

# **Request for Quote**

## **INDIANA DEPARTMENT OF EDUCATION**

### **Solicitation For:**

**Dispute Resolution Facilitated Individualized Education Program (FIEP)**

**RFQ #0000087813**

**Proposal Submission Due Date and Time:**

**July 24, 2026 @ 2:00 PM ET**

January Sanders, Procurement Specialist

[DOEProcurement@doe.in.gov](mailto:DOEProcurement@doe.in.gov)

Indiana Department of Education

100 N Senate Ave., 9<sup>th</sup> FL

Indianapolis, Indiana 46204

### **Key Solicitation Dates**

<b>Activity</b>	<b>Date</b>
Issue of Solicitation	June 15, 2026
Deadline to Submit Written Questions	June 29, 2026, by 2:00 PM ET
IDOE Respond to Written Questions	July 8, 2026
Proposal Due Date	July 24, 2026, by 2:00 PM ET
Notification of Award	August 2026

#### **Question / Inquiry Process**

All questions/inquiries regarding this solicitation must be submitted by the deadline outlined in the Key Solicitation Dates table above.

Questions/Inquiries may be submitted via email to [DOEProcurement@doe.in.gov](mailto:DOEProcurement@doe.in.gov) and must be received by the time and date indicated in the Key Solicitation Dates table above.

The subject line of the email must clearly state the following: "[Procurement Name] [RFQ#] Questions/Inquiries – [INSERT COMPANY NAME]".

After the question/inquiry deadline, IDOE will compile a list of the questions/inquiries submitted by all Respondents, redacting the name of the company who submitted the question. The responses will be emailed to all potential Respondents according to the Key Solicitation Dates table above.

#### **Proposal Due Date and Format**

All proposals must be submitted via email to [DOEProcurement@doe.in.gov](mailto:DOEProcurement@doe.in.gov) and must be received by the deadline indicated in the Key Solicitation Dates table above.

Proposals received after the due date and time **will not** be considered.

Modifications to proposals received after the due date **will not** be considered.

Proposals submitted by mail or fax **will not** be considered.

Proposals must provide a clear, concise description of the vendor's capabilities to meet the requirements of the scope of work (SOW).

The proposal shall provide a detailed technical approach for completing each of the tasks listed within the SOW and the associated deliverables.

Price / Cost: Pricing on this solicitation must be firm and remain valid for a period of not less than one hundred eighty (180 days) from the date of award issuance. Any attempt to manipulate cost, include conditions to pricing, or submit pricing that deviates from the requested deliverables will put your proposal at risk of being removed from consideration.

All costs must be inclusive.

### Secretary of State Registration

If awarded the contract, the Respondent will be required to register with, and be in good standing with, the Indiana Secretary of State. The registration requirement applies to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations, and limited liability companies. Information regarding registration with the Indiana Secretary of State may be obtained by contacting:

Secretary of State of Indiana  
Corporation Division  
402 West Washington Street, E018  
Indianapolis, IN 46204  
(317) 232-6576  
[www.in.gov/sos](http://www.in.gov/sos)

### State of Indiana Bidder Registration

To move forward with a contract award, the Respondent must be registered as a bidder with the Indiana Department of Administration (IDOA), Procurement Division.

To complete the online Bidder registration, visit the Bidder Profile Registration website at <https://www.in.gov/idoa/procurement/supplier-resource-center/requirements-to-do-business-with-the-state/bidder-profile-registration>

Completion of the Bidder registration will add your name to the IDOA Bidder Database for email notification.

The Bidder registration requires general business information, the types of goods and services you can offer the State of Indiana, and location(s) within the state that you can supply or service.

There is no fee to be included the IDOA Procurement Division's Bidder Database. It is highly recommended that this step be completed BEFORE award as not to slow down contract execution.

### Compliance Certification

Responses to this solicitation represent that the Respondent has no current or outstanding criminal, civil, or enforcement actions initiated by the State, and that it will immediately notify the State of any such actions. The Respondent also certifies that neither it nor its principals are in arrears on taxes, permit fees or other statutory, regulatory, or judicially required payments to the State. The Respondent agrees that the State may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that State may bar the Respondent from contracting with the State, cancel existing contracts, withhold payments to offset such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

### Confidential Information

#### Access to Public Records Act

Respondents are advised that proposal materials are subject to the Access to Public Records Act (APRA), IC 5-14-3 et seq., and, after the contract award, may be viewed and copied by any member of the public, including news agencies and competitors. Responses are deemed public records unless specifically protected from disclosure under IC 5-14-3 protects it from disclosure. It is the Respondent's responsibility to notify IDOE if any part of the proposal is considered confidential under APRA.

#### Family Educational Rights and Privacy Act

If chosen for award, the Respondent understands that in performing the duties of the contract, it may be required to obtain personally identifiable student information protected under the Family Educational Rights and Privacy Act (FERPA) (20 USC §1232g, 34 CFR Part 99.) The Respondent agrees to fully comply with all requirements of FERPA and the requirements set forth herein.

### Contract Terms / Clauses

A sample of the [Professional Service Contract](#) that the State expects to execute with the successful Respondent(s) has been linked for review. This contract contains mandatory clauses. Mandatory clauses are listed below and are non-negotiable. Other clauses are substantively required. It is the State's expectation that the final contract will be substantially similar to the sample contract linked above.

Please review the contract and indicate in your proposal your acceptance of mandatory contract clauses. If a non-mandatory clause is not acceptable as worded, suggest specific alternative wording to address issues raised by the specific clause by submitting a redline version of the template.

To reiterate it's the State's strong desire not to deviate from the Professional Service Contract Template and as such the State may reject all requested changes.

The mandatory contract terms are as follows:

- Authority to Bind Contractor
- Compliance with Laws
- Drug-Free Workplace Certification
- Employment Eligibility Verification (E-Verify)
- Funding Cancellation
- Governing Law
- Indemnification
- Information Technology Enterprise Architecture Requirements
- Nondiscrimination Clause
- Penalties/Interest/Attorney's Fees
- Termination for Convenience

- Non-Collusion and Acceptance

The substantively required terms are as follows:

- Duties of Contractor, Consideration, and Term of Contract
- Ownership of Documents and Materials
- Payments

## Facilitated IEP Scope of Work

### **Purpose/Background**

*Background: The Indiana Department of Education (IDOE) is expanding statewide Facilitated IEP (FIEP) capacity. The FIEP process is a voluntary, collaborative dispute-resolution option supporting parents and schools in addressing concerns related to [Individuals with Disabilities Education Act \(IDEA\)](#) case conference committee (CCC) discussions and IEP development with support from a trained, neutral facilitator.*

*Need: IDOE seeks a qualified training provider to deliver **comprehensive virtual training** to prepare up to **16 facilitators** (mediators, former hearing officers, and individuals knowledgeable in CCC processes) to conduct Facilitated IEP meetings within weeks of program completion.*

### **Contractor Responsibilities/Deliverables**

The Contractor must provide a complete, training program aligned with IDOE expectations and federal/state legal frameworks ([IDEA](#), federal regulations implementing IDEA, [Article 7](#)). Deliverables include:

A. Training Design & Curriculum Development: The Contractor must develop a structured curriculum preparing facilitators to conduct neutral, structured IEP facilitation using adult learning strategies. The curriculum must:

- Include defined learning objectives and expected outcomes
- Minimum of 10 hours of trainer led synchronous training and 2-4 hours of asynchronous, self-pacing learning/reading
- Scope of trainings should cover at a minimum the following: – IEP meeting facilitation foundations
  - IDEA and Special Education Process for IEP Development: The Contractor must provide instruction on the IDEA and the special education processes that govern the development, implementation, and revision of IEPs. This should include: a clear overview of IDEA, including procedural safeguards, requirements for Free Appropriate Education (FAPE) and federal/state regulatory frameworks relevant to IEP development; instruction on CCC procedures, emphasizing legal requirements and best practice expectations for conducting compliant, collaborative IEP meetings; a detailed explanation of the special education process, including referral, evaluation, eligibility, present levels of academic achievement and functional performance (PLAAFP) development, goal writing, services, placement, and progress monitoring components of the IEP; and application of IDEA and CCC/IEP development knowledge in facilitation, ensuring participants are prepared to support teams neutrally, accurately, and in compliance with federal and state law.
  - Neutrality, process integrity
  - Conflict resolution strategies

- High conflict dynamics
- Effective communication
- Pre-Meeting Preparation
- Meeting Management
- Interest-Based Problem Solving
- Ethics / impartiality
- Documentation and follow up
- Scenario-based practical Role-Play exercises

#### B. Training Delivery/Training Format Plan

- Deliver comprehensive virtual training for 16 identified facilitators. Contractor may provide multi-day, mixed synchronous/asynchronous training; however, the proposal must describe how the Contractor will engage participants and cover all required components of the course using the format. A day is 6 hours not including lunch.
- Include interactive components that model real FIEP facilitation, using scenarios and skill-based practice.
- Deliver the training during the window of August 16, 2026 - September 18, 2026, unless IDOE and the Contractor mutually agreed to an alternate date due to contract execution delays.
- Provide two or more schedule options, meeting the following requirements: Training must occur between 8:00 a.m. and 5:00 p.m. EST on weekdays; Training should be delivered in manageable blocks (e.g., 2-4 hours per day or up to 6 hours per day) and scheduled so the full training to be completed within 1-2 weeks .
- Required accessibility standards: All training materials and delivery methods must meet [Section 508 accessibility standards](#) (e.g., captioning, screen-reader compatibility).
- Deliver the complete training virtually, using Microsoft Teams or another ADA-compliant browser-based platform approved by IDOE in advance.
- The Contractor must submit a detailed Training Format Plan that clearly describes the structure of the training program. The plan must include:
  - The sequence and duration of all synchronous and asynchronous modules.
  - Required instructional methods (e.g., lecture, discussion, breakout activities, role-play, scenario-based practice).
  - A description of how adult-learning principles will be embedded in each module.
  - Identification of the virtual platform to be used (e.g., Microsoft Teams or another ADA-compliant browser-based platform approved by IDOE).

- All materials or tools participants will need to engage fully in each component of the training.

C. Participant Ready Materials

- Develop all slides, handouts, facilitator guides, and assessments consistent with material standards found in this SOW.
- Provide materials electronically at least 24 hours ahead of the scheduled training date.

D. IDOE Approval: The Contractor must provide a complete, high quality training program aligned with federal/state legal frameworks for IEP development. The Contractor must provide a sample training agenda, course outline, sample course materials, and proposed training schedule in the proposal.

*Approval Process for Training Format and Materials:* If awarded the contract, the Contractor must provide a detailed, course description, and outline 15 business days before the training event.

- a. The Contractor must submit the Training Format Plan, along with all draft training materials (including slides, handouts, facilitator guides, assessments, and scenario scripts), to IDOE for review and approval **no fewer than 10 business days prior to the scheduled training date**.
- b. IDOE will conduct a deliverable review consistent with its internal quality control expectations.
- c. The Contractor must revise and resubmit materials within **three (3) business days** of receiving IDOE feedback.
- d. Final training and participant resources must be **approved by IDOE** before delivery to participants and must be provided electronically **at least 24 hours before training**.
- e. All materials must comply with **Section 508 accessibility standards** and with IDOE file-format expectations (e.g., PDF, Word, Excel) as referenced in IDOE's training SOW templates.
- f. If secure information is included in any deliverable, the Contractor must use the IDOE-approved secure file transfer protocol (SFTP); IDOE and the Contractor will establish the SFTP site before the kickoff meeting.

E. Post training feedback: IDOE will gather participant feedback and review deliverables to assess the Contractor's success using the following criteria:

- Trainer evaluations (minimum ratings)
- Demonstrated proficiency of trainees
- Completion of all required modules
- Delivery of scenario-based demonstrations

F. Contractors must adhere to agree upon deadlines, deliverables, accessibility standards, and training quality metrics.



## **Project Meetings**

**Project Kickoff Meeting:** a kickoff meeting is required for project initiation. The purpose of the kickoff meeting is to introduce key stakeholders, points of contact for the project, address vendor or IDOE questions/concerns, provide an update on the contract status, and discuss next steps for project implementation.

- The contractor shall schedule and facilitate one project kickoff meeting. The meeting must be conducted within two (2) weeks of project award.
- The kickoff meeting will be virtual (Microsoft Teams is preferred but not required; if the vendor opts for another platform, it must be available via web browser at no additional cost and with no additional software or plugins required). If IDOE and the vendor agree to an in-person kickoff meeting, the vendor will provide the number of staff attending the kickoff, and the vendor must follow State of Indiana travel guidelines for allowable expenses and reimbursement.
- During the kickoff meeting, IDOE and the contractor will determine if additional meetings are necessary before the training to receive updates or feedback specific to Indiana's special education rules and to obtain progress on course development, and to support submission of course descriptions for continuing education credits. If additional project status meetings are required before the training, the dates will be established during the kickoff meeting. A post training meeting date will be identified as well.
- The contractor will draft a meeting agenda and provide it to the IDOE at least two business days in advance of the meeting. The contractor must provide meeting minutes for IDOE's review and approval within 24 hours of the meeting completion.

**Project Status Meetings:** Project status meetings are critical for monitoring progress on project deliverables and ensuring the project remains on time and track to completion.

- Project status meetings will be scheduled as determined necessary during the Project Kickoff Meeting.
- Meetings must be virtual (unless otherwise agreed to between IDOE and vendor) and should be hosted by the vendor using virtual conferencing software (Microsoft Teams is preferred, but not required; if the vendor opts for another platform, it must be available via web browser at no additional cost and with no additional software or plugins required). If IDOE and the vendor agree to in-person status meetings, the vendor will provide the number of staff attending the status meetings, and the vendor must follow State of Indiana travel guidelines for allowable expenses and reimbursement.
- The contractor will draft a meeting agenda and provide the IDOE at least two business days in advance of each meeting. The contractor will provide meeting minutes for IDOE's review and approval within one (1) business day of the meeting completion.

### **Timeline for Project**

*Project timelines are critical to cost and project completion. Include a chart similar to the table below with the proposed project timeline. Provide the proposed starting month/year and ending month/year for the project. The starting month should be no sooner than 9 weeks from the projected submission of the contract into CMS.*

<i>Task</i>	<i>Deliverable</i>	<i>Anticipated Start</i>	<i>Anticipated Completion</i>
<i>Facilitate Meeting</i>	<ul style="list-style-type: none"> <li><i>Participation in kickoff meeting</i></li> </ul>	Within two (2) weeks of project award	Within two (2) weeks of project award
	<ul style="list-style-type: none"> <li><i>(Additional meetings as deemed necessary)</i></li> <li><i>Post-training Meeting</i></li> </ul>	TBD	<i>As determined by agreement, additional meetings are needed.</i>
	•		
<i>Prepare Curriculum/Training Materials</i>	<i>Comprehensive training program</i>	<i>After contract award- As determined by the Contractor</i>	<i>Within 15 days prior to training</i>
<i>Provide Training Resources for Participants</i>	<i>Training resources for participants</i>	<i>After contract award- As determined by the Contractor</i>	<i>Within three business days prior to training</i>
<i>Conduct FIEP Training</i>	<i>Implementation of training program</i>	<i>Training Window: August 16 – September 18, 2026</i>	<i>September 18, 2026</i>

### **Staff Qualifications**

*Provide a description of staff qualifications required (i.e., educational background, special certifications, prior work experience, minimum number of years of experience, etc.).*

The Contractor must demonstrate:

1. Expertise in IDEA case conference committee process, IEP development, conflict resolution, adult learning principles, coach/trainer, and other skills

common to neutral facilitators (e.g. impartial conflict prevention, consensus building, and meeting management).

2. Experience conducting or training others on IEP facilitation.
3. Certifications or credentials relevant to conflict resolution, mediation, facilitation, coaching, or special education.
4. Proven ability to deliver high quality virtual instruction and develop adult learning aligned materials.
- 5.

### **Detailed Quote/Proposal Requirements**

Contractor's quote/proposal must include the following:

- Description of Contractor's organizational background and experience with similar projects;
- Description of Contractor's ability to meet all of the requirements detailed in the "Contractor Responsibilities/Deliverables" section of this Scope of Work.

- Each task/deliverable must be included in the description.
- Additional Information Required Specific to Virtual

Training: Contractors must provide a detailed description demonstrating their ability to deliver high-quality virtual training that meets all requirements of this Scope of Work. The response must include:

- Evidence of Prior Virtual Training Experience

Contractors must describe at least two prior projects in which they successfully delivered virtual, synchronous training to adult learners, including the platforms used, total number of participants, and the scope of the training delivered.

- Description of Virtual Instruction Methods

Contractors must explain the instructional strategies they will use to engage adult learners in a virtual environment, including methods for:

- interactive skill-based practice (e.g., breakout rooms, role-plays, live coaching),
- real-time participant engagement,
- maintaining facilitator neutrality and process integrity in a virtual format, and
- ensuring participants can demonstrate applied proficiency.

- Technology and Platform Capabilities

Contractors must identify the virtual platform(s) they will use (e.g., Microsoft Teams or another ADA-compliant, browser-based platform approved by IDOE. The description must include:

- platform accessibility features meeting Section 508 standards,
- compatibility with IDOE requirements, and

- any participant expectations (e.g., required camera use, audio, breakout functionality).
  - Virtual Delivery Readiness  
Contractors must demonstrate readiness to deliver the training virtually by submitting:
    - sample virtual training materials (e.g., slides, facilitator guides),
    - examples of virtual role-play or scenario-based activities, and
    - a proposed virtual training schedule organized into manageable blocks (2–4 hours), consistent with SOW requirements.
  - Quality Assurance in Virtual Delivery  
Contractors must describe how they will monitor and ensure quality training in a virtual environment, including:
    - participant feedback methods,
    - tracking completion of required modules, and
    - ensuring accessibility, engagement, and competency development.
- Description of Contractor’s ability to meet all of the requirements detailed in the “Project Meetings” section of this Scope of Work.
  - Each type of meeting and its related requirements must be included in the description.
- Description of Contractor’s ability to meet all of the requirements detailed in the “Timeline for Project” section of this Scope of Work.
  - Each task/deliverable and its related deadline must be included in the description.
- Description of Contractor’s staff qualifications based on IDOE staff qualification requirements (i.e., education background and related work experience relevant to this project).
  - Contractor must include resumes highlighting key qualifications of all staff that will be involved in this project.
  - Contractors must include sample prior training artifacts.
- Detailed & Itemized Cost Summary
  - Ensure costs for all logistics (meetings, work time, etc.) are included in Contractor’s detailed cost summary.
  - Must include line-item costs as well as the total cost for work related to this project.
  - Total project cost not to exceed \$15,000, unless otherwise negotiated through IDOE’s procurement process.

**The following pages must be completed and returned with your proposal.**

# **STATE OF INDIANA**

## ***Request for Quotation***

REQUEST FOR: Dispute Resolution: Facilitated Individualized Education Program (FIEP)

REQUESTED BY: Indiana Department of Education

REQUESTOR: January Sanders,  
Email: [DOEProcurement@doe.in.gov](mailto:DOEProcurement@doe.in.gov)

**YOUR RESPONSE MUST BE RECEIVED BY:** July 24, 2026 @ 2:00PM ET

### **GENERAL INFORMATION**

The information below is provided to assist you in completing this request. Please note that these instructions may not contain all applicable requirements. Careful reading of this request is imperative. Failure to follow these instructions or those printed throughout this package could lead to rejection of your quotation. It is not necessary to return this page with your response.

- Type or print legibly in black ink all requested information, including prices and extensions, as well as accurate information.
- Manually sign the Signature Page and Contract if applicable.
- Do not add any contractual or payment terms and conditions. Terms and conditions of the award will be those listed in this request package and the resulting Purchase Order only.
- If you are not eligible to claim the Recycled Preference but are offering recycled content products, please list the percentage of content for EACH LINE ITEM and provide manufacturer certification.
- If you are not willing to accept a split award (partial order), your response must include the statement, "Bidding all or none."
- Your response must be received by the requested date and time indicated.
- If you have questions regarding this request, contact the requestor listed above.

Bidders are not required to be registered with the Procurement Division to respond to a solicitation. If your quotation is recommended for an award, you will be notified of the registration requirements. You will have five (5) days from the date of notification to complete the registration requirements, or the recommended award will be canceled. To register electronically, visit [https://www.in.gov/idoa/procurement/supplier-resource-center/requirements-to-do-business-with-the-state/bidder-profile-registration/..](https://www.in.gov/idoa/procurement/supplier-resource-center/requirements-to-do-business-with-the-state/bidder-profile-registration/)

# Event Details

Solicitation #0000087813

## State of Indiana Request for Quotation

Event ID	Format	Type	Page
00700-0000087813	Buy	RFx	1
Event Round	Version		
1	1		
Event Name			
Dispute Resolution: Facilitated Individualized Edu			
Start Time		Finish Time	
06/15/2026 14:00:00 EDT		07/24/2026 14:00:00 EDT	

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bidder:** INTERNAL EVENT DETAILS

**Submit To:** Education  
IN Department of Education  
Finance Dept.  
100 N Senate Ave Floor 9  
INDIANAPOLIS IN 46204  
United States

**Contact:** January Sanders - 00700

**Email:** DOEProcurement@doe.in.gov

## Event Description

Sourcing event 007000000087813 is for obtaining bids for  
Dispute Resolution: Facilitated Individualized Education Program (FIEP)  
Questions can be emailed to  
January Sanders, Procurement Specialist, DOEProcurement@doe.in.gov

Indiana Department of Education 100 N  
Senate Ave., 9th FL Indianapolis, Indiana  
46204

Completed bids must be emailed to Indiana Department of Education at DOEProcurement@doe.in.gov  
Indiana Department of Education

Attn: Dispute Resolution: Facilitated Individualized Education Program (FIEP)

A completed bid package MUST be submitted by the due July 24, 2026 @ 2:00 PM ET.

The bid package is available for download through the Bid Documents link in the Event Name  
column. This bid is not eligible for electronic bid through Supplier Portal.

# Event Details (cont.)

Solicitation #0000087813

## State of Indiana Request for Quotation

Event ID	Format	Type	Page		
00700-0000087813	Buy	RFx	2		
Event Round	Version				
1	1				
Event Name					
Dispute Resolution: Facilitated Individualized Edu					
Start Time		Finish Time			
06/15/2026 14:00:00 EDT		07/24/2026 14:00:00 EDT			

Event Currency: US Dollar  
Bids allowed in other currency: No

Bidder: INTERNAL EVENT DETAILS

Submit To: Education  
IN Department of Education  
Finance Dept.  
100 N Senate Ave Floor 9  
INDIANAPOLIS IN 46204  
United States

Contact: January Sanders - 00700

Email: DOEProcurement@doe.in.gov

## Line Details

					No Bid:	<input type="checkbox"/>
Line: 1	Item ID:	Line Qty:	1	UOM: Month	Bid Qty:	<input type="text" value="1"/>
Required: No Reserve Price: No						

Description: Dispute Resolution: Facilitated Individualized Education Program (FIEP) (2026-Q4-0115)

Comments:

- <<RFQ>>

Question	UOM	Best	Worst	Response
What is your quote/bid price?				<input type="text"/>
Required: Yes Mandatory Response: No				

### Response Comments



# Event Details (cont.)

Solicitation #0000087813

## State of Indiana Request for Quotation

Event ID	Format	Type	Page
00700-0000087813	Buy	RFx	3
Event Round	Version		
1	1		
Event Name			
Dispute Resolution: Facilitated Individualized Edu			
Start Time		Finish Time	
06/15/2026 14:00:00 EDT		07/24/2026 14:00:00 EDT	

Event Currency: US Dollar  
Bids allowed in other currency: No

Bidder: INTERNAL EVENT DETAILS

Submit To: Education  
IN Department of Education  
Finance Dept.  
100 N Senate Ave Floor 9  
INDIANAPOLIS IN 46204  
United States

Contact: January Sanders - 00700

Email: DOEProcurement@doe.in.gov

## Bidder Information

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

## TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT:** This Agreement contains the complete and final Agreement between the State and the Contractor and no other Agreement in any way modifying any of said terms and conditions will be binding upon the State or the Contractor unless made in writing and signed by the State's and the Contractor's authorized representative.
2. **PRICING:** Unit price must be entered and extended, and the total price of the solicitation must be shown. If there is an error between the unit price and total price, the unit price shall prevail. Awarded Prices: Prices listed for each item are firm and cannot be changed. Any revision in price may be rejected at the discretion of the IN Dept. of Administration, and may result in cancellation of the Purchase Order without recourse on the part of the awarded Contractor.
3. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be affected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to termination effective date, specifying the extent to which performance of services under which such termination becomes effective. The Contractor shall be compensated for performance prior to the notice date of termination but in no case shall total payment made to Contractor exceed the original Agreement price due on Agreement. No price increase shall be allowed on individual line items if canceled only in part.
4. **FUNDING CANCELLATION:** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
5. **INSURANCE:** If this Agreement provides for work to be performed by the Contractor for the State, the Contractor shall be responsible for providing all necessary unemployment and workers' compensation, insurance for the Contractor's employees and liability and property/casualty insurance, as required by the State.. Upon request, the Contractor shall furnish a certificate of insurance showing coverage acceptable to the State.
6. **DELIVERY:** Delivery must be made at time agreed upon. If any indicated or actual delays arise, the using agency must be notified immediately, in writing, with the cause for such delay stated. If any goods are not delivered within the time specified on the Purchase Order, or within a reasonable time not exceeding 30 days after receipt of a Purchase Order if no time is specified, the using agency may refuse to accept such goods, and this Agreement may be cancelled. Each package shall be numbered and labeled with the State's Purchase Order number, contents and weight, and shall contain an itemized packing slip and be properly packed for shipment.
7. **QUANTITY:** Goods shipped in excess of quantity designated in the Purchase Order may be returned at the Contractor's expense.
8. **COMPLIANCE WITH SPECIFICATIONS:** The goods and/or services shall conform strictly to the specifications, drawings, or samples specified or furnished in connection with the bid/quote, all of which are incorporated herein. The Contractor warrants all goods and/or services delivered to be free from defects of material or workmanship. This warranty shall survive any inspection, delivery, acceptance, or payment by the State of the goods and/or services. Inspections shall be on the State's premises unless otherwise specified. The State shall have the right to reject and return at the Contractor's expense, or to require at the Contractor's expense, the correction or replacement of materials, workmanship, or services which are defective or do not conform to the requirements of the Purchase Order.
9. **WARRANTY:** The Contractor will furnish all parts and maintenance at no charge for a period of at least 90 days or the manufacturer's standard warranty, whichever is longer, provided that such maintenance and parts are not required because of accident, neglect, misuse, or force majeure event. Contractor shall be responsible for removal and/or disposal of all replaced parts. Prior to the expiration of the warranty period, whenever equipment is shipped for a mechanical replacement purpose, the Contractor shall bear all cost of such shipment including, but not limited to, cost of packing, transportation, rigging drayage, and insurance. All replacements shall be covered by a new warranty.
10. **INTELLECTUAL PROPERTY DEFENSE:** The Contractor shall, at its own expense, defend, indemnify and hold harmless the State with respect to any claims that the goods and/or services furnished under this Agreement violates any third party intellectual property rights including, but not limited to, patents, copyrights, trademarks and trade secrets
11. **PAYMENTS:** All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC 4-13-2-20.
12. **COMPLIANCE WITH LAWS:** The Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the State and the Contractor to determine whether the provisions of this Agreement require formal modification.
13. **COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT:** As required by IC 5-22-3-7, the Contractor and any principals for the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4-7 [Telephone Solicitation of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4-7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4-7 for the duration of the Agreement, even if IC 24-4-7 is preempted by federal law. The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4-7 in the previous three hundred sixty-five (365) days, even if IC 24-4-7 is preempted by federal law; and (B) will not violate the terms of IC 24-4-7 for the duration of the Agreement, even if IC 24-4-7 is preempted by federal law.
14. **NONDISCRIMINATION:** Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, the Contractor and its Agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, sex, disability, national origin, ancestry or status as a veteran. The Contractor, and its subcontractor(s), if any, shall comply with all applicable affirmative action reporting requirements. Breach of this covenant may be regarded as a material breach of this Agreement. The Contractor shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended.
15. **DRUG-FREE WORKPLACE CERTIFICATION:** As required by Executive Order No. 90-5, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in Indiana has been convicted of a criminal drug violation occurring in the Contractor's workplace.
16. **TAXES:** Prices listed on an invoice submitted by the Contractor for payment is not to include any tax for which the State is exempt. The State will furnish a tax exempt certificate, if requested by the Contractor. The State will not be responsible for any taxes levied on the Contractor as a result of this Agreement.
17. **FORCE MAJEURE:** In the event that either party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits, because of natural disaster or decrees of governmental bodies not the fault of the affected party ("Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
18. **GOVERNING LAWS:** This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.
19. **INFORMATION TECHNOLOGY ENTERPRISE ARCHITECTURE REQUIREMENTS:** If Contractor provides any information technology related products or services to the State, Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/>. Contractor specifically agrees that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13-1.3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Agreement for default if Contractor fails to cure a breach of this provision within a commercially reasonable time.

## CLAIMING PURCHASING PREFERENCES

Each bidder should review the various procurement preferences allowed by State statute. A summary of the preferences can be found under Programs and Preferences located at: <https://www.in.gov/idoa/procurement/supplier-resource-center/programs-and-preferences/>

Each bidder must answer the following questions pertaining to purchasing preferences. No preference will be applied unless these questions have been answered and any required attachments included.

**1. Are you claiming the U.S. Manufactured Product Preference (IC 5-22-15-21)?**

*This is per individual line and should be noted below*

Yes \_\_\_\_ No \_\_\_\_

If claiming the U.S. Manufactured preference, Respondents must clearly specify the items qualified for the preference, at the individual line level, on the lines provided below. A product is manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50% of the cost of all its components. (In determining if a product is manufactured in the United States, only the product and its components shall be considered.) This preference can only be applied to the items the State is actually purchasing.

Additionally, Respondents must include a letter on **company (manufacturer) letterhead** confirming the cost of the product or its components exceed 50% of the cost of all components.

If claiming this preference, the bidder is certifying under penalties of perjury that each of the bidder's end products claimed is a U.S. Manufactured Product as described in IC 5-22-15-21. **Failure to indicate individual line items claimed under this preference or failing to include a letter may affect the evaluation of the bid.**

Please list what line items this preference will apply to:

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**2. Are you claiming the Preference for Steel Products (IC 5-22-15-25)**

Yes \_\_\_\_ No \_\_\_\_

**3. Are you claiming the Preference to Coal Mined in Indiana (IC 5-22-15-22)**

Yes \_\_\_\_ No \_\_\_\_

**4. Are you claiming the Indiana Business Preference also called Buy Indiana (IC 5-22-15-20.5)?** Yes \_\_\_\_ No \_\_\_\_

Indicate under which provision for which you are claiming to qualify as an Indiana business, fully complete the Indiana Economic Impact Form (State Form # 51778), and include it with your bid/proposal. Vendors who wish to claim one of the Buy Indiana preferences below, can include the email confirmation of their status provided by [buyindianainvest@idoa.in.gov](mailto:buyindianainvest@idoa.in.gov). Or you **MUST** be certified on the State's website (<https://www.in.gov/idoa/procurement/supplier-resource-center/programs-and-preferences/buy-indiana/>)

\_\_\_\_ (1) A business whose principal place of business is located in Indiana.

\_\_\_\_ (2) A business that pays a majority of its payroll (in dollar volume) to residents of Indiana.

\_\_\_\_ (3) A business that employs Indiana residents as a majority of its employees.

\_\_\_\_ (4) A business that makes significant capital investments in Indiana.

Any company that can demonstrate a minimum capital investment of \$5 million or more in plant and/or equipment or annual lease payments of \$2.5 million or more shall qualify as an Indiana business under category #4.

\_\_\_\_ (5) A business that has a substantial positive economic impact on Indiana.

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

**5. Are you claiming the Indiana Manufactured Preference (IC 5-22-15-20.5)**

Yes \_\_\_\_ No \_\_\_\_

*This preference may only be claimed by respondents who claim the Indiana Business Preference.*

Submit necessary documentation detailing a substantial amount of manufacturing, assembly, or production of the products proposed is in the State of Indiana.

**6. Are you claiming the preference for supplies that contain recycled or post-consumer materials (IC 5-22-15-16)**

Yes \_\_\_\_ No \_\_\_\_

*The preference does not apply when the purchase description is limited to a supply that contains recycled materials or post-consumer materials*

If yes, a manufacturer's certification must be submitted for each item or group of items for which the offeror is seeking a preference or the preference may not be considered.

**CLAIMING PURCHASING PREFERENCES**

7. Are you claiming the preference for soybean oil based ink (IC 5-22-15-18) Yes \_\_\_ No \_\_\_

8. Are you claiming the preference for soy diesel/bio diesel (IC 5-22-15-19) Yes \_\_\_ No \_\_\_

9. Are you claiming the Indiana Small Business Preference (IC 5-22-15-23) Yes \_\_\_ No \_\_\_

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

\_\_\_ Wholesale business with annual sales of four million dollars (\$4,000,000) or less during its last fiscal year. "Wholesale business, means a business that derives its principal source of income (over 50% of gross revenues) from sales to retailers, other merchants, or industrial, institutional or commercial users who will use the goods for resale or business use. This definition distribution activities.

\_\_\_ Service business with average sales of five hundred thousand dollars (\$500,000) or less for the current and preceding three (3) fiscal years and which employs no more than twenty-five (25) persons. "Service business, " means a business that derives its principal source of income (over 50% of gross revenues) from the sale of useful artistic, educational, intellectual, literary, or scientific labor from which no necessary tangible commodity is derived.

\_\_\_ Retail business or business selling services with annual sales and receipts of five hundred thousand dollars (\$500,000) or less. "Retail business," means a business that derives its principal source of income (over 50% of gross revenues) from the sale of supplies to the ultimate consumer.

\_\_\_ Manufacturing business, which employs no more than one hundred (100) persons. "Manufacturing business" means a business that derives its principal source of income (over 50% of gross revenues) from the sale of goods the firm produces at its own facility made from raw, unfinished materials, as distinguished from the final product.

\_\_\_ A business in any of the following sectors is not a small business if it employees more than one hundred (100) persons or if its annual sales exceed 5 Million dollars (\$5,000,000):

- (A) Information Technology
- (B) Life Sciences
- (C) Transportation
- (D) Logistics

\_\_\_ A business that has a current verification as a veteran owned small business as defined by IC 5-22-14-3.5(a) (1-3).

10. Are you claiming the preference for Indiana farm products (IC 5-22-15-23.5) Yes \_\_\_ No \_\_\_

11. Are you claiming the preference for foods/beverages that contain high levels of calcium (IC 5-22-15-24)  
Yes \_\_\_ No \_\_\_

SF47895 (ELEC2/06)

## MINORITY & WOMEN'S BUSINESS ENTERPRISES SUBCONTRACTOR COMMITMENT FORM

Indiana Code 4-13-16.5 and 25 IAC 5 governs the Division of Supplier Diversity program as it relates to the certification, oversight, and responsibilities around the certified Indiana Minority and/or Women Business Enterprises (MWBE). There is a commitment goal for this solicitation. The MWBE Subcontractor Commitment Form is to be submitted as a part of the Respondent's proposal. The entity must be on the State of Indiana Certified M/W/IVOSB list at <https://www.in.gov/idoa/mwbe>.

If utilizing subcontractors, the Respondent must provide the scope of work of the products and/or services to be provided by the subcontractor(s). This must include explanation of whether the products and/or services are to be utilized directly by the Respondent and/or directly by the State, a description of the process through which the products/services will be received and applied to the benefit of the contract, the deliverable requirements as agreed upon between the Contractor and subcontractor, and the cost of supplies being utilized by the Respondent for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The amount entered in "TOTAL BID AMOUNT" should match the amount entered in the Bid List Template ("Bid List" tab; Cell M65). The MBE and/or WBE subcontractor amount and subcontractor percentage is based on the initial term of the contract for scoring purposes only. The overall committed subcontractor percentage shall be sustained throughout the life of the contract including any time after the initial term.

The Department reserves the right to verify all information included on the MWBE Subcontractor Commitment Form.

**Prime Contractors must ensure that the proposed subcontractors meet the following criteria:**

- Must be on the State of Indiana Certified M/W/IVOSB list at <https://www.in.gov/idoa/mwbe>, **on or before** the proposal due date
- Prime Contractor must include with their proposal the subcontractor's MWBE Certification Letter provided by IDOA to show current status of certification
- Each firm may only serve as one classification – MBE, WBE, or IVOSB
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement. (See 25 IAC 5-6-2(d))
- **Must serve a Valuable Scope Contribution (VSC). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**
- Must provide goods or service only in the industry area for which it is certified
- Must be used to provide the goods or services specific to the contract
- National Diversity Plans are generally not acceptable

## MINORITY & WOMEN'S BUSINESS ENTERPRISES SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. The MBE and/or WBE subcontractor amount and subcontractor percentage is only based on the initial term of the contract. However, the subcontractor commitment shall apply to the life of the contract including any time after the initial term.

By submission of the proposal, the Respondent acknowledges and agrees to be bound by the rules and requirements of the State's Division of Supplier Diversity. Questions about those rules and requirements should be directed to: Division of Supplier Diversity at (317) 232-3061 or the Supplier Diversity website at <https://www.in.gov/idoa/mwbe>.

## MINORITY & WOMEN'S BUSINESS COMPLIANCE (MWBE)

If awarded the contract with MWBE subcontractor participation, the Respondent will be required to report payments made to Division of Supplier Diversity certified subcontractors under the Contract monthly using the online audit tool, commonly referred to as "Pay Audit." The Contractor should also notify subcontractors that they must confirm payments received from Contractor in Pay Audit. The Pay Audit system can be accessed on the [IDOA Pay Audit System webpage at https://www.in.gov/idoa/mwbe/payaudit.htm](https://www.in.gov/idoa/mwbe/payaudit.htm).

Further, a copy of each subcontractor agreement must be submitted to IDOA's Division of Supplier Diversity within thirty (30) days of the effective date of this contract. The contracts may be uploaded into Pay Audit, emailed to [MWBECompliance@idoa.IN.gov](mailto:MWBECompliance@idoa.IN.gov); or mailed to Division of Supplier Diversity Compliance 402 W. Washington Street, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement or failure to meet these commitments could be considered a material breach of this contract and result in sanctions per 25 IAC 5.

Any changes to this information during the term of the contract must be approved by MWBE Compliance at [MWBECompliance@idoa.IN.gov](mailto:MWBECompliance@idoa.IN.gov).

# STATE OF INDIANA MBE/WBE SUBCONTRACTOR COMMITMENT FORM

Solicitation #0000087813

<b>Quote/Bid</b>
<b>DUE DATE:</b>
<b>TOTAL Quote/ BID AMOUNT:</b>

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm			
Company Name:		Contact Person:	
Address:		E-mail:	
Sub-Contract Amount:		Telephone Number: (    )	Fax Number: (    )
Sub-Contract Percentage of Total Bid:		Describe service/product to be provided:	
Provide approximate dates when Sub-Contractor will perform on this project:			

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm			
Company Name:		Contact Person:	
Address:		E-mail:	
Sub-Contract Amount:		Telephone Number: (    )	Fax Number: (    )
Sub-Contract Percentage of Total Bid:		Describe service/product to be provided:	
Provide approximate dates when Sub-Contractor will perform on this project:			

\_\_\_\_\_  
Respondent Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
Printed Name and Title

☐ Please check if additional forms are attached.  
Page \_\_\_\_\_ of \_\_\_\_\_

**IF PARTICIPATION EXISTS, THIS FORM MUST BE COMPLETED IN ITS ENTIRETY WITH COMPLETED LETTERS OF COMMITMENT.**

## INDIANA VETERAN OWNED SMALL BUSINESS ENTERPRISE SUBCONTRACTOR COMMITMENT FORM

In accordance with IC 5-22-14 and 25 IAC 9, it has been determined that there is a reasonable expectation of Indiana Veteran Owned Small Business subcontracting opportunities on a contract awarded under this solicitation. The IVOSB Subcontractor Commitment Form is to be submitted as a part of the Respondent's proposal. The entity must be on the State of Indiana Certified M/W/IVOSB list at <https://www.in.gov/idoa/mwbe>.

If participation is met through the use of subcontractors, the Respondent must provide the scope of work of the products and/or services to be provided by the subcontractor(s). This must include an explanation of whether the products and/or services are to be utilized directly by the Respondent and/or directly by the State, a description of the process through which the products/services will be received and applied to the benefit of the contract, the deliverable requirements as agreed upon between the Contractor and subcontractor, and the cost of supplies being utilized by the Respondent for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The amount entered in "TOTAL BID AMOUNT" should match the amount entered in the Bid List Template ("Bid List" tab; Cell M65). The IVOSB subcontractor amount and subcontractor percentage is based on the initial term of the contract for scoring purposes only. The overall committed subcontractor percentage shall be sustained throughout the life of the contract including any time after the initial term.

If the Respondent to the bid is an IVOSB certified entity, the letter confirming same should be submitted with their response. The Respondent has the responsibility to alert IDOA of their certification.

The IVOSB respondent must list their **company contact information only** on the IVOSB Subcontractor Commitment Form.

The Department may verify all information included on the IVOSB Subcontractor Commitment Form.

**Prime Contractors must ensure that the proposed subcontractors meet the following criteria:**

- Must be listed on Federal Center for Veterans Business Enterprise VETBIZ at <https://www.vetbiz/va/gov/vip/> under INDIANA, or listed at State of Indiana Certified M/W/IVOSB list at <https://www.in.gov/idoa/mwbe>, **on or before** the proposal due date
- Prime Contractor must include with their proposal the subcontractor's veteran business Certification Letter provided by either IDOA or Federal Govt. VETBIZ at <https://www.vetbiz/va/gov/vip/>, to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE, or IVOSB
- IVOSB must have a Bidder ID
- A Prime Contractor who is an IVOSB can count their own workforce or companies to meet this requirement. See IAC 25-9-4-1 (c).
- **Must serve a Valuable Scope Contribution (VSC). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**
- Must provide goods or services only in the industry area for which it is certified as listed in the VETBIZ federal registry, at <https://www.vetbiz/va/gov/vip/> under INDIANA or at State of Indiana Certified M/W/IVOSB list at <https://www.in.gov/idoa/mwbe>
- Must be used to provide the goods or services specific to the contract

### INDIANA VETERANS' BUSINESS ENTERPRISES RFP SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the IVOSB must accompany the IVOSB Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the IVOSB of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. The IVOSB subcontractor amount and subcontractor percentage is based on the initial term of the contract. The overall committed subcontractor percentage shall be sustained throughout the life of the contract including any time after the initial term.

By submission of the proposal, the Respondent acknowledges and agrees to be bound by the rules and requirements of the State's IVOSB Program. Questions about those rules and requirements should be directed to: Division of Supplier Diversity at [indianaveteransreference@idoa.in.gov](mailto:indianaveteransreference@idoa.in.gov), (317) 232-3061 or the Supplier Diversity website at <https://www.in.gov/idoa/mwbe>.

# STATE OF INDIANA IVOSB SUBCONTRACTOR COMMITMENT FORM

Solicitation #0000087813

BID#

DUE DATE:

TOTAL BID AMOUNT: \$

Company Name:	Contact Person:	
Address:	E-mail:	
Sub-Contract Amount:	Telephone Number: ( )	Fax Number: ( )
Sub-Contract Percentage of Total Bid:	Describe service/product to be provided:	
Provide approximate dates when Sub-Contractor will perform on this project:		

Company Name:	Contact Person:	
Address:	E-mail:	
Sub-Contract Amount:	Telephone Number: ( )	Fax Number: ( )
Sub-Contract Percentage of Total Bid:	Describe service/product to be provided:	
Provide approximate dates when Sub-Contractor will perform on this project:		

Respondent Firm

Address

City/State/Zip Code

Representative

Date

Telephone Number

Fax Number

Email Address

Authorizing Signature

Printed Name and Title

☐ Please check if additional forms are attached.  
Page \_\_\_\_\_ of \_\_\_\_\_

**FORM MUST BE COMPLETED IN ITS ENTIRETY WITH COMPLETED LETTERS OF COMMITMENT.**





## INDIANA ECONOMIC IMPACT - PROPOSALS AND CONTRACTS

State Form 51778 (R4 / 1-06)

DEPARTMENT OF ADMINISTRATION

Approved by State Board of Accounts, 2006

Solicitation #0000087813

This information is required by the Indiana Department of Administration for all contractors, vendors/suppliers to the State of Indiana (complete all 22 items).

1	Legal Name of firm:	
2	Address/City/State/Zip Code:	
3	Telephone #/Fax #/Website:	
4	Federal Tax Identification Number:	
5	State/Country of domicile/incorporation:	
6	Location of firm's headquarters or principal place of business:	
7	Name of parent company or holding company (if applicable):	
8	State/Country of domicile/incorporation of company listed in #7:	
9	Address of company listed in #7:	
10	IN Department of Workforce Development (DWD) account number:	
11	IN Department of Revenue (DOR) account number:	
12	Number of Indiana resident employees per most recently completed IRS Form W-2 distribution:	
13	Total number of employees per most recently completed IRS Form W-2 distribution:	
14	Total amount of payroll paid to Indiana resident employees per most recently completed IRS Form W-2 distribution:	
15	Total amount of payroll paid to all employees per the most recently completed IRS Form W-2 distribution:	
16	Total amount of this proposal, bid, or current contract:	

**ACCOUNTING OF INDIANA RESIDENT**

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

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

22	<b><u>Affirmation by authorized official:</u></b> I affirm under penalties of perjury that the foregoing representations are true to be				
	Signature:				
	Name of auththorized official:				
	Title:				
	Date:				

### DRUG-FREE WORKPLACE CERTIFICATION

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Vendor and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions, including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

**The Contractor/Grantee certifies and agrees that it will provide a drug-free workplace by:**

- A. Publishing and providing to all of its employees a statement notifying 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.

### SECRETARY OF STATE REGISTRATION

In accordance with IC 5-22-16-4, an offeror or subcontractor desiring to perform any portion of the work described by this bid/quote that is a business required to register with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies.

Information concerning registration with the Secretary of State may be obtained by contacting:

Indiana Secretary of State of Indiana  
Corporation Section  
302 W. Washington St. Rom E018  
Indianapolis, IN 46204  
(317) 232-6576

### COMPLIANCE CERTIFICATION

Responses to this bid solicitation serve as a warrant that the responding entity has properly registered as required by law with the Secretary of State and that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and it agrees that it will immediately notify the State of any such actions. The respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Any respondent agrees that the State may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that State may bar the respondent from contracting with the State, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

## ETHICS OBLIGATIONS

Solicitation #0000087813

The contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq. and Indiana Code 4.2.7, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ig/commission.html>. If the contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12 and 4.2.7.

## PRICING

Unit price must be entered and extended, and the total price of the bid must be shown. Unit prices are to be bid on the basis of the unit specified. If there is an error between the unit price and total price, the unit price shall prevail. **Awarded Prices: Prices listed for each item are firm and cannot be changed.**

## F.O.B. DESTINATION

The State requires all bids to be submitted on the basis of F.O.B. destination.

## OPEN COMPETITION

The specifications are intended to be nonrestrictive. Although at times brand names and model numbers may be used, they are merely intended to be guidelines to establish criteria and quality for competitive bidding. Unless otherwise stated, alternate bids will be evaluated and may be acceptable as long as they can be verified as equal or better than specified as determined by the State. All bidders with alternate products shall submit detailed specifications with their bid.

## CREATION OF BINDING AGREEMENT

A binding Agreement will be created only by the issuance of a Purchase Order at any time within the period stated on the Request for Quotation/Invitation to Bid form. The Binding Agreement will be governed by the terms and conditions included in this bid package. The Contractor shall make no deliveries on verbal orders except from the Using Agency on purchases less than \$5,000 and only with written approval on purchases greater than \$5,000 from the Indiana Department of Administration, Procurement Division.

## EXCEPTIONS

\_\_\_\_\_ PLEASE CHECK IF APPLICABLE

Alternative requests must be equal or better than those specified as determined by the Indiana Department of Administration, and bidders deviating from specified items should provide, with his or her request, a listing of all areas in which his or her product deviates and fully explain and justify this alternative.

ANY EXCEPTIONS ARE TO BE NOTED BELOW AND LISTED BY LINE ITEM NUMBER.

## EMPLOYMENT ELIGIBILITY VERIFICATION

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

1. The Contractor does not knowingly employ an unauthorized alien.
2. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
3. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
4. The Contractor shall require his/her/its subcontractors who perform work under this Contract to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**NON-COLLUSION CERTIFICATION**

This is to certify that the Bidder, being duly affirmed under oath says, that he or she is the contracting party; that he or she has not, nor has any other employee of the company represented by him or her, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he or she has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears upon the face of the contract.

**SIGNATURE**

This is to certify that the bidder or any person on his or her behalf has examined and understands and agrees to the specifications, including General and Special conditions of this document.

BIDDER \_\_\_\_\_ FEDERAL ID NUMBER \_\_\_\_\_ (Please circle to indicate if your FIN is a TIN or SSN)

ORDERING ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

REMITTANCE ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

TYPE OF BUSINESS (i.e., Corporation, Sole Proprietor, LLC, etc.) \_\_\_\_\_

TELEPHONE NUMBER (\_\_\_\_\_) \_\_\_\_\_

E-Mail address: \_\_\_\_\_

If awarded a contract, the bidder will provide supplies, equipment, and/or services to the State of Indiana in accordance with the general conditions, specifications, certifications and other documents of this solicitation.

I, \_\_\_\_\_, the undersigned \_\_\_\_\_  
(Signature) (Print Office Held)

of the above named bidder under penalties of perjury this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, certify that I hold the aforementioned Office in the above bidder and that the representations are true and accurate.