



Indiana Department of Administration
PROCUREMENT DIVISION

Delegation of Purchasing Authority Program (DPAP)

VERSION 25.01-28.le

Please Note: Due to the nature of how this document has been updated, the page numbers and hyperlinks may not work as expected.

Contents

Introduction.....	4
Purchasing Authority	4
Methods and Types	4
High Level Overview Matrix	5
Prepurchase Considerations	6
Mandatory Purchasing from QPAs	6
Potential for Savings? (QPA Exception)	7
Purchasing from Indiana Correctional Industries and Ability Indiana	8
Indiana Correctional Industries – IC 5-22-11	8
Ability Indiana – IC 5-22-12	8
Is the supply or service available from the Indiana Correctional Industries or Ability Indiana catalog?	8
Purchasing from Indiana Correctional Industries and Ability Indiana Catalogs Flowchart.....	9
Printing Purchases/Mail and Copy Services	11
Define the Purchase Type	11
Procurement Contract Options	11
Addendum	12
Addendum Development	12
Contract for Services	13
Contract Termination	13
Electronic Contracting Process	14
Preparing Specifications	17
Grammatical Style and Terminology	17
Types of Specifications	18
Brand Name.....	18
Design	19
Performance/Functional	20
Specification Formatting	20
Equipment Format	20
Paragraph Format	21
Specifications Using Equipment Trade-ins	22
Assistance with Writing Specifications	22
Initiate Purchase Request and Required Approvals	22
Create a Requisition	22
Requisition Routing Procedures and Special Approvals	22
Non-Competitive Purchases	24
Purchases less than \$1,500 only	24

Competitive Solicitation Methods	25
Purchases \$1,500 to \$5,000	25
Supplies \$1,500 to \$5,000	25
Procurement Contracts \$1,500 to \$2,500	25
Purchases \$5,000 to \$75,000	27
PeopleSoft Preprogrammed Comments	28
Procurement Contract Language	29
Standard Procurement Contract clauses to focus on:	32
Purchases \$75,000 and Above	34
Small Business Set-Aside Program	34
Pre-Award Solicitation Activities	35
Notice of Addendum	35
Canceling a Solicitation	35
Receiving Solicitation Responses.....	35
Evaluating Solicitation Responses	36
Fair and Reasonable Pricing	38
Purchasing Preferences	38
Absolute Preference	38
Supply-Based Preferences	38
Price Preferences	39
Split Awards	42
Processing Split Awards	43
Exceptions	43
MBE, WBE and IVOSB Participation	44
Special and Emergency Procurements	46
Indiana Code related to special procurements	48
Preparation for Solicitation Award	52
DPAP Solicitation Summary	52
Procurement Contract Checklist	53
DOR and DWD Clearance Checks	54
Secretary of State Registration	54
Secretary of State/Names on Procurement Contract Purchase Orders	55
Bidder Profile Registration	56
Buy Indiana Certification	56
State and Federal Suspended Supplier Listings	56
State Comptroller Supplier File	56
Procurement Contract Review and Signature/Approval Routing	57
State Surplus Requirements	59
Procurement Contract Maintenance Options	60
Amendment	60

Amendment Checklist	61
Renewal	62
Awarding Solicitations and Maintaining Purchasing Records	63
Supply Purchases under \$1,500	63
Supply Purchases \$1,500 to \$5,000	63
Supply Purchases \$5,000 to \$75,000	63
Purchases over \$75,000 processed through IDOA Procurement	64
Procurement Contracts	64
Procurement Contract Purchase Orders	65
Procurement Compliance Audits	65
The Purpose	65
The Process.....	65
Legalities	66
IDOA Procurement Requires the Nomination of a Head Procurement Agent	66
Artificially Dividing	67
Important General Information	67
Financial Disclosure Statement	67
Guidelines for Ethical Contracting Practices	67
Social Security Number Protection and Breach Notification	68
Shipping Terms	68
UNSPSC Categories	68
Website Information	69
PeopleSoft Help	69
Buy Indiana!	69
Attachment A	70
Templates and Documents	70
State Forms.....	70
Attachment B	71
Split Award Example	71
Attachment C	72
Listing of State Boilerplate Clauses	72
Attachment D	75
Procurement Contract Development	75
Attachment E	77
Procurement Contracts Frequently Asked Questions	77
Attachment F	81
Verification of a Company's Bidder Registration	81
Attachment H	82
Record of Document Updates	82

Introduction

Purchasing Authority

As mandated by Indiana Code (IC 5-22-4-1), the Indiana Department of Administration (IDOA) is ultimately responsible for all State of Indiana procurements for agencies of the executive branch. IDOA may delegate their authority to agencies and individuals deemed qualified and responsible to make their own purchases according to the laws, policies, and procedures put in place to protect the integrity of the procurement process.

Under the Delegation of Purchasing Authority Program, agency-nominated Procurement Agents are trained in the requirements for procurement and may be granted authority to make purchases for agencies on behalf of the IDOA following successful completion of a certification examination. Authority may be revoked at any time by the IDOA commissioner.

Methods and Types

The estimated dollar amount and type of supplies or services to be purchased generally determines the method required.

Procurement methods and types include:

- Purchases from [Indiana Correctional Industries](#)
- Purchases from [Ability Indiana](#)
- [Quantity Purchase Agreements \(QPAs\)](#)
- Small Purchases (including Informal and Formal Request for Quotes)
- Special Procurements

The IDOA Procurement Division provides [templates and models](#) on the Procurement Training website that define each method.

- Prior to soliciting competitive pricing, the Procurement Agent must verify that supplies or services are not available from Indiana Correctional Industries, Ability Indiana, and QPAs.
- Not including Indiana Correctional Industries or Ability Indiana, Procurement Agents must get approval from the IDOA Contract Manager before purchasing supplies or services from sources other than a QPA when those supplies or services are available on QPA contracts.
- All components of procurements should be in the State's best interest.
- Purchases may not be artificially divided (split into two or more smaller purchases) to avoid the solicitation requirements that would apply to the total amount.
- All procurement files and activities are public information, making documentation extremely important. By providing the proper explanation, procurement agents may prove that procurement process requirements were met, fair and equitable competition was sought, and the best interest of the State of Indiana was protected while making the best possible use of taxpayer dollars.

Procurement

[proh-kyoo-r-muh nt,pruh]– noun

The act of buying, purchasing, renting, leasing, or otherwise acquiring any supplies or services, and all functions that pertain to obtaining supplies or services, including the description of requirements, selection and solicitation of sources, preparation and award of a contract and all phases of contract administration.



IC 5-22-4-1 Purchasing agencies for agencies of executive branch

Sec. 1. (a) Except as provided in this chapter, the Indiana department of administration created by IC 4-13-1-2 is the purchasing agency for all agencies of the executive branch.

(b) Except as provided in this chapter, the individuals designated by the commissioner of the Indiana department of administration are the Procurement Agents for all agencies of the executive branch.

As added by P.L.49-1997, SEC.1.

Prepurchase Considerations

Mandatory Purchasing: Order of Priority

When the agency purchases gloves, per IC 16-32-2-9(b), purchase from Bosma Enterprises for [Disposable and Work Gloves](#).

If Bosma is unable to provide the required gloves, follow the below guidance in the order of priority, Indiana Correctional Industries, Ability Indiana, QPAs, then DPAP procurement methods.

Indiana Correctional Industries – IC 5-22-11

The Indiana Correctional Industries offers a variety of quality supplies and services to State and local government while equipping offenders for reentry through career development. The [Indiana Correctional Industries \(ICI\)](#) full catalog is available for viewing online.

Ability Indiana – IC 5-22-12

The Ability Indiana work centers provide guaranteed supplies and services to State and local government while benefiting persons with disabilities. The Ability Indiana [full catalog](#) is available for viewing online. A current list of

Ability Indiana suppliers can be found on their [Certified Ability Indiana Organizations](#) web page.

Indiana code dictates that the supplies and services we buy from Indiana Correctional Industries and Ability Indiana meet our specifications and must be purchased at a fair market price.

If requested supplies or services are available in the ICI catalog, meet the specifications and are a fair market price, purchase from ICI. Site IC 5-22-11 in the PO Header comments to justify this purchase. Also, within the PO Header comments, attach working documents to validate the fair market price (show your work). If the agency would like guidance on determining fair market price, refer to IC 5-22-13-5. A PO's approval may be delayed if the justification is not present in the PO Header comments.

If requested supplies or services are not available from ICI, but are present in an Ability Indiana Organization's catalog, the offering meets the specifications and are at a fair market price based upon IC 5-22-13-5, purchase from the appropriate Ability Indiana Organization. Site IC 5-22-12 in the PO Header comments to justify this purchase. Also, within the PO Header comments, attach working documents to validate the fair market price (show your work). A PO's approval may be delayed if the justification is not present in the PO Header comments.

If there is a tie in pricing between ICI and an Ability Indiana Organization, then buy from ICI.

In the event the price is found not to be a fair market amount, an exception to purchasing from ICI or an Ability Indiana Organization can be considered.

- 1). Check the QPA options. If requested supplies or services are available and meet specifications, purchase from the QPA.
- 2). If the requested supplies or services are not available on QPA, follow DPAP requirements based on the dollar amount.

If requested supplies or services are not available from either ICI or Ability Indiana, the agency must then consider Quantity Purchase Agreement (QPA) offerings. If available, the purchase can be made without further sourcing requirements by following the QPA's specific instructions.

A **Quantity Purchase Agreement (QPA)**, established by the IDOA Procurement Division, is a contract for repetitively purchased supplies or services. They result from a competitive solicitation process; the supplier agrees to offer the quoted prices for the term of the contract based on the State's estimated spend. Purchases may be made from these contracts at any time and no additional competitive solicitation is required.

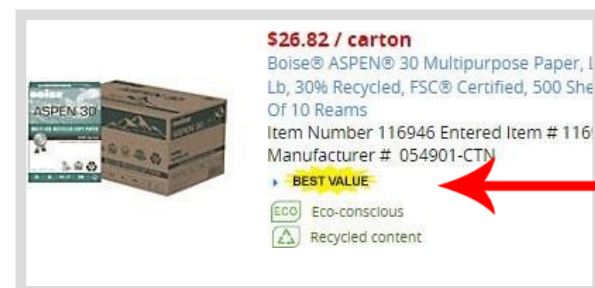
All current QPAs can be found on the IDOA Procurement Division [QPAs web page](#). Reviewing each QPA is necessary to understand the unique requirements and special instructions. QPA contracts are set up in different formats that determine the method used in PeopleSoft Financials to create a Requisition (web [punch-out], catalog [line items], or special request).

You'll also find a few non-QPA contracts that were awarded based on the competitive bid process on the [Supplemental QPA Information page](#).

- All supplies or services available on QPA are categorized as either Market Basket or Non-Market Basket according to the following requirements.

A Market Basket Item:

- Is typically identified with a Market Basket icon (see the example in the image on the right) in the PeopleSoft punch-out when creating a Requisition.
- Is identified with a PeopleSoft item number that is selected from the eProcurement catalog when creating a Requisition.
- Requires no special justification except for the copier, printer, fax machine, scanner and MFD QPA (See [Requisition Routing Procedures and Special Approvals](#) section).



A Non-Market Basket Item:

- Is not identified with a Market Basket icon in the PeopleSoft punch-out when creating the Requisition.
- Does not have an item number available in the eProcurement catalog when creating a Requisition.
- May offer an item category discounted by a percentage off List Price.
- May require a special justification on office supplies, ink, and toner QPA (See [Requisition Routing Procedures and Special Approvals](#) section).

- If the supplies or services to be purchased are available from more than one QPA, buy them from the one offering the lowest cost.

QPA Exceptions

If the supply or service is not available from ICI, Ability Indiana or QPA, the DPAP sourcing requirements are to be followed.

Along with overall volume savings to be available to all State agencies, it is IDOA's objective to save the agency Head Procurement Agents and agency Buyers time by completing the competitive process on behalf of all State agencies.

This updated exception process is done in hopes that it further allows you to focus on procurement needs of your agency that are not on QPAs.

Potential for Cost savings alone is not a valid reason for a QPA exception even though cost savings are important. QPAs benefit the overall State, based on historical spend. To enhance the State's opportunities to hold or improve upon pricing for all agencies, volume must be directed to the QPAs.

Single purchases by independent agencies, outside of the QPAs, are not indicative of the overall State savings experienced. There are, however, two (2) circumstances when a QPA exception will be considered.

- If the QPA provider is unable to provide the items requested in the time required by the agency.
- If the QPA provider does not have the item needed by the agency.

Under these circumstances, an exception to buy from a supplier other than the QPA supplier can be considered.

To request an exception, email the QPA Contract Manager (see the All Current QPAs list posted on the [All Current QPAs web page](#)).

If the request is approved, the agency must buy the supplies or services from the approved supplier and the approval email must be kept with the purchasing record.

Printing Purchases/Mail and Copy Services

The procedures for printing purchases differ from those required for other supplies and services in that they are all initiated and funneled through a single supplier, the result of a contract established by IDOA. Located in the Indiana Government Center South, Tandem (Anthony Wayne / Post Masters) is the current supplier managing all printing, copying, and mailing services.

There are two categories of classification for the purchase of printing according to the State's definition.

- **State Forms** - Print jobs that contain a State form or the State seal
- **Non State Forms** - Prints jobs that do not contain a State form or the State seal

All forms, State and Non-State, should be routed through Tandem.

Your agency's Forms Coordinator can assist with the retrieval or creation of artwork and form specifications.

You can visit the [Printing & Mailing Services web page](#).

All Printing Purchases begin with Tandem

- State Forms
- Non-State Forms
- Business card ordering
- Reprographics/copy services

Visit the [Printing and Mailing Services website](#) to find information, user guides, and detailed instructions that include all types of printing purchases.

Define the Purchase Type

The program includes two separate categories of purchasing aside from Bosma (if gloves), Indiana Correctional Industries, Ability Indiana, and then QPAs. Although similar in many respects, defining the correct type of purchase to be made is important due to the unique requirements and procedures specific to each.

- **Supplies** such as equipment and consumables.
- **Procurement Contracts** are recommended to be used when there is a need for a service over \$2,500 and/or encompassing a term of 90 days or more. This policy benefits the agency via contractual terms and conditions despite low dollar commitments and short duration.

Procurement Contract Options

Within the category of Procurement Contracts, the procurement agent must choose the specific document to be used that best suits the purchase being made. A link to the most current procurement contract templates can be found on the [Procurement Training Electronic Contracting \(SCM\)](#) website.

The templates include:

- Standard Terms and Conditions provided for consistency of contracts within that contract type
- Mandatory terms that may not be changed without explicit Indiana Department of Administration and the Office of the Attorney General (OAG) approval

- Non-Mandatory terms that may be changed within guidelines contained in Professional Services Manual and consideration of whether a change exposes the State agency to risk or not

Several documents are available for use when purchasing services. The following examples are presented as a guide but should not be considered all-inclusive.

Addendum

This contract document, generally used for the purchase of maintenance and software licenses, should be used in **any purchase** where a supplier insists that their own standard or form contract be utilized.

An addendum is a document used to modify, delete, or amend certain terms and conditions set forth in the Supplier's contract, incorporating State contract provisions superseding Supplier terms not favorable to the State.

Use of the Addendum with a supplier contract incorporates the individual agreements into each other and when read together, constitutes one integrated document. Any inconsistency, conflict, or ambiguity between the individual agreements is resolved by giving precedence and effect to the Addendum.

Addendum Development

- When a contractor insists on using its own standard contract agreement, you should prepare and attach the addendum. The addendum incorporates the State's standard contract provisions. **DO NOT SIGN THE CONTRACTOR'S FORM.** All parties must sign the State's Addendum instead.
- After the Addendum has been circulated for signature and approved by IDOA, IOT,

Budget and the OAG, the agency may sign the form contract **if** the Contractor insists. The Addendum will take precedence over the Form Contract.

- The Addendum provides that certain clauses in the Contractor's Form Contract are automatically deleted. Nonetheless, the agency should carefully read the Form Contract to ensure there are no other unacceptable terms.
- As with the Contract Boilerplate, certain clauses have been designated as **required** and must be included in every Addendum. The balance of the clauses is presented for your use and you should include as many as necessary to meet your agency's needs. You can delete inapplicable clauses in the Addendum (but keep the heading and the paragraph number so that the reviewers can easily identify what has been deleted).
- Remove any instructional language from the clauses before inserting them in the contract.
- Fill in all blanks, even if using "Not Applicable" or "N/A".
- Please include a completed Executive Document Summary (EDS) as the face sheet of the procurement contract being routed for signature when using the **paper based method**.

Contract for Services

The terms "contract" and "grant" are often used interchangeably and this misuse results in operational inconsistencies, confusion, inefficiency, and waste. The confusion stems from the fact that a contract and a grant contain the same essential elements: competent parties, lawful subject matter, sufficient consideration, and consent of minds. However, contracts create "State procurement relationships" and grants create "State assistance relationships". IDOA and OAG will reject documents from State agencies that attempt to avoid the


competitive procurement process necessary for a contract by inappropriately framing a contract as a grant. Each agency is responsible for reviewing the funding source that supports the grant or contract to assure the proper agreement is utilized.

A procurement contract should be used whenever the agency wishes to buy, lease, or exchange property or services for the direct benefit of the State agency. This is the standard buyer-seller relationship. Also, when a State agency's principal purpose is to acquire an intermediary's services, which ultimately may or may not be delivered to an authorized recipient, then a contract is required. When the term "competitive procurement" (i.e., the use of RFPs) is used, it refers to contracting for supplies and services under a sealed bid or competitive negotiation procedure and does not usually include grant proposals. For example, when an agency hires a private entity to perform a function or a duty which the State agency otherwise would perform itself, a procurement contract is necessary. Contracts contain clearly defined deliverables (what is being purchased) that tie the duties of the contractor to the payment.

Contract Termination

IDOA has established a process to assist you when an agency has determined that contract termination is in its best interest. Please use the termination request form at <https://www.in.gov/idoa/files/ContractTerminationRequest.pdf> and submit to contract_termination@idoa.in.gov with sufficient time for IDOA's review and approval before notice of termination is sent to the contractor pursuant to the contract terms.

Contract Termination Letter Request



Instructions

1. Review current contract termination language to ensure clause requirements are being met.

2. Discussions should have already occurred with the vendor to see if contract issues can be resolved before terminating the contract.

3. Fill out document as instructed. Completed document needs to be SIGNED by Agency Director or Designee and APPROVED/SIGNED by Agency Legal Counsel.

4. Provide IDOA the signed document, contract or link to the contract and any amendments being terminated, and any other details needed within at least 10 business days of the required notice provision for the requested termination date.

5. Please make certain the vendor is well aware of this Contract Termination action prior to the termination notice being sent by IDOA.

6. IDOA will send the Termination Notice letter by email and regular mail. Mail cutoff time is 2pm for next day pick up. If the letter is prepared before 2pm that day, it will not go out the building until the next day. So delivery of the actual letter can take 2-4 days.

Date:

To:

Indiana Department of Administration
IDOA Contract Termination Request, contract_termination@idoa.in.gov

From:

Contract Number:

Contractor Name:

Contact Name:

Email Address:

Description of Services:

Specify Termination for Default or Convenience:

Describe the Reason for Contract Termination:

Page 1 of 2

Electronic Contracting Process

Background

The Uniform Electronic Transactions Act is a uniform statute designed to bring State law into the electronic commerce era. Indiana adopted the Uniform Electronic Transactions Act at Ind. Code ch. 26-2-8 in 2000. Indiana Code § 26-2-8-202 authorizes governmental agencies to determine whether, and the extent to which, they will

send and accept electronic records and electronic signatures to and from other persons and otherwise create, generate, communicate, store, process, use, and rely upon electronic records and electronic signatures.¹

Electronic records, electronic signatures, and electronic contracts are recognized and enforceable under the law, Indiana Code § 26-2-8-106 provides the following:

- (a) A record or signature may not be denied legal effect or enforceability solely because it is in electronic form.
- (b) A contract may not be denied legal effect or enforceability solely because an electronic record or electronic signature was used in its formation.
- (c) If a law requires a record to be in writing, or provides consequences if it is not, an electronic record satisfies the law.
- (d) If a law requires a signature, or provides consequences in the absence of a signature, the law is satisfied with respect to an electronic record if the electronic record includes an electronic signature.

While most private contracts need only the parties to sign the contract for it to be valid, Ind. Code § 4-13-2-14.1(a) requires that “[a] contract² to which a State agency is a party must be approved by ... the Indiana Department of Administration ... the Budget Agency ... and the Attorney General.” In addition, Ind. Code § 4-13.1-2-2 provides that the

Indiana Office of Technology (IOT) shall “[r]eview ... proposed contracts relating to information technology at the request of the Budget Agency,” and the Budget Agency has requested that IOT review all such contracts.

Indiana Code § 4-13-2-14.1 (c) provides:

The Indiana Department of Administration may adopt rules under IC 4-22-2 to provide for electronic approval of contracts. Electronic approval may include obtaining the equivalent of a signature from all contracting parties using an electronic method, so long as the method allows the party to read the terms of the contract and to manifest the party's agreement to the contract by clicking on an “ok”, an “agree”, or a similarly labeled button or allows the party to not agree to the contract by clicking on a “cancel”, “don't agree”, “close window”, or similarly labeled button. Rules adopted under this subsection must provide for the following:

- (1) Security to prevent unauthorized access to the approval process.
- (2) The ability to convert electronic approvals into a medium allowing persons inspecting or copying contract records to know when approval has been given.

For contracts subject to Ind. Code § 4-13-2-14.1, the State will send and accept electronic records of contracts and electronic signatures under Ind. Code § 26-2-8-202. The following process is the only approved process for the electronic signing and approval of State contracts, and its standards are designed to promote consistency and interoperability for the State. Ind. Code § 26-2-8-203. A contract created under these procedures is deemed in writing and will not be denied legal effect or enforceability solely because it is in electronic form. This memo will govern until such time as the Indiana Department of Administration (IDOA) may adopt rules as contemplated by Ind. Code § 4-13-2-14.1 (c).

Use of the PeopleSoft Financials Supplier Contracts Management Module

All State contracts that are routed for electronic approval will use the PeopleSoft Financials Supplier Contracts Management (SCM) module, or just “SCM,” to which it is commonly referred. PeopleSoft Financials serves as the

¹ Indiana Code § 26-2-8-102 (10) defines an “Electronic signature” as “an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record.”

² “Contracts” include grants, and when used in this document, “contractor” also means “grantee”. While “contracts” also include leases and some other real property transactions, the process described in this document is not available for certain real property transactions or any other transactions which may require recordation or notarization.

State's official book of record and is a State-owned and supported system. Through IOT, security measures are in place to ensure the preservation of all recorded data with detailed plans for data disaster recovery, including hot and cold sites.

The State has created templates for State contracts and grant agreements in SCM. Personnel from IDOA/IOT update these templates with autonomy and without intervention by agencies. Contract templates that have been formapproved by the Attorney General will also be created in SCM. Under SCM, contractors, vendors and all State agencies can review changes made to the templates.

eSignature³

DocuSign is the signature tool in SCM to sign contract documents electronically ("eSignature"). Indiana selected DocuSign as its means to comply with Ind. Code ch. 26-2-8. The State made this section based on several factors, including:

- Security;
- No cost for contractors;
- Ease of use; and
- Compliance with Ind. Code § 4-13-2-14.1 and Ind. Code ch. 26-2-8.

Security and the eSignature Procedure

A PeopleSoft user ID and password is required for each individual who will access the contract documents in SCM, and any actions taken by an individual are documented and stored in SCM. All users granted access to SCM administrator functions, including sending SCM documents for signature, are also required to have a DocuSign account/identity in order to obtain contract signatures.

After an SCM administrator creates a document under PeopleSoft SCM, it assigns the document for eSignature. IDOA has selected two identity verification tools for an SCM administrator to choose from – text or access code verification. Individuals which have been designated by an SCM administrator to sign contracts will receive a signature-request notification via email from DocuSign. These individuals are required to verify their identity via text or access code as defined by the SCM administrator.

The Signer is allowed access to a view of the SCM document through DocuSign with no mechanism to perform or save edits of any kind. Using signature tags embedded within the SCM templates, the contract document will require the signer to affix a signature (according to the signer name assigned by the SCM administrator), title, and date/time stamp in the designated areas only.

The contractor agrees to conduct business electronically by the following statement which immediately follows the Non-Collusion and Acceptance clause and immediately precedes the designated eSignature area:

I agree, and it is my intent, to sign this contract electronically, and that my signing and submitting this contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database.

Completion of the Contract

The SCM administrator receives notification from DocuSign each time an individual opens a document for review, each time an individual completes the signing procedures, and the moment all requested signatures are in place.

Further, a DocuSign Envelope is created with each contract that contains recipient information, documents, document fields, and timestamps tracking delivery progress, as well as information about the sender, security and

³ The system selected does not utilize "digital signatures" as defined by Ind. Code § 5-24-2-1.

authentication information, a certificate of completion, and a digital seal. In addition to being securely stored in DocuSign, these details are shared with SCM and documented in the PeopleSoft application and cross-referenced by an Envelope ID embedded on the document.

With the eSignatures in place, the SCM administrator routes the document for approval, using the electronic process by the necessary oversight agencies (IOT if applicable, IDOA, SBA, and OAG) through a predetermined workflow based on the document requirements.

When the required signatures and approvals are complete, the SCM administrator executes and dispatches the contract. An automatic process in the system will select all newly executed contracts and send a copy to the IDOA Contract Division.

The IDOA Contract Division will upload the contract to the State's Transparency Portal for public view.

Specification

[ˌspesəfəˈkɑːʃ(ə)n] – noun

An act of describing or identifying something precisely or of stating a precise requirement. A detailed description of the design and materials used to make something.

Preparing Specifications

To be certain that solicited bidders completely understand **the requirements of the supplies or services to be purchased, a detailed specification must be provided. IC**

5-22-5 declares that all specifications must promote the overall economy for the purpose intended and must encourage competition in satisfying the needs of the State of Indiana.

Good specifications will identify the requirements while allowing competition among bidders. They will also list methods for testing compliance with the specifications and provide for an equitable award.

Grammatical Style and Terminology

Specifications are extremely important because they can mean the difference between getting what is needed and getting what is asked for.

Here are tips to use as a guide when choosing language for specifications:

- Use the words “Must” or “Shall” to describe mandatory requirements
- Use the words “Should” or “May” to describe features that are optional
- Requirements should be described using language that is as brief, clear, and concise as possible
- A definition of a word should be given if the meaning could be confusing
- Do not use terms that are proprietary to a particular manufacturer
- Do not use terms that are open to individual interpretation
- Consider using ranges or minimums and maximums where appropriate to allow for flexibility and additional competition

Types of Specifications

There are three basic types of specifications: Brand Name, Design, and Performance/Functional.

Use of the Brand Name type is the least recommended due to the potential for limiting competition. A combination of the Design and Performance/Functional types is considered ideal.

Brand Name

Advantage Requires less research if time is an issue

Disadvantages Discourages competition; may lessen objectivity in evaluation and award process

This type of specification is called “Brand Name” because it references a brand name, model number, catalog number, etc., that identifies a supply made by a specific manufacturer as an example of the level of quality desired. This type of specification is advantageous when listing all the requirements in detail is impractical or impossible, but the general design, quality, and performance requirements need to be addressed.

When using this type, the statement “or approved alternate” **must** always follow the brand name description. This statement communicates to bidders that offers of alternative supplies will be considered if they are of the same or better quality than the brand name cited. Also, the word “alternate” is recommended rather than “equal” because it is extremely difficult to prove that two items are equal and bidders may try to challenge the agency’s judgment.

When requesting name brand supplies **only** and not just listing them as a standard of quality, a justification must be provided explaining why a specific name brand is required and why alternate supplies cannot be considered. (See [DPAP Solicitation Summary](#) section).

PeopleSoft Comments to Add When Using Brand Name Specifications

PeopleSoft stores frequently used standard comments organized into specific categories available to be selected and copied to Requisitions, solicitations, and Purchase Orders. Comments may be added as Header information or to specific line items. When using brand name specifications, the following should be selected as Header information and copied to the Sourcing Event before bidders are solicited. The language (below) indicates to bidders the intent of a non-restrictive specification.

Select PeopleSoft Standard Comment:

Standard Type: BID

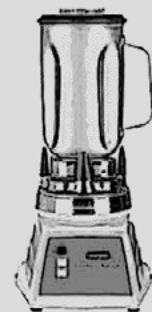
Comment ID: SPC

The specifications contained herein are non-restrictive. They are intended to establish criteria and guidelines for competitive bidding. Alternate bids may be reviewed; however, before they can be accepted, the supplier must supply with the bid detailed manufacturer specifications to verify that the alternate does meet specifications of bid determined by the Department of Administration and using State agency.

Example: Brand Specification

“Blender – 32 oz. stainless steel container. Heavy duty for high-volume use. Two speeds, 3 H. P. commercial motor, rugged die-cast enameled zinc housing. Rubber cover plug and gasket provide a tight seal, 120 VAC, 50/60 Hz. Waring 7011S or approved alternate.”

Notice that not only is a brand name supply referenced, but actual qualities are listed as well. This provides further clarification to bidders regarding the quality of the requested supply, as opposed to simply stating, “Blender – 32 oz. Waring 7011S or approved alternate.” Trying to reference a brand specification that is widely recognized throughout the industry (and is easily available for bidders to compare alternate supplies they may have to offer) can maximize competition.



Design

Advantage Well suited for unique requirements, such as a limited amount of space to accommodate a supply

Disadvantages Can be restrictive; not well suited for off-the-shelf supplies; may not allow for advances in technology

The Design specification focuses on the physical and dimensional requirements of a supply, as well as how it is actually fabricated. Many times, when this type is used, the requested supply is not available “off the shelf” and must be manufactured specifically to meet the needs of the user. It is commonly used for equipment, machinery, and vehicles not available on a QPA contract.

When used alone, this type can often restrict competition by eliminating the consideration of similar supplies because of minor differences in size or construction. To increase flexibility and allow for more competition, design requirements can be expressed using minimum and maximum values. This allows features to compete within ranges rather than meeting requirements with precision.

When requesting supplies of a specific size that must be manufactured to the agency's specific needs, it is very important that the dimensions given are accurate.

If a supplier provides a supply manufactured specifically to dimensions we have provided and the supply does not “fit”, an agency may be forced to accept and pay for a supply that cannot be used. To ensure accuracy, bidders may be requested to do an on-sight inspection and measurement before providing a response.

Example: Design Specification

“Commercial heavy-duty 27-lb. washer extractor with non-coin operated push-button controls. 10” riser frame and anchors, rust resistant metal frame with 12/40 ½” pre-drilled holes for anchoring. Must include 304 stainless cabinet front, sides, and top as well as inner and outer tubs. Machine dimensions to be 37” deep maximum and 30” wide maximum.”

Any time competition is restricted, justification must be provided explaining why the specifications must be met exactly. In this example, the dimensional requirements could restrict competition by possibly eliminating “standard” size washing machines from consideration. This can be justified by the fact that the laundry facility will only accommodate a washer of the requested size.



Performance/Functional

Advantages Encourages competition because the end product may be achieved by different means and can be a very useful tool for large ticket supplies for which there is very little competition. Also, this type allows end user to focus on needs rather than wants and provides accommodation for advancements in technology.

Disadvantage Sometimes difficult to articulate “absolute” needs

Specifications written as “Performance” or “Functional” are not as detailed as far as design or physical dimensions but focus instead on the result of the supply's performance or what it should accomplish. By placing more emphasis on the functional requirements, unnecessary “frills” are avoided (which usually keeps cost lower) and the requested supply is less likely to become obsolete.

This type of specification tends to promote rather than restrict competition, because it allows any supply that can meet the functional requirements to be considered.

Example: Performance/Functional Specification

“Electronic Parking Garage Access/Security System – System must allow assigned users entrance and exit without aid of an attendant 24 hours per day, seven days per week by use of access card, assigned personal code, or approved alternate method. System must log year, date, and time of each entrance and exit according to user, with the ability to provide reports

of this information. System must accommodate in excess of 1,500 users. System must offer emergency power supply backup in the event of power failure.”

In this example, the functional requirements have been described, but how those requirements are to be met is left up to the bidder.

Specification Formatting

When writing specifications, there are two basic ways to display the specification requirements. These formats are referred to as “Equipment” and “Paragraph”.

Equipment Format

This format uses a series of brief sentences describing each individual requirement. The sentences are followed by “Yes” and “No” checkboxes or blanks for bidders to indicate whether or not they can meet the specific requirement. For more complicated specifications, the sentences should be organized into categories identifying the major components.

The Equipment format is the preferred format because it:

- sets out clearly the important aspects of the purchase
- allows important traits to be highlighted
- helps bidders avoid missing or skipping a requirement
- requires bidders to be more cautious
- holds bidders accountable for their responses

When using the equipment format, keep requirement sentences or statements brief and “to the point” placing the emphasis on the requirement.

Example: Specification Equipment Format

ENGINE:

3-cylinder, 4-cycled, vertical overhead valve, liquid-cooled diesel engine with min. 24 HP (18.6kw) rating. Min. 57 cubic inch displacement	Yes	No—
---	-----	-----

Engine produces 36 foot pounds of torque to ensure capability of climbing hills and mowing uneven slopes	Yes	No
--	-----	----

ELECTRICAL:

12-volt battery with min. 500-CCA or 450-amp hour min	Yes	No
---	-----	----

35-amp alternator, 40-amp manual reset circuit breaker	Yes	No
--	-----	----

Dash-mounted ignition switch	Yes	No
------------------------------	-----	----

TIRES/WHEELS:

Two front drive tires 23x8.50-12 or 23X10.50-12, tubeless, extra traction treads. 4-ply rating	Yes	No
--	-----	----

Two rear steering tires, 16.6.50-8, rib tread, 4-ply rating	Yes	No
---	-----	----

Paragraph Format

This format lists specification requirements using brief sentences or statements written in paragraphs (like in newspapers). As with the Equipment format, similar requirements should be organized into categories identifying the major components. However, this format is recommended for simpler supplies only.

Example: Specification Paragraph Format

Men's Broadcloth Nightshirts

Polyester and cotton blend (65/35 or 50/50) broadcloth. Full cut with raglan sleeves (sleeve length to be approximately 20 inches from neck to bottom of sleeve). Open down back with 7 stainless steel grippers, crush resistant for closing. Reinforced all around the neck. Mid-calf length with shirttail hem. Bottom hem to be sewed with 8 – 10 stitches per inch. Sleeves/under arm sewn on 5-thread safety stitch serge. From top gripper to bottom of hem must be approximately 45 inches long. Solid pastels shall include colors such as light blue, mint green, yellow, lavender or similar shades. (No solid tan, black, red, navy, bright green, white or brown.) Small, flowered prints are available in cheerful colors and patterns. Large variety of colors and patterns shall be provided. All clothing must contain permanent factory label stating factory contents and size. Techni-Flair or an approved alternate. Sizes to include XL and XXL.

Specifications Using Equipment Trade-ins

State property may be used as a trade-in towards the purchase of a new supply if the specifications are written instructing bidders to include the trade-in allowance in their response to the solicitation. A contact person and phone number (if different than the Procurement Agent) should be provided so that bidders may arrange a time to view the supply to be considered if necessary.

Please also see [State Surplus Requirements](#) section for detailed information and procedures involving trade-ins.

Assistance with Writing Specifications

If assistance is needed with writing specifications, please contact the Procurement Division, Strategic Sourcing section.

Suppliers can often be a resource for researching and developing specifications, but should be consulted with caution, however, as they may try to encourage the development of specifications that are restrictive and proprietary to the supplies and services they specifically offer.

Initiate Purchase Request and Required Approvals

Create a Requisition

All purchases from Indiana Correctional Industries, Ability Indiana, and QPAs, regardless of dollar amount, must be initiated by creating a Requisition in PeopleSoft. Most of the supplies and services available from these sources can be located and selected from the eProcurement catalog using search criteria such as the item ID number. All other supply and service requests, regardless of the dollar amount, must be initiated by creating a "special request" Requisition in PeopleSoft. Requisitions for these purchases will require an estimate representing the anticipated approximate cost for each line item and will not necessarily match the price quotes received from solicited bidders.

Identify Delivery Requirements on the Requisition

The Requisition will require that a delivery date is specified.

Purchase Cost	Minimum Delivery Date Required from the anticipated Sourcing Event Start Date
Less than < \$5,000	7 Days

More than > \$5,000

15 Days

For purchases less than \$5,000, the date should be at least seven days from the date that the quotes were taken or seven days from the anticipated Sourcing Event Start Date. For purchases \$5,000 or more, a minimum of 15 days from the anticipated Sourcing Event Start Date should be allowed to complete all the required processing.

All information entered when creating the Requisition will be electronically copied to the PeopleSoft SSE Event Details form used for soliciting bidders and eventually to the resulting Purchase Order. It is important to be certain that all pertinent information is included.

PeopleSoft instructions are available on the [Procurement PeopleSoft Guides](#) web page.

Telecommunications	IOT	(317) 232-3171
Microfilm and Paper Shredders	IARA	(317) 233-1713
Computer Hardware and Software	IOT	(317) 232-3171
Multifunction Devices (MFD)	IDOA	(317) 234-0067
Office Supply - Non Market Basket QPA	IDOA	(317) 234-0067

Requisition Routing Procedures and Special Approvals

Requisitions saved and submitted through PeopleSoft are routed electronically to the necessary approval authorities within each agency and then to any necessary external approval authorities based on the United Nations Standard Product and Services Code (UNSPSC) identified. For more details, see [UNSPSC Categories](#) section. An agency found to be applying incorrect UNSPSC categories to avoid special approval routing risks losing purchasing authority.

Telecommunications Supplies and Services

Manager: Indiana Office of Technology (IOT)

IOT establishes contracts for telecommunications supplies and services to leverage the buying power of all State agencies. As part of this process, IOT establishes contracts with suppliers to document how and what can be ordered under the various contracts.

Special Approvals Contact Information

Microfilm and Paper Shredders

Manager: Indiana Archives and Records Administration (IARA)

Copiers, Printers, Fax Machines, Scanners, and Multifunction Devices (MFD)

Manager: IDOA Procurement Office machines approvers

When planning to purchase or lease this type of equipment, consolidation of features is recommended and should be considered. The QPA contract currently offers machines with the ability to copy, print, fax, and scan with a single piece of equipment. This consolidation of features uses much less energy, resulting in cost savings.

All purchases of copiers, printers, fax machines, multi-functional devices and scanners require IDOA Procurement Division review and approval, regardless of dollar amount. This requirement is applicable to **all** State agencies for **all** equipment regardless of the processing or printing speed.

The Requisition must have a justification and very specifically explain the need for new equipment. Direct questions to the IDOA Contract Manager over the QPA contract. **The information outlined below must be provided to IDOA for review of these purchases. Responses to questions and statements are required.**

- **1)** Was Brittany Zurface from Toshiba involved in recommending this requested device?
(Yes/No)
- **2)** Identify make and model of all requested devices. Please also list the total number of units by model type. (If printer – include whether it will be used as a networked device or as a personal desktop. If personal desktop printer – please include reason)
- **3)** Identify all functions that the equipment will perform (i.e., Print, Copy, Fax, Scan, Color)
- **4)** Identify all physical addresses where the equipment will be delivered for usage.
(Please align device to address)
- **5)** Identify the average total monthly volume this requested device will fulfill. (i.e., all devices being replaced)
- **6)** Identify all make and models that will be eliminated because of the new devices, while identifying whether the eliminated devices are lease returns or owned
- **7)** Please include any additional comments you believe would be important for the IDOA reviewer

Computer Hardware and Software

Manager: Indiana Office of Technology (IOT)

IOT will review all Requisitions for the purchase of Information Technology (IT) related supplies and services within an average of three working days from submission for compliance with IOT policies, standards, and guidelines; for most agencies this is done through a PeopleSoft Requisition.

Include the following information in the Approval Justification field on these Requisitions.

What business problem is this procurement meant to solve?

The name of IOT staff member with background about the purchase.

- Were comparable IOT services considered?
- If IOT products or services were considered and not chosen, describe the reason.
- Include the name of your agency's technical contact.

If making a QPA purchase, provide QPA name or Contract ID number.

Include the Supplier's name, if known.

Is the Requisition being entered as the result of or for an RFP? If so, enter the RFP number.

Enter the name and description of the product or service.

- For software - what is being bought and for what purpose? Licenses? Maintenance or support? Hosting? Cloud services? Is it a new purchase or a renewal?
- For hardware - Is it a Desktop? Laptop? Peripherals? Printers? Server? Storage?
- For professional services or projects - Through the MSP? Is it development? Is it new or a continuation?
- For staff augmentation - Through the MSP? Is it new or a renewal?
- For telecom

Tips:

Spell out acronyms.

Avoid using technical jargon—write for a non-technical reader.

Attach quotes and other supporting documentation (e.g., SPRs, SOWs); make sure they are not password protected.

Reference or attach an exception approval email from IDOA when purchasing outside an IT QPA. Indicate the type of exception:

- A non-availability or non-timely availability of supply exception

Use your agency resources to obtain sufficient detail for IOT's review.

If detailed information isn't provided, Requisitions may be denied. In that is the case, see the comments section of the denied Requisition.

Office Supply QPA non-market basket items **Manager:**

IDOA Office Supply approvers

Any PeopleSoft Requisition that has non-market basket items included will be routed for IDOA approval once the Requisition is saved and submitted. In PeopleSoft, non-market basket items will be marked with an asterisk (*) in front of the item description.

If a Requisition contains any non-market basket item(s), the following information must be contained in the justification for each item or the Requisition will not be approved by IDOA.

- ☐ 1) What line item(s) are **non**-market basket?
- ☐ 2) Why is each specific supply needed?
- ☐ 3) What research was done to determine that there is not a similar “ Best Value” item available?
- ☐ 4) If there is a similar “ Best Value” supply, what sets this item apart from the “Best Value” supply?
- ☐ 5) What does this supply offer that other supplies don't?

Specific instructions about entering PeopleSoft Requisitions for office supplies can be found on the [Procurement PeopleSoft Guides](#) web page.

Non-Competitive Purchases

Purchases less than \$1,500 only

Supplies

The requirement to purchase supplies and services available through Indiana Correctional Industries, Ability Indiana work centers or QPAs, is applicable regardless of the purchase dollar amount. Supplies and services available from these sources must be purchased from these sources unless proper justification and approval is provided.

All purchases that fall under IDOA authority are to be entered in PeopleSoft as a Requisition and taken to a Purchase Order.

When purchasing supplies or services not available from Indiana Correctional Industries, Ability Indiana, and QPAs, IDOA permits supply purchases less than \$1,500 to be made without soliciting competition. This policy exists to provide an opportunity to purchase from local suppliers and reduce administrative and processing costs for minor purchases. It is very important to continue purchasing recycled content supplies and to include the minority, women, and veteran owned business community whenever possible.

An authorized procurement agent must approve all purchases. If the agency does not know the designated procurement agent, the current agency Head Procurement Agents can be found on the [Purchasing Contacts web page](#).

Procurement Contracts

When using the paper based method, it is important that the correct procurement contract accompanied by the rest of the required documents is sent to IDOA Procurement for signature, even though seeking competitive quotes

is not required. **All contracts must be routed to the Department of Administration for signature and approval. There are no exceptions.**

Competitive Solicitation Methods

A competitive solicitation (procurement) method is required for all purchases \$1,500 or more and begins after considering the Indiana Correctional Industries, Ability Indiana, and QPAs defining the type of purchase, writing the

specifications, creating the Requisition in PeopleSoft, and the Requisition completing the required routing process for all necessary approvals.

The estimated total dollar amount of the purchase is the factor used to determine which solicitation method is required.

Purchases \$1,500 to \$5,000

Informal Quotes

Supplies \$1,500 to \$5,000

As a method of soliciting competitive pricing, contacting at least **four** bidders by email, phone, fax, or mail to request price quotes is acceptable for supply purchases with an estimated total dollar amount less than

\$5,000. One of the four quotes **must be** requested from a certified minority, women, or veteran owned business. You can find information about understanding a searching UNSPSC categories and searching for certified minority, women, and veteran owned businesses posted on the procurement training DPAP website at <https://www.in.gov/idoa/procurement/procurement-training/delegation-of-purchasing-authority-program/>.

Those contacted, the price quotes, date of the conversation, and justification for award must be documented using the DPAP Solicitation Summary form (see [DPAP Solicitation Summary](#) section). The form or the same information must be attached or entered in the justification field on the PeopleSoft Requisition, if the agency requires it. The form **must be** attached as a Header Comment to the resulting Purchase Order (PO). PeopleSoft instructions are available on the [Procurement PeopleSoft Guides](#) web page.

If the resulting award price of the informal quotation process is more than \$2,500, the awarded supplier must complete a Quotation Confirmation form ([Templates and Documents, Attachment A](#)) (or SSE Event Details form produced in PeopleSoft) and initial and date (anywhere in white space) the Terms and Conditions document (see [Templates and Documents, Attachment A](#)). These can be completed through hard copies or electronically.

Procurement Contracts \$1,500 to \$2,500

As a method of soliciting competitive pricing, contacting at least **four** bidders by email, phone, fax, or mail to request price quotes is acceptable for Procurement Contract purchases with an estimated total dollar amount less than \$2,500. One of the four quotes **must be** requested from a certified minority, women, or veteran owned business. You can find information about understanding a searching UNSPSC categories and searching for certified minority, women's and veteran owned businesses posted on the procurement training DPAP website at <https://www.in.gov/idoa/procurement/procurement-training/delegation-of-purchasing-authority-program/>.

Those contacted, the price quotes, date of the conversation, and justification for award must be documented using the DPAP Solicitation Summary form (see [DPAP Solicitation Summary](#) section). The form or the same information must be attached or entered in the justification field on the PeopleSoft Requisition, if the agency requires it. The form **must be** attached as a Header Comment to the resulting PO. PeopleSoft instructions are available on the [Procurement PeopleSoft Guides](#) web page. The awarded supplier must complete the correct procurement contract for signature and approval routing.

Informal Quotes process

Although the solicitation package of standard forms is not required for solicitations within this estimated dollar amount, if the procurement agent or designee chooses to include them with the SSE Event Details form produced in PeopleSoft and Terms and Conditions, all information contained in the bidder responses returned must be considered during evaluation.

STEP 1: Create the Sourcing Event

The Requisition created in PeopleSoft initiating the purchase to be made should be copied to a Strategic Sourcing Event once it has successfully completed the required approval routing and the Budget Check status is "Valid". PeopleSoft instructions are available on the [Procurement PeopleSoft Guides](#) web page.

Open and Close Date Requirements

When preparing the Sourcing Event in PeopleSoft, a specific date and time that bidder responses are sent and must be returned is required. The "Start Date" is the approximate date that the solicitation is sent to the prospective bidders; the "End Date" is the date and time that bidder responses are due.

As informal quotations are acceptable for supply purchases within this dollar amount, written bidder responses within this dollar amount may be requested as quickly as needed. Sundays or holidays within the requested time frame should be considered and excluded when specifying the date and time that responses are due. [Selecting Bidders to Solicit](#)

Bidders (and Suppliers) in PeopleSoft can be found by searching for the supply or service categories (see [UNSPSC categories](#) section) identified in their bidder registration. Minority, Women, Indiana Veteran Owned Small Businesses and Small Businesses are easily identified within each group.

The procurement agent or designee must select at least four bidders to solicit for all purchases \$1,500 or more. One of the four quotes must be requested from a certified, Minority, Women, or Veteran owned business. You can find information about understanding a searching UNSPSC categories and searching for certified minority, women, and veteran owned businesses posted on the procurement training DPAP website at <https://www.in.gov/idoa/procurement/procurement-training/delegation-of-purchasing-authority-program/>.

All agencies are responsible (and will be held accountable) for meeting the State's [goals for minority, women, and veteran owned business participation](#).

STEP 2: Prepare and Send the Solicitation

After the Sourcing Event has been created and bidders selected for solicitation, generate the hard copy forms for each bidder selected. The SSE Event Details form and the Terms and Conditions document may be emailed, faxed, or mailed to prospective bidders. The same method for dispersing the request should be used for all bidders solicited.

STEP 3: Follow-up If Required

If the award resulting from the solicitation process is more than \$2,500, the awarded supplier must complete the Quotation Confirmation Form (or SSE Event Details form produced in PeopleSoft) and initial and date (anywhere in white space) the Terms and Conditions document ([Templates and Documents, Attachment A](#)). These can be completed through hard copies or electronically. Completing the Quotation Confirmation can either detail the line items requested (as currently detailed on the SSE Event Details form) or it can refer to the bidder's attached quote sheet.

All quotation information received from bidders is confidential until an award has been made, the Supplier has accepted and/or a Purchase Order has been encumbered.

Procurement contract purchases with an estimated dollar amount more than \$2,500, including maintenance and software, require formal solicitation according to the procedures outlined in the section Purchases \$5,000 to \$75,000.

Purchases \$5,000 to \$75,000

Formal Written Quotes

The SSE Event Details form and the standard forms for solicitation (referred to collectively as the “solicitation package”) are required as the instrument for soliciting competitive price quotes based on the type of purchase and estimated total cost within the parameters below.

- Supplies: \$5,000 - \$75,000
- Procurement Contracts: \$2,500 - \$75,000

If seeking competitive quotes is not possible, documentation must be provided in the Requisition justification field explaining the specific circumstances and be covered by a Record of Special Procurement or an approved Special Procurement Request (see [Special and Emergency Procurements](#) section).

Note: When sending out a solicitation for a procurement contract be sure to include the appropriate contract template with the solicitation package.

STEP 1: Create the Sourcing Event

The Requisition created in PeopleSoft initiating the purchase to be made should be copied to a Strategic Sourcing Event once it has successfully completed the required approval routing and the Budget Check status is “Valid.” PeopleSoft instructions are available on the [Procurement PeopleSoft Guides](#) web page. [Start and End Date Requirements](#)

When preparing the Sourcing Event in PeopleSoft, a specific date and time that bidder responses are sent and must be returned is required. The “Start Date” is the approximate date that the solicitation is sent to the prospective bidders; the “End Date” is the date and time that bidder responses are due.

For purchases estimated to be over \$5,000, bidders must be given at least seven days to respond excluding Sundays or holidays. This must be able to be verified based on the difference between the Start Date and End Date identified on the Sourcing Event.

Delivery Requirements

When specifying the required delivery date for supply purchases, a minimum of 15 days from the Sourcing Event End Date should be allowed.

Additional Information for Bidders

PeopleSoft offers you the opportunity to add instructions or information bidders may need to provide a complete response to solicitations in the form of Header and Line Comments. Header Comments entered will print on the SSE Event Details form before the line items are listed. Line Comments will print immediately following the line item it is associated with.

In addition to allowing manual comments to be entered as needed, PeopleSoft also stores frequently used standard comments organized into specific categories available to be selected and copied to Requisitions, solicitations, and Purchase Orders. These comments, too, may be added as Header information or to specific line items.

PeopleSoft Preprogrammed Comments

Indiana Small Business Preference Compliance Restrictions

To ensure that bidders are aware of compliance restrictions imposed by claiming the [Indiana Small Business](#)

[Preference](#), the following should **always** be selected as a Header Comment and copied to the Sourcing Event before bidders are solicited.

The language (below) indicates to bidders the constraints involved when an award is based on this preference having been claimed.

Select PeopleSoft Standard Comment:

Std Type: BID

Comment ID: ISBP

Notice to Indiana Small Business Bidder

The supplier assures that if they are receiving this award based on the Indiana Small Business Preference, that they will be performing a minimum of 80% of the work involved with their own forces. This contract is not assignable either in whole or in part, nor shall it be subcontracted after award without the State's prior written consent.

By signing the certification page of the solicitation package, you are certifying adherence to all bid requirements as well as the above notice.

Federal Funding Source Considerations

If the purchase to be made is intended to be paid with federal funds, special attention must be given to the fact that some federal grants do not allow geographic preferences (see [Purchasing Preferences](#) section) to be considered in solicitation evaluations. The following should be selected as a Header Comment to inform bidders that evaluation criteria inconsistent with federal regulations will not be considered.

Select PeopleSoft Standard Comment:

Std Type: BID

Comment ID: FEDE

Preferences Claimed Must Comply with Federal Requirements

If any one or more of the listed criteria on which the responses to this quote or bid will be evaluated are found to be inconsistent or incompatible with applicable federal laws, regulations or policies, the specific criterion or criteria will be disregarded and the responses will be evaluated without taking into account such criterion or criteria.

Bidder Profile Registration

Any company or business desiring to participate in State of Indiana procurements is encouraged to complete the online [bidder registration](#). All bidders selected to receive an SSE award or awards containing sub-participation **must** complete registration; this allows you to process a Purchase Order or SCM contract. The following should be selected as a Header Comment.

Select PeopleSoft Standard Comment

Std Type: BID

Comment ID: BYIN

Register as a Bidder

Prior to award of this solicitation, your business needs to be registered as a Bidder with the State; see the information posted at <https://www.in.gov/idoa/procurement/supplier-resource-center/requirements-todo-business-with-the-state/bidder-profile-registration/>. Click on Bidder Registration Form. You may also see the Buy Indiana page at <https://www.in.gov/idoa/procurement/supplier-resource-center/programsand-preferences/buy-indiana/> for certification information. It is preferred that businesses register immediately, so that a delay of solicitation award will not occur. You must keep your registration updated and your information current at all times.

Direct Deposit Requirements with State Comptroller

To ensure that bidders are aware of compliance issues with the State Comptroller concerning direct deposit, the following should **always** be selected as a Header Comment and copied to the Sourcing Event before they are solicited.

Select PeopleSoft Standard Comment:

Std Type: BID

Comment ID: AOS Direct

Deposit Obligations

As required by IC 4-13-2-14.8:

Notwithstanding any other law, rule, or custom, a person or company who has a contract with the State or submits invoices to the State for payment shall authorize in writing the direct deposit by electronic funds transfer of all payments by the State to the person or company. The written authorization must designate a financial institution and an account number to which all payments are to be credited. For forms and additional information visit the State Comptroller website at <https://www.in.gov/auditor/forms/>.

Shipping Charges Included

To ensure that shipping and other additional costs are included in bidder solicitation responses, the following should **always** be selected as a Header Comment and copied to the Sourcing Event before they are solicited.

Select PeopleSoft Standard Comment:

Std Type: SHP

Comment ID: SHIP

Shipping Costs Must Be Included

Supplier must include shipping and/or any other additional costs in bid response. Shipping and/or additional costs will not be paid if added to invoice.

Procurement Contract Language

Request to Establish a Contract Clause on all Solicitations for Services

To ensure that bidders are aware that an agency wishes to establish a contract for services, the following should **always** be selected as a Header Comment and copied to the Sourcing Event before they are solicited for a procurement contract.

Select PeopleSoft Standard Comment:

Std Type: SER

Comment ID: ESTC

Request to Establish a Contract

This is a request to establish a Contractual Agreement for _____ Services. Contract commencing _____ or from date of last State signature, whichever is later and ending 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 ____). 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.

Incinerator Clause on Solicitations for Trash Services

To ensure that bidders provide landfill or incinerator information, the following should **always** be selected as a Header Comment and copied to the Sourcing Event before they are solicited for a procurement trash contract.

Select PeopleSoft Standard Comment:

Std Type: SER

Comment ID: TRAS – Trash Contracts/Landfill

Landfill/Incinerator charges

Per 25 IAC 1.1-1-17, the rate for Solid Waste Removal Services set out herein shall be composed of two components:

(1) The fee charged by the contractor for services in provisions of containers and removal and hauling of the waste.

(2) The pass-through of any landfill or incinerator charges incurred by contractor.

The contractor's fee shall remain fixed for the full term of the contract. However, upon presentation of written verification that the landfill or incinerator operator has increased or decreased the landfill or incinerator charges, the disposal change component of the agreement will be increased or decreased to match the new rates.

Written verification from the disposal site on letterhead stating the specific dollar amount of the increase or decrease (i.e., per ton or per cubic yard) must be submitted to the service location business office.

Contractor must indicate what landfill they will be using and provide the address and phone number.

Phone Reset Charge Clause on Solicitations for Postage Meters

To ensure that bidders provide postage by phone reset charges, the following should **always** be selected as a Header Comment and copied to the Sourcing Event before they are solicited for a procurement contract for postage meters.

Select PeopleSoft Standard Comment:

Std Type: SER

Comment ID: POST – Postage Meter

Postage by Phone Reset Charges

Supplier must include all postage by phone reset charges, if applicable, and the number of resets included per month, if any, in the above maintenance charges.

Resets \$_____ each _____ per month.

Greening the Government and MSDS Clauses on Solicitations for Pest Control Services

To ensure that bidders are aware of the Governor's Greening the Government Initiative and that they must provide

Material Safety Data Sheets, the following should **always** be selected as a Header Comment and copied to the Sourcing Event before they are solicited for a procurement pest control contract outside the parameters of the QPA contract.

Select PeopleSoft Standard Comment:

Std Type: GTG

Comment ID: PEST – Pest Control

Greening the Government – Pest Management

As part of the Governor's Greening the Government initiative, the State of Indiana is looking at utilizing an Integrated Pest Management system to rid building of pests without using chemical controls. In addition to bidding on the scope of work/specifications enclosed, the supplier is required to include pricing and a plan to control pests without utilizing chemical controls such as spraying and fogging.

AND

Select PeopleSoft Standard Comment:

Std Type: BID

Comment ID: MSDS

Material Safety Data Sheets

Material Safety Data Sheets must be supplied for all pertinent products, with delivery, in order to comply with OSHA hazard communication rules. Failure to ship MSDS with the product will result in holding all invoices for payment until we receive the Material Safety Data Sheets.

Greening the Government and MSDS Clauses on Solicitations for Janitorial Services

To ensure that bidders are aware of the Governor's Greening the Government Initiative and that they must provide

Material Safety Data Sheets, the following should **always** be selected as a Header Comment and copied to the Sourcing Event before they are solicited for a procurement janitorial contract outside the parameters of the QPA contract.

Select PeopleSoft Standard Comment:

Std Type: GTG

Comment ID: CLN – GTG Language for Cleaning

Greening the Government – Cleaning Products

All cleaning chemicals and supplies shall meet or exceed Green Seal third-party certification as environmentally-preferred cleaning products. Visit <https://www.greenseal.org/certified-products-services> for a current listing of certified products. To assure the health and safety of all building occupants, all cleaning chemicals and supplies shall be properly used by cleaning staff trained in Green Cleaning methods.

AND

Select PeopleSoft Standard Comment:

Std Type: BID

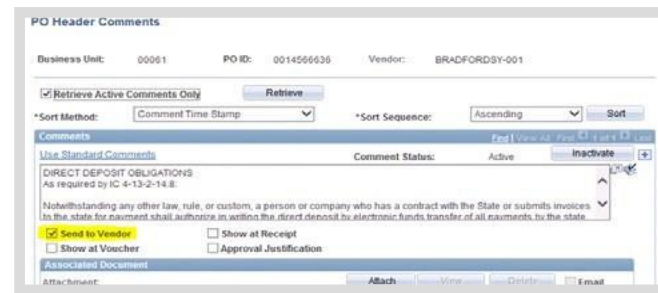
Comment ID: MSDS

Material Safety Data Sheets

Material Safety Data Sheets must be supplied for all pertinent products, with delivery, in order to comply with OSHA hazard communication rules. Failure to ship MSDS with the product will result in holding all invoices for payment until we receive the Material Safety Data Sheets.

If comments entered are to be visible to bidders and printed on hard copy documents, be sure to click the “Send to Supplier” checkbox below the “Comments” field when the text is selected or entered manually.

If there are specific instructions or language used frequently that is not currently available, please contact the IDOA Procurement Division to discuss creating standard comments specific to the agency's needs.



STEP 2: Select Bidders to Solicit

Bidders (and suppliers) in PeopleSoft can be found by searching for the supply or service categories (see [UNSPSC Categories](#) section) identified in their bidder registration. Minority, Women, Indiana Veteran Owned Small Businesses and Small Businesses are easily identified within each group.

The procurement agent or designee must select at least four bidders to solicit for all purchases \$1,500 or more. One of the four quotes must be requested from a certified Minority, Women, or Veteran owned business. You can find information about understanding a searching UNSPSC categories and searching for certified minority, women, and veteran owned businesses posted on the procurement training DPAP website at <https://www.in.gov/idoa/procurement/procurement-training/delegation-of-purchasing-authority-program/>.

All agencies are responsible (and will be held accountable) for meeting the State's minority, women, and veteran [owned business participation](#).

STEP 3: Select and Prepare the Correct Procurement Contract Package (if required)

Select and prepare the contract package (the current templates can be found on the [Contract Administration website](#))

- Addendum
- Contract for Services

Standard Procurement Contract clauses to focus on:

1 Duties of Contractor

The Duties of the Contractor should outline the exact, detailed services to be performed. Detailing those services ensures that your agency and the Contractor understand exactly what should be provided and lessens the chances that misunderstandings will arise. If the Duties of the Contractor have already been set out in a Statement of Work or other separate document, you may fulfill the requirements of this clause by making a short descriptive statement about the duties to be performed then reference that separate document as an exhibit. **All attachments or exhibits must be specifically incorporated by reference and properly labeled.**

Duties of Contractor Clause

The Contractor shall provide the following services relative to this Contract:

2 Consideration

The consideration should be stated as a definite amount at a certain rate with a ceiling limitation (per hour, per deliverable, per day, etc.). IDOA requires a not-to-exceed figure on total payments when a rate system is used. As in clause 1 above, attaching an exhibit may be advisable where the system of consideration involves several deliverables and is sufficiently complex to make it advisable to do so. You should still state the notto-exceed amount in this clause. **This should be the second clause of the contract.**

Consideration Clause

The Contractor will be paid at the rate of _____ for performing the duties set forth above. Total remuneration under this Contract shall not exceed \$ _____.

32

3 Term

The term should clearly state the duration of the Contract either by giving a specific beginning and ending date (month, day and year) OR a duration that begins after the date of the last State signatory. There is no statutory term limit on service contracts. However, as a matter of policy, IDOA sets a 4-year limit as the base but is willing to discuss longer terms on a case by case basis. **This should be the third clause of the contract.**

Term Clause

This Contract shall be effective for a period of _____ . It shall commence on _____ and shall remain in effect through _____.

See [Attachment C](#) for the complete listing of boilerplate clauses, [Attachment D](#) for Procurement Contract Writing Reminders and [Attachment E](#) for Procurement Contracts Frequently Asked Questions.

STEP 4: Assemble the Solicitation Documents

After the Sourcing Event has been created and bidders selected for solicitation, generate the hard copy forms for each bidder selected.

The hard copy SSE Event Details form(s) should be inserted into a solicitation package (standard forms package) for each bidder selected.

The most current solicitation package is available on the Procurement Training [Solicitation Package](#) web page and include the following pages and sections:

- Cover/General Information Page (Optional)
- <INSERT PEOPLESOFT SSE EVENT DETAILS FORM HERE>
- Standard Terms and Conditions
- Additional Specifications (insert if applicable)
- Claiming Purchasing Preferences
- MBE and WBE Subcontractor Commitment Form
- IVOSB Subcontractor Commitment Form **New!**
- Indiana Economic Impact form
- Drug-Free Workplace Certification
- Secretary of State Registration
- Compliance Certification
- Ethics Obligations
- Pricing
- FOB Destination
- Open Competition
- Creation of Binding Agreement
- Exceptions
- Employment Eligibility Verification
- Non-Collusion Certification
- Signature Section
- Procurement Contract document (if applicable)

33

STEP 5: Send the Solicitation to Bidders

The prepared solicitation package may be emailed, faxed, or mailed to prospective bidders. The same method for dispersing the request should be used for all bidders solicited.

All quotation information received from bidders is confidential until an award has been made, the Supplier has accepted and/or a Purchase Order has been encumbered.

Unsolicited Bidder Requests

The State of Indiana does not preclude anyone from responding to a solicitation. Any bidder requesting a copy of a solicitation or interested in responding to a solicitation must be accommodated.

Purchases \$75,000 and Above

Standard Delegation

- The program provides delegation of purchasing authority of \$75,000 as the standard. This authority allows State agencies to solicit for, award, and pay for purchases up to \$75,000.

All purchases with an estimated cost to exceed this standard delegation must be solicited, awarded, and processed by the IDOA Procurement Division.

If you're ready to start the solicitation process, you'll need to [submit an electronic Letter of Intent \(eLOI\)](#).

See the [How to Build a Request for Proposal web page](#).

Small Business Set-Aside Program

Created by statute (IC 5-22-14), the Small Business Set-Aside program was put in place to promote the growth and success of small businesses. The supplies identified below have been chosen to participate based on the small business community known to be capable of supporting the needs of the State while still allowing fair and equitable competition in the procurement process. The program is applicable to supply purchases between \$5,000 and \$75,000.

Solicitation of quotes for purchases that qualify under the Small Business Set-Aside requirement should be conducted using the same documents and processes used for any other purchase within these estimated dollar amounts; the statute, however, dictates that only bidders who qualify as small businesses should be solicited.

Supply

First Aid/Safety Supplies

Hardware and Relative Supplies

Badges/Emblems

Hand Tools

Personal Computer Hardware/Peripherals

Personal Computer Software

Police Supplies

Plumbing Supplies

Building Maintenance Supplies

UNSPSC Categories

42170000, 42290000, 46180000

24110000, 31162700, 46171500

55120000

27111500

43000000, 26121600

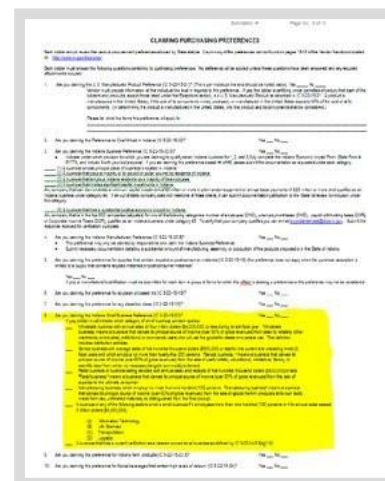
43190000, 43230000

46000000

30180000

72100000

Bidders responding to Small Business Set-Aside solicitations must complete the Indiana



Small Business Preference section of the Claiming Preference Page (see [Templates and Documents, Attachment A](#)) to certify that they are indeed a small business, indicating their category of classification.

- Supplies within the categories identified for this program may be available on QPA contracts and should be purchased from these contracts if the supply offered meets the agency's requirements. QPA contracts should be reviewed for these types of supplies before soliciting through the Small Business Set-Aside program.

If small businesses to solicit for the supplies listed above cannot be located, documentation must be provided explaining how that was determined, and an exception must be granted by the IDOA Procurement Division **before** quotations are solicited. Requests for exception should be directed to the IDOA Procurement Deputy Director by email or by fax at (317) 232-7312.

Pre-Award Solicitation Activities

Notice of Addendum

A Notice of Addendum (see [Templates and Documents, Attachment A](#)) may be used when it is necessary to make a change to a solicitation that could affect the bidder responses. This might include a change in specifications, delivery date or time requested, quantity requested, etc. As the bidders must be provided enough time to incorporate the changes, the Notice of Addendum may also be used to extend the closing date and time.

The Notice of Addendum document should be completed and sent by email, fax, or mail to all bidders solicited. If sent by fax, keep the transmittal report as verification that the Addendum was sent and received. The form must be signed and returned with the bidder's response.

The image shows a form titled "NOTICE OF ADDENDUM TO SOLICITATION". It includes fields for "Addendum Number" and "Opening Date". Below these is a large rectangular box for "Solicitation responses should be submitted incorporating the information detailed below". Further down, there are lines for "Buyer" and "Approved". A note states "The acknowledgment below should be signed and returned with your response". Below this is a section titled "ACKNOWLEDGEMENT" with a line for "Receipt of Notice of Addendum for solicitation". At the bottom, there are lines for "Bidder", "Signed", "Title", and "Date".

Any information **not** provided to each bidder as part of the solicitation may not be used for evaluation purposes. Anytime it is necessary to contact a bidder to verify information, it is important to always document who was spoken with and what was said. When documenting this information on the quote, use **red ink** so that it can be distinguished from any markings made by the bidder. In the process of verifying information provided by bidders, **do not** disclose any information offered by competitors.

In situations where there is not time to make the appropriate changes, notify the bidders of cancellation in writing and re-quote.

Canceling a Solicitation

If it is necessary to cancel a Sourcing Event, all bidders solicited must be notified. Any pricing received must not be released. If re-soliciting for the same supplies or services, all the original bidders must be solicited.

Receiving Solicitation Responses

- All bidder responses must be date and time stamped upon arrival, providing proof that the quotes were received by the date and time requested.

Agencies not having a date and time "stamp" may manually write the date and time received and initial it using **red ink** on quotes received through the mail. Quotes that have been automatically stamped with the date and time when received electronically are acceptable.

Always keep bidder responses in a safe place until the requested date and time for them to be returned has passed.

Responses received after the date and time requested are considered late and should not be considered for an award. All quotation information received from bidders is confidential until an award has been made, the supplier has accepted and/or a Purchase Order has been encumbered.

Evaluating Solicitation Responses

When determining which bidder(s) should receive the award, there are details that must be considered in evaluating the responses.

If any of the following situations will affect the outcome of the award, they should be addressed on the DPAP Solicitation Summary form (see [DPAP Solicitation Summary](#) section).

Was the response received by the requested date and time?

Responses received after the requested date and time are considered late and may not be considered for an award. There are only two exceptions to this rule; all responses received were late or a late response was the ONLY response received.

Does the bidder meet the requested specifications?

Alternate supplies may be considered if the bidder provides explanation, the supply offered meets or exceeds your functional requirements and is the low bid. For more details, see [Exceptions](#) section.

If only one response is received, is the quoted price considered a fair market price?

An award to the only bidder responding requires justification indicating how it was determined that the quoted price is a fair market price before making the award. This justification must be in the file for audit purposes. For more details, see [Fair and Reasonable Pricing](#) section.

After the award is made and as time allows, purchasing agents should investigate why other bidders did not offer quotations to verify that the specifications were not restrictive or vague, and to make certain the correct type of bidders were solicited.

If there was a delay in making the award, are the prices still valid?

Refer to the solicitation package.

Did the bidder return all necessary paperwork?

Verify that all the required pages and sections of the solicitation package have been properly completed. If not, they may be requested from the bidder. Did the bidder adequately complete the Indiana Economic Impact form and sign it on the second page? Did the bidder submit MBE, WBE and IVOSB Participation information as required? Has the bidder noted any exceptions to the specifications in their response or in the exception section of the package?

Did the bidder complete the Signature block in the solicitation package?

By completing and signing the signature block, the bidder acknowledges agreement to all terms and conditions and declares that all information provided in the solicitation package is accurate and complete. If the bidder has not completed this section, they may be contacted and asked to do so, providing there is signature somewhere in the response received before the deadline passed. An award should not be made to bidders refusing to complete the signature block.

Did the bidder claim a preference?

Bidders must complete the Indiana Small Business Preference section of the Claiming Purchasing Preference page indicating under which criteria they qualify as a Small Business if the solicitation was conducted under the Small Business Set-Aside program or if the bidder is claiming the Indiana Small Business Preference. Advance notice to bidders of this requirement is recommended when soliciting under the Small Business Set-Aside program. For more details, see [Small Business Set-Aside](#) and [Indiana Small Business Preference](#) sections.

Did the bidder claim the Indiana Business preference?

- 1) Bidders must complete the Indiana Business Preference section of the Claiming Purchasing Preferences page in the solicitation package.
- 2) Claims of this preference require that the bidder complete the Indiana Economic Impact (IEI) form.
- 3) Bidders who wish to claim one of the Buy Indiana preferences should have the email from IDOA confirming certification. A copy of the current certification (showing the expiration date) should be in the solicitation response. If they no longer have the email, the bidder or you can include the information found on the Buy Indiana Designation List posted on the Buy Indiana web page.

Does use of federal funds negate geographical preferences claimed?

Some federal grants do not allow consideration of geographical preferences (the Indiana Business and Indiana Small Business Preference) during evaluation.

Is there a State surplus requirement?

If the solicitation involves the trade-in of surplus property, the bidder must include the trade-in allowance dollar amount to be deducted from the original cost. For more details, see [State Surplus Requirements](#) section.

Are the extension prices calculated correctly?

Unit prices can never be changed for any reason. If a bidder quotes a "lot" price, this price becomes the unit price and cannot be changed. If a bidder has mistakenly quoted the wrong unit price, the quotation must be withdrawn (in writing) or the price must be honored. The extension price may be corrected if there has been a mathematical error. Any changes made to the extension prices should be made using red ink and initialed.

Unit prices may be quantified (if a bidder quotes a "quantity" price instead of an "each" price, for example).

Are there any obvious price discrepancies?

Whenever there is a large margin of difference between quoted prices, it is necessary to contact the bidder and verify that the price offered is correct. A large price difference could indicate that the bidder quoted the wrong price or the supply offered does not meet the specifications.

Would a "Split Award" be cost effective? Is it necessary to get all the supplies requested?

In many cases, there could be a cost savings by splitting the award between two or more suppliers. Also, a split award may sometimes be necessary to get all the supplies requested if all bidders did not quote on all supplies.

Bidders may submit responses indicating "All or None" which cannot be considered for a split award. For more details, see [Split Awards](#) section.

Is a spreadsheet needed?

Procurement agents must create a spreadsheet for the evaluation of bidder responses for all solicitations of 15 or more line items, solicitations involving a split between suppliers ([Split Award Example, Attachment B](#)) or both. This requirement is applicable to all purchases.

Can an award be made to a supplier who is not offering the lowest price?

If the lowest bidder does not meet the required specifications, delivery time frames or both, these factors can be taken into consideration. Describe in detail specifically what they do not meet. Awarding to the next lowest bidder meeting the specification requirements is acceptable in this situation.

If the lowest bid meets all specifications but the bidder has not provided the required paperwork (after several requests have been documented), an award may be made to the second lowest bidder.

If the quote from the lowest bidder was received after the requested time and date, the award must be made to the second lowest responsive and responsible bidder.

Preferences claimed can also affect the outcome of the award.

Is there a "tie" between responses?

If two or more bidders propose identical pricing, determinations for breaking the tie might include things such as an Indiana bidder vs. an out of state bidder, one bidder that can deliver before the requested delivery date, or one bidder with M/W/IVOSB participation.

If assistance is needed in determining an award involving a tie situation, please contact the IDOA Procurement Division.

For Procurement Contract purchases, did the bidder agree to the State's terms and conditions?

Verify that the bidder has agreed to the mandatory clauses and non-mandatory terms having been incorporated.

For Procurement Contract purchases, did the bidder claim applicable preferences?

The Recycled Preference could be claimed in the purchase of printing services, and the Buy American Preference claimed in Equipment and Rental purchases because an actual supply, in addition to a service, will be provided.

For Procurement Contract purchases, did the bidder sign the contract?

Verify that the bidder has signed the appropriate contract after agreeing to the State's terms and conditions.



Fair and Reasonable Pricing

When an adequate number of bidders have been solicited for a purchase and only one response is received, an award may be made to the only response received if the quoted price is considered fair and reasonable.

This determination can be made if the answer to one of the following three questions is “yes”:

- ☐ Is the quoted price within the government estimate?
- ☐ Is the price within that expected by the (Documentation required) procurement professional? (An explanation must be documented).
- ☐ Is the price similar to what was received in the past for the same or similar supply or service? (Documentation required)

After the award is made and as time allows, purchasing staff should investigate why other bidders did not offer quotations to determine if the specifications might have been restrictive or vague, and to make certain the correct type of bidders were solicited.

Purchasing Preferences

The State of Indiana is committed to making purchases that promote the economy, the environment, and the nation. In support of this commitment, “preferences” have been put in place providing advantages to certain types of businesses, supplies and services. Bidders must complete the “Claiming Purchasing Preferences” pages of the solicitation package for preferences to be applied or considered. (see [Templates and Documents, Attachment A](#))

Bidders requesting information or detail concerning preferences, their purpose, or how they are applied may be directed to the [Supplier Resource Center](#).

Preferences may not always be applicable based on the supply or service being purchased. Be sure that what’s claimed qualifies before considering it during evaluation.

Absolute Preference

An absolute preference allows bidders meeting certain criteria to receive an award without regard to other criteria unless another bidder also claims the preference, meaning that the bidder offering the lowest cost may not be the correct choice for award. There is one absolute preference offered.

IC 5-22-15-22

Coal Mined in Indiana

When purchasing coal for use as fuel, an absolute preference is given to coal mined in Indiana.

Supply-Based Preferences

Indiana Code allows procurement agents to consider giving preference to purchasing supplies that meet the conditions and specifications defined in the statute. This category includes the U.S. Manufactured and Steel Supplies Preferences. See IC 5-22-15-2.

U.S. Manufactured Preference

IC 5-22-15-21 and 25 IAC 1.1-3



IC 5-22-15-21

Promotion of purchase of supplies manufactured in the United States; rules

Sec. 21. (a) This section does not apply to the State lottery commission created by IC 4-30-3-1.

(b) A governmental body shall adopt rules to promote the purchase of supplies manufactured in the United States.

(c) Rules adopted under subsection (b) shall provide that supplies manufactured in the United States shall be specified and purchased unless the governmental body determines that any of the following apply:

- (1) The supplies are not manufactured in the United States in reasonably available quantities.
- (2) The price of the supplies manufactured in the United States exceeds by an unreasonable amount the price of available and comparable supplies manufactured outside the United States.
- (3) The quality of the supplies is substantially less than the quality of comparably priced available supplies manufactured outside the United States.
- (4) The purchase of supplies manufactured in the United states is not in the public interest.

As added by P.L.49-1997, SEC.1.

The statutes require the purchase of only United States manufactured supplies whenever possible. Bidders claiming this preference certify that the end supplies offered are U.S. manufactured. If the cost of its components mined, produced, or manufactured in the United States exceeds 50% of the cost of all its components, it meets the preference criteria. Bidders offering foreign-made supplies at a lower price should not receive an award if U.S. manufactured supplies that meet specifications are available for purchase.

The U.S. Manufactured preference does **not** apply in the award of Procurement Contracts in most circumstances.

Steel Supplies Preference

IC 5-22-15-25

Steel supplies used in the manufacture of supplies for a contract or supplies used in the performance of services under the contract must be manufactured in the United States.

This preference applies only to purchases over \$10,000 and only when steel supplies requested by specification are rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two (2) or more such operations, by the open hearth, basic oxygen, electric furnace, Bessemer, or other steel making process (IC 5-22-15-25(a)).

When requirements are met and the preference applies, this acts as an absolute preference and the award is to be made to the applicable Respondent.

Exceptions can be considered if

- The Respondent indicates that use of US Manufactured Steel increases the cost by 15% or more than if US Manufactured Steel is not used and the Respondent also provides assurance in the sourcing event documentation that not receiving the award will not “harm the business of a facility that manufactures steel products in Indiana or result in the reduction of employment or wages or benefits of employees of a facilities
- Or if the purchase is less than \$10,000 and made under the small purchase policies of IC 5-22-8-2(b).

Price Preferences

A price preference is offered to allow certain types of businesses or businesses that offer certain types of supplies to be able to compete for the State’s business while taking into consideration a preference.

If a bidder claims a price preference, a given percentage will be deducted from the price of the supply or supplies that meet the criteria for that preference, and the newly figured prices will be used for evaluation purposes to determine who should receive the award.

If a bidder claiming a price preference receives an award, the original quoted amount will be paid for the supplies or services. Only one (1) price preference may be applied to each supply or service, even if the bidder has indicated they wish to claim multiple preferences. The preference that is most beneficial should be applied. The only exception to this rule is the Indiana Manufactured Preference (IC 5-22-15-21) and the Businesses Providing Specialized Employee Services Preference (IC 5-22-15-26) – these may be claimed in addition to the Indiana Business Preference.

Example: How to Calculate Price Preference

The bidder's quoted price is . . .	\$6,000
A 15% preference is applied . . .	- \$900
Amount used for evaluation . . .	\$5,100
If this bidder receives the award, the amount the agency pays is \$6,000.	

Indiana Business Preference

5% Price Preference

IC 5-22-15-20.5

Defining an Indiana Business

Executive Order 05-05 establishes a goal that State agencies will procure 90 cents of every dollar from Indiana businesses. The effective date of this policy was July 1, 2005.

“Indiana business” refers to any of the following:

- (1) A business that is registered with the Indiana Secretary of State as a domestic business.
- (2) A business that pays a majority of its payroll (in dollar volume) to residents of Indiana
- (3) A business that employs Indiana residents as a majority of its employees
- (4) A business that makes significant capital investments in Indiana
- (5) A business that has a substantial positive economic impact on Indiana

Bidders who wish to claim one of the Buy Indiana preferences should have the email from IDOA confirming certification. A copy of the current certification (showing the expiration date) should be included in the solicitation response. Verification can also be obtained from the [Buy Indiana Designation List](#).

The following is the policy concerning items 4 and 5 described above.

Significant Capital Investment:

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 qualify as an Indiana business under category 4.

Substantial Indiana Economic Impact:

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (Department of Workforce Development or DWD), unemployment taxes (DWD), payroll withholding taxes (Department of Revenue or DOR), or Corporate Income Taxes (DOR); it shall qualify as an Indiana business under category 5.

- All bidders claiming this preference must complete, in its entirety, the Indiana Economic Impact form (IEI).

For purchases under the program, qualifying bidders receive a **five percent (5%)** price preference. Contact the IDOA Procurement Division if assistance is needed in applying this preference.

Indiana Manufactured Preference

3% Price Preference

IC 5-22-15-20.5

If an Indiana business offers to provide supplies manufactured, assembled, or produced in Indiana, and if two (2) or more bids submitted were the same, the following price preference is available to the Indiana business **in addition** to the price preference available under Indiana Business Preference.

Indiana manufactured is defined as a substantial amount of manufacturing, assembly or production occurring in the State of Indiana. To be eligible to claim the Indiana Manufactured Preference, necessary documentation confirming the supplies meet Indiana manufactured must be provided for review by the State.

For purchases under the program, qualifying bidders receive a **three percent (3%)** price preference. Please contact the IDOA Procurement Division if assistance is needed in applying this preference.

Indiana Small Business Preference 15% Price Preference IC 5-22-15-23

The State of Indiana offers a fifteen percent (15%) price preference to qualified businesses within the State to encourage the growth and success of small companies. This preference should not be confused with the [Small Business Set-Aside program](#).

To be eligible to claim the Indiana Small Business Preference, the bidder must be an Indiana business (as defined in the [Indiana Business Preference](#) section) and qualify in at least one of the six following categories:

- (1) A wholesale business with annual sales of \$4,000,000 or less during the last fiscal year.
- (2) A service business with average sales of \$500,000 or less for the current and preceding three fiscal years and employs no more than 25 persons.
- (3) A retail business or a business selling services with annual sales and receipts of \$500,000 or less.
- (4) A manufacturing business which employs no more than 100 persons.
- (5) A business in the sector of Information Technology, Life Sciences, Transportation, or Logistics, not employing more than 100 persons or annual sales exceeding \$5,000,000.
- (6) 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).

Solicitations under \$75,000

In solicitations under \$75,000, IVOSB Prime Contractors can claim a Price Preference of 15% (Indiana Small Business Price Preference).

The IVOSB Prime Contractor must meet the definition from [IC 5-22-14-3.5](#).

In order to be certified or registered as an Indiana Veteran Owned Small Business, a business must be an Indiana business registered through the [U.S. Department of Veterans Affairs](#) or through the [State of Indiana registration process](#).

Guidelines for Procurement Agents

! The procurement agent must check the IDOA Find an IVOSB website to verify the IVOSB certification. _____

- Use the [U.S. Department of Veterans Affairs catalog](#) to verify federal certifications for Indiana businesses. If the Indiana business is found there, nothing more is required.
- Use the [State of Indiana IVOSB Directory](#) to search for businesses headquartered in Indiana that are not certified through VA OSDDBU and outside businesses that are eligible for the certification if they meet one of the allowable criteria. If the business is found there, nothing more is required.

If the business is not found on either the U.S. Department of Veterans Affairs catalog or the State of Indiana IVOSB Directory, then the amount of the IVOSB participation must not be counted. The bidder should be contacted and given the information about getting properly registered ([State of Indiana registration process](#)) so that it can be counted in the future.

- ! All bidders claiming this preference must complete, in its entirety, the Indiana Economic Impact form (IEI).

Businesses Providing Specialized Employee Services Preference

15% Price Preference

IC 5-22-15-26

The State of Indiana offers a fifteen percent (15%) price preference to qualified businesses who provide specialized employee services as defined in Indiana Code 5-22-15-26. Respondents wishing to claim this preference are to complete the [Affidavit of Eligibility](#).

- (a) This section applies only to a contract awarded by a state agency.
- (b) As used in this section, "business providing specialized employee services" refers to a business that satisfies all of the following:
 - (1) Not less than seventy-five percent (75%) of the employees of the business are Indiana residents who meet at least one (1) of the following criteria:
 - (A) The employee is incarcerated or was formerly incarcerated.
 - (B) The employee is on probationary status.
 - (C) The employee is receiving government funded public assistance.
 - (D) The employee is a military veteran.
 - (2) The business pays a minimum wage of not less than thirteen dollars and fifty cents (\$13.50) per hour.
 - (3) The business maintains a company representative to assist employees with at least one (1) of the following:
 - (A) Transitional services out of incarceration or probation.
 - (B) Job skills-based training programs.
 - (C) Social skills training and assistance relating to personal finance and basic legal assistance.
 - (4) The business provides employees with health insurance, vision insurance, dental insurance, and access to retirement savings options.
- (c) The Indiana department of administration shall determine whether a particular business meets the requirements of this section.

- ! All bidders claiming this preference must attach the signed Affidavit of Eligibility form with their response. See instructions and form at <https://www.in.gov/idoa/procurement/supplier-resource-center/programs-and-preferences/preferences/>.

Recycled Supplies Preference

10-15% Price Preference

IC 5-22-15-16

The Indiana Code governing the Recycled Preference offers an opportunity to inform the bidder community that we are serious about buying recycled! The State of Indiana should be requesting recycled supplies whenever possible. To be eligible to claim the Recycled Preference, qualifying supplies must contain at least 20% recycled materials (30% post-consumer for white copy paper). Bidders **must** provide manufacturer certification to substantiate their claim. However, if recycled content is listed as a requirement in the specifications, the preference is not applicable and cannot be claimed. This preference does **not** apply to Procurement Contracts in most cases.

The figure 15% as the preference amount is set as a standard. However, the preference offered may be anywhere between 10% and 15% if the amount of the preference that will be applied is stated in the solicitation.

Soybean Oil Based Ink Preference

10% Price Preference

IC 5-22-15-18

A price preference of ten percent (10%) is offered for soybean oil based ink. The preference does not apply when the purchase description is limited to soybean oil based ink.

Soy Diesel/Biodiesel Preference

10% Price Preference

IC 5-22-15-19

Fuel that is at least twenty percent (20%) soy diesel/biodiesel by volume qualifies for this preference. For purchases under the program, qualifying bidders receive a ten percent (10%) price preference. This preference does not apply when the purchase description is limited to a fuel of which at least 20% by volume is soy diesel/biodiesel.

Indiana Farm Supplies Preference

10% Price Preference

IC 5-22-15-23.5

Agricultural supplies grown, produced, or processed in Indiana qualify for this price preference. To be eligible to claim the Indiana Farm Supplies Preference, necessary documentation confirming the supplies are grown, produced, or processed in Indiana must be provided for review by the State.

For purchases under the program, qualifying bidders receive a ten percent (10%) price preference.

Foods and Beverages that Contain High Levels of Calcium

IC 5-22-15-24

High calcium foods and beverages are preferred over those with lower calcium levels.

Split Awards

The Procurement Division constantly looks for ways to make the wisest use of taxpayer dollars while considering the best interest of the State of Indiana. Therefore, an award split between two or more bidders is recommended whenever it would provide a substantial cost savings. A split may also be necessary to get everything needed when none of the bidders provide a quote for all the supplies or services requested.

A split award must be documented using a spreadsheet indicating which bidder offers the lowest price for each supply or service. Caution should be used as only some supplies or services offered may qualify for certain preferences and others may not meet the required specifications. Price preferences claimed should be applied line by line when bidders do not offer a quote for all lines or by total dollar amount for responses marked "bidding all or none." These types of determinations should also be noted on the spreadsheet.

If the procurement agent or designee determines in the process of evaluation that a split award will provide a cost savings of \$100 or more or to award all or most supplies or services, a split award is recommended. However, a split award is not required; the decision to split the award or make an award to the overall lowest complete quotation is at the agency's discretion but must be documented. (The "lowest complete quote" is the response that offers all supplies or services requested and meets all specifications at the lowest total cost.)

Processing Split Awards

Purchases \$1,500 to \$75,000

If a split award is cost effective, the savings must be documented using a spreadsheet and kept in the solicitation file with the DPAP solicitation summary. Bidders receiving an award as a result of the split and the supplies or services being awarded to each should also be documented. ([Split Award Example, Attachment B](#))

Exceptions

The Exceptions section located in the solicitation package (see [Templates and Documents, Attachment A](#)) provides an opportunity for bidders to explain how supplies offered differ from the supplies requested, as well as how and why the alternate supply meets or exceeds the requirements. The information should be considered during evaluation, especially if the alternate supply presents substantial cost savings.

Bidders offering alternate supplies for consideration must note all exceptions somewhere within their solicitation response. If specification requirements are not met and no exceptions are noted, the supply should not be considered for an award.

If assistance is needed in evaluating a solicitation involving exceptions or alternate supplies, please contact the IDOA Procurement Division.

Solicitation # _____ Page No. 9 of 12

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 (e)(9), and Indiana Code 4-2-7, the regulations promulgated thereunder, and Executive Order 54-08, 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/ethics/>. 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. *Quoted 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 alternate brand names and model numbers may be used, they are merely intended to be guidelines to establish origin 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 the bid package. The Contractor shall make no deliveries on verbal orders except from the issuing 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
Alternate 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 items 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 agrees 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.

NO INVESTMENT IN IRAN
As required by IC §5-22-10-5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC §5-22-10-5-14, including termination of the Contract and denial of future state contracts, as well as imposition of a civil penalty.

Example: Exception for Supply Specification

A solicitation requests quotations for a high-volume copier. The specifications are not restrictive but are very specific. One of the listed requirements is a maximum warm-up time of 7 minutes.

When the bidder responses are received, the lowest responsive and responsible bidder meets all specification requirements except one; the copier offered takes 13 minutes to warm-up. However, the bidder explains that although the warm-up time is more than that requested, the copier may be programmed to warm up on its own at any time. The quoted price is considerably less than the others received, and the exception is clearly noted.

The alternate supply offered in the example should be considered, as the exception explained does not affect the functional requirements listed in the specifications, and a substantial cost savings could be realized.

MBE, WBE and IVOSB Participation

IDOA's Division of Supplier Diversity (DSD) is established by IC 4-13-16.5 and further controlled by 25 IAC 5 and 25 IAC 9. As required by statute, the DSD certifies minority business enterprises, women's business enterprises, and Indiana veteran owned small businesses. IC 4-13-16.5-3(b)(5) also requires "all state agencies, separate bodies corporate and politic, and state educational institutions to report [to DSD] on planned and actual participation of minority business enterprises, women's business enterprises, and veteran owned small businesses in contracts awarded by state agencies."

The DSD works with the Governor's Commission on Supplier Diversity to establish annual goals for the use of minority business enterprises, women's business enterprises and Indiana veteran owned small businesses. These goals are updated annually and are to be derived from a statistical analysis of the utilization study of State contracts that is required to be conducted every five (5) years. Inclusion of a contractor's utilization of minority business enterprises, women's business enterprises or Indiana veteran owned small businesses in the contract itself is a tool used by the DSD to ensure prime contractor compliance, as set forth in 25 IAC 5 and 25 IAC 9, with the participation terms of the contract.

Each agency is responsible (and will be held accountable) for meeting the State's goals for minority, women, and veteran owned business participation and should consider this when choosing bidders during the solicitation process.

Bidders should complete and submit the MBE, WBE and IVOSB Subcontractor Commitment forms included in the solicitation package (see [Templates and Documents, Attachment A](#)) with each solicitation response in accordance with 25 IAC 5 and IC 4-13-16.5. The bidder must show that there are Indiana certified racial minorities, women's and veteran owned enterprises participating in the purchase being made or indicate that there is no participation involved with this particular procurement. While the participation may be as a subcontractor, second tier participation with common suppliers (office suppliers, courier services, etc.) is acceptable.

Respondents must list on the forms the name of each business involved, a contact name and phone number, the supplies or service being provided, and the specific dollar amount from this purchase that will be directed toward each MBE, WBE and IVOSB firm.

Guidelines for Procurement Agents

Bidders claiming MBE, WBE or IVOSB participation must include with their response a signed letter(s) on the company letterhead from the participating businesses. The letter(s) must reference and match the level of participation listed on the bidder's subcontractor commitment forms.

 The procurement agent must verify Certification on the IDOA [Certified Business Search web page](#).

If not certified, the amount of MBE, WBE or IVOSB participation listed on the forms cannot be counted. The bidder should be contacted and given two full business days to become compliant if information is missing from the package. If the bidder does not provide the appropriate information after such time, the participation cannot be counted and could result in a supplier not being awarded a solicitation if a tie-breaker situation is necessary.

- If there is sub-participation on a supply or contract purchase, the information must be captured in PeopleSoft through the Strategic Sourcing Event.

Please see Strategic Sourcing Event documentation on the Procurement Training [PeopleSoft Guides and Instructions](#) web page.

If the awarded supplier is an MBE, WBE or IVOSB business, their participation, if indicated, is not applicable; only their subcontractors and suppliers' participation is relevant towards the stated goals.

Contractor Compliance

Because the award of a contract may have been based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan [as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation], or the IVOSB participation plan [as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation], any changes to this information during the contract term must be approved by the DSD and may require an amendment to the contract. It is the State's expectation that the Contractor will meet the subcontractor commitments during the contract term. If a change to the subcontractor participation plan is requested, please follow this process:

1. A request to the DSD must be received on the prime contractor's letterhead detailing the request for a change to the subcontractor participation plan and signed by the company official.
 - (a) For MBE or WBE participation changes, the request should be addressed to and emailed to Kesha Rich, Deputy Commissioner of the Division of Supplier Diversity, at krich@idoa.in.gov, for review.
 - (b) For IVOSB participation changes, the request should be emailed to IndianaVeteransPreference@idoa.IN.gov for review.
2. The request must include the following information:
 - (a) the reason for the change,
 - (b) the name of the certified replacement firm or additional firm,
 - (c) the scope of services to be performed by the firm, and
 - (d) the percentage of the contract being added or removed from that firm.

The DSD will review the request, conducting investigation and follow up communications, as necessary. If the change(s) is/are approved by DSD, the DSD will issue a letter to the contractor. Approved changes to the contract terms should be included in an amendment to the contract.

Special and Emergency Procurements

As provided for by Indiana Code IC 5-22-10, Special Purchasing Methods may be used when unique circumstances exist, allowing standard practices to be circumvented. The need for this type of purchase must qualify under at least one of the criteria in 5-22-10-4 through 5-22-10-20 and justification must be provided explaining why this type of purchasing method applies. The special purchasing methods permitted can be found online: <http://iga.in.gov/legislative/laws/2021/ic/titles/001>.

Time sensitive purchases with the potential to seriously impair the function of an agency may require that bidder responses be requested as quickly as needed: allowing the requirement that provides bidders seven business days to respond (purchases over \$5,000) to be bypassed.

! The approval process may take up to forty-five (45) days.

The requirement to solicit responses from at least four bidders may be suspended if the essential purchase can only be made from a single source.

If using 5-22-10-13, Single source for supply, additional quotes are not required. The bidder must supply a letter or memo from the manufacturer certifying that the requested supply is not available from another source. A price quote shall be included. It will also be necessary to provide research that validates that this price is fair and reasonable. Include explanation of negotiated savings.

All other requests require additional quotes. If other bidders were not sought, justification must be provided. A price quote for the selected bidder must be attached to the electronic special procurement request. Non-QPA purchases from \$1,500 up to \$5,000 qualifying as a Special Procurement (with the exception of technology): • A completed hard copy of the Record of Special Procurement is required. It is to be stored in agency purchasing records AND attached to the PO in PeopleSoft. (https://www.in.gov/idoa/procurement/files/Record_of_Special_Procurement_fillable.pdf)

- The Supplier must provide a signed Quotation Confirmation and Terms and Conditions document for purchases between \$2,500 and \$5,000.
- IDOA approval is NOT REQUIRED.
- Technology, regardless of dollar amount, requires an eSPR. Follow the below Electronic Special Procurement (eSPR) Instructions.

ELECTRONIC SPECIAL PROCUREMENT (eSPR) INSTRUCTIONS:

Indiana Code 5-22-10 sets forth the criteria for making a purchase without bids or proposals but still emphasizes the preference for competition. The thresholds are high; they should be as this option is a legally valid procurement method.

The IDOA process includes review by the Indiana Department of Administration (https://www.in.gov/idoa/procurement/files/eSPR_Guide.pdf). Also included are the Indiana Office of Technology (IOT), Management Performance Hub (MPH), and the State Budget Agency (SBA) when applicable.

! As a reminder, forty-five (45) days are given to review a Special Procurement Request. Give sufficient time for the review process.

“Zero Dollar” contracts – Though the remuneration might not involve dollars, the supplier is “getting something” in exchange for entering into the contract. When considering which section of IC 5-22-10 is applicable, consider the benefit the supplier is receiving, why they are signing this contract or interested in this relationship as that is the reason a procurement method is required. We must document why that supplier got that benefit over another one.

“Revenue Generating” contracts – Though the State is making money on the contract, ask yourself could the State be generating more from another supplier? If not, why? If so, why is this supplier still in the best interests of the State? Looking at it from this perspective may help determine which section of IC 5-22-10 applies.

! An electronic Special Procurement Request is required when creating a new contract and when making a change to an existing contract.

That includes adding time, adding money, and/or changing scope. The following must be attached to the contract/ amendment when it routes through SCM as a "Supplemental Document":

- The electronic Special Procurement Request form,
- The approval workflow screen shot and
- The eSPR Supplemental Justification form

For non-QPA, one-time purchases over \$5,000 qualifying as a Special Procurement,

- The request must be submitted electronically in PeopleSoft by the agency Head Procurement Agent and approved through this process prior to purchase or contract.
- Pricing from the supplier (formal quote, email listing price, etc.) and a completed solicitation package must be included as an attachment.
- DOR and DWD clearances are not required when the Special Procurement Request will result in a contract that will route through the State's standard signature and approval process. The agency shall include the Special Procurement approval and all documentation, as well as the DOR and DWD clearance check results when the contract is routed for signature/approval.
- The DOR and DWD clearance check results must be included as an attachment when purchasing supplies.
- A Purchase Order shall not be issued until the request has successfully completed all required approval steps.
- IDOA/PS workflow will route electronic requests for all necessary approvals, including those required for purchases over \$25,000 and/or IT services/supplies.

INDIANA CODES AND JUSTIFICATION GUIDANCE

Below, you will find a complete list of available sections under Indiana Code 5-22-10 that you must use when submitting an eSPR. Additional detail for each section is below in italics. This is meant to provide some guidance on the types of facts needed or questions to answer. Working with your agency legal, Budget Analyst and IOT contact is recommended.

***Provide the information as if your audience is completely ignorant of your program and the need for the purchase. "Tell the story" so if it was read by someone walking down the street, who owns a business that sells whatever the agency is buying, that they would understand why their business did not get to compete for the State business. ***

Indiana Code related to special procurements



IC 5-22-10-1: Purchase without soliciting bids or proposals

Sec. 1. Notwithstanding any other provision of this article, a purchasing agent may make a purchase under this chapter without soliciting bids or proposals.

IC 5-22-10-2: Competition

Sec. 2. A special purchase must be made with competition as is practicable under the circumstances.

IC 5-22-10-3: Contract files; record listing all contracts

Sec. 3. (a) A purchasing agent shall maintain the contract records for a special purchase in a separate file.

(b) A purchasing agent shall include in the contract file a written determination of the basis for:

- (1) the special purchase; and
- (2) the selection of a particular contractor.

- (c) Notwithstanding any other law, a governmental body shall maintain a record listing all contracts made under this chapter for a minimum of five (5) years. The record must contain the following information:
 - (1) Each contractor's name.
 - (2) The amount and type of each contract.
 - (3) A description of the supplies purchased under each contract.
- (d) The contract records for a special purchase are subject to annual audit by the State Board of Accounts.

IC 5-22-10-4: Emergency conditions

Sec. 4. (a) A purchasing agent may make a special purchase when there exists, under emergency conditions, a threat to public health, welfare, or safety.

(b) The counterterrorism and security council established by IC 10-19-8-1 may make a purchase under this section to preserve security or act in an emergency as determined by the governor.

Additional detail: In the absence of an Executive Order declaring the same, you must describe in detail the threat to public health, welfare, or safety, AND what might happen if this purchase is not made. It is insufficient to merely claim an "emergency," without defining the circumstances and impact.

IC 5-22-10-5: Savings to governmental body

Sec. 5. A purchasing agent may make a special purchase when there exists a unique opportunity to obtain supplies or services at a substantial savings to the governmental body.

Additional detail: If the supplier is offering a discount off their price, provide documentation/verification that translates to an actual savings. Perhaps their price is already much higher than the market price, so a reduction of a high price does not translate into a "savings". If the savings is not in the form of money, explain that as well. Help the approvers understand what facts exist to support this section of the Code. Also, a special discount if the State buys by X date (typically end of the vendor's quarter or year) will typically NOT be sufficient justification. The supplier creating artificial urgency is not the same as savings.

IC 5-22-10-6: Auctions

Sec. 6. A purchasing agent may make a special purchase at an auction.

Additional detail: This is not often cited so contact your budget analyst or IDOA to talk through why this approach is sought to help flush out what facts are relevant.

IC 5-22-10-7: Data processing contract or license agreements

Sec. 7. A purchasing agent may make a special purchase of data processing contracts or license agreements for:

- (1) software programs; or
- (2) supplies or services, when only one (1) source meets the using agency's reasonable requirements.

Additional detail: Need to explain why this is the only solution that works for the program. Details and specifics are important to provide.

IC 5-22-10-8: Compatibility of equipment, accessories, or replacement parts

Sec. 8. A purchasing agent may make a special purchase when:

- (1) the compatibility of equipment, accessories, or replacement parts is a substantial consideration in the purchase; and
- (2) only one (1) source meets the using agency's reasonable requirements.

Additional detail: Explain why the supplies listed in (1) are a large part of the decision process. Provide detail and justification as to why only this source meets the need. It's

helpful to provide information on those who are “close” to meeting the need and explain why they do not.

IC 5-22-10-9: Purchasing method impairs functioning of agency

Sec. 9. A purchasing agent may make a special purchase when purchase of the required supplies or services under another purchasing method under this article would seriously impair the functioning of the using agency.

Additional detail: Keep in mind this is a temporary fix. The next step needs to begin the competitive process if this purchase will not resolve the issue that requires the purchase. Explain too how the function of the agency is impaired. If there were facts that prevented the time for a competitive procurement, provide them.

IC 5-22-10-10: No offer received under other purchasing method

Sec. 10. A purchasing agent may make a special purchase when the purchasing agency has solicited for a purchase under another purchasing method described in this article and has not received a responsive offer.

Additional detail: Explain the other purchasing method in detail (give the RFP or Bid #). Offer reasons why the program thinks no offers (or no viable offers) were received.

IC 5-22-10-11: Evaluation of supplies or system containing supplies

Sec. 11. A purchasing agent may make a special purchase for the evaluation of supplies or a system containing supplies for any of the following reasons:

- (1) To obtain:
 - (A) functional information; or
 - (B) comparative data
- (2) For a purpose that in the judgment of the purchasing agent may advance the long term competitive position of the governmental body.

Additional detail: This is not commonly cited therefore it is advised to talk to IDOA and your Budget Analyst to work through the reasoning behind seeking to make the purchase.

IC 5-22-10-12: Governmental Discount Available

Sec. 12. A purchasing agent may make a special purchase when the market structure is based on price but the governmental body is able to receive a dollar or percentage discount of the established price.

IC 5-22-10-13: Single source for supply; award of contract

Sec. 13. Subject to sections 14 and 15, a purchasing agent may award a contract for a supply when there is only one (1) source for the supply and the purchasing agent determines in writing that there is only one (1) source for the supply.

Additional detail: Note this is for SUPPLIES only. The typically submitted “Sole Source” letter can continue to serve as “in writing” documentation of only one (1) source for the supply. Be MINDFUL, 14 and 15 below must be explored as well if this section is cited.

IC 5-22-10-14: General Services Administration price

Sec. 14. A purchasing agent may make a purchase from a person when the purchasing agent determines in writing that:

- (1) supplies can be purchased from the person or the person's authorized representative at prices equal to or less than the prices stipulated in current federal supply service schedules established by the federal General Services Administration; and
- (2) it is advantageous to the governmental body's interest in efficiency and economy.

IC 5-22-10-15: Purchase from person who has contract with federal agency

Sec. 15. (a) A purchasing agent may purchase supplies if the purchase is made from a person who has a contract with a federal agency and the person's contract with the federal agency requires the person to make the supplies available to the State or political subdivisions.

(b) A purchasing agent for a political subdivision may purchase supplies if the purchase is made from a person who has a contract with a State agency and the person's contract with the State requires the person to make the supplies or services available to political subdivisions, as provided in IC 4-13-1.6 or IC 5-22-17-9.

Additional detail: This is not commonly cited therefore it is advised to talk to IDOA and your Budget Analyst to work through the reasoning behind seeking to make the purchase.

IC 5-22-10-16: Acquisition of supplies through transfer from federal government

Sec.16. (a) A purchasing agent may acquire supplies if the purchasing agent determines that the governmental body can obtain the transfer of the supplies from the federal government under IC 4-13-1.7 at a cost less than would be obtained from purchase of the supplies by soliciting for bids or proposals.

(b) A governmental body may not make a purchase under this section if title to the property will be transferred to the governmental body before a sufficient appropriation to pay the costs of the purchase is appropriated. However, if the supplies will be transferred to the governmental body upon conditional sale or under a lease, a lease with option to purchase, or a contract for the use of the supplies, the governmental body may make the purchase under this section if there are sufficient funds appropriated to pay the consideration required for one (1) year of the agreement.

(c) A purchasing agent who purchases or leases surplus federal materials shall, at the time of the purchase or lease, or immediately thereafter, give public notice in accordance with IC 5-3-1.

Additional detail: This is not a common occurrence and IDOA Surplus should likely be involved. Therefore, contact IDOA to work through some details before submitting the request.

IC 5-22-10-17: Acquisition of supplies through acceptance of gift

Sec. 17. A purchasing agent may acquire supplies by accepting a gift for the purchasing agent's governmental body.

Additional detail: There could be some Ethical considerations therefore work with your agency Ethics Officer to ensure there are no issues. There is no need to provide details of that exchange, but you do need to confirm the consultation was done and that no issues were determined.

IC 5-22-10-18: Special purchase of copyrighted material

Sec. 18. A purchasing agent for a State purchasing agency may make a special purchase of copyrighted materials to be used, provided, or distributed by a State agency.

IC 5-22-10-19: Purchase from public utility following independent appraisal

Sec. 19. A purchasing agent may make a special purchase from a public utility if the purchase or lease price is a negotiated price that considers the results of an independent appraisal that the purchasing agency obtains and an independent appraisal that the public utility obtains.

Additional detail: You'll need to document how all these requirements were confirmed.

IC 5-22-10-20: Purchase of petroleum products by aviation commissioners, airport authority or port authority

Sec. 20. (a) This section applies to the purchase of petroleum products by:

- (1) a board of aviation commissioners under IC 8-22-2;
- (2) an airport authority under IC 8-22-3; or
- (3) a port authority organized under IC 8-10-5.

Preparation for Solicitation Award

DPAP Solicitation Summary

The **Quoted Price Detail** section should be completed documenting the responses that were received from each bidder solicited.

- Based on the responses received, were the specifications satisfactory?
- If a name brand specific supply was requested, an explanation as to why alternate supplies cannot be considered must be provided.
- Were there any delays in the purchasing process? If so, are the bidder's prices still valid?
- If any Preferences were claimed, did they affect the award?
- Include a statement that the award is being made or recommended to the lowest responsive and responsible supplier.
- If making an award to other than low quotation, explain why.
- If lowest response does not meet specifications, explain exactly what they do not meet.
- If only one response was received, explain how it was determined that the quoted price is fair and reasonable. (See [Fair and Reasonable Pricing](#) section)
- If you didn't find a minority, women, or veteran owned business to solicit, document the research you did.
- If a Recycled Preference was claimed, attach the manufacturer's certification.

53

The **Awarded Supplier section** should list the name of the Supplier(s) awarded or recommended for award, the specific line item numbers awarded to each Supplier and total dollar amount of the award.

The form (or paperwork that contains the same information) must be attached as a Header Comment to the resulting PeopleSoft PO. This applies to all purchases between \$1,500 and \$75,000. If a purchase is being processed as a Special Procurement, the DPAP Solicitation Summary form doesn't need to be completed or attached to the PO.



Procurement Contract Checklist

Before you send your contract through the approval process, check it against the following list. If all items are completed, your contract should not encounter any problems during the approval process.

- Procurement method – documentation of an IDOA approved procurement method must be included e.g., RFP Award Recommendation letter, DPAP Solicitation Summary, Record of Special Procurement or approved Special Procurement Request
- All clearances have been obtained (from DWD, SOS, DOR, federal and State suspended suppliers lists) and are attached to your contract packet or included in Supplemental Documents within SCM.
- **Term**
 - if it lists a number of months and two dates, the number of months must equal the time between the two dates (Ex. 12 months, Jan. 1 to Dec. 31) ▪ must include an end date.
 - All contract documents are paginated and in order.
 - All references in the contract correspond with appropriate clauses and attachments or exhibits.
- **Attachments**
 - must be incorporated by reference (please put references in **bold** for ease of reviewing)
 - if referenced, must be attached FOLLOWING the signature page ▪ if referenced, must reference proper attachment number
 - if attached, must be referenced
 - all attachments should be labeled in accordance with the references made in the contract
 - if dated, must be dated prior to contract signature dates
 - **Confidentiality**- if contractor has referenced any additional confidentiality requirements, they must be subject to IC 5-14-3
- **Consideration**
 - clear, detailed description of consideration
 - if itemized, items must equal total ▪ include rate of pay or any other details that explain how the supplier will be paid ▪ include total remuneration amount for the term of the contract ▪ double check consideration, total remuneration and amounts entered in the body of the contract and on any corresponding exhibit.
- **Copies** - if more than one copy of the contract (paperbased), must have original signature (no faxes or photocopies) and you must have attachments for each copy, if applicable
- **Duties** - clear, detailed description of duties either in the body of the Contract or in an incorporated attachment.
- **Handwritten changes** - must be initialed by both parties, and must be initialed by parties with the authority to sign contracts (paper-based)
- **Math** - does basic math in the contract add up (i.e., per square foot costs, itemized totals)
- **Risk assessment** - Consult with your agency legal for risk assessment and risk tolerance. Document agency legal approval within SCM via Supplemental Documents.
- **SSNs** must be **NO** social security numbers in contract, attachments, or EDS sheets
- Telephone Privacy clause has been included and has not been modified. (Subsection H in Compliance with Laws)—REQUIRED
- Ethics (Subsection B in Compliance with Laws) — REQUIRED
- Drug-free workplace Certification - REQUIRED for private contractors
- Employment Eligibility Verification (E-Verify) - REQUIRED for private contractors
- Funding Cancellation - REQUIRED by the Budget Agency even when the contractor is paying the State.

- Governing Law – REQUIRED to be Indiana. (If the agreement is with another state or an agency of another state, you may delete by agreement of the parties.)
- Indemnity (Hold Harmless Clause) – **the State can never indemnify the contractor**
- Nondiscrimination Clause – REQUIRED
- Travel – (REQUIRED if travel costs included in contract)
- Boilerplate Affirmation Clause – REQUIRED
- Non-Collusion Statement – REQUIRED
- **Signature Page**
- Contractor and AGENCY Signature
- Remember to get IOT Signature, if necessary, otherwise designate N/A on the signature line (paper-based).
- Agreement to Use Electronic Signatures – REQUIRED for e-signatures by supplier ▪ Approving Agencies signature block should not be deleted

DOR and DWD Clearance Checks

As of September 1, 2004, all executive agencies and commissions began using the upgraded clearance process for all contracts and procurements \$2,500 and above. Agencies that issue licenses are also urged to use this upgraded process.

- Clearances on QPAs will not be required.

The process is designed to ensure that, at the time of contract or procurement award, prospective contractors and suppliers are in good standing with the DOR and DWD. Technical staffs of both DOR and DWD have developed a process that will accept and process them electronically. Effective September 7, 2004, the Department of Administration (IDOA) may reject all contracts and procurements \$2,500 and above processed through IDOA that do not have required documentation that clearances have been conducted. When submitting purchasing documents to IDOA for processing, a copy of the DOR and DWD clearance sheet must be attached and not more than thirty (30) days old.

If the clearance is denied by DOR or DWD, before an award can be made, the supplier must be contacted and informed of the denial. The supplier should further be instructed that it is their responsibility to correct the issue, or they will not receive the award. The IDOA Procurement Division suggests allowing the supplier no less than fifteen (15) business days to rectify the problem; at the end of this deadline, the clearance check should be performed again. If the clearance check is denied a second time, place the documentation of the denial in the purchasing record and proceed with making an award to the second low responsive and responsible bidder.

Agencies are urged also to perform clearance checks during the post-contract and accounts payable processes that involve multiple or progress payments, as practicable. IDOA has also prepared standard contract language that allows agencies to enforce applicable policies for all contractors and suppliers.

Secretary of State Registration

The process is designated to ensure that, at the time of contract or procurement award, prospective contractors and suppliers are properly registered with the Secretary of State (SOS). When submitting purchasing documents to IDOA for processing a screen print of the SOS registration from the SOS website must be attached and not more than thirty (30) days old.

All In state bidders except those noted below are to be registered with the Secretary of State.

In accordance with IC 5-22-16-4, an out of state bidder scheduled to receive an award is required to register with the

Secretary of State. An award can be made pending this registration, providing that the process has been initiated. It is each bidder's responsibility to meet the registration requirements, and the Procurement Agent's responsibility to verify that registration has been initiated if required.

Below is a list of the types of businesses that must comply with the registration requirements. This list is not exhaustive. If more information is needed, please reference IC 5-22-16-4.

- **Limited Liability Partnerships**
- **Limited Partnerships**
- **Corporations**
- **S-Corporations**
- **Nonprofit Corporations**
- **Limited Liability Company**

The following businesses are **not** required to be registered with the Secretary of State, but may still do business with the State:

- Sole proprietorships
- General partnerships (A general partnership may consist of two or more entities that are required to file; two corporations can form a partnership, for example.)

Agencies unsure if a bidder is an entity required to be registered should note the type of business indicated on the solicitation package signature page by the bidder or contact the bidder and ask if they are one of the types of businesses listed above. Registration status can be verified via the Secretary of State [Business Search](#) for entities regulated by the Business Services Division.

Bidders not registered or having a registration status of "inactive" or "revoked" should be contacted and given the opportunity to become compliant. By providing documentation of compliance in the form of a copy of their application and a copy of a check written for registration fees, an award can be issued.

Bidders may obtain information concerning their registration by contacting the Secretary of State's office.

Secretary of State of Indiana
Corporations Division
302 West Washington Street, E018 Indianapolis, IN 46204
317/232-6576 www.in.gov/sos

Secretary of State/Names on Procurement Contract Purchase Orders

If the contract or quote reads ABC Company dba (doing business as) The Alphabet, the agency cannot issue the Purchase Order to ABC dba The Alphabet if the Secretary of State registration does not have them registered that way.

If ABC is registered with the Secretary of State as ABC and has a dba as The Alphabet which is noted under "Other Names for this Entity", then the Purchase Order could be issued to ABC dba The Alphabet or simply ABC or The Alphabet. If Secretary of State only reads ABC, but the contract reads ABC dba The Alphabet, they must update their registration prior to us issuing a Purchase Order.

Filing of Business Entity Reports:

The company **must** be current with their business entity reports. This information displays on the upper right of the business details page. If the statement displayed states "Entity is past due with Business Entity Report", the agency cannot issue a Purchase Order, even though the status may state "Active".

Below are options that suppliers can use to file these reports:

- SOS offers the filing of business entity reports online. This is available 24 hours a day/7 days a week, the filing only takes a few minutes, and it is updated immediately.
 - If they choose not to use the online service, the normal turn-around time for processing the paperwork is as follows: → Walk-in and express mail filings received by noon will be completed by noon the following business day.
Filings received after noon will be completed at noon in two business days.
- Mailed filings will be completed in three to five business days from the date received by the office.

A company not current on business reports is one step away from the status of “revoked”. The Purchase Order or contract could be issued one day and the next day they could be in revoked status. This is important because if something goes wrong and the State must file suit, the State needs to be able to track down their resident agent. If they are using a “doing business as” which is not listed in their SOS reports or their status is revoked, then the State would have a very difficult time determining who their registered agent is, because the search of the SOS database would come up “empty”.

Purchase Orders must also be issued in the same name as the parties on the contract. If a supplier wants to assign the right to receive payments to another entity, then there must be an “Assignment Clause” in the contract and the supplier must give written notice to the State 30 days in advance of any payment. Payments cannot be assigned to more than one party. If there is not an assignment clause, then an amendment is required.

Bidder Profile Registration

Any company or business desiring to participate in State of Indiana procurements is encouraged to complete the online [Bidder Profile Registration](#). **All bidders selected to receive an SSE award or awards containing sub-participation must complete registration; this allows you to process a Purchase Order or SCM contract.**

Bidder registration can be verified in PeopleSoft under Navigator>Sourcing>Event Responses>Maintain Bidder. Indiana companies not having completed their registration should be directed to the web address above. Instructions for verifying registration are contained in [Attachment F](#).

Buy Indiana Certification

If a company wishes to be certified as an Indiana Business, it must complete the following steps:

1. The company must have a Bidder Profile.
2. The primary contact must sign into the Supplier Portal to complete the Buy Indiana Application. They must indicate the condition that most closely represents the status of the business with the State of Indiana, include all the required attachments, certify the information is true and accurate and submit the application.
3. The application will be reviewed and approved (or denied) by IDOA, DOR or DWD and an email will be sent with the certification (or denial) to be included with solicitation responses.

Verification can also be obtained from the [Buy Indiana Designation List](#).

State and Federal Suspended Supplier Listings

Check the [Suspended Suppliers List](#) to verify whether or not the supplier is currently suspended from doing business with the State. Check the [System for Award Management \(SAM\)](#) to verify whether or not the supplier is currently suspended from doing business with the Federal government. Print the results for the purchasing record or attach electronically to the PeopleSoft Purchase Order header comments.

State Comptroller's Supplier File

Suppliers not currently listed as Active in PeopleSoft Financials must submit to the State Comptroller's Office a W-9 and Automated Direct Deposit Authorization Agreement forms found on their Forms web page. State agencies will be responsible for initiating a secure email with their suppliers when forms are requested. Suppliers must attach the required forms and return the secure email to the agency. The agency will then forward the secure email chain to the State Comptroller for processing. Any supplier documentation sent to the State Comptroller's Supplier team without coming through a State initiated secure email source will be returned to the agency. This change in procedure better protects our suppliers sensitive and private information as well as reduces the threat of receiving malicious information.

IC 4-13-2-14.8 mandates that all payments to suppliers be made via direct deposit.

The procurement agent or designee should always check for existing Supplier information before initiating the procedures to issue a Purchase Order/contract or process a payment. Instructions for verifying supplier information are contained in Attachment G.

As stated in IC 5-17-5-1, unless there is contract language specifying the terms and conditions of payment, suppliers are to be paid within thirty-five (35) days of the date on the supplier's invoice. If payment is made after day thirty-five (35), a penalty of one percent (1%) per month (compounded monthly) of the gross payment due to the supplier will be assessed. If there is internal contract language that determines when payment is to be made (and it conflicts with the 35-day policy), it should be indicated on the PO under "Supplier details".

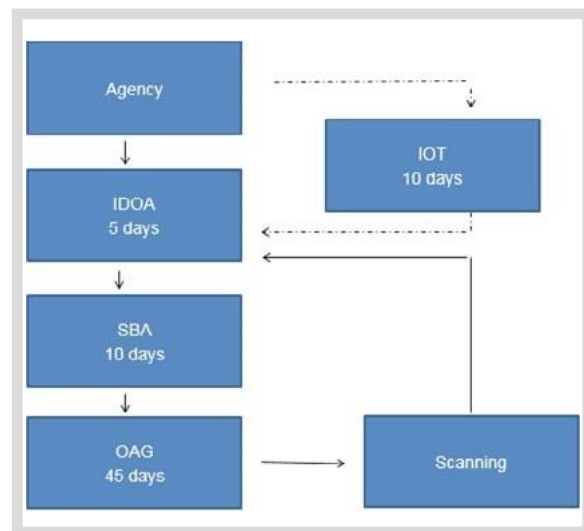
Procurement Contract Review and Signature/Approval Routing

When specifying beginning dates for procurement contracts, a minimum **Contract Signature Process for paper** allowance of 45 to 60 days from the Sourcing Event bid opening date should **based method** be given to allow for the contract signature and approval routing.



IC 4-13-2-14.1

(a) requires that, after signature by the vendor and the agency, contracts must be approved by (1) Indiana Office of Technology (IOT), (2) Indiana Department of Administration (IDOA), (3) the State Budget Agency (SBA), and (4) the Office of the Attorney General (OAG). Unless your agency has specific delegated authority from IDOA or SBA, or is using a specific contract that has been given written form approval by the OAG within the last 12 months, it will have to be circulated through these 3 agencies for approval.



IOT Review

Any contract that includes information technology supplies or services must be reviewed by the Indiana Office of Technology (IOT) to confirm compatibility with the State's Policy, Standards and alignment to current IT investment(s).

Supplies that are currently purchased and meet the majority of business requirements shall be the first choice prior to purchasing redundant supplies. Examples of supplies and services are:

- ✓ Hardware (desktop/laptop, appliances, phones, ✓ Database Access through the internet printers, etc.)
- ✓ Data sharing and cabling
- ✓ Software
- ✓ Cloud contracts, such as
- ✓ Software Licenses and Maintenance Agreements ▪ Infrastructure as a Service (IaaS)
- ✓ Software Application Development ▪ Platform as a Service (PaaS)
- ✓ Website Development ▪ Software as a Service (SaaS)

Cloud contracts have both specific boilerplate terms that are required as well as cybersecurity requirements in the "Cloud Product and Services" State Standard. IOT's IT Policies, Standards and Guidelines can be found in the following location: <https://www.in.gov/iot/policies-procedures-and-standards/>.

Cloud terms and conditions can be found on IDOA's Contract Forms, Manuals and Templates web page.
<https://www.in.gov/idoa/state-purchasing/contract-administration/contract-forms-manuals-and-templates/>

If you are unsure about whether your contract will require IOT approval or if you have any other questions, please contact IOT at IOTProcurement@office365groups.in.gov or 317-232-3172.

Suppliers must create an Access Indiana account to access the "IOT Standards" site linked in the contract templates. Agencies may direct Suppliers to <https://www.in.gov/access/getting-started/> to create their account. The site contains a link to a non-disclosure agreement (NDA) form to be completed by suppliers. Once the supplier has submitted the form, and it has been approved by IOT, the supplier will receive an email describing how to access the IOT Standards.

Requests to modify or delete the IOT paragraph, modify or waive incorporation of the IOT cloud terms, or replace IOT's cloud terms with a vendor's cloud terms should be sent to ContractExceptions@iot.IN.gov.

Notice of plans to modify or delete the cyber-liability insurance provision sent to ContractExceptions@iot.IN.gov may help avoid contract review/approval delays.

IDOA Review

Indiana Code 4-13-2-14.1(a) requires that IDOA review and approve contracts after signature by the supplier and the agency. IDOA also reviews contracts to determine whether the appropriate contents of the agreement have been included. Before submitting your document for approvals please ensure:

- The procurement method is well documented and meets IDOA requirements. (IC 5-22 and 25 IAC 1.1).
- The contractor's duties and deliverables are clearly defined. (25 IAC 1.1-1-16(b))
- The consideration is clear and concise detailing payment per hour/per day/per month, etc. and the total dollar amount.
- You are using the TEMPLATES approved by IDOA and OAG.
- All signatures are present.
- The exhibits are properly labeled, referenced in the contract and attached.
- Changes to the boilerplate are clearly identified in Section 50. State Boilerplate Affirmation Clause.
- The contract clearance checks have been completed and included in the Supplemental Documents.

SBA Review

SBA is required by Indiana Code § 4-12-1-13(d) and Indiana Code § 4-13-2-14.1(a) to review and approve contracts related to the operation and administration of State programs and offices. SBA reviews contracts to determine the financial impact of the contract to the agency. Further, SBA checks to determine whether budget related required terms are included (e.g., the "Funding Cancellation" clause required by IC 5-22-17-5 and FMC 3.3). Finally, SBA considers the policy issues regarding the budget (e.g., substantial spending with an out of State supplier or unnecessary purchases or contracts).

OAG Review

The OAG reviews contracts for form and legality: "The attorney general must review for form and legality contracts to which a state agency is a party" and, if the contract "does not meet the requirements of law", the OAG must disapprove the contract in writing and "assist the agency to remedy defects that are found, if possible." IC § 4-13-2-14.3.

Contract reviews are done by Deputy Attorneys General assigned to the Advisory Division of the office. Form and legality review ensures the contract contains not only the elements necessary to make the agreement binding on the parties, but also complies with law.

The review includes the following:

1. Confirming that all State required clauses are present and that the contract does not contain clauses that violate State law.
2. Checking for ambiguities or inconsistencies that may give rise to litigation (i.e., missing, or mislabeled exhibits and attachments).
3. Ensures that the correct form has been used (i.e., using the grant form when the agreement is a contract).
4. Checking to make sure that the contract signature process has been followed.

The OAG has 45 days to review; if it doesn't respond within 45 days of submission, the contract is deemed approved. The OAG is always the last step in the process – it will always be approving the final document to which all other parties have agreed.

The OAG recommends the following while you're drafting contracts:

- (1) Be Clear (unambiguous).
- (2) Be Concise (do not get too "wordy").
- (3) Don't agree to prohibited terms.
- (4) Include all necessary boilerplate terms.
- (5) Perform proper risk assessment when negotiating terms.
- (6) When in doubt, contact the IDOA Contract Administration Division and the OAG.

When using the paper based method, after the contract has been approved and signed by the last signatory and the agency indicated it should be posted to the Public Contracts Search (Indiana Transparency Portal), it is picked up by IDOA and sent to scanning. This process is typically accomplished overnight, and the scanned contract is returned to

IDOA. The agency will be notified when it is available for pickup at IDOA. The scanned contract can be found on the Public Contracts Search.

When a paper based contract will be scanned and posted on the Public Contracts Search (Indiana Transparency Portal), it is important for the agency to submit only information and documents that are appropriate for public disclosure. No contract submissions should include an individual's Social Security Number or information classified as confidential either by State law, by an agency, or by a supplier. Refer to the Access to Public Records Act, IC 5-14-3-4 or contact the Public Access Counselor if uncertain about disclosable and non-disclosable information.

State Surplus Requirements

State Surplus approval is not necessary prior to making an award for the purchase of new equipment using an existing piece of equipment as a trade-in. Approvals should be requested after an award is made or a Purchase Order is issued.

After the bidder responses are received, the DPAP Solicitation Summary completed and an award made, complete the Notification of Surplus State-Owned Property SF 13812 ([State Forms, Attachment A](#)).

Attach the form to a copy of the awarded supplier's quote and forward the documents to State Surplus.

The PeopleSoft Requisition number must appear at the top of the form.

When the signed approval is received from State Surplus, it should be filed with the purchasing documents.

For questions concerning surplus procedures or to request a copy of the State Surplus Procedures Manual visit the State and Federal Surplus [General Surplus Information](#) web page or contact State Surplus at (317) 234-3685.

Procurement Contract Maintenance Options

Amendment

The Amendment boilerplate should be used to alter the terms and/or conditions of an original contract. An Amendment is also used when the identity of the Contractor changes because of a corporate purchase, sale, or other re-structuring. If your agency wishes to modify the terms of the original contract and extend the contract for an additional term, both things can be done within an Amendment.

Amendment Reminders

- Amendments **must** be numbered in proper consecutive order. SCM will do this automatically.
- If you are amending the term, the original start date does not change, only the ending date (year). Do not include any statement that purports to change the start date of the contract term.
- When submitting an amendment in **paper**, copies of the original contract being modified and any amendments and renewals previously executed (signed by all required parties) **MUST** be attached to the amendment document. Please include a copy of the EDS sheet for the contract being modified as well as a copy of the EDS sheet(s) for any amendments or renewals. As always, all signatures must be original, BLUE INK (wet) signatures.
- Please provide justification for why the original contract must be amended (Why was the additional work being requested not in the original contract? Is the work covered under the amendment in line with the work described in the original contract?).
- If you are amending the dollar amount of the original contract, please explain the need for the increase or decrease and any deviation from the original rate of compensation. Without a material change in the type or, in some cases, quantity of work to be performed justifying it, a change in the rate of compensation will not be approved.
- The amendment signature page must duplicate the signature page of the original contract.
- Do not include instructional language (the text boxes) when using templates.
- If your original contract includes MBE, WBE or IVOSB subcontractors, please include an explanation of their continued participation in the amendment. For your convenience, language has been included in the Amendment

template for continued participation or no further participation. If your original contract did not include MBE, WBE or IVOSB subcontractors, you may delete these additional clauses from your amendment.

Amendment Checklist

Additional funds

- The total must match underlying documents plus the new amendment
- If there is a budget exhibit, it must be updated to include additional funds

Boilerplate

- If missing from the original contract, has new or updated boilerplate language (ex. drug- free workplace, ethics, telephone privacy, Payments, information technology architecture, employment eligibility verification)

Copies (When using paper based method) □ If more than one copy of the contract, must have original signature (no faxes or photocopies) □ If more than one copy of the contract, must have attachments for each copy, if applicable

Math

- Does basic math in the contract add up? (i.e., per square foot costs, itemized totals, old plus new amounts)



Expiration date of the document □ Amendments signed by the contractor after the expiration date will not be approved □ Prepare your document well in advance of the expiration date to ensure signatures before the expiration date

Non-collusion

- Should be last paragraph of amendment

Signature (When using paper based method) □ Must be signed prior to end of underlying contract term

- Must be original (no faxes or photocopies)

SSNs

- Should be no visible personal social security numbers in contract, attachments, underlying EDS sheets, contracts, or attachments

Underlying contracts

- Copies of all underlying contracts, attachments, renewals, and amendments should be attached

Minority and Women's Business Enterprises and Indiana

Veteran Owned Small Business Enterprises

Compliance □ If the original contract included MBE, WBE and/ or IVOSB subcontractors, the amendment is required to have updated information about the Contractor's continued use of those subcontractors

- Use the standard amendment template in SCM with the required language

Renewal

Renewals should be used ONLY when your agency would like to continue the same terms and conditions of the original contract for an additional term. See IC 5-22-17-4 and 25 IAC 1.1-1-16(c). **Renewals cannot contain any modifications to the contract.**

If you are adding additional terms or clauses, including new required boilerplate clauses, the extension must be processed as an Amendment.

Reminders

- An expired contract cannot be renewed. It **must** be signed by the supplier prior to the expiration date of the contract or a new, original contract will have to be created.
- A contract cannot be renewed if there was not a renewal clause in the original contract nor may it be renewed for a term longer than the original term.
- When you renew the contract, you are bringing all the original terms and conditions forward for another term (i.e., one additional year and 10,000 more dollars).
- Renewals must be numbered.
- A renewal may allow for an increase in payment only if an increase has been provided for in the original contract.

- A copy of the original contract being renewed **must** be attached to the renewal document if using paper. The original contract being renewed **MUST** be included in SCM.
- The renewal signature page does not require the approval of the Attorney General's Office or the Indiana Office of

Technology, **so long as no additional terms have been added to the contract.**

- If you only need more time on the contract to complete work in progress, you may want to consider an amendment to extend the term.
- IDOA retains a four (4) year limit on the contract term, including renewals. IDOA is willing to discuss longer terms on a case by case basis.

Awarding Solicitations and Maintaining Purchasing Records

All records can be maintained electronically.

Supply Purchases under \$1,500

- The Requisition number or form
- A split bid analysis for any request over 15 line items,
- Secretary of State Registration or proof that the supplier is not required to register,
- State suspended supplier list and federal suspended supplier list.
- The Purchase Order number or form, Documentation, Justification, and Approval to purchase outside a QPA from the IDOA Contract Manager (if applicable).

Supply Purchases \$1,500 to \$5,000

At a minimum

- The Requisition number or form,
- The SSE number or form and any additional specifications (if used or required),
- The DPAP Solicitation Summary form including a split bid analysis for any request over 15 line items,
- All quote paperwork received from bidders,
- The Purchase Order number or form,
- if over \$2,500, DOR (required if over \$2,500), Secretary of State Registration or proof that the supplier is not required to register, State suspended supplier list and federal suspended supplier list,
- Any additional approvals or documentation specific to the purchase (Approved Record of Special Procurement, Approved State Surplus Property form, Documentation, Justification, and Approval to purchase outside a QPA from the IDOA Contract Manager, Proof of Fair and Reasonable Pricing, etc.)
- All required clearance results (black out Social Security Numbers): DWD (required
- When using the paper based method, please include a completed Executive Document Summary (EDS) as the face sheet of the contract.

Supply Purchases \$5,000 to \$75,000

At a minimum

- The Requisition number or form,
- The SSE number or form and any additional specifications (if used or required),

Purchases over \$75,000 processed through IDOA Procurement

- The DPAP Solicitation Summary form including a split bid analysis for any request over 15 line items,
- All quote paperwork received from bidders,
- The Purchase Order number or form,
- All required clearance results (black out Social Security Numbers): DWD, DOR, Secretary of State Registration or proof that the supplier is not required to

Procurement Contracts

At a minimum

- The Requisition number or form
- The SSE number or form and any additional specifications (if used or required)
- The DPAP Solicitation Summary form including a split bid analysis for any request over 15 line items,

register, State suspended supplier list and federal suspended supplier list,

- Any additional approvals or documentation specific to the purchase (Approved Special Procurement Request, Approved State Surplus Property form, Documentation, Justification, and Approval to purchase outside a QPA from the IDOA Contract Manager,

Proof of Fair

and Reasonable pricing, etc.)

- The Requisition number or form
- Specifications
- Contract Award Recommendation letter or documentation
- The Purchase Order number or form.

- All quote paperwork received from bidders
- The Purchase Order number or form
- All required clearance results (black out Social Security Numbers): DWD, DOR, Secretary of State Registration or proof that the supplier is not required to register, State suspended supplier list and federal suspended supplier list

- The EDS number or form (if required), the executed contract and all subsequent amendments or renewals
- Any additional approvals or documentation specific to the purchase (Approved Record of Special Procurement or Special Procurement Request, Approved State Surplus Property form, Documentation, Justification, and Approval to purchase outside a QPA from the IDOA Contract Manager, Proof of Fair and Reasonable pricing, etc.)

Procurement Contract Purchase Orders

When a contract amendment is initiated, a Requisition will be created for the amendment amount if funds are being increased. Reference to the original Purchase Order should be noted on the Requisition for reference of those it will route to for approval. This will pre-encumber funding to cover the amendment. The Requisition line(s) will be copied to the "original" Purchase Order for the contract upon completing the signature/approval process. A note will also be placed in the Activities link of the PO to indicate the change order number and line(s) that was added.

When a contract amendment is executed to decrease a contract, the existing Purchase Order line will be decreased and a note will be placed in the "Activities" on the Purchase Order header indicating the amount of the amendment and the date it was decreased on the original Purchase Order line.

When a contract is renewed a Requisition will be created for the renewal amount. Reference to the original Purchase Order should be noted on the Requisition for reference of those it will route to for approval. This will pre-encumber funding to cover the renewal period and the Requisition lines will be copied to the "original" Purchase Order for the contract upon completing the signature and approval process. A note will also be placed in the Activities link of the PO to indicate the change order number and line that was added.

completely received against before an amendment or renewal is fully NOTE:
Agencies should keep in mind that if a Purchase Order will be executed, the agency must not close the Purchase Order. The original Purchase Order must be used to add the new Requisition lines to; this keeps all contract spend on a single Purchase Order.

Procurement Compliance Audits

The Purpose

The audits are being done to verify that agencies under IDOA's Delegation of Purchasing Authority are in compliance with Procurement statutes, policies, and procedures. If agencies do not meet the acceptable performance measurement, additional training may be recommended, a corrective action plan may be needed, and a follow up audit will be scheduled.

Approximately every third calendar year, the agency's procurement procedural performance will be audited. During the audits, the auditor will review a selection of the agency's procurement files from the audit timeframe. Timeframe covered will be determined after the initial review of reports pulled from Peoplesoft. The audit files will normally be requested electronically, but we may conduct physical audits if warranted.

The Process

The auditor will run PeopleSoft queries to help determine which non-QPA Purchase Order files to audit and the agency's Head Procurement Agent will be notified, along with instructions for submitting the requested files. The auditor will review the files and will request any additional information needed. Upon completion of the audit, an Audit Summary will be sent to the agency Head Procurement Agent. The score will be solely based on the Purchase Order audit, but any findings based on additional Peoplesoft review will be noted as well. The agency will be given five days to respond and any modifications to the score will be discussed. The audit results will determine when the next audit occurs: a normal three year cycle audit or follow-up audit in approximately three months.

Legalities

IDOA Procurement Requires the Nomination of a Head Procurement Agent

- a. Each State agency shall nominate a head procurement agent from among its employees to IDOA Procurement. IDOA Procurement may appoint the nominated employee as the head procurement agent or request another nomination.
- b. The head procurement agent shall do the following:
 1. Serve as a liaison between the State agency and IDOA Procurement.
 2. Complete and maintain all documents that IDOA Procurement requires to be completed by the State agency.
- c. If a State agency has branches, facilities, or institutions located at multiple sites, IDOA Procurement may appoint a head procurement agent for any or all the sites as agreed to with central office head procurement agent.
- d. IDOA Procurement shall provide training in purchasing procedures for all procurement agents and delegates purchasing authority to each individually.
- e. If a head procurement agent's actions are not satisfactory to IDOA Procurement, IDOA Procurement may revoke the appointment and require the State agency to nominate another head procurement agent.
- f. Head procurement agents are responsible for notifying IDOA Procurement at such time that they are leaving the role or leaving State employment.
- g. A State agency may not make purchases during any period during which the State agency does not have a head procurement agent.

A head procurement agent has been delegated purchasing authority through IDOA Procurement and has been nominated to that position by an agency head. If someone leaves that position, then a new person needs to be appointed

immediately or the agency cannot make purchases.

Some Head Procurement Agent Responsibilities

- Must submit a Financial Disclosure statement to the Inspector General's office annually and upon separation from the position, responsibility, or employment with the State. □ Ultimately responsible for all procurement related activities made by the agency. The person may also be involved in agency Request for Proposals, State and Federal Surplus, Records Retention, Forms Management, Asset Management, Encumbrance Management, Professional Service contracts, Ethics Training coordination, and Financial Disclosure Statement submission

coordination efforts. ☐ Act as a single point of contact between the agency and IDOA Procurement for resolution of any issues with their agency procurement agents.

- ☐ Listed as an agency procurement contact on the Agency Purchasing Administrators list on the IDOA website.
- ☐ IDOA Procurement offers them as a resource to the agency's procurement personnel and suppliers which is why it is important for the head procurement agents to stay current on changes even if they do not handle everything personally. They're considered the agency "experts" or "super-users".
- ☐ Confirm that all purchasing personnel are submitting and retaining paperwork in a manner that will allow for successful audits (through PeopleSoft and through hard copy files, whichever is applicable). Files above the agency delegation, which have been returned for agency to issue PO, must also be maintained for audit.
- ☐ Must review and approve any electronic Special Procurement (eSPR) form submitted by agency personnel. The Head Procurement Agent security role in PeopleSoft Financials is being used to designate that required approval step. It's extremely important to keep this information current.

- ☐ Ensure the agency's procurement personnel attend training as needed, that the agency's PeopleSoft Buyers have a current Delegation of Purchasing Authority, that the agency's procurement personnel have appropriate roles in PeopleSoft Financials, and do not violate any of the State Board of Accounts system access Separation of Duties or Internal Controls rules.

Artificially Dividing

IC 5-22-8-1 regarding artificially dividing purchases ☐ Make sure the agency's procurement personnel are given information pertinent to duties performed via the IDOA Procurement website and through emails.

Purchases may not be artificially divided (split into two or more smaller purchases) to avoid the solicitation requirements that would apply to the total amount.

Important General Information

Financial Disclosure Statement

The State Ethics Commission (Inspector General's Office) requires that all State of Indiana procurement agents complete a Financial Disclosure Statement (SF 40876) each year. The form may be completed on the [Financial Disclosure Statements](#) web page. It must be completed and filed with the Commission no more than sixty (60) days from the date delegation of authority was granted (DPAP certificate was signed by IDOA). The State Ethics Commission will contact procurement agents each year thereafter. It must also be completed and filed with the Commission not more than thirty (30) days after leaving State employment or taking a position that no longer has

the required procurement components. Questions regarding this requirement should be directed to the State Ethics Director.

- A charge of \$10.00 per day may be assessed for Financial Disclosure Statements received past the deadlines.

Guidelines for Ethical Contracting Practices

Elected and appointed State officials and State employees are entrusted with the safety and welfare of taxpayers. Citizens are entitled to have complete confidence in the integrity of their government and expect State employees' private interests will not conflict with public business. To maintain the integrity and credibility of contracting, a clear set of guidelines, rules, and responsibilities to govern the behavior of State employees is required.

General standards of ethical conduct for State employees are found in the Indiana Code of Ethics, 42 IND. ADMIN. CODE

(IAC) 1. A State employee who violates the Indiana Code of Ethics may be subject to State Ethics Commission sanctions, agency disciplinary action or both. Pursuant to 42 IAC 1-7, State employees may have any ethics question reviewed and decided by the State Ethics Commission. Pursuant to 42 IAC 1-8, a State employee may seek a confidential informal advisory opinion from the Office of the Inspector General. If you have a question about a specific action, please contact the State Ethics Commission or the Office of the Inspector General directly.

For complete information regarding ethical practices in contracting, refer to the [Inspector General](#) website or call the Ethics Commission at (317) 232-3850.

Social Security Number Protection and Breach Notification

State agencies are required to exercise an enhanced level of due diligence in the protection of Social Security Numbers from public dissemination. It is the agency's responsibility to ensure that individual Social Security Numbers are redacted from all contract documents, amendments, renewals, supplements, or any other collateral document that is submitted with a contract for approval, including EDS sheets on paper contracts and underlying contracts prepared before the new law took effect.

For the specific statutory requirements and exceptions regarding disclosure, please see [IC 4-1-10](#). For the processes that agencies must follow regarding notification in light of a breach, please see [IC 4-1-11](#).

The penalties assessable for the unlawful release of a Social Security Number can range from a Class A infraction up to a D felony, depending on the nature of the release and the actions taken by the agency and employee towards prevention. The OAG has adopted administrative rules under 10 IAC 5 to assist agencies with their compliance efforts.

Shipping Terms

The State of Indiana does not accept any shipping terms other than FOB Destination. Shipping costs may be included in quotations, but the seller must maintain responsibility for the supplies during transit. Bidders indicating other shipping terms, such as FOB Origin, must be asked to honor the State's policy. If the bidder refuses, the IDOA Procurement Division, Deputy Director must be contacted for approval before considering the quotation for an award.

Listed below are some of the more common shipping terms and their definitions.

FOB Destination: Free on Board Destination. The seller maintains responsibility for the supplies until they are delivered and accepted. (Acceptable with no approval) **FOB Point:** Equivalent to FOB Destination, sometimes also called FOB Shipping Point. (Acceptable with no approval)

FOB Origin: The buyer accepts responsibility for the supplies at the time they are transferred from the seller to the courier. (Never acceptable)

FOB PPD and ADDED: Free on Board, Prepaid and Added. Shipping costs are prepaid by the seller and added to the cost of the purchase. The seller maintains responsibility for the supplies until they are delivered and accepted. (Accepted in certain circumstances with approval from the IDOA Procurement Deputy Director or designee)

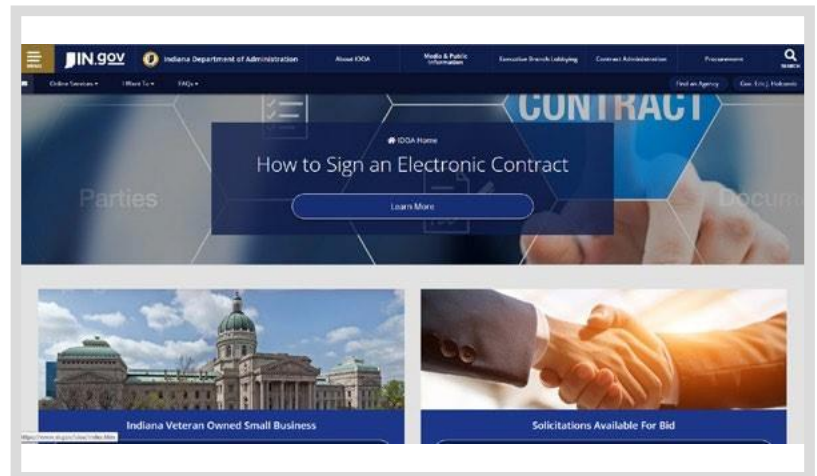
UNSPSC Categories

The United Nations Standard Products and Services Codes (UNSPSC) have been adopted by the State of Indiana as the category classification system for purchasing supplies and services. The system assists purchasing efforts by organizing supplies and services, bidders, and suppliers into category groups, while providing a tool for electronic routing of information and detailed reporting.

UNSPSC categories are assigned to every supply and service entered on a PeopleSoft Requisition and are used to determine Requisition routing, the account code assigned to the line and whether or not the supply is flagged as an asset (single line item over \$500 with an expected life of a year or more) to the State. If a Requisitioner is using the QPA catalog item or a punch-out catalog, they are automatically assigned. If entering a special request supply or service, the Requisitioner must assign or pick the code for the item. The codes and complete descriptions can be accessed through the [UNSPSC website](#).

Website Information

The [IDOA Procurement Division website](#) provides important information to assist procurement agents and purchasing staff, including required documents, manuals, training session schedules, QPAs, and eProcurement user guides.



PeopleSoft Help

Submit technical issues by any of the following methods:

- IOT Customer Service (317) 234-HELP
- Helpdesk Assistant (Icon on your desktop)
- Use the GMIS Report Issue menu link if you are already logged in to PeopleSoft

Buy Indiana!

Businesses may register using the [Bidder Profile Registration web page](#). They may receive notice of IDOA Procurement Division solicitations by email based on the UNSPSC categories selected during the process.

Registered bidders meeting the qualification requirements as an “Indiana Business” may wish to seek Buy Indiana certification. If certified, they’ll be included in the [Buy Indiana Designation List](#). There is no cost to be listed or to access the information.

Attachment A

Templates and Documents

Terms and Conditions: www.in.gov/idoa/procurement/files/DPAP_TermsAndConditions.pdf

Solicitation Package: <https://www.in.gov/idoa/procurement/procurement-training/solicitation-package/>

Notice of Addendum to Solicitation: www.in.gov/idoa/procurement/files/fillable_addendum.pdf

DPAP Solicitation Summary Form: https://www.in.gov/idoa/procurement/files/DPAP_Solicitation_Summary.xls

Quotation Confirmation Form <https://www.in.gov/idoa/procurement/procurement-training/delegation-ofpurchasing-authority-program/>

State Forms

Notification of Surplus State-Owned Property

[SF 13812](#)



The screenshot shows the 'State Forms Online Catalog' page from the Indiana Archives and Records Administration (IARA). The page header includes the IARA logo and the text 'Indiana Archives and Records Administration' and 'Forms.IN.gov'. Below the header, there is a 'State Employee Login' button. The main section contains a search form with the following fields: 'Form Number' (with a dropdown menu set to 'Equals'), 'Form Title', 'Form Description', 'Language' (with a dropdown menu), and 'Agency'. At the bottom right of the form are 'Search' and 'Reset' buttons.

When searching the IARA website for a State Form:

Click on the gray button that says, "State Employee Login", enter your username, password and domain and click "OK", when the search page comes up enter the State Form number in the field and click "search".

Attachment B

Split Award Example

	A	B	C	D	E	F	G	H	I	J	K	L
1	Line	Description	Qty	ABC Unit	ABC extend	ABC Eval	DEF unit	DEF extend	DEF Eval	GHI Unit	GHI extend	GHI Eval
2	1	Baby wipes	100	1.730	173.000	164.350	2.080	208.000	176.800	2.030	203.000	192.850
3	2	size 1 disposable diapers	50	41.970	2,098.500	1,993.575	50.360	2,518.000	2,140.300	39.770	1,988.500	1,889.075
4	3	size 2 disposable diapers	50	41.970	2,098.500	1,993.575	50.360	2,518.000	2,140.300	39.770	1,988.500	1,889.075
5	4	size 3 disposable diapers	50	41.970	2,098.500	1,993.575	52.360	2,618.000	2,225.300	44.570	2,228.500	2,117.075
6	5	size 4 disposable diapers	50	41.970	2,098.500	1,993.575	52.360	2,618.000	2,225.300	44.570	2,228.500	2,117.075
7	6	baby wash	100	5.960	596.000	566.200	7.150	715.000	607.750	6.360	636.000	604.200
8	7	baby lotion	100	5.960	596.000	566.200	7.150	715.000	607.750	5.660	566.000	537.700
9	8	baby powder	100	3.920	392.000	372.400	4.700	470.000	399.500	4.120	412.000	391.400
10	9	baby wash cloths	75	5.970	447.750	425.363	7.160	537.000	456.450	6.270	470.250	446.738
11	10	baby towels	75	6.000	450.000	427.500	7.200	540.000	459.000	5.700	427.500	406.125
12	11	baby rattle	100	2.880	288.000	273.600	3.460	346.000	294.100	2.740	274.000	260.300
13	12	baby pacifier	100	3.970	397.000	377.150	4.760	476.000	404.600	5.170	517.000	491.150
14	13	baby shampoo	100	5.960	596.000	566.200	7.150	715.000	607.750	5.260	526.000	499.700
15	14	baby blanket	100	5.440	544.000	516.800	6.530	653.000	555.050	5.910	591.000	561.450
16	15	baby formula - new borns	50	19.980	999.000	949.050	23.980	1,199.000	1,019.150	18.980	949.000	901.550
17				TOTAL	13,872.750	13,179.113	TOTAL	16,846.000	14,319.100	TOTAL	14,005.750	13,305.463

ABC qualifies for the IN business preference.

DEF qualifies for the IN small business preference.

ABC lines 1, 4, 5, 6, 8, 9, 12 and 14

GHI lines 2, 3, 7, 10, 11, 13 and 15

\$6,409.41

\$6,383.53

\$12,792.94

GHI qualifies for the IN business preference.

Best net pricing ■ It is in the State's best interest to award a split bid between ABC and GHI.⁷¹

Attachment C

Listing of State Boilerplate Clauses

The following paragraphs/clauses are defined by IDOA as State Boilerplate Clauses and are found in the current Professional Services Contract manual posted at <https://www.in.gov/idoa/state-purchasing/contractadministration/contract-forms-manuals-and-templates/>. State Boilerplate Clauses shall remain unaltered and in their standard form unless any changes or alterations are documented as required under the "BOILERPLATE AFFIRMATION CLAUSE".

submitted to the contractor for signature. Any delinquencies will result in the contract being held pending a mutually agreeable resolution.

Access to Records - optional

Assignment; Successors - optional

Assignment of Antitrust Claims - optional

Instructions: We encourage the use of this clause. This clause ensures that the State may recover for antitrust claims that arise between the Contractor and its suppliers or subcontractors. The clause places into the contract the same rights the state has under IC 24- 1-1-5.1 and IC 24-1-15.2.

Instructions: Governmental entities, general partnerships, and sole proprietorships are not entities described in Title 23 and are not required to register. IC 5-22-16-4 (a) requires foreign corporation must be registered with the secretary of state to do business in Indiana to be considered responsible.

Audits - optional

Condition of Payment - optional

Instructions: The following clause should be used as an alternative if Federal funds are used

Confidentiality of State Information - optional

Continuity of Services – optional

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.331 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 et seq.

Instructions: This clause is vital in certain types of contracts, particularly those involving the administration of essential programs. But often, inclusion of this clause is unnecessary and confusing to the contractor. Do not hesitate to delete it when its inclusion is inappropriate.

Debarment and Suspension - optional

Authority to Bind Contractor - optional

Default by State – optional

Changes in Work - optional

Disputes - optional

Instructions: This provision can be customized to meet your agency's contracting needs.

Instructions: This is a very important clause. You should include it in every contract. This gives you and the Contractor an avenue to settle grievances, rather than to terminate the contract. No authority can replace that of the Commissioner of the Indiana Department of Administration. It is sometimes helpful to reinforce to the Contractor that this procedure is merely to assist the State in determining true conflicts from mere misunderstandings, and that the decision of the Commissioner is non-binding.

Compliance with Laws – Ethics (Subsection B) and Telephone privacy clause (Subsection H) are required.

Instructions: Authority to withhold payments is found in IC 4-13-2-14.5 for contractors on the tax warrant list for delinquent taxes. In addition, clearances are required from DOR and DWD before the contract is

Drug-Free Workplace Certification – required for private contractors -required

Instructions: This clause is required by Executive Order 90-5 and applies to all individuals and private legal entities who receive grants or contracts from State agencies. This clause was modified in 2005 to apply only to Contractor's employees within the State of Indiana. Do not modify, alter, or change this clause. A copy of Executive Order 90-5 is available at <http://www.in.gov/idoa/3000.htm>.

Employment Eligibility Verification – Required for private contractors - required

Instructions: This clause is required by IC 22-5- 1.711, 12, and 13 for all contracts for services.

Employment Option - optional

Force Majeure - optional

Funding Cancellation- Required by the Budget Agency even when the contractor is paying the State.

Instructions: This clause is required by IC 5-22-17-5 and FMC 3.3.

Governing Law – Required to be in Indiana. (If the agreement is with another state or agency of another state, you may delete by agreement of the parties.

Instructions: This clause is MANDATORY in all contracts and is covered by IC 34-13-2-3(d). Many Contractors want to alter the clause to include the laws of the state in which their parent company resides. This is NEVER acceptable.

HIPAA Compliance - optional

Indemnification – The State can never indemnify the Contractor

Instructions: This clause is also known as a Hold-Harmless Clause. NEVER include a clause that provides that the State will hold harmless or indemnify the other party.

Independent Contractor; Worker's Compensation Insurance - optional

Instructions: This is a very important clause.

Refer to the section in the Professional Services Manual that addresses abuses of this option per IRS rulings.

Veteran Owned Small Indiana Business Enterprise Compliance - optional

Information Technology Enterprise Architecture Requirements – sometimes required

Instructions: Unless there is a waiver approved by the Indiana Office of Technology (IOT), this clause should be used in all contracts having to do with procuring new Information Technology supplies and services to assure consideration for approval by IOT.

Insurance - optional

Instructions: This clause is not mandatory but is recommended. Your agency may make a business decision that requires the insurance provisions in your contract. The limits provided here will protect the State up to the tort claims cap found in IC 34-13-3; you may accept lower limits if the risk to the State is low. Any deviation from the coverage amounts set forth by IC 34-13-3 should occur only after your agency has performed a risk assessment and business discretion supports such a revision.

Key person(s) - optional

Instructions: This clause should only be included if your agency has identified persons key to the success of the contract. The Key Person should be identified in the Duties section of the contract OR may be included in this section. A Key Person is NOT a State employee; rather it is the employee of the Contractor that you choose.

Licensing Standards - optional

Merger & Modification - optional

Minority and Women's Business Enterprises Compliance - optional

Nondiscrimination - required

Instructions: You MUST include this clause. Please see the following section for contracts using federal funding.

Instructions: If federal funding is involved with the contract, you must include the following stipulated language.

The State is a recipient of federal funds, and therefore, where applicable, the Contractor and any

subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

Notice to Parties - optional

Order of Precedence; Incorporation by Reference- optional

Instructions: We strongly encourage the use of this clause. This clause can be extremely important when a problem arises. Word the clause accordingly, but State-created documents should ALWAYS take precedence over Contractor documents or other material. You can refer to an

RFP, a Grant Application, replies to an RFP or Grant Application Request prepared by a Supplier/Grantee, etc. If you include this clause in your contract, PLEASE fill in the information appropriately.

Ownership of Documents and Materials- optional

Payments – sometimes required

Instructions: When the State is making payments to the Contractor, this section is required. This provision may be modified to stipulate the type of payment- monthly, per deliverable, per hour, etc. Further detail may also be added, such as how invoices should be submitted.

Instructions: Use this paragraph if payment in advance is made for maintenance of equipment or software.

If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2- 20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

Penalties/Interest/Attorney's Fees - optional

Progress Reports – optional

Instructions: This provision may be modified to include specific dates or periods that reports are due. Please modify the language in such a way as to be appropriate for your agency.

Public Record – optional

Instructions: We strongly encourage the use of this clause. All State contracts are subject to the Access to Public Records Act (IC 5-14-3). Unless an APRA exception applies, all State contracts are disclosable public records. Under Executive Order 05-07, State contracts are required to be posted on the IDOA website for easy access to the public. The clause clearly informs the Contractor of this fact.

Renewal Option - optional

Instructions: If there is the potential that your agency will want to renew the Contract, this clause is REQUIRED. As a matter of policy, we retain a four (4)- year limit on renewals but are willing to discuss longer terms on a case-by-case basis. If a contract is going to allow for a price increase, the method of determining the increase must be defined in the original contract. If you do not provide for a price increase in the original contract, you cannot increase the price upon renewal but must do a formal amendment instead. **Severability - optional**

Substantial Performance - optional

Taxes - optional

Termination for Convenience -optional

Instructions: Inclusion of this clause is highly recommended by the SBA and IDOA. **Termination for Default - optional**

Travel – Required if travel costs are included in contract

Waiver of Rights - optional

Work Standards- optional

State Boilerplate Affirmation Clause - required

Instructions: Identify by paragraph and subject matter each paragraph of the State Boilerplate that is modified or deleted.

Non-Collusion and Acceptance - required

Instructions: You MUST have this clause in your contract. It is required by IC 5-22-16-6. THIS SHOULD BE THE FINAL CLAUSE BEFORE THE SIGNATURE PAGE. All contracts, grants, amendments, renewals, addendums, supplements, etc. must include this clause.

Agreement to use Electronic Signature Instructions: Mandatory on all electronic documents signed electronically by the contractor. Failure to have this paragraph will result in denial by IDOA.

Attachment D

Procurement Contract Development

The following are offered to help avoid having contracts rejected during the review and approval process. This is not an exhaustive listing but rather a listing of those items that occur frequently. Some apply only to contracts being routed

through the paper based method. □ The contractor's duties need to be

described fully within the contract itself or in an attached exhibit. All too

frequently a contract is rejected (particularly amendments) because the agency has explained the duties in a supplemental document that is not part of the contract itself. □ To assist in the timely review of your contract, it is important that you have all documentation of your procurement method included in the Supplemental Documents in SCM. If you are pursuing a special procurement under 5-22-10, seek IDOA approval well in advance of contract execution and include the approved form in SCM.

□ If the Contractor is not an individual, be sure to include the business entity designation that appears in the Secretary of State's listing ("Inc.", "Corp.", "LLC", "LP", etc.) both in the first paragraph of the contract, on the signature page, and on the EDS sheet.

□ Indiana firms, universities, and individuals must be sought to fill the contractual needs of State agencies. If you contract with someone other than an Indiana entity, it will need to explain how you determined that there was no Indiana entity that could fill your needs. Always attach a completed Indiana Economic Impact statement with your procurement method. □ If you are deleting a standard clause, leave the paragraph numbering the same, delete the text, and state "not applicable" or "deleted by agreement of the parties" (ex. 18. Employment Option - DELETED BY MUTUAL AGREEMENT OF THE PARTIES or 'DELETED; NOT APPLICABLE"). Do not delete and renumber the paragraphs or delete the heading and say "deleted". Reviewers need to easily know what it is you are deleting.

□ The Non-Collusion Affirmation, required by IC 5-22-16-6, is the final clause before the signature blocks. It must be used on all contracts, grants, addendums, amendments and renewals. Language agreeing to conduct business electronically is inserted automatically as part of the SCM process.

Attachments or exhibits attached to a contract must be incorporated by reference in the body of the contract and must be labeled. Make sure information in exhibits, attachments, appendices, etc. is consistent with the contract. No extraneous items should be attached to a contract.

Mutual Termination for Convenience Clauses are generally unacceptable and will likely result in a rejection of your contract.

The use of "Executive Letters" or "Change Orders" to change a contractor's duties or consideration is unacceptable. All changes to a contract must be by mutual agreement and by amendment signed by all necessary parties, including IDOA, State Budget and OAG. Certain exceptions may be considered if they are determined to be in the best interest of the State.

SCM does not permit any changes or corrections to an agreement after signatures have been affixed. Therefore, check and double check your document before submitting for supplier signature.

Include all clauses that will best protect your agency. Feel free to delete the text of clauses that have no relevance to your contract (i.e., using a Key Person clause if there is no key person to the agreement, using order of precedence when there are no other documents to the agreement, etc.) - but keep the paragraph number and subject heading.

□ Fill in all blanks located within your document. If the clause is not needed, delete the clause, but do not leave blanks in your document. Some examples are Notice to Parties and Order of Precedence: RFP#____.

- When contracting with an individual, sometimes an issue arises as to whether that individual is a true independent contractor or an employee. So, it is a good idea to include a written analysis of the service in relation to the IRS guidelines. This written documentation should be added into SCM under Supplemental Documents. It will assist in the approval process.
- The federal government frequently requires certain boilerplate in contracts where the receipt of federal funds is involved. The required boilerplate varies with the source of the funds. This manual does not attempt to address these requirements. If your contract will involve federal funds, check with your agency's legal section or program management to make sure all necessary clauses are included. □ Do not include instructional language (the text boxes) when using templates. Please delete them in final document
- Number each page of the contract, preferably "1 of 27", for example.
- All signatures must be in original ink, no signature stamps or copies are accepted when using the paper based method.
- Make sure dates and payment amounts are consistent. The term of the contract should be consistent with the dates listed, e.g., term of one (1) year, beginning on July 1, 2022, and ending on June 30, 2023, and the payment amounts listed need to add up correctly. Fiscal year does not automatically set contract dates.
- Consideration must be clearly stated. Most State contracts involve a purchase or procurement of services for monetary consideration. Some contracts are revenue generating for the State. Some contracts require other third parties to pay the supplier for the services performed resulting in no State dollars going to the supplier. No matter the type of contract you are drafting, there should always be some form of consideration included in this section and it should be clearly detailed.
- When filling in the information for the Notice to Parties section, it may be helpful to your agency to include only the title of the person receiving notice, not the name of the individual. In the event of a personnel change in your agency, you will not need
- The signature page of an agreement should be placed after the contract language and before attachments or exhibits. The signature page must be flagged for easy identification by the approving agencies.
- The Agreement to use electronic signatures is mandatory on all electronic documents signed electronically by the contractor. Failure to have this paragraph in your document will result in a denial by IDOA.
- Regarding the "signature block" for approving agencies located immediately after the signature lines for the supplier and agency; Please do not delete this block. It offers transparency to the public that IOT, IDOA, SBA and OAG are required approvers and directs them to the electronic documentation of each electronic approver at the end of the document.
- Make sure you are using the correct template (Contract, Addendum, Amendment or Renewal). When new templates are released, DELETE all outdated templates you may have saved on your computer and update the boilerplate clauses based on the current version.

to amend the contract with updated contact information.

Attachment E

Procurement Contracts Frequently Asked Questions

Do I need an EDS (Executive Document Summary) with every contract I submit through the paper based method?

Yes. A contract cannot be routed through the signature process without a fully completed EDS. The EDS form is available at <https://www.in.gov/idoa/2525.htm>.

If the contractor is an individual; should I list the personal identification number on the EDS sheet when using the paper based method?

The State Comptroller assigns all State Suppliers a unique identification number. This number is required in Box 23 on the EDS sheet. Under no circumstances should you place an individual's Social Security Number ("SSN") on the EDS sheet. Contracts and the EDS sheets are public records. You should ensure that these documents do NOT include an individual's social security number. A State employee commits a Class D Felony if he or she knowingly, intentionally, or recklessly discloses an SSN in violation of IC 4-1-10. The negligent release of an SSN may result in conviction for a Class A Infraction. Moreover, all contracts not marked as Confidential are scanned and are available online after they are approved.

Can I draft clauses outside of the boilerplate?

Absolutely. While the manual outlines clauses that are mandatory in Contracts, it really provides a basic framework for State Contracting needs. Consult with your agency attorney regarding additional clauses.

Can I renew or amend a contract after the expiration date?

No. An expired contract cannot be renewed or amended. If you want to renew or amend a contract, the contractor's signature must be on the renewal or amendment prior to the expiration of the original contract. If you are doing a straight renewal where no consent or agreement of the contractor is required, then the signature of the agency is required prior to the expiration of the underlying term.

Do I need a Non-Collusion statement in an Amendment or a Renewal?

Yes, always. This clause must be included in all amendments and renewals. The temptation to collude becomes greater once a relationship has been established with a contractor.

What is the difference between an Amendment and an Addendum?

An Amendment changes or adds to the terms or conditions of an existing contract. An Addendum is to be attached to a contractor's form contract for purposes of deleting terms to which the State cannot agree and adding the mandatory clauses required in any State contract. The Contractor must sign our Addendum before the contract can be circulated for State signatures and approvals.

Do I need to seek competition when selecting a supplier?

Absolutely. Analysis and discussion of the use of RFPs and bids is beyond the scope of materials covered in this manual. The agency should become thoroughly familiar with IC 5-22 if there is any question about the type of competition and procurement that should be used in pursuing a particular contract. Even Special Procurements under IC 5-22-10 require competition, documentation, and approval.

My contract has been preapproved by the Attorney General's Office but denied by IDOA. How can that happen?

IDOA and the OAG serve different functions in the contract approval process. While the OAG reviews contracts for form and legality, IDOA focuses on policy, contract language and procedures, and business issues. Just because the contract is legal does not mean that underlying transaction is consistent with the State's policies, purchasing procedures, or that it is in the State's best interests.

Can I have a contract for more than four years?

It is IDOA's policy that a contract term shall not exceed four years. This policy applies to all contracts, including but not limited to zero-dollar

contracts and revenue generating contracts. If there are compelling business reasons to exceed the four-year limit, please document those reasons in an electronic special procurement request submitted through eProcurement in PeopleSoft. This approval should be sought well in advance of the expiration of an existing contract.

Does IOT need to approve my contract?

Any contract that includes information technology supplies or services must be reviewed by IOT to confirm compatibility with the State's policies, standards, and alignment with current IT investment(s). Supplies that are currently purchased and meet the majority of business requirements shall be the first choice prior to purchasing redundant supplies.

Examples of contracts needing IOT approval are those for:

- Hardware (desktop/laptop, appliances, phones, printers, copiers etc.)
- Software
- Software as a Service (online database subscriptions)
- Software Licenses and Maintenance Agreements
- Software Application Development
- Website Development
- Database access through the internet
- Data sharing and cabling
- Cloud contracts, such as
- Infrastructure as a Service (IaaS)
- Platform as a Service (PaaS)
- Software as a Service (SaaS)

Cloud contracts have both specific boilerplate terms that are required, as well as cybersecurity requirements in the "Cloud Product and Services" State Standard. IOT's IT Policies, Standards and Guidelines can be found in the following location:

<https://www.in.gov/iot/policies-proceduresand-standards/>

If you are unsure about whether your contract will require IOT approval, or if you have any other questions, please contact IOT at IOTProcurement@office365groups.in.gov or 317-2323172.

Can I submit a contract with faxed or stamped signatures when using the paper based method?

No. Only contracts with original signatures will be approved.

Can I submit a contract without a supplier signature when using the paper based method?

No. The State must always be the last party to sign the contract so we know exactly what is being approved. The OAG must be the last party to approve the contract or it will be rejected unless it was granted form approval by the OAG. In cases where the OAG has granted form approval, IDOA and Budget must be the last entities to approve.

What is the policy on approving duplicate originals when using the paper based method?

IDOA, Budget, and the OAG strongly discourage the routine use of duplicate originals. We anticipate requiring those few agencies that seem to use them routinely to justify why two or more originals are necessary.

Do I have to print my paper contract on double-sided paper?

Executive Order 05-21 requires that all "agencies shall duplex (double side) all copy and laser printing operations. Exceptions will be made when current technology does not allow for this provision or when specific documents require single-side printing."

How does the scanning process work when using the paper based method?

The State of Indiana has hired an outside supplier to scan all contracts. Once fully executed, the mail courier picks up the contracts from the State's last signatory (SBA or OAG) and delivers them to the scanning supplier. However, if the contract is labeled as a "RUSH", the agency is responsible for picking up the contract from the last State signatory (SBA or OAG) and forwarding a scanned copy of the contract to IDOA Contracts at contracts@idoa.in.gov to be posted to the public website. IDOA Contracts does not scan contracts.

*NOTE: This step is not necessary with SCM as the entire contracting process is handled electronically.

How do I assign an EDS number to an agreement when using the paper based method?

Each agency is assigned one or more Agency Requisition Prefix codes to begin the EDS number. The codes usually consist of a letter followed by two or three numbers (i.e., IDOA's code is C39). The EDS number consists of (1) an Agency Requisition Prefix code, (2) last 2 digits of fiscal year (the fiscal year runs July 1 – June 30; fiscal year '12 began July 1, 2011, and (3) a combination of letters or digits in an order the

agency finds most helpful in contract management. Agency Requisition Prefix codes can be found at <http://www.in.gov/idoa/2525.htm>.

May I use an out of state supplier?

Yes. When dealing with solely State funded contracts and grants, agencies may use an out of state supplier if it is necessary; efforts should be made to keep this to a minimum. If it is necessary to use an out-of- state contractor, a justification should accompany the contract.

When dealing with federally funded contracts and grants, no preference can be given to state or local providers even if state or local law states otherwise. See 2 C.F.R. §200.319.

What besides the signed contract do I need to submit through the approval process?

In addition to the signed contract, all exhibits, attachments, and schedules referenced in the contract must be included when the contract is circulated for approval. If you are submitting an amendment or renewal, you MUST include a copy of the underlying contract and all its exhibits and attachments and a copy of all previous amendments and renewals and the exhibits and attachments to the amendments and renewals including EDS forms.

Are templates available for contracts, addendums, etc.?

Yes. SCM contains the most recently revised templates. Additionally, you can find templates in MS Word format for contracts, grants, amendments, addendums, and contracts with state educational institutions online at <http://www.in.gov/idoa/3000.htm>.

What is the difference between an amendment and a renewal?

An amendment changes or adds to the terms or conditions of an existing contract.

A renewal brings all the original terms and conditions forward during the renewal term but does not add any additional terms or conditions. Adding additional consideration is not considered a change that requires an amendment so long as there is no price escalation to the payment rate. The only exception to this is if the price escalation was previously negotiated and documented in the consideration or renewal clause of the original contract. OAG and IOT-applicable approvals are not required on renewals because all the previously reviewed and approved terms and conditions continue throughout the renewal term.

If you desire to extend the length of your contract, as well as add new terms or conditions, including any payment rate changes, new statutorily required clauses, (e.g., Employment Eligibility), or revisions to the MBE, WBE or IVOSB clauses to the contract, you need to use the amendment template. OAG and IOT- applicable approvals are required on all amendments.

What is SCM?

PeopleSoft's Supplier Contracts Management (SCM) module is the only process approved by IDOA for the electronic development, review, signing and approval of State contracts and grants. The process is secure and reliable; contracts signed electronically using SCM have the same legal effect or enforceability as if they had been signed in ink on paper.

The electronic contracting page can be found at <https://www.in.gov/idoa/3016.htm>.

How is an SCM contract different than a paper one?

There is no legal difference. The contract language will be the same, regardless of what format is used. SCM uses electronic signatures rather than handwritten ones. From a procedural perspective, SCM does not use an EDS sheet and there is no EDS number. However, SCM assigns each contract a unique identifying number, and captures the information previously found on the EDS sheet within SCM.

What do I do when I need to rush a contract through the approval process?

Approving agencies offer "rush" review of contracts as a courtesy, therefore, do not abuse the "rush" process.

AFTER your agency has signed the contract, send an e-mail request to contracts@idoa.in.gov, to your budget analyst, and to contracts@atg.in.gov identifying the contract number, contractor name and detailing your justification for requesting a rush review. If your contract needs IOT approval, also include their email address iotprocurement@iot.in.gov. Please do not send the email until the e-contract has been signed by your agency. Also, please do not have a supplier call approving agencies directly. If you give us advance notice and a reasonable justification, each approving agency will make every effort to accommodate your exigency.

IDOA, SBA, IOT and OAG are unable to conduct contract reviews “while you wait,” so please do not show up with a “rush” paper contract and expect to wait while someone reviews it. Additionally, it is the agency’s responsibility to have the paper contract returned to IDOA for scanning and posting on the Indiana Transparency Portal. For more information, see the question “How does the scanning process work?”.

What if I need to terminate my contract before its expiration?

IDOA has established a process to assist you when an agency has determined that contract termination is in its best interest. Please use the termination request form at

<https://www.in.gov/idoa/files/ContractTerminationRequest.pdf> and submit to contract_termination@idoa.in.gov with sufficient time for IDOA's review and approval before notice of termination is sent to the contractor pursuant to the contract terms.

How do I keep a "confidential" contract from posting to the transparency portal when using SCM?

Any time prior to completing the "execute" process, there is an option to mark it confidential. Please note, however, it is a VERY rare case that the entire contract would be deemed confidential under the Access to Public Records Act found at IC 5-14-3. Therefore, the agency is charged with redacting information then forwarding a scanned copy of the redacted contract to IDOA Contracts at contracts@idoa.in.gov so IDOA can post the documents to the Indiana Transparency Portal. IDOA Contracts does not scan contracts.

My contract template has been form approved by the Attorney General's office. How do I get it created in SCM?

New form approved contract templates are manually created in PeopleSoft by IDOA staff. Submit a GMIS ticket requesting a new template. Include a WORD copy of the form approved template and a copy of the OAG form approval letter in the ticket. Since the templates are manually created, please allow at least 10 business days for your request to be completed.

My form approved contract has been updated and has received OAG approval for another year. How do I get the template updated in SCM?

Instead of creating a new template, IDOA staff will update the existing SCM template in PeopleSoft. Submit a GMIS ticket requesting the update. Include a red-lined WORD copy of the template clearly indicating where updates are needed and a copy of the new OAG form approval letter. Please allow at least 10 business days for your request to be completed.

What about amendments to fully executed form approved contracts or grants?

Amendments to form-approved contracts and grants can be handled in two different ways. #1 – Use an OAG form-approved amendment template that is approved for the contract or grant. Or, #2 – Use the standard SOI Amendment template and manually add the OAG into the approval process.

Attachment F

Verification of a Company's Bidder Registration

In PeopleSoft Financials, navigate to Menu>Sourcing>Event Responses>Maintain Bidder.

If the company cannot be located and/or is not registered, they must be contacted and asked to complete the process. For instructions on bidder registration, please visit the IDOA [Bidder Profile Registration web page](#).

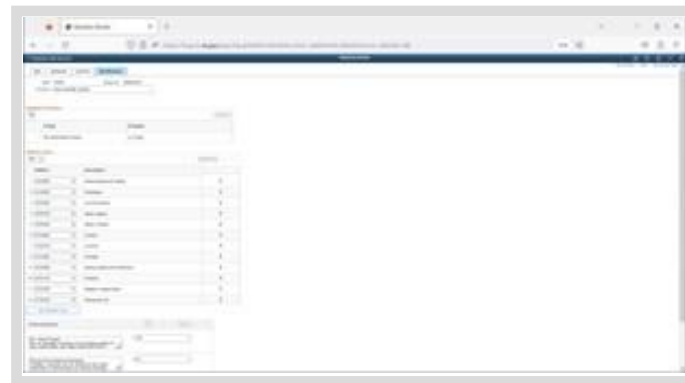
Search Page

Enter information into any of the search criteria options to locate the company. The Bidder ID, the Company Name, and the Taxpayer Identification Number are the recommended criteria. Remember that the "%" may be used as a wildcard if the exact value is unknown. The operator "begins with" may also be changed offering other options. Click Search .

After the results are returned, select anywhere on the row addresses on the to open the profile. The Main tab will display the Bidder ID, The Addresses tab will display all the profile. Company (Name), Company URL and historic information.



The Contacts tab will display all the contacts on the profile. If it has more than one, you can find the primary contact's email address on the one with the word "Yes" behind primary contact.



The Identifications tab contains the TIN, the UNSPSC categories and their responses to the profile questions.

81

Attachment G

The State Comptroller's Supplier file

In PeopleSoft Financials, navigate to NavBar>Menu>Suppliers>Supplier Information>Add/Update>Supplier.

On the Supplier Information page, the Supplier ID, the Supplier Name, and the Taxpayer Identification Number are the recommended search criteria. Enter the information in the desired field and click Search.



After the results are returned, select anywhere on the desired row to open the Summary tab. It contains the Supplier ID, the Supplier Short Name, the Supplier Name and the default Order and Remit to Addresses.

A Status of Approved is required to award a Strategic Sourcing Event to a PO or an SCM contract, to post contracts to the Indiana Transparency Portal and for the State Comptroller to issue payments.

Supplier Summary

Bid ID: 87842

Supplier ID: 000000011

Supplier Short Name: THE UNIV OF INDIANA

Supplier Name: THE UNIV OF INDIANA

Order: THE UNIV OF INDIANA

Address: 1001 N. CAPITOL AVE
INDIANAPOLIS, IN 46202

Status: Approved

Performance: Regular

Classification: Outside Party

ICOP Class:

Open for Ordering: No

Withholding: No

Last Modified By: 0000000

Last Modified Date: 07/20/2012 7:29AM

Created By:

Created Date/Time: 01/12/2005 12:00AM

Last Activity Date: 05/11/2005

Buttons: Search, Return to Search, Add, Update/Change, Update History, Cancel History

If you want to verify that a Supplier File and a Bidder file are connected, navigate to the Supplier Summary Lookup page: NavBar>Menu>Suppliers>Supplier Information>Add/Update>Supplier Summary Lookup.

The same search recommendations we used on the Supplier Information page are true here too. If you went there first and picked up the Supplier ID, enter it and click Search.

Supplier Summary Lookup

Enter any information you have and click Search. Leave fields blank for a list of all values.

Find an Existing Value

Search Criteria

Bid ID: 87842

Supplier ID: begins with 000000011

Supplier Name: begins with

Supplier ID: begins with

ICOP Supplier ID: begins with

Case Sensitive:

Buttons: Search, Clear, Save Search, Save Search Criteria

The Supplier Summary Lookup page will be displayed. The header provides the Supplier ID, the Short Supplier Name, and the Supplier Name. The Bidder ID will only appear if there is an exact match between the TIN on the Bidder and Supplier files. If you see the Bidder ID listed, you should be all set.

Supplier Summary Lookup

Supplier ID: 000000015 Bidder ID: 000000015
 Supplier: THE UNIFORMHOUSE A/S Supplier ID: 000000015
 Supplier Name: THE UNIFORMHOUSE Supplier Status: Approved

Active Addresses

Addr	Description	Address Line 1	Address Line 2	City	State	Zip Code	Name 1	Name 2
1	000000015	1001 N CAPITOL AVE		INDIANAPOLIS	IN	46202	UNIFORMHOUSE INC	

All Locations with Order & Receipt Addresses

Location	Pay Method	Pay Method	LocName	Loc EFM	Loc Status	Used for	Addr	Descr	ER Date	Addr Status
00000001	No		1001 N CAPITOL AVE, INDIANAPOLIS, IN 46202	000000015	Active	Order to	1	000000015	01-01-2010	Active
00000001	No		1001 N CAPITOL AVE, INDIANAPOLIS, IN 46202	000000015	Active	Receipt to	1	000000015	01-01-2010	Active
00000001	No	ACH	UNION BANK, NA	000000015	Active	Order to	1	000000015	01-01-2010	Active
00000001	No	ACH	UNION BANK, NA	000000015	Active	Receipt to	1	000000015	01-01-2010	Active

[Return to Search](#)

If you don't see a Bidder ID listed, look at the TIN on the Bidder and Supplier you found.

- If they do have the same one, submit a GMIS issue with the details asking the technical team to marry them together.
- If they don't have the same one, either the existing bidder profile needs to be updated or they may need to create a new bidder profile with the TIN used on the Supplier.

If you came here first and don't see a Bidder ID, check the Maintain Bidder page. If you don't find one with the same TIN as the Supplier, they'll need to create a bidder profile. If you don't have access to unmask the TIN, check with your agency's Head Procurement Agent who should.

Attachment H

Record of Document Updates

Version 25.01-28

Updated: Evaluating Solicitation Responses section

Version 25.01-10

Removed: High Level Over-view Matrix

Updated: "purchasing file," to "purchasing record," as needed

Added: Businesses Providing Specialized Employee Services Preference: IC 5-22-15-26 Updated: Procurement Method and types order of priority and throughout as needed

Gloves, Bosma

Indiana Correctional Industries

Ability Indiana Organizations

Quantity Purchase Agreements (QPAs)

DPAP Solicitation Requirements

Updated: Steel Preference: IC 5-22-15-25

Updated: Define the Purchase Type section

Updated: Point of Contact for Supplier Diversity

Version 24.08-20 - 1of2

Added Attachment - State Comptroller's Supplier File

Updated IOT Requisition Review

Update Buy Indiana Certification Language

Update AOS to Comptroller's Office.....

pg. 84

pg. 23

Version 24.08-20 - 2of2

Updated Electronic Letter of Intent

Updated Contract Template Info

Updated Policies

Updated Office Supplies Supplier

Updated QPA Exceptions Process

Updated IARA's Forms Mgmt.

Updated QPA for MFD

Version 24.05-01

Updated Special and Emergency Procurements Section

pg. 46-51

as needed

Updated references of commodities, items, goods and products to supplies

Version 22.03-31

Updated grammar

Updated three bidders to four and dollar threshold

Replaced the Purchasing Methods and Types Overview

Updated QPA listing information

Updated Potential for Savings information to four bidders

Updated Purchasing from ICI and Ability Indiana flowchart

Replaced the Electronic Contracting process

Updated all PeopleSoft Standard comments to match production

Updated the non-compete threshold from \$500 to \$1,500

Added the IVOSB Subcontractor Commitment Form

Updated the Did the bidder claim the Indiana Business Preference information

Updated the Absolute preference information

Added Commodity based preference information

Removed some information about the IVOSB program

Updated MBE, WBE and IVOSB Participation information Added

Special Procurement clarification

Replaced the Special & Emergency Procurement information Corrected

MBE, WBE and added IVOSB

Updated the DPAP Solicitation Summary form information Updated

the Buy Indiana certification information

Updated the Indiana Transparency Portal Information

as needed

as needed

pg. 5 pg. 6

pg. 7 pg. 9

pg. 13-15

as needed

as needed

pg. 31

pg. 35, 39, and 40

Removed

Procurement

Contract life cycle

and paperwork

submission

Removed NAICS

code information

Update

d

informa

tion

about when the FDS is due	Removed	or	Updated	pg. 38
screenshots				pg. 38
Removed references to the Supplier Portal	Removed			pg. 39-41
the text of the contract clauses				pg. 44, 45
Updated the Verification of a company's bidder registration information				and 46 as needed
Removed the resources from the separate pages				pg. 47-50 as needed
Version 21.04-08				pg. 51
Updated formatting of paragraphs				pg. 56
				pg. 61
				pg. 62-64
				pg. 69
				pg. 70
				as needed
				as needed
				Attachment C
				Attachment F
				as needed
Version 20.05-22				
Updated hyperlinks				
Updated grammar				
Updated formatting				
Updated Table of Contents				pg. 9, 11
Updated terms in Purchasing Methods and Types Overview Table	Added			
screenshots				
Updated Record of Document	Updated			as needed
				as needed
				as needed
				pg. 2, 3
				pg. 5
				pg. 91
				pg. 92
Version 20.05-21				
Updated grammar				
Replaced IDOA Vendor/Contract Manager with				as needed
Contract Manager	Replaced RFQ package with			as needed
Solicitation package				as needed
Replaced RFQ form with SSE Event Details form				as needed
Replaced Active Contracts Search with Public				as needed
Contracts Search	Replaced Vendor with Supplier			as needed
Updated the contract clauses				as needed
Updated Addendum Development				pg. 12
Updated Contract Termination instructions				pg. 13
Removed "SSE should be manually assigned the same number..."				pg. 25, 28
Updated Bidder Registration information				pg. 26, 53, 90
Updated Selecting Bidders to solicit				pg. 26, 33
Updated Buy Indiana information				pg. 26, 34, 38, 53
Removed Buy Indiana certification				pg. 29, 61, 89
Update made to absolute and commodity-based preferences				pg. 36, 37
Replaced Tier 2 panel on the PO with SSE				pg. 44, 49
Updated Amendment Reminders				pg. 58
Updated Renewal Reminders				pg. 60
Updated Amendment Checklist				pg. 61
Replaced the IOT Cloud information				pg. 64
Removed NAICS Codes information				pg. 78
Updated and added to the Procurement Contract Development				pg. 85, 86
Updated and added to the Procurement Contracts FAQs				pg. 87, 88, 89

Removed SCM Signature process pg. 90

Version 19.05-03

Updated grammar as needed
Updated references to PEN Products to Indiana Correctional Industries as needed
Updated Procurement Compliance Audits section pg. 64
Removed Audit Criteria Attachment

Version 18.09-06

Updated Market Basket Screenshot pg. 6
Updated contracting information pg. 12, 40, 50, 54-58, 61, 64, 69-84
Updated QPA information pg. 5, 8, 29
Updated Minority and Women's Business reference pg. 43, 44
Updated DPAP Solicitation Summary Screenshot pg. 49
Removed ENCOMPASS language pg. 13
Updated references to KMS pg. 57, 62, 63, 86
Updated grammar as needed
Updated hyperlinks as needed

Version 18.05-31

Updated references to Vendor Handbook to be Vendor and Supplier Resource Center pg. 36

Version 18.03-02

Updated [Purchasing Methods and Types Overview](#)
Updated [Purchasing From PEN Products and Ability Indiana](#)
Updated [Purchasing from PEN Products and Ability Indiana Catalogs Flowchart](#)
Updated [PEN Products or Ability Indiana Catalog Cost Justification Examples](#)
Updated [Table of Contents](#) page number references
Updated method of referencing pages

Version 18.01-03

Updated Attachments List pg. 3
Updated Indiana Business Preference Information pg. 33, 37
Removed Attachment C (Indiana Business Preference Verification Instructions) pg. 68
Updated references to Attachments pg. 12, 30, 52, 61, 69, 82-83, 85-87

Version 17.06-20

Updated Purchasing Authority pg. 4
Updated Methods and Types pg. 4
Updated the Methods and Types layout pg. 5
Updated Mandatory Purchasing from QPAs pg. 6
Updated Potential for Significant Savings pg. 6
Added flowchart pg. 6
Updated How it Works pg. 8
Updated PEN Products and Ability Indiana flowchart pg. 9
Update PEN or Ability Indiana Catalog Cost Justification Example pg. 9
Updated Printing Purchases Mail and Copy Services pg. 10
Revised the Veteran's Business Enterprise Program Information pg. 38-39
Updated URLs as needed
Added "paper based method" as needed

Updated Attachment D boiler plate clauses	as needed
Updated Record of Document updates	as needed

Version 16.5-4

Removed Vehicle Purchase Telephone number from	pg. 20
Updated RFQ references to Sourcing Events	as needed
Redirected Ability Indiana list of vendors reference to website	as needed
Updated URLs	as needed
Updated references to IN-ARF/State Use to Ability Indiana	as needed