number: ()	
Address:			
Sub-Contract Amount:			
Sub-Contract Percentage of Total Quote:			
Provide approximate dates when Sub-Contractor will perform on this project:			

Company Name:	Contact Person: E-mail: <table border="1"> <tr> <td>Telephone Number: ()</td> <td>Fax Number: ()</td> </tr> </table> Describe service/product to be provided. <u>Include the applicable UNSPSC that applies to this commitment.</u>	Telephone Number: ()	Fax Number: ()
Telephone Number: ()		Fax Number: ()	
Address:			
Sub-Contract Amount:			
Sub-Contract Percentage of Total Quote:			
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> Name:	
18	<u>Number of Full Time Equivalent (FTE) employees</u> that are Indiana residents specifically for this proposal or contract:	

19	<u>Subcontractor Company</u> Name:				
20	Address/Contact Person/Telephone Number/Tax ID Number:				
21	<u>Number of Full Time 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:				

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.