



REQUEST FOR PROPOSALS ("RFP") FOR
THE INDIANA STATE POLICE PENSION TRUST AUDIT REPORT

RFP NUMBER 16-01

RELEASE DATE: MARCH 7, 2016

DEADLINE FOR INQUIRIES: MARCH 14, 2016

DEADLINE FOR SUBMISSION: MARCH 31, 2016

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SECTION 1 – INTRODUCTION

1.1 Title

Request for Proposals (“RFP”) for Audit Services of the Indiana State Police Pension Trust (“ISPPT” or the “Trust”)

1.2 Overview of Request for Audit Services

The Treasurer of State, as Trustee of the Trust, is soliciting proposals from all qualified firms who wish to be considered as a vendor to provide Audit Services as described in Section 3 - Scope of Services.

1.3 ISPPT Background

1.3.1 History

The ISPPT was established by the Indiana General Assembly to provide pension, death, survivor, and other benefits to present and former employees of the Department of State Police and their beneficiaries in 1937. The State Police Pension has two plans: the Pre-1987 Plan and the 1987 Plan. The 1987 Plan applies to: (1) all State Police officers hired after June 30, 1987; and (2) those officers hired before July 1, 1987, who elected coverage under the 1987 Plan.

The operation of the State Police retirement plans is governed by the pension fund trust agreement between the State Police Department and the State Treasurer (trustee). For more information regarding the ISPPT Trust Agreement, please visit http://in.gov/isp/files/ISP_Pension_Trust_Agreement_2014-01-01_Restatement.pdf

1.3.2 Role

The Treasurer of State is responsible for receiving, holding, managing, and investing any money paid to the ISPPT in accordance with the terms of the Trust Agreement. The ISPPT serves as a necessary recruiting and retention tool for the State Police Department and provides a lifetime monthly retirement benefit, as well as long-term disability, line of duty injury, and line of duty death benefits.

1.3.3 Member Base

The Pre-1987 Plan consists of 635 retired members and 49 active participants, while the 1987 Plan provides services and benefits to 590 retired members and 1,185 active participants. The Plans are sponsored by a single employer: The State of Indiana.

1.4 Issuer

The Office of the Treasurer (“Treasurer’s Office”) is issuing this RFP in accordance with Indiana statutes governing the administration of the ISPPT and the Treasurer’s procurement policy. The staff of the Treasurer’s Office has prepared the content of this RFP. An electronic version of this RFP may be obtained from the following website: <http://www.in.gov/tos>. Additional copies are available at a rate of \$0.10 per page.

1.5 Contacts

Inquiries from Respondents are not to be directed to any staff of the Treasurer's Office or member of the Trust's Pension Advisory Board, except as outlined in Section 1.6 of this RFP. Such unauthorized communication(s) may disqualify Respondent from further consideration. The Treasurer's Office reserves the right to discuss any part of any response for the purpose of clarification. Respondents will be given equal access to any communications about the RFP between the Office of the Treasurer and other Respondents.

1.6 Inquiries about the RFP for the Indiana State Police Pension Trust

All inquiries and requests for information affecting this RFP must be submitted by email to the contact below no later than due dates outlined in Section 1.16 of this RFP.

Michael Frick

Deputy Treasurer of State
mfrick@tos.in.gov

The Treasurer's Office reserves the right to judge whether any questions should be answered in writing. Questions and responses will be posted to the Treasurer's website.

If it becomes necessary to revise any part of this RFP or provide additional interpretation of a provision, an addendum will be posted to the Treasurer's website prior to the due date for proposals. If such addendum issuance is necessary, the Treasurer may extend the due date and time of the proposals to accommodate such additional information requirements, if necessary.

1.7 Invitation to Submit Proposals

All proposals must be received at the address below no later than **March 31, 2016 at 3:00 PM EDT**. Each Respondent must submit one (1) hard copy and three (3) electronic copies (preferably PDF) of your response on CD. Please mark one of the electronic responses as an original. This electronic copy labeled original will be considered the official submission. The proposal must be clearly marked "Response to RFP 16-01 for Audit Services" and addressed/delivered to:

Michael Frick

Deputy Treasurer of State
Office of the Treasurer
200 West Washington Street, Suite 242
Indianapolis, IN 46204

Any proposal received after the due date will not be considered.

1.8 Modification or Withdrawal of Offers

Responses to this RFP may be modified or withdrawn in writing (by facsimile or mail), if modifications are received prior to the date specified for receipt of proposals. The Respondent's authorized representative may also withdraw the proposal in person, with proper identification and execution of a

receipt for the proposal. Modification to or withdrawal of a proposal received after the date specified for receipt of proposals will not be considered.

The Treasurer may, at her option, allow all Respondents a five-calendar-day period to correct errors or omissions to their proposals. Should this necessity arise, the Treasurer's Office will contact each Respondent affected. Each Respondent must submit written corrections to the proposal within five calendar days of notification. The intent of this option is to allow proposals with only minor errors or omissions to be corrected as deemed necessary by the Treasurer. Major errors or omissions, such as the failure to include prices, will not be considered by the Treasurer as a minor error or omission and may result in disqualification of the proposal from further evaluation.

1.9 Confidential Information

Respondents are advised that materials contained in proposals are subject to the Indiana's Access to Public Records Act ("APRA"), IC 5-14-3 et seq., and, after the contract award, the entire RFP file, may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the transmittal letter and on the outside of such envelope that confidential materials are included. The Respondent must also specify the applicable statutory exception. If the Respondent does not specifically identify the statutory exception(s), the Treasurer will NOT consider the submission confidential. Furthermore, if the Treasurer does not agree that the information designated is confidential under one of the disclosure exceptions to APRA, she may either reject the proposal or consider the merits of the proposal without honoring the confidentiality requested. The Treasurer does not accept blanket confidentiality exceptions for the totality of the proposal. The Treasurer does not consider pricing to be confidential information. The Treasurer reserves the right to make determinations of confidentiality. Any objection to the Treasurer's confidentiality determination may be raised with the Indiana Public Access Counselor.

1.10 RFP Response Costs

The Treasurer's Office accepts no obligation for costs incurred by Respondents in preparation of a proposal or any other costs incurred in anticipation of being awarded a contract.

1.11 Proposal Life

All proposals made in response to this RFP must remain open and in effect for a period of not less than 180 days after the due date specified above. Any proposal accepted by the Treasurer for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by the Treasurer.

1.12 Secretary of State Registration

Before an out-of-state corporate Respondent can do business with the Treasurer's Office, the Respondent must be registered with the Indiana Secretary of State. If an out-of-state corporate Respondent does not have such registration at present, the Respondent should contact:

Secretary of State of Indiana
Corporations Division

302 West Washington Street, E018
Indianapolis, IN 46204
(317) 232-6576

For the necessary registration application form, or it can be accessed via the internet at <http://www.in.gov/sos/>. It is each Respondent's responsibility to register prior to the initiation of any contract discussions, but registration is not a requirement to submit a response.

1.13 Discussion Format

The Treasurer's Office reserves the right to conduct discussions, either oral or written, with those Respondents determined by the Treasurer to be reasonably viable to being selected for award. The Treasurer's Office also reserves the right to seek clarification to resolve issues as deemed necessary by Treasurer.

1.14 Compliance Certification

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

1.15 Summary of Milestones

The following is the expected timeline for this solicitation:

ACTIVITY	EXPECTED DATE
Release RFP	March 7, 2016
Respondent's Inquiry Period Ends	March 14, 2016
Answers to Inquiries Provided	March 21, 2016
Respondent RFP Submissions Due	March 31, 2016
Finalist Selection (Estimated)	Week of April 11, 2016
Finalist Presentations (Estimated)	Week of April 25, 2016
Selection of Vendor(s) (Estimated)	May 6, 2016

SECTION 2 – PROPOSAL CONTENT REQUIREMENTS

2.1 General Instructions

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

A complete proposal will include the following:

- Hard copy submission of a transmittal letter (with the information in Section 2.2 of this RFP).
- Hard copy submission of a business proposal (with the information and attachments described in Section 2.3 of this RFP).
- Hard copy submission of a fee proposal (with the information in Section 2.4 of this RFP).
- Original electronic copy on CD, three additional electronic copies, and one hard copy.

2.2 Transmittal Letter

The transmittal letter must be in the form of a letter and address the following topics:

2.2.1 Identification of RFP

The transmittal letter must first identify the RFP title and number.

2.2.2 Identification of Vendor

The transmittal letter must identify the following information:

- Respondent's Name
- Street Address
- City
- State
- ZIP
- Contact Name
- Phone
- Email

2.2.3 Summary of Ability and Desire to Supply the Required Services

The transmittal letter must briefly summarize the Respondent's ability to supply the requested services. The letter must also contain a statement indicating the Respondent's willingness to provide the requested services subject to the terms and conditions set forth in the RFP, including the state's standard contract clauses.

2.2.4 Signature of Authorized Representative

An authorized representative of the Respondent must sign the transmittal letter. Respondent personnel signing the transmittal letter of the proposal must be legally

authorized by the organization to commit the organization contractually. This section must contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

2.2.5 Other Information

Any other information the Respondent may wish to briefly summarize will be acceptable.

2.3 Business Proposal

The business proposal must contain the required information and be organized under the specific section titles as listed below.

2.3.1 Executive Summary

Provide a high level description of the proposed scope of services.

2.3.2 Relevant Experience

The Respondent should include a list of at least three (3) clients for whom the Respondent has provided services in the last five years that are the same or similar to those services requested in this RFP. Any public sector retirement plan clients are preferred. Referenced clients must be clients who have been serviced by the proposed team.

Information provided should include the name, address, and telephone number of the client facility and the name, title, email address, and phone/fax numbers of a person who may be contacted for further information and site visits may be arranged. The following table must be utilized as a template to present the aforementioned information for each reference.

REFERENCE	
Client Name	
Client Address	
Primary Contact Name	
Primary Contact Title	
Primary Contact Phone Number and Email Address	
Number of Years as a Client	
Services Provided	

2.3.3 Organizational Capability

Describe the Respondent's organizational capability to provide the scope of work described in Section 3 of this RFP. To demonstrate organizational capability, provide the following:

- Year the company was established
- Number of employees
- Locations of corporate offices
- Whether your firm is independent as defined by applicable auditing standards
- Legal entity that will be contracting to provide the services outlined in the RFP and indicate how long the Respondent has been providing proposed services to clients
- List of all lawsuits, either pending as of January 2009 or filed since that date, including subject matter and status. Disclose any disciplinary action brought against your firm or employees by state regulators, bodies, or professional organizations during the past five years.
- State whether parts of the proposed services are to be provided by a subcontractor/partner and describe the relationship with the proposed subcontractor/partner and subcontractor/partner's role in providing these services
- Confirm that the Treasurer will contract with only one party who will be held accountable for all performance-related issues, including liability and the payment of liquidated damages for all services that become part of the final contract.

Audit Approach

Clearly describe your firm's approach to conducting the audit. Include in this description your proposed utilization of the Department of State Police and Treasurer's staff, methodology for accomplishing the varied audit requirements in a timely and efficient manner and any special techniques you may employ to facilitate the first year engagement. Also include proposed segmentation of the engagement, level of staff assigned to each segment, approach to determining sample sizes, approach to determining compliance with laws and regulation, and the approach to be used in gaining an understanding of the internal control structure. Identify any potential audit problems, the firm's approach to resolving these problems, and any special assistance that will be requested from the Treasurer's Office.

Personnel

Identify the responsible partner(s) and appropriate partner, manager, and other supervisors who will work on the audit. Resumes for each should be included, including specific governmental experience and whether they are licensed to practice as a Certified Public Accountant in the State of Indiana. The depth of the staff available should be included and the firm's intent regarding continuity of assigned staff during future years. Also indicate any joint venture or subcontractor participation by other audit firms and staff profiles as appropriate. State whether the proposed staff have received continuing professional education in governmental accounting and auditing during the last two years.

Registration To Do Business

Respondents proposing to provide services required by this RFP are required to be registered to do business within the state with the Indiana Secretary of State. The contact information for this office may be found in Section 1.12 of this RFP. This process must be concluded prior to contract negotiations with the Treasurer's Office. It is the Respondent's responsibility to successfully complete the required registration with the Secretary of State. The respondent must indicate the status of registration, if applicable, in this section of the proposal.

Subcontractors

The Respondent must list any subcontractors that are proposed to be used in providing the required services. The subcontractor's responsibilities under the Proposal, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the Proposal.

2.3.4 Contract

Appendix A of this RFP is the base contract that will be used if an award is made. Any or all portions of this document are incorporated by reference as an addendum to the final contract. The Respondent is required to clearly identify and explain any exception that it desires to take to any of the terms and conditions of this RFP in this section. Additionally, if the Respondent wishes to include or change any language in the base contract being submitted, proposed language should be included in this section in the form of an amendment to the base contract. It should be noted that Appendix A of this RFP includes the essential clauses that are non-negotiable.

2.3.5 Assumptions

List any assumptions made by the Respondent in developing the response to this RFP, including the responsibilities for the Treasurer's staff.

2.4 Fee Proposal

Please provide details (including estimated hours and hourly rates) on your proposed fees for each of the services described in Section 3- Scope of Services. Please also provide hourly rates for services which may be requested outside the scope of the audits for each of the following: Partner, Manager, Senior Accountant, and Staff Accountants. Fees must be submitted in U.S. dollars under a fixed price. The proposed fees shall include all costs for providing services to the Treasurer as described and shall be guaranteed through the contract term. In no case will the final fee be higher than the fee contained in the Proposal. Payment of fees shall be in arrears.

Please Note: FAILURE TO SUBMIT A DETAILED FEE PROPOSAL WILL ELIMINATE A RESPONDENT'S ORGANIZATION FROM CONSIDERATION.

SECTION 3 – SCOPE OF SERVICES

3.1 Services Required – Financial Statements

1. Perform an annual audit of ISPPT's financial statements in accordance with audit standards generally accepted in the United States of America as well as in accordance with Indiana law and Government Auditing Standards issued by the Comptroller General of the United States. Express an opinion as to whether the financial statements present fairly in all material respects, the plan net position of the ISPPT as of the applicable June 30, 2015 and 2016, and changes in plan net position for the years then ended in conformity with U.S. generally

accepted accounting principles. The audit shall include tests of the accounting and other supporting records as deemed necessary by the independent auditor in order to express such opinion, including any required testing of the underlying census data of ISPPT's members.

2. The audit report will include all information required as necessary by applicable accounting (i.e., Governmental Accounting Standards Board pronouncements) and auditing standards generally accepted in the United States of America so that the audited financial statements and any other information such as required supplementary information can be provided for inclusion in the State of Indiana's Comprehensive Annual Financial Report.
3. Provide non-audit services such as assisting with drafting the financial statements, notes to the financial statements, required supplementary information, and any other information, as applicable. The Treasurer's Office will maintain management responsibility for any and all non-audit services provided.
4. Address completed reports to the Treasurer of State, as Trustee of the Indiana State Police Pension Trust.
5. Complete the audits and issue the audit reports by October 15 of each year as of ISPPT's June 30 fiscal year end. The partner-in-charge of the engagement will give an annual oral presentation to the Treasurer and the Pension Advisory Board on the results of the audit between November and December.
6. Keep the Treasurer informed of all current events affecting the public retirement industry, including an analysis of proposed accounting standards and federal tax matters.
7. The independent auditor and the Treasurer acknowledge the oversight responsibilities of the SBOA for the State and Quasi Agency audits. The selected firm will follow the minimum audit requirements as presented in the "Guidelines for the Audit of State and Local Governments by Authorized Independent Public Accountants" (available at: <http://www.in.gov/sboa/files/GuidelinesforAudit.pdf>) ("Guidelines for Audit").
8. The SBOA State Examiner will be notified immediately if there is a misappropriation of funds that is suspected to be the result of malfeasance, misfeasance, or nonfeasance discovered during the audit process.
9. Along with providing findings of noncompliance required to be included for the financial and federal audits, the independent auditor will perform any required review of compliance for laws, regulations, and the "Accounting and Uniform Compliance Guidelines Manual for State and Quasi Agencies" located at (<http://www.in.gov/sboa/2401.htm>) and as stated in the Guidelines for Audit.
10. The SBOA will be notified of the date, time, and place that the results of the audit will be discussed with the Treasurer and the Pension Advisory Board. The notification will take place at least two days prior to the meeting. Within ten business days of the issuance of the audit report, the independent auditor will transmit by email an Adobe Acrobat PDF copy of the audited financial statements, supplemental audit report, and any other audit communications to the Indiana State Board of Accounts.

11. The Treasurer may from time to time require additional services beyond the above scope and requests a separate hourly rate schedule for these purposes. Should the Treasurer require such additional services, a formal statement of work will be developed and the rate schedule you propose will be used as the basis for compensation. The request for completion of this schedule, however, does not represent an intention or commitment by the Treasurer to grant exclusive right to the successful proposer to provide said additional services.

SECTION 4 – CONTRACT AWARD

Based on the results of this process, the qualifying proposal(s) determined to be the most advantageous to the ISPPT, taking into account all of the evaluation factors, may be selected by the Treasurer for further action, such as contract award. If, however, the Treasurer decides that no proposal is sufficiently advantageous, the Treasurer may take whatever further action is deemed best in its sole discretion, including making no contract award. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the respondent, the Treasurer may begin contract preparation with the next qualified respondent or determine that she does not wish to award a contract pursuant to this RFP.

The Treasurer's Office reserves the right to discuss and further clarify proposals with any or all respondent. Additionally, the Treasurer may reject any or all proposals received or to award, without discussions or clarifications, a contract on the basis of proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint.

The Treasurer or her designee(s) will, in the exercise of his/her discretion, determine which proposal(s) offer the best means of servicing the interests of the ISPPT. The exercise of this discretion will be final.

4.1 Length of Contract

Any contract awarded as a result of this RFP process shall commence upon the execution by the Treasurer and shall terminate upon the completion of services set forth in Section 3 – Scope of Services. A contract may be renewed under the same terms and conditions by mutual written agreement of the parties. Any or all portions of this document are incorporated by reference as an addendum to the final contract. Please refer to Appendix A for more information on the base contract.

4.2 Minority Business Development

In support of the State of Indiana's policy to promote opportunities for minorities, women and veterans to participate in procurement and contracting opportunities as subcontractors, the Treasurer encourages applications from minority, woman, and disabled owned firms. If an applicant is certified as a Minority Owned Business (MBE), Women Owned Business (WBE), or Veteran-Owned Small Business (VOSB) a copy of the certification should be included with the proposal.

4.3 Evaluation Criteria

The Treasurer has selected a group of qualified personnel to act as an evaluation team. The procedure for evaluating the responses against the evaluation criteria will be as follows:

- Based on the results of the evaluation, the proposal determined to be most advantageous to the ISPPT, taking into account all of the evaluation factors, may be selected by the Treasurer for further action.
- In addition, the evaluation team will consider other factors it believes to be material for this selection.

Proposals will be evaluated based upon the ability of the Respondent to satisfy the requirements in an efficient and cost-effective manner. Specific criteria include:

- Fulfilling the requirements set forth in the RFP
- Financial Strength
- Technical knowledge, skills, and other competencies of the vendor
- Respondent qualifications
- Quality and completeness of responses to this RFP
- Quality of references
- Experience and track record
- Price (i.e., detail of fee proposal)
- Quality of finalist presentation, if selected
- Additional qualifying factors, as determined relevant by the Treasurer

References may be contacted. It is possible that finalists will be interviewed by persons participating in the selection process.

APPENDIX A – SAMPLE CONTRACT FOR SERVICES

The following sample contract is the base contract that will be used if an award is made. It is the expectation of the Treasurer that the Respondent will review the sample contract and provide desired changes to the Treasurer at the time of submittal of a proposal. Desired changes are unlikely to be added unless the Treasurer determines in her sole discretion that the performance of services under the contract is dependent upon such changes.

If Respondent wishes to amend any term or change any language in the base contract being submitted, proposed language should be included in the business proposal in the form of an amendment to the base contract. See paragraph 2.3 of this RFP for the applicable section of the business proposal. For each proposed revision, the Respondent should indicate that the change is required by the Respondent in any contract resulting from this RFP and why it is required or indicate that the change is desired (but not required) by the Respondent in any contract resulting from this RFP.

If a required change is unacceptable to the Treasurer, the Respondent's proposal may be considered unacceptable. Please note the essential clauses section that follows for essential clauses that are non-negotiable.

The Respondent is required to clearly identify and explain any exception that it desires to take to any of the terms and conditions of this Solicitation in the business proposal. The evaluation of a proposal may be negatively affected by exception taken by the Respondent to any part of this Solicitation, and the Treasurer reserves the right, in her sole discretion, to refuse to consider any exception that is not so identified in the Respondent's proposal.

Essential Clauses in the State's Professional Services Contract

As part of the Request for Proposal (RFP) process, you are required to review the State's boilerplate professional services contract and submit comments with your proposal. The following clauses are non-negotiable. If you believe that a clause will affect your risk of liability, you should adjust your bid price accordingly.

(Section 4) Access to Records

The Treasurer's Office will not agree to any provision eliminating this requirement or requiring the office records to be retained for less than applicable law, including Indiana's public records retention schedule.

(Section 7) Audits

The Treasurer's Office is subject to audits by the Indiana State Board of Accounts. Therefore, the office will not accept any substantive modifications to the language under this Section.

(Section 11) Compliance with Laws

The Indiana Attorney General requires this provision in all State of Indiana contracts. Contractor and its agents must abide by the ethical requirements set forth in Indiana Code, including provisions regarding the telephone solicitation of customers. As the Treasurer's Office is subject to the jurisdiction of the State Ethics Commission and State ethics rules, the Treasurer will not agree to delete these provisions.

(Section 13) Confidentiality of ISPPT Information

Although the ISPPT is subject to Indiana's public records laws, many of the ISPPT records are confidential public records that cannot be disclosed. In addition, the Indiana Attorney General requires the Social Security disclosure clause in all State of Indiana contracts.

(Section 17) Disputes

The Treasurer will not agree in advance to any binding resolution clauses, except those of the State of Indiana courts; however, the Treasurer may agree to alternative dispute resolution options, should a dispute arise.

(Section 18) Drug-Free Workplace Certification

To ensure compliance with the Governor of Indiana's executive order on drug-free workplaces, these provisions are required in all State contracts. The Treasurer will not accept any modifications of the language under this Section.

(Section 23) Governing Law

The contract must be governed by the laws of the State of Indiana, and suit, if any, must be brought in a state court of jurisdiction in the state of Indiana.

(Section 25) Indemnification

The Treasurer will not agree to any modification that limits Contractor's responsibility to indemnify the ISPPT or the Treasurer's Office as described in this Section. In addition, the Treasurer will not agree to any modification that limits the Treasurer's ability to recover damages or limits Contractor's liability as described in the contract.

(Section 33) Nondiscrimination

The Indiana Attorney General requires this provision in all State of Indiana contracts. The Treasurer will not agree to limit Contractor's liability under this provision, nor will the Treasurer agree to substitute Contractor's discrimination policy for the requirements under this Section.

(Section 32) Minority and Women's Business Enterprise Compliance

Indiana law requires this provision in all State contracts. In the event Contractor uses a subcontractor to complete services pursuant to this contract, Contractor must visit the Indiana Department of Administration's Web site, which contains a list of subcontractors registered as Minority Business Enterprises and/or Women's Business Enterprises. If a subcontractor who performs services required under the contract is listed on the Web site, Contractor must give that subcontractor the opportunity to bid. If Contractor does not use a subcontractor to complete services pursuant to this contract, Contractor will be unaffected by this provision.

Contract for Services

This CONTRACT FOR SERVICES ("Contract") is entered into and effective as of _____, 2016 ("Effective Date"), by and between _____ ("Contractor") and the Indiana Treasurer of State ("Trustee").

WHEREAS, the Treasurer issued a Request for Proposal ("RFP") on _____ 2016, in which Contractor responded;

WHEREAS, the Treasurer of the State of Indiana ("Trustee") entered into a Pension Trust Agreement on July 1, 1937;

WHEREAS, the Trustee has determined that it is in the best interest of Indiana State Police Pension Trust, to form an agreement with Contractor to perform services in the area of [Contract Scope];

WHEREAS, Contractor is willing to provide such services;

THEREFORE, in consideration of those mutual undertakings and covenants, the parties agree as follows:

- Duties of Contractor.** The Contractor shall provide the following services set forth on **Attachment A** ("services") which is incorporated herein
- Consideration.** The Contractor shall be paid at the rate of \$ _____ USD__ for performing the duties set forth above, as set forth in **Attachment B** ("Fee Schedule") which is incorporated herein. Total remuneration under this Contract shall not exceed \$ _____ USD.
- Term.** This Contract shall commence on the effective date and shall remain in effect through _____. This Contract may be renewed under the same terms and conditions by mutual written agreement of the parties for up to _____ () one-year terms. This Contract, unless otherwise terminated, modified, or renewed in writing by the parties, will automatically renew on a month-to-month basis after the termination date for a period not to exceed six (6) months.
- Access to Records.** The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract and for three (3) years from the date of final payment under this Contract, for inspection by the Trustee or its authorized designees. Copies shall be furnished at no cost to the Trustee if requested.
- Assignment; Successors.** The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the Trustee's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the Trustee, provided that Contractor gives written notice (including evidence of such assignment) to the Trustee thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

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

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

The Trustee considers the Contractor to be a “vendor” for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract, the Contractor shall arrange for a financial and compliance audit of funds provided by the Treasurer pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled “Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources,” and applicable provisions of the Office of Management and Budget Circulars A-133 (Audit of States, Local Governments, and Non-Profit Organizations). The Contractor is responsible for ensuring that the audit and any management letters are completed and forwarded to the Trustee in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Trustee an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or the Contractor, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the Trustee to be in the best interests of the ISPPT. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the Contractor is not out of compliance with the financial aspects of this Contract.

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

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

10. Compliance with Laws.

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

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the Trustee as set forth in IC §4-2-6, et seq., IC §4-2-7, et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the Trustee may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC § 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.

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

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

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the Trustee decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. Any payments that the Trustee may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.

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

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

H. As required by IC §5-22-3-7:

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

- (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitations of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

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

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

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

I. As required by IC §5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC §5-22-16.5-14 including termination of this Contract, as well as imposition of a civil penalty.

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

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

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

13. Continuity of Services.

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

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

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

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and

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

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

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

14. Debarment and Suspension

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

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

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

16. Disputes.

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

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay,

any additional costs incurred by the ISPPT or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the Trustee for such costs.

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

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

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

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

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

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

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

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

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

21. Funding Cancellation. When the Trustee makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Trustee that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

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

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

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

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

26. Information Technology Enterprise Architecture Requirements. If Contractor provides any information technology related products or services to the ISPPT, the Contractor shall comply with all IOT standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software, and services provided to or purchased by the Trustee shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC §4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The Trustee may terminate this Contract for default if Contractor fails to cure a breach of this provision within a reasonable time.

27. Insurance. The Contractor shall secure and keep in force during the term of this Contract, the following insurance coverage, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

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

1. Automobile liability with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

2. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In

addition, proof of an “all states endorsement” covering claims occurring outside the ISPPT is required if any of the services provided under this Contract involve work outside of Indiana.

- B. The Contractor’s insurance coverage must meet the following additional requirements:
1. The insurer must have a certificate of authority issued by the Indiana Department of Insurance.
 2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
 3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the Trustee under this Contract shall not be limited by the insurance required in this Contract.
 4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days’ prior written notice to the undersigned State agency.

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

28. Key Person(s).

- A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the Trustee shall have the right to terminate this Contract upon thirty (30) days’ prior written notice.
- B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the Trustee.

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

Key person(s) to this Contract is/are _____

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

applicable license, certification, or accreditation, the Contractor agrees to notify the Trustee immediately and the Trustee, at its option, may immediately terminate this Contract.

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

31. Minority and Women’s Business Enterprises Compliance. The Contractor agrees to comply fully with the provisions of the Contractor’s MBE/WBE participation plans, if any, and agrees to comply with all Minority and Women’s Business Enterprise statutory and administrative code requirements and obligations, including IC § 4-13-16.5 and 25 IAC 5. The Contractor further agrees to cooperate fully with the Minority and Women’s Business Enterprise division to facilitate the promotion, monitoring, and enforcement of the policies and goals of MBE/WBE program including any and all assessments, compliance reviews, and audits that may be required.

32. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee’s or applicant’s: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law (“Protected Characteristics”). Furthermore, Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor. Contractor and any subcontractors shall also comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.

33. Notices to Parties. Whenever any notice, statement or other communication is required under this Contract, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the Trustee shall be sent to:
Michael Frick
Deputy Treasurer of State
Office of the Treasurer
200 West Washington Street, Suite 242
Indianapolis, IN 46204

B. Notices to the Contractor shall be sent to:

34. Order of Precedence; Incorporation by Reference. Any inconsistency or shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the Trustee, (3) Solicitation Number __, (4) Contractor's response to solicitation number _____, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

35. Ownership of Documents and Materials. All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the Trustee and all such materials will be the property of the Trustee. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the Trustee, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the Trustee and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the Trustee full, immediate, and unrestricted access to the work product during the term of this Contract.

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

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

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

39. Public Record. The Contractor acknowledges that the Trustee will not treat this Contract as containing confidential information.

40. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Trustee and Contractor. The term of the renewed contract may not be longer than the term of the original contract.

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

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

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

44. **Termination for Convenience.** This Contract may be terminated, in whole or in part, by the Trustee whenever, for any reason, the Trustee determines that such termination is in the ISPPT's best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The Trustee will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

45. Termination for Default

A. The Trustee may immediately terminate this Contract in whole or in part, if the Contractor fails to:

1. Correct or cure any breach of this Contract;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

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

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

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

46. **Travel.** No expenses for travel will be reimbursed unless specifically permitted under the scope of the services or consideration provision. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State's Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

48. **Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the Trustee's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under

the Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the Trustee in accordance with applicable law for all damages to the ISPPT caused by the Contractor's negligent performance of any of the services furnished under this Contract.

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

50. **Investigations and Complaints.** To the extent permitted by applicable law, Contractor shall promptly advise the Trustee in writing of any extraordinary investigation, examination, complaint, disciplinary action or other proceeding relating to or affecting Contractor's ability to perform its duties under this Contract which is commenced by any of the following: (1) any Attorney General or any regulatory agency of any state of the United States; (2) any U.S. Government department or agency; or (3) any governmental agency regulating business in any country in which Contractor is doing business. Except as otherwise required by law, the Trustee shall maintain the confidentiality of all such information until investigating entity makes the information public.

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

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In Witness Whereof, Contractor and the Trustee have entered into this Contract. The parties, having read and understand the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

[Contractor]

By: _____

Printed Name: _____

Title: _____

Date: _____

Office of the Treasurer of State

Trustee of the Indiana State Police Pension Trust

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED as to Form and Legality:
Office of the Attorney General

_____ (for)

Gregory F. Zoeller, Attorney General

Date: _____

APPROVED by:

State Budget Agency

_____ (for)

Brian E. Bailey, Director

Date: _____