

# MASTER SERVICES AGREEMENT

**Contract #0000000000000000000038029**

This Contract ("this Contract"), entered into by and between Indiana Department of Administration (the "State") and MCFARLAND PR & PUBLIC AFFAIRS INC (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1. Duties of Contractor.** The Contractor shall provide the following services relative to this Contract:

The Indiana Department of Administration on behalf of All State Entities here in referred to as ("State") is establishing a quantity purchase agreement (QPA) for Marketing, Public Relations, Advertising and Media Buy Services. The Contractor shall provide these services and commodities necessary to the State as set forth in RFP # 19-087, the Contractor's response, and clarifications, attached hereto in specific exhibits and made a part of this Contract herein by reference. The following contract exhibits are hereby included in this Contract and incorporated herein by reference as follows:

**Exhibit A** = State of Indiana Pricing

**Exhibit B** = Marketing, Public Relations and Advertising Services Requirements

**Exhibit C** = Budget Quotation Sheet

**Exhibit D** = Creative Brief

**Exhibit E** = Scope of Work Template

**Exhibit F** = Service Level Agreements

**Exhibit G** = Performance Metrics

**Exhibit H** = RFP 19-087 RFP Documentation

The duties of the Contractor are set forth, attached hereto, and fully incorporated herein:

## **A. Entities Eligible to Utilize Contract**

### 1) State Agency

As defined in IC 4-13-1, "state agency" means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of state government.

### 2) K-12Indiana

The Contractor shall extend the pricing and services under this Contract to all K-12 entities and work with Educational Service Centers (ESC) to provide access and the means to make purchases through the K-12Indiana purchasing portal which can be accessed at K12Indiana.com.

### 3) LibraryIndiana

The Contractor shall extend the pricing and services under this Contract to all Indiana Libraries and work with the State to provide access and the means to make purchases through the LibraryIndiana purchasing portal which can be accessed at LibraryIndiana.com.

### 4) Extension of Other Governmental Entities/OneIndiana

The Contractor shall extend the pricing and services under this Contract to all other governmental entities within the State of Indiana (“Governmental Entities”). Other Governmental Entities are defined as: An agency, board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: (1) The judicial branch (2) The legislative branch (3) A political subdivision (includes towns, cities, local governments, etc.) (4) A State educational institution.

- 5) Unless otherwise specified within this Contract, the term “State Agency” shall refer to entities/procurement initiatives 1 -4 as set forth in Section A, Entities Eligible to Utilize Contract. Ordering and/or usage instructions exclusive to State Agencies or Governmental Entities shall be identified within each article.

## **B. Contract Implementation**

If requested by the State, the Contractor shall meet with the State and form an Implementation Plan timeline for the overall Contract Deployment. The Contractor shall customize the program to fit the State’s needs and desires for a successful program by meeting a minimum of one meeting per week during the implementation process.

### 1) Implementation Process

The Contractor shall complete the Implementation project in the following phases, and the Contractor shall provide a draft and final copy of the Project Management Plan to the State Account Manager:

#### a) Initiation

The Contractor shall ensure the needs of the State are adequately defined, by engaging with the State in High-level discussions on phase deliverables during Project Initiation and identify priorities that need to be completed through the implementation for a smooth transition. Additionally, the high-level barriers, potential problems, and roles and responsibilities of the project shall be summarized at this time.

#### b) Planning

The Contractor shall establish business requirements and schedule of the project (including a list of deliverables and delivery dates). The Planning Phase shall involve identifying and documenting the project scope, tasks, schedules, risk, quality, and staffing needs. This identification process continues until all possible areas of the chartered project have been addressed.

#### c) Execution and Control

The Contractor’s implementation team shall carry out the project and perform project activities.

#### d) Closing

The implementation team shall remain in place 30 days after the roll out date. The team shall continue to meet regularly to discuss: program success, improvement opportunities, end-user feedback, usage data, product changes, Contractor performance, future goals and objectives. The Contractor shall perform Project Closeout once all defined project objectives have been met and the State has accepted the final implementation of the Contract.

- 2) Implementation – Personnel

The Contractor shall provide a team of qualified experts to assist in the implementation effort. The Contractor’s team shall be led by an appointed Implementation Manager who shall be responsible for the overall management of the implementation process.
- 3) Implementation – Communication Tools
  - a) Implementation Schedule

The Contractor shall provide an implementation project schedule as a document that highlights the tasks required to implement the State’s solution. It shall identify respective responsibilities and completion dates for each task. The schedule shall allow the State and Contractor to monitor the entire process and address related issues. The schedule shall be an active document and shall be updated frequently to reflect changing circumstances and implementation progress.
  - b) Implementation Team Meetings

The Contractor shall schedule with the State weekly implementation team meetings. The Contractor shall prepare Meeting Agendas, shall facilitate the Team meetings, and shall provide Meeting Minutes after conclusion of the Team Meeting by the next business day.
  - c) Implementation Status Reports

The Contractor shall provide status reports to the State throughout the project’s implementation.
- 4) Training
  - a) Implementation Training

At no additional cost to the State, the Contractor shall work with the State and State Agencies to provide users an opportunity through a Kick-off event to learn about the program for best outcome of program usage. The Contractor may host other implementation and product shows around the State as well as additional vendor seminars and training at the direction of the State. As part of the Contractor’s duty to provide training at the direction of the State, the Contractor may be required to host training sessions via internet. The Contractor shall use reasonable best efforts to provide training as necessary to facilitate the goals of this Contract.
  - b) Post-Implementation Training

The Contractor shall continue to provide user training as needed after implementation pursuant to the training requirements of this Contract.
  - c) User Guides

The Contractor shall provide Roll-out Packets or User Guides to Ordering Agencies on how to best use the provided services. The Contractor shall provide the User Guide documentation to the IDOA State Contract Manager for approval prior to release.

**C. Account Management and Customer Service**

- 1) Account Management Structure

The Contractor's Dedicated Account Management Team shall include a Dedicated Account Manager and Customer Service Team. This team shall remain in place throughout the full contract term. The Contractor shall notify the State within 48 hours of any staffing changes from proposed staffing as listed below. The State shall be provided the opportunity to approve or deny any new proposed personnel. The Contractor shall have a back-up plan in place at all times for all Account Management-related personnel and services. The Contractor shall communicate and maintain an up-to-date back-up plan for all Account Management Team members.

- a) Dedicated Account Manager – The Account Manager shall serve as the Central Point of Contact and have the authority to negotiate the Contract between the State and Contractor. In addition, the Account Manager shall assist with account implementation and maintenance throughout the life of this Contract. Daily inquiries related to project/campaigns, billing errors, and most customer-specific issues can be handled at the Dedicated Account Manager level. The Account Manager shall also actively market the services of this Contract to local governmental entities.
  - b) Customer Service Team – The Customer Service Team shall be responsible for assisting the State Agencies with any issues and ensuring service level compliance.
- 2) Quarterly Business Reviews (QBR)

The State and the Contractor shall agree upon the reporting model during the first 60 days of contract implementation. The State may request that the Contractor include, but is not limited to, Service Level Agreements, Key Performance Indicator (KPI), Performance Metrics, Transaction Usage, Pricing Audit Report, local government usage, additional reporting fields, etc. over the life of the Contract. The Contractor shall be responsible for presenting the agreed upon reporting model to the State at the Quarterly Business Review (QBR), as well as, anytime upon the State's request.
  - 3) Service Level Agreements and Performance Metrics

The Contractor shall monitor and fulfill all Service Level Agreements and Performance Metrics. See **Exhibit F and G** for Service Levels and Performance Metrics.
  - 4) Problem Resolution

Problem escalation shall be handled using the Contractor's resolution process as provided in the Technical proposal of RFP # 19-087 (see **Exhibit H**). The Contractor shall provide a copy of the Contractor's most recent problem resolution process. In the event that the Contractor amends the problem resolution process, notification shall be sent to the IDOA State Contract Manager and an electronic copy provided to the State. The IDOA State Contract Manager has the authority to contact the Contractor's Account Manager directly for problem resolution if it is determined that the problem requires action from the Contractor that is swift and appropriate. Members of the Contractor's Account Team shall arrive onsite at the Indiana Government Center in Indianapolis by the next business day, if necessary.

- 5) Disaster Recovery Plan  
The Contractor shall provide a copy of the Contractor's most recent disaster recovery and continuity of operations plan. The disaster recovery plan shall demonstrate that in the event of a catastrophe, the State's inconvenience would be extremely minimal. The plan shall include, but not limit to, the process the State should follow to escalate issues. In the event that the Contractor amends the disaster recovery plan notification shall be sent to the State Account Manager and an electronic copy provided to the State. The Contractor shall provide copies of the disaster recovery plan to all State Agencies upon request.
- 6) Customer Service Hours  
The Contractor shall provide customer services for all State Agencies locations Monday through Friday from 7:00AM to 5:00PM EST. This on-going support shall be provided via a toll free telephone number, email, and fax. The Contractor's Dedicated Account Manager shall be accessible by phone for emergencies such as, but not limited to, disaster relief to provide assistance with customer service or orders that need to be placed.
- 7) Customer Service Response Time  
The Contractor shall resolve all customer service issues within 48 hours of submission.

**D. Project/Program Deliverables**

- 1) For each campaign, the Contractor shall provide a detailed budget and schedule appropriate to the specific campaign (a breakdown by week may be appropriate for a campaign of short duration, and a monthly schedule may be most efficient for a long-term campaign of up to a year) that includes firm price quotations. Quotations shall be provided to the State of Indiana State Agency on **Exhibit C – Budget Quotation Sheet**. The Proposal must include a timeframe for project completion, a specific description of deliverable items, a background analysis, objectives, target audiences, the period of performance (push), a scope of work, budget, measurement criteria, and delivery dates. Unless indicated otherwise, deliveries shall be made directly to the State Agency. The Contractor shall be responsible for immediately advising the State Agency of any circumstance or event that could result in late completion of any task or subtask called for to be completed on certain date. The Contractor will not acquire other client(s) that may have competing interests with the State of Indiana as solely determined by the affected State agencies.
- 2) The Contractor shall also furnish cost estimates based on the prices as shown in **Exhibit A – State of Indiana Pricing** and any residual costs that must be identified on **Exhibit C – Budget Quotation Sheet** based on the project scope of the State Agency. Estimates shall be subject to the approval of the State Agency and must precede the period for which they are proposed and/or the project start date. Estimates must be numbered. In addition, adjusted budgets must be provided reflecting any modification approved by the State Agency in the proposed expenditures. A final budget must be submitted at the conclusion of each campaign.

- 3) The Contractor shall obtain a minimum of 3 competitive proposals/bids on all non-media expenditures. Documentation of the proposal process, including bids, must be submitted to the State Agency for pre-approval of all non-media expenditures.
- 4) All changes in specifications and cost estimates must be approved by the State Agency prior to moving forward with the Project. The State Agency will not be responsible for unapproved increased billing invoices. Labor pricing is firm under the terms of this contract - with the exception of dedicated long- term support-based services, which may be flexible, but cannot exceed the maximum listed contract rates as found in **Exhibit A – State of Indiana Pricing**.
- 5) Complex or long-term projects may necessitate the State Agency communicate its needs in language more prescriptive than that found in this Contract. At no time shall such additional detail conflict with the terms and conditions of the contract, nor shall the communicated needs exceed the intended scope of the contract.
  - a) Should a Contractor take exception to additionally defining language on the grounds that such language conflicts with or exceeds the contractual requirements, the Contractor has the following resolution options available in the sequence identified:
    - Provide alternative, contractually compliant options to the State Agency
    - Contact the IDOA State Contract Manager for resolution mediation
- 6) The Contractor agrees to provide the requirements as listed in **Exhibit B – Marketing, Public Relations and Advertising Services Requirements**.

**E. Print Production**

- 1) As allowed and directed by IC 5-22-4-1, IC 5-22-11, and IC 5-22-12 the State Agencies may elect to utilize existing State of Indiana QPA Vendors, Indiana Correctional Industries or Ability Indiana organizations, hereinafter referred to as Directed Sources, for printing products and/or services.
- 2) If State Agencies elect to utilize Directed Sources, the Contractor agrees to purchase and/or sub-contract for printing products and/or services. The Contract will work with the State Agency and the Directed Sources on production timelines, file transfers, job specifications, invoicing, and delivery instructions for print work as required and at no additional cost to the state.
- 3) The Contractor will be prepared and able to use Directed Sources for as much or as little of the Contract as determined by the State. The Contractor will have full capability and adequate vendor resources to supply all work under this Contract without the use of Directed Sources.
- 4) Printing costs must be included in the estimated budget established for each project assignment. At no time will the State be billed for a price that exceeds the quoted price.
- 5) The price billed to the State for all printing provided through this contract will not exceed the cost paid to the Subcontractor by the Contractor. No up-charge,

commission, fee, overhead, profit or other additional charges shall be allowed or paid by the State. All discounts and rebates must be passed to the State.

- 6) If requested by the State or Agency, the Contractor shall provide documentation to confirm the pricing billed to the State. This includes, but is not limited to Subcontractor invoices and proof of payment.

#### **F. Shipping / Delivery**

If shipment of materials is required per Scope of Work, the Contractor shall be able to deliver to all current and potential delivery sites within the State of Indiana, and meet specified delivery requirements as well as delivery to all other State Agency locations. The Contractor shall ship and deliver products by date mutually agreed upon in scope of work.

#### **G. Billing/Payment**

##### 1) Invoice

The Contractor shall invoice the state only after completion of the work described in the purchase order and/or the payment schedule mutually agreed upon and defined in the Scope of Work, and as required below prior to any payment. The Contractor shall submit an invoice to the State Agency's Bill To Address.

##### 2) Billing

The Contractor understands and agrees that the invoice shall;

- Include only charges for products/services that have been shipped/fulfillment complete
- Not include any items unfulfilled, which shall have a separate invoice for payment on the same Purchase Order
- If multiple invoices are sent for the same Purchase Order, there shall be a note this is for partial payment
- Not include sales tax
- Reflect time worked in quarter increments

##### 3) Payments

It shall be the responsibility of the "Bill To" agency to make payment. Any questions concerning payment should be addressed to the "Bill To" agency listed on the purchase order. If there is a dispute over charges on the State's invoice, the State shall work with the Contractor's assigned Account Manager to determine the issue and path of resolution.

The Contractor agrees that the timeframe for payment (and any discounts) begins when the "Bill To" agency is in receipt of a correct invoice that meets the minimum requirements stated above and products/services have been delivered in satisfactory condition.

The Contractor understands and agrees that the State shall not accept any responsibility for purchase orders issued by local governmental entities.

#### **H. Reporting/Metrics**

The Contractor shall provide the State Agencies monthly, quarterly, ad-hoc reporting, and report customization at no cost for the duration of the Contract. The standard reporting

listed below shall be available to the State Agency within 2 business days of the request unless the parties agree to a longer response period. State Agencies required reporting shall be agreed upon and detailed in each Scope of Work. State Agencies agreed upon reporting shall be provided within 2 business days of the request unless the parties agree to a longer response period. Ad-hoc and customized reporting shall be provided within 5 business days.

1) Usage Reports

The Contractor shall track all Contract usage, by line item to report at each QBR. The report shall include, but not limited to: State Agency, Dollar Amount, Target Completion Date, Actual Completion Date, Pass-Through Costs and if applicable Commission Percentage. The Contractor shall provide updates upon request by the State.

2) Pricing Audit Report

The Contractor shall work with the IDOA State Contract Manager to develop a mutually agreed upon pricing audit report that reflects the number of transactions during a 3 month period, price of the services at the time of purchase, and the price the State Agency paid to show the difference. The Contractor shall provide this report at each QBR and shall provide updates upon request.

3) MWBE Subcontractor Compliance

The Contractor shall enter, on a monthly basis, payments into the Minority and Women's Business Division online audit tool, to each Minority and Women's Business subcontractor committed to in this Contract.

4) Indiana Economic Impact (IEI)

The Contractor shall track and report on a quarterly basis actual full time equivalent (FTE) employees that are Indiana residents specifically working on this Contract. The Contractor shall be held to the commitment specified at time of award, as detailed on the Indiana Economic Impact form in the RFP documents (see **Exhibit H**). FTE's that shall be included in this report are employees working on this Contract ONLY. Employees working on this Contract, but not full time, shall be counted as a fraction or percent of one (1) employee. The Contractor shall work with the State to develop and provide the method of tracking IEI and detailed job descriptions within 90 days of final State signature.

**I. Miscellaneous Commitments**

1) Subcontracting

The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontract agreements are approved by the State, each shall contain all sections of this Contract. The Contractor shall be the Prime Contractor and shall be responsible for all work performed on this Contract.

2) Purchasing Card

The Contractor shall accept the State's Purchasing Card (P-Card) as an optional form of payment, if advised by the IDOA State Contract Manager. The Contractor shall accept any credit card-user handling fees associated with the acceptance of the State's Purchasing Card.



**2. Consideration.** Total remuneration under this Contract shall not exceed \$3,000,000.00.

**A. Estimated Volume**

The total remuneration under the contract is estimated and actual usage may be substantially more or less. The State does not guarantee any particular volume for the contract. The Contractor shall only be paid for products or services rendered hereunder. The State or any other participating governmental entity is under no obligation to purchase from the Contractor during the contract period.

**B. Pricing Errors and Overcharges:**

For any pricing errors or overcharges discovered by either party, the Contractor shall reimburse the State in full for all overcharges. Additionally, the Contractor shall pay to the State 10% of total purchase price of the accurately-priced items/services which had been invoiced at incorrect pricing, at the discretion of the State, if Contractor fails to correct pricing discrepancies within 7 days of notification. The Contractor shall provide a credit or check to the State Agency, whichever the State agency prefers, for the pricing errors. In the event that multiple agencies are involved, credit distribution shall be determined at the discretion of IDOA.

**3. Term.** This Contract shall be effective for a period of two (2) years. It shall commence on November 15, 2019 and shall remain in effect through November 14, 2021.

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

**5. Assignment; Successors.**

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

**B.** The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

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

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

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

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

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

**10. Compliance with Laws.**

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

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

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

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

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

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

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

H. As required by IC § 5-22-3-7:

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

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

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

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

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

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

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

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

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

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

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

**13. Continuity of Services.**

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

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

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

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

**14. Debarment and Suspension.**

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person

with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

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

**16. Disputes.**

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

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

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

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

**18. Employment Eligibility Verification.** As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

A. 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.

B. 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.

C. 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.

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

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

**21. Funding Cancellation.** As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**22. Governing Law.** This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**23. HIPAA Compliance.** If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants

that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

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

**25. Independent Contractor; Workers' Compensation Insurance.** The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

**26. Indiana Veteran Owned Small Business Enterprise Compliance.** Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's IVOSB Division ("IVOSB Division") and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract

IVOSB PERSON	COMPANY NAME	PHONE	EMAIL OF CONTACT
	PERCENT		

N/A

A copy of each subcontractor agreement must be submitted to the IVOSB Division within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to [IndianaVeteransPreference@idoa.IN.gov](mailto:IndianaVeteransPreference@idoa.IN.gov), or mailed to IDOA, 402 W. Washington Street, Room W-478, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to [IndianaVeteransPreference@idoa.IN.gov](mailto:IndianaVeteransPreference@idoa.IN.gov) for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: [www.in.gov/idoa/mwbe/payaudit.htm](http://www.in.gov/idoa/mwbe/payaudit.htm). The Contractor may also be required to report IVOSB certified subcontractor payments directly to the IVOSB Division, as reasonably requested and in the format required by the IVOSB Division.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.



**27. Information Technology Enterprise Architecture Requirements.** If this Contract involves information technology-related products or services, the Contractor agrees that all such products or services are compatible with any of the technology standards found at <https://www.in.gov/iot/2394.htm> that are applicable, including the assistive technology standard. The State may terminate this Contract for default if the terms of this paragraph are breached.

**28. Insurance.**

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

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.

4. Fiduciary liability if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others with limits no less than \$700,000 per cause of action and \$5,000,000 in the aggregate.

5. Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.

6. Surety or Fidelity Bond(s) if required by statute or by the agency.

7. Cyber Liability if requested by the State addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.

2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.

4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

**29. Key Person(s).**

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

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

Key person(s) to this Contract is/are None.

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

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

**32. Minority and Women's Business Enterprises Compliance.**

Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by MWBE Compliance and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following MBE/WBE Division ("Division") certified MBE and/or WBE subcontractors will be participating in this Contract: **[Add additional MBEs and WBEs using the same format.]**

MBE or WBE CONTACT PERSON	COMPANY NAME PERCENT	PHONE	EMAIL OF
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N/A

A copy of each subcontractor agreement must be submitted to the Division within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to [MWBECompliance@idoa.IN.gov](mailto:MWBECompliance@idoa.IN.gov), or mailed to MWBE Compliance, 402 W. Washington Street, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to [MWBECompliance@idoa.IN.gov](mailto:MWBECompliance@idoa.IN.gov) for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: [www.in.gov/idoa/mwbe/payaudit.htm](http://www.in.gov/idoa/mwbe/payaudit.htm). The Contractor may also be required to report Division certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

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

The State is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

**34. Notice to Parties.** Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Ann Walker  
IDOA Vendor Contract Manager  
402 W. Washington St.  
Indianapolis, IN 46204  
317-234-2142  
AnWalker2@idoa.IN.gov

B. Notices to the Contractor shall be sent to:

Stephanie McFarland, APR  
325 S. College Ave, Suite 101  
Indianapolis, IN 46202  
317-602-1546  
[stephanie@mcfarlandpr.com](mailto:stephanie@mcfarlandpr.com)

As required by IC § 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

**35. Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, (3) RFP #19-087, (4) Contractor's response to RFP #19-087, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

**36. Ownership of Documents and Materials.**

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the

Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

**37. Payments.**

A. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

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

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

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

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

**40. Public Record.** The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

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

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

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

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

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

**46. Termination for Default.**

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

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

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

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

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

E. The State reserves the right to allow or disallow the Contractors participation in future solicitation opportunities, as a prime or subcontractor, for a period of two (2) years from the date of the notice of termination for Default. A letter from the Commissioner of the Indiana Department of Administration shall be required to participate on future solicitations within the two (2) year time frame.

**47. Travel.** No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the Budget Agency's *Financial Management Circular -- Travel Policies and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Circular* guidelines.

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

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

**50. State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2019 OAG/ IDOA Professional Services Contract Manual* or the *2019 SCM Template*) in any way except as follows:

46. E. Termination for Default

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

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

[https://hr.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP\\_GUEST](https://hr.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST)

**In Witness Whereof**, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

MCFARLAND PR & PUBLIC AFFAIRS INC

Indiana Department of Administration

By: 

By: 

Title: President

Title: Director of Vendor Management

Date: 10/28/2019

Date: 11/13/2019

<p>Electronically Approved by: Indiana Office of Technology</p> <p>By: _____ (for) Deward Neely, Chief Information Officer <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>	<p>Electronically Approved by: Department of Administration</p> <p>By: _____ (for) Lesley A. Crane, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>
<p>Electronically Approved by: State Budget Agency</p> <p>By: _____ (for) Zachary Q. Jackson, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>	<p>Electronically Approved as to Form and Legality: Office of the Attorney General</p> <p>By: _____ (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>





EXHIBIT A – STATE OF INDIANA PRICING

<b>HOURLY RATE (Firm, Fixed Price)</b>	<b>UNIT</b>	<b>HOURLY RATE or "N/A" if Not Applicable</b>
<b>Advertising Services</b>		
Partner	Hour	N/A
President	Hour	N/A
Comptroller/Accounting Manager	Hour	N/A
Account Director/Supervisor	Hour	N/A
Account Executive	Hour	\$135.00
Account Manager	Hour	\$135.00
Project Manager	Hour	N/A
Creative Director/Copy	Hour	N/A
Creative Director/Art	Hour	\$100
Senior Art Director	Hour	N/A
Art Director	Hour	\$100
Senior Copywriter	Hour	\$135
Junior Copywriter	Hour	N/A
Production Director/Print	Hour	N/A
Production Director/Art	Hour	N/A
Production Director/Media	Hour	\$150
Producer	Hour	\$150
Researcher	Hour	\$220
Studio Manager	Hour	N/A
Media Director	Hour	N/A
Media Supervisor	Hour	N/A
Media Planner/Buyer	Hour	N/A
Interactive Specialist (Web - DVD)	Hour	\$75
Web-Traffic Analyst	Hour	N/A
Administrative Assistant	Hour	N/A
Clerical	Hour	N/A
Photographer	Hour	\$100
Videographer	Hour	\$300
Graphic Designer	Hour	\$75
Translation Services	Hour	\$75

<b>HOURLY RATE (Firm, Fixed Price)</b>	<b>UNIT</b>	<b>HOURLY RATE or "N/A" if Not Applicable</b>
<b>Marketing and Public Relations Services</b>		
Partner	Hour	N/A
President	Hour	N/A
Comptroller/Accounting Manager	Hour	N/A
Account Director/Supervisor	Hour	N/A
Account Executive	Hour	\$135.00
Account Manager	Hour	\$135.00
Project Manager	Hour	N/A
Creative Director/Copy	Hour	N/A
Creative Director/Art	Hour	\$100
Senior Art Director	Hour	N/A
Art Director	Hour	\$100
Senior Copywriter	Hour	\$135
Junior Copywriter	Hour	N/A
Production Director/Print	Hour	N/A
Production Director/Art	Hour	N/A
Production Director/Media	Hour	\$150
Producer	Hour	\$150
Researcher	Hour	\$220
Studio Manager	Hour	N/A
Media Director	Hour	N/A
Media Supervisor	Hour	N/A
Media Planner/Buyer	Hour	N/A
Interactive Specialist (Web - DVD)	Hour	\$75
Web-Traffic Analyst	Hour	N/A
Administrative Assistant	Hour	N/A
Clerical	Hour	N/A
Graphic Designer	Hour	\$75
Photographer	Hour	\$100
Videographer	Hour	\$300
Translation Services	Hour	75

## **Exhibit B – Marketing, Public Relations and Advertising Services**

This document is an exhibit to the Master Services Agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services Agreement shall be resolved by giving precedence and effect to the Master Services Agreement.

### **A. Marketing, Public Relations and Advertising Services**

The following terms apply to all Marketing, Public Relations and Advertising Services:

1. If the State Agency deems any final product unusable or unacceptable due to improper preparation of the mechanical(s), the Contractor shall be responsible for any and all costs associated with the reproduction of said product. Improper preparation shall include anything done incorrectly to the mechanical during its preparation that can cause printing to be compromised. All duplicate charges for the artwork will be rejected.
2. Contractor will ensure that all licensing agreements permit the State Agency to use the artwork or replace the photograph when it re-runs a campaign.
3. The Contractor shall monitor and evaluate the progress and effectiveness of each advertising and public relations campaign. The Contractor shall suggest measurable criteria for evaluation that, in its judgment, should be used in determining the performance of each specific campaign. These criteria shall include, but not limited to, such common measures as media impressions, awareness and utilization rates. The Contractor and State Agency shall agree on the criteria.
4. The Contractor must obtain at least 3 competitive proposals/bids on all non-media expenditures. Documentation of the proposal process, including bids, must be submitted to the State Agency for pre-approval of all non-media expenditures.
5. All invoicing received from the Contractor must have detailed support to include separate lines showing all billable transactions. A copy of the Budget Quotation Sheet must accompany all invoices. The State Agency will not pay invoices that lack detailed support documentation. Delayed invoicing, billing, or payments due to lack of detailed support documentation with invoices is the responsibility of the Contractor. The State's payment terms apply once all documentation for payment has been received by the State Agency. The Contractor is responsible for all payments to the subcontractor. To ensure the integrity of all campaigns the prime Contractor must, within 30 days of receipt of payment from the State, fulfill corresponding payment obligations to the subcontractors.
6. Advertising Activities shall not be conducted, made public, or disseminated without prior approval of the State Agency.

### **B. Marketing and Public Relations Services**

The Contractor shall assist in creative design, website programming/re-design or update, development and strategic planning for State Agency goals, marketing programs and public relations activities. This shall include supporting existing campaigns and programs, updating of

existing designs or creating new designs, and creating new and fresh promotional campaigns as needed by the State Agency.

1. PROCEDURE

When a State Agency has a communications initiative or campaign with a budget greater than \$49,999, the State Agency will prepare a Creative Brief and submit it to a minimum of 3 of the contracted vendors in Category 1 – Marketing, Public Relations and Advertising for a bidding opportunity. Each of these vendors shall prepare a Budget Quotation Sheet and a detailed marketing and / or public relations proposal. The State Agency shall develop a Scope of Work sub-agreement, based on the approved Budget Quotation Sheet and the approved Proposal, with the vendor that has demonstrated the best ability to meet the State Agency’s strategic communications objectives within the allotted budget.

When the budgeted amount is \$49,999 or less, the State Agency may directly engage a vendor from the contracted vendors in Category 1 – Marketing, Public Relations and Advertising. The State Agency will prepare and submit a Creative Brief to that vendor. The vendor shall prepare a Budget Quotation Sheet and a detailed proposal, submit it to the State Agency. The State Agency shall develop a Scope of Work sub-agreement, based on the approved Budget Quotation Sheet and the approved Proposal.

- a) The Contractor shall develop marketing plans and campaigns consistent with Agency goals and objectives.
- b) For engagements requiring the creation, implementation, modification, or management of a website, the Contractor and the State Agency must have Indiana Office of Technology approvals.
- c) The Contractor, with State Agency approval, will prepare and execute a marketing and public relations campaign plan that parallels and complements the objectives of the entire customer information and goal campaign. Included in the plan shall be measures and targets to track the impact of public awareness and customer promotions in relation to the success of the campaign.
- d) The Contractor will develop Strategic Planning for advertising, marketing and communications activities.
- e) The Contractor shall provide written project status reports on either a weekly, bi-weekly, or monthly basis as required by the State Agency.
- f) The Contractor shall participate in periodic conference calls with the State Agency to review the status of current projects and address programmatic details and issues to ensure timely delivery and successful outcomes of all campaigns. Frequency of conference calls will be determined by the State Agency.
- g) Campaigns will be designed and implemented to reach specific target audiences. Target audiences might include populations that have been identified as disparate by evaluation data, ethnic minority populations and other target populations as deemed appropriate by

the State Agency. Messages must be designed to reach specific target audiences as identified by the State Agency. Messages must be culturally appropriate and easily understood by all literacy levels.

- h) Broadcast, radio, website and collateral creative design execution and production will be accomplished by the Contractor with approval of the State Agency. Print creative design will be accomplished by the contractor. Print production requirements are detailed in section 1.4.4 D. PRINT PRODUCTION of the RFP document.
- i) The Contractor shall also suggest program promotions for the rollout of the campaign, and after approval by the State Agency, work to plan and execute these promotions.
- j) The Contractor shall identify and recommend changes to optimize campaign goals set by the State Agency based on public participation, input, and feedback on the program.
- k) The Contractor may be asked to produce and place press releases and matte releases in daily and weekly newspapers, including the minority press, periodicals, newsletters, trade press and national and international publications.
- l) The Contractor shall identify and pursue new and feature placement opportunities and pitch stories to all forms of media with approval of the State Agency.
- m) The Contractor will provide expertise in the area of event planning.
  - 1) The Contractor shall recommend, as appropriate, events to launch, roll out and conclude campaigns and, after approval from the State Agency, plan and execute these events.
  - 2) The Contractor will provide photography and / or videography of events when requested by the State Agency.
- n) The Contractor will use good faith efforts to obtain the most cost-effective buy-outs and talent agreements whenever possible, but especially in cases when additional uses of advertisements and their components are anticipated (i.e. submission to other agencies or other states' potential use).
- o) The Contractor shall implement the marketing plan State materials created by the vendor and /or pre-produced media materials.
- p) The Contractor shall provide Public Relations services to help generate public interest and awareness for Agency programs/initiatives that benefit Hoosiers, or to help achieve the State Agency's strategic communications objectives. This includes publicizing the activities and projects of other vendors contracted by the State Agency and, as funding permits, other projects that are related to agency programs/initiatives.
- q) Creative concepts and specific messaging may be thoroughly tested through cognitive groups, focus groups, polling and other methods, prior to production. All campaigns will be designed with input from the State Agency and only implemented upon approval from the State Agency.
- r) Upon approval of each public relations plan, the Contractor shall arrange for the production, use, dissemination and distribution of various forms of communication, literature, publications and public relations materials called for in the plan and approved

by the State Agency. Prior to use, all materials shall be approved by the State Agency in advance of production deadlines.

- s) The Contractor shall execute all contracts with the media and other third parties, including the negotiation of the best possible rates for any such project-specific contracts, when required. All such project-specific contracts shall be entered into as an independent contractor and not as an agent of the State. All cost benefits must be passed to the State.
- t) In offering the best value to the State, the Contractor shall consider participation in, or development of, joint promotions, cooperative advertising and co-promotions. Where such opportunities exist, the Contractor shall provide the State Agency with critical details including potential value. The State Agency shall have final approval on all such opportunities.
- u) The Contract must make the State Agency aware of any possible sponsorships, public outreach, or other external partnerships. The cost-efficiency of any such sponsorship or partnership, and the sponsorship or partnership value to the State Agency must be included.
- v) Following submission of public relations material to the media or other third parties, the Contractor shall examine or audit the placements released through the various media outlets to verify that quality, timing, position and distribution are consistent with the media plan and schedule. The Contractor shall provide verification to the State Agency.

w) **Social Media Marketing**

Social Media and Web 2.0 are terms that describe internet-based technology communication tools with a focus on immediacy, interactivity, user participation and information sharing in multiple ways. Social Media refers to the following:

- Forums
- Weblogs (blogs, vlogs, microblogs, presence applications)
- Wikis
- Social Bookmarking
- Social Communication Sites
- Podcasts
- Photos
- Videos (video, vlogs, livecasting – streaming)
- Real-Time Web Communications (chat, chat rooms, video chat)

It is the intent of this Contract to allow State Agencies to use existing and future Social Media technologies to provide information and interact with customers in Social Media venues in the performance of State business, within the framework deemed appropriate by the Governor's Office Communications Team.

- 1) Any State Agency that will establish new Social Media venues on behalf of the State of Indiana shall coordinate the implementation of these new online venues with the agencies Communications Team. This coordination will ensure that the implementation of Social Media Venues is cohesive at the agency level.

- 2) The Contractor will adhere to the IOT Standards and policies, which include but may not be limited to the Social Media Policy Statement and Requirements
- 3) The State Agency will communicate only accurate and verifiable facts to the Contractor. The Contractor will only communicate accurate and verifiable facts – no unverifiable opinions.
- 4) Non-Public or Confidential information will be protected and not disclosed via any Social Media outlet site.
- 5) The Contractor, with State Agency approval, will prepare and execute a Social Media launch for purposes of Marketing, Public Relations, communicating and advertising agency initiatives. Social Media includes, but is not limited to: Facebook, Twitter, LinkedIn, Google+, Instagram, MySpace, Flickr, and Craigslist.
- 6) If required by the State Agency, the Contractor will provide a collection of tools and resources to create, manage, and measure Social Media marketing efforts and Social Media web-page solutions.
- 7) If required by the State Agency, the Contractor (with State Agency approval) will be responsible for information updates and program promotions on Social Media sites based on the State Agency's project term, but not to exceed the term expiration of this contract.
- 8) The Contractor will not allow ad servers or ad network activity on any of the State of Indiana Social Media pages without direct approval from the State Agency.
- 9) The Contractor must obtain at least 3 competitive proposals/bids on any and all non-media expenditures. Documentation of the proposal process, including bids, must be submitted to the State Agency for pre-approval of all non-media expenditures.
- 10) All invoicing received from the vendor must have detailed support to include separate lines showing all billable transactions. A BUDGET QUOTATION SHEET must accompany all invoices. The State Agency will not pay invoices that lack detailed support documentation. Delayed invoicing, billing, payments due to lack of detailed support documentation with invoices is the responsibility of the Contractor. The Contractor is responsible for all payments to subcontractors. **To ensure the integrity of all campaigns, the Prime Contractor must, within 30 days of receipt of payment from the State, fulfill corresponding payment obligations to subcontractors.**
- x) The Contractor shall provide consultation on and development of Internet marketing opportunities and trends. The Contractor shall be experienced in designing and executing



internet marketing activities and evaluating trends in the internet medium. Internet marketing services may include, but not be limited to:

- 1) Developing and executing interactive customer retention and acquisition strategies for the State Agency services, and social networking sites.
  - 2) Assisting the State Agency in developing and executing social media strategies by campaign and on an on-going basis.
  - 3) Reviewing and evaluating all internet-related media proposals.
  - 4) Evaluating all State Agency product activities to identify effective internet marketing opportunities
  - 5) Assisting the State Agency in developing and executing other business communication and retailer support web-based solutions
  - 6) Providing analytics for internet campaigns at a mutually agreed upon frequency
- y) The Contractor shall prepare preliminary creative materials, as planned and scheduled, and present them to the State Agency for approval. Additional approaches may be requested by the State Agency at any time during the review and approval process. Creative materials that are overly similar will not count toward the creative approaches. The State of Indiana expects different/fresh approaches.
- z) The Contractor shall furnish clear and complete printing specifications to the State Agency for each proposed printing item. The specifications shall include factors such as size, quantity, paper stock, color of inks, copy, layouts, artwork and mechanicals.
- aa) The Contractor shall charge only one time for all artwork or logo, electronic or otherwise, that may be used in multiple forms, formats and software applications.
- bb) The Contractor shall provide the State Agency with copies of all public relations materials that are placed and distributed by the Contractor. All such materials are to have been approved by the State Agency prior to placement or distribution.
- cc) The Contractor will provide the State Agency final print, web ready and native files at the completion of each job. All files are the property of the State of Indiana.
- dd) If the State Agency deems any final product as unusable or unacceptable due to improper preparation of the mechanical(s), the Contractor shall be responsible for any and all costs associated with the reproduction of said product. Improper preparation shall include anything done incorrectly to the mechanical during its preparation that can cause printing to be compromised. All duplicate charges for the artwork will be rejected.
- ee) Contractor will ensure that all licensing agreements permit the State Agency to use the artwork or replace the photograph when it re-reruns a campaign.
- ff) Talent acquisition licensing fees shall be disclosed to and approved by the State Agency prior to campaign budget approval.
- gg) The Contractor shall monitor and evaluate the progress and effectiveness of each advertising and public relations campaign. The Contractor shall suggest measureable

criteria for evaluation that, in its judgment, should be used in determining the performance of each specific campaign. These criteria shall include, but not necessarily be limited to, such common measures as media impressions, awareness and utilization rates. The Contractor and State Agency shall agree on the criteria.

- hh) The Contractor will provide website consultation, development, programming, quality control, change control and content management.
- ii) The Contractor will provide research consultation and analysis.
- jj) The Contractor will provide evaluation, consultation, and professional recommendation concerning emerging media outlets, promotional services, sponsorship opportunities, merchandising aids and devices, and proposed concepts that might assist the State Agency in fulfilling its mission.
- kk) The Contractor, at the State Agency's request, will provide assistance in developing and updating an annual Marketing Plan and Annual Sales Plan.
- ll) The Contractor will provide program and campaign-specific development of advertising and communications plans to support the marketing plan.
- mm) The Contractor will provide budget control and shared responsibility for cost control.
- nn) The Contractor will provide Public Relations services including situation analysis, communications advice, writing for press and public consumption, media relations, and in-person support for key State Agency communications and promotional initiatives.
- oo) The Contractor will assist the State Agency in procuring necessary media contracts, promotional partnerships, printed materials (through the Print/Mail QPA), durable retail signage, and various collateral and sales aids related to the State Agency's ongoing advertising and retail marketing programs in compliance with the State's procurement laws.
- pp) The Contractor will provide crisis management as requested by the State Agency.
- qq) The Contractor must obtain at least 3 competitive proposals/bids on all non-media expenditures. Documentation of the proposal process, including bids, must be submitted to the State Agency for pre-approval.
- rr) All invoicing received from the Contractor must have detailed support to include separate lines showing all billable transactions. A Budget Quotation Sheet must accompany all invoices. The State Agency will not pay invoices that lack detailed support documentation. Delayed invoicing, billing, payments due to lack of detailed support documentation with invoices is the responsibility of the Contractor. The Contractor is responsible for all payments to the subcontractor. **To ensure the integrity of all campaigns, the prime Contractor must, within 30 days of receipt of payment from the State, fulfill corresponding payment obligations to subcontractors.**

**MARKETING OR PUBLIC RELATIONS ACTIVITIES SHALL NOT BE CONDUCTED, MADE PUBLIC, OR DISSEMINATED WITHOUT THE APPROVAL OF THE STATE AGENCY.**

**C. ADVERTISING SERVICES**

The Contractor shall recommend and develop creative, research-based advertising objectives and strategies targeted to designated markets and/or the general public in coordination with the State Agency advertising goals.

1. The Contractor shall assist in the development and administration of programs that complement the State Agency's unique goals to target specific customers and potential users.
2. Under the direction of the State Agency, the Contractor may be requested to provide professional consulting and other related services as identified by the State Agency.

3. **PROCEDURE**

The State Agency will prepare a Creative Brief and submit to a minimum of 3 of the contracted vendors in Category 1 – Marketing, Public Relations and Advertising for a bidding opportunity. Each of these vendors shall prepare a Budget Quotation Sheet and a detailed Advertising Proposal. The State Agency shall develop a Scope of Work sub-agreement, based on the approved Budget Quotation Sheet and the approved Proposal, with the vendor that has demonstrated the best ability to meet the State Agency's strategic advertising objectives within the allotted budget.

4. If selected as part of the media mix, the Contractor shall create, produce and distribute:
  - Outdoor Advertisements
  - Radio Spots
  - Print Advertising
  - Television Commercials
  - Internet Advertisements
  - Collateral and other Advertisements
  - Social Media
- a) Prior to each project, the Contractor shall provide the State Agency with a Budget Quotation Sheet which includes outlining the background, strategy, objectives, target audience(s), scope of work, budget, deliverables, timeline and measurement criteria for outcomes to be achieved in the course of each specific campaign.
- b) The Contractor shall be responsible for the development, subcontracting, management, and execution of all required marketing research programs. These services may include, but are not limited to, web based surveys and analytics, media research, demographic studies, advertising concept testing and/or consumer segmentation studies. All such programs and services shall be approved in advance by the State Agency.
- c) The Contractor shall coordinate with the State Agency on existing research data to provide pre-campaign analysis and topics for primary marketing research such as focus

groups and surveys. Contractor shall provide requested post-campaign analysis as requested by the State Agency.

- d) The Contractor shall charge only one time for all artwork or logo, electronic or otherwise, that may be used in multiple forms, formats and software applications.
- e) The Contractor shall provide written project status reports to the State Agency on a monthly basis, or at a frequency determined by the State Agency.
- f) The Contractor shall participate in periodic conference calls with the State Agency to review the status of current projects and address programmatic details and issues to ensure timely delivery and successful outcomes of all campaigns. Frequency/mode determined by State Agency.
- g) The Contractor shall provide the creative, account and production personnel required to plan, design, execute and administer approved advertising, promotions, and public relations programs based on strategic marketing plans and the targeted consumer base.
- h) The Contractor shall design and produce integrated media advertising campaigns with budgets, schedules and products that are based on unique selling propositions, creativity, relevancy, market research, cost effectiveness, target market reach and frequency, and program development.
- i) The Contractor shall include Spanish and other language translations of consumer-oriented print materials as requested during the course of the job.
- j) The Contractor shall prepare preliminary creative materials, as planned and scheduled, and present them to the State Agency for approval. Additional approaches may be requested by the State Agency, at any time, during the review and approval process. Creative materials that are overly similar will not count toward the creative approaches. The State of Indiana expects different/fresh approaches
- k) The Contractor shall furnish clear and complete printing specifications to the State Agency for each proposed printing item. The specifications include factors such as size, quantity, type of paper stock, color of inks, copy, layouts, artwork and mechanicals.
- l) Upon completion and approval of the required detailed advertising plan by the State Agency, the Contractor shall arrange for the production, use, dissemination, and distribution of various forms of communication, literature, publications and advertising materials called for in the plan. Prior to use, all these materials must be submitted in advance of production deadlines for the Contractor for approval by the State Agency. Production of printed materials shall be performed by the State's QPA vendor for Printing and Mailing Services.
- m) The State Agency shall direct the Contractor on the placement of all media purchased for the State Agency's campaign. The State Agency reserves the right to make all determinations regarding the actual placement of all media.

- n) The Contractor shall supply photography and videography services as needed and approved by the State Agency.
- o) The Contractor shall provide proofreading services for all advertising media publications and broadcasts.
- p) The Contractor will provide the State Agency final print, web ready and native files at the completion of each job. All files are the property of the State of Indiana.
- q) The Contractor shall provide electronic and print or recorded copies of all final advertising and promotional materials.
- r) The Contractor shall provide data analyzing the impact of its campaigns to the State Agency on a mutually agreed upon schedule. These data reports shall include analytics to demonstrate the number of new visitors and, where applicable, dollars expended by them.

**Exhibit C – Budget Quotation Sheet**

This document is an exhibit to the Master Services Agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services Agreement shall be resolved by giving precedence and effect to the Master Services Agreement.

**This Budget Quotation Sheet shall be used for all quotes provided to Using Agencies under this contract. If line is not applicable, mark as N/A.**

**QUOTE:** \_\_\_\_\_

**LABOR**

	<b>Job Title</b>	<b>Contractual Hourly Rate</b>	<b>Hours Allocated to Job</b>	<b>Extended Cost</b>
1.	<b>Partner</b>			
2.	<b>President</b>			
3.	<b>Comptroller/Accounting Manager</b>			
4.	<b>Account Director/Supervisor</b>			
5.	<b>Account Executive</b>			
6.	<b>Account Manager</b>			
7.	<b>Project Manager</b>			
8.	<b>Creative Director/Copy</b>			
9.	<b>Creative Director/Art</b>			
10.	<b>Senior Art Director</b>			
11.	<b>Art Director</b>			
12.	<b>Senior Copywriter</b>			
13.	<b>Junior Copywriter</b>			
14.	<b>Production Director/Print</b>			
15.	<b>Production Director/Art</b>			
16.	<b>Production Director/Media</b>			

17.	Producer			
18.	Researcher			
19.	Studio Manager			
20.	Media Planner			
21.	Interactive Specialist (Web – DVD)			
22.	Web-Traffic Analyst			
23.	Administrative Assistant			
24.	Clerical			
25.	Graphic Designer			
26.	Photographer			
27.	Videographer			
			<b>TOTAL LABOR COST:</b>	

**PASS THROUGH COSTS: NON-MEDIA PLACEMENT (Non-Labor)**

<b>Item</b>	
<b>Total Cost:</b>	

**TOTAL QUOTE:** \_\_\_\_\_

\*This form is the minimum information required for quotes. Agencies may request more budget summary data and documents upon request. All quotes must be numbered.



EXHIBIT D – CREATIVE BRIEF  
**STATE OF INDIANA**

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**STATE AGENCY NAME | CREATIVE BRIEF | 2019**

Submitted to: (Vendor Name) \_\_\_\_\_

Contact: \_\_\_\_\_

E-mail address: \_\_\_\_\_ Phone: \_\_\_\_\_

Vendor respectfully declines (please state reason): \_\_\_\_\_

**Program:**                      **Date:**

Program background:	
What is our challenge or opportunity?	
What greater problem is being created or is there a larger opportunity?	
What is our solution?	
What is the communication objective we must meet with this creative?	
What measureable goals are we trying to achieve?	
Who are we talking to and what makes them move? Demographic/Psychographic	
What is our call to action?	
How do we want people to feel about our solution?	
Deliverables (if known):	
Requirements:	
First concepts due:	
Anticipated budget:	
PeopleSoft Fund ID:	

**Funding Source:**     **General Fund**     **Federal**     **Dedicated**

Agency Communications Director Approval

Agency Chief Financial Officer Approval



## **Exhibit E – Sub-Agreement – Scope of Work**

This document is an exhibit to the Master Services Agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services Agreement shall be resolved by giving precedence and effect to the Master Services Agreement.

### **Sub-Agreement – Scope of Work**

***Document Purpose:*** *This document is identified as the template referenced in **Exhibit E**, as the sub-agreement template is to be utilized for adding additional scope of work during the contract period and shall provide a template that shall be completed by the Agency for the purpose of formality and confirmation of the expectations for the agency scope of work. The final version of this document shall be approved by the Agency, the Contractor, and the State, as part of this contract.*

This Sub-agreement Scope of Work (“this SOW”), entered into by and between the  (Agency name here)  (the “State Agency”) and the  (Contractor name here)  (the “Contractor”), and reviewed for approval by Indiana Department of Administration on behalf of All State Agencies (the “State”), in consideration of those mutual undertakings and covenants, the parties agree as follows:

**State Agency Department(s):**

[\[click here\]](#)

**State Agency Address:**

[\[click here\]](#)

**State Agency Designee Name:**

[\[click here\]](#)

**State Agency Designee phone number(s), email, etc.:**

[\[click here\]](#)

**Vendor Project Manager or Account Manager Name:**

[\[click here\]](#)

**Vendor Project Manager or Account Manager phone number(s), email, etc.:**

[\[click here\]](#)

**Skill levels / job titles required:**

[Attach Budget Quotation Sheet](#)

**Duties Summary**

Attach Proposal developed from Creative Brief

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.

**In Witness Whereof**, Contractor and the State have, through their duly authorized representatives, entered into this Sub-agreement Scope of Work, as represented from the Master Services Agreement for **QPA# 15680**. The parties, having read and understood the foregoing terms of this agreement, do by their respective signatures dated below hereby agree to the requirements thereof.

**Contractor:**

**State of Indiana Agency:**

**(Insert Vendor)**

\_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Indiana Department of Administration**

\_\_\_\_\_

Vendor Contract Manager

Date: \_\_\_\_\_

## **Exhibit F – Service Level Agreements (SLA’s)**

This document is an exhibit to the Master Services Agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services Agreement shall be resolved by giving precedence and effect to the Master Services Agreement.

### **Service Level Agreement (SLA)**

The Service Level Agreements (SLA) are based on agreed upon service levels that are tracked over the course of the contractual term. The Service Level Agreements are created for the purpose to monitor the performance of the Contractor and the overall contractual agreement. These SLA(s) are represented to identify both qualitative and quantitative information. The Contractor shall monitor and fulfill all associated Service Levels through continuous tracking, Key Performance Indicator Surveys, and State Account Management interaction.

The Contractor shall capture these SLAs as designed, and any additional service levels presented from the State over the life of the Contract. In doing so, the Contractor shall facilitate and monitor the performance of all SLAs identified. The Contractor shall tabulate the actual Service Level Agreements and Performance Standards outcomes and present the actual results during each affiliated Quarterly Business Review (QBR). The Contractor will not round up on any numerical numbers, percentages, etc. The data shall not be tabulated as an average; instead the data must be represented as actual statistical information.

A Key Performance Indicator (KPI) is a specific survey submitted to the State Agency. The intent of the KPI is to obtain real, continuous feedback from the Using Agencies on the Contractor’s management performance, the Contractor’s overall performance, and other identified factors are substance of the KPI. These surveys will be used to measure the growth and progress of the program. The Contractor must reach out to the State Agency at least on a quarterly basis to ask the Using Agencies to complete the KPI and return. The Contractor shall make the KPI available online. The Using Agencies shall complete and provide their final response to the Contractor. The Contractor shall then compute and report on the results in the Quarterly Business Review. The Contractor shall not round up on any numerical numbers, percentages, etc. The Contractor shall provide all original, supportive documentation to the State Contract Manager.

The SLAs shown in this contract are to be followed during all times of the Contract and should be tabulated and scored based on the Measurement of Services.

The Contractor understands and agrees to the standards of work that are expected to be put forth including, but not limited to on average Sometimes Exceeds Expectations (5) for every SLA. In addition to the other terms and conditions of this Master Services Agreement, if the State deems that the Contractor has failed to meet any performance standard of an SLA, the State reserves the right to ask the Contractor for a Corrective Action Plan (CAP). The State has the discretion to accept multiple Corrective Action Plans from the Contractor, over the life of the contract, if deemed appropriate. If any of the standards listed below are not met the Contractor must issue the State a Corrective Action Plan per the requirements in the Master Services Agreement.

The Contractor shall conduct surveys at a minimum of quarterly with the Using Agencies that used their services during the corresponding time period. The questions are listed in below. No questions can be added or deleted without written approval from the State Contract Manager. If the State Contract Manager requests changes be made to any and all of the surveys the Contractor has 15 business days to update all of the surveys or a mutually agreed upon time.

Upon the State’s written request, but no less than once per quarter, the Contractor shall conduct surveys with the Using Agencies; in review of the scope provided by the Contractor. These surveys will have a scale range from 1 to 7 as follows:

- 1=Never Meets Expectations
- 2= Rarely Meets Expectations
- 3=Sometimes Meets Expectations
- 4=Meets Expectations
- 5=Sometimes Exceeds Expectations
- 6=Frequently Exceeds Expectations
- 7=Always Exceeds Expectations.

N/A= Not Applicable/ Did Not Use These Services (The only score that does not count toward the numerator or denominator when calculating the averages.)

The Service Level Agreements are the work standards the Contractor has agreed to meet, uphold, and be compliant with for the life of the Contract. The Contractor shall survey Using Agencies to gather this information to determine the quality of Service being provided under this agreement. The table identifies the SLA and the survey question that corresponds. The question listed is the question that the Contractor must ask the State Agency in the survey (KPI). All Using Agencies must be surveyed. The last column lists the corresponding “Performance Standard” or the measurement the Contractor is required to meet or exceed. Each Service Level Agreement must receive an Average of 5 or above.

<b>Service Level Agreement</b>	<b>Survey Question</b>	<b>Performance Standard</b>
<b>Marketing, Public Relations and Advertising Services</b>		
Complete tasks on time.	How do you rate the ability to meet agency goals within the time frame allotted?	Average of 5 or Higher
Complete tasks within budget.	How do you rate the ability to meet agency goals within the allotted budget?	Average of 5 or Higher
Creatives are produced according to the Scope of Work.	How do you rate the level of adherence to the SOW requirements for the campaign?	Average of 5 or Higher
Creatives adequately conveyed message intended.	Did the ROI or post-campaign analysis indicate a successful campaign?	Average of 5 or Higher
Analytics delivered on time and with complete information.	Are the reports provided during and post-campaign useful and complete?	Average of 5 or Higher
Post campaign analysis indicates the planned target demographic audience was reached, and campaign goals were achieved.	Did the communication piece successfully reach the target audience?	Average of 5 or Higher

Management Services		
Provide clear direction to Contractor staff working with Using Agencies on campaigns and other communications related activities.	How do you rate satisfaction with the Contractor staff assigned to your campaign/communication goal?	Average of 5 or Higher
Provide project consultation when requested.	How do you rate satisfaction with the quality of project consultation provided by the Contractor?	Average of 5 or Higher
Provide oversight of Contractor staff working across multiple agencies, ensuring proper staff levels are maintained.	How do you rate satisfaction with the staffing levels provided to you by the Contractor?	Average of 5 or Higher
Adhere to contracted pricing schedule across all using agencies and for all communications plans.	How do you rate satisfaction with the pricing quoted for each communication plan?	Average of 5 or Higher
Provide accurate reports to the State/State Agency as agreed upon.	How do you rate satisfaction with the reports provided by the Contractor?	Average of 5 or Higher

### **Exhibit G – Performance Metrics**

This document is an exhibit to the Master Services Agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services Agreement shall be resolved by giving precedence and effect to the Master Services Agreement.

#### **Performance Metric**

A performance metrics is a measure of an organization’s activities and performance. Performance metrics should support a range of stakeholder needs from customers, shareholders to employees. They are created for the purpose to monitor the performance of the Contractor and the overall contractual agreement. These are represented to identify both qualitative and quantitative information. The Contractor shall monitor and fulfill all associated Performance Metrics.

The Contractor shall capture these metrics as designed, and any additional metric presented from the State over the life of the Contract. In doing so, the Contractor shall facilitate and monitor the performance of all Performance Metrics. The Contractor shall tabulate the actual Performance Metrics outcome and present the actual results during each affiliated Quarterly Business Review (QBR). The Contractor shall not round up on any numerical numbers, percentages, etc. The data shall not be tabulated as an average; instead the data must be represented as actual statistical information.

In addition to the other terms and conditions of this Master Services Agreement, if the State deems that the Contractor has failed to meet any performance standard of a Performance Metric, the State reserves the right to ask the Contractor for a Corrective Action Plan (CAP). The State has the discretion to accept multiple CAPs from the Contractor, over the life of the contract, if deemed appropriate.

The Contractor shall have (5) business days to provide a CAP detailing the actionable cure for remedying the issue or issues of each performance metric in need of correction as set forth in the aforementioned notice. Upon CAP receipt, the State shall review and advise of any questions. If the State has no objections to the plan, the plan shall be implemented within (24) hours of written notification to the Contractor of the State’s acceptance. From that point, the Contractor has the mutually agreed upon timeline to cure the issues.

If the issue(s) associated with the CAP are not resolved within the proposed cure period, the State may assess the financial consequences as shown in the chart below. Upon a fourth failure, the State has the right to invoke the Termination for Default clause.

<b>Performance Metric</b>	<b>First Failure</b>	<b>Second Failure</b>	<b>Third Failure</b>
On Time Task Completion Rate	\$100	\$250	\$500
Task Completion within Budget Rate	\$100	\$250	\$500
Adherence to Scope of Work Rate	\$100	\$250	\$500

Adequate Message Conveyance Rate	\$100	\$250	\$500
Target Market Successfully Reached Rate	\$100	\$250	\$500
Analytics Delivered Accurately and On-time Rate	\$100	\$250	\$500
Successful Direction and Communication with Vendor Staff Rate	\$100	\$250	\$500
Adequate Project Consultation Rate	\$100	\$250	\$500
Successful Oversight of Vendor Staffing Levels Rate	\$100	\$250	\$500
Adherence to Contracted Pricing Schedule Rate	\$100	\$250	\$500
Vendor Project Manager / Account Manager Reporting Accuracy and Timeliness Rate	\$100	\$250	\$500

The financial consequences will be paid via check made out to the Indiana Department of Administration within 30 calendar days after the end of the applicable cure period set forth in the CAP. These consequences are individually assessed for failures over each three month (quarterly) period beginning with the second 3 month period and every 3 months thereafter.

The performance metrics are as follows:

#	Performance Metric	Importance Level	Performance Metric Standard	Performance Lapse Defined
1.	On Time Task Completion Rate	Critical	The Contractor must complete 100% of tasks by the agreed upon completion date.	A failure to complete 100% of tasks by the agreed upon completion date.
2.	Task Completion Within Budget Rate	Critical	The Contractor must complete 100% of all tasks within the project budget.	A failure to complete 100% of all tasks within the project budget.

3.	Adherence to Scope of Work Rate	Critical	The Contractor must complete 100% of the tasks within the project Scope of Work.	A failure to complete 100% of the tasks in the project Scope of Work.
4.	Adequate Message Conveyance Rate	Critical	The Contractor must ensure that the agency message is adequately conveyed 100% of the time.	A failure to adequately convey agency message.
5.	Target Market Successfully Reached Rate	Critical	The Contractor must provide analytics that indicate target markets reached were those agreed upon.	A failure to reach target markets according to the agreed upon plan.
6.	Analytics Delivered Accurately and On Time	Critical	Analytics delivered by the Contractor must be accurate and delivered in a timely manner.	A failure to deliver accurate, timely analytics.
7.	Successful Direction and Communication with Vendor Staff Rate	Critical	The Contractor Project Manager must communicate with and provide adequate direction to all vendor staff.	A failure to communicate with and provide adequate direction to all vendor staff.
8.	Adequate Project Consultation Rate	Critical	The Contractor Project Manager must provide project consultation when requested.	A failure to provide project consultation when requested.
9.	Successful Oversight of Vendor Staffing Levels Rate	Critical	The Contractor must maintain adequate staffing levels 100% of the time.	A failure to maintain adequate staffing levels.
10.	Adhere to Contracted Pricing	Critical	The Contractor must adhere to the contracted pricing schedule 100% of the time	A failure to adhere to the contracted pricing schedule.
11.	Vendor Project Manager / Account Manager Reporting Accuracy and Timeliness	Critical	The Contractor must provide timely, accurate reports to the Vendor Contract Manager at the agreed upon frequency 100% of the time.	A failure to provide timely, accurate reports to the Vendor Contract Manager.





# **STATE OF INDIANA**

## **Request for Proposal**

**INDIANA DEPARTMENT OF ADMINISTRATION**

**On Behalf Of  
All State Agencies**

**Solicitation For:  
Marketing, Public Relations, Advertising and Media Buy  
Services**

**Response Due Date: June 25, 2019 by 3:00 PM EST**

Traci Davidson, Senior Sourcing Analyst  
Indiana Department of Administration  
Procurement Division  
402 W. Washington St., Room W468  
Indianapolis, Indiana 46204

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**SECTION ONE**  
**GENERAL INFORMATION AND REQUESTED PRODUCTS/SERVICES**

1.1 INTRODUCTION

In accordance with Indiana statute, including IC 5-22-9, the Indiana Department of Administration (IDOA), acting on behalf of All State Agencies, requires Marketing, Public Relations, Advertising and Media Buy services for the State of Indiana. It is the intent of IDOA to solicit responses to this Request for Proposals (RFP) in accordance with the statement of work, proposal preparation section, and specifications contained in this document. This RFP is being posted to the IDOA website (<http://www.IN.gov/idoa/2354.htm>) for downloading. A nominal fee will be charged for providing hard copies. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

1.2 DEFINITIONS AND ABBREVIATIONS

Following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in the RFP, but they are more localized and defined where they appear, rather than in the following list.

Award Recommendation	IDOA's summary to the agency being supported, typically in letter format, of the solicitation and suggestion on vendor selection for the purposes of beginning contract negotiations
IAC	Indiana Administrative Code
IC	Indiana Code
Contract Award	The acceptance of IDOA's Award Recommendation by the agency being supported in conjunction with the public posting of the Award Recommendation.
Full Time Equivalent (FTE)	The State defines FTE as a measurement of an employee's productivity when executing the scope of work in this RFP for a specific project or contract. An FTE of 1 would mean that there is one worker fully engaged on a project. If two employees are each spending 1/2 of their working time on a project that would also equal 1 FTE
Implementation	The successful implementation of a statewide Marketing, Advertising, Public Relations and Media Buy services for the State of Indiana as specified in the contract resulting from this RFP
Installation	The delivery and physical setup of products or services requested in this RFP

Other Governmental Body	An agency, a board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: 1) The judicial branch 2) The legislative branch 3) A political subdivision (includes towns, cities, local governments, etc.) 4) A state educational institution
Products	Tangible goods or manufactured items as specified in this RFP
Proposal	An offer as defined in IC 5-22-2-17
Respondent	An offeror as defined in IC 5-22-2-18. The State will not consider a proposal responsive if two or more offerors submit a joint or combined proposal. One entity or individual must be clearly identified as the respondent who will be ultimately responsible for performance of the contract.
Scope of Work	A Scope of Work (SOW) is a sub-agreement between a State Agency and a vendor. The Scope of Work allows for further definition of the vendor's responsibilities during the contract period, and provides a mechanism whereby the State Agencies can formally state vendor expectations.
Services	Work to be performed as specified in this RFP
State	The State of Indiana
State Agency	As defined in IC 4-13-1, "state agency" means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of state government.
Vendor	Any successful respondent selected as a result of the procurement process to deliver the products or services requested by this RFP.

### 1.3 PURPOSE OF THE RFP

The purpose of this RFP is to select a vendor(s) that can satisfy the State's need Marketing, Public Relations, Advertising and Media Buy services. It is the intent of the State of Indiana to contract with vendors that provide quality services for All State Agencies.

## 1.4 SUMMARY SCOPE OF WORK

### 1.4.1 INTENT OF THIS RFP

The intent of this RFP is to establish a vendor pool that State Agencies may draw upon for the development and execution of new marketing and public relations campaigns, enhance established marketing and public relations campaigns, intricate web design, graphic design, social media, planning and execution of advertising services. Use of this contract will be with the intent to educate and promote State Agency programs and goals to existing core markets, and to expand the message domestically and internationally. This RFP and resulting contract(s) will allow residents and taxpayers of the State of Indiana to be informed of key State initiatives and beneficial programs, such as public health and safety issues, tourism programs, and various State products and services.

Additionally, the contract will provide the State Agencies the ability to acquire Media Buying for Advertising on an as-needed basis for promotion of the State Agency goals and programs.

The requirements identified in the Scope of Work and Pricing Attachments capture the products and services most typically procured for Marketing, Public Relation services, Advertising, and Media buying. In those instances where completion of a State Agency's needs necessitates the inclusion of an additional product or service not specifically identified in the Scope of Work; and where such an additional product or service is a natural extension of the scope of the contract, the State Agency and vendor may negotiate a mutually agreeable price for the additional product or service. In such instances the vendor shall clearly identify the product or service on the required monthly usage reporting.

Both the State Agency and Vendor are encouraged to engage the Vendor Contract Manager managing this contract in seeking assistance or guidance on the need for products or services representing a natural extension of the scope of this contract.

### 1.4.2 OBJECTIVES

The following objectives should be achieved for every Marketing, Public Relations, Advertising and Media Buy campaign:

- Provide a measurable marketing , advertising, public relations, and media buy campaign that assists agencies in achieving its strategic communications goals
- Campaigns should showcase State and Agency goals and programs.
- Campaigns should include the latest in technology for emphasizing State and Agency goals
- Optimized outreach to existing and target customer base
- Maximize cost efficiencies with strategic campaign goals and media buying opportunities
- State Agencies shall have the ability to assess campaign progress and effectiveness and make adjustments in real time

### 1.4.3 CONTRACT PRECEDENCE

#### Statewide Contract Preference

All agencies requiring printing needs shall utilize the State's Quantity Purchase Agreement (QPA) for Printing and Mailing Services, Indiana Correctional Industries, or Ability Indiana organizations, (Directed Sources). See 1.4.4 D. **PRINT PRODUCTION** below.

#### Pre-existing Contracts Specific to an Agency

Pre-existing marketing, advertising, public relations and media buying contracts are valid through the current term expiration. Prior to extension or re-bid, this contract takes precedence as the Statewide Marketing, Public Relations, Advertising and Media Buying contract. An exception to this contract will be considered on a case-by-case basis by the Indiana Department of Administration.

Where applicable and warranted, the Indiana Department of Administration reserves the right to approve an Agency's bid for individual requirements separate from any contract(s) resulting from this bid if deemed to be in the State's best interest.

### 1.4.4 SCOPE OF WORK

#### A. **EXECUTIVE SUMMARY**

The Contractor will assist the State Agency with Marketing, Public Relations, Advertising and Media Buying campaigns through development of department / program goals into various media platforms. The Contractor will offer strategies, planning, design, execution and administration of marketing/public relations programs and advertising by providing creative expertise, media buying placement capabilities, including web sites and social media, and account management personnel, as stated in this RFP. Further, the Contractor shall ensure that the State Agency's campaign specific brand is consistent through all advertising and promotional work including printed and electronic media.

#### B. **SERVICE CATEGORIES**

The structure of this contract provides for 2 categories of services:

CATEGORY 1 - MARKETING, PUBLIC RELATIONS AND ADVERTISING SERVICES

CATEGORY 2 – MEDIA BUYING SERVICES

These categories afford the State Agencies the ability to procure a level of service most appropriate to a specific need. By their nature, some categories will encompass multiple service aspects.

Vendors may choose to bid on both or just one of the service categories. For each service category proposal submitted, vendors' proposals must respond to each and every requirement outlined in the RFP in order to be considered responsive. Proposals must be clear and concise.

Awarded vendors may work on multiple campaigns in the course of a calendar/fiscal year, often several at one time. Prior to bidding on a campaign or any services provided for in this RFP, vendors must ensure adequate staffing levels to fulfill individual State Agency campaigns. Contract utilization will be evaluated quarterly by IDOA, and a report of contract utilization will be provided to the Governor's Office upon request.

1. **MARKETING, PUBLIC RELATIONS AND ADVERTISING CATEGORY**

**See ATTACHMENT F for the Technical Proposal for this Category.**

**See ATTACHMENT D for the Cost Proposal for this Category.**

**See ATTACHMENT H for the Minimum Requirements for this Category.**

**See ATTACHMENT J for Scope of Work for this Category.**

2. **MEDIA BUYING**

**See ATTACHMENT F-1 for the Technical Proposal for this Category.**

**See ATTACHMENT D-1 for the Cost Proposal for this Category.**

**See ATTACHMENT H-1 for the Minimum Requirements for this Category.**

**See ATTACHMENT J-1 for Scope of Work for this category.**

**C. PROJECT / PROGRAM DELIVERABLE ITEMS**

1. For each campaign, the Contractor shall provide a detailed budget and schedule appropriate to the specific campaign (a breakdown by week may be appropriate for a campaign of short duration, and a monthly schedule may be most efficient for a long-term campaign of up to a year) that includes firm price quotations. Quotations shall be provided to the State of Indiana State Agency on Attachment M – Budget Quotation Sheet. The Proposal must include a timeframe for project completion, a specific description of deliverable items, a background analysis, objectives, target audiences, the period of performance (push), a scope of work, budget, measurement criteria, and delivery dates. Unless indicated otherwise, deliveries shall be made directly to the State Agency.

- a. **The Contractor shall be responsible for immediately advising the State**



**Agency of any circumstance or event that could result in late completion of any task or subtask called for to be completed on certain date.**

2. The Contractor shall also furnish cost estimates based on the prices quoted in the Cost Proposal (Attachment D and Attachment D-1) that is a part of this RFP and any residual costs that must be identified on Attachment M Budget Quotation Sheet based on the project scope of the State Agency. Estimates shall be subject to the approval of the State Agency and must precede the period for which they are proposed and / or the project start date. Estimates must be numbered. In addition, adjusted budgets must be provided reflecting any modification approved by the State Agency in the proposed expenditures. A final budget must be submitted at the conclusion of each campaign.
3. **For all media buys, the Media Requisition Form (Attachment L) with an approved Purchase must be submitted to the Governor's Office for approval.**
4. The Contractor must obtain at least 3 competitive proposals / bids on all non-media expenditures. For example, hiring a videographer to tape and edit an event is an example of a non-media expenditure. Documentation of the proposal process, including bids, must be submitted to the State Agency for pre-approval of all non-media expenditures.
5. **All changes in specifications and cost estimates must be approved by the State Agency prior to moving forward with the Project. The State Agency will not be responsible for unapproved increased billing invoices. Labor pricing is firm under the terms of this contract - with the exception of dedicated long-term support-based services, which may be flexible, but cannot exceed the maximum listed contract rates.**
6. **Complex or long-term projects may necessitate the State Agency communicate its needs in language more prescriptive than that found in this RFP. At no time shall such additional detail conflict with the terms and conditions of the contract, nor shall the communicated needs exceed the intended scope of the contract.**
  - a. Should a Contractor take exception to additionally defining language on the grounds that such language conflicts with or exceeds the contractual requirements, the Contractor has the following resolution options available in the sequence identified:
    - i. Provide alternative, contractually compliant options to the State Agency
    - ii. Contact the Vendor Contract Manager managing the contract for resolution mediation

## **D. PRINT PRODUCTION**

The State Agency may purchase printed materials as follows:

1. As allowed and directed by IC 5-22-4-1, IC 5-22-11, and IC 5-22-12 the State Agencies may elect to utilize existing State of Indiana QPA Vendors, Indiana Correctional Industries or Ability Indiana organizations, hereinafter referred to as Directed Sources, for printing products and/or services.
2. If State Agencies elect to utilize Directed Sources, the Contractor agrees to purchase and/or sub-contract for printing products and/or services. The Contractor will work with the State Agency and the Directed Sources on production timelines, file transfers, job specifications, invoicing, and delivery instructions for print work as required and at no additional cost to the state.
3. The Contractor will be prepared and able to use Directed Sources for as much or as little of the Contract as determined by the State. The Contractor will have full capability and adequate vendor pool to supply all work under this Contract without the use of Directed Sources.
4. Printing costs must be included in the estimated budget established for each project assignment. At no time will the State be billed for a price that exceeds the quoted price.
5. The price billed to the State for all printing provided through this contract will not exceed the cost paid to the Subcontractor by the Contractor. No up-charge, commission, fee, overhead, profit or other additional charges shall be allowed or paid by the State. All discounts and rebates must be passed to the State.
6. If requested by the State or Agency, the Contractor shall provide documentation to confirm the pricing billed to the State. This includes, but is not limited to Subcontractor invoices and proof of payment.

## **UTILIZATION ESTIMATES**

In aggregate, the State spends approximately \$14,000,000 annually on Marketing, Public Relations, Advertising and Media Buy Services. Approximately one third of this figure consists of federal funding. Since this number is based on past usage and may fluctuate up or down, the State is not in a position to guarantee that future spending will be at these levels. Nevertheless, this amount is provided as an aid to suppliers in responding to this RFP.

**STATE OF INDIANA  
ANNUAL MARKETING, PUBLIC RELATIONS, ADVERTISING AND MEDIA  
BUY SPEND**

	2016	2017	2018	TOTAL	AVG
Marketing, PR, Advertising	\$8,843,873.33	\$9,564,748.36	\$9,187,650.49	\$27,584,169.18	\$9,194,676.45
Media Buy	\$5,677,475.08	\$6,811,518.41	\$3,588,128.56	\$16,088,122.05	\$5,362,707.35
Total	\$14,521,348.41	\$16,376,266.77	\$12,775,779.05	\$43,672,291.23	\$14,557,383.80

These figures are only an estimate and are not to be construed as an amount to be offered under this RFP. **However, when completing Minority and Women’s Business Enterprises Participation Plan Form (Attachment A), the Indiana Economic Impact Form (Attachment C) and Indiana Veterans’ Participation Plan Form (Attachment A1), please use the total bid amount from the Cost Proposal (Attachment D and Attachment D-1).**

1.5 RFP OUTLINE

The outline of this RFP document is described below:

Section	Description
Section 1 – General Information and Requested Products or Services	This section provides an overview of the RFP, general timelines for the process, and a summary of the products/services being solicited by the State/Agency via this RFP
Section 2 – Proposal Preparation Instruction	This section provides instructions on the format and content of the RFP, including a Letter of Transmittal, Business Proposal, Technical Proposal, and a Cost Proposal
Section 3 – Proposal Evaluation Criteria	This sections discusses the evaluation criteria to be used to evaluate respondents’ proposals
Attachment A	M/WBE Participation Plan Form
Attachment A1	IIVOSB Participation Plan Form

Attachment B	Sample Contract
Attachment C	Indiana Economic Impact Form
Attachment D	Cost Proposal Template – Marketing, Public Relations and Advertising Services
Attachment D-1	Cost Proposal Template – Media Buy Services
Attachment E	Business Proposal Template
Attachment F	Technical Proposal Template – Marketing, Public Relations and Advertising Services
Attachment F - 1	Technical Proposal Template – Media Buying Services
Attachment G	Q&A Template
Attachment H	Mandatory Minimum Requirements – Marketing, Public Relations and Advertising Services
Attachment H - 1	Mandatory Minimum Requirements – Media Buy Services
Attachment I	Social Media Requirements
Attachment J	Scope of Work – Marketing, Public Relations and Advertising Services
Attachment J - 1	Scope of Work – Media Buying Services
Attachment K	Confidentiality Agreement
Attachment L	Media Requisition Form
Attachment M	Budget Quotation Sheet
Attachment N	Creative Brief
Attachment O	Scope of Work Template

## 1.6 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on May 20, 2019 at 2:00 PM EST in Indiana Government Center South Conference Center Room 18. At this conference, potential respondents may ask questions about the RFP and the RFP process. Respondents are reminded that no answers or information issued verbally at the conference are binding on the State, unless it is later issued in writing.

## 1.7 QUESTION/INQUIRY PROCESS

All questions/inquiries regarding this RFP must be submitted in writing by the deadline of **3:00 p.m. Eastern Time** on May 28, 2019. Questions/Inquiries may be submitted in Attachment G, Q&A Template, via email to [rfp@idoa.IN.gov](mailto:rfp@idoa.IN.gov) and must be received by the time and date indicated above.

Following the question/inquiry due date, Procurement Division personnel will compile a list of the questions/inquiries submitted by all Respondents. The responses will be posted to the IDOA website according to the RFP timetable established in Section 1.24. The question/inquiry and answer link will become active after responses to all questions have been compiled. Only answers posted on the IDOA website will be considered official and valid by the State. No Respondent shall rely upon, take any action, or make any decision based upon any verbal communication with any State employee.

Inquiries are not to be directed to any staff member of IDOA or any other State agency, or any other participating agency. Such action may disqualify Respondent from further consideration for a contract resulting from this RFP.

If it becomes necessary to revise any part of this RFP, or if additional information is necessary for a clearer interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be posted on the IDOA website. If such addenda issuance is necessary, the Procurement Division may extend the due date and time of proposals to accommodate such additional information requirements, if required.

## 1.8 DUE DATE FOR PROPOSALS

All proposals must be received at the address below by the Procurement Division no later than **3:00 p.m. Eastern Time** on June 25, 2019. Each Respondent must submit **one original CD-ROM (marked "Original")** and six (6) complete copies **on CD-ROM** of the proposal, including the Transmittal Letter and other related documentation as required in this RFP. The **original CD-ROM** will be considered the official response in evaluating responses for scoring and protest resolution. **The respondent's proposal response on this CD may be posted on the IDOA website, (<http://www.in.gov/idoa/2462.htm>) if recommended for selection.** Each copy of the proposal must follow the format indicated in Section Two of this document. Unnecessarily elaborate brochures or other presentations, beyond those necessary to present a complete and effective proposal, are not desired. All proposals must be addressed to:

Traci Davidson  
Indiana Department of Administration  
Procurement Division  
402 West Washington Street, Room W468  
Indianapolis, IN 46204

### **If you hand-deliver solicitation responses:**

To facilitate weapons restrictions at Indiana Government Center North and Indiana Government Center South, as of **July 21, 2008**, the public must enter IGC buildings through a designated public entrance. The public entrance to Indiana Government Center South is located at 10 N. Senate

Avenue (East side of building). This entrance will be equipped with metal detectors and screening devices monitored by Indiana State Police Capitol Police.

Passing through the public entrance may take some time. Please be sure to take this information into consideration if your company plans to submit a solicitation response in person.

**If you ship or mail solicitation responses:** United States Postal Express and Certified Mail are both delivered to the Government Center Central Mailroom, and not directly to the Procurement Division. It is the responsibility of the Respondent to make sure that solicitation responses are received by the Procurement Division at the Department of Administration's reception desk on or before the designated time and date. Late submissions will not be accepted. The Department of Administration, Procurement Division, clock is the official time for all solicitation submissions.

Regardless of delivery method, all proposal packages must be **sealed** and clearly marked with the RFP number, due date, and time due. IDOA will not accept any unsealed bids. Any proposal received by the Department of Administration, Procurement Division, after the due date and time will not be considered. Any late proposals will be returned, unopened, to the Respondent upon request. All rejected proposals not claimed within 30 days of the proposal due date will be destroyed.

No more than one proposal per Respondent may be submitted.

The State accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

#### 1.9 MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to responses to this RFP may only be made in the manner and format consistent with the submittal of the original response, acceptable to IDOA and clearly identified as a modification.

The Respondent's authorized representative may withdraw the proposal, in person, prior to the due date. Proper documentation and identification will be required before the Procurement Division will release the withdrawn proposal. The authorized representative will be required to sign a receipt for the withdrawn proposal.

Modification to, or withdrawal of, a proposal received by the Procurement Division after the exact hour and date specified for receipt of proposals will not be considered.

#### 1.10 PRICING

Pricing on this RFP must be firm and remain open for a period of not less than 180 days from the proposal due date. Any attempt to manipulate the format of the document, attach caveats to pricing, or submit pricing that deviates from the current format will put your proposal at risk of disqualification.

Please refer to the Cost Proposal sub-section under Section 2 for a detailed discussion of the proposal pricing format and requirements.

#### 1.11 PROPOSAL CLARIFICATIONS AND DISCUSSIONS, AND CONTRACT DISCUSSIONS

The State reserves the right to request clarifications on proposals submitted to the State. The State also reserves the right to conduct proposal discussions, either oral or written, with Respondents. These discussions could include request for additional information, request for cost or technical proposal revision, etc. In conducting discussions, the State may use information derived from proposals submitted by competing respondents only if the identity of the respondent providing the information is not disclosed to others. The State will provide equivalent information to all respondents that have been chosen for discussions. Discussions, along with negotiations with responsible respondents may be conducted for any appropriate purpose.

The Procurement Division will schedule all discussions. Any information gathered through oral discussions must be confirmed in writing.

A sample contract is provided in Attachment B. Any requested changes to the sample contract must be submitted with your response (See Section 2.3.5 for details). The State reserves the right to reject any of these requested changes. It is the State's expectation that any material elements of the contract will be substantially finalized prior to contract award.

#### 1.12 BEST AND FINAL OFFER

The State may request best and final offers from those Respondents determined by the State to be reasonably viable for contract award. However, the State reserves the right to award a contract on the basis of initial proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint.

Following evaluation of the best and final offers, the State may select for final contract negotiations/execution the offers that are most advantageous to the State, considering cost and the evaluation criteria in this RFP.

#### 1.13 REFERENCE SITE VISITS

The State may request a site visit to a Respondent's working support center to aid in the evaluation of the Respondent's proposal. Site visits, if required will be discussed in the technical proposal.

#### 1.14 TYPE AND TERM OF CONTRACT

The State intends to sign a contract with one or more Respondent(s) to fulfill the requirements in this RFP.

The term of the contract shall be for a period of two (2) years from the date of contract execution. There may be two (2) one-year renewals for a total of four (4) years at the State's option.

#### 1.15 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et seq.*, and, after the contract award, the entire RFP file will be

posted on the IDOA website and may be viewed and copied by any member of the public, including news agencies and competitors. The responses are deemed to be “public records” unless a specific provision of IC 5-14-3 protests it from disclosure. Respondents claiming a statutory exception to the APRA **must indicate so in the Transmittal Letter** which specific provision applies to which specific part of the response. Confidential Information must also be clearly marked in a separate folder on any included CD-ROM. Please note citing “Confidential” on an entire section is not sufficient. The Public Access Counselor (PAC) provides guidance on APRA. Respondents are encouraged to read guidance from the PAC on this topic as this is the guidance IDOA follows:

- [18-INF-06; Redaction of Public Procurement Documents Informal Inquiry](#)

If the Respondent does not identify the statutory exception, the Procurement Division will not consider the submission confidential. The state also reserves the right to seek the opinion of the PAC for guidance if the state has doubts the cited exception is applicable.

#### 1.16 TAXES

Proposals should not include any tax from which the State is exempt.

#### 1.17 PROCUREMENT DIVISION REGISTRATION

In order to receive an award, you must be registered as a bidder with the Department of Administration, Procurement Division. Therefore, to ensure there is no delay in the award, all Respondents are strongly encouraged to register prior to submission of their response. Respondents should go to [www.in.gov/idoa/2464.htm](http://www.in.gov/idoa/2464.htm) .

#### 1.18 SECRETARY OF STATE REGISTRATION

If awarded the contract, the Respondent will be required to register, and be in good standing, 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:

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)

#### 1.19 COMPLIANCE CERTIFICATION

Responses to this RFP serve as a representation that the Contractor has no current or outstanding criminal, civil, or enforcement actions initiated by the State, 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. The Respondent agrees that the State may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that the 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.

#### 1.20 EQUAL OPPORTUNITY COMMITMENT

Pursuant to IC 4-13-16.5 and in accordance with 25 IAC 5, Executive Order 13-04 and IC 5-22-14-3.5, it has been determined that there is a reasonable expectation of minority, woman, and Indiana veteran business enterprises subcontracting opportunities on a contract awarded under this RFP. Therefore contract goals of 8% for Minority Business Enterprises, 8% for Woman Business Enterprises, and 3% for Indiana Veteran Owned Small Businesses have been established and all respondents will be expected to comply with the regulation set forth in 25 IAC 5, Executive Order 13-04 and IC 5-22-14-3.5.

Failure to address these requirements may impact the evaluation of your proposal.

#### 1.21 MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR COMMITMENT (MWBE)

In accordance with 25 IAC 5-5, the respondent is expected to submit with its proposal a Minority & Women's Business Enterprises RFP 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 <http://www.in.gov/idoa/2352.htm>.

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 proposal and the cost of direct supplies 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 Attachment D, Cost Proposal Template.

Failure to meet these goals will affect the evaluation of the Proposal. 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 listed on the IDOA Directory of Certified Firms, **on or before** the proposal due date
- Prime Contractor must include with its proposal the subcontractor's M/WBE Certification Letter provided by IDOA, to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE, or IVOSB (see section 1.22)
- 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 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 as listed in the directory at <http://www.in.gov/idoa/2352.htm>
- 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 RFP SUBCONTRACTOR LETTER OF COMMITMENT (MWBE)**

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, unless the products and/or services are needed beyond the initial term. Any products and/or services desired after the initial term will require separate negotiations between the prime contractor and subcontractor. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the **“TOTAL BID AMOUNT”** and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's M/WBE 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 <http://www.in.gov/idoa/2352.htm>.

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

If awarded the contract with MWBE subcontractor participation, the Respondent is will be required to report payments made to MWBE Division subcontractors under the Contract on a monthly basis 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 webpage at: [www.in.gov/idoa/mwbe/payaudit.htm](http://www.in.gov/idoa/mwbe/payaudit.htm)

Further, a copy of each subcontractor agreement must be submitted to IDOA's MWBE Division 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 MWBE 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).

## 1.22 INDIANA VETERAN OWNED SMALL BUSINESS SUBCONTRACTOR COMMITMENT (IVOSB)

In accordance with Executive Order 13-04 and IC 5-22-14-3.5, it has been determined that there is a reasonable expectation of Indiana Veteran Owned Small Business subcontracting opportunities on a contract awarded under this RFP. The IVOSB Subcontractor Commitment Form is to be submitted alongside the Respondent's proposal. The Form must show that the subcontractor is participating in the proposed contract and IVOSB firms that meet the requirements listed at the Veteran's Business Program website (<http://www.in.gov/idoa/2862.htm>).

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 proposal and the cost of direct supplies 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 Attachment D, Cost Proposal Template.

If the vendor responding to the RFP is an IVOSB certified entity, the letter confirming same should be submitted with its response. IDOA will verify the certification but will not check for it. Therefore the responding vendor has the responsibility to alert IDOA of its certification. The IVOSB respondent will receive the total points for the IVOSB evaluation criteria per section 3.2.7. Additional IVOSB subcontractors must be included if the IVOSB respondent is seeking the additional bonus point.

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

Failure to address these goals may impact the evaluation of your Proposal. The Department reserves the right to verify all information included on the IVOSB Subcontractor Commitment Form.

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

- Must be listed on Federal Center for Veterans Business Enterprise ([VA OSDDBU](#)) registry or listed on the IDOA Directory of Certified Firms, **on or before** the proposal due date
- Prime Contractor must include with its proposal the subcontractor's veteran business Certification Letter provided by either IDOA or Federal Govt. (VA OSDDBU), to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE (see Section 1.21) or IVOSB
- IVOSB must have a Bidder ID (see section 2.3.7 - [Department of Administration, Procurement Division](#))
- A Prime Contractor who is an IVOSB can count its own workforce or companies to meet this requirement.
- **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 as listed in the [VA OSDDBU](#) or IDOA Certified Firm directories <http://www.in.gov/idoa/2352.htm>

- Must be used to provide the goods or services specific to the contract

**INDIANA VETERAN OWNED SMALL BUSINESS 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 State reserves the right to deny evaluation points if the letter(s) is not attached. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the **“TOTAL BID AMOUNT”** and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the policies and processes involving the State’s IVOSB Program. Questions involving the regulations governing the IVOSB Subcontractor Commitment Form should be directed to: [indianaveteranspreference@idoa.in.gov](mailto:indianaveteranspreference@idoa.in.gov).

1.23 AMERICANS WITH DISABILITIES ACT

The Respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225).

1.24 SUMMARY OF MILESTONES

The following timeline is only an illustration of the RFP process. The dates associated with each step are not to be considered binding. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change. At the conclusion of the evaluation process, all Respondents will be informed of the evaluation team’s findings.

***Key RFP Dates***

<b>Activity</b>	<b>Date</b>
Issue of RFP	May 6, 2019
Pre-Proposal Conference	May 20, 2019 at 2:00 PM
Deadline to Submit Written Questions	May 28, 2019 at 3:00 PM
Response to Written Questions/RFP Amendments	June 4, 2019
Submission of Proposals	June 25, 2019 at 3:00 PM

<i>The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.</i>	
Proposal Evaluation	June 26 – July 10, 2019
Proposal Discussions/Clarifications (if necessary)	July 11-18, 2019
Oral Presentations (if necessary)	July 29 – August 2, 2019
Best and Final Offers (if necessary)	August 5 - 8, 2019
RFP Award Recommendation	August / September 2019

1.25 EVIDENCE OF FINANCIAL RESPONSIBILITY (25 IAC 1.1-1-5)

NOT APPLICABLE

1.26 CONFLICT OF INTEREST

Any person, firm or entity that assisted with and/or participated in the preparation of this RFP document is prohibited from submitting a proposal to this specific RFP. For the purposes of this RFP, “person” means a state officer, employee, special state appointee, or any individual or entity working with or advising the State or involved in the preparation of this RFP proposal. This prohibition would also apply to an entity who hires, within a one-year period prior to the publication of this RFP, a person who assisted with and/or participated in the preparation of this RFP.

## SECTION TWO PROPOSAL PREPARATION INSTRUCTIONS

### 2.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. All Respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the Respondent's proposal.
- The Transmittal Letter must be in the form of a letter. The business and technical proposals must be organized under the specific section titles as listed below.
- The electronic copies of the proposal submitted via CD-ROM should be organized to mirror the sections below and the attachments.
- Each item, i.e. Transmittal Letter, Business Proposal, Technical Proposal, Cost Proposal, etc., must be separate standalone electronic files on the CD-ROM. Please do not submit your proposal as one large file.
- Whenever possible, please submit all attachments in their original format.
- Confidential Information must also be clearly marked in a separate folder/file on any included CD-ROM.

### 2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following topics except those specifically identified as "optional."

#### 2.2.1 Agreement with Requirement listed in Section 1

The Respondent must explicitly acknowledge understanding of the general information presented in Section 1 and agreement with any requirements/conditions listed in Section 1.

#### 2.2.2 Summary of Ability and Desire to Supply the Required Products or Services

The Transmittal Letter must briefly summarize the Respondent's ability to supply the requested products and/or services that meet the requirements defined in Section 2.4 of this RFP. The letter must also contain a statement indicating the Respondent's willingness to provide the requested products and/or services subject to the terms and conditions set forth in the RFP including, but not limited to, the State's mandatory contract clauses.

#### 2.2.3 Signature of Authorized Representative

A person authorized to commit the Respondent to its representations and who can certify that the information offered in the proposal meets all general conditions, including the information requested in Section 2.3.4, must sign the Transmittal Letter. **In the Transmittal Letter, please indicate the principal contact for the proposal, along with an address, telephone and fax number, as well as an e-**

**mail address, if that contact is different than the individual authorized for signature.**

#### 2.2.4 Respondent Notification

Unless otherwise indicated in the Transmittal Letter, Respondents will be notified via e-mail.

It is the Respondent's obligation to notify the Procurement Division of any changes in any address that may have occurred since the origination of this solicitation. The Procurement Division will not be held responsible for incorrect vendor/contractor addresses.

#### 2.2.5 Confidential Information

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 et seq. (see section 1.15).

Provide the following information:

- List all documents, or sections of documents, for which statutory exemption to the APRA is being claimed;
- Specify which statutory exception of APRA applies for each document, or section of the document;
- Provide a description explaining the manner in which the statutory exception to the APRA applies for each document or section of the document.
- Provide a separate redacted (for public release) version of the document.

#### 2.2.6 Other Information

This item is optional. Any other information the Respondent may wish to briefly summarize will be acceptable.

### 2.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics except those specifically identified as "optional." **The Business Proposal Template is Attachment E.**

#### 2.3.1 General (optional)

This section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the products and/or services requested in this RFP.

#### 2.3.2 Respondent's Company Structure

The legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which

the organization is involved, and a chart of the organization are to be included in this section. If the organization includes more than one product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization.

### 2.3.3 Company Financial Information

This section must include documents to demonstrate the Respondent's financial stability. Examples of acceptable documents include: most recent Dunn & Bradstreet Business Report (preferred) or audited financial statements for the two (2) most recently completed fiscal years. If neither of these can be provided, explain why and include an income statement and balance sheet, for each of the two most recently completed fiscal years.

If the documents being provided by the Respondent are those of a parent or holding company, additional information should be provided for the entity/organization directly responding to this RFP. That additional information should explain the business relationship between the entities and demonstrate the financial stability of the entity/organization which is directly responding to this RFP.

### 2.3.4 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating that the CEO and/or CFO, of the responding entity/organization, has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

### 2.3.5 Contract Terms/Clauses

A sample contract that the state expects to execute with the successful Respondent(s) is provided in Attachment B. This contract contains both mandatory and non-mandatory clauses. Mandatory clauses are listed below and are non-negotiable. Other clauses are highly desirable. It is the State's expectation that the final contract will be substantially similar to the sample contract provided in Attachment B.

In your Transmittal Letter please indicate acceptance of these mandatory contract terms (see section 2.2.2). In this section, please review the rest of the contract and indicate your acceptance of the non-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. If you require additional contract terms please include them in this section. To reiterate, it is the State's strong desire to not deviate



from the contract provided in the attachment and as such the State reserves the right to reject any and all of these requested changes.

The mandatory contract terms are as follows:

- Duties of Contractor, Rate of Pay, and Term of Contract
- Authority to Bind Contractor
- Compliance with Laws
- Drug-Free Workplace Provision and Certification
- Employment Eligibility
- Funding Cancellation
- Governing Laws
- Indemnification
- Information Technology
- Non-Discrimination Clause
- Ownership of Documents and Materials
- Payments
- Penalties/Interest/Attorney's Fees
- Termination for Convenience
- Non-Collusion and Acceptance

Any or all portions of this RFP and any or all portions of the Respondent's response may be incorporated as part of the final contract.

### 2.3.6 References

The Respondent must include a list of at least three (3) clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP. Information provided should include the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information.

### 2.3.7 Registration to do Business

#### Secretary of State

If awarded the contract, the Respondent will be required to be registered, and be in good standing, 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. The Respondent must indicate the status of registration, if applicable, in this section of the proposal.

#### Department of Administration, Procurement Division

Additionally, respondents must be registered with the IDOA. This can be accomplished on-line at <http://www.in.gov/idoa/2464.htm>.

The IDOA Procurement Division maintains two databases of vendor information. The Bidder registration database is set up for vendors to register if you are interested in selling a product or service to the State of Indiana. Respondents may register on-line at no cost to become a Bidder with the State of Indiana. To complete the on-line Bidder registration, go to <http://www.in.gov/idoa/2464.htm>. The Bidder registration offers email notification of upcoming solicitation opportunities, corresponding to the Bidder's area(s) of interest, selected during the registration process. Respondents do need to be registered to bid on and receive email notifications. Completion of the Bidder registration will result in your name being added to the Bidder's Database, for email notification. The Bidder registration requires some general business information, an indication of 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 placed in Procurement Division's Bidder Database. To receive an award, you must be registered as a bidder. Problems or questions concerning the registration process or the registration form can be e-mailed to Amey Redding, Vendor Registration Coordinator, [aredding@idoa.in.gov](mailto:aredding@idoa.in.gov), or you may reach her by phone at (317) 234-3542.

IVOSB entities (whether a prime or subcontractor) must have a Bidder ID. If registered with IDOA, this should have already been provided (as with MWBEs). IVOSBs that are only registered with the Federal Center for Veterans Business Enterprise will need to ensure that they also have a Bidder ID provided by IDOA.

#### 2.3.8 Authorizing Document

Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

#### 2.3.9 Subcontractors

The Respondent is responsible for the performance of any obligations that may result from this RFP and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes, and will be subject to the provisions thereof. For each portion of the proposed products or services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must

furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor's name, address and the state in which formed that are proposed to be used in providing the required products or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority, Women, or Veteran Owned Business under IC 4-13-16.5-1 and Executive Order 13-04 and IC 5-22-14-3.5. See Sections 1.21, 1.22 and Attachments A/A1 for Minority, Women, and Veteran Business information.

IIVOSB entities (whether a prime or subcontractor) must have a Bidder ID. If registered with IDOA, this should have already been provided (as with MWBEs). IIVOSBs that are only registered with the Federal Center for Veterans Business Enterprise will need to ensure that they also have a Bidder ID provided by IDOA (please see section 2.3.7, Department of Administration, Procurement Division for details).

#### 2.3.10 Evidence of Financial Responsibility

This section will indicate the ability to provide the mandatory evidence of financial responsibility. See Section 1.25 for details.

Notwithstanding any other provisions relating to the beginning of the term, any contract will not become effective until the evidence of financial responsibility is delivered in the correct form and amount to the address indicated in Section 1.25.

#### 2.3.11 General Information

Each Respondent must enter its company's general information including contact information.

#### 2.3.12 Experience Serving State Governments

Each Respondent is asked to provide a brief description of its company's experience in serving state governments and/or quasi-governmental accounts.

#### 2.3.13 Experience Serving Similar Clients

Each Respondent is asked to describe its company's experience in serving clients of a similar size to the State that also had a similar scope. Please provide specific clients and detailed examples.

#### 2.3.14 Indiana Preferences

Pursuant to IC 5-22-15-7, Respondent may claim only one (1) preference. For the purposes of this RFP, this limitation to claiming one (1) preference applies to Respondent's ability to claim eligibility for Buy Indiana points. **Respondent must clearly indicate which preference(s) they intend to claim. Additionally, the Respondent's Buy Indiana status must be finalized when the RFP response is submitted to the State.**

##### Buy Indiana

Refer to Section 2.7 for additional information.

#### 2.3.15 Payment

Respondent should be able to accept payment by credit card as an optional form of payment; but should be able to accept other forms of payment from the State as well. In the Respondent's proposal, the Respondent should agree to accept any credit card-user handling fees associated with acceptance of the State's Purchasing Card. Respondent should demonstrate how its company will meet this requirement of accepting payment by credit card as the only form of payment if the State chooses to implement this policy.

## 2.4 TECHNICAL PROPOSAL

**Technical Proposal Template for Marketing, Public Relations and Advertising: Attachment F.**

**Technical Proposal Template for Media Buying Services: Attachment F-1**

The Technical Proposals must be divided into the sections as described below. Every point made in each section must be addressed in the order given. The same outline numbers must be used in the response. RFP language should not be repeated within the response. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material. The referenced document must be included as an appendix to the technical proposal with referenced sections clearly marked. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the State.

## 2.5 COST PROPOSAL

**Cost Proposal Template for Marketing, Public Relations and Advertising: Attachment D**

**Cost Proposal Template for Media Buying Services: Attachment D-1**

The Cost Proposals must be submitted in the original format. Any attempt to manipulate the format of the Cost Proposal document, attach caveats to pricing, or submit pricing that deviates from the current format will put the proposal at risk of disqualification.

### **Cost Proposal Narrative**

The Respondent should provide a brief narrative (not longer than two pages) in support of each Cost Proposal item. The narrative should be focused on clarifying how the proposed prices correspond directly to the Respondent's Technical Proposal. For example, evaluators will expect detailed explanation of *Maintenance and Support* to correspond to *Maintenance and Support items* if described in the Technical Proposal. **Please compose and return this document in a Microsoft Word format.**

### **Cost Assumptions, Conditions and Constraints**

The respondent should list and describe as part of its Cost Proposal any special cost assumptions, conditions, and/or constraints relative to, or which impact, the prices presented on the Cost Schedules. It is of particular importance to describe any assumptions made by the respondent in the development of the respondent's Technical Proposal that have a material impact on price. It is in the best interest of the respondent to make explicit the assumptions, conditions, and/or constraints that underlie the values presented on the Cost Schedules. Assumptions, conditions or constraints that conflict with the RFP requirements are not acceptable. **Please compose and return this document in a Microsoft Word format.**

## 2.6 INDIANA ECONOMIC IMPACT

All companies desiring to do business with state agencies must complete an "Indiana Economic Impact" form (Attachment C). The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the state. The amount entered in Line 16 "Total amount of this proposal, bid, or current contract" should match the amount entered in the Attachment D, Cost Proposal Template.

## 2.7 BUY INDIANA INITIATIVE/INDIANA COMPANY

It is the Respondent's responsibility to confirm its Buy Indiana status for this portion of the process. If a Respondent has previously registered its business with IDOA, go to <http://www.in.gov/idoa/2464.htm> and click on the link to update this registration. Click the tab titled Buy Indiana. Select the appropriate category for your business. Respondents may only select one category. Certify this selection by clicking the check box next to the certification paragraph. Once this is complete, save the selection and exit the account.

Respondents that have not previously registered with IDOA must go to <http://www.in.gov/idoa/2464.htm> and click on the link to register. During the registration process, follow the steps outlined in the paragraph above to certify your business' status. The registration process should be complete at the time of proposal submission.

Respondent must clearly indicate which preference(s) they intend to claim in the Business Proposal, Attachment E, section 2.3.14 (Respondent will only be evaluated on the criteria selected/cited from IC 5-22-15-20.5).

**Additionally, Respondents that wish to claim the Buy Indiana preference (for any criteria listed below) must have an email confirmation of their Buy Indiana status provided by buyindianainvest@idoa.in.gov included in the proposal response. The email confirmation must have been provided from within one year prior to the proposal due date.**

Respondents must also fully complete the Indiana Economic Impact form (Attachment C) and include it with their proposal response.

**Defining an Indiana Business:**

“Indiana business” refers to any of the following:

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

**Substantial Capital Investment:**

Any company that can demonstrate a minimum capital investment in Indiana of \$5 million or more in plant and/or equipment or annual lease payments in Indiana of \$2.5 million or more shall qualify as an Indiana business under I.C.5-22-15-20.5 (b)(4).

**Substantial Indiana Economic Impact:**

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); it shall qualify as an Indiana business under I.C. 5-22-15-20.5 (b)(5).

## **SECTION THREE PROPOSAL EVALUATION**

### **3.1 PROPOSAL EVALUATION PROCEDURE**

The State has selected a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation personnel will use the evaluation criteria stated in Section 3.2. The Commissioner of IDOA or his or her designee will, in the exercise of the Commissioner's sole discretion, determine which proposals offer the best means of servicing the interests of the State. The exercise of this discretion will be final.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- 3.1.1 Each proposal will be evaluated for adherence to requirements on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.
- 3.1.2 Each proposal will be evaluated on the basis of the categories included in Section 3.2. A point score has been established for each category.
- 3.1.3 If technical proposals are close to equal, greater weight may be given to price.
- 3.1.4 Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to the State, taking into account all of the evaluation factors, may be selected by IDOA and All State Agencies for further action, such as contract negotiations. If, however, IDOA and All State Agencies decide that no proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, IDOA may begin contract preparation with the next qualified Respondent or determine that no such alternate proposal exists.

### **3.2 EVALUATION CRITERIA**

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the RFP in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The points associated with each category are indicated following the category name (total maximum points = 103). For further information, please reference Section 3.2.3 below. If any one or more of the listed criteria on which the responses to this RFP will be evaluated are found to be inconsistent or incompatible with applicable federal laws, regulations or policies, the specific criterion or criteria will be disregarded and the responses will be evaluated and scored without taking into account such criterion or criteria.

***Summary of Evaluation Criteria:***

<b>Criteria</b>	<b>Points</b>
1. Adherence to Mandatory Requirements	Pass/Fail
2. Management Assessment/Quality (Business and Technical Proposal)	<b>45 available points</b>
3. Cost (Cost Proposal)	<b>30 available points</b>
4. Indiana Economic Impact	5
5. Buy Indiana	5
6. Minority Business Enterprise Subcontractor Commitment	5 ( 1 bonus point is available, see Section 3.2.6)
7. Women Business Enterprise Subcontractor Commitment	5 ( 1 bonus point is available, see Section 3.2.6)
8. Indiana Veteran Business Enterprise (IVOSB) Subcontractor Commitment	5 (1 bonus point is available, see Section 3.2.7)
<b>Total</b>	<b>100 (103 if bonus awarded)</b>

All proposals will be evaluated using the following approach.

Step 1

In this step, proposals will be evaluated only against Criteria 1 to ensure that they adhere to Mandatory Requirements. Any proposals not meeting the Mandatory Requirements will be disqualified.

Step 2

The proposals that meet the Mandatory Requirements will then be scored based on Criteria 2 and 3 ONLY. This scoring will have a maximum possible score of 75 points, with a potential of 3 bonus points if certain criteria are met. All proposals will be ranked on the basis of their combined scores for Criteria 2 and 3 ONLY. This ranking will be used to create a “short list”. Any proposal not making the “short list” will not be considered for any further evaluation.

Step 2 may include one or more rounds of proposal discussions, oral presentations, clarifications, demonstrations, etc. focused on cost and other proposal elements. Step 2 may include a second “short list”.

Step 3

The short-listed proposals will then be evaluated based on all the entire evaluation criteria outlined in the table above.



If the State conducts additional rounds of discussions and a BAFO round that lead to changes in either the technical or cost proposal for the short listed Respondents, their scores will be recomputed.

The section below describes the different evaluation criteria.

- 3.2.1 Adherence to Requirements – Pass/Fail  
Respondents passing this category move to Phase 2 and proposal is evaluated for Management Assessment/Quality and Price.

**The following 2 categories cannot exceed 75 points.**

- 3.2.2 Management Assessment/Quality  
45 available points

- 3.2.3 Price  
30 available points

Cost scores will then be normalized to one another, based on the lowest cost proposal evaluated. The lowest cost proposal receives a total of 30 points. The normalization formula is as follows:

- $Respondent's\ Cost\ Score = (Lowest\ Cost\ Proposal / Total\ Cost\ of\ Proposal) \times 30$

- 3.2.4 Indiana Economic Impact (5 points)

See Section 2.6 for additional information.

The total number of full time equivalent (FTE – please see Section 1.2 for a definition of FTEs) Indiana resident employees for the Respondent’s proposal, to execute the scope of work proposed in this RFP, (prime contractor and subcontractors) will be used to evaluate the Respondent’s Indiana Economic Impact. Points will be awarded based on a graduated scale. The Respondent with the most Indiana FTEs will be awarded 5 points. Points will then be awarded to the remaining Respondents proportionately. Please see Attachment C, Indiana Economic Impact Form, for more detailed instructions.

- 3.2.5 Buy Indiana Initiative – 5 points

Respondents qualifying as an Indiana Company as defined in Section 2.7 will receive 5 points in this category.

- 3.2.6 Minority (5 points) & Women's Business (5 points) Subcontractor Commitment - (10 points).

The following formula will be used to determine points to be awarded based on the MBE and WBE goals listed in Section 1.20 of this RFP. Scoring is conducted based on an assigned 10-point, plus possible 2 bonus-points, scale (MBE: Possible 5 points + 1 bonus point, WBE: Possible 5 points + 1 bonus Point). Points are assigned for respective MBE participation and WBE participation based upon the BAFO meeting or exceeding the established goals.

If the respondent’s commitment percentage is less than the established MBE or WBE goal, the maximum points achieved will be awarded according to the following schedule:

%	1%	2%	3%	4%	5%	6%	7%	8%
Pts.	.625	1.25	1.875	2.5	3.125	3.75	4.375	5.0

*NOTE: Fractional percentages will be rounded up or down to the nearest whole percentage. (e.g. 7.49% will be rounded down to 7% = 4.375 pts., 7.50% will be rounded up to 8% = 5.00 pts.)*

If the respondent’s commitment percentage is rounded down to 0% for MBE or WBE participation, the respondent will receive 0 points.

If the respondent’s commitment percentage is 0% for MBE or WBE participation, a deduction of 1 point will be discounted on the respective MBE or WBE score.

The respondent with the greatest applicable VSC participation which exceeds the stated goal for the respective MBE or WBE category will be awarded 6 points (5 points plus 1 bonus point). In cases where there is a tie for the greatest applicable VSC participation and both firms exceed the goal for the respective MBE/WBE category, both firms will receive 6 points.

3.2.7 Indiana Veteran Owned Small Business Subcontractor Commitment - (5 points).

The following formula will be used to determine points to be awarded based on the IVOSB goal listed in Section 1.20 of this RFP. Scoring is conducted based on an assigned 5-point, plus possible 1 bonus-point, scale. Points are assigned for IVOSB participation based upon the BAFO meeting or exceeding the established goals.

If the respondent’s commitment percentage is less than the established IVOSB goal, the maximum points achieved will be awarded according to the following schedule:

%	0%	0.6%	1.2%	1.8%	2.4%	3%
Pts.	-1	1	2	3	4	5

*NOTE: Fractional points will be awarded based upon a graduated scale between whole points. (e.g. a 0.3% commitment will receive .5 points and a 1.5% commitment will receive 2.5 points)*

If the respondent’s commitment percentage is 0% for IVOSB participation, a deduction of 1 point will be assessed.

The IVOSB prime respondent commitment will be 3%, and will receive 5 points. Any additional IVOSB subcontractor commitments will be added to the 3%.

The respondent with the greatest applicable VSC participation which exceeds the stated goal for the IVOSB category will be awarded 6 points (5 points plus 1 bonus point). In cases where there is a tie for the greatest applicable VSC participation and both firms exceed the goal for the IVOSB category, both firms will receive 6 points.

### 3.2.8 Qualified State Agency Preference Scoring

When applicable, pursuant to Indiana Code 5-22-13, a qualified state agency submitting a response to this RFP will be awarded preference points for Minority, Women's, and Indiana Veteran Business Enterprise equal the Respondent awarded the highest combined points awarded for such preferences in the scoring of this RFP.

The Commissioner of IDOA or his or her designee will, in the exercise of the Commissioner's sole discretion, determine which proposal(s) offer the best means of servicing the interests of the State. The exercise of this discretion will be final.

**ATTACHMENT A  
MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR  
COMMITMENT FORM**

In accordance with 25 IAC 5-5, the respondent is expected to submit with its proposal a Minority & Women's Business Enterprises RFP 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 <http://www.in.gov/idoa/2352.htm>.

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 proposal and the cost of direct supplies 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 Attachment D, Cost Proposal Template.

Failure to meet these goals will affect the evaluation of your Proposal. 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 listed on the IDOA Directory of Certified Firms, **on or before** the proposal due date
- Prime Contractor must include with their proposal the subcontractor's M/WBE Certification Letter provided by IDOA, to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE, or IVOSB (see section 1.22)
- 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 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 as listed in the directory at <http://www.in.gov/idoa/2352.htm>
- 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 RFP SUBCONTRACTOR LETTER OF  
COMMITMENT (MWBE)**

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, unless the products and/or services are needed beyond the initial term. Any products and/or services desired after the initial term will require separate negotiations between the prime contractor and subcontractor. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the "**TOTAL BID AMOUNT**" and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's M/WBE 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 <http://www.in.gov/idoa/2352.htm>.

**STATE OF INDIANA MBE/WBE SUBCONTRACTOR COMMITMENT FORM**

RFP# 19-087 Marketing, Advertising, Public Relations, and Media Buy

**DUE DATE:** June 25, 2019 by 3:00 PM EST

**TOTAL BID AMOUNT:** [REDACTED]

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm		
Company Name:	Contact Person:	
Address:	E-mail:	
Sub-Contract Amount: [REDACTED]	Telephone Number: (    )	Fax Number: (    )
Sub-Contract Percentage of Total Bid:	Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u>	
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: [REDACTED]	Telephone Number: (    )	Fax Number: (    )
Sub-Contract Percentage of Total Bid:	Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u>	
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.**

**ATTACHMENT A1  
INDIANA VETERAN OWNED SMALL BUSINESS RFP SUBCONTRACTOR  
COMMITMENT FORM**

In accordance with Section 1.22 of RFP 19-087, the respondent is expected to submit with its proposal an Indiana Veteran Owned Small Business (IVOSB) RFP Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Indiana Veteran Owned Small Business(es) listed in the [VA OSDBU](#) registry, or listed on the IDOA Directory of Certified Firms that conform to the IVOSB rules as laid out at <http://www.in.gov/idoa/2862.htm>.

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 proposal and the cost of direct supplies 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 Attachment D, Cost Proposal Template.

If the vendor responding to the RFP is an IVOSB certified entity, the letter confirming same should be submitted with their response. IDOA will verify the certification but will not check for it. Therefore the responding vendor has the responsibility to alert IDOA of their certification. The IVOSB respondent will receive the total points for the IVOSB evaluation criteria per section 3.2.7. Additional ISVOB subcontractors must be included if the IVOSB respondent is seeking the additional bonus point.

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

Failure to address these goals may impact the evaluation of your Proposal. The Department reserves the right to verify all information included on the IVOSB Subcontractor Commitment Form.

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

- Must be listed on Federal Center for Veterans Business Enterprise ([VA OSDBU](#)) registry or listed on the IDOA Directory of Certified Firms, **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. (VA OSDBU), to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE (see Section 1.21) or IVOSB
- IVOSB must have a Bidder ID (see section 2.3.7 - Department of Administration, Procurement Division)
- A Prime Contractor who is an IVOSB can count their own workforce or companies to meet this requirement.
- **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 as listed in the [VA OSDBU](#) or IDOA Certified Firm directories <http://www.in.gov/idoa/2352.htm>
- Must be used to provide the goods or services specific to the contract

**INDIANA VETERAN OWNED SMALL BUSINESS 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 State reserves the right to deny evaluation points if the letter(s) is not attached. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the “**TOTAL BID AMOUNT**” and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the policies and processes involving the State’s IVOSB Program. Questions involving the regulations governing the IVOSB Subcontractor Commitment Form should be directed to: [indianaveteranspreference@idoa.in.gov](mailto:indianaveteranspreference@idoa.in.gov).

**STATE OF INDIANA IVO SB SUBCONTRACTOR COMMITMENT FORM**

**RFP#: 19-087 Marketing, Advertising, Public Relations, and Media Buy**

**DUE DATE: June 25, 2019 by 3:00 PM EST**

**TOTAL BID AMOUNT:** [REDACTED]

<b>Company Name:</b>	<b>Contact Person:</b>	
<b>Address:</b>	<b>E-mail:</b>	
<b>Sub-Contract Amount:</b> [REDACTED] <b>Sub-Contract Percentage of Total Bid:</b>	<b>Telephone Number:</b> ( )	<b>Fax Number:</b> ( )
	<b>Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u></b>	
<b>Provide approximate dates when Sub-Contractor will perform on this project:</b>		

<b>Company Name:</b>	<b>Contact Person:</b>	
<b>Address:</b>	<b>E-mail:</b>	
<b>Sub-Contract Amount:</b> [REDACTED] <b>Sub-Contract Percentage of Total Bid:</b>	<b>Telephone Number:</b> ( )	<b>Fax Number:</b> ( )
	<b>Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u></b>	
<b>Provide approximate dates when Sub-Contractor will perform on this project:</b>		

\_\_\_\_\_  
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.**

# MASTER SERVICES AGREEMENT

#

This Master Services Agreement (“this Contract”), entered into by and between the State of Indiana through the Indiana Department of Administration (the “State”) and CONTRATOR NAME (the “Contractor”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

## 1. Duties of Contractor.

The Indiana Department of Administration on behalf of All State Entities here in referred to as (“State”) is establishing a quantity purchase agreement (QPA) for Marketing, Public Relations, Advertising and Media Buy Services. The Contractor shall provide these services and commodities necessary to the State as set forth in RFP # 19-087, the Contractor’s response, and clarifications, attached hereto in specific exhibits and made a part of this Contract herein by reference. The following contract exhibits are hereby included in this Contract and incorporated herein by reference as follows:

- Exhibit A** = State of Indiana Pricing
- Exhibit B** = Marketing, Public Relations and Advertising Services Requirements
- Exhibit C** = Media Buying Services Requirements
- Exhibit D** = Budget Quotation Sheet
- Exhibit E** = Creative Brief
- Exhibit F** = Scope of Work Template
- Exhibit G** = Service Level Agreements
- Exhibit H** = Performance Metrics
- Exhibit I** = RFP # 19-087 Documentation

The duties of the Contractor are set forth, attached hereto, and fully incorporated herein:

### A. Entities Eligible to Utilize Contract

- 1) **State Agency**  
As defined in IC 4-13-1, “state agency” means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of state government.
- 2) **K-12Indiana**  
The Contractor shall extend the pricing and services under this Contract to all K-12 entities and work with Educational Service Centers (ESC) to provide access and the means to make purchases through the K-12Indiana purchasing portal which can be accessed at K12Indiana.com.
- 3) **LibraryIndiana**  
The Contractor shall extend the pricing and services under this Contract to all Indiana Libraries and work with the State to provide access and the means to make purchases through the LibraryIndiana purchasing portal which can be accessed at LibraryIndiana.com.
- 4) **Extension of Other Governmental Entities/OneIndiana**  
The Contractor shall extend the pricing and services under this Contract to all other governmental entities within the State of Indiana (“Governmental Entities”). Other



Governmental Entities are defined as: An agency, board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: (1) The judicial branch (2) The legislative branch (3) A political subdivision (includes towns, cities, local governments, etc.) (4) A State educational institution.

- 5) Unless otherwise specified within this Contract, the term “State Agency” shall refer to entities/procurement initiatives 1 -4 as set forth in Section A, Entities Eligible to Utilize Contract. Ordering and/or usage instructions exclusive to State Agencies or Governmental Entities shall be identified within each article.

## **B. Contract Implementation**

The Contractor shall meet with the State and form an Implementation Plan timeline for the overall Contract Deployment. The Contractor shall customize the program to fit the State’s needs and desires for a successful program by meeting a minimum of one meeting per week during the implementation process.

### 1) Implementation Process

The Contractor shall complete the Implementation project in the following phases, and the Contractor shall provide a draft and final copy of the Project Management Plan to the State Account Manager:

#### a) Initiation

The Contractor shall ensure the needs of the State are adequately defined, by engaging with the State in High-level discussions on phase deliverables during Project Initiation and identify priorities that need to be completed through the implementation for a smooth transition. Additionally, the high-level barriers, potential problems, and roles and responsibilities of the project shall be summarized at this time.

#### b) Planning

The Contractor shall establish business requirements and schedule of the project (including a list of deliverables and delivery dates). The Planning Phase shall involve identifying and documenting the project scope, tasks, schedules, risk, quality, and staffing needs. This identification process continues until all possible areas of the chartered project have been addressed.

#### c) Execution and Control

The Contractor’s implementation team shall carry out the project and perform project activities.

#### d) Closing

The implementation team shall remain in place 30 days after the roll out date. The team shall continue to meet regularly to discuss: program success, improvement opportunities, end-user feedback, usage data, product changes, Contractor performance, future goals and objectives. The Contractor shall perform Project Closeout once all defined project objectives have been met and the State has accepted the final implementation of the Contract.

### 2) Implementation – Personnel

The Contractor shall provide a team of qualified experts to assist in the implementation effort. The Contractor's team shall be led by an appointed Implementation Manager who shall be responsible for the overall management of the implementation process.

3) Implementation – Communication Tools

a) Implementation Schedule

The Contractor shall provide an implementation project schedule as a document that highlights the tasks required to implement the State's solution. It shall identify respective responsibilities and completion dates for each task. The schedule shall allow the State and Contractor to monitor the entire process and address related issues. The schedule shall be an active document and shall be updated frequently to reflect changing circumstances and implementation progress.

b) Implementation Team Meetings

The Contractor shall schedule with the State weekly implementation team meetings. The Contractor shall prepare Meeting Agendas, shall facilitate the Team meetings, and shall provide Meeting Minutes after conclusion of the Team Meeting by the next business day.

c) Implementation Status Reports

The Contractor shall provide status reports to the State throughout the project's implementation.

4) Training

a) Implementation Training

At no additional cost to the State, the Contractor shall work with the State and State Agencies to provide users an opportunity through a Kick-off event to learn about the program for best outcome of program usage. The Contractor may host other implementation and product shows around the State as well as additional vendor seminars and training at the direction of the State. As part of the Contractor's duty to provide training at the direction of the State, the Contractor may be required to host training sessions via internet. The Contractor shall use reasonable best efforts to provide training as necessary to facilitate the goals of this Contract.

b) Post-Implementation Training

The Contractor shall continue to provide user training as needed after implementation pursuant to the training requirements of this Contract.

c) User Guides

The Contractor shall provide Roll-out Packets or User Guides to Ordering Agencies on how to best use the provided services. The Contractor shall provide the User Guide documentation to the IDOA State Contract Manager for approval prior to release.

**C. Account Management and Customer Service**

1) Account Management Structure

The Contractor's Dedicated Account Management Team shall include a Dedicated Account Manager, National Account Manager, and Customer Service Team. This team shall remain in place throughout the full contract term. The Contractor shall notify the State within 48 hours of notification of any staffing changes from proposed staffing as listed below. The State shall be provided the opportunity to approve or deny any new

proposed personnel. The Contractor shall have a back-up plan in place at all times for all Account Management-related personnel and services. The Contractor shall communicate and maintain an up-to-date back-up plan for all Account Management Team members.

- a) Dedicated Account Manager – The Account Manager shall serve as the Central Point of Contact and have the authority to negotiate the Contract between the State and Contractor. In addition, the Account Manager shall assist with account implementation and maintenance throughout the life of this Contract. Daily inquiries related to project/campaigns, billing errors, and most customer-specific issues can be handled at the Dedicated Account Manager level. The Account Manager shall also actively market the services of this Contract to local governmental entities.
  - b) National Account Manager – The National Account Manager shall be responsible for assisting with the account management and maintenance and work to ensure contract compliance.
  - c) Customer Service Team – The Customer Service Team shall be responsible for assisting the State Agencies with any issues and ensuring service level compliance.
- 2) Quarterly Business Reviews (QBR)

The State and the Contractor shall agree upon the reporting model during the first 60 days of contract implementation. The State may request that the Contractor include, but is not limited to, Service Level Agreements, Key Performance Indicator (KPI), Performance Metrics, Transaction Usage, Pricing Audit Report, local government usage, additional reporting fields, etc. over the life of the Contract. The Contractor shall be responsible for presenting the agreed upon reporting model to the State at the Quarterly Business Review (QBR), as well as, anytime upon the State’s request.
  - 3) Service Level Agreements and Performance Metrics

The Contractor shall monitor and fulfill all Service Level Agreements and Performance Metrics. See **Exhibit G and H** for Service Levels and Performance Metrics.
  - 4) Problem Resolution

Problem escalation shall be handled using the Contractor’s resolution process as provided in the Technical proposal of RFP # 19-087 (see **Exhibit I**). The Contractor shall provide a copy of the Contractor’s most recent problem resolution process. In the event that the Contractor amends the problem resolution process, notification shall be sent to the IDOA State Contract Manager and an electronic copy provided to the State. The IDOA State Contract Manager has the authority to contact the Contractor’s Account Manager directly for problem resolution if it is determined that the problem requires action from the Contractor that is swift and appropriate. Members of the Contractor’s Account Team shall arrive onsite at the Indiana Government Center in Indianapolis by the next business day, if necessary.
  - 5) Disaster Recovery Plan

The Contractor shall provide a copy of the Contractor’s most recent disaster recovery and continuity of operations plan. The disaster recovery plan shall demonstrate that in the event of a catastrophe, the State’s inconvenience would be extremely minimal. The plan shall include, but not limit to, the process the State should follow to escalate issues. In the event that the Contractor amends the disaster recovery plan notification shall be sent to the State Account Manager and an electronic copy provided to the State. The

Contractor shall provide copies of the disaster recovery plan to all State Agencies upon request.

6) Customer Service Hours

The Contractor shall provide customer services for all State Agencies locations Monday through Friday from 7:00AM to 5:00PM EST. This on-going support shall be provided via a toll free telephone number, email, and fax. The Contractor's Dedicated Account Manager shall be accessible by phone for emergencies such as, but not limited to, disaster relief to provide assistance with customer service or orders that need to be placed.

7) Customer Service Response Time

The Contractor shall resolve all customer service issues within 48 hours of submission.

**D. Project/Program Deliverables**

- 1) For each campaign, the Contractor shall provide a detailed budget and schedule appropriate to the specific campaign (a breakdown by week may be appropriate for a campaign of short duration, and a monthly schedule may be most efficient for a long-term campaign of up to a year) that includes firm price quotations. Quotations shall be provided to the State of Indiana State Agency on **Exhibit D – Budget Quotation Sheet**. The Proposal must include a timeframe for project completion, a specific description of deliverable items, a background analysis, objectives, target audiences, the period of performance (push), a scope of work, budget, measurement criteria, and delivery dates. Unless indicated otherwise, deliveries shall be made directly to the State Agency. The Contractor shall be responsible for immediately advising the State Agency of any circumstance or event that could result in late completion of any task or subtask called for to be completed on certain date. The Contractor will not acquire other client(s) that may have competing interests with the State of Indiana as solely determined by the affected State agencies.
- 2) The Contractor shall also furnish cost estimates based on the prices as shown in **Exhibit A – State of Indiana Pricing** and any residual costs that must be identified on **Exhibit D – Budget Quotation Sheet** based on the project scope of the State Agency. Estimates shall be subject to the approval of the State Agency and must precede the period for which they are proposed and/or the project start date. Estimates must be numbered. In addition, adjusted budgets must be provided reflecting any modification approved by the State Agency in the proposed expenditures. A final budget must be submitted at the conclusion of each campaign.
- 3) For all media buys, the Contractor shall ensure that an approved Media Requisition Form and Purchase Order is received from the State Agency.
- 4) The Contractor shall obtain a minimum of 3 competitive proposals/bids on all non-media expenditures. Documentation of the proposal process, including bids, must be submitted to the State Agency for pre-approval of all non-media expenditures.
- 5) All changes in specifications and cost estimates must be approved by the State Agency prior to moving forward with the Project. The State Agency will not be responsible for unapproved increased billing invoices. Labor pricing is firm under the terms of this contract - with the exception of dedicated long- term support-based services, which may be flexible, but cannot exceed the maximum listed contract rates as found in **Exhibit A – State of Indiana Pricing**.

- 6) Complex or long-term projects may necessitate the State Agency communicate its needs in language more prescriptive than that found in this Contract. At no time shall such additional detail conflict with the terms and conditions of the contract, nor shall the communicated needs exceed the intended scope of the contract.
  - a) Should a Contractor take exception to additionally defining language on the grounds that such language conflicts with or exceeds the contractual requirements, the Contractor has the following resolution options available in the sequence identified:
    - Provide alternative, contractually compliant options to the State Agency
    - Contact the IDOA State Contract Manager for resolution mediation
- 7) The Contractor agrees to provide the requirements as listed in **Exhibit B – Marketing, Public Relations and Advertising Services Requirements** and **Exhibit C – Media Buying Services Requirements**.

#### **E. Print Production**

- 1) As allowed and directed by IC 5-22-4-1, IC 5-22-11, and IC 5-22-12 the State Agencies may elect to utilize existing State of Indiana QPA Vendors, Indiana Correctional Industries or Ability Indiana organizations, hereinafter referred to as Directed Sources, for printing products and/or services.
- 2) If State Agencies elect to utilize Directed Sources, the Contractor agrees to purchase and/or sub-contract for printing products and/or services. The Contractor will work with the State Agency and the Directed Sources on production timelines, file transfers, job specifications, invoicing, and delivery instructions for print work as required and at no additional cost to the state.
- 3) The Contractor will be prepared and able to use Directed Sources for as much or as little of the Contract as determined by the State. The Contractor will have full capability and adequate vendor pool to supply all work under this Contract without the use of Directed Sources.
- 4) Printing costs must be included in the estimated budget established for each project assignment. At no time will the State be billed for a price that exceeds the quoted price.
- 5) The price billed to the State for all printing provided through this contract will not exceed the cost paid to the Subcontractor by the Contractor. No up-charge, commission, fee, overhead, profit or other additional charges shall be allowed or paid by the State. All discounts and rebates must be passed to the State.
- 6) If requested by the State or Agency, the Contractor shall provide documentation to confirm the pricing billed to the State. This includes, but is not limited to Subcontractor invoices and proof of payment.

#### **F. Shipping / Delivery**

If shipment of materials is required per Scope of Work, the Contractor shall be able to deliver to all current and potential delivery sites within the State of Indiana, and meet specified delivery requirements as well as delivery to all other State Agency locations. The Contractor shall ship and deliver products by date mutually agreed upon in scope of work.

#### **G. Billing/Payment**

- 1) Invoice

The Contractor shall invoice the State only after items have been delivered prior to payment. The Contractor shall invoice the state only after completion of the work described in the purchase order/scope of work, and as required below prior to any payment. The Contractor shall submit an invoice to the State Agency's Bill To Address.

2) Billing

The Contractor understands and agrees that the invoice shall;

- Include only charges for products/services that have been shipped/fulfillment complete
- Not include any items unfulfilled, which shall have a separate invoice for payment on the same Purchase Order
- If multiple invoices are sent for the same Purchase Order, there shall be a note this is for partial payment
- Not include sales tax
- Reflect time worked in quarter increments

3) Payments

It shall be the responsibility of the "Bill To" agency to make payment. Any questions concerning payment should be addressed to the "Bill To" agency listed on the purchase order. If there is a dispute over charges on the State's invoice, the State shall work with the Contractor's assigned Account Manager to determine the issue and path of resolution.

The Contractor agrees that the timeframe for payment (and any discounts) begins when the "Bill To" agency is in receipt of a correct invoice that meets the minimum requirements stated above and products/services have been delivered in satisfactory condition.

The Contractor understands and agrees that the State shall not accept any responsibility for purchase orders issued by local governmental entities.

## **H. Reporting/Metrics**

The Contractor shall provide the State Agencies monthly, quarterly, ad-hoc reporting, and report customization at no cost for the duration of the Contract. The standard reporting listed below shall be available to the State Agency within 2 business days of the request unless the parties agree to a longer response period. State Agencies required reporting shall be agreed upon and detailed in each Scope of Work. State Agencies agreed upon reporting shall be provided within 2 business days of the request unless he parties agree to a longer response period. Ad-hoc and customized reporting shall be provided within 5 business days.

1) Usage Reports

The Contractor shall track all Contract usage, by line item to report at each QBR. The report shall include, but not limited to: State Agency, Dollar Amount, Target Completion Date, Actual Completion Date, Pass-Through Costs and if applicable Commission Percentage. The Contractor shall provide updates upon request by the State.

2) Pricing Audit Report

The Contractor shall work with the IDOA State Contract Manager to develop a mutually agreed upon pricing audit report that reflects the number of transactions during a 3 month period, price of the services at the time of purchase, and the price the State Agency paid to show the difference. The Contractor shall provide this report at each QBR and shall provide updates upon request.

3) MWBE Subcontractor Compliance

The Contractor shall enter, on a monthly basis, payments into the Minority and Women's Business Division online audit tool, to each Minority and Women's Business subcontractor committed to in this Contract.

4) Indiana Economic Impact (IEI)

The Contractor shall track and report on a quarterly basis actual full time equivalent (FTE) employees that are Indiana residents specifically working on this Contract. The Contractor shall be held to the commitment specified at time of award, as detailed on the Indiana Economic Impact form in the RFP documents (see **Exhibit I**). FTE's that shall be included in this report are employees working on this Contract ONLY. Employees working on this Contract, but not full time, shall be counted as a fraction or percent of one (1) employee. The Contractor shall work with the State to develop and provide the method of tracking IEI and detailed job descriptions within 90 days of final State signature.

**I. Miscellaneous Commitments**

1) Subcontracting

The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontract agreements are approved by the State, each shall contain all sections of this Contract. The Contractor shall be the Prime Contractor and shall be responsible for all work performed on this Contract.

2) Purchasing Card

The Contractor shall accept the State's Purchasing Card (P-Card) as an optional form of payment, if advised by the IDOA State Contract Manager. The Contractor shall accept any credit card-user handling fees associated with the acceptance of the State's Purchasing Card.

**2. Consideration.**

Total remuneration under this Contract shall not exceed \$X,XXX,XXX.XX.

**A. Pricing Errors and Overcharges**

For any pricing errors or overcharges discovered by either party, the Contractor shall reimburse the State in full for all overcharges. Additionally, the Contractor shall pay to the State 10% of total purchase price of the accurately-priced items/services which had been invoiced at incorrect pricing, at the discretion of the State, if Contractor fails to correct pricing discrepancies within 7 days of notification. The Contractor shall provide a credit or check to the State Agency, whichever the State agency prefers, for the pricing errors. In the event that multiple agencies are involved, credit distribution shall be determined at the discretion of IDOA.

**3. Term.** This Contract shall be effective for a period of two (2) years. It shall commence on \_\_\_\_\_ and shall remain in effect through \_\_\_\_\_. There may be two (2) one-year renewals at the State's option.

**4. Access to Records.** The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times

during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

**5. Assignment; Successors.**

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

B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

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

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

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

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

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

**10. Compliance with Laws.**

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



B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

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

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

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

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

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

H. As required by IC § 5-22-3-7:

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

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

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

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

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

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

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

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

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

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

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

**13. Continuity of Services.**

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

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

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

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

#### **14. Debarment and Suspension.**

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

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

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

#### **16. Disputes.**

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written

request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

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

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

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**18. Employment Eligibility Verification.** As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

A. 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.

B. 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.

C. 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.

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

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

**21. Funding Cancellation.** As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**22. Governing Law.** This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

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

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

**25. Independent Contractor; Workers’ Compensation Insurance.** The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers’ compensation insurance for the Contractor’s employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

**26. Indiana Veteran Owned Small Business Enterprise Compliance.** Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise (“IVOSB”) participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as “Attachment A-1” in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA’s IVOSB Division (“IVOSB Division”) and may require an amendment. It is the State’s expectation that the Contractor will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract: **[Add additional IVOSBs using the same format.]**

IVOSB	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
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*Briefly describe the IVOSB service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:*

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A copy of each subcontractor agreement must be submitted to the IVOSB Division within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana’s subcontractor payment auditing system), emailed to [IndianaVeteransPreference@idoa.IN.gov](mailto:IndianaVeteransPreference@idoa.IN.gov), or mailed to IDOA, 402 W. Washington Street, Room W-478, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to

[IndianaVeteransPreference@idoa.IN.gov](mailto:IndianaVeteransPreference@idoa.IN.gov) for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: [www.in.gov/idoa/mwbe/payaudit.htm](http://www.in.gov/idoa/mwbe/payaudit.htm). The Contractor may also be required to report IVOSB certified subcontractor payments directly to the IVOSB Division, as reasonably requested and in the format required by the IVOSB Division.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

**27. Information Technology Enterprise Architecture Requirements.** If this Contract involves information technology-related products or services, the Contractor agrees that any such products or services are compatible with the technology standards, including the assistive technology standard, all found at <https://www.in.gov/iot/2394.htm>. The State may terminate this Contract for default if the terms of this paragraph are breached.

**28. Insurance.**

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

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.
4. Fiduciary liability if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others with limits no less than \$700,000 per cause of action and \$5,000,000 in the aggregate.
5. Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.
6. Surety or Fidelity Bond(s) if required by statute or by the agency.
7. Cyber Liability if requested by the State addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

**29. Key Person(s).**

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

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

Key person(s) to this Contract is/are \_\_\_\_\_



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

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

**32. Minority and Women’s Business Enterprises Compliance.**

Award of this Contract was based, in part, on the Minority and/or Women’s Business Enterprise (“MBE” and/or “WBE”) participation plan as detailed in the Minority and Women’s Business Enterprises Subcontractor Commitment Form, commonly referred to as “Attachment A” in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by MWBE Compliance and may require an amendment. It is the State’s expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following MBE/WBE Division (“Division”) certified MBE and/or WBE subcontractors will be participating in this Contract: **[Add additional MBEs and WBEs using the same format.]**

MBE or WBE	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
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*Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:*

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A copy of each subcontractor agreement must be submitted to the Division within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana’s subcontractor payment auditing system), emailed to [MWBECompliance@idoa.IN.gov](mailto:MWBECompliance@idoa.IN.gov), or mailed to MWBE Compliance, 402 W. Washington Street, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to [MWBECompliance@idoa.IN.gov](mailto:MWBECompliance@idoa.IN.gov) for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: [www.in.gov/idoa/mwbe/payaudit.htm](http://www.in.gov/idoa/mwbe/payaudit.htm). The Contractor may also be required to report Division certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

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

The State is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

**34. Notice to Parties.** Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
E-mail: \_\_\_\_\_

B. Notices to the Contractor shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
E-mail: \_\_\_\_\_

As required by IC § 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

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

**36. Ownership of Documents and Materials.**

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this

Contract, but specifically developed under this Contract shall be considered “work for hire” and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor’s expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor’s work product during the term of this Contract.

**37. Payments.**

A. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

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

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

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

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

**40. Public Record.** The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on the transparency portal as required by IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

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

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

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

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

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

**46. Termination for Default.**

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

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

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

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

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

E. The State reserves the right to allow or disallow the Contractors participation in future solicitation opportunities, as a prime or subcontractor, for a period of two (2) years from the date of the notice of termination for Default. A letter from the Commissioner of the Indiana Department of Administration shall be required to participate on future solicitations within the two (2) year time frame.

**47. Travel.** No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the Budget Agency's *Financial Management Circular – Travel Policies and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Circular* guidelines.

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

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

**50. State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2018 OAG/ IDOA Professional Services Contract Manual* or the *2018 SCM Template*) in any way except as follows:

46. Termination for Default

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned’s knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

**Agreement to Use Electronic Signatures**

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:  
[https://hr.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP\\_GUEST](https://hr.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST)

**In Witness Whereof**, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

[Contractor]  
By: \_\_\_\_\_

Indiana Department of Administration  
By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved by:**  
Indiana Office of Technology

**Approved by:**  
Indiana Department of Administration

By: \_\_\_\_\_ (for)  
Dewand Neely, Chief Information Officer

By: \_\_\_\_\_ (for)  
Lesley A. Crane, Commissioner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved by:**  
State Budget

**Approved as to Form and Legality:**  
Office of the Attorney General

By: \_\_\_\_\_ (for)  
Jason D. Dudich, Director

By: \_\_\_\_\_ (for)  
Curtis T. Hill, Jr. Attorney General

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A – State of Indiana Pricing**

This document is an exhibit to the Professional Services agreement, and is deemed to be attached to and incorporated within the Professional Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Professional Services agreement shall be resolved by giving precedence and effect to the Professional Services agreement.

**TBD**

## **Exhibit B – Marketing, Public Relations and Advertising Services**

This document is an exhibit to the Master Services Agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services Agreement shall be resolved by giving precedence and effect to the Master Services Agreement.

### **A. Marketing, Public Relations and Advertising Services**

The following terms apply to all Marketing, Public Relations and Advertising Services:

1. If the State Agency deems any final product unusable or unacceptable due to improper preparation of the mechanical(s), the Contractor shall be responsible for any and all costs associated with the reproduction of said product. Improper preparation shall include anything done incorrectly to the mechanical during its preparation that can cause printing to be compromised. All duplicate charges for the artwork will be rejected.
2. Contractor will ensure that all licensing agreements permit the State Agency to use the artwork or replace the photograph when it re-runs a campaign.
3. The Contractor shall monitor and evaluate the progress and effectiveness of each advertising and public relations campaign. The Contractor shall suggest measurable criteria for evaluation that, in its judgment, should be used in determining the performance of each specific campaign. These criteria shall include, but not limited to, such common measures as media impressions, awareness and utilization rates. The Contractor and State Agency shall agree on the criteria.
4. The Contractor must obtain at least 3 competitive proposals/bids on all non-media expenditures. Documentation of the proposal process, including bids, must be submitted to the State Agency for pre-approval of all non-media expenditures.
5. All invoicing received from the Contractor must have detailed support to include separate lines showing all billable transactions. A copy of the Budget Quotation Sheet must accompany all invoices. The State Agency will not pay invoices that lack detailed support documentation. Delayed invoicing, billing, or payments due to lack of detailed support documentation with invoices is the responsibility of the Contractor. The State's payment terms apply once all documentation for payment has been received by the State Agency. The Contractor is responsible for all payments to the subcontractor. To ensure the integrity of all campaigns the prime Contractor must, within 30 days of receipt of payment from the State, fulfill corresponding payment obligations to the subcontractors.
6. Advertising Activities shall not be conducted, made public, or disseminated without prior approval of the State Agency.

### **B. Marketing and Public Relations Services**

The Contractor shall assist in creative design, website programming/re-design or update, development and strategic planning for State Agency goals, marketing programs and public relations activities. This shall include supporting existing campaigns and programs, updating of



existing designs or creating new designs, and creating new and fresh promotional campaigns as needed by the State Agency.

1. PROCEDURE

The State Agency will prepare a Creative Brief and submit to a minimum of 3 of the awarded vendors in Category 1 – Marketing, Public Relations and Advertising for a bidding opportunity. Each of these vendors shall prepare a Budget Quotation Sheet and a detailed marketing and/or public relations proposal. The State Agency shall develop a Scope of Work sub-agreement, based on the approved Budget Quotation Sheet and the approved Proposal, with the vendor that has demonstrated the best ability to meet the State Agency’s strategic communications objectives within the allotted budget.

- a) The Contractor shall develop marketing plans and campaigns consistent with Agency goals and objectives.
- b) For engagements requiring the creation, implementation, modification, or management of a website, the Contractor and the State Agency must have Indiana Office of Technology approvals.
- c) The Contractor, with State Agency approval, will prepare and execute a marketing and public relations campaign plan that parallels and complements the objectives of the entire customer information and goal campaign. Included in the plan shall be measures and targets to track the impact of public awareness and customer promotions in relation to the success of the campaign.
- d) The Contractor will develop Strategic Planning for advertising, marketing and communications activities.
- e) The Contractor shall provide written project status reports on either a weekly, bi-weekly, or monthly basis as required by the State Agency.
- f) The Contractor shall participate in periodic conference calls with the State Agency to review the status of current projects and address programmatic details and issues to ensure timely delivery and successful outcomes of all campaigns. Frequency of conference calls will be determined by the State Agency.
- g) Campaigns will be designed and implemented to reach specific target audiences. Target audiences might include populations that have been identified as disparate by evaluation data, ethnic minority populations and other target populations as deemed appropriate by the State Agency. Messages must be designed to reach specific target audiences as identified by the State Agency. Messages must be culturally appropriate and easily understood by all literacy levels.
- h) Broadcast, radio, website and collateral creative design execution and production will be accomplished by the Contractor with approval of the State Agency. Print creative design will be accomplished by the contractor. Print production requirements are detailed in section 1.4.4 D. PRINT PRODUCTION of the RFP document.
- i) The Contractor shall also suggest program promotions for the rollout of the campaign,

and after approval by the State Agency, work to plan and execute these promotions.

- j) The Contractor shall identify and recommend changes to optimize campaign goals set by the State Agency based on public participation, input, and feedback on the program.
- k) The Contractor may be asked to produce and place press releases and matte releases in daily and weekly newspapers, including the minority press, periodicals, newsletters, trade press and national and international publications.
- l) The Contractor shall identify and pursue new and feature placement opportunities and pitch stories to all forms of media with approval of the State Agency.
- m) The Contractor will provide expertise in the area of event planning.
  - 1) The Contractor shall recommend, as appropriate, events to launch, roll out and conclude campaigns and, after approval from the State Agency, plan and execute these events.
  - 2) The Contractor will provide photography and / or videography of events when requested by the State Agency.
- n) The Contractor will use good faith efforts to obtain the most cost-effective buy-outs and talent agreements whenever possible, but especially in cases when additional uses of advertisements and their components are anticipated (i.e. submission to other agencies or other states' potential use).
- o) The Contractor shall implement the marketing plan State materials created by the vendor and /or pre-produced media materials.
- p) The Contractor shall provide Public Relations services to help generate public interest and awareness for Agency programs/initiatives that benefit Hoosiers, or to help achieve the State Agency's strategic communications objectives. This includes publicizing the activities and projects of other vendors contracted by the State Agency and, as funding permits, other projects that are related to agency programs/initiatives.
- q) Creative concepts and specific messaging may be thoroughly tested through cognitive groups, focus groups, polling and other methods, prior to production. All campaigns will be designed with input from the State Agency and only implemented upon approval from the State Agency.
- r) Upon approval of each public relations plan, the Contractor shall arrange for the production, use, dissemination and distribution of various forms of communication, literature, publications and public relations materials called for in the plan and approved by the State Agency. Prior to use, all materials shall be approved by the State Agency in advance of production deadlines.
- s) The Contractor shall execute all contracts with the media and other third parties, including the negotiation of the best possible rates for any such project-specific contracts, when required. All such project-specific contracts shall be entered into as an independent contractor and not as an agent of the State. All cost benefits must be passed to the State. The Contractor shall submit separate line percent net cost with its invoice for all media placement under this contract. Contractor's markup shall only apply to the net cost for media placement. The State shall retain the right to audit the Contractor's books to verify that the State is receiving all net prices, discounts and rebates.

- t) In offering the best value to the State, the Contractor shall consider participation in, or development of, joint promotions, cooperative advertising and co-promotions. Where such opportunities exist, the Contractor shall provide the State Agency with critical details including potential value. The State Agency shall have final approval on all such opportunities.
- u) The Contract must make the State Agency aware of any possible sponsorships, public outreach, or other external partnerships. The cost-efficiency of any such sponsorship or partnership, and the sponsorship or partnership value to the State Agency must be included.
- v) Following submission of public relations material to the media or other third parties, the Contractor shall examine or audit the placements released through the various media outlets to verify that quality, timing, position and distribution are consistent with the media plan and schedule. The Contractor shall provide verification to the State Agency.

w) **Social Media Marketing**

Social Media and Web 2.0 are terms that describe internet-based technology communication tools with a focus on immediacy, interactivity, user participation and information sharing in multiple ways. Social Media refers to the following:

- Forums
- Weblogs (blogs, vlogs, microblogs, presence applications)
- Wikis
- Social Bookmarking
- Social Communication Sites
- Podcasts
- Photos
- Videos (video, vlogs, livecasting – streaming)
- Real-Time Web Communications (chat, chat rooms, video chat)

It is the intent of this Contract to allow State Agencies to use existing and future Social Media technologies to provide information and interact with customers in Social Media venues in the performance of State business, within the framework deemed appropriate by the Governor’s Office Communications Team.

- 1) Any Using Agency that will establish new Social Media venues on behalf of the State of Indiana shall coordinate the implementation of these new online venues with the Governor’s Office Communications Team. This coordination will ensure that the implementation of Social Media Venues is cohesive at the State level.
- 2) The Contractor will adhere to the IOT Standards and policies, which include but may not be limited to the Social Media Policy Statement and Requirements
- 3) The Using Agency will communicate only accurate and verifiable facts to the Contractor. The Contractor will only communicate accurate and verifiable facts – no unverifiable opinions.

- 4) Non-Public or Confidential information will be protected and not disclosed via any Social Media outlet site.
- 5) The Contractor, with Using Agency approval, will prepare and execute a Social Media launch for purposes of Marketing, Public Relations, communicating and advertising agency initiatives. Social Media includes, but is not limited to: Facebook, Twitter, LinkedIn, Google+, Instagram, MySpace, Flickr, and Craigslist.
- 6) If required by the Using Agency, the Contractor will provide a collection of tools and resources to create, manage, and measure Social Media marketing efforts and Social Media web-page solutions.
- 7) If required by the Using Agency, the Contractor (with Using Agency approval) will be responsible for information updates and program promotions on Social Media sites based on the Using Agency's project term, but not to exceed the term expiration of this contract.
- 8) The Contractor will not allow ad servers or ad network activity on any of the State of Indian Social Media pages without direct approval from the Using Agency.
- 9) The Contractor must obtain at least 3 competitive proposals/bids on any and all non-media expenditures. Documentation of the proposal process, including bids, must be submitted to the Using Agency for pre-approval of all non-media expenditures.
- 10) All invoicing received from the vendor must have detailed support to include separate lines showing all billable transactions. A BUDGET QUOTATION SHEET must accompany all invoices. The Using Agency will not pay invoices that lack detailed support documentation. Delayed invoicing, billing, payments due to lack of detailed support documentation with invoices is the responsibility of the Contractor. The Contractor is responsible for all payments to subcontractors. **To ensure the integrity of all campaigns, the Prime Contractor must, within 30 days of receipt of payment from the State, fulfill corresponding payment obligations to subcontractors.**
- x) The Contractor shall provide consultation on and development of Internet marketing opportunities and trends. The Contractor shall be experienced in designing and executing internet marketing activities and evaluating trends in the internet medium. Internet marketing services may include, but not be limited to:
  - 1) Developing and executing interactive customer retention and acquisition strategies for the State Agency services, and social networking sites.
  - 2) Assisting the State Agency in developing and executing social media strategies by campaign and on an on-going basis.
  - 3) Reviewing and evaluating all internet-related media proposals.
  - 4) Evaluating all State Agency product activities to identify effective internet marketing

opportunities

- 5) Assisting the State Agency in developing and executing other business communication and retailer support web-based solutions
  - 6) Providing analytics for internet campaigns at a mutually agreed upon frequency
- 
- y) The Contractor shall prepare preliminary creative materials, as planned and scheduled, and present them to the State Agency for approval. Additional approaches may be requested by the State Agency at any time during the review and approval process. Creative materials that are overly similar will not count toward the creative approaches. The State of Indiana expects different/fresh approaches.
  - z) The Contractor shall furnish clear and complete printing specifications to the State Agency for each proposed printing item. The specifications shall include factors such as size, quantity, paper stock, color of inks, copy, layouts, artwork and mechanicals.
- 
- aa) The Contractor shall charge only one time for all artwork or logo, electronic or otherwise, that may be used in multiple forms, formats and software applications.
  - bb) The Contractor shall provide the State Agency with copies of all public relations materials that are placed and distributed by the Contractor. All such materials are to have been approved by the State Agency prior to placement or distribution.
  - cc) The Contractor will provide the State Agency final print, web ready and native files at the completion of each job. All files are the property of the State of Indiana.
  - dd) If the State Agency deems any final product as unusable or unacceptable due to improper preparation of the mechanical(s), the Contractor shall be responsible for any and all costs associated with the reproduction of said product. Improper preparation shall include anything done incorrectly to the mechanical during its preparation that can cause printing to be compromised. All duplicate charges for the artwork will be rejected.
  - ee) Contractor will ensure that all licensing agreements permit the State Agency to use the artwork or replace the photograph when it re-reruns a campaign.
  - ff) Talent acquisition licensing fees shall be disclosed to and approved by the State Agency prior to campaign budget approval.
  - gg) The Contractor shall monitor and evaluate the progress and effectiveness of each advertising and public relations campaign. The Contractor shall suggest measureable criteria for evaluation that, in its judgment, should be used in determining the performance of each specific campaign. These criteria shall include, but not necessarily be limited to, such common measures as media impressions, awareness and utilization rates. The Contractor and State Agency shall agree on the criteria.
  - hh) The Contractor will provide website consultation, development, programming, quality control, change control and content management.
  - ii) The Contractor will provide research consultation and analysis.

- jj) The Contractor will provide evaluation, consultation, and professional recommendation concerning emerging media outlets, promotional services, sponsorship opportunities, merchandising aids and devices, and proposed concepts that might assist the State Agency in fulfilling its mission.
- kk) The Contractor, at the State Agency's request, will provide assistance in developing and updating an annual Marketing Plan and Annual Sales Plan.
- ll) The Contractor will provide program and campaign-specific development of advertising and communications plans to support the marketing plan.
- mm) The Contractor will provide budget control and shared responsibility for cost control.
- nn) The Contractor will provide Public Relations services including situation analysis, communications advice, writing for press and public consumption, media relations, and in-person support for key State Agency communications and promotional initiatives.
- oo) The Contractor will assist the State Agency in procuring necessary media contracts, promotional partnerships, printed materials (through the Print/Mail QPA), durable retail signage, and various collateral and sales aids related to the State Agency's ongoing advertising and retail marketing programs in compliance with the State's procurement laws.
- pp) The Contractor will provide crisis management as requested by the State Agency.
- qq) The Contractor must obtain at least 3 competitive proposals/bids on all non-media expenditures. Documentation of the proposal process, including bids, must be submitted to the State Agency for pre-approval.
- rr) All invoicing received from the Contractor must have detailed support to include separate lines showing all billable transactions. A Budget Quotation Sheet must accompany all invoices. The State Agency will not pay invoices that lack detailed support documentation. Delayed invoicing, billing, payments due to lack of detailed support documentation with invoices is the responsibility of the Contractor. The Contractor is responsible for all payments to the subcontractor. **To ensure the integrity of all campaigns, the prime Contractor must, within 30 days of receipt of payment from the State, fulfill corresponding payment obligations to subcontractors.**

**MARKETING OR PUBLIC RELATIONS ACTIVITIES SHALL NOT BE CONDUCTED, MADE PUBLIC, OR DISSEMINATED WITHOUT THE APPROVAL OF THE STATE AGENCY.**

**C. ADVERTISING SERVICES**

The Contractor shall recommend and develop creative, research-based advertising objectives and strategies targeted to designated markets and/or the general public in coordination with the State Agency advertising goals.

1. The Contractor shall assist in the development and administration of programs that complement the State Agency's unique goals to target specific customers and potential users.
2. Under the direction of the State Agency, the Contractor may be requested to provide professional consulting and other related services as identified by the State Agency.

3. PROCEDURE

The State Agency will prepare a Creative Brief and submit to a minimum of 3 of the awarded vendors in Category 1 – Marketing, Public Relations and Advertising for a bidding opportunity. Each of these vendors shall prepare a Budget Quotation Sheet and a detailed Advertising Proposal. The State Agency shall develop a Scope of Work sub-agreement, based on the approved Budget Quotation Sheet and the approved Proposal, with the vendor that has demonstrated the best ability to meet the State Agency's strategic advertising objectives within the allotted budget.

4. If selected as part of the media mix, the Contractor shall create, produce and distribute:
  - Outdoor Advertisements
  - Radio Spots
  - Print Advertising
  - Television Commercials
  - Internet Advertisements
  - Collateral and other Advertisements
  - Social Media
- a) Prior to each project, the Contractor shall provide the State Agency with a Budget Quotation Sheet which includes outlining the background, strategy, objectives, target audience(s), scope of work, budget, deliverables, timeline and measurement criteria for outcomes to be achieved in the course of each specific campaign.
- b) The Contractor shall be responsible for the development, subcontracting, management, and execution of all required marketing research programs. These services may include, but are not limited to, web based surveys and analytics, media research, demographic studies, advertising concept testing and/or consumer segmentation studies. All such programs and services shall be approved in advance by the State Agency.
- c) The Contractor shall coordinate with the State Agency on existing research data to provide pre-campaign analysis and topics for primary marketing research such as focus groups and surveys. Contractor shall provide requested post-campaign analysis as requested by the State Agency.
- d) The Contractor shall charge only one time for all artwork or logo, electronic or otherwise, that may be used in multiple forms, formats and software applications.
- e) The Contractor shall provide written project status reports to the State Agency on a monthly basis, or at a frequency determined by the State Agency.

- f) The Contractor shall participate in periodic conference calls with the State Agency to review the status of current projects and address programmatic details and issues to ensure timely delivery and successful outcomes of all campaigns. Frequency/mode determined by State Agency.
- g) The Contractor shall provide the creative, account and production personnel required to plan, design, execute and administer approved advertising, promotions, and public relations programs based on strategic marketing plans and the targeted consumer base.
- h) The Contractor shall design and produce integrated media advertising campaigns with budgets, schedules and products that are based on unique selling propositions, creativity, relevancy, market research, cost effectiveness, target market reach and frequency, and program development.
- i) The Contractor shall include Spanish and other language translations of consumer-oriented print materials as requested during the course of the job.
- j) The Contractor shall prepare preliminary creative materials, as planned and scheduled, and present them to the State Agency for approval. Additional approaches may be requested by the State Agency, at any time, during the review and approval process. Creative materials that are overly similar will not count toward the creative approaches. The State of Indiana expects different/fresh approaches
- k) The Contractor shall furnish clear and complete printing specifications to the State Agency for each proposed printing item. The specifications include factors such as size, quantity, type of paper stock, color of inks, copy, layouts, artwork and mechanicals.
- l) Upon completion and approval of the required detailed advertising plan by the State Agency, the Contractor shall arrange for the production, use, dissemination, and distribution of various forms of communication, literature, publications and advertising materials called for in the plan. Prior to use, all these materials must be submitted in advance of production deadlines for the Contractor for approval by the State Agency. Production of printed materials shall be performed by the State's QPA vendor for Printing and Mailing Services.
- m) The State Agency shall direct the Contractor on the placement of all media purchased for the State Agency's campaign. The State Agency reserves the right to make all determinations regarding the actual placement of all media. The Contractor shall purchase and place all media (newspaper, television, radio, Internet, social media, etc.).
- n) The Contractor shall produce strategic advertising schedules for outdoor and electronic media, create for approval, copy for all creative concepts for television and outdoor advertisements, and place such, if required, according to the State Agency approved estimates and schedules.
- o) The Contractor shall supply photography and videography services as needed and approved by the State Agency.
- p) The Contractor shall provide proofreading services for all advertising media publications and broadcasts.



- q) The Contractor shall provide the State Agency with reports concerning the rationale and recommended media buys for each project, including budget flight dates, reach and frequency data, and location and outlet information.
- r) The Contractor will provide the State Agency final print, web ready and native files at the completion of each job. All files are the property of the State of Indiana.
- s) Following submission of advertising material to the media or other third parties, the Contractor shall examine or audit the advertising and media placements released through the various media to verify that quality, timing, position and distribution are consistent with the media plan and schedule.
- t) The Contractor shall provide the State Agency with copies and tear sheets of all print insertion orders and broadcast orders that are placed by the Contractor. The Contractor shall also provide electronic and print or recorded copies of all final advertising and promotional materials.
- u) The Contractor shall provide data analyzing the impact of its campaigns to the State Agency on a mutually agreed upon schedule. These data reports shall include analytics to demonstrate the number of new visitors and, where applicable, dollars expended by them.

## Exhibit C – Media Buying Services

This document is an exhibit to the Master Services Agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services Agreement shall be resolved by giving precedence and effect to the Master Services Agreement.

### A. MEDIA BUYING

Media Buying be defined as the procurement of media real estate at an optimal placement and price. The Contractor will negotiate price and placement of the Using Agency advertisement and/or media and procure the placement on behalf of the Using Agency.

1. The Contractor shall execute all contracts with the media and other third parties, including the negotiation of the best possible rates for any contracts, when required. Such contracts will be expressly between the Contractor and the third party.
2. The Contractor shall submit a media plan for advertising, explaining how the target audience is reached and matched to the proposed media. The plan shall offer details of the media mix, the specific media vehicles, and the media schedule. The plan shall include:
  - Identification of the target audience if requested by State Agency
  - Specific media to be used
  - Timing, frequency, penetration and length of placement
  - Allocation of placement dollars within the selected media
  - Justification for each element of the plan as part of an integrated campaign designed for maximum impact, cost effectiveness, and return on investment (ROI)
  - A complete itemization of media cost
  - Analytics reported at a mutually agreed upon frequency
3. Under the direction of the State Agency, the Contractor shall provide media buying services based on target audience and potential target audience profile research and studies. Within the creative process for all campaigns, the Contractor shall evaluate all available media and provide recommendations for media mix in terms of cost, reach, program development index, and fit. As part of the media determination, the Contractor shall identify, wherever appropriate, cooperative advertising and promotional opportunities with the State Agency's public and private sector partners.
4. Prior to media placement, the State Agency must submit a completed Media Requisition Form with an approved Purchase Order to the Governor's Office Communications Team. The Contractor shall not process Media buy requests without approval from the Governor's Office Communications Team.
5. The State Agency shall direct the Contractor on the placement of all media purchased for the State Agency's campaign. The State Agency reserves the right to make all determinations regarding the actual placement of all media.
6. The Contractor shall execute all contracts with the media and other third parties, including the negotiation of the best possible rates for any contracts, when required. All such project-specific contracts shall be entered into as an independent contractor and not as an agent of the State. The

Contractor shall submit separate line percent net cost with its invoice for all media placement under this contract. Contractor's markup shall only apply to the net cost for media placement. All cost benefits must be passed to the State. The State shall retain the right to audit the Contractor's books to verify that the State is receiving all net prices, discounts and rebates.

7. All video spots must contain closed-captioning.
8. Creative services for creating media for media placement/buying are NOT inclusive of this service offering and must be done under the Marketing, Public Relations and Advertising Category.
9. Contractor must be able to edit the original creative file, and distribute it to media outlets with instructions for placement and frequency.
10. The Contractor must obtain at least 3 competitive proposals/bids on all non-media expenditures. Documentation of the proposal process, including bids, must be submitted to the State Agency for pre-approval of all non-media expenditures.
11. All invoicing received from the vendor must have detailed support to include separate lines showing all billable transactions. The Budget Quotation Sheet must accompany all invoices. The State Agency will not pay invoices that lack detailed support documentation. Delayed invoicing, billing, or payments due to lack of detailed support documentation with invoices is the responsibility of the Contractor. The Contractor is responsible for all payments to the subcontractor. To ensure the integrity of all campaigns, the prime Contractor must, within 30 days of receipt of payment for the State, fulfill corresponding payment obligations to subcontractors.

**Exhibit D – Budget Quotation Sheet**

This document is an exhibit to the Master Services Agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services Agreement shall be resolved by giving precedence and effect to the Master Services Agreement.

**This Budget Quotation Sheet shall be used for all quotes provided to Using Agencies under this contract. If line is not applicable, mark as N/A.**

QUOTE: \_\_\_\_\_

**LABOR**

	<b>Job Title</b>	<b>Contractual Hourly Rate</b>	<b>Hours Allocated to Job</b>	<b>Extended Cost</b>
1.	Partner			
2.	President			
3.	Comptroller/Accounting Manager			
4.	Account Director/Supervisor			
5.	Account Executive			
6.	Account Manager			
7.	Project Manager			
8.	Creative Director/Copy			
9.	Creative Director/Art			
10.	Senior Art Director			
11.	Art Director			
12.	Senior Copywriter			
13.	Junior Copywriter			
14.	Production Director/Print			
15.	Production Director/Art			
16.	Production Director/Media			
17.	Producer			
18.	Researcher			
19.	Studio Manager			
20.	Media Director			
21.	Media Supervisor			
22.	Media Planner/Buyer			
23.	Interactive Specialist (Web – DVD)			
24.	Web-Traffic Analyst			
25.	Administrative Assistant			
26.	Clerical			
27.	Graphic Designer			
			<b>TOTAL LABOR COST:</b>	

**STATE OF INDIANA  
MEDIA PLACEMENT MARK UP**

<b>Item</b>	<b>Cost to Vendor</b>	<b>Contractual Percentage Markup</b>	<b>Extended Cost</b>
		<b>Total:</b>	

**PASS THROUGH COSTS: MEDIA PRODUCTION (Non-Labor)**

<b>Item</b>	
	<b>Total Cost:</b>

**PASS THROUGH COSTS: MEDIA PLACEMENT (Non-Labor)**

<b>Item</b>	
	<b>Total Cost:</b>

**PASS THROUGH COSTS: NON-MEDIA PLACEMENT (Non-Labor)**

<b>Item</b>	
	<b>Total Cost:</b>

**TOTAL QUOTE:** \_\_\_\_\_

\*This form is the minimum information required for quotes. Agencies may request more budget summary data and documents upon request. All quotes must be numbered.

**Exhibit E – Creative Brief**

This document is an exhibit to the Master Services Agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services Agreement shall be resolved by giving precedence and effect to the Master Services Agreement.

State Agency| Creative Brief | **2019**

Program | **Date**

<b>Program Background:</b>	
What is our problem?	
What greater problem is being created?	
What is our solution?	
What is the communication objective we must meet with this creative?	
What measureable goals are we trying to achieve?	
Who are we talking to and what makes them move? Demographic/Psychographic	
What is our call to action?	
How do we want people to feel about our solution?	
<b>Deliverables:</b>	
<b>Requirement:</b>	
<b>First concepts due:</b>	
What is the anticipated budget?	

**Exhibit F – Sub-Agreement – Scope of Work**

This document is an exhibit to the Master Services Agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services Agreement shall be resolved by giving precedence and effect to the Master Services Agreement.

**Sub-Agreement – Scope of Work**

***Document Purpose:*** *This document is identified as the template referenced in Exhibit F, as the sub-agreement template is to be utilized for adding additional scope of work during the contract period and shall provide a template that shall be completed by the Agency for the purpose of formality and confirmation of the expectations for the agency scope of work. The final version of this document shall be approved by the Agency, the Contractor, and the State, as part of this contract.*

This Sub-agreement Scope of Work (“this SOW”), entered into by and between the  (Agency name here)  (the “State Agency”) and the  (Contractor name here)  (the “Contractor”), and reviewed for approval by Indiana Department of Administration on behalf of All State Agencies (the “State”), in consideration of those mutual undertakings and covenants, the parties agree as follows:

**State Agency Department(s):**

[\[click here\]](#)

**State Agency Address:**

[\[click here\]](#)

**State Agency Designee Name:**

[\[click here\]](#)

**State Agency Designee phone number(s), email, etc.:**

[\[click here\]](#)

**Vendor Designee Name:**

[\[click here\]](#)

**Vendor Designee phone number(s), email, etc.:**

[\[click here\]](#)

**Skill levels / job titles required:**

[Attach Budget Quotation Sheet](#)

**Duties Summary**

[Attach Proposal](#)

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.

**In Witness Whereof**, Contractor and the State have, through their duly authorized representatives, entered into this Sub-agreement Scope of Work, as represented from the Master Services Agreement for **QPA# 15680**. The parties, having read and understood the foregoing terms of this agreement, do by their respective signatures dated below hereby agree to the requirements thereof.

**Contractor:**

**State of Indiana Agency:**

**(Insert Vendor)**

\_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Indiana Department of Administration**

\_\_\_\_\_

Vendor Contract Manager

Date: \_\_\_\_\_



## **Exhibit G – Service Level Agreements (SLA’s)**

This document is an exhibit to the Master Services Agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services Agreement shall be resolved by giving precedence and effect to the Master Services Agreement.

### **Service Level Agreement (SLA)**

The Service Level Agreements (SLA) are based on agreed upon service levels that are tracked over the course of the contractual term. The Service Level Agreements are created for the purpose to monitor the performance of the Contractor and the overall contractual agreement. These SLA(s) are represented to identify both qualitative and quantitative information. The Contractor shall monitor and fulfill all associated Service Levels through continuous tracking, Key Performance Indicator Surveys, and State Account Management interaction.

The Contractor shall capture these SLAs as designed, and any additional service levels presented from the State over the life of the Contract. In doing so, the Contractor shall facilitate and monitor the performance of all SLAs identified. The Contractor shall tabulate the actual Service Level Agreements and Performance Standards outcomes and present the actual results during each affiliated Quarterly Business Review (QBR). The Contractor will not round up on any numerical numbers, percentages, etc. The data shall not be tabulated as an average; instead the data must be represented as actual statistical information.

A Key Performance Indicator (KPI) is a specific survey submitted to the Using Agency. The intent of the KPI is to obtain real, continuous feedback from the Using Agencies on the Contractor’s management performance, the Contractor’s overall performance, and other identified factors are substance of the KPI. These surveys will be used to measure the growth and progress of the program. The Contractor must reach out to the Using Agency at least on a quarterly basis to ask the Using Agencies to complete the KPI and return. The Contractor shall make the KPI available online. The Using Agencies shall complete and provide their final response to the Contractor. The Contractor shall then compute and report on the results in the Quarterly Business Review. The Contractor shall not round up on any numerical numbers, percentages, etc. The Contractor shall provide all original, supportive documentation to the State Contract Manager.

The SLAs shown in this contract are to be followed during all times of the Contract and should be tabulated and scored based on the Measurement of Services.

The Contractor understands and agrees to the standards of work that are expected to be put forth including, but not limited to on average Sometimes Exceeds Expectations (5) for every SLA. In addition to the other terms and conditions of this Master Services Agreement, if the State deems that the Contractor has failed to meet any performance standard of an SLA, the State reserves the right to ask the Contractor for a Corrective Action Plan (CAP). The State has the discretion to accept multiple Corrective Action Plans from the Contractor, over the life of the contract, if deemed appropriate. If any of the standards listed below are not met the Contractor must issue the State a Corrective Action Plan per the requirements in the Master Services Agreement.

The Contractor shall conduct surveys at a minimum of quarterly with the Using Agencies that used their services during the corresponding time period. The questions are listed in below. No questions can be added or deleted without written approval from the State Contract Manager. If the State Contract Manager requests changes be made to any and all of the surveys the Contractor has 15 business days to update all of the surveys or a mutually agreed upon time.

Upon the State’s written request, but no less than once per quarter, the Contractor shall conduct surveys with the Using Agencies; in review of the scope provided by the Contractor. These surveys will have a scale range from 1 to 7 as follows:

- 1=Never Meets Expectations
- 2= Rarely Meets Expectations
- 3=Sometimes Meets Expectations
- 4=Meets Expectations
- 5=Sometimes Exceeds Expectations
- 6=Frequently Exceeds Expectations
- 7=Always Exceeds Expectations.

N/A= Not Applicable/ Did Not Use These Services (The only score that does not count toward the numerator or denominator when calculating the averages.)

The Service Level Agreements are the work standards the Contractor has agreed to meet, uphold, and be compliant with for the life of the Contract. The Contractor shall survey Using Agencies to gather this information to determine the quality of Service being provided under this agreement. The table identifies the SLA and the survey question that corresponds. The question listed is the question that the Contractor must ask the Using Agency in the survey (KPI). All Using Agencies must be surveyed. The last column lists the corresponding “Performance Standard” or the measurement the Contractor is required to meet or exceed. Each Service Level Agreement must receive an Average of 5 or above.

<b>Service Level Agreement</b>	<b>Survey Question</b>	<b>Performance Standard</b>
<b>Marketing, Public Relations and Advertising Services</b>		
Complete tasks on time.	How do you rate the ability to meet agency goals within the time frame allotted?	Average of 5 or Higher
Complete tasks within budget.	How do you rate the ability to meet agency goals within the allotted budget?	Average of 5 or Higher
Creatives are produced according to the Scope of Work.	How do you rate the level of adherence to the SOW requirements for the?	Average of 5 or Higher
Creatives adequately conveyed message intended.	Did the ROI or post-campaign analysis indicate a successful campaign?	Average of 5 or Higher
Analytics delivered on time and with complete information.	Are the reports provided during and post-campaign useful and complete?	Average of 5 or Higher
<b>Media Buys Services</b>		
Media buys and optimization are conducted in time sensitive manner.	How do you rate the ability to quickly and effectively purchase and optimize media buys?	Average of 5 or Higher

Media buys are placed in the agreed upon markets.	What is the level of satisfaction with the media placements?	Average of 5 or Higher
Post-campaign analysis indicates the planned target demographic audience was reached.	Did the communication piece successfully reach the target audience?	Average of 5 or Higher
Analytics are delivered on time and with complete and accurate information.	Are the reports provided during and post-campaign useful and complete?	Average of 5 or Higher
<b>Management Services</b>		
Provide clear direction to Contractor staff working with Using Agencies on campaigns and other communications related activities.	How do you rate satisfaction with the Contractor staff assigned to your campaign/communication goal?	Average of 5 or Higher
Provide project consultation when requested.	How do you rate satisfaction with the quality of project consultation provided by the Contractor?	Average of 5 or Higher
Provide oversight of Contractor staff working across multiple agencies, ensuring proper staff levels are maintained.	How do you rate satisfaction with the staffing levels provided to you by the Contractor?	Average of 5 or Higher
Adhere to contracted pricing schedule across all using agencies and for all communications plans.	How do you rate satisfaction with the pricing quoted for each communication plan?	Average of 5 or Higher
Provide accurate reports to the State/Using Agency as agreed upon.	How do you rate satisfaction with the reports provided by the Contractor?	Average of 5 or Higher

## Exhibit H – Performance Metrics

This document is an exhibit to the Master Services Agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services Agreement shall be resolved by giving precedence and effect to the Master Services Agreement.

### **Performance Metric**

A performance metrics is a measure of an organization’s activities and performance. Performance metrics should support a range of stakeholder needs from customers, shareholders to employees. They are created for the purpose to monitor the performance of the Contractor and the overall contractual agreement. These are represented to identify both qualitative and quantitative information. The Contractor shall monitor and fulfill all associated Performance Metrics.

The Contractor shall capture these metrics as designed, and any additional metric presented from the State over the life of the Contract. In doing so, the Contractor shall facilitate and monitor the performance of all Performance Metrics. The Contractor shall tabulate the actual Performance Metrics outcome and present the actual results during each affiliated Quarterly Business Review (QBR). The Contractor shall not round up on any numerical numbers, percentages, etc. The data shall not be tabulated as an average; instead the data must be represented as actual statistical information.

In addition to the other terms and conditions of this Master Services Agreement, if the State deems that the Contractor has failed to meet any performance standard of a Performance Metric, the State reserves the right to ask the Contractor for a Corrective Action Plan (CAP). The State has the discretion to accept multiple CAPs from the Contractor, over the life of the contract, if deemed appropriate.

The Contractor shall have (5) business days to provide a CAP detailing the actionable cure for remedying the issue or issues of each performance metric in need of correction as set forth in the aforementioned notice. Upon CAP receipt, the State shall review and advise of any questions. If the State has no objections to the plan, the plan shall be implemented within (24) hours of written notification to the Contractor of the State’s acceptance. From that point, the Contractor has the mutually agreed upon timeline to cure the issues.

If the issue(s) associated with the CAP are not resolved within the proposed cure period, the State may assess the financial consequences as shown in the chart below. Upon a fourth failure, the State has the right to invoke the Termination for Default clause.

<b>Performance Metric</b>	<b>First Failure</b>	<b>Second Failure</b>	<b>Third Failure</b>
On Time Task Completion Rate	\$100	\$250	\$500
Task Completion within Budget Rate	\$100	\$250	\$500
Adherence to Scope of Work Rate	\$100	\$250	\$500
Adequate Message Conveyance Rate	\$100	\$250	\$500
Media Buy/Optimization Timeliness Rate	\$100	\$250	\$500

Target Market Successfully Reached Rate	\$100	\$250	\$500
Analytics Delivered Accurately and On-time Rate	\$100	\$250	\$500
Successful Direction and Communication with Vendor Staff Rate	\$100	\$250	\$500
Adequate Project Consultation Rate	\$100	\$250	\$500
Successful Oversight of Vendor Staffing Levels Rate	\$100	\$250	\$500
Adherence to Contracted Pricing Schedule Rate	\$100	\$250	\$500
Vendor Project Manager / Account Manager Reporting Accuracy and Timeliness Rate	\$100	\$250	\$500

The financial consequences will be paid via check made out to the Indiana Department of Administration within 30 calendar days after the end of the applicable cure period set forth in the CAP. These consequences are individually assessed for failures over each three month (quarterly) period beginning with the second 3 month period and every 3 months thereafter.

The performance metrics are as follows:

#	Performance Metric	Importance Level	Performance Metric Standard	Performance Lapse Defined
1.	On Time Task Completion Rate	Critical	The Contractor must complete 100% of tasks by the agreed upon completion date.	A failure to complete 100% of tasks by the agreed upon completion date.
2.	Task Completion Within Budget Rate	Critical	The Contractor must complete 100% of all tasks within the project budget.	A failure to complete 100% of all tasks within the project budget.
3.	Adherence to Scope of Work Rate	Critical	The Contractor must complete 100% of the tasks within the project Scope of Work.	A failure to complete 100% of the tasks in the project Scope of Work.
4.	Adequate Message Conveyance Rate	Critical	The Contractor must ensure that the agency message is adequately conveyed 100% of the time.	A failure to adequately convey agency message.
5.	Media Buy/Optimization Timeliness Rate	Critical	The Contractor must make all media buys and optimization on the agreed upon schedule in the agreed upon outlets.	A failure to adhere to the media buy and / or optimization plan.
6.	Target Market Successfully Reached Rate	Critical	The Contractor must provide analytics that indicate target markets reached were those agreed upon.	A failure to reach target markets according to the agreed upon plan.
7.	Analytics Delivered	Critical	Analytics delivered by the Contractor must be accurate	A failure to deliver accurate, timely analytics.

	Accurately and On Time		and delivered in a timely manner.	
8.	Successful Direction and Communication with Vendor Staff Rate	Critical	The Contractor Project Manager must communicate with and provide adequate direction to all vendor staff.	A failure to communicate with and provide adequate direction to all vendor staff.
9.	Adequate Project Consultation Rate	Critical	The Contractor Project Manager must provide project consultation when requested.	A failure to provide project consultation when requested.
10.	Successful Oversight of Vendor Staffing Levels Rate	Critical	The Contractor must maintain adequate staffing levels 100% of the time.	A failure to maintain adequate staffing levels.
11.	Adhere to Contracted Pricing	Critical	The Contractor must adhere to the contracted pricing schedule 100% of the time	A failure to adhere to the contracted pricing schedule.
12.	Vendor Project Manager / Account Manager Reporting Accuracy and Timeliness	Critical	The Contractor must provide timely, accurate reports to the Vendor Contract Manager at the agreed upon frequency 100% of the time.	A failure to provide timely, accurate reports to the Vendor Contract Manager.

**Exhibit I – RFP # 19-087 Documentation**

This document is an exhibit to the Master Services Agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services Agreement shall be resolved by giving precedence and effect to the Master Services Agreement.

**TBD**

## Indiana Economic Impact Form, Attachment C

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### **Instructions**

**1. Complete lines 1 - 15 with the information requested about the company in the Attachment C worksheet.**

*All companies desiring to do business with state agencies must complete an "Indiana Economic Impact" form (Attachment C). The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the state.*

**2. Line 16: Enter total amount of this proposal, bid, or current contract.**

*This figure is the respondent's total cost proposal to the the state (as submitted in Attachment D, Cost Proposal Template). Additionally, this total shall be utilized when completing your Attachment A, MWBE Subcontractor Commitment Form.*

**3. Lines 18 and 21 measure the full-time equivalent (FTE) count of Indiana residents; this number will be auto-populated on Attachment C worksheet. Respondents shall populate the yellow-shaded cells in the FTE Details worksheet.**

*The state defines FTE as a measurement of an employee's productivity on a specific project or contract. An FTE of 1 would mean that there is one worker fully engaged on a project. If there are two employees each spending 1/2 of their working time on a project that would also equal 1 FTE.*

***Please populate the yellow-shaded cells in the FTE Details worksheet.***

**Respondents shall provide a job title for each of the FTE's proposed for The State of Indiana contract as well as the number of FTE that job title contributes to the total.**

PROJECT MANAGER - 1 FTE

*Please keep in mind that the only FTE's that should be included in this count are Indiana employees working on this contract ONLY. If there are 10 employees working on this contract but they are splitting their time with numerous other contracts as well, then these employees cannot be counted as 1 FTE. Instead, these employees should be counted as a fraction of an FTE. For example: 10 employees working on 4 contracts (1 of them being the State of Indiana contract) - each of the 10 employees would only count as 1/4 of an FTE or .25. Therefore, the total number of FTE's for this scenario would be 2.5.*





**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	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 EMPLOYEES**

17	Prime Contractor Company Name:	
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18	<u>Number of Full Time Equivalent (FTE) employees</u> that are Indiana residents specifically for this proposal or contract:	0.00
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19	<u>Subcontractor Company Name:</u>				
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:	0.00	0.00	0.00	0.00

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

**FTE DETAILS**  
Job Titles and Contributing FTE

- **Populate the yellow-shaded cells; with all applicable job titles and the total FTE count.**  
- **Respondents may insert additional rows to account for all job titles attributing to the total FTE count.**  
Please keep in mind that the only FTEs that should be included in this count are Indiana employees working on this contract ONLY. If there are 10 employees working on this contract but they are splitting their time with numerous other contracts as well, then these employees cannot be counted as 1 FTE. Instead, these employees should be counted as a fraction of an FTE. For example: The project length of the contract is 24 months. There are 10 employees working on the contract over the 24 month contract period. 5 employees are working solely on the project for 24 months. 3 employees are working equal time on 2 projects for 24 months. 2 employees are working solely on the project for 6 months.  
The FTEs would be calculated as follows:  
5 employees x 24 months (24 months working solely on this project) x 1 (time spent solely on this project) = 120 months / 24 months (length of contract) = 5 FTEs  
3 employees x 24 months x .5 (splitting time equally between 2 projects) = 36 months / 24 months = 1.5 FTEs  
2 employees x 6 months (6 months dedicated solely to this project) x 1 (time spent solely on this project) = 12 months / 24 months = .5 FTEs

**Column Title Definitions:**  
**Number of Employees** = Number of employees working on this State contract.  
**Duration (In Months)** = Amount of time that the employee(s) will spend on the State contract.  
**Time Spent (Percentage)** = Percentage of time the employee(s) will be working on the contract.

<b>Duration of Initial Contract Term (In Months)</b>	<b>24</b>	*Number based on initial contract term		
<b>PRIME CONTRACTOR COMPANY</b>				
<b>EMPLOYEE JOB TITLE</b>	<b>Number of Employees</b>	<b>Duration (In Months)</b>	<b>Time Spent (Percentage)</b>	<b>NUMBER OF FTE</b>
<i>Example: Project Managers</i>	5	24	100%	5.00
<i>Example: Project Coordinators</i>	3	24	50%	1.50
<i>Example: Project Directors</i>	2	6	100%	0.50
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
<b>TOTAL FTE COUNT</b>				<b>0.00</b>
<b>SUB CONTRACTOR COMPANY NAME</b>				
<b>JOB TITLE</b>	<b>Number of Employees</b>	<b>Duration (In Months)</b>	<b>Time Spent (Percentage)</b>	<b>NUMBER OF FTE</b>
<i>Example: Developer</i>	2	6	100%	0.50
				0.00
				0.00
				0.00
<b>TOTAL FTE COUNT</b>				<b>0.00</b>
<b>SUB CONTRACTOR COMPANY NAME</b>				
<b>JOB TITLE</b>	<b>Number of Employees</b>	<b>Duration (In Months)</b>	<b>Time Spent (Percentage)</b>	<b>NUMBER OF FTE</b>
<i>Example: Developer</i>	2	6	100%	0.50
				0.00
				0.00
				0.00
<b>TOTAL FTE COUNT</b>				<b>0.00</b>
<b>SUB CONTRACTOR COMPANY NAME</b>				
<b>JOB TITLE</b>	<b>Number of Employees</b>	<b>Duration (In Months)</b>	<b>Time Spent (Percentage)</b>	<b>NUMBER OF FTE</b>
<i>Example: Developer</i>	2	6	100%	0.50
				0.00
				0.00
				0.00
<b>TOTAL FTE COUNT</b>				<b>0.00</b>
<b>SUB CONTRACTOR COMPANY NAME</b>				
<b>JOB TITLE</b>	<b>Number of Employees</b>	<b>Duration (In Months)</b>	<b>Time Spent (Percentage)</b>	<b>NUMBER OF FTE</b>
<i>Example: Developer</i>	2	6	100%	0.50
				0.00
				0.00
				0.00
<b>TOTAL FTE COUNT</b>				<b>0.00</b>

## ATTACHMENT D - COST PROPOSAL

STATE OF INDIANA - PROPOSAL FOR MARKETING, PUBLIC RELATIONS AND ADVERTISING SERVICES  
RFP 19-087

Vendor Name:	
Contact Person:	
Contact Number:	

### **Instructions:**

The Bidder must complete the two tab worksheets *Price Sheet* and *Rate Disclosure* as part of this RFP Appendix. DO NOT ADD ANY ADDITIONAL COLUMNS OR ROWS TO THESE SHEETS. If an option is not available, the vendor must input N/A. Proposals lacking the completed worksheets may be deemed non-responsive and removed from further consideration. Each bidder is required to hold its prices firm through the term of Contract.

The completed Price Sheet and Rate Disclosure are to be provided in both hardcopy and ACTIVE Excel format.

NO CHANGES are to be made to existing content or formatting. Failure to adhere to this requirement may result in a non-responsive determination.

PRICE SCHEDULE  
 MARKETING, PUBLIC RELATIONS AND ADVERTISING SERVICES  
 RFP 19-087  
 Bidder's Name: \_\_\_\_\_

Price Lines are Firm, Fixed Pricing for Labor (shall include Fringe Benefits- includes Social Security, unemployment compensation, life insurance, worker's compensation, health insurance, pension, etc.). Travel/Training, Contractual, Supplies, Equipment/Other Direct Costs, Indirect Costs Rates will be required as part of State Agency project quote/estimates. Estimates provided under this contract will be based on scope of project/project hours based on customer needs. Estimates will be provided to the State Agency on Attachment M - BUDGET QUOTATION SHEET included in RFP. All estimates are firm. Increased pricing is not acceptable unless approved by the State Agency. **At no time will pricing exceed the maximum listed contract pricing.**

\*Bidder shall provide the Media Placement Mark-up Percentage.

\*\*The bidder shall not supply prices for these lines. These price lines will be used only to pay pass-through costs related to

PRICE LINE	HOURLY RATE (Firm, Fixed Price)	UNIT	HOURLY RATE or "N/A" if Not Applicable
<b>Advertising Services</b>			
1	Partner	Hour	
2	President	Hour	
3	Comptroller/Accounting Manager	Hour	
4	Account Director/Supervisor	Hour	
5	Account Executive	Hour	
6	Account Manager	Hour	
7	Project Manager	Hour	
8	Creative Director/Copy	Hour	
9	Creative Director/Art	Hour	
10	Senior Art Director	Hour	
11	Art Director	Hour	
12	Senior Copywriter	Hour	
13	Junior Copywriter	Hour	
14	Production Director/Print	Hour	
15	Production Director/Art	Hour	
16	Production Director/Media	Hour	
17	Producer	Hour	
18	Researcher	Hour	
19	Studio Manager	Hour	
20	Media Director	Hour	
21	Media Supervisor	Hour	
22	Media Planner/Buyer	Hour	
23	Interactive Specialist (Web - DVD)	Hour	
24	Web-Traffic Analyst	Hour	
25	Administrative Assistant	Hour	
26	Clerical	Hour	
27	Photographer	Hour	
28	Videographer	Hour	
29	Graphic Designer	Hour	
30	*Media Placement Mark-up Percentage		%
31	**Pass-Through Media Placement (Non-Labor)		\$ N/A
32	**Pass-Through Media Production (Non-Labor)		\$ N/A
33	**Pass-Through Non-Media Production (Non-Labor)		\$ N/A
34	Translation Services	Hour	

\*\*The bidder shall not supply prices for these lines. These price lines will be used only to pay pass-through costs related to

PRICE LINE	HOURLY RATE (Firm, Fixed Price)	UNIT	HOURLY RATE or "N/A" if Not Applicable
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Marketing and Public Relations Services			
1	Partner	Hour	
2	President	Hour	
3	Comptroller/Accounting Manager	Hour	
4	Account Director/Supervisor	Hour	
5	Account Executive	Hour	
6	Account Manager	Hour	
7	Project Manager	Hour	
8	Creative Director/Copy	Hour	
9	Creative Director/Art	Hour	
10	Senior Art Director	Hour	
11	Art Director	Hour	
12	Senior Copywriter	Hour	
13	Junior Copywriter	Hour	
14	Production Director/Print	Hour	
15	Production Director/Art	Hour	
16	Production Director/Media	Hour	
17	Producer	Hour	
18	Researcher	Hour	
19	Studio Manager	Hour	
20	Media Director	Hour	
21	Media Supervisor	Hour	
22	Media Planner/Buyer	Hour	
23	Interactive Specialist (Web - DVD)	Hour	
24	Web-Traffic Analyst	Hour	
25	Administrative Assistant	Hour	
26	Clerical	Hour	
27	Graphic Designer	Hour	
28	Photographer	Hour	
29	Videographer	Hour	
30	*Media Placement Mark-up Percentage		%
31	**Pass-Through Media Placement (Non-Labor)		\$ N/A
32	**Pass-Through Media Production (Non-Labor)		\$ N/A
33	**Pass-Through Non-Media Production (Non-Labor)		\$ N/A
34	Translation Services	Hour	

\*Bidder shall provide the Media Placement Mark-up Percentage.

\*\*The bidder shall not supply prices for these lines. These price lines will be used only to pay pass-through costs related to



RATE DISCLOSURE  
 MARKETING, PUBLIC RELATION SERVICES, ADVERTISING  
 RFP 19-087  
 Bidder's Name: \_\_\_\_\_

Bidders are to provide the percentage of salary and operating costs allocated to the proposed hourly rate

<b>Example:</b>		Salary/Wages including fringe benefits	Facility Overhead	Operating Overhead	Indirect Costs
		% of hourly rate	% of hourly rate	% of hourly rate	% of hourly rate
	Studio Manager	68%	20%	10%	2%

<b>Definitions</b>	
Salary / Wages including fringe benefits	Base salary / wage with benefits such as insurance, retirement plan etc.
Facility Overhead	Rent / mortgage, utilities, insurance, maintenance, etc
Operating overhead	Office supplies, production equipment, licensing, training, etc
Indirect Cost	Any cost factored into the labor rate that cannot be attributed to the sections above. It is expected that indirect costs will not exceed 12%

PRICE LINE	HOURLY RATE DISCLOSURE	Salary/Wages including fringe benefits	Facility Overhead	Operating Overhead	Indirect Costs
	<b>Advertising Services</b>	% of hourly rate	% of hourly rate	% of hourly rate	% of hourly rate
1	Partner				
2	President				
3	Comptroller/Accounting Manager				
4	Account Director/Supervisor				
5	Account Executive				
6	Account Manager				
7	Project Manager				
8	Creative Director/Copy				
9	Creative Director/Art				
10	Senior Art Director				
11	Art Director				
12	Senior Copywriter				
13	Junior Copywriter				
14	Production Director/Print				
15	Production Director/Art				
16	Production Director/Media				
17	Producer				
18	Researcher				
19	Studio Manager				
20	Media Director				
21	Media Supervisor				
22	Media Planner/Buyer				
23	Interactive Specialist (Web - DVD)				
24	Web-Traffic Analyst				
25	Administrative Assistant				
26	Clerical				
27	Graphic Designer				
28	Translation Services				
29	Photographer				
30	Videographer				
PRICE LINE	HOURLY RATE DISCLOSURE	Salary/Wages including fringe benefits	Facility Overhead	Operating Overhead	Indirect Costs
	<b>Marketing and Public Relations Services</b>	% of hourly rate	% of hourly rate	% of hourly rate	% of hourly rate
1	Partner				



2	President				
3	Comptroller/Accounting Manager				
4	Account Director/Supervisor				
5	Account Executive				
6	Account Manager				
7	Project Manager				
8	Creative Director/Copy				
9	Creative Director/Art				
10	Senior Art Director				
11	Art Director				
12	Senior Copywriter				
13	Junior Copywriter				
14	Production Director/Print				
15	Production Director/Art				
16	Production Director/Media				
17	Producer				
18	Researcher				
19	Studio Manager				
20	Media Director				
21	Media Supervisor				
22	Media Planner/Buyer				
23	Interactive Specialist (Web - DVD)				
24	Web-Traffic Analyst				
25	Administrative Assistant				
26	Clerical				
27	Graphic Designer				
28	Translation Services				
29	Photographer				
30	Videographer				



t is





## Attachment D-1

### STATE OF INDIANA- PROPOSAL FOR MEDIA BUYING SERVICES RFP 19-087

Vendor Name:	
Contact Person:	
Contact Number:	

#### **Instructions:**

The Bidder must complete the two tab worksheets *Price Sheet* and *Rate Disclosure* as part of this RFP Appendix. DO NOT ADD ANY ADDITIONAL COLUMNS OR ROWS TO THESE SHEETS. If an option is not available, the vendor must input N/A. Proposals lacking the completed worksheets may be deemed non-responsive and removed from further consideration. Each bidder is required to hold its prices firm through term of Contract.

The completed Price Sheet and Rate Disclosure are to be provided in both hardcopy and ACTIVE Excel format.

NO CHANGES are to be made to existing content or formatting. Failure to adhere to this requirement may result in a non-responsive determination.

PRICE SCHEDULE  
 MEDIA BUYING SERVICES  
 RFP 19-087  
 Bidder's Name: \_\_\_\_\_

Price Lines are Firm, Fixed Pricing for Labor (shall include Fringe Benefits- includes Social Security, unemployment compensation, life insurance, worker's compensation, health insurance, pension, etc.). Travel/Training, Contractual, Supplies, Equipment/Other Direct Costs, Indirect Costs Rates will be required as part of State Agency project quote/estimates. Estimates provided under this contract will be based on scope of project/project hours based on customer needs. Estimates will be provided to the State Agency on Attachment M - BUDGET QUOTATION SHEET included in RFP. All estimates are firm. Increased pricing is not acceptable unless approved by the State Agency. *At no time will pricing exceed the maximum listed contract pricing.*

\*Bidder shall provide the Media Placement Mark-up Percentage.

\*\*The bidder shall not supply prices for these lines. These price lines will be used only to pay pass-through costs related to

PRICE LINE	HOURLY RATE (Firm, Fixed Price)	UNIT	HOURLY RATE or "N/A" if Not Applicable
	<b>Media Buying</b>		
1	Partner	Hour	
2	President	Hour	
3	Comptroller/Accounting Manager	Hour	
4	Account Director/Supervisor	Hour	
5	Account Manager	Hour	
6	Creative Director/Copy	Hour	
7	Creative Director/Art	Hour	
8	Senior Art Director	Hour	
9	Art Director	Hour	
10	Senior Copywriter	Hour	
11	Junior Copywriter	Hour	
12	Production Director/Print	Hour	
13	Production Director/Art	Hour	
14	Production Director/Media	Hour	
15	Studio Manager	Hour	
16	Media Supervisor	Hour	
17	Media Planner/Buyer	Hour	
18	Interactive Specialist (Web - DVD)	Hour	
19	Web-Traffic Analyst	Hour	
20	Clerical	Hour	
21	Graphic Designer	Hour	
22	Trafficking	Flat Rate	
23	*Media Placement Mark-up Percentage		%

24	**Pass-Through Media Placement (Non-Labor)			\$ N/A
25	**Pass-Through Media Production (Non-Labor)			\$ N/A
26	**Pass-Through Non-Media Production (Non-Labor)			\$ N/A
27	Translation Services	Hour		

\*Bidder shall provide the Media Placement Mark-up Percentage.

\*\*The bidder shall not supply prices for these lines. These price lines will be used only to pay pass-through costs related to



RATE DISCLOSURE

MEDIA BUYING

RFP 19-087

Bidder's Name: \_\_\_\_\_

**Bidders are to provide the percentage of salary and operating costs allocated to the proposed hourly rate**

<b>Example:</b>		Salary/Wages including fringe benefits	Facility Overhead	Operating Overhead	Indirect Costs
		% of hourly rate	% of hourly rate	% of hourly rate	% of hourly rate
	Media Planner / Buyer	68%	20%	10%	2%

<b>Definitions</b>	
Salary / Wages including fringe benefits	Base salary / wage with benefits such as insurance, retirement plan etc.
Facility Overhead	Rent / mortgage, utilities, insurance, maintenance, etc
Operating overhead	Office supplies, production equipment, licensing, training, etc
Indirect Cost	Any cost factored into the hourly rate that cannot be attributed to the sections above. It is expected that indirect costs will not exceed 12%

<b>PRICE LINE</b>	<b>HOURLY RATE DISCLOSURE</b>	Salary/Wages including fringe benefits	Facility Overhead	Operating Overhead	Indirect Costs
<b>Media Buying</b>		% of hourly rate	% of hourly rate	% of hourly rate	% of hourly rate
1	Partner				
2	President				
3	Comptroller/Accounting Manager				
4	Account Director/Supervisor				
5	Account Manager				
6	Creative Director/Copy				
7	Creative Director/Art				
8	Senior Art Director				
9	Art Director				
10	Senior Copywriter				
11	Junior Copywriter				
12	Production Director/Print				
13	Production Director/Art				
14	Production Director/Media				
15	Studio Manager				
16	Media Supervisor				
17	Media Planner/Buyer				
18	Interactive Specialist (Web - DVD)				
19	Web-Traffic Analyst				
20	Clerical				

21	Graphic Designer				
22	Translation Services				

**19-087 BUSINESS PROPOSAL  
ATTACHMENT E**

**Instructions: Please provide answers in the shaded areas to all questions. Reference all attachments in the shaded area.**

*Business Proposal*

**2.3.1 General** - Please introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the products and/or services requested in this RFP.

**2.3.2 Respondent's Company Structure** - Please include in this section the legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization. If the organization includes more than one (1) product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization. Please enter your response below and indicate if any attachments are included.

**2.3.3 Company Financial Information** - This section must include documents to demonstrate the Respondent's financial stability. Examples of acceptable documents include: most recent Dunn & Bradstreet Business Report (preferred) or audited financial statements for the two (2) most recently completed fiscal years. If neither of these can be provided, explain why and include an income statement and balance sheet, for each of the two most recently completed fiscal years.

If the documents being provided by the Respondent are those of a parent or holding company, additional information should be provided for the entity/organization directly responding to this RFP. That additional information should explain the business relationship between the entities and demonstrate the financial stability of the entity/organization which is directly responding to this RFP.

**2.3.4 Integrity of Company Structure and Financial Reporting** - This section must include a statement indicating that the CEO and/or CFO, of the responding entity/organization, has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

**2.3.5 Contract Terms/Clauses** - Please provide the requested information in RFP Section 2.3.5.

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**2.3.6 References** - Please identify three (3) clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP including one (1) terminated client. At least one reference should be for a client with the same Account Executive as is proposed for the State of Indiana.

<b>Customer 1</b>	
Legal Name of Company or Governmental Entity	
Company Mailing Address	
Company City, State, Zip	
Company Website Address	
Contact Person	
Company Telephone Number	
Company Fax Number	
Contact E-mail	
Industry of Company	
<b>Customer 2</b>	
Legal Name of Company or Governmental Entity	
Company Mailing Address	
Company City, State, Zip	
Company Website Address	
Contact Person	
Company Telephone Number	
Company Fax Number	
Contact E-mail	
Industry of Company	
<b>Customer 3</b>	
Legal Name of Company or Governmental Entity	
Company Mailing Address	
Company City, State, Zip	
Company Website Address	
Contact Person	
Company Telephone Number	
Company Fax Number	
Contact E-mail	
Industry of Company	

**2.3.6.1** Does your company have any pending litigation regarding contract disputes?

**2.3.6.2** Please list any contracts lost or terminated in the last three years and provide reasons for loss or termination, as well as contact information.

**2.3.7 Registration to do Business** - Selected out-of-state Respondents providing the products and/or services required by this RFP must be registered to do business within the State by the Indiana Secretary of State and the Indiana Department of Administration, Procurement Division. The address contact information for this office may be found in Section 1.18 of the RFP. This process must be concluded prior to contract negotiations with the State. It is the successful Respondent's responsibility to complete the required registration with the Secretary of State. Please indicate the status of registration, if applicable. Please clearly state if you are registered and if not provide an explanation.

**2.3.8 Authorizing Document** - Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement. Please enter your response below and indicate if any attachments are included.

**2.3.9 Subcontractors** - The Respondent is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes, and will be subject to the provisions thereof. For each portion of the proposed products and services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience. The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must

furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor’s name, address, and the state in which formed that are proposed to be used in providing the required products and/or services. The subcontractor’s responsibilities under the proposal, anticipated dollar amount for subcontract, form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority Business Enterprises or Women’s Business Enterprises under IC 4-13-16.5-1. See Section 1.21 and Attachment A for Minority and Women’s Business Enterprises information. Please enter your response below and indicate if any attachments are included.

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**2.3.10 Evidence of Financial Responsibility**

NOT APPLICABLE

**2.3.11 General Information** - Each Respondent must enter your company’s general information including contact information.

Business Information	
Legal Name of Company	
Contact Name	
Contact Title	
Contact E-mail Address	
Company Mailing Address	
Company City, State, Zip	
Company Telephone Number	
Company Fax Number	
Company Website Address	
Federal Tax Identification Number (FTIN)	
Number of Employees (company)	
Years of Experience	
Number of U.S. Offices	
Year Indiana Office Established (if applicable)	
Parent Company (if applicable)	
Revenues (\$MM, previous year)	
Revenues (\$MM, 2 years prior)	

% Of Revenue from Indiana customers	
-------------------------------------	--

a. Does your Company have a formal disaster recovery plan? Please provide a yes/no response. If no, please provide an explanation of any alternative solution your company has to offer. If yes, please note and include as an attachment.

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b. What is your company's technology and process for securing any State information that is maintained within your company?

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**2.3.12 Experience Serving State Governments** - Please provide a brief description of your company's experience in serving state governments and/or quasi-governmental accounts.

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**2.3.13 Experience Serving Similar Clients** - Please describe your company's experience in serving customers of a similar size to the State with similar scope. Please provide specific clients and detailed examples.

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**2.3.14 Indiana Preferences** - Pursuant to IC 5-22-15-7, Respondent may claim only one (1) preference. For the purposes of this RFP, this limitation to claiming one (1) preference applies to Respondent's ability to claim eligibility for Buy Indiana points. **Respondent must clearly indicate which preference(s) they intend to claim. Additionally, the Respondent's Buy Indiana status must be finalized when the RFP response is submitted to the State.**

**Additionally, Respondents that wish to claim the Buy Indiana preference (for any criteria listed below) must have an email confirmation of their Buy Indiana status provided by [buyindianainvest@idoa.in.gov](mailto:buyindianainvest@idoa.in.gov) included in the proposal response. The email confirmation must have been provided from within one year prior to the proposal due date.**

Buy Indiana  
Refer to Section 2.7 for additional information.

**2.3.15 Payment** - Please provide the requested information in RFP Section 2.3.15.

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**RFP 19-087**  
**TECHNICAL PROPOSAL**  
**ATTACHMENT F**  
**MARKETING, PUBLIC RELATIONS AND ADVERTISING SERVICES**

Please supply *all* requested information *in the yellow-shaded areas* and indicate any attachments that have been included. Document all attachments and which section and question they pertain to.

The respondent shall set forth in its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the State that the respondent understands the objectives that the contract is intended to meet, the nature of the required work, and the level of effort necessary to successfully complete the contract. This narrative should convince the State that the respondent's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the respondent's ability to complete the contract. The respondent's response to this section should be designed to convince the State that the respondent's detailed plans and approach proposed to complete the Scopes of Work are realistic, attainable and appropriate and that the respondent's proposal will lead to successful contract completion.

**2.4.1 General Information**

Please provide a brief history of your agency, including the year it was established.

Please provide a list of all full-time staff members, include the names, title, and professional backgrounds of each. As well, please identify which management staff that would directly manage Using Agency campaigns and his/her length of tenure with the agency and the roles they perform.

Please provide a list of web designers/developers that will be assigned to this account, as well as their past client history.

In addition, please provide the range of your agency's services and capabilities.



Please provide a list of services that are typically subcontracted by your agency and those subcontractors currently used or recommended.

Please demonstrate your agency’s ability to oversee and manage accounts payable/receivable for suppliers, as well as the ability to pay promptly for continuation of services and the resources used for obtaining women or minority-owned suppliers.

Describe your firm’s experience working with engagements that depend on strategic positioning and developing/growing brands.

Describe your firm’s experience working with engagements for defined / specialized target markets.

Business locations are to be submitted for corporate or regional offices throughout the State of Indiana. Respondent should indicate the length of time the office(s) have been open, and the number of full-time equivalent (FTE) employees working at the offices since 2015.

Please state the number of years your firm has been in the business of New Media, Marketing, Public Relations, Advertising, Media Buying, Social Media and /or Event Planning. Briefly describe the scope of services performed during this time.

**2.4.2 Marketing, Public Relations and Advertising Volume and References**

Please provide your average annual billings for the previous 2 years, including your average total media billings relative to television, radio, newspaper, magazine, internet and outdoor advertising.

Please provide a representative list of your larger, smaller and mid-sized accounts—both private and public sector—indicating total billings for each account.

Please provide the names and contact information of three former clients, indicating why your association with those clients ended. If you have had or currently have a contract with the State, please exclude those references.

**2.4.3 Contracts, Staffing and Customer Service**

Please state the number of current contractual agreements that the respondent currently has in place, as well as previous contracts with governmental entities.

Please provide the following information as it pertains to the Respondent’s primary Manager of an awarded contract: 1) business experience related to this solicitation; 2) academic degree(s) of individual beyond high school, institution granting degree, date degree conferred; 3) experience with billing issues / negotiation experience with contracts for services for which Respondent is submitting a proposal(s).

Please outline a detailed plan to provide continued service and support to the State and Eligible Users in the event your company goes out of business, merges with another firm, is acquired by another firm, etc.

How would the award of any of this contract (for 1 or both categories) affect staffing?

Please describe your conflict resolution process workflow for the following areas:

billing, customer service, management and flow of project completion.

Please quantify your typical timeframe for responding to customer inquiries. Ie: within 2 hours, within 24 hours, etc.

What is your average timeframe for providing quotes for services?

#### 2.4.4 Project Plan and Estimate – Case Studies

**NOTE: The Respondent may be asked to provide an oral presentation on the below as part of the evaluation process.**

Please submit 3 case studies for a range of budgets. **Please label documents as confidential if desired.**

The following components for the three case studies should include:

- A. Overall Customer Information and Public Awareness Plan
- B. Creative Concepts Plan
- C. Detailed Action Plans
- D. Media Plan

This section should describe the media plan and include a complete description of media placement costs. The respondent should provide a comprehensive allocation of the major media to be used such as electronic media - hits and downloads; for radio – reach, frequency, length of broadcast, demographics of audience, and allocation of dollars among the selected media outlets. The respondent should also explain how the various elements of value added media, such as public service announcements, talk shows, are to be integrated for maximum impact, cost effectiveness, and return on investment.

E. Collateral Plan

The case studies should reflect collateral and creative materials and how they were incorporated into the overall campaign.

**2.4.5 Other Information**

What specific, innovative strategies would your agency recommend implementing to educate and promote State of Indiana programs and goals? Please cite specific strategies.

What additional information can your agency provide that will assist the state in the evaluation of your proposal?

**RFP 19-087**  
**TECHNICAL PROPOSAL**  
**ATTACHMENT F - 1**  
**Media Buy Services**

Please supply *all* requested information *in the yellow-shaded areas* and indicate any attachments that have been included. Document all attachments and which section and question they pertain to.

The respondent shall set forth in its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the State that the respondent understands the objectives that the contract is intended to meet, the nature of the required work, and the level of effort necessary to successfully complete the contract. This narrative should convince the State that the respondent's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the respondent's ability to complete the contract. The respondent's response to this section should be designed to convince the State that the respondent's detailed plans and approach proposed to complete the Scopes of Work are realistic, attainable and appropriate and that the respondent's proposal will lead to successful contract completion.

**2.4.1 General Information**

Please provide a brief history of your agency, including the year it was established. Please state the number of years your firm has been in the business of New Media, Marketing, Public Relations, Advertising, Media Buying, Social Media and /or Event Planning. Briefly describe the scope of services performed during this time.

Please provide a list of all full-time staff members, include the names, title, and professional backgrounds of each. As well, please identify which management staff would directly manage State Agency campaigns and his/her length of tenure with the agency and the roles he/she performs.

Please provide a list of Media Placement experts and Media Buying experts that will be assigned to this account, as well as their past client history.

In addition, please provide the range of your agency’s Media Buying services and capabilities.

Please provide a list of Media Buying services that are typically subcontracted by your agency and those subcontractors currently used or recommended.

Please demonstrate your agency’s ability to oversee and manage accounts payable/receivable for suppliers, as well as the ability to pay promptly for continuation of services and the resources used for obtaining women or minority-owned suppliers.

Describe your firm’s experience working with engagements that depend on strategic positioning and developing/growing brands.

Describe your firm’s experience working with engagements for defined / specialized target markets.

Business locations are to be submitted for corporate or regional offices throughout the State of Indiana. Respondent should indicate the length of time the office(s) have been open, and the number of full-time equivalent (FTE) employees working at the offices since 2015.

**2.4.2 Media Buy Volume and References**

Please provide your average annual media buy billings for the previous 2 years, including your average annual media buy billings relative to television, radio, newspaper, magazine, internet and outdoor advertising.

Please provide a representative list of your larger, smaller and mid-sized accounts—both private and public sector—indicating total media buy billings for each account.

Please provide the names and contact information of three former clients who used your media buy services, indicating why your association with those clients ended. If you have had or currently have a contract with the State, please exclude those references.

**2.4.3 Contracts, Staffing and Customer Service**

Please state the number of current contractual agreements that the respondent currently has in place, as well as previous contracts with governmental entities.

Please provide the following information as it pertains to the Respondent’s primary Manager of an awarded contract: 1) business experience related to this solicitation; 2) academic degree(s) of individual beyond high school, institution granting degree, date degree conferred; 3) experience with billing issues / negotiation experience with contracts for services for which Respondent is submitting a proposal(s).

Please outline a detailed plan to provide continued service and support to the State and Eligible Users in the event your company goes out of business, merges with another firm, is acquired by another firm, etc.

How would the award of any of this contract (for 1 or both categories) affect staffing?

Please describe your conflict resolution process workflow for the following areas: billing, customer service, management and flow of project completion.

Please quantify your typical timeframe for responding to customer inquiries. Ie: within 2 hours, within 24 hours, etc.

What is your average timeframe for providing quotes for services?

#### 2.4.4 Project Plan and Estimate – Case Studies

**NOTE: The Respondent may be asked to provide an oral presentation on the below as part of the evaluation process.**

Please submit 3 case studies for a range of budgets. **Please label documents as confidential if desired.**

The case studies should include a comprehensive allocation of the major media that was used such as electronic media - hits and downloads; for radio – reach, frequency, length of broadcast, demographics of audience, and allocation of dollars among the selected media outlets. The respondent should also explain how the various elements of value added media, such as public service announcements, talk shows, are to be integrated for maximum impact, cost effectiveness, and return on investment.

#### 2.4.5 Other Information

What specific, innovative Media Buying strategies would your agency recommend implementing educate and promote State of Indiana programs and goals? Please cite specific strategies.



What additional information can your agency provide that will assist the state in the evaluation of your proposal for Media Buying services?

State of Indiana, Marketing Advertising Public Relations & Media Buy RFP 19-087  
Attachment G - Question and Answer Response Template

Question No.	RFP Document	RFP Section Number	Page	Topic	Specific Question/Inquiry
1					
2					
3					
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**RFP 19-087**  
**ATTACHMENT H**  
**MARKETING, PUBLIC RELATIONS AND ADVERTISING**  
**SERVICES**  
**MANDATORY MINIMUM REQUIREMENTS**

Please provide a yes/no (Y/N) in the shaded area below indicating either requested information has been included in your response or your agreement to accept requirement listed. If an item is left blank, you will be implying that your company cannot meet the requirement, and your proposal may be eliminated from evaluation. This document will be used to score respondents as described in Step 1, Section 3.2, Evaluation Criteria.

No.	Requirement Description	Respondent Answer
1	Respondent will provide Marketing, Public Relations and Advertising Services to the State of Indiana	
2	Respondent understands that Attachment J – Scope of Work for Marketing, Public Relations and Advertising document is a subset only, and will fulfill all of the requirements in the Scope of Work documents – Attachment J.	
3	Respondent agrees to extend their pricing to all Entities associated with the State of Indiana, as described in Section A of the Attachment B -Sample Contract. This includes all state agencies listed in the RFP and any others who require Marketing, Public Relations, Advertising and Media Buying services.	
4	Respondent agrees that any pre-existing Marketing, Public Relations and Advertising contracts are valid through the current term expiration.	
5	Respondent agrees that no work for the State of Indiana shall commence until approval from the State Agency and the Governor’s Office has been granted in writing.	
6	Respondent agrees that the State of Indiana has the right to ask for removal of a vendor’s team at the State’s discretion without cause. Substitution of that individual will be made with someone of equal or greater competence.	
7	Respondent agrees to provide measurable marketing, advertising, and public relations campaigns that assist agencies in achieving strategic communications goals.	
8	Respondent agrees that campaigns should showcase State Agency goals and programs.	
9	Respondent agrees that campaigns should include the latest in technology for emphasizing Agency goals.	
10	Respondent agrees to optimize outreach to existing and target customer base.	

11	Respondent agrees to maximize cost efficiencies with strategic campaign goals and media buying opportunities.	
12	Respondent agrees that State Agencies shall have the ability to assess campaign progress and effectiveness and make adjustments in real time.	
13	Respondent agrees that all pricing shall remain firm throughout the contract term.	
14	Respondent agrees that all artwork, licensing agreements, native files, and other deliverables are the sole ownership of the State of Indiana.	

If Respondent is unable to respond yes to all minimum requirements but believes they have an alternative solution, please provide Requirement number, Section number, and alternative solution with explanation. Alternatives will be reviewed and considered by the State as to whether they satisfy the minimum requirements.

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**RFP 19-087**  
**ATTACHMENT H - 1**  
**MEDIA BUY SERVICES**  
**MANDATORY MINIMUM REQUIREMENTS**

Please provide a yes/no (Y/N) in the shaded area below indicating either requested information has been included in your response or your agreement to accept requirement listed. If an item is left blank, you will be implying that your company cannot meet the requirement, and your proposal may be eliminated from evaluation. This document will be used to score respondents as described in Step 1, Section 3.2, Evaluation Criteria.

No.	Requirement Description	Respondent Answer
1	Respondent agrees to provide Media Buy Services to the State of Indiana.	
2	Respondent understands that Attachment J 1 – Scope of Work for Media Buy Services document is a subset only, and will fulfill all of the requirements in the Scope of Work document – Attachment J-1.	
3	Respondent agrees to extend their pricing to all Entities associated with the State of Indiana, as described in Section A of the Attachment B -Sample Contract. This includes all state agencies listed in the RFP and any others who require security services.	
4	Respondent agrees that any pre-existing Media Buy contracts are valid through the current term expiration.	
5	Respondent agrees that no work for the State of Indiana shall commence until approval from the Governor’s Office has been granted in writing.	
6	Respondent agrees that the State of Indiana has the right to ask for removal of a vendor’s team member at the State’s discretion without cause. Substitution of that individual will be made with someone of equal or greater competence.	
7	Respondent agrees to provide a measurable Media Buy campaign that assists agencies in achieving strategic communications goals.	
8	Respondent agrees that campaigns should showcase State Agency goals and programs.	
9	Respondent agrees that campaigns should include the latest in technology for emphasizing State Agency goals.	
10	Respondent agrees to optimize outreach to existing and target customer base.	
11	Respondent agrees to maximize cost efficiencies with strategic campaign goals and media buying opportunities.	
12	Respondent agrees that State Agencies shall have the ability to	

	assess campaign progress and effectiveness and make adjustments in real time.	
13	Respondent agrees that all pricing shall remain firm throughout the contract term.	
13	Respondent agrees that all artwork, licensing agreements, native files, and other deliverables are the sole ownership of the State of Indiana.	

If Respondent is unable to respond yes to all minimum requirements but believes they have an alternative solution, please provide Requirement number, Section number, and alternative solution with explanation. Alternatives will be reviewed and considered by the State as to whether they satisfy the minimum requirements.

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**RFP 19-087**  
**SOCIAL MEDIA MARKETING**  
**ATTACHMENT I**

A. SOCIAL MEDIA MARKETING

Social Media and Web 2.0 are terms that describe internet-based technology communication tools with a focus on immediacy, interactivity, user participation and information sharing in multiple ways. Social Media refers to the following:

- Forums
- Weblogs (blogs, vlogs, microblogs, presence applications)
- Wikis
- Social Bookmarking
- Social Communication Sites
- Podcasts
- Photos
- Videos (video, vlogs, livecasting – streaming)
- Real-Time Web Communications (chat, chat rooms, video chat)

For purposes of this RFP, Social Media helps users interact with their government in the individual's preferred method and time schedule and fosters a culture of greater transparency.

It is the intent of this RFP to allow Using Agencies to use existing and future Social Media technologies to provide information and interact with customers in Social Media venues in the performance of State business, within the framework deemed appropriate by the Governor's Office.

1. Any Using Agency that will establish new Social Media venues on behalf of the State of Indiana shall coordinate the implementation of these new online venues with the Governor's Office. This coordination will ensure that the implementation of Social Media Venues is cohesive at the State level.
2. The Using Agency will adhere and follow all IOT standards and policies. The Contractor will adhere to the IOT Standards and policies, which include but may not be limited to the Social Media Policy Statement and Requirements (does Indiana have and IOT policy statement)?
3. The Using Agency will communicate only accurate and verifiable facts to the Contractor. The Contractor will only communicate accurate and verifiable facts – no unverifiable opinions.

4. Non-Public or Confidential information will be protected and not disclosed via any Social Media outlet site.
5. The Contractor, with Using Agency approval, will prepare and execute a Social Media launch for purposes of Marketing, Public Relations, communicating and advertising agency initiatives. Social Media includes, but is not limited to: Facebook, Twitter, LinkedIn, Google+, Instagram, MySpace, Flickr, and Craigslist.
6. If required by the Using Agency, the Contractor will provide a collection of tools and resources to create, manage, and measure Social Media marketing efforts and Social Media web-page solutions.
7. If required by the Using Agency, the Contractor (with Using Agency approval) will be responsible for information updates and program promotions on Social Media sites based on the Using Agency's project term, but not to exceed the term expiration of this contract.
8. The Contractor will not allow ad servers or ad network activity on any of the State of Indian Social Media pages without direct approval from the Using Agency.
9. The Contractor must obtain at least 3 competitive proposals/bids on any and all non-media expenditures. **Hiring a videographer to film and edit an event is an example of a non-media expenditure.** Documentation of the proposal process, including bids, must be submitted to the Using Agency for pre-approval of all non-media expenditures.
10. All invoicing received from the vendor must have detailed support to include separate lines showing all billable transactions. Attachment M – BUDGET QUOTATION SHEET – must accompany all invoices. The Using Agency will not pay invoices that lack detailed support documentation. Delayed invoicing, billing, payments due to lack of detailed support documentation with invoices is the responsibility of the Contractor. The Contractor is responsible for all payments to subcontractors. **To ensure the integrity of all campaigns, the Prime Contractor must, within 30 days of receipt of payment from the State, fulfill corresponding payment obligations to subcontractors.**



## ATTACHMENT J

### SCOPE OF WORK

#### MARKETING, PUBLIC RELATIONS AND ADVERTISING SERVICES

##### A. MARKETING, PUBLIC RELATIONS AND ADVERTISING SERVICES

The following terms apply to all Marketing, Public Relations and Advertising Services:

1. If the State Agency deems any final product unusable or unacceptable due to improper preparation of the mechanical(s), the Contractor shall be responsible for any and all costs associated with the reproduction of said product. Improper preparation shall include anything done incorrectly to the mechanical during its preparation that can cause printing to be compromised. All duplicate charges for the artwork will be rejected.
2. Contractor will ensure that all licensing agreements permit the State Agency to use the artwork or replace the photograph when it re-reruns a campaign.
3. The Contractor shall monitor and evaluate the progress and effectiveness of each advertising and public relations campaign. The Contractor shall suggest measurable criteria for evaluation that, in its judgment, should be used in determining the performance of each specific campaign. These criteria shall include, but not necessarily be limited to, such common measures as media impressions, awareness and utilization rates. The Contractor and State Agency shall agree on the criteria.
4. **The Contractor must obtain at least 3 competitive proposals/bids on all non-media expenditures.** For example, hiring a videographer to film and edit an event is an example of a non-media expenditure. **Documentation of the proposal process, including bids, must be submitted to the State Agency for pre-approval of all non-media expenditures.**
5. All invoicing received from the Contractor must have detailed support to include separate lines showing all billable transactions. Attachment M - Budget Summary Sheet - must accompany all invoices. The State Agency will not pay invoices that lack detailed support documentation. Delayed invoicing, billing, or payments due to lack of detailed support documentation with invoices is the responsibility of the Contractor. The Contractor is responsible for all payments to the subcontractor. To ensure the integrity of all campaigns the prime Contractor must, within 30 days of receipt of payment from the State, fulfill corresponding payment obligations to the subcontractors.
  - i. **NO ADVERTISING ACTIVITIES SHALL BE CONDUCTED, MADE PUBLIC, OR DISSEMINATED WITHOUT PRIOR APPROVAL OF THE STATE AGENCY.**

## **1. MARKETING AND PUBLIC RELATIONS SERVICES**

The Contractor shall assist in creative design, website programming/re-design or update, development and strategic planning for State Agency goals, marketing programs and public relations activities. This shall include supporting existing campaigns and programs, updating of existing designs or creating new designs, and creating new and fresh promotional campaigns as needed by the State Agency.

### **PROCEDURE**

**The State Agency will prepare a Creative Brief (Attachment O), and submit to a minimum of 3 of the awarded vendors in Category 1 – Marketing, Public Relations and Advertising for a bidding opportunity. Each of these vendors shall prepare a Budget Quotation Sheet (Attachment M) and a detailed marketing and / or public relations Proposal. The State Agency shall develop a Scope of Work sub-agreement (Attachment P), based on the approved Budget Quotation Sheet and the approved Proposal, with the vendor that has demonstrated the best ability to meet the State Agency’s strategic communications objectives within the allotted budget.**

- a. For engagements requiring the creation, implementation, modification, or management of a website, the Contractor and the State Agency must have Indiana Office of Technology approvals.
  - i. **The Contractor will provide the State Agency final print, web ready and native files at the completion of each job. All files are the property of the State of Indiana.**
- b. The Contractor, with State Agency approval, will prepare and execute a marketing and public relations campaign plan that parallels and complements the objectives of the entire customer information and goal campaign. Included in the plan shall be measures and targets to track the impact of public awareness and customer promotions in relation to the success of the campaign.
- c. The Contractor shall also suggest program promotions for the rollout of the campaign, and after approval by the State Agency, work to plan and execute these promotions.
- d. The Contractor shall identify and recommend changes to optimize campaign goals set by the State Agency based on public participation, input, and feedback on the program.
- e. The Contractor will develop Strategic Planning for advertising, marketing and communications activities.
- f. The Contractor shall identify and pursue new and feature placement opportunities and pitch stories to all forms of media with approval of the State Agency.

- g. The Contractor may be asked to produce and place press releases and matte releases in daily and weekly newspapers, including the minority press, periodicals, newsletters, trade press and national and international publications.
- h. The Contractor shall recommend, as appropriate, events to launch, roll out and conclude campaigns and, after approval from the State Agency, plan and execute these events.
- i. The Contractor shall develop marketing plans and campaigns consistent with Agency goals and objectives.
- j. Campaigns will be designed and implemented to reach specific target audiences. Target audiences might include populations that have been identified as disparate by evaluation data, ethnic minority populations and other target populations as deemed appropriate by the State Agency. Messages must be designed to reach specific target audiences as identified by the State Agency. Messages must be culturally appropriate and easily understood by all literacy levels.
- k. Broadcast, radio, website and collateral creative design execution and production will be accomplished by the Contractor with approval of the State Agency. Print creative design will be accomplished by the contractor. Print production requirements are detailed in section 1.4.4 D. PRINT PRODUCTION of the RFP document.
- l. The Contractor will provide expertise in the area of event planning.
- m. The Contractor will use good faith efforts to obtain the most cost-effective buy-outs and talent agreements whenever possible, but especially in cases when additional uses of advertisements and their components are anticipated (i.e. submission to other agencies or other states' potential use).
- n. The Contractor shall implement the marketing plan State materials created by the vendor and /or pre-produced media materials.
- o. The Contractor shall provide Public Relations services to help generate public interest and awareness for Agency programs/initiatives that benefit Hoosiers, or to help achieve the State Agency's strategic communications objectives. This includes publicizing the activities and projects of other vendors contracted by the State Agency and, as funding permits, other projects that are related to agency programs/initiatives.
- p. Creative concepts and specific messaging may be thoroughly tested through cognitive groups, focus groups, polling and other methods, prior to production. All campaigns will be designed with input from the State Agency and only implemented upon approval from the State Agency.
- q. Upon approval of each public relations plan, the Contractor shall arrange for the production, use, dissemination and distribution of various forms of communication,

literature, publications and public relations materials called for in the plan and approved by the State Agency. Prior to use, all materials shall be approved by the State Agency in advance of production deadlines.

- r. The Contractor shall provide the State Agency with copies of all public relations materials that are placed and distributed by the Contractor. All such materials are to have been approved by the State Agency prior to placement or distribution.
- s. The Contractor shall execute all contracts with the media and other third parties, including the negotiation of the best possible rates for any such project-specific contracts, when required. All such project-specific contracts shall be entered into as an independent contractor and not as an agent of the State. *All cost benefits must be passed to the State.* **The Contractor shall submit separate line percent net cost with its invoice for all media placement under this contract. Contractor's markup shall only apply to the net cost for media placement.** The State shall retain the right to audit the Contractor's books to verify that the State is receiving all net prices, discounts and rebates.
- t. The Contractor shall provide written project status reports on either a weekly, bi-weekly, or monthly basis as required by the State Agency.
- u. In offering the best value to the State, the Contractor shall consider participation in, or development of, joint promotions, cooperative advertising and co-promotions. Where such opportunities exist, the Contractor shall provide the State Agency with critical details including potential value. The State Agency shall have final approval on all such opportunities.
- v. The Contract must make the State Agency aware of any possible sponsorships, public outreach, or other external partnerships. The cost-efficiency of any such sponsorship or partnership, and the sponsorship or partnership value to the State Agency must be included.
- w. The Contractor shall participate in periodic conference calls with the State Agency to review the status of current projects and address programmatic details and issues to ensure timely delivery and successful outcomes of all campaigns. Frequency of conference calls will be determined by the State Agency.
- x. Following submission of public relations material to the media or other third parties, **the Contractor shall examine or audit the placements released through the various media outlets to verify that quality, timing, position and distribution are consistent with the media plan and schedule. The Contractor shall provide verification to the State Agency.**
- y. **Social Media Marketing** is listed in this RFP as **Attachment I** and is inclusive in this category and terms are inclusive.
- z. **Media Buying as listed in this RFP as a separate category is also encompassed in the Advertising, Marketing and Public Relations category**

**and terms are inclusive.**

- aa. The Contractor shall provide consultation on and development of Internet marketing opportunities and trends. The Contractor shall be experienced in designing and executing internet marketing activities and evaluating trends in the internet medium. Internet marketing services may include, but not be limited to:
  - i. Developing and executing interactive customer retention and acquisition strategies for the State Agency services, and social networking sites.
  - ii. Assisting the State Agency in developing and executing social media strategies by campaign and on an on-going basis.
  - iii. Reviewing and evaluating all internet-related media proposals.
  - iv. Evaluating all State Agency product activities to identify effective internet marketing opportunities
  - v. Assisting the State Agency in developing and executing other business communication and retailer support web-based solutions
  - vi. Providing analytics for internet campaigns at a mutually agreed upon frequency
- bb. The Contractor shall prepare preliminary creative materials, as planned and scheduled, and present them to the State Agency for approval. Additional approaches may be requested by the State Agency at any time during the review and approval process.
- cc. Creative materials that are overly similar will not count toward the creative approaches. The State of Indiana expects different/fresh approaches.
- dd. The Contractor shall furnish clear and complete printing specifications to the State Agency for each proposed printing item. The specifications shall include factors such as size, quantity, paper stock, color of inks, copy, layouts, artwork and mechanicals.
- ee. The Contractor shall charge only one time for all artwork or logo, electronic or otherwise, that may be used in multiple forms, formats and software applications.
- ff. If the State Agency deems any final product as unusable or unacceptable due to improper preparation of the mechanical(s), the Contractor shall be responsible for any and all costs associated with the reproduction of said product. Improper preparation shall include anything done incorrectly to the mechanical during its preparation that can cause printing to be compromised. All duplicate charges for the artwork will be rejected.
- gg. Contractor will ensure that all licensing agreements permit the State Agency to use

the artwork or replace the photograph when it re-reruns a campaign.

- hh. Talent acquisition licensing fees shall be disclosed to and approved by the State Agency prior to campaign budget approval.
- ii. The Contractor shall monitor and evaluate the progress and effectiveness of each advertising and public relations campaign. The Contractor shall suggest measureable criteria for evaluation that, in its judgment, should be used in determining the performance of each specific campaign. These criteria shall include, but not necessarily be limited to, such common measures as media impressions, awareness and utilization rates. The Contractor and State Agency shall agree on the criteria.
- jj. The Contractor will provide website consultation, development, programming, quality control, change control and content management.
- kk. The Contractor will provide research consultation and analysis.
- ll. The Contractor will provide evaluation, consultation, and professional recommendation concerning emerging media outlets, promotional services, sponsorship opportunities, merchandising aids and devices, and proposed concepts that might assist the State Agency in fulfilling its mission.
- mm. The Contractor, at the State Agency's request, will provide assistance in developing and updating an annual Marketing Plan and Annual Sales Plan.
- nn. The Contractor will provide program and campaign-specific development of advertising and communications plans to support the marketing plan.
- oo. The Contractor will provide budget control and shared responsibility for cost control.
- pp. The Contractor will provide Public Relations services including situation analysis, communications advice, writing for press and public consumption, media relations, and in-person support for key State Agency communications and promotional initiatives.
- qq. The Contractor will assist the State Agency in procuring necessary media contracts, promotional partnerships, printed materials (see section 1.4.4 D. PRINT PRODUCTION of the RFP document) durable retail signage, and various collateral and sales aids related to the State Agency's ongoing advertising and retail marketing programs in compliance with the State's procurement laws.
- rr. The Contractor will provide photography and / or videography of events when requested by the State Agency.
- ss. The Contractor will provide crisis management as requested by the State Agency.
- ss. **The Contractor must obtain at least 3 competitive proposals/bids on all non-**

**media expenditures.** For example, hiring a videographer to tape and edit an event is an example of a non-media expenditure. **Documentation of the proposal process, including bids, must be submitted to the State Agency for pre-approval.**

- tt. All invoicing received from the Contractor must have detailed support to include separate lines showing all billable transactions. Attachment M Budget Summary Sheet must accompany all invoices. The State Agency will not pay invoices that lack detailed support documentation. Delayed invoicing, billing, payments due to lack of detailed support documentation with invoices is the responsibility of the Contractor. The Contractor is responsible for all payments to the subcontractor. **To ensure the integrity of all campaigns, the prime Contractor must, within 30 days of receipt of payment from the State, fulfill corresponding payment obligations to subcontractors.**

- i. **NO MARKETING OR PUBLIC RELATIONS ACTIVITIES SHALL BE CONDUCTED, MADE PUBLIC, OR DISSEMINATED WITHOUT THE APPROVAL OF THE STATE AGENCY.**

## **2. ADVERTISING SERVICES**

The Contractor shall recommend and develop creative, research-based advertising objectives and strategies targeted to designated markets and / or the general public in coordination with the State Agency advertising goals and programs.

### **PROCEDURE**

**The State Agency will prepare a Creative Brief (Attachment O), and submit to a minimum of 3 of the awarded vendors in Category 1 – Marketing, Public Relations and Advertising for a bidding opportunity. Each of these vendors shall prepare a Budget Quotation Sheet (Attachment M) and a detailed Advertising Proposal. The State Agency shall develop a Scope of Work sub-agreement (Attachment P, based on the approved Budget Quotation Sheet and the approved Proposal, with the vendor that has demonstrated the best ability to meet the State Agency’s strategic advertising objectives within the allotted budget.**

- a. **The Contractor will provide the State Agency final print, web ready and native files at the completion of each job. All files are the property of the State of Indiana.**
- b. The Contractor shall provide the creative, account and production personnel required to plan, design, execute and administer approved advertising, promotions, and public

relations programs based on strategic marketing plans and the targeted consumer base.

- c. The Contractor shall design and produce integrated media advertising campaigns with budgets, schedules and products that are based on unique selling propositions, creativity, relevancy, market research, cost effectiveness, target market reach and frequency, and program development.
- d. The Contractor shall include Spanish and other language translations of consumer-oriented print materials as requested.
- e. Upon completion and approval of the detailed plan, or portions thereof, the Contractor shall arrange for the use, dissemination and distribution of the various forms of communication, literature, publications and advertising materials called for in the plan, as approved by the State Agency.
- f. The Contractor shall assist in the development and administration of programs that complement the State Agency's unique goals to target specific customers and potential users.
- g. Under the direction of the State Agency, the Contractor may be requested to produce creative execution for outdoor, online, broadcast media, website, collateral and other advertising as well as provide professional consulting and other related services as identified by the State Agency.
- h. The State Agency shall direct the Contractor on the placement of all media purchased for the State Agency's campaign. The State Agency reserves the right to make all determinations regarding the actual placement of all media. The Contractor shall purchase and place all media (newspaper, television, radio, Internet, social media, etc).
- i. The Contractor shall coordinate with the State Agency on existing research data to provide pre-campaign analysis and topics for primary marketing research such as focus groups and surveys. Contractor shall provide requested post-campaign analysis as requested by the State Agency.
- j. The Contractor shall produce strategic advertising schedules for outdoor and electronic media, create for approval, copy for all creative concepts for television and outdoor advertisements, and place such, if required, according to the State Agency approved estimates and schedules.
- k. The Contractor shall supply photography and videography services as needed and approved by the State Agency.
- l. If selected as part of the media mix, the Contractor shall create, produce and distribute:
  - a. Outdoor advertisements
  - b. Radio spots
  - c. Print advertising



- d. Television commercials
  - e. Internet advertisements
  - f. Collateral and other advertisements
  - g. Social media
- m. The Contractor shall be responsible for the development, subcontracting, management, and execution of all required marketing research programs. These services may include, but are not limited to, web based surveys and analytics, media research, demographic studies, advertising concept testing and/or consumer segmentation studies. All such programs and services shall be approved in advance by the State Agency.
- n. The Contractor shall provide data analyzing the impact of its campaigns to the State Agency on a mutually agreed upon schedule. These data reports shall include analytics to demonstrate the number of new visitors and, where applicable, dollars expended by them.
- o. Prior to each project, the Contractor shall provide the State Agency with a Budget Quotation Sheet (see Attachment M) which includes outlining the background, strategy, objectives, target audience(s), scope of work, budget, deliverables, timeline and measurement criteria for outcomes to be achieved in the course of each specific campaign.
- p. The Contractor shall provide the State Agency with reports concerning the rationale and recommended media buys for each project, including budget flight dates, reach and frequency data, and location and outlet information.
- q. The Contractor shall provide the State Agency with copies and tear sheets of all print insertion orders and broadcast orders that are placed by the Contractor. The Contractor shall also provide electronic and print or recorded copies of all final advertising and promotional materials.
- r. The Contractor shall provide written project status reports to the State Agency on a monthly basis, or at a frequency determined by the State Agency.
- s. The Contractor shall participate in periodic conference calls with the State Agency to review the status of current projects and address programmatic details and issues to ensure timely delivery and successful outcomes of all campaigns. Frequency/mode determined by State Agency.
- t. Upon approval of the required detailed advertising plan by the State Agency, the Contractor shall arrange for the production, use, dissemination, and distribution of various forms of communication, literature, publications and advertising materials called for in the plan. Prior to use, all these materials must be submitted in advance of production deadlines for the Contractor for approval by the State Agency. Requirements for the production of printed materials are detailed in section 1.4.4 D. PRINT PRODUCTION of the RFP

document.

- u. Following submission of advertising material to the media or other third parties, the Contractor shall examine or audit the advertising and media placements released through the various media to verify that quality, timing, position and distribution are consistent with the media plan and schedule.
- v. **Media Buying as listed in this RFP as a separate category is also encompassed in the Marketing, Advertising and Public Relations category and terms are exclusive.**
- w. The Contractor shall prepare preliminary creative materials, as planned and scheduled, and present them to the State Agency for approval. Additional approaches may be requested by the State Agency, at any time, during the review and approval process.
- x. Creative materials that are overly similar will not count toward the creative approaches. The State of Indiana expects different/fresh approaches.
- y. The Contractor shall furnish clear and complete printing specifications to the State Agency for each proposed printing item. The specifications include factors such as size, quantity, type of paper stock, color of inks, copy, layouts, artwork and mechanicals.
- z. The Contractor shall charge only one time for all artwork or logo, electronic or otherwise, that may be used in multiple forms, formats and software applications.
- aa. The Contractor shall provide proofreading services for all advertising media publications and broadcasts.

**RFP 19-087**  
**ATTACHMENT J – 1**  
**MEDIA BUYING SERVICES**

A. MEDIA BUYING

For purposes of this RFP, Media Buying is the procurement of media real estate at an optimal placement and price. The Contractor will negotiate price and placement of State Agency advertisement and / or media and procure the placement on behalf of the State Agency.

1. The Contractor shall execute all contracts with the media and other third parties, including the negotiation of the best possible rates for any contracts, when required. Such contracts will be expressly between the Contractor and the third party.
2. The Contractor shall submit a media plan for advertising, explaining how the target audience is reached and matched to the proposed media. The plan shall offer details of the media mix, the specific media vehicles, and the media schedule. The plan shall include:
  - Identification of the target audience if requested by State Agency
  - Specific media to be used
  - Timing, frequency, penetration and length of placement
  - Allocation of placement dollars within the selected media
  - Justification for each element of the plan as part of an integrated campaign designed for maximum impact, cost effectiveness, and return on investment (ROI)
  - A complete itemization of media cost
  - Analytics reported at a mutually agreed upon frequency
3. Under the direction of the State Agency, the Contractor shall provide media buying services based on target audience and potential target audience profile research and studies. Within the creative process for all campaigns, the Contractor shall evaluate all available media and provide recommendations for media mix in terms of cost, reach, program development index, and fit. As part of the media determination, the Contractor shall identify, wherever appropriate, cooperative advertising and promotional opportunities with the State Agency's public and private sector partners.
4. **Prior to media placement, the State Agency must submit a completed Media Requisition Form (Attachment L) with an approved Purchase Order to the Governor's Office. Media buys will not be allowed without approval from the Governor's Office.**
5. The State Agency shall direct the Contractor on the placement of all media purchased for the State Agency's campaign. **The State Agency reserves the right to make all determinations regarding the actual placement of all media.**

6. The Contractor shall execute all contracts with the media and other third parties, including the negotiation of the best possible rates for any contracts, when required. All such project-specific contracts shall be entered into as an independent contractor and not as an agent of the State. **The Contractor shall submit separate line percent net cost with its invoice for all media placement under this contract. Contractor's markup shall only apply to the net cost for media placement. All cost benefits must be passed to the State.** The State shall retain the right to audit the Contractor's books to verify that the State is receiving all net prices, discounts and rebates.
7. All video spots must contain closed-captioning.
8. **Social Media Marketing** is listed in this RFP as **Attachment I** and is inclusive in this category and solely refers to digital marketing.
9. **Creative services for creating media for media placement/buying are NOT inclusive of this service offering and must be done under the Marketing, Public Relations and Advertising Category.**
10. **Contractor must be able to edit the original creative file, and distribute it to media outlets with instructions for placement and frequency.**
11. All invoicing received from the vendor must have detailed support to include separate lines showing all billable transactions. The Attached Budget Summary Sheet (Attachment M) must accompany all invoices. The State Agency will not pay invoices that lack detailed support documentation. Delayed invoicing, billing, or payments due to lack of detailed support documentation with invoices is the responsibility of the Contractor. The Contractor is responsible for all payments to the subcontractor. **To ensure the integrity of all campaigns, the prime Contractor must, within 30 days of receipt of payment for the State, fulfill corresponding payment obligations to subcontractors.**



**CAV-1**  
SF 53349  
(R/08-07)

*Indiana Department of Revenue*  
**Vendor, Contractor, or Subcontractor Confidentiality Agreement**

Indiana Code section 6-8.1-7-1(a) and Chapter 45 of the Indiana Administrative Code, Section 15-7, et seq., make all information acquired in administering taxes confidential. The Indiana Administrative Code and applicable statutes (collectively “Code”) hold a vendor, contractor or subcontractor and their employees who sell a product or provide a service to the Indiana Department of Revenue, or who access Department data, to the strict confidentiality provisions of the Code. Confidential tax information includes, but is not limited to, information obtained in connection with the administration of a tax or information or parameters that would enable a person to ascertain the audit selection or processing criteria of the Indiana Department of Revenue for a tax administered by the Department.

**INSTRUCTIONS:** Read this entire form before you sign it. If you do not complete this agreement, you will be denied access to the Indiana Department of Revenue and federal tax information. After you sign and date this form, keep a copy for your records. Send the original to: Disclosure Officer, Indiana Department of Revenue, 100 N. Senate Avenue, Room N-248 Indianapolis, IN 46204-2253.

Company Name and Address (Street or RR#, City, State, Zip Code)	Official or Employee Name
Name of State of Indiana Agency	Employee Identification Number or Driver’s License Number
	Sub-Contractor’s Name if Product/Service Furnished to Contractor
Describe here or in a separate attachment the product or service being provided to the State of Indiana Agency.	

**Confidentiality Provisions. It is illegal to reveal or browse the following, except as authorized:**

- All tax return information obtained in connection with the administration of a tax. This includes information from a tax return or audit and any information about the selection of a return for audit, assessment or collection, or parameters or tolerances for processing returns.
- All Indiana Department of Revenue or federal tax returns or tax return information made available, including information marked “Official Use Only”. Tax returns or tax return information shall not be divulged or made known in any manner to any person except as may be needed to perform official duties. Access to Department or federal tax information, in paper or electronic form, is only allowed for compliance or collection purposes, or otherwise permitted under 45 IAC 15-7-1. Disclosure of return information to other employees of your department, agency, division or office, must meet statutorily-defined criteria and must be required for them to perform their official duties.
- Confidential information shall not be disclosed by a department employee to confirm information made public by another party or source which is part of any public record. IC 6-8.1-7-1(a).

**Penalty. Violating confidentiality laws is a felony, with penalties as described:**

**Agency Discipline**

Absence of criminal prosecution does not prevent your agency from pursuing internal sanctions for unauthorized accessing, browsing, or disclosing state or federal tax returns or tax return information.

**Indiana Penalties**

IC 6-8.1-7-1(a) prohibits the disclosure of any Indiana tax return or information contained in a return. Browsing is defined as examining a return or return information acquired without authorization and without a need to know the information to perform official duties. Violators of IC 6-8.1-7-1 are guilty of a Class C misdemeanor and subject to any and all fines and penalties so prescribed. State employees will be immediately dismissed from state service upon conviction.

**Federal Penalties**

If you willfully disclose federal tax returns or tax return information to a third party, you are guilty of a felony with a fine of \$5,000 or imprisonment for five years, or both, plus prosecution costs according to the Internal Revenue Code (IRC) §7213, 26 USC 7213.

In addition, inspecting, browsing or looking at a federal tax return or tax return information without authorization is a felony violation of IRC §7213A, 26 USC 7213A, subjecting the violator to a \$1,000 fine or imprisonment for one year, or both, plus prosecution costs. Taxpayers affected by violations of §7213A must be notified by the government and may bring a civil action against the federal government and the violator within two years of the violation. Civil damages are the greater of \$1,000 or actual damages incurred by the taxpayer, plus the costs associated with bringing the action, 26 USC 7431.

### **CERTIFICATION**

I acknowledge that I have read this Agreement, which is intended to help me understand applicable Indiana and Federal law related to the protection of confidential information. I understand that failure to comply with applicable law, including the laws referenced in this Agreement, may subject a violator to criminal and civil penalties.

Name: \_\_\_\_\_  
(print)

Signature \_\_\_\_\_

Date: \_\_\_\_\_

### **WITNESS**

Name: \_\_\_\_\_  
(print)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# ATTACHMENT L

## STATE OF INDIANA MEDIA REQUISITION

Please return completed form to: the Governor's Office @ e-mail address *Please note: the vendor will not begin work until it has a fully signed and completed Purchase Order from the agency. The Purchase Order number should be noted below and the fully signed, completed Purchase Order should be attached to this document.*

<b>Date:</b>	<b>Purchasing From:</b>	<b>Media Budget:</b>
<b>State Agency:</b>		<b>Creative Agency (local or national):</b>
<b>State Agency Contact:</b>		<b>Creative Agency Contact:</b>
<b>Phone:</b>		<b>Phone:</b>
<b>E-Mail:</b>		<b>E-Mail:</b>
<b>Campaign:</b>		<b>Flight Dates:</b>
<b>P.O. Number (required):</b>		<b>Geographic Target Areas:</b>
<b>Billing Contact (Including Street Address):</b>		<b>Current Social Media Platforms:</b>

**RADIO**      Length of Spot: :15      :30      :60

**TV**      Length of Spot: :15      :30      :60

**WEB**      Please list ad sizes and video available:  
                   300X250     300X600     728X90     Other :

**OUTDOOR**      Size:

**NEWSPAPER**    Size:                    # of Colors:

**MAGAZINE**      Size:                    # of Colors:

**MANIPULATIVE FILES AVAILABLE TO CREATE ADDITIONAL CREATIVE ASSETS**

Please describe:

**CREATIVE MATERIALS TO BE DEVELOPED BY**

**VENDOR**

**PRIMARY TARGETS**

Demographic	
Audience Profile	

**SECONDARY TARGETS**

Demographic	
Audience Profile	

**CAMPAIGN OBJECTIVES INCLUDING URL FOR RESPONSE**

--

**VALUE-ADDED REQUESTS - PLEASE DESCRIBE**

--

**OTHER COMMENTS/SPECIAL INSTRUCTIONS**

--

- TRAFFIC INFORMATION ATTACHED ON STATE TRAFFIC REQUISITION FORM
- TRAFFIC INFORMATION TO BE PROVIDED LATER
- TRAFFIC INFORMATION NOT REQUIRED

<b>GOVERNOR'S OFFICE APPROVAL:</b>
------------------------------------



# STATE OF INDIANA TRAFFIC REQUISITION

Please return completed form to the Governor's Office @ e-mail address

<b>Date:</b>	<b>Creative Agency:</b>
<b>State Agency:</b>	<b>Creative Agency Contact:</b>
<b>State Agency Contact:</b>	<b>Phone:</b>
<b>Phone:</b>	<b>E-Mail:</b>
<b>E-Mail:</b>	<b>Flight Dates:</b>
<b>Campaign:</b>	<b>P.O. Number:</b>

## RADIO SPOTS

### Spot Distribution Method

\_\_\_ DG Systems

Production House:

\_\_\_ E-mail MP3

Production House Contact:

\_\_\_ CD

Production House Phone:

Spot ISCI Code	Spot Length	Spot Title	Spot Rotation	Spot Flight Dates

## TELEVISION/CABLE SPOTS

### Spot Distribution Method

\_\_\_ DG Systems

Production House:

\_\_\_ Beta-SP

Production House Contact:

\_\_\_ DVD

Production House Phone:

Spot ISCI Code	Spot Length	Spot Title	Spot Rotation	Spot Flight Dates

### VALUE-ADDED COPY (IF ANY)

--

**COMMENTS/SPECIAL INSTRUCTIONS**

--

ATTACHMENT M  
STATE OF INDIANA  
MARKETING, PUBLIC RELATIONS AND ADVERTISING  
BUDGET QUOTATION SHEET

Shall be used for all quotes provided to State Agencies under this contract.\* If line is not applicable, mark as N/A.

**QUOTE #** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**LABOR**

	Job Title	Contractual Hourly Rate	Hours Allocated to Job	Extended Cost
1	Partner			
2	President			
3	Comptroller/Accounting Manager			
4	Account Director/Supervisor			
5	Account Executive			
6	Account Manager			
7	Project Manager			
8	Creative Director/Copy			
9	Creative Director/Art			
10	Senior Art Director			
11	Art Director			
12	Senior Copywriter			
13	Junior Copywriter			
14	Production Director/Print			
15	Production Director/Art			
16	Production Director/Media			
17	Producer			
18	Researcher			
19	Studio Manager			
20	Media Director			
21	Media Supervisor			
22	Media Planner/Buyer			
23	Interactive Specialist (Web - DVD)			
24	Web-Traffic Analyst			
25	Administrative Assistant			
26	Clerical			
27	Graphic Designer			
			<b>TOTAL LABOR COST:</b>	

**STATE OF INDIANA  
MEDIA PLACEMENT MARK UP**

Item	Cost to Vendor	Contractual Percentage Markup	Extended Cost
		<b>Total</b>	

**PASS THROUGH COSTS: MEDIA PLACEMENT (Non-Labor)**

Item	
<b>Total Cost:</b>	

**PASS THROUGH COSTS: MEDIA PRODUCTION (Non-Labor)**

Item	
<b>Total Cost:</b>	

**PASS THROUGH COSTS: NON-MEDIA PLACEMENT (Non-Labor)**

Item	
<b>Total Cost:</b>	

**TOTAL  
QUOTE: \_\_\_\_\_**

*\*This form is the minimum information required for quotes. Agencies may request more budget summary data and documentation upon request.  
All quotes must be numbered.*

# State Agency Name | Creative Brief **2019**

Program: **Date:**

Program Background:	
What is our problem?	
What greater problem is being created?	
What is our solution?	
What is the communication objective we must meet with this creative?	
What measureable goals are we trying to achieve?	
Who are we talking to and what makes them move?  Demographic/Psychographic	
What is our call to action?	
How do we want people to feel about our solution?	
Deliverables:	
Requirement:	
First concepts due:	
What is the anticipated budget?	

Agency Contact: \_\_\_\_\_ E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_

## ATTACHMENT O

### **Sub-Agreement - Scope of Work** *Represented as Exhibit C in the Master Services Agreement*

**Document Purpose:** *This document is identified as the template referenced in Exhibit C, as the sub-agreement template is to be utilized for adding additional scope of work during the contract period and shall provide a template that shall be completed by the Agency for the purpose of formality and confirmation of the expectations for the agency scope of work. The final version of this document shall be approved by the Agency, the Contractor, and the State, as part of this contract.*

This Sub-agreement Scope of Work ("this SOW"), entered into by and between the \_\_ (State Agency name here) \_\_ (the "State Agency") and the \_\_ (Contractor name here) \_\_ **USA, Inc.** (the "Contractor"), and reviewed for approval by Indiana Department of Administration on behalf of All State Agencies (the "State"), in consideration of those mutual undertakings and covenants, the parties agree as follows:

**State Agency Department(s):**

[\[click here\]](#)

**State Agency Address:**

[\[click here\]](#)

**State Agency Designee Name:**

[\[click here\]](#)

**State Agency Designee phone number(s), email, etc.:**

[\[click here\]](#)

**Vendor Designee Name:**

[\[click here\]](#)

**Vendor Designee phone number(s), email, etc.:**

[\[click here\]](#)

**Skill levels / job titles required:**

[Attach Budget Quotation Sheet](#)

**Duties Summary**

[Attach Proposal](#)

# ATTACHMENT O

## Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.

**In Witness Whereof**, Contractor and the State have, through their duly authorized representatives, entered into this Sub-agreement Scope of Work, as represented from the Master Services Agreement for **QPA# \_\_\_\_\_**. The parties, having read and understood the foregoing terms of this agreement, do by their respective signatures dated below hereby agree to the requirements thereof.

**Contractor:**  
**(Insert Vendor)**

**State of Indiana Agency:**

\_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Indiana Department of Administration**

\_\_\_\_\_  
Vendor Contract Manager

Date: \_\_\_\_\_