

**INDIANA DESTINATION DEVELOPMENT CORPORATION
VISIT INDIANA TRAVEL GUIDE DEVELOPMENT, DESIGN, PUBLISHING AND DISTRIBUTION
REQUEST FOR QUOTATION (“REQUEST”)**

The Indiana Destination Development Corporation (“IDDC”) is seeking a vendor to satisfy the State of Indiana’s (the “State”) need for development, design, publishing and distribution of the 2021 *Indiana Travel Guide* (also referred to herein as the “Guide”).

The *Indiana Travel Guide* is published and distributed annually by a third party. The purpose of the guide is to provide residents of and visitors to Indiana with engaging content, photography and information about all things Indiana. This guide also serves as a primary source of revenue for the IDDC. Indiana destinations and attractions annually anticipate a high-quality publication in which to purchase advertising.

Budget: Maximum IDDC funding for this project is \$225,000.

SUMMARY SCOPE OF WORK

The selected vendor will provide:

1. Production of the *Indiana Travel Guide*, including the development of content, editorial material, photography, artwork, graphic design, schematics and maps. Included in content creation is the utilization of content already developed for IDDC website www.visitindiana.com.

Quantity: 300,000 – plus minimum required 3% overrun
Distribution Date: On or before March 1, 2021
Technical Specs: Full-size format with final trim size of 8” x 10.5”
30%/70% advertising to editorial content ratio – some editorial content will be provided by IDDC
Text body paper is 50 lb.
4-page cover estimate at 100 lb.
Perfect Bound
112 pages or less, dependent upon advertising sales
4.1875”x6.5” 1/1 BRC – dependent upon advertising sales
4-color print
Digital copy with hotlinks and/or a way to provide analytics
State roadway map in guide- size and placement within guide is will be based on cost

2. IDDC Review of the Guide: IDDC shall have the final review and approval of all contents of the *Indiana Travel Guide*. IDDC and vendor will adhere to mutually agreed upon timelines for reviews (including review by advertisers), approval and publishing, with printing likely to be completed by February 28, 2021.
3. Ownership of contents: The vendor will provide the contents of the Guide, including editorial material, photography, artwork, graphics, schematics and maps. The Guide shall be considered a collective work and shall be deemed work for hire under applicable copyright law. IDDC will provide Contractor with certain materials that the State owns, such as artwork, maps and editorial content.
4. Photography:
 - a. Vendor will create a photo library for the State with images that are:
 - i. Taken by vendor employees for the Guide,
 - ii. Already in vendor’s stock from other publications,
 - iii. Purchased photo stock or
 - iv. Purchased from freelance photographers.
 - b. All images obtained by vendor must include permission for the State to use images on websites, promotional materials and other materials.

5. Prohibitions: Vendor must agree not to publish any other Visitors Guide for Indiana or similar publication which competes with the *Indiana Travel Guide* during the term of this contract. This prohibition applies to publications done on behalf of the vendor or a third party.
6. Printing of the *Indiana Travel Guide* as set forth in the specifications contained above. This may be accomplished with a subcontractor. All subcontractor contact information must be provided with quote.
 - a. Provide breakdown of the cost for printing in the quote request.
7. Distribution of the *Indiana Travel Guide* as follows:
 - a. The vendor shall arrange to have an agreed upon number of publications delivered to IDDC's designated agent for consumer and bulk fulfillment requests by a mutually agreed upon date. The State contracts with another vendor to provide this type of distribution. Vendor will also arrange to have a specified quantity of publications delivered to Indiana Department of Transportation ("INDOT") warehouse location in Indianapolis, Indiana. Vendor will also ship direct to additional selected outlets (visitor centers, destination marketing organizations ("DMO") offices and specified attractions) as directed by IDDC.
8. Additional Distribution Request:
 - a. Vendor will be responsible for sourcing opportunities for the publication to be distributed in other target markets (for example: bundled or polybagged with other publications and distributed to qualified households), including those out of state.
 - b. Vendor would be responsible for this type of distribution and circulation. Examples of target markets include, but are not limited to, Chicago, Louisville, Saint Louis, Cincinnati, Columbus (Ohio), etc. The number of markets can be dictated by what the budget will support.
 - c. Vendor shall be responsible for the cost of shipping of the *Indiana Travel Guide* for distribution to those locations in which the *Indiana Travel Guide* shall be bundled with other out-of-state publications, as well as any return postage.
 - i. Provide a breakdown of these costs in quote request.

KEY DATES

1. All questions must be submitted in writing to Joe Basile at jbasile@lg.in.gov by **3:00 p.m. EDT, Wednesday, September 23, 2020.**
2. RFQ Proposals Due to Indiana Destination Development Corporation by **3:00 p.m. EDT, Wednesday, September 30, 2020.** Submissions can be made:

TERM

Contract shall be effective for a period of nine (9) months. It shall commence in approximately October 2020. IDDC will issue one (1) contract under this Request.

EVALUATION CRITERIA

Proposals will be evaluated using the following criteria:

1. Prior similar experience;
2. Knowledge and experience of the tourism industry in Indiana;
3. Understanding of the work to be performed as set forth in this Request for Quotation;
4. Detailed project budget, including line item breakdown of each area of the publication (development, design, production, printing and distribution)
5. Quality of scope of services and project schedule.

PROPOSAL CONTENT

The proposal should include the following:

1. Applicant Contact Information including Organization Name, Address, Phone Number, Point of Contact Name and Email Address, in addition to the Organization Federal Tax ID, State of Indiana Vendor ID # and State of Indiana Bidder ID #.
2. Organization Capacity and Previous Experience
3. Proposal detail
 - a. Describe the style and feel of the publication your company would recommend for the *Indiana Travel Guide*. Also, please include sample artwork, photography, content, layout, etc. in your proposal.

- b. Please describe the editorial style of your company and what voice you would bring to the *Indiana Travel Guide* and how you would work in existing www.VisitIndiana.com content.
 - c. Detail your recommendations on distribution of this publication, including markets that would reach our target demographic and the most cost-effective methods to obtain return on investment. Provide details of any existing relationships your company could rely on for such distribution and new partnerships you feel would increase circulation of the *Indiana Travel Guide* to qualified leads.
 - d. Digital version of the *Indiana Travel Guide* is requested. The inclusion of the Digital version can be above and beyond the cost of the printed *Indiana Travel Guide* project. Please provide detail on set up of the digital version including hotlinks to advertising and content items and a plan for inclusion of analytics. Outline cost of digital version and include in proposal.
 - e. Provide idea/plan for inclusion of a State Roadway Map within the printed *Indiana Travel Guide*. The vendor is encouraged to include placement location and size guidelines. Multiple ideas can be included. Map inclusion could be but is not limited to a fold out or tear out option. Cost of inclusion of a State Roadway Map within the *Indiana Travel Guide* can be above and beyond the budget threshold for the project. Please outline the cost of option/idea provided and include in the proposal.
 - f. Please provide recommendations on maximization of advertiser revenue, including but not limited to increased advertiser opportunities within publication, creative pricing structures, and cost reductions in printing and distribution.
4. Proposed Timeline
 5. Detailed budget, including optional items (if any)
 6. General statement of qualifications, including contact information and the identity of the project manager
 7. Names and contact information for any subcontractor(s) to be used

SUBCONTRACTORS

As you shall see in the forms enclosed with this packet, and in accordance with 25 IAC 5-5, the goal for this solicitation is 4% Minority participation and 9% Women participation. In addition, the State of Indiana has set a goal of 3% Indiana Veterans Business Enterprise (“IVOSB”) participation. Should you choose to subcontract work, please see the “Minority & Women’s Business Enterprises Subcontractor Commitment Form” in this packet for instructions and guidance on the information and documentation to be provided. In addition, for IVOSB’s, a signed letter(s) on company letterhead from the IVOSB must be included in your response and should include the subcontract amount, a description of products and/or services to be provided and approximate date(s) the subcontractor shall work on this project.

PROPOSAL SUBMISSION

1. Please submit your proposal for the entire scope of work as a PDF file on or before **3:00 p.m. EDT, Wednesday, September 30, 2020**, to Joe Basile at jbasile@lg.in.gov.
2. All questions regarding the Request for Quotation must be emailed to Joe Basile at jbasile@lg.in.gov during the Q&A window as referenced above. Please do not contact Indiana Destination Development Corporation staff regarding this Request for Quotation.
3. Respondents may download the *2020 Indiana Travel Guide* from the Visit Indiana website at the following web address: <https://visitindiana.com/brochures>.

STATE OF INDIANA

Request for Quotation

SOLICITATION NO: IDDC2020-1

REQUEST FOR: Visit Indiana Travel Guide Development, Design, Publishing and Distribution

REQUESTED BY: Indiana Destination Development Corporation

REQUESTOR: Joseph V. Basile

PHONE: 317-234-0266

FAX: _____

YOUR RESPONSE MUST BE RECEIVED BY: 3:00 p.m. EDT, Wednesday, September 30, 2020

GENERAL INFORMATION

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

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

Bidders are not required to be registered with the Procurement Division to respond to a solicitation. If your quotation is recommended for an award, you will be notified of the registration requirements. You will have five (5) days from the date of notification to complete the registration requirements, or the recommended award will be canceled. To register electronically, visit <http://www.in.gov/idoa/2464.htm> . To get help or to verify your registration status, please call the Procurement Division at (317) 234-3542

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.
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.

MINORITY & WOMEN'S BUSINESS ENTERPRISES SUBCONTRACTOR COMMITMENT FORM

In accordance with 25 IAC 5-5, if the purchase is for a Commodity/Services the contract goal for this solicitation is 4% Minority participation and 9% for Women participation. It is the intent of IDOA Procurement Division to meet or exceed the above mentioned MWBE goals. If participation exists the vendor must submit with its quote/bid a MWBE Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at www.in.gov/idoa/mwbe. If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this quote/bid and the cost of direct supplies for this quote/bid. Respondents must complete the Subcontractor Commitment Form in its entirety.

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

Respondents are encouraged to contact and work with MWBED at 317-232-3061 to design a subcontractor commitment to meet established goals as referenced in this solicitation.

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

- Must be listed on the IDOA Directory of Certified Firms
- Each firm may only serve as one classification – MBE or WBE
- 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.
- Must serve a commercially useful function. The firm must serve a value-added purpose on the engagement.
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at www.in.gov/idoa/mwbe
- Must be used to provide the goods or services specific to the contract
- National Diversity Plans are generally not acceptable

MINORITY & WOMEN'S BUSINESS ENTERPRISES SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract.

By submission of the quote/bid, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's MWBE Program. Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women's Business Enterprises Division at (317) 232-3061 or mwbe@idoa.in.gov.

STATE OF INDIANA MBE/WBE SUBCONTRACTOR COMMITMENT FORM

Quote/Bid
DUE DATE:
TOTAL Quote/ BID AMOUNT:

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm	
Company Name:	Contact Person:
Address:	E-mail:
Sub-Contract Amount:	Telephone Number: ()
Sub-Contract Percentage of Total Bid:	Fax Number: ()
	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: ()
Sub-Contract Percentage of Total Bid:	Fax Number: ()
	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 ECONOMIC IMPACT - PROPOSALS AND CONTRACTS

State Form 51778 (R4 / 1-06)

DEPARTMENT OF ADMINISTRATION

Approved by State Board of Accounts, 2006

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

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

ACCOUNTING OF INDIANA RESIDENT

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

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

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

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

SECRETARY OF STATE REGISTRATION

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

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

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

COMPLIANCE CERTIFICATION

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

ETHICS OBLIGATIONS

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

PRICING

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

F.O.B. DESTINATION

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

OPEN COMPETITION

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

CREATION OF BINDING AGREEMENT

A binding Agreement will be created only by the issuance of a Purchase Order at any time within the period stated on the Request for Quotation/Invitation to Bid form. The Binding Agreement will be governed by the terms and conditions included in this bid package.

EXCEPTIONS

_____ PLEASE CHECK IF APPLICABLE

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

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

EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

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

NON-COLLUSION CERTIFICATION

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

SIGNATURE

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

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

ORDERING ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

REMITTANCE ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

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

NORTH AMERICAN INDUSTRY CLASSIFICATION SYTEM (NAICS CODE) _____

TELEPHONE NUMBER (_____) _____

E-Mail address: _____

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

I, _____, the undersigned _____
(Signature) (Print Office Held)

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