



STATE OF INDIANA

Request for Proposal 22-70538

INDIANA DEPARTMENT OF ADMINISTRATION

**On Behalf Of
The Indiana Professional Licensing Agency**

**Solicitation For:
The Rehabilitation of Impaired Pharmacy Professional**

Response Part One, Submission Form Due Date and Time:

July 11, 2022 @ 3:00 PM ET

Response Part Two, Submission of Proposals by Flash Drive Due Date and Time:

July 14, 2022 @ 3:00 PM ET

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Section One

General Information and Requested Products/Services

1.1 Introduction

In accordance with Indiana law, including IC 5-22-9, the Indiana Department of Administration (“IDOA”), acting on behalf of the Indiana Professional Licensing Agency (“IPLA”) representing the Indiana Board of Pharmacy (“IBP”), requires a program under the supervision of IBP to assist in the rehabilitation of impaired and licensed pharmacists who are affected by the use or abuse of alcohol or other substances. It is the intent of IDOA to solicit responses to this Request for Proposal (“RFP”) in accordance with the statement of work, proposal preparation section, and specifications contained in this document. It is the intent of IDOA to solicit responses to this solicitation in accordance with the statement of work, proposal preparation section, and specifications contained in this document. This solicitation is being posted to the IDOA Bidding Opportunities website, at <https://www.in.gov/idoa/procurement/current-business-opportunities/> for downloading. Neither this solicitation nor any response (proposal) submitted hereto are to be construed as a legal offer.

1.2 Definitions and Abbreviations

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

Award Recommendation	IDOA’s summary, typically in letter format, of the solicitation and suggestion on Respondent selected for the purposes of beginning contract negotiations.
BAFO	Best and Final Offer is an opportunity for short-listed Respondents to propose an improved cost for final score consideration.
Contract Award	The acceptance of IDOA’s Award Recommendation by the agency being supported in conjunction with the public posting of the Award Recommendation.
Full Time Equivalent (FTE)	The State defines FTE as a measurement of an employee's productivity when executing the scope of work in this solicitation for a specific project or contract. An FTE of 1 would mean that there is one worker fully engaged on a project. If there are two employees each spending 1/2 of their working time on a project that would also equal 1 FTE
IAC	Indiana Administrative Code

IC	Indiana Code
Installation	The delivery and physical setup of products or services requested in this solicitation
Other Governmental Body	An agency, a board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: 1) The judicial branch 2) The legislative branch 3) A political subdivision as defined in IC 5-22-2-22 and IC 36-1-2-13 (includes school corporations, municipal corporations, Legislative body, Taxing district, Town, Township, and Unit) 4) A State educational institution
Prime Contractor	As used in Attachments A and A1 , refers to the entity responding to the solicitation.
Products	Tangible goods or manufactured items as specified in this solicitation
Proposal	An offer as defined in IC 5-22-2-17
Respondent	An offeror as defined in IC 5-22-2-18; and any entity or person who does business with the State and is registered as same. The State will not consider a proposal responsive if two or more offerors submit a joint or combined proposal. One entity or individual must be clearly identified as the company who will be ultimately responsible for performance of the contract.
Services	Work to be performed as specified in this solicitation
State	The State of Indiana
State Agency	As defined in IC 4-13-1, "State Agency" means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of State government

Subcontractor	As used in Attachments A and A1 refers to the entity entering into a contract with the Prime Contractor for a portion of the scope of the solicitation.
Total Bid Amount	The amount that the Respondent proposes on Attachment D that represents their total, all-inclusive price.
VSC (Valuable Scope Contribution)	The benefit the proposed certified subcontractors(s) must provide to the project set forth in the solicitation.

1.3 Purpose of the Solicitation

The purpose of this solicitation is to select a Respondent that can satisfy the State's requirement for the development and maintenance of a rehabilitation referral and monitoring program for impaired and licensed pharmacists who have been affected by the use or abuse of alcohol or other substances. It is the intent of IPLA to act on behalf of IBP and contract with a Respondent which can provide a quality rehabilitation referral and monitoring services under the supervision of the IBP.

The intent of this program is to provide a confidential, non-punitive, therapeutic approach to substance use, abuse and chemical dependency. IPLA seeks a Respondent that employs early intervention to decrease the time between the acknowledgment of the problem and entry into recovery. IPLA currently has a contract for these services.

1.4 Summary Scope of Work

Under 25-26-13-4.5, IBP is required to assist in the rehabilitation of impaired or licensed pharmacists affected by the use or abuse of alcohol or other substances. This statute authorizes IBP to enter into agreements with non-state entities to identify and assist impaired and licensed pharmacists. The selected Respondent must develop and maintain a rehabilitation referral and monitoring program under the supervision of IBP. The program must fulfill two distinct but equally important roles: 1) to provide rehabilitation referral and monitoring to impaired pharmacists who have been ordered to participate by IBP as a disciplinary sanction while their professional licenses are placed on probation or suspension; and 2) to assist substance impaired licensed pharmacists who self-report a substance abuse disorder directly to the program without IBP intervention in obtaining rehabilitative referral and monitoring. The program must include a drug-testing component, intake and referral services, outreach and education, and maintenance of a toll-free number and a website for clients, potential clients, and interested parties. The selected Respondent must also provide data and regular reports to IPLA and IBP when requested and assign knowledgeable personnel as well as individual case managers to regularly appear and testify at IBP administrative hearings.

1.4.1 **Practitioner Eligibility**

Respondent must accept practitioners into the rehabilitation referral and monitoring program who are pharmacists in Indiana and who have been affected by the personal use or abuse of alcohol or other substances.

- a) A practitioner who has been affected by the use or abuse of alcohol or other substances is eligible for participation if the practitioner:
 - 1) Is currently licensed by IBP;
 - 2) has applied for licensure by examination, passed the examination, and paid the appropriate fees;
 - 3) is eligible for licensure by endorsement, filed an application, and paid the appropriate fees; or
 - 4) has submitted a renewal application and paid the appropriate fees.
- b) A practitioner must maintain a current Indiana license to remain eligible for participation.
- c) A practitioner who holds an Indiana license but who also holds a license in another state and who lives or works in another state may be monitored by the state in which the practitioner lives or works if the other state has a monitoring program.
- d) A practitioner who lives or works in another state that does not have a monitoring program is eligible for monitoring in Indiana if the practitioner maintains a current Indiana license.
- e) A practitioner who signs a contract with Respondent and moves to another state must be monitored by the other state unless the other state does not have a monitoring program.
- f) A practitioner who allows the practitioner's Indiana license to lapse while enrolled in a program shall be terminated from participation in the program until the practitioner's license is renewed.
- g) A practitioner whose license is revoked may no longer participate in the program at the expense of the State.

1.4.2 **Referrals**

Respondent must accept practitioners who meet the above criteria into the rehabilitation referral and monitoring program either by involuntary referral or voluntary referral.

a) **Involuntary Referral**

There are two (2) types of **Involuntary Referral**, as explained below.

- 1) A practitioner may be referred to the rehabilitation referral and monitoring program by order of IBP. If the eligible practitioner does not report as ordered for an assessment or undergoes an assessment but does not agree to participate in the program by entering into a contract, the Respondent shall immediately (within twenty-four (24) hours of the scheduled intake assessment) notify IBP in writing. IBP may then pursue additional legal action which may result in additional sanctions with regard to the practitioner's license. The practitioner shall be required to sign a written waiver consenting

to the release of any and all information gathered and kept by the Respondent to IBP and IPLA, including but not limited to the results of assessments, evaluations, drug screens, attendance at required meetings or counseling sessions, work site or employer reports. The Respondent shall retain this waiver in the practitioner's file.

- 2) The rehabilitation referral and monitoring program may be contacted by individuals, supervisors, or professional organizations regarding an individual practitioner they believe is in need of assistance. The selected Respondent shall assist in developing individual strategies, including techniques for intervention to arrange a referral to the program. The rehabilitation referral and monitoring program shall be explained, and an appointment shall be scheduled for an initial intake screening by the Respondent. If, in the judgment of the Respondent, the practitioner is impaired by the use of alcohol or other substances and needs to participate in the rehabilitation referral and monitoring program, a program shall be implemented for the practitioner. If the practitioner does not agree to participate in the program and, in the judgment of the Respondent, the practitioner needs to be in the rehabilitation monitoring program, a written complaint shall be filed by the Respondent with the Consumer Protection Division of the Office of the Attorney General.

b) Voluntary Referral

- 1) The rehabilitation referral and monitoring program may be contacted by individuals, supervisors, or professional organizations regarding individuals in need of assistance. The Respondent shall assist in developing individual strategies including techniques for intervention to arrange a referral to the program. A practitioner who meets the above eligibility criteria may contact the program on his/her own. The rehabilitation referral and monitoring program shall be explained, and an appointment shall be scheduled for an initial intake screening by the Respondent. If, in the judgment of the Respondent, the practitioner is impaired by the use of alcohol or other substances and needs to participate in the rehabilitation referral and monitoring program, a program shall be implemented for the practitioner. If the practitioner does not agree to participate in the program and, in the judgment of the Respondent, the practitioner needs to be in the rehabilitation referral and monitoring program, a written complaint shall be filed by the Respondent with the Consumer Protection Division of the Office of the Attorney General.

1.4.3 Overview: Program Requirements

In fulfilling the above roles, the Respondent must provide a rehabilitation referral and monitoring program which provides--at a minimum--the specific services listed below. All practitioners must be monitored by the Respondent for compliance with the program. Respondent's program must include the following components:

- a) Treatment and therapy recommendations, including aftercare;
- b) treatment and therapy participation, including aftercare;

- c) professional support group participation;
- d) a 12-Step participation program, including, but not limited to, Alcoholics Anonymous or Narcotics Anonymous;
- e) family treatment, if appropriate;
- f) special treatment, such as pain management, psychiatric, or psychological treatment;
- g) work activities, including return-to-work issues and ongoing monitoring of work performance and compliance with work restrictions;
- h) random drug testing and reporting positive results. (The Respondent does not need to contract with any lab. A practitioner may be referred to any lab in the state which is able to meet the testing and reporting criteria stated herein; however, a participant residing anywhere in the State of Indiana should not need to travel more than fifty (50) miles to reach a drop site collection point for urine drug screens);
- i) practitioners must pay for their own lab services (The State does not pay for the lab tests, nor does the Respondent); and
- j) termination from the rehabilitation monitoring program for failure to comply with any of the program requirements.

1.4.4 Respondent Requirements for Operation

- a) Provide intake and referral services for impaired practitioners referred to Respondent.
- b) Develop a network of appropriate treatment providers. The Respondent shall refer the practitioner to a facility that is able to provide the appropriate assessment and treatment for the individual. This assessment will include aftercare, monitoring, and re-entry after treatment. Specific recommendations concerning the scope of practice; restrictions concerning handling, administration or possession of narcotics; patient versus non-patient contact; or length of time away from any form of practice will be included.
- c) The following elements must be considered when selecting treatment providers:
 - 1) The primary treatment staff including the medical director, counselors, and practitioners is experienced in treating individuals affected by the use or abuse of alcohol or other drugs;
 - 2) the staff consists of a balance between both recovering and non-recovering members;
 - 3) the counselors are certified in the field of addiction and it is preferable that the staff members are certified in the field of addiction;
 - 4) a comprehensive assessment and evaluation is completed upon diagnosis and an individualized treatment plan based on an individual practitioner's needs is created and followed during treatment with modifications during treatment as clinically indicated;
 - 5) the treatment program must be able to appropriately respond to differences of age, gender, race, ethnicity, national origin, religion, sexual orientation, disability, language, or socioeconomic status and the

Respondent should assist treatment programs in recognizing and addressing the special needs of practitioners;

- 6) the treatment program/facility is accredited by Joint Commission on Accreditation of Hospitals Organizations (JCAHO) or other appropriate agencies, including, but not limited to, the Commission on Accreditation for Rehabilitation Facilities (C.A.R.F.), the Council on Accreditation of Services for Families and Children (C.O.A.), the Indiana Family and Social Services Administration (FSSA) and the Indiana State Department of Health (IDOH);
- 7) the treatment program offers and encourages participation in a structured family treatment component;
- 8) the treatment program has a structured curriculum addressing the spiritual, physical, mental, or emotional needs of the individual patient;
- 9) the length of stay in treatment and recommendations for continuing care are based upon individual needs and utilize criteria accepted by the American Society for Addiction Medicine;
- 10) the treatment program can develop and maintain cooperative relationships with and provide consultation to the practitioner's employer, IBP, the Respondent, and others, as appropriate;
- 11) while the practitioner is in treatment, the practitioner is introduced to and attends appropriate self-help groups;
- 12) while the practitioner is in treatment, an individualized continuing care plan is developed for each practitioner to include treatment for special issues, recommendations concerning return to work date, restrictions concerning handling, dispensing or possession of controlled substances, patient or non-patient care; and other scope of practice delineations and the treatment provider will obtain appropriate releases so that discussions with the Respondent can take place (If the practitioner refuses to sign such releases, the provider agrees to notify Respondent and IBP of this refusal); and
- 13) treatment costs should be reasonable, and when possible, covered by the individual practitioner's insurance policy.

1.4.5 The Recovery and Monitoring Agreement ("RMA")

The Respondent must require all referred practitioners to sign and comply with a recovery monitoring agreement ("RMA") prepared by the Respondent tailored specifically for each individual practitioner. Each RMA must contain the information listed below:

- a) Set forth an individualized rehabilitation referral and monitoring program;
- b) set forth requirements for monitoring and supervision which must be met by the impaired practitioner;
- c) state conditions under which the rehabilitation monitoring program may be successfully completed or terminated due to lack of cooperation or compliance;
- d) require the practitioner to sign a waiver which will allow IBP and IPLA personnel to review random samples of practitioner files for practitioner program

compliance and the auditing of the services provided by Respondent under this contract;

- e) require the impaired practitioner to sign a release to seek information or records related to the licensed practitioner's impairment, which information may come from family, peers, medical personnel, pharmacies, employers, or treatment providers;
- f) set forth the amount of money to be assessed to the practitioner for participation in the program, including additional amounts that may be assessed if the practitioner is non-compliant with the RMA;
- g) any other information related to the rehabilitation and monitoring of the licensed practitioner; and
- h) intake documents must include a waiver allowing Respondent to share all information with IBP in the event of missed, positive, or diluted drug screens and other alleged violations of the terms of the RMA or IBP orders.

1.4.6 **RMA Duration**

The Respondent must tailor each practitioner's program to fit the following timelines.

- a) The length of a practitioner's RMA will last a minimum of three (3) years, except as provided in paragraphs b) and c) below. The requirements for monitoring will be more stringent in the first two (2) years and will be eased in the third year if the practitioner's recovery is progressing well.
- b) Relapses and other failures to comply with the terms of the RMA may result in a longer period of monitoring. An addendum to the RMA may be initiated when appropriate. The monitoring program shall not exceed five (5) years except in case of extenuating circumstances. Participation in the monitoring program beyond the five (5) year maximum must receive preauthorization from IBP.
- c) Mitigating factors which may be considered for determining the length of an individual participant's RMA and may cause the RMA to last less than three (3) years include, but are not limited to, the duration and severity of the practitioner's drug or alcohol abuse and the time the practitioner has spent in a treatment facility or treatment program before executing the RMA.

1.4.7 **Respondent Duties**

The Respondent must have the appropriate facilities and sufficient trained personnel necessary to carry out the required duties as stated below.

- a) **Case manager duties**—Each case manager must meet in person with each assigned practitioner at the outset of entry into the program. Thereafter, the case manager must meet with each assigned practitioner on a regular basis or as needed to assess the participant's progress in rehabilitation.
 - 1) The case manager must require each practitioner to attend and provide documented proof of attendance at no less than one (1) 12-step meeting each week and may require practitioners to attend meetings more frequently, if deemed necessary.
 - 2) The case manager must obtain and review a written progress report from

each practitioner's licensed addictions counselor no less than once per quarter.

- 3) All case managers must be available to testify in all IBP matters regarding their assigned practitioners. This includes hearings for possible withdrawal of probation and orders to show cause based on alleged violations of a participant's license probation, whether the alleged violations concern Respondent violations or alleged violations of IBP orders.
 - 4) The Respondent must require each practitioner to supply to his or her case manager with written documentation from practitioners with prescriptive authority copies of all current prescription medications the participant is taking. The case manager shall require each participant to self-report, in writing, any over-the-counter medicines the participant has taken within seventy-two (72) hours prior to a drug screen.
- b) **Drug Screens** — Each impaired practitioner must be subject to random drug screens as part of the monitoring program. Each practitioner must undergo drug screen testing no less than eighteen (18) to twenty-four (24) times per year.
- 1) Costs of the drug screens and treatment costs are the responsibility of the impaired practitioner.
 - 2) The Respondent must ensure that all screening laboratories have policies and procedures for chain of custody and shall provide results directly to the Respondent.
 - 3) The Respondent's program for screening must include facilities at locations throughout the State of Indiana, but no practitioner should need to travel more than fifty (50) miles from his or her residence to reach a drop site collection point for urine drug screens.
 - 4) The Respondent must ensure that the panel of substances to be tested for in each practitioner's drug screen must include each practitioner's "drug(s) of choice," meaning any substance or substances which the practitioner is known to have been habitually ingesting. The Respondent must ensure that any drug screen "cutoff points," whether a urine drug screen ("UDS") or other type of test, must be set sufficiently low to guarantee accurate result.
 - 5) The Respondent must require its laboratory (or third-party administrator of laboratory services) to provide the capability of obtaining a witnessed urine specimen. Appropriate policies and procedures shall be in place to accomplish this objective. The confirmation test for a specimen initially testing positive for a prohibited substance must be capable of providing the requisite specificity, sensitivity, and qualitative accuracy. Confirmation for alcohol will be gas chromatography and confirmation for all other substances will be gas chromatography and mass spectrometry.
 - 6) The Respondent must require that all laboratories immediately report any missed drug or alcohol screens, adulterated, or diluted specimens submitted, or positive drug or alcohol tests to the Respondent.

- 7) The Respondent must require a Medical Review Officer (“MRO”) to validate all positive screens prior to reporting test results to IBP. The MRO must be a service provider who has specialized addiction medicine training and is capable of testifying with regard to the accuracy of a drug screen and with reasonable scientific certainty rule out any possible alternative causes of a positive drug screen result. The MRO may either be on the Respondent’s staff or the staff of the Respondent’s drug screen vendor.

c) Work Site Report

The Respondent must require each practitioner to keep his or her case manager informed of his or her current place of employment, including the employer’s name, address, telephone number, and supervisor’s name. The Respondent must obtain and evaluate work site reports from each practitioner’s employer on no less than a quarterly basis. The Respondent may not accept any work site report which is not on the employer’s letterhead stationery and/or does not bear the signature of the practitioner’s supervisor or other designated employer representative. If a participant is not employed, the Respondent must require the practitioner to submit self-reports on no less than a quarterly basis. If a practitioner’s work status changes (for example, a practitioner becomes unemployed or obtains a new job), the practitioner must notify his or her case manager in writing within seventy-two (72) hours of this status change.

d) Reporting Requirements for All Participants

- 1) The Respondent must report **ALL** positive or dilute drug screens submitted as well as all missed drug screens to IBP within seventy-two (72) hours of being notified of the MRO validated drug screen results, a dilute specimen submitted by the impaired practitioner, or a missed drug screen.
- 2) The Respondent must report **ALL** missed or incorrectly submitted work site or self-reports to IBP within fifteen (15) days of the missed report deadline.
- 3) The Respondent **MUST** report within seventy-two (72) hours the name and license number of an impaired practitioner who has failed to comply with any other provisions of his or her RMA and the circumstances surrounding the failure to comply. This includes, but is not limited to, reporting the following:
 - i) Any missed drug or alcohol screens, adulterated or diluted specimens, or positive drug or alcohol test results;
 - ii) any missed case manager meetings;
 - iii) any failure to comply with case manager requests for required information;
 - iv) any failure to participate in assigned rehabilitation counseling and treatment;
 - v) any substantial change in the practitioner’s work or home life, such as:
 - loss of a job, and the circumstanced attendant thereto;
 - a change in work assignment or employer;

- any workplace disciplinary measures imposed on the practitioner and the circumstances which caused the discipline to be imposed; and
 - a new home address.
- 4) The Respondent shall report **ALL** relapses to IBP within seventy-two (72) hours of receiving notice. IBP will then determine the appropriate action to take, including whether a complaint should be filed with the Consumer Protection Division of the Office of the Indiana Attorney General.
 - 5) The Respondent shall request from IBP an order to show cause hearing for any program participant that the program becomes aware of who is formally charged or convicted of a crime while participating in the program.

1.4.8 **Other Respondent Duties**

The Respondent will also be responsible for performing other duties as set forth below.

- a. Manage the rehabilitation monitoring program, including fiscal and administrative oversight.
- b. Appropriate staff services will be determined and provided by Respondent . The staff must be employees of Respondent.
- c. Establish and maintain electronic case management of practitioners.
- d. Develop guidelines to be used by staff for the intake and monitoring process.
- e. Maintain an office for the program with a single point of access toll free phone line for receiving reports and calls from impaired practitioners and potential impaired practitioners.
- f. Employ or contract for the services of a Medical Review Officer (“MRO”), or ascertain that all labs to which practitioners are referred for drug screens employ or contract for the services on an MRO. The MRO may be an employee of the Respondent or a subcontractor. The MRO must have specialized training in addiction medicine.
- g. Maintain a website that must contain information about Respondent, including, but not limited to the following:
 - 1) Respondent contact and access information;
 - 2) statutes and rules pertinent to Respondent, health care professionals, and reporting requirements;
 - 3) Respondent policies and sample forms; and
 - 4) Links to professional websites that provide a comprehensive scope of information pertaining to recovery from substance use, abuse, and chemical dependency.
- h. Provide data and regular reporting to IPLA and IBP to facilitate program and impaired practitioner analysis, including a monthly written report on the activities of the program, including the following.
 - 1) Monthly, quarterly and year-to-date totals of the number of practitioners making initial contact with the program.
 - 2) The number of practitioners signing permanent RMAs.
 - 3) The number of practitioners released from the program upon successful completion of the program.

- 4) The number of readmissions to the program by practitioners previously released upon successful completion of the program.
- 5) The number and nature of relapses or other acts or omissions evidencing noncompliance of impaired practitioners, and actions taken thereon.
- 6) The number of practitioners terminated from participation in the program for failure to comply with the requirements of the program.
- 7) Demographic information, including raw numbers and percentages, concerning impaired practitioners including:
 - age;
 - gender;
 - county of residence;
 - license status;
 - license type;
 - drug of choice;
 - practice/employment setting;
 - employment status;
 - employment position;
 - practice area; and
 - method of referral to the program.
- 8) Educational outreach activities planned and conducted.
- 9) A status report on the transition to monitoring by the selected Respondent of practitioners who are or were participants in the program as operated by the previous contracted Respondent.
- 10) A status report on staffing and other issues relating to the operation and administration of the program.
- 11) Financial reporting of expenditures for operation of the program.
- 12) Request and regularly utilize INSPECT reports from the State to ensure compliance of practitioners with their RMAs.
- i. Report to the State the name and license number of a practitioner who has failed to comply with the provisions of the rehabilitation monitoring program and the circumstances surrounding the failure to comply. The Respondent may release information to the State or to the Office of the Indiana Attorney General, Consumer Protection Division, in compliance with IC 25-26-13-4.5, and in compliance with all applicable State and Federal confidentiality laws and regulations. The Respondent shall request an order to show cause hearing for any practitioner that the program becomes aware of who is formally charged or convicted of a crime while participating in the program.
- j. Conduct educational and outreach presentations via social media or other electronic media to increase awareness of (1) the diagnosis and treatment of alcohol and substance abuse and (2) the Respondent's program. Media used for such education and outreach initiatives may include, but are not necessarily limited to, Instagram, YouTube, Facebook, or Twitter. The utilization of face-to-face education and outreach may be used, but should be limited, as the main purpose of the program is the monitoring of its impaired practitioners.

- k. Assign a knowledgeable representative (in addition to individual case managers) to attend all IBP board meetings and be prepared to provide testimony as needed. The Respondent should also expect to attend occasional meetings with designated representatives of IPLA and IBP to review, develop, and plan implementation of program policy.
- l. Disclose to the practitioners that are participating in the Respondent's program any interest the Respondent has in a facility, service, or laboratory to which the practitioner is referred.
- m. Disclose to IBP, through IPLA, any interest the Respondent has in a facility, service, or laboratory to which a practitioner is referred.
- n. Maintain records in accordance with all state and federal confidentiality laws and regulations. Included in this requirement, the Respondent shall, upon the written request of a practitioner, purge the practitioner's records provided that no additional occurrences of alcohol or other drug-related violations have been reported to the State over a period of seven (7) years from the practitioner's last use of alcohol or other substances, pursuant to IC 16-39. The Respondent may purge all records after seven years as provided for in IC 16-39.
- o. Keep records in such a manner that a designee of IPLA or IBP is able to review random samples of practitioner files for compliance by practitioners who are referred to the rehabilitation monitoring program by IBP. IBP will determine the percentage of files it will review whenever a request to review files is made.
- p. Any records maintained pursuant to this contract shall be made available at the IPLA offices within forty-eight (48) hours of receiving a request from the State.
- q. After a practitioner has completed the recovery monitoring agreement period, upon the practitioner's request, the practitioner will be permitted to voluntarily sign a subsequent agreement for an additional period of time. The practitioner is directly responsible for the cost of all monitoring conducted by Respondent. Monitoring of these individuals shall not be assessed to the State.

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IPLA currently has a contract in place with a Respondent to provide rehabilitation and referral services for impaired pharmacists. The State has budgeted no more than thirty-six thousand dollars (\$36,000.00) annually to be paid to the selected Respondent at the rate of three thousand dollars (\$3,000.00) per month for rehabilitation and monitoring services. This is a flat fee regardless of the number of program participants. There are currently approximately forty (40) pharmacists enrolled in the program. The State is not in a position to guarantee the number of participants in the future and the State cannot guarantee future spending will be at this level. This amount is merely provided as an aid to potential Respondents in responding to this solicitation.

Though pharmacist interns and pharmacy technicians who meet eligibility requirements may participate in the program, interns and technicians are financially responsible for their own fees to the Respondent; IBP is statutorily authorized only to provide funding for impaired and licensed pharmacists. Also, all pharmacists, pharmacist interns, and technicians are responsible for their own fees for the cost of drug screens.

The Respondent selected for this contract must be willing to enter into a written contract with the State for a specified term. At this time, the State anticipates the term of the contract will be two (2) years with a provision allowing one (1) renewal for a period of no more than two (2) years at the State's option. The anticipated award date is September 30, 2022. The cost to the State cannot exceed thirty-six thousand dollars (\$36,000.00) per year.

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

1.5 Solicitation Outline

The outline of this solicitation document is described below:

Section	Description
Section One – General Information and Requested Products or Services	This section provides an overview of the solicitation, general timelines for the process, and a summary of the products/services being solicited by the State/Agency via this solicitation
Section Two – Proposal Preparation Instruction	This section provides instructions on the format and content of the solicitation including an Executive Summary, Business Proposal, Technical Proposal, and a Cost Proposal
Section Three – Proposal	This sections discusses the evaluation criteria to be used

Evaluation Criteria	to evaluate respondents' proposals
Attachment A	M/WBE Participation Plan Form
Attachment A1	IVOSB Participation Plan Form
Attachment B	Sample Contract
Attachment C	Indiana Economic Impact Form
Attachment D	Cost Proposal Template
Attachment E	Business Proposal Template
Attachment F	Technical Proposal Template
Attachment G	Q&A Template
Attachment H	Reference Check Form
Attachment I	Pre-proposal Network Opportunities Form
Attachment J	Attestation Form

1.6 Pre-Proposal Conference

A pre-proposal conference will not be held for this solicitation. A PowerPoint slide deck will be posted to the IDOA Current Business Opportunities website containing the information normally shared during this meeting. Interested parties may submit any questions they have to be addressed during the written Question/Inquiry process, as further instructed in Section 1.7

The pre-proposal conference provides an opportunity for potential prime contractors and potential sub-contractors to connect. In lieu of the pre-proposal conference, the State strongly encourages potential prime contractors and potential subcontractors to complete and submit **Attachment I** directly to rfp@idoa.in.gov no later than the time and date outlined in [Section 1.24](#). Compiled company contact information will be posted to the solicitation website to allow networking to take place among the vendor community. Though **Attachment I** is not required, the State encourages its use.

1.7 Question/Inquiry Process

All questions/inquiries regarding this solicitation must be submitted by the date and time outlined in [Section 1.24](#). Questions/Inquiries may be submitted in **Attachment G**, Q&A Template, via email to rfp@idoa.IN.gov and must be received by the time and date indicated in [Section 1.24](#).

The subject line of the email submissions must clearly state the following:

“RFP 22-70538 Questions/Inquiries – [INSERT COMPANY NAME]”.

Following the question/inquiry due date, Procurement Division personnel will compile a list of the questions/inquiries submitted by all Respondents, redacting the name of the company who submitted the question. The responses will be posted to the IDOA website according to the timetable established in [Section 1.24](#). Only answers posted on the IDOA website will be considered binding and valid by the State. No Respondent shall rely upon, take any action, or make any decision based upon any verbal communication with any State employee.

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

1.8 Due Date for Proposals

All proposals must be submitted through a two-part process. Both deadlines must be met for a response to be complete. Part one, the Submission Form is due as set forth in [Section 1.24](#).¹ Proposals will be disqualified if the Submission Form is received after the expiration of the first deadline. Part two, the receipt date for Proposals on Flash Drives, is as set forth in [Section 1.24](#). Proposals will be disqualified if Flash Drives are received after their deadline. The awarded proposal **will be posted on the IDOA Award Recommendations website, at** <https://www.in.gov/idoa/2462.htm>.

The Submission Form is available at <https://www.in.gov/idoa/procurement/current-business-opportunities>. Complete the form in its entirety. The sourcing number and IDOA Procurement Lead information is available on the title page of this document. The Executive Summary and completed **Attachment J**, Attestation Form are to be attached to the Submission Form.

The Flash Drive(s) should be sent using the address information below:

Stephanie Nelson – RFP 22-70538
Indiana Department of Administration
Procurement Division
402 West Washington Street, Room W468
Indianapolis, IN 46204

- Each Respondent must submit at least one original Flash Drive but if more are needed, that is acceptable.

¹ The date and time stamp generated by the State system indicating receipt of the Submission Form shall be considered the official time stamp for this RFP. See 1.24 Summary of Milestones for the due date and time.

- The proposal must follow the format indicated in [Section Two](#) of this document. No other method of submission will be accepted.
- Unnecessarily elaborate brochures or other presentations, beyond those necessary to present a complete and effective proposal, are not desired.
- No more than one proposal per Respondent may be submitted.
- Responses not submitted by the deadlines will not be considered; nor will sending it via email or hand delivery be viable alternatives.
- The State will not provide confirmation of receipt of Flash Drives. If that is desired, the Respondent should select a shipping method that will offer confirmation of receipt.
- The State accepts no obligations for costs incurred by Respondents in anticipation of being awarded.
- All communication, unless stated otherwise in this document, should be directed to the IDOA staff member on the title page of this solicitation. If communication is had with any other staff member, the **Respondent may disqualify themselves from further consideration.**

1.9 **Modification or Withdrawal of Offers**²

Responses may be modified by Respondents until the time and date the response is due. The Respondent's authorized representative may withdraw the proposal prior to the due date by sending notice to the address listed above in Section 1.8.

1.10 **Pricing**

Pricing on this solicitation must be firm and remain open for a period of not less than one hundred eighty (180 days) from the date of award issuance. Any attempt to manipulate the format of the document, attach caveats to pricing, or submit pricing that deviates from the current format will put your proposal at risk of being removed from consideration.³

Please refer to the Cost Proposal sub-section under [Section Two](#) for a detailed discussion of the proposal pricing format and requirements.

1.11 **Proposal Clarifications**

The State may request clarifications, in writing, on proposals submitted. These clarifications could include, but are not limited to, request for additional information, or request for Cost or Technical proposal revision. Additionally, in conducting clarifications, the State may use information derived from proposals submitted by competing Respondents only if the identity of the Respondent providing the information is not disclosed to others. The State will provide equivalent information to all Respondents which have been chosen for clarifications.

² Please note if the State elects to cancel the solicitation, all submitted responses would remain confidential, until the replacement solicitation is concluded, and an Award Recommendation made.

³ Making modifications to the Cost Proposal could result in the proposal being removed from consideration.

A sample contract is provided in **Attachment B**. Any requested changes to the sample contract must be submitted with your response (See [Section 2.3.6](#) for details). The State may reject any of these requested changes. It is the State's expectation that any material elements of the contract will be substantially finalized prior to contract award.

1.12 **Best and Final Offer (BAFO)**

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

Following evaluation of the best and final offers, the State may select for final contract negotiations/execution the offer(s) that are most advantageous to the State.

1.13 **Reference Site Visits**

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

1.14 **Type and Term of Contract**

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

The term of the contract shall be for a period of two (2) years from the date of contract execution. In addition, there may be one (1) renewal for a period of no more than two (2) years at the State's option.

1.15 **Confidential Information**

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et seq.*, and, after the contract award, the entire solicitation file will be posted on the IDOA website and may be viewed and copied by any member of the public, including news agencies and competitors. The responses are deemed to be "public records" unless a specific provision of IC 5-14-3 protects it from disclosure. Respondents claiming a statutory exception to the APRA **must indicate so per Attachment J** which specific provision applies to which specific part of the response.

Please note citing "Confidential" on an entire section is not sufficient or acceptable.

The Public Access Counselor (PAC) provides guidance on APRA. Respondents are encouraged to read guidance from the PAC on this topic as this is the guidance IDOA follows:

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

If the Respondent does not identify the statutory exception, the Procurement Division will not consider the submission confidential. The State also may seek the opinion of the PAC for guidance.

1.16 Taxes

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

1.17 Procurement Division Registration

In order to submit a proposal per [Section 1.8](#), Respondents must be registered as a bidder with the Department of Administration, Procurement Division.

At Bidder Profile Registration, <https://www.in.gov/idoa/procurement/supplier-resource-center/requirements-to-do-business-with-the-state/bidder-profile-registration/> the following may be completed.

- To register, follow instructions provided in Section 2.3.8.
- If registered, a Bidder ID # list is available to complete the Submission Form per Section 2.1.

1.18 Secretary of State Registration

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

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

1.19 Compliance Certification

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

1.20 Equal Opportunity Commitment

It has been determined that there is a reasonable expectation of minority, woman, and Indiana veteran business enterprises subcontracting opportunities on a contract awarded under this solicitation. Therefore, a contract goal of 8% for Minority Business Enterprises, 11% for Woman Business Enterprises, and 3% for Indiana Veteran Owned Small Businesses has been established.

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

1.21 Minority & Women Business Enterprises Subcontractor Commitment (MWBE)

Indiana Code 4-13-16.5 and 25 IAC 5 governs the Division of Supplier Diversity program as it relates to the certification, oversight, and responsibilities around the certified Indiana Minority and/or Women Business Enterprises (MWBE). As stated in [Section 1.20](#), there is a commitment goal for this solicitation. The MWBE Subcontractor Commitment form is **Attachment A**. The MWBE Subcontractor Commitment Form is to be submitted as a part of the Respondent's proposal. In order for the subcontractor commitment to result in evaluation points for the Respondent, the entity must be on the State of Indiana Certified M/W/IVOSB list at <https://www.in.gov/idoa/mwbe>.

If participation is met through the use of subcontractors, the Respondent must provide the scope of work of the products and/or services to be provided by the subcontractor(s). This must include explanation of whether the products and/or services are to be utilized directly by the Respondent and/or directly by the State, a description of the process through which the products/services will be received and applied to the benefit of the contract, the deliverable requirements as agreed upon between the Contractor and subcontractor, and the cost of supplies being utilized by the Respondent for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The amount entered in "**TOTAL BID AMOUNT**" should match the amount entered in the **Attachment D**, Cost Proposal Template, **Fees Charged to State tab (cell C12)**. The MBE and/or WBE subcontractor amount and subcontractor percentage is based on the initial term of the contract for scoring purposes only. The overall committed subcontractor percentage shall be sustained throughout the life of the

contract including any time after the initial term.

Failure to meet these goals will affect the evaluation of your Proposal. The Department will verify all information included on the MWBE Subcontractor Commitment Form.

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

- Must be on the State of Indiana Certified M/W/IVOSB list at <https://www.in.gov/idoa/mwbe>, **on or before** the proposal due date.
- Prime Contractor must include with their proposal the subcontractor's M/WBE Certification Letter provided by IDOA to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE, or IVOSB (see Section 1.22).
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement. See 25 IAC 5-6-2(d))
- **Must serve a Valuable Scope Contribution (VSC). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**
- Must provide goods or services only in the industry area for which it is certified.
- Must be used to provide the goods or services specific to the contract.
- National Diversity Plans are generally not acceptable.

MINORITY & WOMEN'S BUSINESS ENTERPRISES SUBCONTRACTOR LETTER OF COMMITMENT (MWBE)

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

The State may deny evaluation points if the letter(s) is/are not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the **"TOTAL BID AMOUNT"** and the anticipated period that the Subcontractor will perform work for this solicitation.

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

MINORITY & WOMEN'S BUSINESS COMPLIANCE (MWBE)

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

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

Any changes to this information during the term of the contract must be approved by Division of Supplier Diversity Compliance at MWBECompliance@idoa.IN.gov.

1.22 Indiana Veteran Owned Small Business Subcontractor Commitment (IVOSB)

In accordance with IC 5-22-14 and 25 IAC 9, it has been determined that there is a reasonable expectation of Indiana Veteran Owned Small Business subcontracting opportunities on a contract awarded under this solicitation. The IVOSB Subcontractor Commitment form is **Attachment A1**. The IVOSB Subcontractor Commitment Form is to be submitted as a part of the Respondent's proposal. In order for the subcontractor commitment to result in evaluation points for the Respondent, the entity must be on the State of Indiana Certified M/W/IVOSB list at <https://www.in.gov/idoa/mwbe>.

If participation is met through the use of subcontractors, the Respondent must provide the scope of work of the products and/or services to be provided by the subcontractor(s). This must include explanation of whether the products and/or services are to be utilized directly by the Respondent and/or directly by the State, a description of the process through which the products/services will be received and applied to the benefit of the contract, the deliverable requirements as agreed upon between the Contractor and subcontractor, and the cost of supplies being utilized by the Respondent for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The amount entered in "**TOTAL BID AMOUNT**" should match the amount entered in the **Attachment D**, Cost Proposal Template, **Fees Charged to State tab (cell C12)**. The MBE and/or WBE subcontractor amount and subcontractor percentage is based on the initial term of the contract for scoring purposes only. The overall committed subcontractor percentage shall be sustained throughout the life of the contract including any time after the initial term.

If the Respondent to the solicitation is an IVOSB certified entity, the letter confirming same should be submitted with their response. The Respondent has the responsibility to alert IDOA of their certification. The IVOSB Respondent will receive the total points for the IVOSB evaluation criteria per [Section 3.2.7](#). Additional IVOSB subcontractors must be included if the IVOSB Respondent is seeking the additional bonus point.

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

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

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

- Must be listed on Federal Center for Veterans Business Enterprise VETBIZ at <https://www.vetbiz/va/gov/vip/> under INDIANA, or listed at State of Indiana Certified M/W/IVOSB list at <https://www.in.gov/idoa/mwbe>, **on or before** the proposal due date
- Prime Contractor must include with their proposal the subcontractor's veteran business Certification Letter provided by either IDOA or Federal Govt. VETBIZ at <https://www.vetbiz/va/gov/vip/>, to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE (see Section 1.21) or IVOSB
- IVOSB must have a Bidder ID (see [Section 2.3.8](#) - Department of Administration, Procurement Division).
- A Prime Contractor who is an IVOSB can count their own workforce or companies to meet this requirement. See IAC 25-9-4-1 (c).
- **Must serve a Valuable Scope Contribution (VSC). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**
- Must provide goods or services only in the industry area for which it is certified as listed in the VETBIZ federal registry, at <https://www.vetbiz/va/gov/vip/> under INDIANA or at State of Indiana Certified M/W/IVOSB list at <https://www.in.gov/idoa/mwbe>.
- Must be used to provide the goods or services specific to the contract.

INDIANA VETERAN OWNED SMALL BUSINESS SUBCONTRACTOR LETTER OF COMMITMENT

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

percentage is based on the initial term of the contract. However, the subcontractor commitment shall apply to the life of the contract including any time after the initial term.

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

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

INDIANA VETERAN OWNED SMALL BUSINESS COMPLIANCE (IVOSB)

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

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

Any changes to this information during the term of the contract must be approved by Division of Supplier Diversity Compliance at MWBECompliance@idoa.IN.gov.

1.23 Americans with Disabilities Act

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

1.24 Summary of Milestones

The following timeline is only an illustration of the solicitation process. Not all the dates below are binding.⁴ Due to the unpredictable nature of the evaluation period, these dates are

⁴ Submission of the Submission Form, Proposals on Flash Drives and Reference Check Forms to State ARE binding

commonly subject to change. At the conclusion of the evaluation process, all Respondents will be informed of the evaluation team's findings.

Key Dates

Activity	Date
Issue of solicitation	May 27, 2022
Deadline to Submit Pre-Proposal Network Opportunities Form (Optional)	June 6, 2022
Deadline to Submit Written Questions	June 6, 2022 by 3:00 PM Eastern Time
Response to Written Questions/Amendments	June 13, 2022
Submission process Part one: Submission Form and Required Attachments (see footnote 4.)	July 11, 2022 by 3:00 PM Eastern Time
Submission process Part two: Submission of Proposals on Flash Drive(s) (see footnote 4.)	July 14, 2022 by 3:00 PM Eastern Time
Submission of Reference Check Forms to State (see footnote 4.)	July 14, 2022 by 3:00 PM Eastern Time
<i>The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.</i>	
Proposal Evaluation	TBD
Proposal Discussions/Clarifications (if necessary)	TBD
Oral Presentations (if necessary)	TBD
Best and Final Offers (if necessary)	TBD
Award Recommendation	September 30, 2022

1.25 Evidence of Financial Responsibility (25 IAC 1.1-1-5) REMOVED AT REQUEST OF AGENCY

1.26 Conflict of Interest

Any person, firm or entity that assisted with and/or participated in the preparation of this solicitation document is prohibited from submitting a proposal to this specific solicitation. For the purposes of this solicitation, a "person" means a State officer, employee, special State

and not subject to change.

appointee, or any individual or entity working with or advising the State or involved in the preparation of this solicitation proposal. This prohibition would also apply to an entity who hires, within a one-year period prior to the publication of this solicitation, a person that assisted with and/or participated in the preparation of this solicitation.

1.27 Procurement Protest Policy

The State's procurement protest policy can be found at <https://www.in.gov/idoa/files/ProcurementProtestPolicy.pdf>. Per the policy, there are two periods of protest allowable for the solicitation:

- Specifications Protest - written letter of protest regarding inadequate, unduly restrictive, or ambiguous requirements or specifications must be received by IDOA by the close of business not less than ten (10) business days (as defined by the State work calendar) prior to the proposal due date.
- Award Recommendation Letter Protest - written letter of protest regarding the procurement methods and/or procedures used during the procurement process must be received by IDOA by the close of business within five (5) business days (as defined by the State work calendar) after the date of the Award Recommendation Letter.

Additional details as to the required content in the letter and the steps involved in a protest can be found in the State's Procurement Protest Policy at <https://www.in.gov/idoa/files/ProcurementProtestPolicy.pdf>.

Section Two Proposal Preparation Instructions

2.1 General

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

- Proposals will be disqualified if the Submission Form is received after the expiration of the first deadline per Section 1.24.
- Proposals will be disqualified if the Submission Form is received without the Executive Summary and/or the required completed Attachment J, Attestation Form attached.
- The Executive Summary must be in the form of a letter and attached to the Submission Form.
- **Attachment J**, the Attestation Form, must be attached to the Submission Form.
- Proposals will be disqualified if Flash Drives are received after the expiration of the second deadline per Section 1.24.
- Each item, Executive Summary, Business Proposal, Technical Proposal, Cost Proposal, and attachments must be separate standalone electronic files. Please do not submit your proposal as one large file.
- A Bidder ID is a required field on the Submission Form to submit a response. A Bidder ID list is available at <https://www.in.gov/idoa/procurement/supplier-resource-center/requirements-to-do-business-with-the-state/bidder-profile-registration/>
- Requests to extend the due date to accommodate delivery challenges will be denied. Submission Form and Flash Drive responses not submitted by the deadlines will not be considered; sending responses via email or hand delivery will not be a viable alternative.
- The State strongly encourages Respondents to allow plenty of time to ship their proposals on Flash Drives.
- Please submit all attachments in their original format. Any attempt to manipulate the format of the documents that deviates from the current format will put your proposal at risk of disqualification.
- Confidential Information must also be clearly marked per **Attachment J**.
- Confirmation of receipt of Flash Drives is the responsibility of the Respondents and reliant upon the shipping method chosen.

2.2 Executive Summary⁵

The Executive Summary must address the following topics except those specifically identified as “optional.” The Executive Summary is to be attached to the Submission Form by the response due date and Eastern time.

⁵ The Executive Summary may be included on the Flash Drive if desired.

2.2.1 **Summary of Ability and Desire to Supply the Required Products or Services**

The Executive Summary must briefly summarize the Respondent's ability to supply the requested products and/or services that meet the requirements defined in Section 2.4 of this solicitation.

2.2.2 **Signature of Authorized Representative**

A person authorized to commit the Respondent to its representations and who can certify that the information offered in the proposal meets all general conditions including the information requested in [Section 2.3.4](#), must sign the Executive Summary. **In the Executive Summary, please indicate the principal contact for the proposal along with an address, telephone, and e-mail address, if that contact is different than the individual authorized for signature.**

2.2.3 **Respondent Notification**

Unless otherwise indicated in the Executive Summary, Respondents will be notified via e-mail.

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

2.2.4 **Secretary of State**

The Respondent shall indicate their status with respect to the Office of the Indiana Secretary of State.

2.2.5 **Other Information**

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

2.3 **Business Proposal**

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

Any attempt to manipulate the format of the document that deviates from the current format will put your proposal at risk for disqualification.

2.3.1 General (optional)

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

2.3.2 Respondent's Company Structure

The legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this section. If the organization includes more than one (1) product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization.

2.3.3 Respondent's Diversity, Equity, and Inclusion Information

With the Cabinet appointment of a Chief Equity, Inclusion and Opportunity Officer on February 1, 2021, the State of Indiana sought to highlight the importance of this issue to the State. Please share leadership plans or efforts to measure and prioritize diversity, equity, and inclusion. Also, what is the demographic compositions of Respondents' Executive Staff and Board Members, if applicable.

2.3.4 Company Financial Information

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

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

2.3.5 Integrity of Company Structure and Financial Reporting

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

2.3.6 Contract Terms/Clauses

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

Please review the contract and indicate per **Attachment J**, your acceptance of mandatory contract clauses. If a non-mandatory clause is not acceptable as worded, suggest specific alternative wording to address issues raised by the specific clause in **Attachment E**. If you require additional contract terms, please include them in this section. To reiterate it's the State's strong desire to not deviate from the contract provided in the attachment and as such the State may reject all requested changes.

The mandatory contract terms are as follows:

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

The substantively required terms are as follows:

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

This solicitation and all portions of the Respondent's response will be incorporated as part of the final contract.

2.3.7 References

Reference information is captured on **Attachment H**. Respondent should complete the reference information portion of the **Attachment H** which includes the name, address, and telephone number of the client facility and the name, title, and phone number or email of a person who may be contacted for further information if the State elects to do so. The rest of **Attachment H** should be completed by the reference and emailed by the reference DIRECTLY to the State. The State should receive three (3) **Attachment Hs** from clients for whom the Respondent has provided products and/or services that are the same, or similar, to those products and/or services requested in this solicitation.

- **Attachment H** should be submitted to <mailto:idoareferences@idoa.in.gov>.
- **Attachment H** should be submitted by the due date listed in [Section 1.24](#) of the solicitation. Please provide the customer information for each reference.

2.3.8 Registration to do Business

Secretary of State

Respondents providing the products and/or services required by this solicitation must be registered to do business within the State by the Indiana Secretary of State. This process must be concluded prior to contract negotiations with the State. It is the successful Respondent's responsibility to complete the required registration with the Secretary of State at www.in.gov/sos. The Respondent must indicate the status of registration, in the Executive Summary.

Department of Administration, Procurement Division

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

The Bidder registration offers email notification of upcoming solicitation opportunities, corresponding to the Bidder's area(s) of interest, selected during the registration process. Respondents need to be registered to submit a

proposal. Completion of the Bidder registration will result in your name being added to the Bidder's Database, for email notification. The Bidder registration requires some general business information, an indication of the types of goods and services you can offer the State of Indiana, and location(s) within the state that you can supply or service. There is no fee to be placed in Procurement Division's Bidder Database.

2.3.9 Authorizing Document

A person authorized to commit the Respondent to its representations and who can certify that the information offered in the bid response meets all general conditions must sign the Executive Summary, please indicate the principal contact for the proposal along with an address, telephone number, and e-mail address, if that contact is different than the individual authorized for signature. Additionally, the Company's Bidder ID #, FEIN, Type of Business (i.e., Corporation, Sole Proprietor, LLC, etc.), and North American Industry Classification System (NAICS) Code should all be included in the Executive Summary with the contact information.

2.3.10 Diversity Subcontractor Agreements

- a. Per RFP Section 1.21, Minority & Women's Business Enterprises (MBE/WBE), and 1.22 Indiana Veteran Owned Small Business Subcontractor (IVOSB), explain process followed to engage with potential MBE, WBE and IVOSB owned, Indiana certified businesses listed on Division of Supplier Diversity site. List the businesses invited to discuss the opportunity for potential partnership.
- b. If not proposing each MBE, WBE or IVOSB subcontractor partnership, explain the rationale for declining to do so. Complete this for each category not proposed.

2.3.11 Evidence of Financial Responsibility

REMOVED AT REQUEST OF AGENCY

2.3.12 General Information

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

- a. Does your Company have a formal disaster recovery plan? Please provide a yes/no response. If no, please provide an explanation of any alternative solution your company has to offer. If yes, please note and include as an attachment.

- b. What is your company's technology and process for securing any State information that is maintained within your company?

2.3.13 Experience Serving State Governments

Each Respondent is asked to please provide a brief description of your company's experience in serving state governments and/or other governmental bodies.

2.3.14 Experience Serving Similar Clients

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

2.3.15 Payment

REMOVED AT REQUEST OF AGENCY

2.3.16 Extending Pricing to Other Governmental Bodies

REMOVED AT REQUEST OF AGENCY

2.4 Technical Proposal

The Technical Proposal must be divided into the sections as described below. Every point made in each section must be addressed in the order given. The same outline numbers must be used in the response. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the Technical Proposal must contain a meaningful summary of the referenced material. **The referenced document must be included as an appendix to the technical proposal with referenced sections clearly marked.** If there are multiple references or multiple documents, these must be listed and organized for ease of use by the State. **The Technical Proposal Template is Attachment F.**

Any attempt to manipulate the format of the document that deviates from the current format will put your proposal at risk of disqualification.

2.5 Cost Proposal

The Cost Proposal Template is Attachment D.

The State has budgeted no more than thirty-six thousand dollars (\$36,000.00) annually to be paid to the selected Respondent at the rate of three thousand dollars (\$3,000.00) per month for rehabilitation and monitoring services. This is a flat fee regardless of the number of program participants. There are currently approximately forty (40) pharmacists enrolled in the program. The State is not in a position to guarantee the number of participants in the future and the State cannot guarantee future spending will be at this level. This amount is merely provided as an aid to potential Respondents in responding to this solicitation.

In addition to rehabilitation and monitoring, the selected Respondent can expect to incur the following expenses in providing all the mandatory components of the program:

- Maintenance of a single point of access toll-free phone line and website for providing information about the program to interested parties;
- education and outreach expenses;
- staff travel for program purposes to appear at Indiana Board of Pharmacy (“IBP”) meetings or whenever requested to appear by IBP or the Indiana Professional Licensing Agency;
- salary for benefits for staff assigned to the program;
- fees to subcontractors utilized by the selected vendor for the program;
- miscellaneous office expenses related to the program;
- professional liability insurance.

The Respondent should list and describe any special cost assumptions, conditions, and/or constraints in a PDF format labeled as **“Cost Assumptions, Conditions and Constraints”**.

Additional pricing considerations (Fees Charged to Practitioner):

- Respondent shall include in its response any fees to be assessed to practitioner for participation in the program, including the amount to be assessed to the practitioner for participation in the program and additional amounts that may be assessed if the practitioner is noncompliant with the RMA.
- Any fees assessed to the practitioner in the monitoring program shall be paid directly to the Respondent by the participant. These fees may include, but are not limited to, the Medical Review Officer’s initial assessment, each quarterly evaluation, and letters of recommendation requested by participants for court or board appearances. All such fees shall be accounted for and used only for the operation of the program except that this restriction does not apply to fees for voluntary continuing participation in the rehabilitation monitoring program. All travel expenses incurred by a program participant are the responsibility of the participant.
- After a participant has completed the RMA period and upon the practitioner’s request, the practitioner will be permitted to voluntarily sign a subsequent agreement for an additional period of time. The participant is directly responsible for the cost of all monitoring conducted by the Respondent. Monitoring of these voluntary enrollees shall not be assessed to the State.

- Funds associated with the contract must be used exclusively for operation of this program and cannot be used for any of the Respondent's business contracts, projects, or other programs.
- Indiana Code 25-26-13-4.5(b)(2) authorizes the State to accept grants and public and private financial assistance to assist participants. Respondents are encouraged to seek and propose methods of providing additional funding for the program in compliance with IC 25-26-13-4.5, as appropriate.
- A practitioner who relapses will be responsible for any fees associated with any treatment ordered by the Medical Review Officer as a condition of continued participation in the rehabilitation monitoring program. Costs of evaluation and/or treatment, travel expenses to and from treatment centers/therapy appointments, and medication prescribed for recovery purposes such as naltrexone, that are recommended and/or required as a result of the practitioner's relapse are solely the responsibility of the practitioner.

The Respondent should list and describe any fees to be assessed to practitioners for participation in the program in the **Cost Proposal template (Attachment D), "Fees Charged to Practitioner" tab.**

The baseline for RFP 22-70538 is thirty-six thousand dollars (\$36,000.00) per annum to be paid by the State directly to the selected Respondent at the rate of three thousand dollars (\$3,000.00) per month. This amount paid by the State is a flat rate. It is not based on the active number of participants in the program per month.

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

Cost Proposal Narrative

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

Cost Assumptions, Conditions and Constraints

The Respondent should list and describe as part of its Cost Proposal any special cost assumptions, conditions, and/or constraints relative to, or which impact, the prices presented on the Cost Schedules. It is of particular importance to describe any assumptions made by the Respondent in the development of the Respondent's Technical Proposal that have a material impact on price. It is in the best interest of the Respondent to make explicit the assumptions, conditions, and/or constraints that underlie the values presented on the Cost Schedules. Assumptions, conditions, or constraints that conflict with the solicitation requirements is not

acceptable. **Please compose and return this document in a PDF format, labeled as “Cost Assumptions, Conditions and Constraints”.**

2.6 **Attestation Form**⁶

The Attestation Form is **Attachment J**. This is the formal declaration of responses to the following as well as to the additional areas cited within **Attachment J** as it relates to this solicitation. **Attachment J**, Attestation Form is to be attached to the Submission Form due on the Submission Form due date and Eastern time.

2.6.1 **Indiana Economic Impact**

All companies desiring to do business with State Agencies must complete an “Indiana Economic Impact” form (**Attachment C**). This is not a separate evaluation item scored as set forth in [Section 3.2](#) but still a required form. The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the State. The amount entered in Line 16 “Total amount of this proposal, bid, or current contract” should match the amount entered in the **Attachment D**, Cost Proposal Template.

2.6.2 **Buy Indiana Initiative/Indiana Company**

It is the Respondent’s responsibility to confirm its Buy Indiana status for this portion of the process. If a Respondent has previously registered its business with IDOA and wishes to be certified as a Buy Indiana entity, go to the Buy Indiana website at <https://www.in.gov/idoa/2467.htm>

Respondents not previously registered with IDOA must go to the Buy Indiana website at <https://www.in.gov/idoa/2467.htm> and follow the steps outlined in the paragraph above to certify your business’ status. The Respondent’s Buy Indiana status must be finalized when the solicitation response is submitted to the State.

Respondent must clearly indicate whether they intend to claim in **Attachment J** (Respondent will only be evaluated on the criteria selected/cited from IC 5-22-15-20.5).

When applying to Buy IN status, be sure to allow sufficient time to complete this process, at least twenty (20) business days.

⁶ The **Attachment J**, Attestation Form may be included on the Flash Drive if desired.

Buy IN must be affirmatively claimed and documentation submitted per **Attachment J. The State will not look up status of each Respondent in a search to determine eligibility of potential provide points.**

Defining an Indiana Business:

“Indiana business” refers to any of the following:

- (1) A business whose principal place of business is located in Indiana.
- (2) A business that pays a majority of its payroll (in dollar volume) to residents of Indiana.
- (3) A business that employs Indiana residents as a majority of its employees.
- (4) A business that makes significant capital investments in Indiana.
- (5) A business that has a substantial positive economic impact on Indiana.

Substantial Capital Investment:

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

Substantial Indiana Economic Impact:

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR); it shall qualify as an Indiana business under I.C. 5-22-15-20.5 (b)(5).

2.6.3 Indiana Preferences

Pursuant to IC 5-22-15-7, Respondent may claim only one (1) preference. For the purposes of this solicitation, this limitation to claiming one (1) preference applies to Respondent’s ability to claim eligibility for Buy Indiana points.

Respondent must clearly indicate which preference(s) they intend to claim. Additionally, the Respondent’s Buy Indiana status must be finalized by the due date of the solicitation.

Buy Indiana

Refer to [Section 2.6.2](#) for additional information.

2.6.4 Subcontractors

The Respondent is responsible for the performance of any obligations that may result from this solicitation and shall not be relieved by the non-performance of

any subcontractor. Respondent's proposal must identify all subcontractors including those not submitted in **Attachment A and/or Attachment A1** and describe the contractual relationship between the Respondent and each subcontractor. Per instructions in **Attachment J**, either a copy of the **executed subcontract** or a **letter of agreement** over the official signature of the firms involved must accompany each proposal.

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

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

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

IVOSB entities (whether a prime or subcontractor) must have a Bidder ID. If registered with IDOA, this should have already been provided (as with MWBEs). IVOSBs that are only registered with the Federal Center for Veterans Business Enterprise will need to ensure that they also have a Bidder ID provided by IDOA (please see [Section 2.3.8](#) for details).

Section Three Proposal Evaluation

3.1 Proposal Evaluation Procedure

The State has selected a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with solicitation requirements. All evaluation personnel will use the evaluation criteria stated in [Section 3.2](#).

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

- 3.1.1 Each proposal will be evaluated for adherence to mandatory requirements, per Section 3.2, Step 1, on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration. Further any proposals not meeting the Mandatory Requirements listed in [Section 3.2](#), Step 1 and noted in **Attachment J** will be disqualified.
- 3.1.2 Each proposal will be evaluated based on the categories included in [Section 3.2](#). A point score has been established for each category.
- 3.1.3 Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to the State may be selected by IDOA and IPLA for further action, such as contract negotiations. If, however, IDOA and IPLA decide that no proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, the State may begin contract preparation with another Respondent or determine that no such alternate proposal exists.

3.2 Evaluation Criteria

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the solicitation in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The points associated with each category are indicated following the category name (total maximum points = 103).

Additionally, there is an opportunity for a bonus of three points if certain criteria are met. For further information, please reference [Section 3.2.3](#). If any one or more of the listed criteria on which the responses to this solicitation will be evaluated are found to be inconsistent or incompatible with applicable federal laws, regulations or policies, the specific criterion or

criteria will be disregarded, and the responses will be evaluated and scored without considering such criterion or criteria.

Summary of Evaluation Criteria:

Criteria	Points
1. Adherence to Mandatory Requirements	Pass/Fail
2. Management Assessment/Quality (Business and Technical Proposal)	50 available points
3. Cost (Cost Proposal)	30 available points
4. Buy Indiana	5
5. Minority Business Enterprise Subcontractor Commitment	5 (1 bonus points are available, see Section 3.2.5)
6. Women Business Enterprise Subcontractor Commitment	5 (1 bonus points are available, see Section 3.2.6)
7. Indiana Veteran Owned Small Business Subcontractor Commitment	5 (1bonus points are available, see Section 3.2.7)
Total	100 (103 if bonus awarded)

All proposals will be evaluated using the following approach.

Step 1

In this step proposals will be evaluated only against Criteria 1 to ensure that they adhere to Mandatory Requirements. The Mandatory Requirements are:

- Executive Summary and required content; submitted as Submission Form attachment
- **Attachment A** and **A1** with commitment letters, and forms, if applicable;
- **Attachment C** Indiana Economic Impact Form, completed;
- **Attachment D** Cost Proposal, **Attachment E** Business Proposal, **Attachment F** Technical Proposal, unaltered and complete with all requested supporting documents.
- **Attachment J** Attestation Form, complete with all requested supporting documents; submitted as Submission Form attachment.

Any proposals not meeting the Mandatory Requirements will be disqualified.

Step 2

The proposals that fulfill the Step 1 Mandatory Requirements will then be scored based on Criteria 2 and 3 ONLY. All proposals will be ranked based on their combined scores for Criteria 2 and 3 ONLY. This ranking will be used to create a “short list”. Any proposal not making the “short list” will not be further evaluated.

Step 2 may include one or more rounds of proposal discussions, oral presentations, clarifications, and/or demonstrations focused on cost and other proposal elements. Step 2 may include additional “short lists” at the State’s sole discretion.

Step 3

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

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

The section below describes the different evaluation criteria.

- 3.2.1 Adherence to Requirements – Pass/Fail**
Respondents passing this category move to Phase 2

The following 2 categories cannot exceed 80 points.

- 3.2.2 Management Assessment/Quality**
50 available points

- 3.2.3 Price**
30 available points

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

- *Respondent’s Cost Score = (Lowest Cost Proposal / Total Cost of Proposal) X 30*

- 3.2.4 Buy Indiana Initiative – 5 points**

Respondents qualifying, and documenting per **Attachment J**, as an Indiana Company as defined in [Section 2.6.2](#) will receive 5 points in this category.

3.2.5 Minority Business Subcontractor Commitment – 5 points⁷

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

If the Respondent's commitment percentage is less than the established MBE goal, the maximum points achieved will be awarded according to the following schedule:

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

NOTE: Fractional percentages will be rounded up or down to the nearest whole percentage. (e.g. 7.49% will be rounded down to 7% = 4.375 pts., 7.50% will be rounded up to 8% = 5.00 pts. Rounding will be calculated based on the Sub-Contract Amount, divided by the Total Bid Amount.)

If the Respondent's commitment amount is greater than \$0 but the commitment percentage is rounded down to 0% for MBE participation the respondent will receive 0 points.

If the respondent's commitment amount is \$0 and thus the commitment percentage is 0% for MBE participation, a deduction of 1 point will be discounted on the respective MBE score.

The Respondent with the greatest applicable VSC participation which exceeds the stated goal ("exceeds" defined herein as a commitment percentage that is equal to or greater than 9% before rounding) for the respective MBE category will be awarded 6 points (5 points plus 1 bonus point). In cases where there is a tie for the greatest applicable VSC participation and both firms exceed the goal for the respective MBE category both firms will receive 6 points.

3.2.6 Women Business Subcontractor Commitment - 5 points⁸

The following formula will be used to determine points to be awarded based on the WBE goals listed in [Section 1.20](#) of this solicitation.

Scoring is conducted based on an assigned 5-point, plus possible 1 bonus-point, scale. Points are assigned for WBE participation based upon the BAFO meeting or

⁷ Required documentation must, of course, be provided to receive points as described.

⁸ Required documentation must, of course, be provided to receive points as described.

exceeding the established goals.

If the Respondent's commitment percentage is less than the established WBE goal, the maximum points achieved will be awarded according to the following schedule:

%	1%	2%	3%	4%	5%	6%	7%	8%	9%	10%	11%
Pts.	0.45	0.9	1.35	1.8	2.25	2.7	3.15	3.6	4.05	4.5	5.0

NOTE: Fractional percentages will be rounded up or down to the nearest whole percentage. (e.g. 7.49% will be rounded down to 7% = 3.15 pts., 7.50% will be rounded up to 8% = 3.6 pts. Rounding will be calculated based on the Sub-Contract Amount, divided by the Administrative Bid Amount.)

If the Respondent's commitment amount is greater than \$0 but the commitment percentage is rounded down to 0% for WBE participation the Respondent will receive 0 points.

If the Respondent's commitment amount is \$0 and thus the commitment percentage is 0% for WBE participation, a deduction of 1 point will be discounted on the WBE score.

The Respondent with the greatest applicable VSC participation which exceeds the stated goal ("exceeds" defined herein as a commitment percentage that is equal to or greater than 12% before rounding) for the WBE category will be awarded 6 points (5 points plus 1 bonus point). In cases where there is a tie for the greatest applicable VSC participation and both firms exceed the goal for the WBE category both firms will receive 6 points.

3.2.7 **Indiana Veteran Owned Small Business Subcontractor Commitment - 5 points**⁹

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

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

%	0%	0.6%	1.2%	1.8%	2.4%	3%
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⁹ Required documentation must, of course, be provided to receive points as described.

Pts.	-1	1	2	3	4	5
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NOTE: Fractional points will be awarded based upon a graduated scale between whole points. (e.g., a 0.3% commitment will receive .5 points and a 1.5% commitment will receive 2.5 points)

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

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

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

3.2.8 Qualified State Agency Preference Scoring

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

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