

Exception	RFP Section Number(s)	RFP Page Number(s)	Exception/Proposed Modification
State of Indiana			
J.P. Morgan has enclosed a current copy of its Master Commercial Card Terms Agreement ("Agreement") applicable to commercial card services offered by J.P. Morgan. J.P Morgan requests that this document be the governing document for any resulting relationship. J.P. Morgan agrees to negotiate this Agreement in good faith with the State of Indiana, to reach a mutually beneficial agreement with the State of Indiana during such negotiations.			
1.	22-67238 Procurement Travel Card.pptx	Slide 8	Exception: It is Bank's expectation that Bank's Master Commercial Card Agreement will govern any resulting relationship for Commercial Card Services. In the event State of Indiana makes the decision to further pursue service options with JP Morgan, we will be happy to review specific provisions from State of Indiana's that you consider mandatory, and to negotiate in good faith specific provisions of our agreement with you. JP Morgan does not waive its right to object to specific contractual provisions.
2.	67238 Request For Services		
3.			Bank is able to support affiliated entities via extension of the Agreement, as well as via separate contractual agreement with such entities leveraging the terms agreed upon between Bank and State of Indiana.
4.	Attachment B	18	Exception: It is Bank's expectation that Bank's Master Commercial Card Agreement will govern any resulting relationship for Commercial Card Services. Bank can agree to review specific provisions of the State of Indiana's contract that are considered mandatory. While specific provisions of the Client's Agreement have been called out in this document for exception, Bank maintains that the Bank's Master Commercial Card Agreements will govern the resulting business relationship and that Bank does not waive its right to object to any specific contractual provisions.
5.	Attachment B	Pg. 18, K.7.	Exception: Bank will comply with any agreed upon Service Level that is applicable to the Services.
6.	Attachment B	Pg. 19, K. 27	Exception: Bank requests deletion of this entire provision.
7.	Attachment B	Pg. 21, O.4	Exception: Bank requests deletion of last two sentences as they are inapplicable to Commercial Card Services.
8.	Attachment B	Pg. 23, N	Exception: Please note that Bank's Master Commercial Card Agreement shall govern payment, payment methods, payment frequency, etc.
9.	Attachment B	Pg. 24, O	Exception: Please note that Bank's Master Commercial Card Agreement shall govern Data Privacy and Security Specifications. Bank can provide SOI with the its Data Privacy and Security Addendum.

10.	Attachment B	Pg. 24, P	<p>Exception: The bank requests deletion of this section in its entirety. Bank can agree to the following language:</p> <p>Bank shall be liable only for Client's actual damages which Client suffers or incurs as a direct result of Bank's negligence or willful misconduct and shall not be liable for any other loss or damage of any nature. Bank does not agree to indemnification as a matter of public policy.</p>
11.	Attachment B	Pg. 25, Q.1	Exception: The bank requests deletion of this section in its entirety.
12.	Attachment B	Pg. 27-28, 2.A.-2.C	Exception: Please note that Bank's Master Commercial Card Agreement shall govern payment, payment methods, payment frequency, etc
13.	Attachment B	Pg. 29, 4	<p>Exception: Bank can agree to the following language:</p> <p>Upon reasonable notice and at no expense to Bank, Client has the right to access and examine such directly pertinent records of Bank directly related to transactions performed under this Master Agreement that Bank may retain in accordance with its data retention policies and practices as may be applicable from time to time until the expiration of the applicable statute of limitations, but in no event beyond six (6) years from the date of the relevant transaction. Notwithstanding the foregoing or anything to the contrary in this Master Agreement, the Client acknowledges that Bank does not permit general inspections or general third party audits due to the confidentiality and security obligations related to financial and customer data required of financial institutions and that the Client shall not be entitled to access any examination reports or filings made by or to the Bank's regulators or other applicable supervisory authorities or any other data or information that the Bank is precluded by contractual commitment, regulation, or other applicable law from disclosing to third parties.</p>
14.	Attachment B	Pg. 29, 5	Exception Bank may assign this Master Agreement, or any of the interests, rights, payments or obligations hereunder to any wholly-owned subsidiaries of JPMorgan Chase & Co. without the consent of the Client.
15.	Attachment B	Pg. 29, 6	Exception: Bank requests deletion of this Section in its entirety.
16.	Attachment B	Pg. 29, 10,	Exception: The Bank shall comply with all laws applicable to Commercial Card.
17.	Attachment B	Pg. 29, 11	Exception: Bank requests deletion of the last sentence of this Section in its entirety.
18.	Attachment B	Pg. 29, 16	Exception: Disputes between the Parties shall be governed by Bank's Master Commercial Card Agreement.
19.	Attachment B	Pg. 29, 23	Exception: HIPPA is inapplicable to Commercial Card Services. As a result, Bank is not subject to HIPPA.
20.	Attachment B	Pg. 29, 23	Exception: Bank does not provide indemnification as a matter of policy.
21.	Attachment B	Pg. 40-41, 45, 46	Exception: Bank will agree to the following termination language:

			<p>A. Either Party may terminate this Master Agreement for any or no reason upon sixty (60) days prior written notice to the other Party.</p> <p>B. Either Party may terminate this Master Agreement immediately upon the occurrence of one or more of the following events: (i) the other Party's violation of Applicable Law, (ii) the liquidation, insolvency or dissolution of the other Party, (iii) the voluntary or involuntary filing of bankruptcy proceedings or similar proceedings with respect to the business of the other Party, or (iv) with the exception of a payment obligation, a Party's breach of a material obligation under this Master Agreement that is not cured within thirty (30) days following receipt of written notice of the breach from the non-breaching Party.</p> <p>C. In addition, Bank may immediately (a) terminate this Master Agreement, (b) terminate one or more services provided for in this Master Agreement, and/or (c) terminate one or more Cards upon the occurrence of one or more of the following events: (i) Client fails to remit any payment in accordance with the terms of this Master Agreement, (ii) there is a default by Client or its parent, subsidiary or affiliate in the payment of any debt owed to Bank or a Bank-related entity under any other agreement, (iii) there is a material adverse change in the business, operations or financial condition of Client, or (iv) any representation or warranty made by the Client or any financial statement or certificate furnished to Bank, shall prove to be inaccurate, false or misleading in any material respect when made.</p> <p>D. This Master Agreement shall terminate immediately upon the termination of all Accounts issued pursuant to this Master Agreement.</p> <p>E. In the event of termination of this Master Agreement by Bank in accordance with Section 8.C or Section 8.D above, Client shall immediately pay all amounts owing under the Agreement, without set-off or deduction.</p> <p>F. In the event of termination of the Master Agreement for any reason other than by Bank in accordance with Section 8.C or 8.D above, Client shall pay all amounts due and owing under this Master Agreement in accordance with the settlement terms of the Program, without set-off or deduction.</p> <p>G. Upon termination of this Master Agreement for any reason, Client shall promptly destroy all physical Cards furnished to Cardholders.</p> <p>H. Client (upon notice to Bank) may suspend or terminate any Account or any Card under any Account at any time and for any reason.</p> <p>After this Master Agreement or any Local Schedule terminates or expires, the terms of this Master Agreement that expressly or by their nature contemplate performance after termination or expiration will survive and continue in full force and effect. Notwithstanding anything to the contrary contained in this Section 8, the provisions of this Master Agreement shall remain in effect until all Cards and Accounts have been cancelled.</p>
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MASTER SERVICES AGREEMENT

Contract # 000000000000000000XXXXX

This Master Services Agreement ("Contract"), entered into by and between the State of Indiana through the Indiana Department of Administration (the "State") and VENDOR_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 the 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 Procurement and Travel Credit Cards. The Contractor shall provide these services and commodities necessary to the State as set forth in RFS #22-67238, the Contractor's response, and clarifications, 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 C = Service Level Agreements
Exhibit D = Definitions and Abbreviations
Exhibit E = Contractor Implementation Plan
Exhibit F = ACH Payment Notification

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 " 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. Overview of Card Program Requirements

1) Card Types

All cards issued by the Contractor shall be chip-based for both domestic and international use. Contractor shall be able to provide, at a minimum, the following card types:

- a. Procurement Card: Physical card intended as a method of payment for goods and services.
- b. Travel Card: Physical card used for travel expenses.

2) Liability

The cards shall have the ability to be issued to either an agency/entity or to an individual. Cards issued by the Contractor shall have the optional capability of having, at the selection of the State Contract Administrator or Other Entity Program Manager, Corporate or Joint & Several Liability.

While the State only desires Corporate liability for its card program, both types of liability shall be offered for Other Entities.

C. Implementation and Transition

1) Implementation - Overview

The Contractor will provide a plan for the transition of currently issued credit cards along with integration of the Program with the State accounting system, including the data elements transmitted between systems. A detailed list of all functions and access available to the State's Contract Administrator must be included in the plan and submitted with the proposal. The State requires at minimum three successive successful tests of the file transfer/interface to allow it to be approved. Failure to provide a viable file transfer/interface by a date agreed upon by the Contractor and State may result in cancellation of the Contract.

The Contractor shall meet with the State and form an Implementation Plan timeline for the overall initial 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.

Key elements of the plans include, but are not limited to:

- Support resources
- Card issuance
- Administrator access training
- Hierarchy and central bill creation
- Chart of accounts creation (for interface plan only)
- File transfer/interface creation and testing
- Timelines (including Card Conversion Service Level Agreements found in Exhibit C)
- Proposed completion dates

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 - Phases

The Contractor shall complete the Implementation project in the following phases, and the Contractor shall provide a draft and final copy of the Implementation 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.

The Contractor shall conduct a kick-off meeting with appropriate State staff to be held at the State's office in Indianapolis, Indiana. During the kick-off meeting, the Contractor shall elaborate on the general approach, plan, and methods for implementing their solution(s) in Indiana. This meeting should occur no later than fifteen days of the Effective Contract Date. During this meeting, the Contractor shall present, among other things, its proposed Implementation Plan for State review. This meeting will include discussion of creation and insertion of cardholder materials, specific to State of Indiana program.

b. Planning

The Contractor shall establish business and program 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.

The Contractor must prepare a Transition Plan detailing its assumption of the work detailed in this Contract from the vendor currently providing these services to the State. The Transition Plan must include detailed steps and procedures necessary to prepare for, transition, and provide all services required for the Credit Card Program and this Contract with minimal disruption to Agencies, State, Cardholders, and other stakeholders. This Plan must include details on how the Contractor plans to interface with the current vendor to transfer data and responsibilities during the transition. The State shall approve the final plan and may require changes to the plan.

The Contractor will propose a Transition Plan that supports a fully tested transition of services prior to the expiration of the current contract and ideally with sufficient buffer should there be unforeseen circumstances related to the Transition. The Transition Plan will include a Contingency Plan in case the conversion cannot be completed as scheduled.

c. Execution and Control

The Contractor's implementation team shall carry out the project and perform project activities. The Contractor shall include Internal Quality Assurance (QA) testing on the integrating with PeopleSoft ERP and sending transaction data as well as receiving ACH payments for monthly statements. Once the internal QA requirement for functionality and operability have been satisfied, the Contractor shall offer the project to the State for testing. This process shall continue until the State is satisfied that the application meets the Contractor's contractual obligations, as well as the specifications defined in the Implementation Plan.

During the transition, Cardholders will not be negatively impacted in their ability to use credit cards. Any system outage required to accommodate the transition

must not exceed twelve hours and will only occur during a timeframe when impacts to the Cardholders are minimized.

The Contractor shall be ready to issue cards and perform all duties of this Contract in accordance with a mutually agreed upon timeline with the State. However, in no event shall that date be March 31, 2023 or later. This includes but not limited to the following activities being fully completed and successful to State's full approval: Creation and issuance of all requested central bills, creation and issuance of new individual plastic cards to all requested cardholders, correct card limits and controls assigned to accounts, State approved cardholder materials, online platform up and fully accessible with all State account information, integration with PeopleSoft ERP with ability to accept and load transaction data from Contractor to State, training provided to all involved parties including dissemination of user guides, and integrated ACH payment process from State to Contractor.

If the Contractor fails to complete any step of any implementation timeline within the allotted amount of time, the Contractor will pay the associated administrative fees within Exhibit C Service Level Agreements. There will be no limit on amount of times or instances the State can accept any administrative fees. If the Contractor believes an Agency caused the delay, the Contractor must provide all documentation and explanation of delays for IDOA determination. The Contractor will honor IDOA determination once officially made. The Contractor will follow this process and requirements for transition at the termination of this Contract as well.

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 topics such as program success, improvement opportunities, end-user feedback, and spend data review. The Contractor will provide detailed account listings and reference materials for the new accounts and for each Central Bill including any necessary information for the State Contract Administrator to effectively manage the program. 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.

4) 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.

d. Training

i. Implementation Training

At no additional cost to the State, the Contractor shall work with the State and Ordering 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.

ii. Post-Implementation Training

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

D. Card Format and Account Controls

1) Card Format

a. All cards shall be able to be issued in real (plastic) format. The Contractor shall have the ability to offer slightly different formats (e.g., card color) to allow the Participating Entities to differentiate between different cards.

b. All cards issued by the Contractor shall have the following information on the front of the card, at a minimum:

- Cardholder name
- Entity name
- State of Indiana
- Tax exemption statement and Tax ID Number
- Card number
- Card expiration date
- Additional verbiage as determined by the State

c. All cards issued by the Contractor shall have the following information on the reverse of the card, at a minimum:

- Contractor's customer service information
- Authorized signature line
- Authorized usage verbiage to be determined by the State
- Entity identification

2) Controls

a. Central Bill Aggregate Credit Limit

Each Participating Entity shall determine its aggregate credit limit per central bill. The Contractor shall have an electronic process in which the State Contract Administrator or Other Entity Program Manager can request a permanent or temporary, increase or decrease adjustment of the entity aggregate credit limit without needing to adjust the credit limit dispersed to other accounts.

b. Individual Account Settings

To customize a card to an individual cardholder or Participating Entity, Contractor shall have the ability to place on individual cards one or more unique controls and/or customizations. The State Agency or Other Entity Program Manager for the

applicable Entity shall inform the Contractor of any unique features required. The following categories shall be available on a permanent or temporary basis:

i. Dollar Limits

- Transaction amount (monetary and frequency)
- Daily spending amount (monetary and frequency)
- Single amount limit
- Credit limit
- Other amounts (monetary and frequency)
- Limit or prohibit cash advances

ii. Limits by MCC (by transactions per day, transaction limits, and monthly spending limit)

- Transaction Volume Limits
- Transaction Amount (monetary and frequency)
- Daily spending amount (monetary and frequency)
- Single amount limit

c. Override Process

Contractor shall have an online platform in place that is available twenty-four (24) hours per day, every day of the year. Immediate override capabilities shall be available to allow the State Contract Administrator or Other Entity Program Manager to authorize specific transactions that may otherwise be prohibited or denied, and to make real-time temporary or permanent adjustments to the assigned controls.

The State Contract Administrator shall be allowed to assign Merchant Category Codes (MCC) and modify assigned coding in real time. The State Contract Administrator or Other Entity Program Manager shall have the ability to assign and/or modify MCC groups in bulk to multiple users or at an individual card level.

The State Contract Administrator or Other Entity Program Manager shall be able to request or independently update and make account changes, such changes may include card expenditure limits, transaction limits, purchase restrictions, cardholder name, cardholder billing address or telephone number, termination or non-renewal of a cardholder account, account status (new, active, suspended), creation of new card account or reissuance of current card account.

All changes will be effective immediately in real-time.

d. Override Insights

The State Contract Administrator or Other Entity Program Manager shall be able to see changes made to an account profile and who made those changes.

e. Split Transactions

Contractor's online platform shall have a way of identifying and flagging potential split transactions to avoid the established single transaction limit set for a card but the split transaction should not be denied.

E. Account Creation and Card Issuance

1) Central Bill Creation

Post initial-implementation, Contractor shall have the ability to create new central bill accounts within one month of request from State Contract Administrator or Other Entity Program Manager. Contractor shall have the ability to mirror the new accounts from existing account setup or as directed. The central bill account numbers will not be valid credit card numbers. The monthly central bill credit limit shall renew at the beginning of each new billing cycle regardless of payment status.

2) New Individual Account Application Submission

Contractor shall have the ability to receive electronic application requests to create new credit card accounts via both email or Online Platform. All individual accounts will be associated with a new or existing central bill. The Contractor will not allow any State account to be created without an associated central bill. The Contractor will not collect any personal information for application purposes such as social security number, date of birth, or home address.

3) Card Issuance and Delivery

The Contractor shall deliver all new procurement or travel cards to the State Contract Administrator; new accounts shall not be mailed directly to the cardholder from the Contractor unless directed by the State Contract Administrator. Contractor shall provide the State Contract Administrator or Other Entity Program Manager an updated electronic (Excel) list of cards issued/reissued/replaced for the Entity at an agreed upon interval; information shall include card account number, cardholder, entity name or hierarchy and expiration date.

The State procurement and travel cards shall be delivered in an inactive status but shall include State of Indiana specific instructions for the cardholder to activate accounts. The instructions shall be developed with and approved by the State Contract Administrator. The Contractor shall include the instructions each new cardholder packet. Any additional Contractor materials shall be reviewed and approved by State Agency Program Manager.

Contractor will provide free tracking verification for every card shipped. The tracking verification shall be made available in the Contractor's online platform.

a. Delivery - New/Standard

Contractor shall create accounts and cards will be received within ten (10) business days after the receipt of an approved application from the State Contract Administrator or Other Entity Program Manager or within the agreed upon extended implementation time frame. Contractor will confirm applications are approved within one business day of receipt. If the application is not approved, the Contractor will include details of necessary corrections for resubmission. Renewals

b. Delivery – Replacement Lost or Stolen

A card can be reported lost or stolen via Contractor's customer service phone number or electronically via email or the Contractor's online platform. Contractor shall be able to accept the State's lost or stolen card requests from the State Contract Administrator, State Agency Program Administrator, or cardholder.

Upon receipt of the report of a loss or stolen card Contractor shall immediately cancel the lost or stolen card and shall notify the State Agency Program Manager

or Other Entity Program Manager of the action taken. Contractor shall mail a replacement card the same day or next day of receiving the report of a lost or stolen card.

In the instance of lost cards or fraudulent charges, the Contractor shall immediately close the account and issue a new card. The new card shall be received within five (5) business days to the State Contract Administrator or Other Entity Program Manager.

c. Delivery – Replacement Damaged

In the instance of damaged cards, the Contractor shall immediately reissue the physical card with the same account number and information. The reissued card shall be received within five (5) business days to the cardholder. Contractor shall be able to accept the State's damaged card requests via phone or electronic request from the State Contract Administrator, State Agency Program Administrator, or cardholder.

b. Delivery - Renewals

Individual plastic cards shall normally be reissued every thirty-six (36) months, at least thirty (30) days prior to the expiration of the card(s). The State Contract Administrator or Other Entity Program Manager reserves the right to adjust this schedule based on the needs of their specific Entity.

Contractor shall submit to each applicable State Contract Administrator or Other Entity Program Manager a list of active card(s) scheduled for renewal at least sixty (60) days prior to the expiration. The list shall include cardholder name, entity name or hierarchy, account number, expiration date, and cardholder address.

The State Contract Administrator shall notify the Contractor, in writing, which cards are to be reissued. No card shall be reissued without the written approval of the State Contract Administrator. Once approved, the Contractor shall directly mail the cardholder the reissued card to the address on file.

c. Delivery - Expedited Card Creation

Contractor shall have the ability to expedite new account creation and card delivery in rush situations in which accounts are created and cards are delivered within five (5) business days or less of an approved request.

d. Delivery - Emergency Card Creation

The Contractor shall be able to issue emergency cards (e.g.; high credit, no expiration, no MCC restrictions) within one to two (1-2) business days or less or an approved request.

4) Account Maintenance

The Contractor and State will mutually agree upon parameters in which an account can be closed or purged from the State program.

Accounts will not be automatically closed and/or purged without State Contract Administrator or Other Entity Program Manager approval. Contractor shall submit a list of active card(s) eligible for purging one month prior to scheduled purge date. The list shall

include: cardholder name, entity name or hierarchy, account number, cardholder email address (if available), last transaction date, and expiration date.

The State Contract Administrator or Other Entity Program Manager shall notify the Contractor, in writing, which cards are to be purged or remain active. No card shall be purged without the written approval of the State Contract Administrator or Other Entity Program Manager.

A denied purged request will result in the renewal of the account and reissuance of card for another thirty-six (36) months. An approved purged request will result in the permanent closure of an account.

5) Cost

The Contractor shall not charge the State fees for creating any accounts, issuing cards, or delivery.

F. Transactions and Data Integration

1) File Layout

Contractor shall provide to the State Contract Administrator or Other Entity Program Manager detailed information of transactions, charges, and credits for integration with the State's or Participating Entity's accounting systems.

For the data provided to the State, the Contractor shall download transaction data in a format that can be loaded directly to the State's general ledger or accounts payable system, using an export program (called a mapper). Mappers shall be run daily prior to or at an agreed upon time. The State may download the accounting export file online at any time. Contractor shall map MCC codes to the State's general ledger of accounts by object code, by vendor. Contractor shall provide software to allow the State to override auto-mapped transactions to customize accounting as appropriate. Contractor shall provide this information to integrate with the State's PeopleSoft ERP system.

Data file layout shall be developed to meet the State's requirement for file transfer or interface to the State's PeopleSoft ERP system. The Contractor shall include a date, in an agreed upon format, in every file.

2) File Delivery

The credit card transaction data file will be delivered to the State at agreed upon times and will be delivered thereafter at the agreed upon time in accordance with the Service Level Agreements found in Exhibit C Service Level Agreements. The State will be notified of any delays in accordance with the Service Level Agreements found in Exhibit C Service Level Agreements.

3) Miscellaneous Transactions - Credit and Fees

- a. Posted credits shall include a reference to the original debit. Credits that are loaded to accounts shall not have an expiration date and will be available until processed by the Agency; accounts will not be issued a paper check for unused credits. The Contractor shall be able to process monthly payments net any credits.

b. State agreed upon fees must be loaded through the State's PeopleSoft ERP solution and shall be included on the associated statement and invoice. Fees shall be processed, applied and paid in the same manner as standard charges.

c. The Contractor shall have in place a process to electronically apply any potential delinquency or late payment fees incurred to the appropriate central bill account. Late payment fees shall include an agreed upon, unique industry standard code. All fees shall include agreed upon, unique industry standard codes, such as Late Fee- Code 88.

d. The State shall not accept any fees, including delinquency fees or late payment fees if the fees are not correctly received and able to be loaded through the State's PeopleSoft ERP solution and included in the monthly invoice amount due. If these requirements cannot be met, the fees are void and a new invoice will be issued in accordance with Exhibit C Service Level Agreements.

4) Minimum data requirements

At a minimum, Contractor shall record and include the following data for each transaction with the daily card transaction data file:

- a. Date of purchase
- b. Cardholder name
- c. Account number
- d. Merchant category code
- e. Merchant name
- f. Merchant address (City and State)
- g. Merchant Federal Identification Number
- h. Purchase amount
- i. 1099 reporting data
- j. Posting date
- k. Contractor processing/reference number
- l. Level I, II, III merchant data

5) Upgrades

The Contractor must make future technology upgrades, including but not limited to, its card transaction data file processes to reflect advancements in technology, hardware, and software at no cost to the State and no reduction in rebate sharing. All such upgrades must be announced in advance of any change. The State must be provided yearly with an annual maintenance schedule and be notified within 24 hours of any unscheduled maintenance. More time shall be requested depending on the integration level required. The Contractor must allow for reasonably adequate time for the State to review any changes to the credit card program and processes, especially changes involving multiple Stakeholders and the potential for cardholders to not be able to use cards. Failure to provide reasonably adequate lead time for review and approval may result in Corrective Action Plans pursuant to Exhibit C Service Level Agreements. The State reserves the right to request Corrective Action Plans for poor service not listed in Exhibit C Service Level Agreements if the Contractor's disruption to the program is deemed significant by the State; guidance for the Corrective Action Plan is found in Exhibit C Service Level Agreements.

For all technology or program process required maintenance and upgrades, the Contractor shall provide to IDOA, GMIS and AOS an implementation schedule that includes a period of testing and validation prior to the go-live date. IDOA, GMIS, and AOS must approve the upgrades prior to implementation.

6) Technical Support

The Contractor must provide on-going technical support related to program performance, data integrity, interface file processing, transaction approval or disputing, report creation, or query functionality. The Contractor must provide a single point of contact for technical support.

G. Disputes and Fraud

1) Resolution Procedure

Contractor shall provide a resolution procedure for dealing with disputed and fraudulent transactions resulting from unauthorized charges, errors in cardholder billings, or problems with charges for merchandise or services that are not resolved between the Cardholder and Merchant. Disputes shall be submitted electronically or by phone by the Cardholder, Agency Representative, or Participating Entity.

Contractor shall notify the Bank of any Transaction the Participating Entity disputes within sixty (60) days of the last day of the Cycle during which such Transaction is charged to the Participating Entity. The Participating Entity shall use commercially reasonable efforts to assist the Bank in attempting to obtain reimbursement from the Merchant. The Bank shall use commercially reasonable efforts to assist the Participating Entity in attempting to obtain reimbursement from the Merchant.

2) Crediting Disputes and Payments

The Contractor will credit the State's cardholder account for the total amount of the disputed or fraudulent charges. If upon resolution of a dispute it is found that the transaction was an authorized charge, the Contractor shall reverse the credit and the associated account shall be liable for the payment within the payment terms.

3) Notice of Potential Fraud

Contractor shall include State Contract Administrator or Other Entity Program Manager when initially notifying a cardholder of possible fraudulent activity. The State's preferred method of communication is via email though cardholders shall have the ability to sign up for text alerts. The State Contract Administrator shall be included on all correspondence with Cardholders relating to potential fraud. The Contractor shall provide reasonable, immediate notice to the cardholder and State Contract Administrator, State Agency Program Manager, and/or Other Entity Program Manager of potential fraud. The Contractor will temporarily suspend the account until recent transaction activity can be verified by the cardholder, State Contract Administrator, State Agency Program Manager, and/or Other Entity Program Manager.

H. Restricted Items

The Contractor shall not supply any items that are restricted and/or part of existing State of Indiana QPA's or "state use" contracts unless authorized in writing by the State's Contract Manager. The Contractor shall restrict credit cards from purchasing the following except as authorized by the State Contract Administrator: Merchant Category Codes the State deems inappropriate for procurement and travel card use, such as entertainment purchases, cash advances from banks or automated teller machines, State sales tax (including hotel taxes), gift cards or certificates, and any other categories the State deems inappropriate.

The State Contract Administrator shall be able to request adjustments to restrictions to the Contractor in writing; the Contractor will make the requested adjustments to the specified accounts within one business day. The Program shall not be used to provide individual fuel, oil, or vehicle associated purchases which fall within the parameters of the Statewide fleet card contract. Furthermore, the State is not responsible for the transactions between the Contractor and other Participating Entities.

I. Online Platform

1) Performance

The online platform shall run under commonly used web browsers. At a minimum the software shall support Internet Explorer v11 or higher, or Edge, Chrome v71 or higher, Firefox v62 or higher, and Safari v12 or higher for iOS operating systems.

2) Database Technology

The online platform shall allow designated administrators at each Participating Entity to:

- a. Request new cards
- b. Request replacement cards
- c. Cancel cards in real time
- d. Suspend/Unsuspend cards in real time
- e. Change individual transaction limits in real time (permanently & temporarily)
- f. Change credit limits in real time (permanently & temporarily)
- g. Check current balances in real time
- h. Monitor authorizations/declines in real time
- i. Create Authorized Users and set up role specific profile access within the online platform
- j. Change Cardholder profiles and reissue a card automatically for any changes that affect the appearance of the card
- k. Provide mass updates for chart of account information, billing address, spend limits, and hierarchical changes
- l. Reset passwords in real time
- m. Open / Close MCC codes in real time (permanently & temporarily)
- n. Provide automated and manual email capabilities
- o. Ability to receive, process, and report on Level I, II, and III data
- p. View all transactions by Cardholder and/or departmental unit, including Level I, II, and III data
- q. Identify potential split transactions to avoid the established single transaction limit set for a card
- r. Include the ability to dispute transactions and track the dispute status electronically
- s. Change organizational structures, in real time
- t. Assign Cardholders to specific user groups, in real time
- u. Create custom reports for general administration
- v. Track transaction activity for audit purposes
- w. Include an audit function to identify a user who made changes to cardholder or transaction information
- x. Perform other routine management tasks

3) Master File

The Contractor's cardholder master file online must contain, at a minimum, the following information:

- a. Cardholder name
- b. Second line of embossing
- c. Account address
- d. Phone number

- e. Email
- f. Single transaction limit
- g. Cycle spending limit
- h. Merchant category code/Profile
- i. Last Date Used
- j. Expiration date
- k. Status (including date account was Opened, Closed, Purged etc.)
- l. Agency/Office Identifier
- m. Employee ID
- n. Other fields

4) User Access

The Contractor shall provide the State different access roles in its online platform. At minimum, the various roles should be able to designate: All Access, Department Access, View Only, and Cardholder Only access. The online platform shall limit access to users by hierarchy levels.

The State Contract Administrator shall advise Contractor on the State's individual roles and responsibilities. The Contractor shall assist in creating all User Profiles at initial implementation of Contract. The State Contract Administrator shall collect the employee information for the Contractor; the Contractor shall set up the profiles and assist Users with initial log-in. Contractor shall conduct multiple trainings for all new Users before final go-live of program kick off; training shall be role specific.

5) Maintenance, Upgrades, Technical Support

The Contractor shall make every effort to conduct online platform maintenance and upgrades without compromising the service provided to the State. Maintenance windows shall provide upgraded hardware, software, or additional items required to maintain quality assurance of the Contractor's online platform. The Contractor shall provide State communication in advance of all scheduled maintenance. Online platform maintenance and upgrades shall be performed with minimum, and with the goal of "no" online platform interruptions, maintaining or exceeding current 99.9% performance. The Contractor shall provide maintenance windows that are regularly scheduled. These windows shall occur outside of normal business hours and peak transaction times to mitigate any disruption in service. Standard maintenance windows shall include online platform/hardware upgrades, code deploys, network/database maintenance, as well as any change requests.

The Contractor shall provide communication to the State and Participating Entities via email in accordance with Exhibit C Service Level Agreements. Significant changes to the Contractor's platform that may potentially affect the State's ability to smoothly manage the program (such as outage periods without an emergency plan in place or accounts being incorrectly set up affecting cardholder's ability to use their cards) shall require an extended period for the State to review the planned changes. The Contractor shall not continue with changes until the State approves of the changes in writing.

6) Upgrades

The Contractor must make future technology upgrades to reflect advancements in technology, hardware, and software at no cost to the State and no reduction in rebate sharing. All such upgrades must be announced in advance of any change. The State must be provided yearly with an annual maintenance schedule and be notified within 24 hours of any unscheduled maintenance. More time shall be requested depending on the integration level required. The Contractor must allow for reasonably adequate time for the

State to review any changes to the credit card program and processes, especially changes involving multiple Stakeholders and the potential for cardholders to not be able to use cards. Failure to provide reasonably adequate lead time for review and approval may result in Corrective Action Plans pursuant to Exhibit C Service Level Agreements. The State reserves the right to request Corrective Action Plans for poor service not listed in Exhibit C Service Level Agreements if the Contractor's disruption to the program is deemed significant by the State; guidance for the Corrective Action Plan is found in Exhibit C Service Level Agreements.

For all technology or program process required maintenance and upgrades, the Contractor shall provide to IDOA, GMIS and AOS an implementation schedule that includes a period of testing and validation prior to the go-live date. IDOA, GMIS, and AOS must approve the upgrades prior to implementation.

7) Technical Support

The Contractor must provide on-going technical support related to program performance, data integrity, interface file processing, transaction approval or disputing, report creation, or query functionality. The Contractor must provide a single point of contact for technical support.

J. Reporting Requirements

1) Availability

Contractors shall online platform will have the ability to run any report as requested by the State. The reporting and transaction data shall be available for the past thirty-six (36) months from report date request; ad hoc reporting shall be accessible from the contract start date, at the State's request.

2) Format

The Contractor shall establish and maintain a standard format for all electronic reports. Electronic access shall consist of two parts: Part one shall provide for online queries via Contractor- supplied online platform for communication access to all existing account information including all current transaction data. Part two shall provide for availability of data in ASCII format that can be downloaded into software spreadsheets and SQL data bases to include the following criteria: account number, type of account, name, billing address, type of charge, amount of charge, date of charge and date of payment.

In addition, Contractors shall have the capability to provide all reports electronically. Electronic reports shall include electronic download of all online data into spreadsheet software and SQL data base; selection criteria may include: date of purchase, account number, Merchant FIN, and transaction amount. Electronic reports shall be accessible via the online platform twenty-four (24) hours per day, every day of the year.

The reporting system available within the online platform shall offer the download and creation of reports directly from the online platform in at least the following formats: Microsoft Excel, PDF, and delimited text.

3) Initial Setup

During the account set-up/implementation process, the Contractor shall work with each Participating Entity to establish reporting hierarchies to satisfy individual requirements. Contractors shall have the capability, at the entity's request, to direct levels of reports to

appropriate departments and/or personnel. Each Entity shall have the opportunity to choose which reports to receive.

4) Standard Report Examples

The Contractor shall provide all reports at no cost to the State or Participating Entities. The Standard Report Formats are as follows:

- a. 1099 Reporting capability to meet Federal guidelines/requirements
- b. Finance and Audit Reports designed for 1099 reporting
- c. Delinquent & Suspended Accounts Report providing a list of past due accounts with exact dollar amount past due and exact number of days past due as well as amounts in each of following categories: 1-30 Day, 31-60 Day, 61-90 Day, 91-120 Day, 121-150 Day, 151-180 Day, Charge-off Amount, and Current Balance.
- d. Participating Entity Report providing month-to-date and year-to-date summary data for each Cardholder
- e. Participating Entity Summary Report providing month-to-date and year-to-date summary data for applicable Entity shall be directed to the State Contract Administrator
- f. Account Information Report for Participating Entity providing Procurement Card Custodian transaction detail information
- g. Cardholder Activity Reports listing all Cardholder activity for at minimum the past thirty-six (36) months
- h. Cardholder Profile report listing cardholder information, account dollar limits, merchant code settings, open/closed dates, last transaction dates, and expiration dates
- i. Merchant Category Detail Report listing all purchases made within a particular Entity, subtotaled by merchant category code. Information includes: Merchant Category Code (MCC), Merchant Name, Merchant Location, Account Number, Transaction Date, Activity Code and Transaction Amount
- j. Transaction Detail Report with Level III data
- k. Financial Summary Report serving as the Official Invoice, shall be provided to the Designated Finance Office with a copy to the State Agency or Other Entity Program Manager
- l. Exception Reports that include list of overrides and declines
- m. Available Limit by Low Available Balance report to assist the State in monitoring spending limits for individual accounts and central bill accounts.
- n. Customized Reports: The Contractor shall work with the State and Participating Entities to create customized reports, using existing data, to meet the needs of Participating Entities and/or the State Contract Administrator. Customized reports shall be created at no cost to the State. This includes an annual report that includes only the following account information for the previous

year: Cardholder name, Entity name, Cardholder email address, status of account (ie: active or closed. If closed, must indicate date of card closure for the requested year. All other accounts closed from a different year will not be included).

5) Participating Entities

State Contract Administrator shall have access to the following reports that aggregate all contract data for both the State and Participating Entities. At a mutually agreed upon frequency, the following list of enterprise-wide reports shall be provided to the State Contract Administrator:

- a. Enterprise-wide Summary Report providing month-to-date and year-to-date summary data to include at a minimum: type of program, active and open card counts, spend volumes, file turn
- b. Participating Entity Contract Manager details to include organization name, contract manager name, title, email, and phone number

6) 1099 Reporting

Contractor shall meet Federal guidelines and requirements for 1099 reporting.

7) Up-Time

Contractor shall provide electronic access via an online platform, 24 hours a day, every day of the year, to account and transaction data sufficient to meet the needs of Participating Entities except for those periods when the online platform is down for maintenance. Reports should be downloadable from the online platform in at least the following formats: Microsoft Excel, PDF, and delimited text.

8) Access

For security purposes, access to the online platform shall be by password and limited to individuals within the Participating Entity authorized by the State Contract Administrator or Other Entity Program Manager.

All information shall be considered confidential and shall be made available only to the applicable Participating Entities on an individual basis unless authorized by the State Contract Administrator - (i.e. Department of Natural Resources shall have access to Department of Natural Resources accounts only). The State Contract Administrator shall have access to all accounts and shall have the ability to download all credit card numbers from online system reports.

9) Ad-Hoc and Custom Reporting

The Contractor shall provide the State and Ordering 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 or Ordering Agency 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.

10) 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 RFS documents (see Exhibit H RFS #22-67238 Documentation). 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.

K. Account Management and Customer Service

1) Minimum Staffing

The State requests all Contractors to provide job titles, descriptions, and qualifications for all customer service staff that shall work with the State and all entities over the duration of the contract. Contractors shall guarantee that there will be a dedicated customer service team and/or customer service manager for the State of Indiana. The Contractor shall provide to the State Contract Administrator a single point of contact with the authority to resolve account issues, billing and payment issues, contract management issues, and any issues escalated by Participating Entities.

2) 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 such as product deliveries, missing orders, receiving an incorrect item, billing errors, and most customer-specific issues can be handled at the Dedicated Account Manager level. The Dedicated Account Manager has access to information, including, but not limited to, order status, delivery information, backorder information, contracted pricing, standard offering item availability, and product information. The Account Manager shall also actively market the products and services of this Contract to Governmental Entities and local schools under the K-12 Indiana program. The Account Manager shall also work with the State Contract Manager on the details and management of the Savings Model.

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 with daily management of the card program as well as payment questions and issues.

3) Availability

Contractor shall provide a guarantee that customer service support will be available 24 hours per day, seven days per week (including holidays). This means that all phone calls should be answered by a live individual, and all other forms of communication should be answered within one (1) business day. Customer service specific Service Level Agreements can be found in Exhibit C Service Level Agreements.

4) Phone Assistance

The toll-free telephone assistance number (s) shall be maintained for cardholder assistance, including, but not limited to:

- a. Lost or stolen card reports
- b. Statement questions
- c. Specific charge inquiries
- d. Payment information
- e. Account closure
- f. Card activation
- g. Returns and credits
- h. Replacement cards
- i. Emergency service
- j. Balance inquiries

Service response time shall be within 30 minutes during the hours of 8:00 AM and 5:00 PM Eastern Time. When issues cannot be resolved immediately on the call, a time commitment shall be communicated to the cardholder within 48 hours.

5) Stranded Travelers

The Contractor shall have the ability to assist "stranded travelers" with temporary override capability for various declines during emergency after hour situations when the State Contract Administrator or Other Entity Program Administrator is unavailable. The Contractor shall have an outlined process that at a minimum includes monthly communication to the State Contract Administrator or Other Entity Program Administrator of the accounts that were adjusted through the "stranded traveler" override.

6) Business Reviews

The Contractor's Dedicated Manager shall lead and participate in bi-annual or annual business review meetings to be mutually decided upon with State Contract Administrator. 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, transaction data, monthly spend data, account overview, 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.

7) Service Level Agreements

~~The Contractor shall monitor and fulfill all Service Level Agreement as outlined in Exhibit C Service Level Agreements.~~

8) Marketing and Promotions

The Contractor shall provide a detailed plan within their response regarding the growth of the Procurement and Travel card program. Increasing the number of annual transactions among state agencies and participating entities is a high priority to the State. The Contractor must aggressively strive to market the Procurement and Travel Card program to local entities since the State and each participating local government agency do not

have a common Program Administrator, nor do they share common financial/procurement systems.

Any Program Growth Plan should include a detailed marketing strategy and related marketing materials. Additionally, the Contractor's Program Growth Plan should include pertinent milestones for number of transactions and annual volume and recommendations to achieve those goals. The State anticipates developing a partnership with the Contractor to grow the Procurement and Travel Card program.

With the anticipated continual growth of the Procurement and Travel Card program, the Contractor must also detail plans for expansion of staffing and how it will commit its organizational structure through the life of the Contract.

The Contractor shall prepare marketing programs and materials. Such marketing tools shall include, but not limited to: Mailers, envelope inserts, posters, emails, product fairs.

The Contractor shall supply sample marketing requests and proofs for approval prior to printing. The quality output shall be within the standards of the State of Indiana. The Contractor understands all marketing shall be provided at no cost to the State.

9) Problem Resolution

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 State Contract Manager or Other Entity Program Administrator and an electronic copy provided to the State. The 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.

10) 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 Ordering Agencies upon request.

11) Customer Service Response Time

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

12) Industry Expertise

~~The Contractor will act as an industry expert on behalf of the State of Indiana and any current or potential users of the Contract. The Contractor will provide information on potential, pending, and current laws, changes in the market, in the industry, potential efficiencies, and enhancements. The Contractor must provide tips, recommendations, experience, best practices, research, historical information, support, insights into similar clients.~~

~~The Contractor must provide insight, copies, and interpretations of laws governing any topic related to this contract. The Contractor must be legally compliant and obey laws that govern their company, this agreement, the goods and services provided under this~~

contract, and subcontractors. Information, laws, regulations, and documentation must be provided, including anything requested by the State, regarding any action, policy, process, procedure, or other event that transpires. The Contractor must provide any information on services, changes, processes to any parties the State of Indiana deems appropriate in the State approved time frame and manner. Level of detail may vary depending on the audience.

The Contractor must provide any report or information the State of Indiana and User Agency requests unless it is illegal to disclose such information. If information is not legally able to be disclosed the Contractor must notify the requesting party and the State Contract Manager in writing no later than two business days after the request is made. The notice must contain full reasoning for not providing as well as site and provide a copy of all laws including, but not limited to court records and rulings. In the event a dispute of this nature is brought to the IDOA Commissioner as detailed in Section 16. Disputes the Contractor must furnish all this information to the Commissioner as well as evidence that all the appropriate documentation, as defined in this section, was provided in the agreed upon two business days. Failure to provide any or all of this could cause unfavorable results for the Contractor, including but not limited to termination of this agreement and debarment from future solicitations.

L. Quality Assurance and Training

1) Card Program Implementation and Management Manual

At no cost to the State, Contractors shall develop a Card Program Implementation and Management Manual. The Manual and its contents shall remain the property of the State of Indiana and may not contain any copyrighted material. Manual shall include such topics as:

- a. Detailed implementation procedures and sample forms
- b. Dispute procedures
- c. Account suspension
- d. Cancellation procedures
- e. Payment requirements
- f. Procedure for lost or stolen procurement card reporting
- g. Toll free customer service numbers
- h. Instructions on reaching service representatives
- i. Statement instructions
- j. On line access instructions
- k. Samples of forms
- l. Suspension criteria and delinquency process
- m. Additional information suggested by the Contractor

2) Training Seminars or Webinars

Contractors shall conduct training webinars or seminars in several locations throughout the State of Indiana as scheduled by the State Contract Administrator for the purpose of acquainting interested Participating Entities with the Card Program, including benefits, use of management information reports, optional program features, etc. ~~These webinars and/or seminars shall be conducted at no cost to the State or Participating Entities. The Contractor shall understand and have extensive knowledge of the State's program structure, policies, individual and Agency roles and responsibilities; trainings shall be tailored to the State's unique structure.~~

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~~Contractors shall be able to customize trainings for all State Agencies and Participating Entities based on their system requirements and administrative procedures. Contractors shall also have an established process for tracking employee training status.~~

3) Training Updates and Maintenance

All training materials, including the Manual and any relevant documents or presentations, shall be regularly updated with program changes, and provided to the State Contract Administrator at an agreed upon interval.

4) Quality Assurance

The Contractor shall provide only unused products including credit cards, unless otherwise agreed to by the State Account Manager. The Contractor shall guarantee its cards, software, technology, platforms, and all other products to be free from defects in materials and workmanship over the period of the Contract. ~~The Contractor shall repair and/or immediately replace any defective or failed item within the warranty period specified at no expense to State. The terms of this Contract shall supersede any language to the contrary on purchase orders, invoices or other documents provided by the Contractor, manufacturer, or other sources.~~

M. Billing and Statements

1) Billing

Contractors shall offer the following billing options:

~~a. Individually Billed Accounts: Card account is billed directly to the card holder. Individually billed accounts are typically paid directly by the Cardholder.~~

b. Centrally Billed Accounts: Card accounts are billed to the Participating Entity or program within a Participating Entity. Centrally billed accounts are paid directly by the Participating Entity.

The State will use the centrally billed option, however, the additional individually billed option should be available for Participating Entities. The Contractor will not restrict the number of individually billed or centrally billed accounts requested per Participating Entity.

2) Individual and Central Bill Statements

The following sections a. – d. applies to both individual statements and central bill statements for the State of Indiana. The Contractor shall provide statements to the individual cardholder itemizing individual transactions; the Contractor shall also issue central bill statement for each main hierarchy of accounts. The below requirements apply to both individual and central bill statements.

a. Format and Delivery

Contractor shall provide monthly electronic and paper statements of all charges, credits, and other amounts due as outlined by the Participating Entity during account set up. Contractor shall discontinue paper statements at request of Participating Entity. Paper or electronic invoices shall be provided the next business day after the end of the monthly billing cycle to the appropriate hierarchy level to each billing address (physical and/or electronic) indicated by the Participating Entity during the account set up process.

The invoice and monthly amount due shall only include all transactions and adjustments completed during the billing cycle. If the billing cycle ends on a non-business day, the Contractor shall have the capability to adjust the statement date to the next business day prior to submitting the invoice to the State. The

billing date received along with the daily card transaction file will match the correct billing cycle date on the statements.

Each Entity may request multiple invoices for different work groups with differing groups of cardholders. The State Contract Administrator or Other Entity Program Manager may designate multiple statements with differing cardholders.

Contractor shall have the ability to provide monthly statements (either/or central bill or individual statements) to whomever the Participating Entity identifies, including but not limited to, the following:

- i. Contractor Administrator (consolidated summary for the State of Indiana)
- ii. State Agency or Other Entity Program Manager (consolidated for specified entity)
- iii. Cardholder(s) (specific to their account only)
- iv. Cardholder Proxy

b. Amount Due

Statements shall clearly indicate and separate transactions and balances for new monthly charges and outstanding charges. The monthly amount due and the amount to be paid shall only reflect the current billing month charges and credits. The total monthly amount due shall be net of any previous past due invoice amounts. The invoice and monthly amount due shall only include all transactions and adjustments completed during the billing cycle. The statements will not reflect a rolling balance of previous amounts due. The statements can include a separate line for outstanding or past due amounts, but the current statement total amount due shall only reflect the current billing cycle amount due.

c. Statement Dates

The statements shall have the correct due date according to State of Indiana's 35 days in arrears payment terms. The statements shall match the card transaction data file loaded to the PeopleSoft ERP Procurement Card Module; this includes but not limited to correct transaction debits and credits, transaction dates, and billing dates.

If the statement is incorrect, but the transactions loaded to the module are correct, then the Contractor's statement shall be reissued with the correct information and new issue date. The Contractor will be responsible for verifying transactions from the card transaction data file are accurate. If the Contractor determines the transactions from the card transaction data file are not accurate, the Contractor shall remedy the file and transactions to match the Contractor's record. For purposes of rebate calculations and when payment is due, the effective date of invoice shall be the date the State or Participating Entity, receives a complete and accurate invoice which matches with an accurate and correct card transaction data file.

Specific statement and billing Service Level Agreements can be found in Exhibit C Service Level Agreements.

d. Authorized Charges

The Participating Entity shall be liable for all authorized charges provided that the use is within the required authorization control limits assigned by the State

Contract Administrator or Other Entity Program Manager. Monthly statements shall contain data fields specified by the State Contract Administrator or Other Entity Program Manager.

N. ~~Payments~~

1. ~~Invoices~~

~~Payment shall be initiated by the Participating Entity, after receipt of an accurate. Invoices shall not be processed for payment until receipt of a properly completed invoice. The Contractor shall be able to reissue a corrected invoice. See specific Service Level Agreements in Exhibit C Service Level Agreements for standards regarding correct invoices and correct card transaction data file requirements.~~

2. ~~Payment Methods~~

~~Participating Entities shall have the ability to pay by Electronic Funds Transfer (EFT), check, cash, bank wire, automatic clearing house (ACH, and/or Auditor of State warrant), as determined by the State and/or individual Participating Entity.~~

3. ~~Frequency and Application~~

~~Electronic payments shall have the ability to be received and posted on a daily basis. The State will send an ACH file and ACH notice of payment as demonstrated in Exhibit F. ACH Payment Notification. The monthly payment shall be applied automatically and directly to the correct outstanding monthly invoice. Payments shall not be applied to the oldest, outstanding balance but matched up with the correct monthly invoice. The State shall have the option to make payments directly to the Contractor or to any bank account established by the Contractor to receive payments from the State. Contractor shall have the ability to accommodate standard formats at no additional charge to accommodate individual Participating Entities Electronic Fund Transfer (EFT) processes and systems.~~

~~For EFTs, the payment shall be automatically posted to the account number embedded in the remittance advice. For other types of payment, the Participating Entity must provide the correct account number for accurate payment posting.~~

~~Payments shall be accepted at the individual cardholder or central bill level.~~

4. ~~Payment Date~~

~~For purposes of rebate calculations, the effective date of payment shall be the date the State or Participating Entity, posts a payment either directly to the Contractor or to any bank account established by the Contractor during account set up. The Contractor should be able to provide payment and file turn verification to the State or Participating Entity.~~

5. ~~Delinquency~~

~~Contractors shall provide the State Contract Administrator with a single, comprehensive list of delinquent central bill accounts the first business day after the end of the billing cycle. The list shall include the identifying information for the account, the original billing month, the monthly amount due, the number of days past due and specific potential dates of suspension. The Contractor shall not suspend accounts without written approval from the State Contract Administrator. The Contractor shall provide a written suspension policy and delinquency notices tailored specifically to the State and the State's payment terms.~~

O. Data Privacy and Security Specifications

4. General

The Contractor shall ensure that all transactions are compliant with the most current version of PCI-DSS or its successor. The Contractor shall maintain and ensure data integrity, Participating Entity confidentiality, and ensure that security provisions are maintained throughout the length of this Contract. Contractor must provide and maintain an appropriate information security program to prevent the unauthorized disclosure, misuse, alteration, or destruction of confidential information.

2. Red Flags and Identify Theft

The Contractor shall have policies and procedures in place to detect relevant Red Flags that may arise in the performance of the Contractor's activities under the Contract.

3. Data Privacy

Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information complies with all applicable federal and state privacy and data protection laws, including without limitation, the Gramm-Leach-Bliley Act ("GLBA"); the Health Information Portability and Accountability Act ("HIPAA"); the Family Educational Rights and Privacy Act ("FERPA") of 1974 (20 U.S.C.1232g), the FTC's Red Flag Rules and any applicable federal or state laws, as amended, together with regulations promulgated thereunder.

4. Data Security

Contractor represents and warrants that Contractor will maintain compliance with the SSAE 16 standard, and shall undertake any audits and risk assessments Contractor deems necessary to maintain compliance with SSAE16.

5. Incident Response

The Contractor shall report any compromise or breach of network security involving State transactional data. The Contractor shall have policies and procedures in place to report, track and resolve any compromise or breach of network security that may arise in the performance of the Contractor's activities under the Contract.

Contractor shall use best efforts to immediately mitigate or resolve any Security Incident, at Contractor's expense and in accordance with applicable privacy rights, laws, regulations, and standards. Contractor shall reimburse Participating Entity for actual costs incurred in responding to, and mitigating damages caused by, any Security Incident, including all costs of notice and/or remediation incurred under all applicable laws as a result of the Security Incident.

6. Personally Identifiable Information

While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the Participating Entity ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws").

Contractor shall not do or omit to do anything which would cause the Participating Entity to be in breach of any Privacy Laws. Contractor shall have policies and procedures used

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to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents, and representatives to, comply with all reasonable requests or directions from the Participating Entity to enable the Participating Entity to verify and/or procure that Contractor is in full compliance with its obligations under this Contract in relation to PII.

Upon termination or expiration of the Contract or at the Participating Entity' direction at any time in their sole discretion, whichever is earlier, Contractor shall immediately return to the Participating Entity all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the Participating Entity any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor that come to the Contractor's attention.

7. Business Continuity Requirements

The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements").

P. Actual Damages

If personal and/or confidential information is disclosed by the Contractor because of circumstances, including any data or security breaches, the State, to include the Indiana Department of Administration and all state agencies or bodies utilizing the services described herein, shall be entitled to actual damages along with fines or penalties, if any, assessed against the State. The Contractor shall also be liable and responsible to any individual who has been harmed or damaged by such disclosure and shall indemnify and hold harmless the State against all claims or causes of action arising from such breach, including all attorney fees. The State will calculate such damages and provide the total to the Contractor in writing. One or more incidents of personal and/or confidential information disclosure may be considered, at the State's sole discretion, grounds for the State to terminate the agreement for default.

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Q. 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) Close Out

a. Continued Performance

At the expiration of resulting Contract, or if at any time prior the State should terminate the resulting Contract, the Contractor must cooperate with any subsequent vendor who might assume operations of the Credit Card Program. The Contractor must coordinate the transition of all Credit Card Program components to the subsequent vendor or back to the State upon notice of Contract termination.

If a subsequent vendor is unable to assume operations on the planned date for transfer, the Contractor must be able to continue to perform the operations monthly for up to six months beyond the planned transfer date under terms of this Contract.

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b. Transition Expectations and Plan

The Contractor agrees to the following minimum transition services and expectations that will be included in the Contractor proposed and State approved Transition Plan to facilitate an orderly transition of services:

- i. ~~Continue issuance of new Cards and re-issuance of lost/stolen/damaged Cards until the State determined ending transition date;~~
- ii. ~~Work professionally with the State's subsequent vendor to execute a smooth and timely transition at the end of the Contract;~~
- iii. ~~Maintain proper levels of staffing throughout the phase out to ensure all requirements are met and no lapses in service occur;~~
- iv. ~~Maintain all systems, software, and support to ensure all requirements are met and no lapses in service occur;~~
- v. ~~Provide the State the right to serve as a mediator between the Contractor and the subsequent vendor, subcontractors, providers/vendors, and Cardholders;~~
- vi. ~~Allow for fallback in case of Account conversion failure;~~
- vii. ~~Provide final account report of individual and central bill reports;~~
- viii. ~~Provide final report of outstanding statements and payments;~~
- ix. ~~Comply with all applicable laws, regulations, rules, guidelines, or policies;~~
- x. ~~Description in detail of any dependencies on the successive vendor or the State necessary for the Contractor to perform the transition assistance services;~~
- xi. ~~Timeline for the transfer of each component of the terminated services (including key milestones to track the progress of the transfer) driven by the dates stipulated by the State;~~
- xii. ~~Identification of the Services and related positions or functions that require transition and a schedule, plan and procedures for the successive vendor or the State assuming or reassuming responsibility;~~
- xiii. ~~Define a schedule and plan for Contractor's return to the State or its designee of the State's confidential information, data, documents, records, files, images, tapes and disks in the Contractor's possession;~~
- xiv. ~~The Contractor must coordinate a State approved process which ensures continued banking services until all outstanding payments are received and correctly processed. Contractor will assist the State in closing out all remaining payments on accounts.~~
- xv. ~~The Contractor must coordinate during this period on all communication materials and messages to the cardholders. Mutually agreed upon language and messaging will be utilized to notify cardholders when existing cards will no longer be active and expectations of next steps as cardholders.~~
- xvi. ~~The Contractor must provide all account information for all accounts resulting from this contract, even ones that are cancelled, inactive, suspended, or closed to the new Contractor. All levels of detail and information must be provided;~~
- xvii. ~~The Contractor must provide all reports deemed necessary by the State to close the Contract;~~
 - i. ~~Description of actions to be taken by the Contractor in performing transition assistance.~~

c. The Transition Plan will be proposed, finalized, and fully approved by the State six (6) months prior to the expiration of the Contract.

3) State Property

The Contractor understands any transition materials including reporting, account information, data, work products, contracts, records, files, images, relevant information, file layout, file transfers, will be given to the State of Indiana or a State designee. The Contractor understands any noncompliance including delays, loss, destruction, could be detrimental. The Contractor agrees to provide everything requested in the requested timeframe.

4) Changes

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No process or program changes to the existing structure of the Contractor's solution or State's credit card program may take place during close out or transition without the written approval of the State Contract Administrator. For any reason, the State Contract Administrator can stipulate a date the changes will take place in said approval. That will become the date the changes must take place without the Contractor defaulting on the Contract.

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5) Transition Credits

In the event the Contractor is not able to meet required expectation, the Contractor may request an extension from the State with adequate reasoning and evidence of such request not being possible. Lack of planning by the vendor or not beginning on the request early enough will not be tolerated. The Contractor acknowledges and accepts any poor performance, non-performance, or inappropriate action can lead to serious ramifications. Not meeting a deadline will result in a credit of \$1,000 per impacted agency per day the deadline is not met. If the State gives a waiver for just cause, a new deadline will be established by the State and the process will restart.

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6) Transition Project Manager

The Contractor must provide a Project Manager who will lead and be responsible for the Contractor's overall performance of the transition assistance services and who will be the primary point of contact for the State during the End of Contract Transition.

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7) Service Level Agreements and Staffing

The Contractor must maintain all services and service level agreements throughout the life of the contract and through the transition. The Contractor must follow all terms and conditions in this agreement during close out and transition. The State may provide the Contractor with additional necessary closeout requirements. The Contractor must maintain adequate staffing levels with proper capabilities. The Contractor must review staffing decisions with the State prior to removing personnel during this time. All work must still be performed in a timely and customer friendly manner. Employees with historical knowledge and able to provide insight into the contract must be retained and help with the transition until the last day of the contract unless **13. Continuity of Services** is enacted. At that time, the Contractor must retain and keep said employees engaged throughout that period.

9) Reporting

The Contractor must continue to provide access to reports and information through and after the end of the contract. After the close of the contract the Contractor must provide the State with any reporting requested by the State for at least one year after the close of the contract.

10) Future Opportunities

The State reserves the right to allow or disallow the Contractors participation in future solicitation opportunities, as a prime or subcontractor as a result of any poor performance or non-performance during the life of the contract, including during the close of the contract for any length of time. A letter from the Commissioner of the Indiana Department of Administration shall be required to participate on future solicitations.

2. Consideration

The Contractor is providing services & products to eligible purchasing entities under this QPA, e.g.: Procurement and Travel Credit Cards. The consideration for the Contractor's services will be in the form of account and administrative fees (and other charges that are applicable to the services) paid by the Participating Entities, as more fully described in Exhibit A – State of Indiana Pricing, attached hereto and incorporated herein. The Contractor agrees that all fees listed in Exhibit A – State of Indiana Pricing include delivery, shipping, service, and administrative costs required to provide services and delivery to all State locations unless specifically approved, in writing, by the State.

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A. Pricing Errors and Overcharges

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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 which had been invoiced at incorrect pricing, at the discretion of the State, if Contractor fails to correct pricing discrepancies within 14 days of notification. Any pricing errors shall be corrected by the next business day of notification to the Contractor of the error. The Contractor shall provide a credit to the Participating Entity for pricing errors or administrative fees.

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B. Financial Warranty

The Contractor shall not use the State of Indiana's pricing, as listed in Exhibit A State of Indiana Pricing, to negotiate lower prices on existing or new contracts ("Competing Contracts") with entities that are Agencies, as defined in Section 1(A) of this Contract. If the Contractor executes Competing Contracts that include any items listed in Exhibit A contracted hereunder to an Ordering Agency, and the item is provided at a price lower than that which is charged under this Contract, the lower price per item shall be effective from the date the Competing Contract was executed.

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In addition to the State's new Contract price (fee), which resulted from the Competing Contract's lower price per line item, the Participating Entity shall also be entitled to a credit for the difference between the amounts paid per item, as listed in Exhibit A, and the Competing Contract's lower price per fee. The credit will be calculated based on the historical volume used by each Participating Entity from the date the Competing Contract was executed to the date the Contractor updates the fees.

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It shall not be a violation of this section for the Contractor to respond to a bid, request for proposal, request for quotation, or similar public solicitation process ("Bid") from any Participating Entity and to offer different prices for products not offered in this Contract, as listed in Exhibit A State of Indiana Pricing.

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C. Rebates, Incentives, and Fees

1) Calculation

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Rebates shall be calculated annually in arrears. Rebate payments shall be made in USD within the ninety (90)-day period after the end of the Contract Year (the "Rebate Calculation Period") via wire transfer to a

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business account designated by State or Participating Entities and authenticated by Contractor. Rebate amounts shall be subject to reduction by all Credit Losses.

2) — Standard Dollar Volume Rebate

The State or Other Entity will earn a rebate based on the annual combined charge volume achieved by the State and all Participating Entities. The rebate will be calculated as the Rebate Rate times the annual Combined Charge Volume (inclusive of large ticket items) of State and All Participating Entities.

3) — Expedient Pay Incentive

The State or Other Entity will receive a basis point (percentage) of their Annual Total Volume based on the entity's average speed of pay. The formula for calculating the Prompt Payment Incentive is: Participating Entity Annual Total Volume x Basis Points for Entity average file turn days = Annual Prompt Payment Incentive.

Average File Turn is defined as the number of days from the date Contractor funds a charge to the date of payment by the State or Participating Entity. Contractor shall provide a report, at an agreed upon interval, that includes the supporting data.

For purposes of rebate calculations, the effective date of payment shall be the date the State or Participating Entity posts a payment either directly to the Contractor or to any bank account established by the Contractor during account set up. The Contractor should be able to provide payment and file turn verification to the State or Participating Entity.

3. Term

This Contract shall be effective for a period of four (4) years. It shall commence on April 1, 2023 and shall remain in effect through March 31, 2027. The Contract shall be available for three (3), two-year renewals for a total of ten (10) years total 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.

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~~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 Contractor 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 Division of Supplier Diversity 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			

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:

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity 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, or mailed to IDOA, 402 W. Washington Street, Room W-462, 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 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. The Contractor may also be required to report IVOSB certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.

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 ~~included 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.

Commented [A1]: All limits can be met through a combination of primary and umbrella/excess coverages

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

Commented [A2]: All limits can be met through a combination of primary and umbrella/excess coverages.

3. ~~Bankers Professional Liability~~ /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 ~~onetwo (21)~~ 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 ~~be permitted 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 ~~contractor will endeavor to send notice if changes to the policy are below the minimum requirements of this contract or for cancellation 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.

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 Division of Supplier Diversity 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 Division of Supplier Diversity certified MBE and/or WBE subcontractors will be participating in this Contract: **[Add additional MBEs and WBEs using the same format.]**

MBE or WBE PERSON	COMPANY NAME PERCENT	PHONE	EMAIL OF CONTACT
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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 of Supplier Diversity 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, or mailed to Division of Supplier Diversity, 402 W. Washington Street, Room W-462, 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 for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division of Supplier Diversity 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. The Contractor may also be required to report Division of Supplier Diversity certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division of Supplier Diversity.

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) RFS #22-67238, (4) Contractor's response to RFS #22-67238, 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 the State 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.

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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 *2021 OAG/ IDOA Professional Services Contract Manual* or the *2021 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://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL?

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: _____

Name and Title, Printed

Date: _____

Approved by:

Indiana Department of Administration

By: _____ (for)

Lesley A. Crane, Commissioner

Date: _____

APPROVED as to Form and Legality:

Office of the Attorney General

(for)

Theodore E. Rokita, Attorney General

Date: _____

Approved by:

Indiana Office of Technology

By: _____ (for)

Tracy E. Barnes, Chief Information Officer

[Indiana Agency]

By: _____

Name and Title, Printed

Date: _____

Approved by:

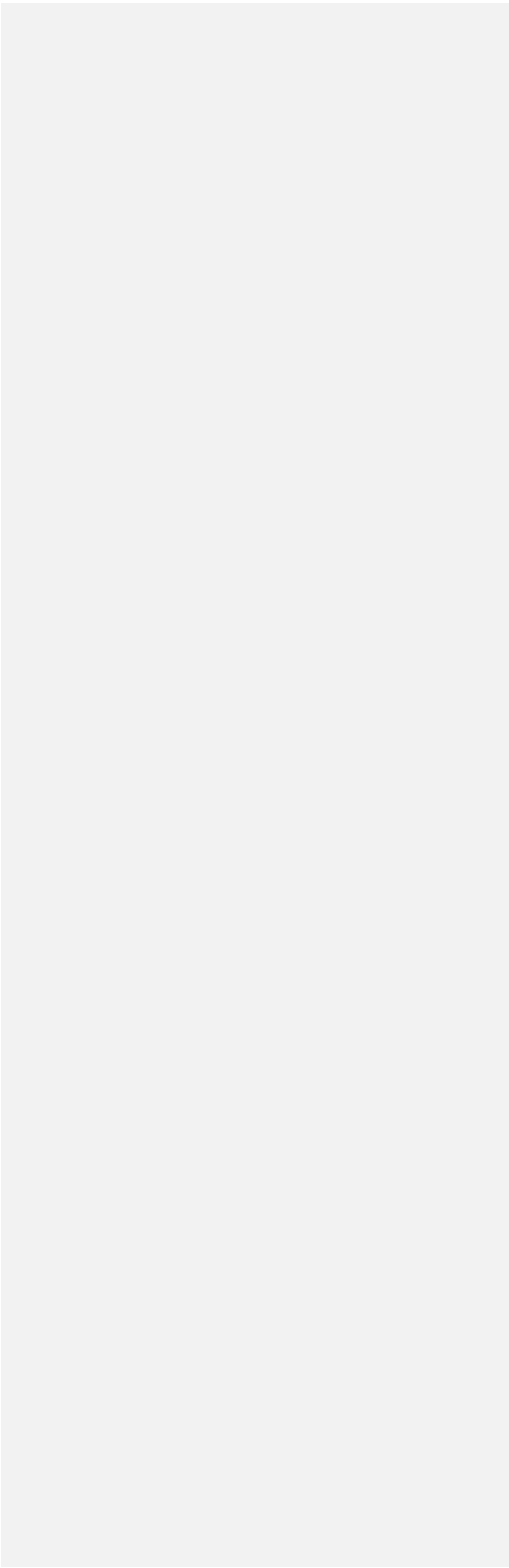
State Budget Agency

By: _____ (for)

Zachary Q. Jackson, Director

Date: _____

Date: _____



Exceptions and Comments to State of Indiana Procurement & Travel Card Program

Please note the proposed changes are indicated by additions in *italic underline* and deletions by ~~strikethrough text~~.

RFP DOCUMENT / LOCATION	COMMENTS
	<u>HUMAN RESOURCES</u>
Attachment B	<p>J. Reporting Requirements 10) Indiana Economic Impact (IEI)</p> <p>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 RFS documents (see Exhibit H RFS #22-67238 Documentation). 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.</p> <p>COMMENT: <i>Not applicable. This section must be completed for the employees that are Indiana residents specifically working on this contract.</i></p>
Attachment B	<p>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:</p> <p>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;</p>

	<p>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;</p> <p>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;</p> <p>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;</p> <p>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</p> <p>F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.</p> <p>COMMENT: We comply; all JPMorgan Chase & Co employees have access to the J.P. Morgan Drug-free and Alcohol-free policy, which is also covered in J.P. Morgan's Code of Conduct. All employee affirm periodically, usually annually that they have read and understand the Code and agree as a condition of employment to comply with the Code.</p>
Attachment B	<p>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:</p> <p>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. 3</p> <p>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</p>

	<p>unauthorized alien.</p> <p>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.</p> <p>COMMENT: We comply, JPMorgan Chase & Co is enrolled in E-Verify.</p>
	<p>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 <u>make all reasonable efforts to</u> 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 <u>we have systems and procedures in place for</u> 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.</p> <p>The State is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors shall <u>make all reasonable efforts to</u> 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.</p>