



**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:

ELEVATOR PREVENTATIVE MAINTENANCE AND REPAIRS
Indiana War Memorial
431 North Meridian Street
Indianapolis, Indiana 46204
Project No: 315-24-01917 EL
Requisition No: 1917

**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) December 13, 2023
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Megan Kennemore 317-233-3758 11/27/2023

(Contact person and phone number)

Date

Bids will be opened via a public Teams Meeting on December 14th at 10am. Here is the link for the bid opening presentation:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NjYxYzE2OWQtMGJhZS00ZjY0LWlxYmEtOTAzMjVkZGVIMzE0%40thread.v2/0?context=%7B%22Tid%22%3A%222199bfba-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.: 315-24-01917 EL
Title: ELEVATOR PREVENTATIVE MAINTENANCE AND REPAIRS
Institution: Indiana War Memorial

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.

SCOPE OF WORK FOR ELEVATOR MAINTENANCE AND REPAIRS

1 GENERAL REQUIREMENTS

- 1.1 Contractor's Supplies and Equipment: Contractor shall furnish all equipment and supplies needed to carry out the preventative maintenance services specified at no additional charge to the State of Indiana. All equipment and supplies shall be capable of performing all operations in accordance with specifications.
- 1.2 Equipment and supplies safety: Prior to start of work, all contractor equipment shall be safety checked and conform to all OSHA regulations. The State of Indiana reserves the right to request the removal from the worksite of any supplies and/or equipment it deems does not meet codes or regulations. In addition, it may request the halt of any unsafe practices observed in carrying out the contracted service. This will in no way relieve the contractor of complying with scheduled services.
- 1.3 Material Safety Data Sheets: Prior to starting, contractor must provide Material Safety Data Sheets (MSDS) for all products used onsite. Maintain copy on site during performance of work.
- 1.4 Damages: Contractor shall immediately report any damage to equipment, finishes, building elements, or furnishings to individual facility representative. Notify the State of Indiana, Department of Administration of any existing equipment/facility deterioration observed.
- 1.5 Personnel: Contractor shall have in their employ, or under their control, sufficient qualified and competent personnel to perform work promptly and in accordance with contract schedules and requirements.
- 1.6 Supervision: Contractor shall provide adequate supervision on site to direct, coordinate, and inspect the quality of work.
- 1.7 Personnel Performance: Contractor's personnel must be capable of performing at an effectiveness level in accordance with specifications and industry standards. All work shall be performed in a professional manner and in compliance with Contractor's and equipment manufacturer's requirements/recommendations; and all Federal, State, and local laws/codes. Work areas shall be always kept clean during execution of contract. The State of Indiana requires quality work completed in a competent manner.
- 1.8 Prohibited actions: Contractor crews shall be working on a smoke-free campus. Contractor shall be required to remove any worker who violates the non-smoking rules or any employee that while on the jobsite, manifests evidence of alcohol or illegal drug use.
- 1.9 Reassignments: The contractor shall utilize, while executing this contract, only workers that are skilled in the tasks to which they are assigned. The State of Indiana retains the right to require the reassignment of a contractor employee or employees as the State of Indiana deems

necessary. Reasons for this request may be, but are not limited to: poor work performance, incompetence, carelessness, disruptive or otherwise objectionable behavior. The request for reassignment is in no way a call for dismissal. It is a request for the individual to be reassigned away from the State of Indiana, facilities.

- 1.10 Occupant Safety: Work shall be completed in such a manner as to maintain a safe working environment for occupants of the buildings. Work shall also be completed in a manner which is of minimum disruption to occupants of the buildings. Contractor and all their employees shall strictly adhere to ALL Security regulations and restrictions of the locations specified.
- 1.11 Removal/disposal of used materials and debris shall be in compliance with Federal, State of Indiana, and Local regulations; and shall be the responsibility of the Contractor.
- 1.12 All vertical transportation equipment contained within this document shall be maintained in optimum operating condition. All labor, material and supervision shall be furnished as specified, and as necessary to ensure proper operation and functioning of all covered equipment while complying with the requirements of ANSI A17.1—2007 or latest adopted edition, Section 8.6 and Section 8.10. Complete adherence to all current state and local codes shall be one of the requirements of this Contract.
- 1.13 Full Maintenance: The purpose of this specification is to implement a Contract whereby all parties will have a firm understanding of the requirements necessary to the systematic service, repair, part replacements, callback service and preventative maintenance of the vertical transportation equipment listed herein, all of which constitutes what is normally referred to in the elevator industry as ‘**Full Maintenance Service**’ or ‘**Complete Maintenance**’.
- 1.14 Drawings: The Facility Representative indicated shall make available to the extent possible, any wiring diagrams, maintenance manuals of other relevant information which may be in his possession. All such material shall remain the property of the Facility Representative and shall not be removed from the premises.

Facility Representative:

Jeremy R Dye, Director of Facilities
Indiana War Memorial / Soldiers and Sailors Monument
55 E Michigan Street / 1 Monument Circle
Indianapolis, Indiana 46204
Telephone: (317) 716-8340 jdye@iwm.in.gov

- 1.15 Inspection Reports: The Contractor shall complete all corrective work as may be mandated by the Indiana Fire and Building Services Division of Elevator Safety’s routine inspection within the time required by Indiana Fire and Building Services Division or thirty (30) days whichever is less, provided the necessary changes are included within the scope, terms, conditions of the

agreement, and with written confirmation/notification of completion dates to the Facility representative.

- 1.16 Normal Working Hours and Holidays: The Contractor shall have skilled elevator maintenance and repair persons available on a 24/7 basis. A Contractor having received a “call for service” shall be required to contact the facility representative and provide an estimated time of arrival within 24 hours. The following holidays shall be observed: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and the Friday following Thanksgiving.
- 1.17 Equipment Performance: The Contractor shall maintain the original equipment speed in feet per minute and perform all adjustments required to maintain the proper door opening and closing time requirements and allowable closing force. Deficiencies such as signal device failures shall be corrected within ten (10) calendar days.
- 1.18 Elevator Inspections: The Owner will provide inspections, permits, and fees required by the ‘Fire and Building Services of Indiana, Elevator Safety Division’. The contractor may be required to accompany the inspector where equipment locations may be secure or difficult to locate.
- 1.19 Facility Security and Access Requirements: Contractor shall agree to all covered facilities’ regulations regarding security, check-in procedures, and other working restrictions, as listed below. Instruct each subcontractor and supplier prior to their involvement in the project.
- 1.20 Work And Security Requirements
 - 1.20.1 Work must be performed between 7:00AM-3:00PM, seven days a week. 48-hour advance notice is required. Please call Jeremy Dye at 317-716-8340 or Debby Bartley at 317-716-8447. At the Indiana War Memorial, please check in at the front desk. The technician must have identification for access to the facility.

2 EXTENT OF CONTRACT COVERAGE

- 2.1 By use of personnel directly employed, supervised, and trained by the Contractor, the Contractor shall regularly and systematically examine, adjust, lubricate, clean, and when conditions warrant, repair, or replace all equipment covered under this contract, as defined in this section. State-regulated (registered devices) **elevators** shall be examined and serviced at least one (1) time per month or per the manufacturer’s suggested maintenance schedule, whichever is more stringent. State-regulated (registered devices) **lifts, chair lifts, and platform lifts** shall be examined and serviced at least six (6) times per year, or per the manufacturer’s suggested maintenance schedule, whichever is more stringent.

2.2 Traction Elevators

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

2.3 Hydraulic Elevators

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

2.4 Coverage Common to All Elevators

- 2.4.1 CONTROLLERS, their wiring, relays, contractors, contacts, timers, selectors, selector chains and cables, dispatch panels, transformers, resistors, solid state controls, solid state starters, printed circuit boards, solid state drivers, AC drives, DC drives, microprocessors, circuit memory, programs, chips, self-conditioned air-conditioning units and filters, cable boosters, manual lowering and battery, in car communications, in car emergency lighting systems, displays CRT or LED, and any other parts of equipment pertinent to the operation.
- 2.4.2 CAR DOOR OPERATOR EQUIPMENT, including motors, doors, door skins, wiring, adjustment mechanisms, electric switches resistors, solid state equipment, microprocessor equipment, cams, gears, bearings, belts, chains, cables, linkage, clutch, hanger tracks, hangers, hanger rollers, gibs, restraints, closures, restrictors, safety edges, photo eyes, infrared safety system, sensing devices, door contacts and any other part or equipment pertinent to the operation.
- 2.4.3 HOISTWAY DOOR EQUIPMENT, including motors, wiring, adjustment mechanisms, electric switches, resistors, cams, gears, bearings, belts, chains, cables, linkage, hanger tracks, hangers, hanger rollers, pickup devices, pickup rollers, gibs, restraints, shoes, closures, straps,

safety edges, door contacts, locks, hoist way door hanger mount inserts, and any other equipment pertinent to the operation.

- 2.4.4 CAR EQUIPMENT, including push button fixtures, indicator bulbs, handrails and attachments, car position and direction indicators, fans, blowers, normal and emergency lighting systems, bells, signaling devices for the disabled, car-top operating stations, escape hatch switches, safety operated switches, roller guides, slide guides, gibs, shoes and liners, and any other equipment pertinent to the operation.
- 2.4.5 HOISTWAY EQUIPMENT, including limit switches, leveling proximity switches, slowdown switches, zone switches, access switches, stop switches, traveling cables, compensating cables or chains, and any other parts of equipment pertinent to the operation.
- 2.4.6 EXCLUSIONS - the following items are excluded from the Contract: hoist way, underground piping, underground cylinders, replacements or repairs due to insufficient or inadequate power supply, main line fuses, feeders, breakers, and smoke sensors. Cab interiors, car doors, hoist way doors, sills, frames, and fixture face plates. (NOTE: Any equipment including fuses, damaged because of Contractor's action or from faulty equipment covered in this contract shall be replaced at the Contractor's expense.)
- 2.4.7 OTHER SAFETY TESTS AND NEW ATTACHMENTS - The contractor shall not be required to make safety tests, other than those cited in paragraph "3.6 Service Requirements and Testing" or install new attachments whether or not recommended or directed by federal, state, local agencies, or insurance companies.
- 2.4.8 ADDITIONAL REPLACEMENTS - When equipment or parts are replaced in their entirety, and newer design of the device is available, functionally equivalent, and compatible, the device of the newer design shall be used as the replacement. If part(s) cannot be replaced with the original manufacturers' product, the part(s) may be substituted upon approval of the individual Facility Director. All replacements of newer design shall be the responsibility of the Contractor. The Owner shall not be responsible for replacement of proprietary or obsolete parts. All such replacements shall be furnished and installed by the Contractor.

2.5 Escalators

- 2.5.1 The Contractor, at his expense, shall be responsible for maintaining the entire escalator system(s) unless otherwise specifically excluded in this Agreement. The Contractor shall systematically and regularly examine, clean, adjust and lubricate the equipment at least one (1) time per month or in accordance with manufacturers' specifications and ANSI A17.1—2007 or latest adopted edition, whichever is more stringent. When conditions warrant, repair or replace the following equipment: machine drive gear, worm gear, motor, windings, all rotating elements and associated bearings, housings and assemblies. Additional items to be

included are the brake, coil, linings, pulley, upper and lower newel sprockets, thrusts and main bearings, comb tooth section, comb plates, landing plates, handrails, skirts, aprons, step and chain wheels, rollers, step frames and treads, step axle bushing, sprockets, lubricators, controllers, relays, resistors, switches, electrical drives, and transformers. All protective devices, alarm systems, safety switches, operating switches, governors, overspeed devices, safety devices, both mechanical and electrical, risers, rollers, demarcation strips, demarcation strips, step, step chains, drive chains, roller chains, handrail chains, handrail tracks, step tracks, gears, pulleys, sprockets, tension devices. Associated lighting shall be included as well as any other parts or equipment pertinent to the operation.

2.6 Lifts, Chair Lifts, Platform Lifts

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

3 SERVICE REQUIREMENTS AND TESTING

- 3.1 MAINTENANCE SCHEDULE - The Contractor shall be responsible for the establishment of a preventative maintenance schedule in accordance with the examination and service requirements cited in section this document. The program shall meet the individual requirements of each elevator or individual vertical transportation equipment system listed in the attached equipment list.
- 3.1.1 A record of all preventive maintenance and repair work is required to be maintained and kept in each machine room. The record shall indicate the date service was performed and what service(s) was/were rendered at that time, and by whom. The log shall be kept clean, up to date, and all entries must be legible. Failure to keep this record up to date may result no payment for that time frame by owner.
- 3.2 REPORT PROCEDURES - A written report shall be given to The Director of each individual facility, after each examination, emergency service or test. The report shall clearly indicate what type of service was provided. The report shall be signed by the Director, or his designee. Failure to provide signed copy of report at time of service may result in lack of payment by owner to contractor due to no verification of actual on site visit.
- 3.3 ONLINE REPORTING- The Contractor can provide an online portal to access all records, including but not limited to, testing procedures, routine or regular maintenance, repairs and

callbacks. The Contractor shall provide access to each institution's designated individuals. The online reporting is not a substitute for the signed report at time of visit.

- 3.4 REPLACEMENT PARTS - The Contractor shall maintain, on location, and within its office, an adequate inventory of replacement parts suitable for maintaining the various types of transportation equipment contained within the agreement. These parts shall include everyday expendable parts as well as controller and other equipment parts which are subject to frequent replacement.
- 3.5 MAINTENANCE CONTROL PROGRAM – The Contractor shall make available for each regulated device a written Maintenance Control Program as required in A17.1—2007, Rule 8.6.1.2.1. A written Maintenance Control Program shall be in place to maintain the equipment in compliance with the requirements of 8.6.
- 3.6 TESTING REQUIREMENTS - The Contractor shall perform, at the appropriate time, all test procedures as described in Section 8.10, ANSI A17.1—2007 or current adopted edition. Tests to be included are Annual Test, Five (5) Year Load Test and Monthly tests of any Fire Service features. A copy of all safety tests shall be submitted to the Director at each individual facility. Documentation of the Fire Service test shall be maintained in each machine room. All in-car communication devices shall be tested monthly, including telephones, intercoms, and alarm bells.
 - 3.6.1 Special arrangements and prior notification shall be made for any/all elevators that require testing while on Emergency Power. The Facility Director shall be given no less than 30 days advance written notification.
- 4 INSTRUCTIONAL REQUIREMENTS- The Contractor shall provide, upon request, basic instructions to use the equipment, i.e., Independent Service operation, use of “in car” stop switches, procedures to follow before placing a call for service, etc.

5 CALLBACK SERVICES

- 5.1 NON-REGULAR HOUR CALLBACKS - Should the equipment covered under this Contract require service during non-regular hours, including holidays, the Owner shall be responsible for only the *bonus* of labor charges.
- 5.2 TRAVEL TIME AND MILEAGE – If a service representative is not in the immediate area of a Facility at the time emergency service is requested, travel time and mileage shall not exceed that amount of time and distance required from the Contractor's closest office.

6 EMERGENCY SERVICES

- 6.1 Emergency Service is defined as work requested which is outside of the normal maintenance schedule submitted by the Contractor.
- 6.2 The Contractor shall provide Emergency Service, including labor, parts or adjustments that may be required to maintain proper operation of the system. The Contractor shall be on-site to address any request for emergency repair as follows:
 - 6.2.1 Immediately for circumstances endangering life or property.
 - 6.2.2 Within three (3) hours where acceptable level of equipment performance is compromised.
 - 6.2.3 Within twenty-four (24) hours for other circumstances as determined by the Facility Representative.
- 6.3 Overtime Emergency Services are in addition to the Scope of Work of the Contract and are payable from additional funds provided by the Agency. The owner shall be responsible for the **bonus portion** of overtime callbacks only unless such callbacks are beyond the maintenance control of the contractor.
- 6.4 Upon arrival at the site, the Contractor shall determine services required and shall quote to the Facility Representative the expected cost of the repair and shall receive prior authorization to proceed with the work. Any work not pre-authorized is at the risk of the Contractor.
- 6.5 The Institution reserves the right to solicit additional quotations for Emergency Service.
- 6.6 REPAIRS AND EXTRAS - Additional individual Purchase Orders or Authorizations of Emergency Expenditures may be written during the life of the Contract for additional services, as negotiated between the Owner and the Contractor. The Owner shall be permitted to schedule repairs or shutdowns that may cause lengthy interruptions of service, providing such repairs are not of an emergency or life-threatening nature. Non-contract work must have proper written authorization for the Contractor to receive payment. The Owner reserves the right to request competitive bids for repair and/or services not covered under this Contract.

7 ADDING/REMOVAL OF INDIVIDUAL LOCATIONS

- 7.1 REMOVAL OF INDIVIDUAL LOCATIONS – The Owner may at any time remove individual pieces of vertical lift equipment from the contract due to building closing, equipment removal, equipment modernization, or lack of need due to building occupancy. The Contract amount shall be reduced based on the individual itemized cost listing.
- 7.2 ADDING INDIVIDUAL LOCATIONS - The Owner may choose to add individual pieces of vertical lift equipment to the contract where new buildings are purchased and/or leased,

equipment is replaced or modernized, where equipment warranty expires, and where new equipment might be installed, and the warranty expires. The contract amount for newly added elevators shall be based in part, on the cost of service for similarly designed equipment currently under contract.

8 TERMS OF THE AGREEMENT

- 8.1 The first year of the Agreement shall begin as stated in the contract.
- 8.2 The length of the agreement is three hundred and sixty-five (365) days and is renewal upon concurrence of all parties for an additional three (3) contract years.
- 8.3 All invoices must have the State of Indiana PO number and the Project number clearly printed on them. Failure to provide this information may result in lack delay of payment for that invoice.
- 8.4 Payment will be made after each site inspection(s) are completed and in arrears.
- 8.5 Each bidder will submit with the bid the attached supplemental cost breakdown for each piece of equipment on the equipment list for those having more than one piece of equipment to be serviced.

END

Device/Item#	Agency	Facility/Building	Primary Street Address	City	State	Zip	Building Name/Identifier	Qty of VLE	Active VLE Permit	Inactive VLE Permit	VLE Type - Elevator, Escalator, Dock Lift, Wheelchair Lift	On-site Contact	Contact Phone	Contact E-mail	Equip. Year	Traction or Hydraulic	Geared or Gearless	Controller	No. of Stops	Speed	Manufacturer	Capacity
37.01	IN War Commission	Indiana War Memorial	55 E Michigan Street	Indianapolis	IN	46204	IN War Memorial	1	1	0	Incline Chair Lift	Jeremy Dye	317-716-8340	jerdy@war.com	2015	Traction	Geared	Garaventa Xpres II	1		Garaventa	450
37.02	IN War Commission	Indiana War Memorial Soldiers and Sailors	55 E Michigan Street	Indianapolis	IN	46204	IN War Memorial	1	1	0	Vertical Wheel Lift	Jeremy Dye	317-716-8340	jerdy@war.com	2015	Traction	Geared	Garaventa Genesis	1		Garaventa	750
38.01	IN War Commission	Monument	Monument Circle	Indianapolis	IN	46204	Soldiers & Sailors Monument	1	1	0	Elevator	Jeremy Dye	317-716-8340	jerdy@war.com	2021	Traction	Geared	HPV900 Series Two	3	200	Magnetek	1500