



**STATE OF INDIANA SOLICITATION FOR QUOTATION
 WORK ESTIMATED TO BE LESS THAN \$150,000 BY
 THE DEPARTMENT OF ADMINISTRATION
 PUBLIC WORKS DIVISION**

State Form 21234 (R15/9-15) / DAPW 35

SEALED BIDS FOR:

PREVENTATIVE MAINTENANCE FOR THE RADIO TOWERS
Integrated Public Safety Commission
100 N Senate Ave, Room N825
Indianapolis, Indiana 46201
Numerous Locations
Project No: 286-24-04925 RT
Requisition No: 4925

**Will be received at the Department of Administration, Public Works Division Email Bid Box (note, do not cc: any other party) publicworksbids@idoa.in.gov
 Subject line MUST contain "Bid-PW xxxxxxxx-xx-xxx-xx; - (Project Name)**

(Indianapolis time) 4:01 PM	(Date) November 8, 2023
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Megan Kennemore

10/24/2023

(Contact person and phone number)

Date

Bids will be opened via a public Teams Meeting on November 9th at 10am. Here is the link for the bid opening presentation:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTFkYzBIOGYtNWFjNS00MDIzLTNmNmUtOTFhZmMxOTIxYWNj%40thread.v2/0?context=%7B%22Tid%22%3A%222199bfa-a409-4f13-b0c4-18b45933d88d%22%2C%22Oid%22%3A%22de32e95b-c3ef-4648-9175-9e46fdf30a4d%22%2C%22IsBroadcastMeeting%22%3Atrue%2C%22role%22%3A%22a%22%7D&btype=a&role=a

INSTRUCTIONS FOR QUOTATIONS
ESTIMATED TO BE LESS THAN ONE HUNDRED FIFTY THOUSAND DOLLARS

Submit your quotation for furnishing all labor, and materiel to repair, replace and/or install the work called for in accompanying instructions for quotations, general conditions, specifications and/or drawings.

1. GENERAL

a. This work is estimated by the Department of Administration, Public Works Division to be less than \$150,000.00. Bid must comply with the below listed requirements and utilize DAPW Form 35.

b. Prequalification is not required.

2. TITLE AND DEFINITIONS

a. Said building and/or the land upon which it stands are the property of State of Indiana, and the making of the contract for this project is the duty of the Commissioner, Department of Administration, acting with the approval of the Governor and through the Director, Public Works as required by IC 4-13.6. All references to the title owner of said property hereinafter will be by the term "State" and all references to the person, firm, or corporation awarded the contract for the project will be by the term "Contractor".

b. The terms bid and quotation as used in these instructions is synonymous.

3. PRE-QUOTATION, QUOTATION AND POST QUOTATION REQUIREMENTS

a. Prior to preparing and submitting a quotation, the Contractor is encouraged to visit the project and thoroughly familiarize himself with the work to be done and with existing conditions to be met. The successful Contractor will not be allowed any extra compensation for any matter or thing which the Contractor could have observed prior to the preparation and submitting of his quotation.

b. Should any question arise during the preparation of the quotation concerning the true meaning of any part of the plans, specifications or other documents, the Contractor shall, if time permits, submit a written request to the Public Works Division for interpretation. The Public Works Division will make an interpretation and it will be mailed to each interested party. Issuance of all clarifications or addenda shall be by the Designer and/or Public Works Division no later than seven (7) calendar days prior to the scheduled date for quotation.

c. All correspondence pertaining to this contract shall carry both the project description and requisition number.

d. The Contractor shall use the enclosed contract as his quotation form. **Quotation form DAPW 35 (Last Page) must be enclosed in a sealed envelope. The sealed envelope must be marked as described in paragraph g.**

e. Quotations must have original hand written signatures of authorized representatives of the bidder. The bidder shall print or type his company's name and give his price in words and figures, sign his name, print his name, and print his title and company name on the quotation form. No items involved in the bid may be changed or corrected after the bid opening.

f. Alternate amount(s) shall be listed where indicated. Add Alternates are not to be included in the Base Quotation Scope of Work. Deduct Alternates are to be included in the Base Bid Scope of Work. Unit prices and/or Equipment List shall be included with quotation as required and signed. Note that signing this document is acknowledgment of procurement of all addenda and certification by bidder that the quote recognized all items in all addenda.

g. The quotation form, and any other forms which may be required by the specifications, **must be submitted in a single sealed envelope. The envelope must be plainly marked with the name of bidder, project description, requisition number, bid time, and bid date.** Quotation shall be **rejected if all required documents are not in the single sealed envelope, or if the envelope does not identify the material as a quotation.**

h. There will be no purchase order issued for this work until a W-9 Form is completed and returned to Public Works. The W-9 form may be submitted with your bid.

i. If the contractor (bidder) is not currently registered and does not have a Bidder ID number with the Department of Administration, the contractor is to register online at <http://www.in.gov/idoa/2464.htm> to obtain a Bidder ID number.

j. The Contractor shall perform a minimum of 15% of the value of work (measured in dollars of the total contract price) with his own forces, and not more than 85% of the value of work is to be subcontracted.

4. INDIVIDUAL QUOTATIONS SHALL BE REJECTED BY THE DIRECTOR OF PUBLIC WORKS FOR THE FOLLOWING REASONS (IC 4-13.6-5-2; IC 4-13.6-6-1; 25 IAC 2-6-5)

- a. If the envelope is not sealed at the time of submission; if the envelope does not clearly identify the requisition number and description of work; if the name of the bidder is not clearly indicated on the outside of the envelope and/or if the envelope is not date and time stamped by Public Works Division prior to the stated time for receipt of bids.
- b. If the bidding contractor is under suspension by the Director of Public Works or by the Public Works Certification Board.
- c. If the bidding contractor is a trust and does not identify all beneficiaries and empowered settlors of the trust.

5. INDIVIDUAL QUOTATIONS MAY BE REJECTED BY THE DIRECTOR OF PUBLIC WORKS FOR THE FOLLOWING REASONS (25 IAC 2-6-5)

- a. If the Contractor's Bid/Contract (DAPW 35 Last Page) is not signed as required by these instructions.
- b. If all required bid or alternate(s) amounts, or unit prices are not submitted with the bid when specifically called for by the specifications issued for the project.
- c. When the bidder adds any provision reserving the right to accept or reject the award, or if the bidder adds conditions or alternates to his bid not requested (voluntary alternates), or if there are unauthorized additions or irregularities of any kind which tend to make the proposal incomplete, indefinite or ambiguous as to its meaning or amount.
- d. When no bids received are under or within funds that can be appropriated, or when situations develop which make it impossible or not practical to proceed with the proposed work.
- e. If, subsequent to the opening of the bids, facts exist which would disqualify the bidder, or that such bidder is not deemed by the Director of Public Works to be responsive or responsible.

6. NOTICE OF AWARD

- a. Prior to execution of the Contract, the State of Indiana will issue to the successful Bidder a letter stating that his bid was the lowest responsible and responsive bid and that the enclosed contract document is submitted to him for his consideration. If he finds it in accordance with the bid documents, it is to be returned to Public Works Division by certified mail or in person within ten (10) calendar days after receipt for further execution and with the caution that a contract will not exist until it is signed by all signatories required.

GENERAL CONDITIONS
FOR CONTRACTS ESTIMATED AT LESS THAN \$150,000
AND BASED UPON QUOTATIONS

1. General Conditions.

A. Control and possession of the premises shall remain with the Owner (State) and the Contractor shall respect the State's rights therein. The Contractor shall be responsible for and make good any and all damage to the Owner's property due directly or indirectly to his operations.

B. The Contractor shall be required to conform to the rules and regulations of the Owner, pertaining to receiving materials, equipment, and the conduct of its employees while on the premises. The Contractor shall be held responsible for the actions of its employees, together with their conformance with the rules and regulations of the Owner.

C. The premises shall be kept in a clean and orderly condition by the Contractor. At no time shall any great accumulation of debris be allowed on the site. The Contractor shall keep all debris hauled away from the site and properly dispose of same. At no time shall any material, equipment or tools be placed in such manner as to prevent the usual usage of the premises by the Owner. At the conclusion of the work, the premises shall be restored as originally found by the Contractor.

D. All building construction work, alterations, repairs, mechanical installations, electrical installations, and appliances connected therewith shall comply with all State Building Rules and Regulations, Local ordinances and Federal laws or other statutory provisions, as if they are a part of these contract conditions.

E. The Contractor shall employ only competent employees skilled in the work and shall enforce good order among them. The Contractor shall be called upon to dismiss any employee when, in the opinion of the Owner, the employee is disobedient, incompetent, unfaithful, disrespectful, or otherwise exhibits conduct inappropriate to this state property.

F. Any item not specifically described, but necessary for a complete and satisfactory installation shall be considered as implied and it shall be required. The plans and specifications are incorporated into these documents by reference.

G. All excavation creating a trench of five (5) or more feet in depth shall strictly adhere to the shoring and other safety requirements called for and described under OSHA Regulation 29 CFR- J.1926, subpart 'P': for trench safety systems.

H. The Contractor shall guarantee that all materials are new and that all work, workmanship and materials shall be free of defects for one year from date of acceptance by Director, Public Works. Any such defects that appear within said one year guarantee period shall be repaired or replaced by the Contractor as quickly as practicable at no charge to the Owner.

I. The contract amount and the term of the contract can be adjusted only by written change orders signed by Director, Public Works. Verbal authorizations are not binding upon the State.

J. The State may retain ten percent (10%) of the partial payments requested by the Contractor until the work is complete.

K. The Contractor shall do everything required by this agreement, the General Conditions of the contract, specifications and/or the drawings attached as Appendix "A".

L. The Contractor must perform at least fifteen (15) percent of the total Contract Sum of the Work with his own forces.

2. Conflict of Interest. As used in this section:

"Immediate family" means the spouse, partner, housemate or the unemancipated children of an individual, as defined by 42 Indiana Administrative Code 1-3-13.

"Interested party," means:

1. The individual executing this Contract;
2. An individual who has an ownership interest of three percent (3%) or more of the Contractor, if the Contractor is not an individual; or
3. Any member of the immediate family of an individual specified under Subdivision 1 or 2.

"State" means the Indiana Department of Administration.

"State employee" means a state employee, a special state appointee or a state officer, as defined by IC 4-2-6-1(a) (9), (a) (18) and (a) (19), respectively.

A. The Contractor covenants that it neither has, nor will it have, a direct or indirect financial interest by way of an interested party in any other contract connected or associated with this Contract. The Contractor further represents and warrants that no state employee, who is an interested party of the Contractor as sole proprietor, or who serves as an officer, director, trustee, partner or employee of the Contractor as a legal business entity, participated in any decision or vote of any kind in the award of this Contract. As such and by the execution of this Contract, the Contractor represents and warrants that the result of this Contract does not and will not create a conflict of interest under IC 4-2-6-9 or IC 4-2-6-10.5.

B. The State may cancel this Contract, without recourse by the Contractor, if an interested party is a state employee and a violation of IC 4-2-6-9 or IC 4-2-6-10.5 has occurred.

C. The State will not exercise its right of cancellation under Section B above, if the Contractor provides the State an opinion from the State Ethics Commission indicating that the existence of this Contract and the employment by the State of the interested party does not violate any statute or rule relating to ethical conduct of state employees. The State may take action, including cancellation of this Contract, consistent with an opinion of the State Ethics Commission obtained under this Section.

D. The Contractor has an affirmative obligation under this Contract to disclose to the State when an interested party is or becomes a state employee. The obligation under this section extends only to those facts that the Contractor knows or reasonably should know.

3. Licensing Standards. The Contractor and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The State shall not be required to pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, or if disciplinary action is taken against the applicable licensure, certification or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

4. Contractor's Certification. The Contractor certifies that all information and documentation submitted by it in its Application for Prequalification Certification, the Contractor's Proposal and submitted in response to the Project, is true, accurate and complete as of the date of this Contract's effectiveness. The Contractor shall immediately notify the State of any material change to such information. The Contractor shall immediately notify the State if, during the course of performance of this Contract, it or any of its principals are proposed for debarment or ineligibility, or become debarred or declared ineligible, from entering into contracts with the federal government or any department, agency or political subdivision of the State.

5. Contractor Employee Drug Testing. Pursuant to IC 4-13-18, the Contractor shall implement the employee drug testing program submitted as part of its Contractor's Proposal. The State may cancel this Contract if it determines that the Contractor:

- A. Has failed to implement its employee drug testing program during the term of this Contract;
- B. Has failed to provide information regarding implementation of the Contractor's employee drug testing program at the request of the State; or
- C. Has provided to the State false information regarding the Contractor's employee drug testing program.

6. Access to Records. The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

7. Assignment; Successors. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

8. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

9. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, et. seq. and audit guidelines specified by the State.

Following the expiration of this Contract, the Contractor shall arrange for a financial and compliance audit of funds provided by State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The Contractor is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Contractor's fiscal year. Contractor agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Contractor, and not of a parent, member, or subsidiary corporation of the Contractor, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the Contractor is not out of compliance with the financial aspects of this Contract.

If there are Federal funds involved in this contract, the State also considers the Contractor to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Contract. However, 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.

10. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

11. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

12. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. 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 IC §4-2-6, et seq., IC §4-2-7, et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC 4-2-6 10.5 prior to the execution

of this contract. 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 Inspector General's website at <http://www.in.gov/ig/>. 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 IC §§4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC §5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) The Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

- (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
- (ii) IC §24-5-12 [Telephone Solicitations]; or
- (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) The Contractor will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) Has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) Will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

13. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state or local statute, ordinance, rule or regulation.

14. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

15. Continuity of Services.

- A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:
 - 1. Furnish phase-in training; and
 - 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

- B. The Contractor shall, upon the State's written notice:
 - 1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
 - 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

- C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

- D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

16. Debarment and Suspension.

- A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

- B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes

debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

17. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination.

18. Disputes.

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.
- C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within 30 business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within 30 business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.
- D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.
- E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.
- F. This paragraph shall not be construed to abrogate provisions of Ind. Code 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with Ind. Code 4-6-2-11, which requires approval of the Governor and Attorney General.

19. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

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

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

- A. The Contractor does not knowingly employ an unauthorized alien.
- B. 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.
- C. 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.
- D. 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.

Pursuant to IC 5-16-13: The contractor shall submit, before work begins the E-Verify case verification number for each individual who is required to be verified under IC 22-5-1.7. An individual who is required to be verified under IC 22-5-17 whose final case result is final nonconfirmation may not be employed on the public works project.

A contractor may not pay cash to any individual employed by the contractor for work done by the individual on the public works project.

A contractor must be in compliance with the federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201-209) and IC 22-2-2-1 through IC 22-2-2-8. A contractor must be in compliance with IC 22-3-5-1 and IC 22-3-7-34. A contractor must be in compliance with IC 22-4-1 through IC 22-4-395. A contractor must be in compliance with IC 4-13-18-1 through IC 4-13-18-7.

21. Employment Option. If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the State or the employee.

22. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

23. Funding Cancellation. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of SBA that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

24. Governing Laws. This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

25. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

26. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall **not** provide such indemnification to the Contractor.

27. Independent Contractor. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

28. Information Technology Enterprise Architecture Requirements. If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

29. Insurance.

A. The Contractor and their subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverage's (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$500,000 per person and \$2,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
2. Automobile liability for owned, non-owned and hired autos with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
3. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

- B. The Contractor's insurance coverage must meet the following additional requirements:
 - 1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
 - 2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
 - 3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
 - 4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
 - 5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.
- C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.
- D. After June 30, 2015, this entire Article will apply to any contractor that will be on the construction site pursuant to IC 5-16-13 and an acceptable certificate of insurance will be provided by each and every contractor.

30. Key Person(s).

- A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.
- B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in Sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are: N/A

31. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, except by written agreement signed by all necessary parties.

32. Minority and Women's Business Enterprises Compliance. Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan. The following certified MBE or WBE subcontractors will be participating in this Contract:

<u>MBE/WBE</u>	<u>PHONE</u>	<u>COMPANY NAME</u>	<u>SCOPE OF PRODUCTS and/or SERVICES</u>	<u>UTILIZATION DATE</u>	<u>PERCENT</u>
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Terms for participation are as provided in the Contractor's Proposal to the State's request for participation, which are described and captured in the Contract Documents.

A copy of each subcontractor agreement must be submitted to IDOA's MBE/WBE Division within thirty (30) days of the effective date of this Contract. Failure to provide a copy of any subcontractor agreement will be deemed a violation of the rules governing MBE/WBE procurement, and may result in sanctions allowable under 25 IAC 5-7-8. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA's MBE/WBE Division before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to MBE/WBE Division subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as "Pay Audit." MBE/WBE Division subcontractor payments shall also be reported to the Division as reasonably requested and in a format to be determined by Division.

33. Nondiscrimination

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, 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.

34. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

- A. Notices to the State shall be sent to: Public Works Divisions, Director
Indiana Department of Administration 402 W
Washington St Room W467
Indianapolis, IN 46204
- B. Notices to the Contractor shall be sent to: **[INSERT CONTRACTOR NAME]**
[INSERT CONTRACTOR ADDRESS]
- C. As required by IC 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

35. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) the Project Bid Package, (3) attachments prepared by the State; (4) Contractor's Proposal; and (5) attachments prepared by the Contractor. All of the foregoing are incorporated fully by reference. All attachments, and all documents referred to in this paragraph are hereby incorporated fully by reference.

36. Ownership of Documents and Materials. All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the State and all such materials will be the property of the State. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the work product during the term of this Contract.

37. Payments.

- A. All payments shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.
- B. The State Budget Agency and the Contractor acknowledge that Contractor is being paid in advance for the maintenance of equipment and / or software. Pursuant to IC §4-13-2-

20(b)(14), Contractor agrees that if it fails to perform the maintenance required 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.

38. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC §5-17-5, IC §34-54-8, IC §34-13-1 and IC § 34-52-2-3.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

39. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

40. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

41. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.

42. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

43. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

44. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

45. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that the Indiana Department of Administration shall be deemed to be a party to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

46. Termination for Default.

- A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:
 - 1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
 - 2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract.

- B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

- C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

47. Travel. No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

48. Indiana Veteran’s Business Enterprise Compliance. Award of this Contract was based, in part, on the Indiana Veteran’s Business Enterprise (“IVBE”) participation plan. The following IVBE subcontractors will be participating in this Contract:

VBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES UTILIZATION	DATE	PERCENT
N/A					

A copy of each subcontractor agreement must be submitted to IDOA within thirty (30) days of the effective date of this Contract. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA’s MBE/WBE Division before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to IVBE subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as “Pay Audit.” IVBE subcontractor payments shall also be reported to IDOA as reasonably requested and in a format to be determined by IDOA.

49. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State’s review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor’s negligent performance of any of the services furnished under this Contract.

50. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

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CONTRACTOR'S BID DOCUMENT
 STATE OF INDIANA BID
 ON SERVICE/MAINTENANCE OR REPAIRS/ALTERATIONS
 ESTIMATED AT LESS THAN \$150,000

Requisition/Project No.: 286-24-04925 RT
Title: PREVENTATIVE MAINTENANCE FOR THE RADIO TOWERS
Institution: Integrated Public Safety Commission

Contractor hereby agrees to furnish all labor and material to complete the work described in the bid documents all of which are incorporated herein by reference. The work to be performed under this Contract shall be started within ten (10) days after the last signatory to this Contract. The work shall be completed in 365 calendar days. If no days are indicated then the completion time will be 90 days.

	Amount In Numbers	Amount In Words	
BASE BID	\$		
Alternate Bid 1 (+/-/none)	\$		

By signing this bid the bidder hereby affirms, under penalty of perjury, the acceptance of all terms set out in these bid documents including terms of the Solicitation for Bids, the Instructions for Bidding and the General Conditions including terms of Non-Discrimination, Drug Free Work Place, Employment Eligibility Verification and Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.

Firm Name: _____
 Address: _____
 City/State/Zip: _____

MBE: _____ YES _____ NO
 WBE: _____ YES _____ NO
 IVBE: _____ YES _____ NO

Signature: _____

Email address: * _____

* Must be the person who signs and receives the contract and purchase order

Printed Name: _____

Mobile Phone Number:** _____

** This must be a cell phone number

Printed Title: _____

Federal ID Number: _____

Bidder ID Number _____

(If you do not have an Indiana Department of Administration Bidder ID Number, please obtain one online at: <http://www.in.gov/idoa/2464.htm>)

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SUPPLEMENTARY GENERAL CONDITIONS
RENEWABLE PREVENTATIVE MAINTENANCE CONTRACTS

A. GENERAL

1. Site Access

The Institution will provide reasonable means of access to all equipment covered by this agreement. The Maintenance Contractor will be free to start and stop all primary equipment incidentals to the operation of the system as arranged with the Institution's Physical Plant Director or Representative.

2. Site Security

Contractor shall perform the work to accommodate the Institution's Security and Occupancy requirements and coordinate the schedule and operations with the Physical Plant Director or Agency Representative.

3. Codes

The Work shall be performed in accordance with local or national codes which may govern the requirements of the Agreement.

4. Qualified Personnel

The Contractor shall directly employ trained mechanics qualified to keep all building equipment or systems covered by this Agreement operating properly.

5. Device Definition

Where a device or part of the equipment is herein referred to in the singular number, it is intended that such reference shall apply to as many such devices or parts as are required to completely service the equipment.

6. Entity Definition

The terms Contractor, Owner, Subcontractor, etc are referred to throughout this document in singular form and masculine gender and means that entity or an authorize representative.

7. Warranty Administration

a. The Contractor shall, through coordination with the Institution personnel, identify equipment and components covered in this agreement that are under warranty. Preventative maintenance on equipment or components that are under warranty will be performed under this contract.

- b. The Contractor shall administer all warranties in force and all preventative maintenance work shall be performed in a manner which will not void the warranty provisions.

B. WORK NOT COVERED IN THIS AGREEMENT

1. Listed Systems

The specification covers only that equipment or systems as listed herein and in the event the system is altered, changed, or added to, then that portion shall be exempt from this work. Such changes may be added or deleted from the Work of the Agreement by Change Order, which requires the consent of the Contractor.

2. Change of Scope

The Contractor shall not be required to make additional safety tests, install new devices or make modifications to any equipment to comply with the recommendations or directives of insurance companies, governmental bodies or for other reasons unless required in the specifications.

4. Cutting and Patching

Cutting and patching of walls when required to make repairs on concealed piping or wiring is not within the scope of work.

C. RENEWING THE AGREEMENT

1. Terms

The State of Indiana may, but is not obligated to, offer this contract with the same terms and conditions except price each year for an additional three (3) years upon mutual agreement of all parties. An adjustment of the annual contract amount may be made at the end of each year this agreement is in force.

2. Notice of Renewal

When funds are made available, a Renewal Notice will be sent to the Contractor for completion. Execution of the Renewal Notice and the implementation of a Purchase Order shall cause continuation of the Agreement.

D. CONTRACT TERMINATION

This contract shall be automatically terminated on the end date indicated unless renewed as stated in Article C.

E. CONTRACT CLOSEOUT

The Agency or Institution will conduct a contract closeout inspection ninety (90) days prior to the contract end or renewal date and provide the Contractor with an "Existing Deficiency List" sixty (60) days prior to the contract end or renewal date. The Contractor will have until thirty (30) days prior to the contract end or renewal date to correct all deficiencies.

F. PAYMENT

1. Arrears

The contract price, as bid, shall be payable in arrears, in equal increments or as prescribed by the specifications or Purchase Order.

2. Notice to Proceed

Upon execution of the contract, the Contractor will be notified to proceed. Forms and instructions for submitting payment will be sent to the Contractor upon execution of the Purchase Order. The Contractor may not bill for work completed until the Purchase Order is received.

PREVENTATIVE MAINTENANCE & INSPECTION SPECIFICATIONS
COMMUNICATIONS TOWER SERVICES
(non IPSC owned tower sites)

1.0 Scope of Work

- 1.01 The Contractor may be asked to perform tower climbing services as needed to install and or remove 800 MHz antenna systems that include: antennae, transmission lines, connectors, jumpers, and tower top amplifiers. The Contractor shall provide all labor, and supervision for specified work. Vendors must consider that much of the proposed work will be in response to a failure or damage resulting from weather incidents. If this work is considered by the vendor to be “emergency services” outside the scope of what is considered “periodic tower climbing services”, then pricing should reflect an additional charge to the contract.
- 1.02 The minimum number of planned inspections at each tower shall be one (1) per year.
- 1.03 The Contractor shall provide an estimated inspection schedule for all listed sites.
- 1.04 **Work shall be bid as an annual lump bid amount, broken down to a per site inspection charge. Billable monthly for completed site inspection and all required documentation. A copy of the completed site inspection report shall be submitted with the monthly invoice.**
- 1.05 The Contractor shall perform an annual detailed inspection of each site to include transmission lines, jumpers, connectors, ground kits, and clamps, as well as the tower, its guy wires, anchors and exposed grounding connections to the building, tower, fencing etc., (See note below). Contractors shall affect temporary repairs as deemed necessary, and document any repairs that will be more extensive, or beyond the temporary repair work performed at the initial inspection. Although the towers are typically owned by a third party, the annual inspection report shall include the results of checks for color fading and peeling of paint, rust and plating deterioration on galvanized towers. The FAA paint fade tolerance chart shall be the guide as to determine the degree of fading. Contractors are to provide paint fade tolerance charts for each site crew.

General condition of the site is also to be noted for vegetation, debris and access.

Pictures of the outside condition of the IPSC radio shelter, including roof, are also to be taken and sent with the inspection report.

NOTE: The inspections of antennae, transmission lines, jumpers and tower top amplifier equipment are limited to that which is connected to the Project Hoosier SAFE-T system, and equipment shelter at the base of the tower.

Other requirements stipulated herein include only the tower, guy anchors, ground connections etc, and not any equipment related to other tenants who may occupy space on the compound.

- 1.06 Each communication site visit shall be prescheduled and directed from a maintenance management program initiated and maintained by the Contractor. The Contractor shall provide a monthly schedule to IPSC Field Service & Support with anticipated inspection dates.
- 1.07 Contractor shall notify the IPSC ICC at 317-234-1540 of site arrival and site departure.
- 1.08 Climbers capable of climbing the entire height of the tower shall perform all elevated tower work. Climbers or Contractor shall supply all equipment, tools and materials required to perform the task safely. *(This includes OSHA approved climber safety equipment including safety harness, safety lanyards, trolleys for climb safety cable or rail system and hardhat.)* All work shall be performed in accordance with current OSHA guidelines.
- 1.0.6 All communication sites are secured by perimeter fencing. No Contractor shall enter these premises without notification of the IPSC ICC at 317-234-1540. Some communication sites are shared with other state agencies (Indiana State Police, Indiana Department of Transportation) that have equipment installed on these shared tower facilities. Special arrangements for access to these sites are required. These sites are noted later in this specification document.
- 1.07 Heightened security at all sites requires that employees of the contractor carry identification cards issued by the Contractor. Information shall include, at a minimum, the contractor's name, address, and the employee's name. In addition, each employee shall have either a valid driver's license or a valid government issued picture ID card (for non-drivers) available. The contractor shall supply a list of personnel who will be at an Integrated Public Safety Commission sites at least 24 hours prior to the start of work at the site. Prior approval is necessary for the use of subcontractors. If the Contractor uses a sub-Contractor, that sub-Contractor shall have a similar ID card available for each employee working under the contractor. The sub-Contractor's foreman or supervisor shall have a copy of the agreement or a letter from the contractor on contractor's letterhead available for inspection at the site, stating that the sub-contractor is working on behalf of the contractor.
- 1.08 All work, except that which is required under "emergency services", shall be performed during normal Agency working hours. (8:00 a.m. – 4:30 p.m., Monday through Friday)
- 1.09 Periodically, the tower contractor will be required to work with the radio maintenance contractor to troubleshoot antenna systems. Payment for these

services shall be at the standard quoted hourly rates climbing services. These periodic climbing services shall not be considered part of any “emergency services” plan proposed. The number of personnel assigned to climbing services in this section shall be approved by the Agency before the climb is authorized.

- 1.10 All inspection reports shall be accurate and reviewed by knowledgeable contractor’s staff before delivery. The signature of the foreman of the crew performing the work shall appear on these documents. Reports shall indicate the scope of work performed, any conditions requiring further attention, pictures of those conditions along with radio equipment structure. The inspection reports are to be forwarded to the Integrated Public Safety Commission, Field Service and Support Supervisor, at the Agency Representative contact information detailed below.

2.0 Agency Representative & Alternate Contact

Eric DeVoe, Field Service & Support Supervisor
Integrated Public Safety Commission
EDeVoe@ipsc.in.gov
128 South Park Blvd
Greenwood, IN 46143
463-237-0188

Venisha Warren, Director of Operations
Integrated Public Safety Commission
Indiana Government Center North, Suite N825
100 N. Senate Avenue
Indianapolis, IN 46204
317-778-6096

3.0 Emergency Service

- 3.01 The Contractor shall be available to provide “emergency service” to include labor and supervision, to perform antennae systems de-installation and installation work. This work will normally involve a cooperative effort between the Contractor and the communications maintenance contractor. The Contractor shall respond to any request for emergency repair as follows:
- a. immediately for circumstance endangering life or property.
 - b. within three (3) hours where acceptable levels of equipment performance are compromised.
 - c. within twenty-four (24) hours for other circumstances as determined by the Agency Representative.
- 3.02 The Contractor shall explain offerings for “emergency services” work to be performed.

- 3.03 Upon arrival at the site, the Contractor shall determine services required, advise the Agency Representative of the expected cost of repair, and proceed with work only after receiving prior authorization by the Agency Representative.
- 3.04 The Agency reserves the right to solicit additional quotation for “emergency services”.
- 3.05 Antennae, transmission lines, connectors, jumpers, tower top amplifiers and mounting assemblies are procured via the communication system maintenance vendor and will be acquired separately.
- 3.06 The Contractor shall de-install and install affected equipment. All parts to be supplied by the Contractor, if any, shall be new, and produced by the original manufacturer. If parts cannot be replaced with the original manufacturer’s product, due to not fault of the Contractor, parts may substitute upon approval of the Agency Representative.
- 3.07 The Agency reserves the right to maintain ownership of any salvageable component/part/assembly if a component/part/assembly is replaced. Non-salvageable items become the property of the contractor and shall be removed from the communication site.

4.0 Inspection Procedures

- 4.01 Contractor shall perform the annual tower inspection as early in the year as possible. Contractor must inspect the tower structure, cadweld ground connections at the base of the tower, perimeter fence, and ice-bridge, as well as check for damage, loose joints or shifting. Contractor must also inspect transmission lines for cracks, loose ties, and connectors; inspect and tighten all loose antenna mounts as necessary; and inspect coaxial cable ties and replace missing defectives with Thomas and Betts Tefzel TYZ27M ties. No more than thirty (30) ties per tower per annual inspection and service are to be replaced at the Contractor’s expense.
- 4.02 Towers shall be inspected for structural integrity, to include inspection of all bolts, member fractures; bends faulty welds and rust damage. Any found to be in unsatisfactory condition shall be noted on the inspection report. Inspect the tightness of anchor bolts at the base of each tower; inspect open drain holes in the tower structure and note anomalies on the inspection report. Foundation and guy anchors shall be inspected for bending and fractures, inspect concrete tower foundations for cracking, settling, and spalling. Inspect guy anchor foundations for cracking, weathering, and spalling. All exothermal weld joints shall be inspected, to include Attachment of ground wire to tower members, guy wire and or rods. The tower shall be measured for structure plumbness using a transit (guyed towers only, self-supporting towers when requested). Two points approximately 90 degrees apart shall be measured. Record the deviation at each

guy attachment point. No realignment shall be performed as part of this contract for services.

- 4.03 Contractors shall measure guy wire tension and record on the inspection form as appropriate. Inspection form details shall include the current temperature and wind velocity and direction at the time of tension measurement. Contractor shall inspect turnbuckles for fractures and slippage; inspect guy cable clamps for security and slippage; check turnbuckle cable safeties and guy wire dead ends. Contractor shall also visually inspect guy wire with binoculars for broken strands or insulators. The tower, all antennas, guy plate rods, turnbuckles and wires shall be inspected for rust, galvanic action or flaking and note on inspection report as appropriate. The inspection report shall contain a general comment as to the condition of the tower paint, note rust on a scale of 1:10, with 1 being very minor; 5 being moderate and 10 being major. The report must also compare paint to the paint fade tolerance chart as indicated previously in this specification and must list the condition of the aviation white paint.
- 4.04 Contractors are to make temporary repairs to any broken grounds, tighten loose bolts or fasteners found, replace any cable ties on lines that have come loose from the tower and make note for detailed inspection later. Contractor must document all work performed on the required inspection report.
- 4.05 Photographs shall be taken at each tower site of the tower structure and radio equipment structure. Identified problems photographed shall include the exact location on the tower and the tower site location depicted in the photograph.

5.0 Tower Locations

5.01 The table indicates the current tower locations. See attached

6.0 Terms of the Agreement

The first year of the agreement shall begin as stated in the contract.

The length of the agreement is three hundred and sixty-five (365) days.

END

Site Name	Lat-DD	Long-DD	Address	City	Zip	County
Letts	39.23622412	-85.56715268	6861 S County Rd 465 W	Greensburg	47240	Decatur
Hammond (Lake Simul)	41.61654634	-87.5168612	521 Fayette Street	Hammond	46320	Lake
Cedar Lake (St.John) - (Lake Simul)	41.40591339	-87.44860938	9405 117th Ave.	Cedar Lake	46303	Lake
Gary (Lake Simul)	41.55415804	-87.37370203	2701 W. 35th Ave.	Gary	46408	Lake
New Carlisle / St. Joseph Prime site	41.71183497	-86.45197752	53900 Snowberry Road (Prime Site)	New Carlisle	46552	St. Joseph
South Bend	41.66286612	-86.25441991	324 W. Garst Street	South Bend	46601	St. Joseph
Mishawaka North (water tower)	41.71695197	-86.18501582	715 W University Drive	Mishawaka	46545	St. Joseph
Mishawaka South	41.63581515	-86.18673063	1330 W Inwood Rd	Mishawaka	46544	St. Joseph
Lakeville (new site built by county - in service 2018)	41.52847114	-86.26600001	19682 Pierce Road	Lakeville	46536	St. Joseph
North Liberty (water tower)	41.53183367	-86.42473537	300 S Main Street	North Liberty	46554	St. Joseph
Patriot	38.870279	-84.85055	40 Meades Ridge Road	Patriot	47838	Switzerland
Dalton	39.98211045	-85.16880933	15583 Massey Road	Hagerstown	47346	Wayne
Madison	38.76086176	-85.41053659	1103 Green Road	Madison	47250	Jefferson
Hortonville	40.08720806	-86.15678368	302 E. 206th Street	Sheridan	46069	Hamilton
St. Leon	39.32171031	-84.95903417	8109 St. Peters Rd.	Brookville	47012	Dearborn
Lawrenceburg	39.09313034	-84.88403191	20 Wolf Run Road	Lawrenceburg	47025	Dearborn
Rising Sun	38.95061381	-84.88095017	5430 Dutch Ridge Road	Rising Sun	47040	Ohio
Vevay	38.75472431	-85.07754553	12 Rader Lane	Vevay	47043	Switzerland
Rabbit Hash	38.0329551	-85.9643564	11485 Keen Hill Road SE	Elizabeth	47117	Harrison
Elkhart	41.62170089	-85.96046047	25802 CR 26	Elkhart	46517	Elkhart
Lebanon / Boone Prime	40.03190759	-86.45000523	1905 Indianapolis Ave.	Lebanon	46052	Boone
Thorntown (Water Tower)	40.1278076	-86.61890529	1217 1/2 W Main Street	Thorntown	46071	Boone
Zionsville	39.9442215	-86.24256815	11100 Andrade Dr	Zionsville	46077	Boone
Jamestown (Water Tower)	39.93030756	-86.62470527	631 N High Street	Jamestown	46147	Boone
Charlestown	38.41933955	-85.66989089	10109 Highway 62	Charlestown	47111	Clark
Plymouth	41.32024194	-86.27393125	11120 11th Road	Plymouth	46563	Marshall
Brookville	39.45778165	-85.00818293	11149 Keeler Rd.	Brookville	47012	Franklin
North Webster	41.31037572	-85.70010712	5114 N. 750 E.	North Webster	46555	Kosciusko
Guilford	39.22743827	-84.94032565	24575 State Rt 1	Guilford	47022	Dearborn
Lagrange	41.62962566	-85.41379836	0865 South State Road 9	Lagrange	46761	Lagrange
Aurora	39.03348564	-84.96822621	10995 Marsh Road	Aurora	47001	Dearborn
Ligonier	41.48373876	-85.59500279	9144 N CR 900 W/ 9474 N 900 W	Ligonier	46767	Noble
Batesville	39.26845008	-85.21794359	13161 N Delaware Rd	Batesville	47006	Ripley
Jefferson	38.76045833	-85.31605364	3816 Pleasant Ridge Road	Madison	47250	Jefferson
Auburn	41.36952027	-85.00950753	4495 CR 35 / 113 Court St.	Auburn	46706	Dekalb
Greensburg	39.31516345	-85.48749184	1388 South County Road 60 South West	Greensburg	47240	Decatur
Fort Wayne	41.10370462	-85.17889272	3204 Clairmont Ct.	Fort Wayne	46804	Allen
North Vernon	39.00805279	-85.63262866	1507 N. State	North Vernon	47265	Jennings
Columbia City	41.15572085	-85.4714003	222 South Towerview Dr.	Columbia City	46725	Whitley
Columbus	39.19717689	-85.96057022	3545 W. Two Mile Road	Columbus	47201	Bartholomew
Rochester	41.02531876	-86.22506002	2033 SR 25	Rochester	46975	Fulton
Brownstown	38.90399444	-86.18043822	7591 W County Road 200	Brownstown	47260	Jackson
Wabash	40.8205448	-85.80244191	1169 Manchester Ave.#3	Wabash	46992	Wabash
Danville	39.79197498	-86.55040703	APPROX. 1 MILE NW OF INTERSECTION OF SR 236 & SR 38	Danville	46122	Hendricks
Plainfield (Water Tower)	39.70170845	-86.37104725	4010 Clarks Creek Rd.	Plainfield	46168	Hendricks
Brownburg (Hendricks Prime)	39.8183809	-86.37760707	ON RD 400N .04KM E OF CO RD 800	Brownburg	46112	Hendricks
Belleville (Clayton)	39.68103822	-86.48335318	5485 S County Road 200 E	Clayton	46118	Hendricks
Huntington	40.91586119	-85.45633403	291 W CR 600 N	Huntington	46750	Huntington

Site Name	Lat_DD	Long_DD	Address	City	Zip	County
Fleenerstown	38.640784	-85.989323	6455 E Fire Tower Road	Salem	47167	Washington
Salem	38.65063832	-86.13822534	2775 Water Tower Road	Salem	47167	Washington
Bluffton	40.74000778	-85.19530492	1625 W. Cherry/128 E. Market #102	Bluffton	46714	Wells
Pekin	38.49757103	-85.97116819	7478 E Hurst Road	Pekin	47165	Washington
Decatur	40.80088198	-84.94331431	334 W. 400 N	Decatur	46733	Adams
Corydon	38.24500727	-86.19500501	3858 Green Valley Rd.NW	Corydon	47112	Harrison
Hartford City	40.42623407	-85.36849362	1673 State Rd. 3	Hartford City	47348	Blackford
Carefree (Leavenworth)	38.23336232	-86.37950366	7592 S. Ramsey Lane	Leavenworth	47137	Crawford
Marion	40.61553246	-85.64647859	4351 North Huntington Road	Marion	46952	Grant
Paoli	38.54980737	-86.50766216	490 S. CR 275 W.	Paoli	47454	Orange
Kokomo	40.47281553	-86.16372233	1130 S.Dixon Rd./1619 W. Detenbaugh	Kokomo	46902	Howard
French Lick	38.53979282	-86.65480675	1109 S 1050 W	French Lick	47432	Orange
Tipton	40.30282228	-86.07875583	3449 W Division Road	Tipton	46072	Tipton
Birdseye	38.29355133	-86.71329645	10320 E Conservation Club Road	Birdseye	47513	Dubois
Logansport	40.78167888	-86.37658888	1273 N SR 17	Logansport	46947	Cass
St. Meinrad	38.21071771	-86.67480978	25323 Cottonwood Road	Bristow	47515	Perry
Somerset (La Fontaine)	40.65958656	-85.82778967	11444 State Road 13	La Fontaine	46940	Wabash
Martinsville	39.43833542	-86.41810017	925 N. Lincoln Hill LN N	Martinsville	46151	Morgan
Shelbyville (Shelby Prime)	39.50525951	-85.79699217	1350 McKay Road	Shelbyville	46176	Shelby
Geneva (Flat Rock)	39.40140751	-85.69420496	8493 South 475 East	Geneva	47272	Shelby
Fairland	39.60810383	-85.86954031	4835 W 600 N	Fairland	46126	Shelby
Morristown	39.65814051	-85.700706	9068 North Morristown Road	Morristown	46161	Shelby
Spencer	39.28500743	-86.83280528	365 Hancock School Road	Spencer	47460	Owen
Linton	39.03027781	-87.17763901	12576 W 40 N	Linton	47441	Greene
Bass Lake (Ober)	41.21992695	-86.56174182	5620 S. 700 E.	Knox	46534	Starke
Solsberry	39.05281454	-86.7085812	12643 E Sparks Rd	Solsberry	47459	Greene
Winamac	41.04146633	-86.51547303	956 S 450 E	Kewanna	46939	Pulaski
Knights Ridge	39.13338753	-86.44158069	3445 South Knight Ridge Road	Bloomington	47401	Monroe
Morocco	40.93892774	-87.44298934	2595 W SR114	Morocco	47963	Newton
Bedford	38.92810738	-86.53810517	State Road 37 & Trogdon	Bedford	47421	Lawrence
Fowler	40.62337094	-87.34587921	1281 W. SR18	Fowler	47944	Benton
Bramble (Loogootee)	38.79060734	-86.91500526	CR 50S, RR3 Box 375	Loogootee	47553	Martin
Monticello	40.73257196	-86.72437145	12730 N 1025 W	Monticello	47960	Carroll
Shoals	38.69222508	-86.80746454	13433 N. SR 450	Shoals	47581	Martin
Flora	40.5442139	-86.52004903	302 E Elizabeth St	Flora	46929	Carroll
Vincennes	38.65157006	-87.47713209	3434 E Tower Road	Vincennes	47591	Knox
Attica	40.28231763	-87.2215335	877 SR 28E	Attica	47918	Fountain
Augusta	38.32801962	-87.18484961	6361 S. Old State Rd. 64	Winslow	47598	Pike
Crawfordsville	40.05311601	-86.89254874	920 Whitlock Ave.	Crawfordsville	47938	Montgomery
Princeton	38.39004482	-87.57319211	2300 N. Tower Lane	Princeton	47670	Gibson
Frankfort	40.27933651	-86.53451887	230 Akers St.	Frankfort	46041	Clinton
Fremont / Prime Site	41.69210554	-84.933425	3325 North 300 East	Fremont	46737	Steuben
Jimmerson Lake	41.70102394	-85.07321541	4125 North 425 West	Angola	46703	Steuben
Hamilton Lake	41.56025765	-84.90894246	197 Lane 101A	Hamilton Lake	46742	Steuben
Clear Lake (Motorola calls it "Old SR1")	41.64542124	-84.84042038	132 N. Old State Road #1	Angola	46703	Steuben
Angola	41.62092665	-85.02053671	1475 S. 150 W.	Angola	46703	Steuben
Ashley	41.54009172	-85.06173475	3795 CR 700 S	Ashley	46705	Steuben
Flint (Orland)	41.64810616	-85.15031698	8499 West 50 N	Angola	46703	Steuben

Site Name	Lat-DD	Long-DD	Address	City	Zip	County
Santa Claus	38.08832461	-86.94103284	6015 E. CR 1400 N.	Lamar	47750	Spencer
Union City	40.19355483	-84.82858301	301 S. Jackson Pike	Union City	47390	Randolph
Cannelton	37.91629231	-86.71743042	5415 Shady Rd.	Cannelton	47520	Perry
Richmond	39.82797236	-84.91741371	50 South West 11th St.	Richmond	47374	Wayne
Boonville Water Tower	38.04707832	-87.28192534	624 W Elm Street	Boonville	47601	Warrick
New Castle	39.94020597	-85.38971337	202 West CR 50 N	New Castle	47362	Henry
Yanketown	37.91675049	-87.33501918	4600 Darlington Road	Newburg	47530	Warrick
Wilkinson	39.85956841	-85.61725538	9940 East 500 North	Wilkinson	46186	Hancock
Patronville	37.89680656	-87.11523818	594 N. CR 350 W.	Rockport	47635	Spencer
Greenfield	39.78286404	-85.79430361	1649 W. Main Street	Greenfield	46140	Hancock
New Harmony	38.10888497	-87.91169482	4507 Penfold Rd	New Harmony	47631	Posey
Muncie	40.17212417	-85.40069306	2550 S. Sampson	Muncie	47302	Delaware
Marrs Center	37.92369955	-87.72850363	10481 Lower Mt Vernon Road	Mt Vernon	47620	Posey
Rushville	39.62011535	-85.406691274	595 N 200 East	Rushville	46173	Rush
Henderson	37.88720714	-87.51860537	8255 Wathan Lane	Henderson, Ky	42420	Henderson
Greenwood	39.6153923	-86.15640706	1686 Meridian Drive	Greenwood	46142	Johnson
Franklin	39.47493884	-86.07654524	1091 Hospital Road	Franklin	46131	Johnson
Edinburgh	39.35992184	-86.01672525	4593 E Hospital Road	Edinburgh	46124	Johnson
LaPorte / Prime Site	41.606505	-86.717708	1206 Michigan Avenue	LaPorte	46350	LaPorte
Wanatah (LaPorte Simul)	41.43615695	-86.84699486	7655 W. US 30	Wanatah	46390	LaPorte
Michigan City PD (LaPorte Simul)	41.71142363	-86.8839655	1201 E Michigan Blvd	Michigan City		LaPorte
Michigan City PD RF	41.71142363	-86.8839655	1201 E Michigan Blvd	Michigan City		LaPorte
Rolling Prairie (LaPorte Simul)	41.6650966	-86.56386588	7302 E 400 N	Rolling Prairie	46371	LaPorte
Kingsbury - KIP (LaPorte Simul)	41.50350955	-86.64637333	6961 S 3rd Line Road	Kingsbury	46350	LaPorte
Anderson	40.17516099	-85.67489554	4885 N. State Road 9	Anderson	46015	Madison
Bainbridge	39.7730529	-86.88757641	7838 N. US Hwy 231	Bainbridge	46105	Putnam
Georgetown	38.27885771	-85.95639683	537 Baylor Wissman Rd / 559 Baylor Wissman Rd	Georgetown	47122	Floyd
Bridgeton	39.67636178	-87.16460385	2360 CR 600 SOUTH	Rockville	47872	Parke
Elizabeth (Doolittle Hill)	38.17362154	-85.91336242	11350 Lotticks Corner Road Southeast	Elizabeth	47117	Floyd
Vigo, Riley (aka Cherry Street)	39.46665943	-87.41525525	201 Cherry Street	Terre Haute	47807	Vigo
Beanblossom	39.25352167	-86.25015344	4207 SR 135 N	Nashville	47448	Brown
Brazil	39.52310746	-87.13170539	307 West Church Street	Brazil	47834	Clay
Graysville	39.14060737	-87.52440547	6401 W. Co. Rd. 375 N.	Sullivan	47882	Sullivan
Paxton	39.01229528	-87.37314756	1865 E 500 South	Carlisle	47865	Sullivan
Dunes Park-Prime-Chesterton (Porter Simul)	41.63512739	-87.05633612	501 E US Highway 20	Porter	46304	Porter
Port - Burns Harbor - Port of Indiana (Porter Simul)	41.64103406	-87.15753774	100 Steel Drive	Portage	46368	Porter
Boone Grove Station #2 (Porter Simul)	41.43532414	-87.1706364	529 W Division Road	Valparaiso	46385	Porter
Hebron - Kouts (Porter Simul)	41.31732577	-87.1155296	254 W State Rd 8	Hebron	46341	Porter
Valparaiso (Porter Simul)	41.52356339	-87.01809779	236 E CR 600 N	Valparaiso	46383	Porter
Rensselaer	41.04702499	-87.12474037	4197 W 275N	Rensselaer	47978	Jasper
Lake Schafer	40.81208914	-86.77650734	4967 E CR 400 N	Monticello	47960	White
Knightstown (water tower)	39.80367151	-85.52414766	324 EAST NORTH STREET	Knightstown	46148	Henry
Middletown	40.05249822	-85.53384074	260 South 5th Street (HV1073 Middletown)	Middletown	47356	Henry
Delphi	40.55782266	-86.65227469	241 N Heartland	Delphi	46923	Carroll
Elkhart (Elkhart Simul)	41.621704	-85.960469	25802 CR 26	Elkhart		Elkhart
Goshen (water tower)	41.555646	-85.795974	2109 Caragana Court	Elkhart		Elkhart
Nappanee (water tower)	41.458669	-85.9995	2101 North Main Street	Nappanee		Elkhart
Middlebury	41.669055	-85.698967	Eugene Drive	Middlebury		Elkhart



IPSC P25 System Map

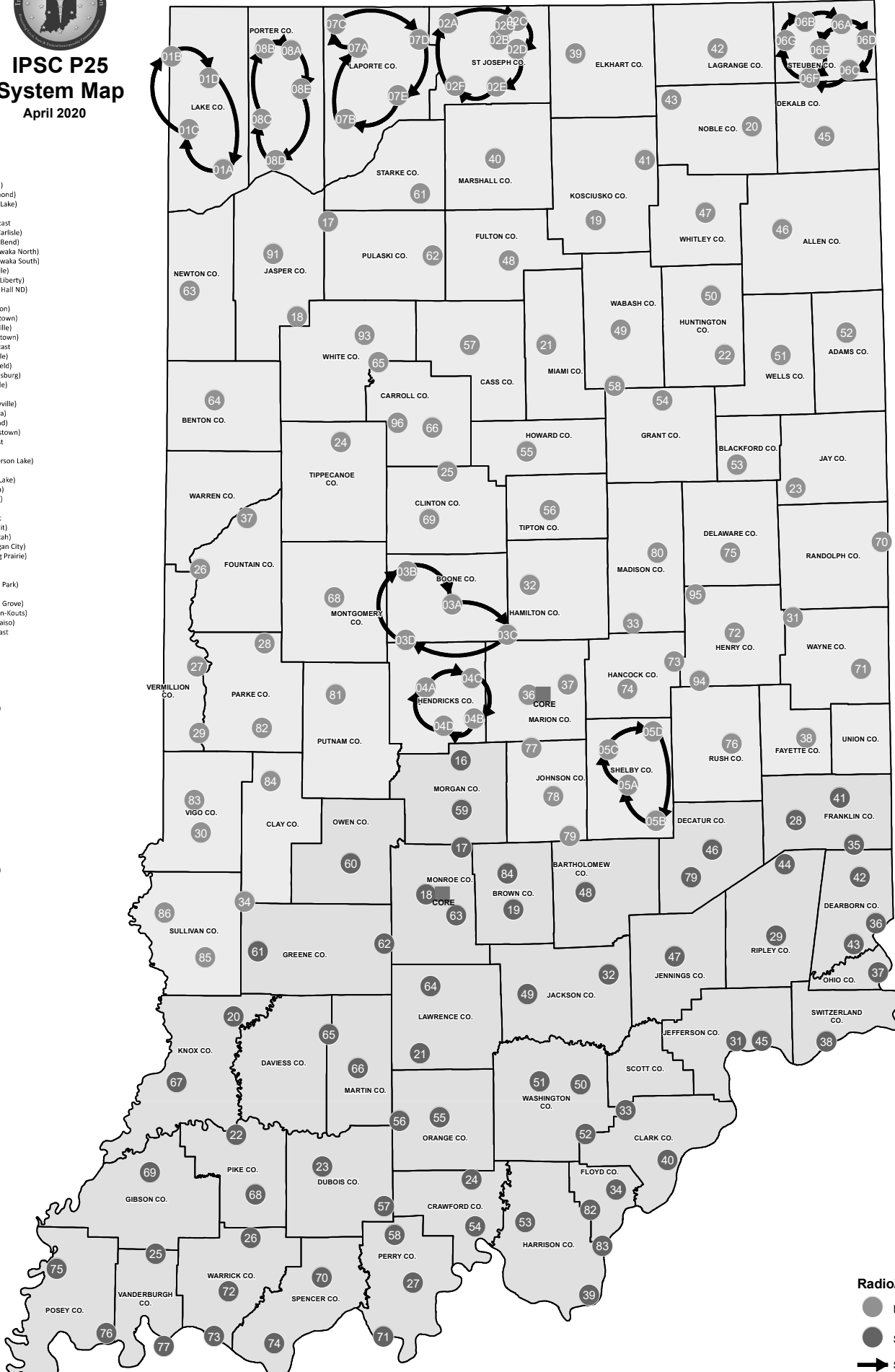
April 2020

NORTH ZONE

- 1 Lake Simulcast
 - 1A (Lowell)
 - 1B (Hammond)
 - 1C (Cedar Lake)
 - 1D (Gary)
- 2 St. Joseph Simulcast
 - 2A (New Carlisle)
 - 2B (South Bend)
 - 2C (Mishawaka North)
 - 2D (Mishawaka South)
 - 2E (Lakeville)
 - 2F (North Liberty)
 - 2G (Grace Hall ND)
- 3 Boone Simulcast
 - 3A (Lebanon)
 - 3B (Thornstown)
 - 3C (Zionsville)
 - 3D (Jamestown)
- 4 Hendricks Simulcast
 - 4A (Danville)
 - 4B (Plainfield)
 - 4C (Brownsburg)
 - 4D (Belleville)
- 5 Shelby Simulcast
 - 5A (Shelbyville)
 - 5B (Geneva)
 - 5C (Fairland)
 - 5D (Morristown)
- 6 Steuben Simulcast
 - 6A (Fremont)
 - 6B (Jimmerson Lake)
 - 6C (Hamilton)
 - 6D (Clear Lake)
 - 6E (Angola)
 - 6F (Ashley)
 - 6G (Fint)
- 7 LaPorte Simulcast
 - 7A (Summit)
 - 7B (Wanatah)
 - 7C (Michigan City)
 - 7D (Rolling Prairie)
 - 7E (KIP)
- 8 Porter Simulcast
 - 8A (Dunes Park)
 - 8B (Port)
 - 8C (Boone Grove)
 - 8D (Hebron-Kouts)
 - 8E (Valparaiso)
- TBD Elkhart Simulcast
 - 17 (Medaryville)
 - 18 (Monon)
 - 19 (Claypool)
 - 20 (Kendallville)
 - 21 (Peru East)
 - 22 (Warren)
 - 23 (Redkey)
 - 24 (West Lafayette)
 - 25 (Geetingville)
 - 26 (Covington)
 - 27 (Newport)
 - 28 (Marshall)
 - 29 (Clinton)
 - 30 (Terre Haute)
 - 31 (Dalton)
 - 32 (Hortonville)
 - 33 (Pendleton)
 - 34 (Jasnoville)
 - 35 (Putnamville)
 - 36 (C-C-N)
 - 37 (Indianapolis)
 - 38 (Connersville)
 - 39 (Elkhart)
 - 40 (Plymouth)
 - 41 (North Webster)
 - 42 (Lagrange)
 - 43 (Ligonier)
 - 45 (Auburn)
 - 46 (Fl. Wayne)
 - 47 (Columbia City)
 - 48 (Rochester)
 - 49 (Wabash)
 - 50 (Huntington)
 - 51 (Bluffton)
 - 52 (Decatur)
 - 53 (Hartford City)
 - 54 (Marion)
 - 55 (Kokomo)
 - 56 (Tipton)
 - 57 (Logansport)
 - 58 (Somerset)
 - 59 (Valparaiso)
 - 60 (Wanatah)
 - 61 (Bass Lake)
 - 62 (Winamac)
 - 63 (Morocco)
 - 64 (Bowler)
 - 65 (Monticello)
 - 66 (Flora)
 - 67 (Attica)
 - 68 (Crawfordsville)
 - 69 (Frankfort, WI)
 - 70 (Union City)
 - 71 (Richmond)
 - 72 (New Castle)
 - 73 (Wilkinson)
 - 74 (Greenfield)
 - 75 (Muncie)
 - 76 (Rushville)
 - 77 (Greenwood)
 - 78 (Franklin)
 - 79 (Edinburg)
 - 80 (Anderson)
 - 81 (Bainbridge)
 - 82 (Bridgeton)
 - 83 (Vigo)
 - 84 (Brazil)
 - 85 (Graysville)
 - 86 (Paxton)
 - 91 (Bensenville)
 - 93 (Lake Shafter)
 - 94 (Knightstown)
 - 95 (Middletown)
 - 96 (Delphi)

SOUTH ZONE

- 16 (Mooreville)
- 17 (Hindustan)
- 18 (Bloomington)
- 19 (Nashville)
- 20 (Edwardsport)
- 21 (Georgias)
- 22 (Petersburg)
- 23 (Jasper)
- 24 (Marengo)
- 25 (Evansville)
- 26 (Scalesville)
- 27 (Leopold)
- 28 (Peppertown)
- 29 (Versailles)
- 30 (Patriot)
- 31 (Madison)
- 32 (Seymour)
- 33 (Henryville)
- 34 (Floyds Knobs)
- 35 (St. Leon)
- 36 (Lawrenceburg)
- 37 (Rising Sun)
- 38 (Neway)
- 39 (Rabbit Hash)
- 40 (Charlestown)
- 41 (Brookville)
- 42 (Guilford)
- 43 (Aurora)
- 44 (Batesville)
- 45 (Jefferson)
- 46 (Greensburg)
- 47 (North Vernon)
- 48 (Columbus)
- 49 (Brownstown)
- 50 (Fleenerstown)
- 51 (Salem)
- 52 (Pekin)
- 53 (Corydon)
- 54 (Carefree)
- 55 (Pari)
- 56 (French Lick)
- 57 (Birdseye)
- 58 (St. Meinard)
- 59 (Martinsville)
- 60 (Spencer)
- 61 (Linton)
- 62 (Solsberry)
- 63 (Knight's Ridge)
- 64 (Bedford)
- 65 (Bramble)
- 66 (Shoals)
- 67 (Vincennes)
- 68 (Augusta)
- 69 (Princeton)
- 70 (Santa Claus)
- 71 (Cannelton)
- 72 (Booneville)
- 73 (Hancocktown)
- 74 (Pattonville)
- 75 (New Harmony)
- 76 (Marrs Center)
- 77 (Henderson)
- 79 (Letts)
- 82 (Baylor Wissman)
- 83 (Dolittle Hill)
- 84 (Beam Blossom)



LEGEND

- NORTH
- SOUTH
- Simulcast Sites
- COUNTY BOUNDARY

