**REQUEST FOR PROPOSAL**
**FIRE EXTINGUISHER MAINTENANCE**
**FOR THE**
**INDIANA STATE FAIR COMMISSION**
**RFP-SER20202600314**

DATE: OCTOBER 16, 2026

RE: INDIANA STATE FAIR COMMISSION –FIRE EXTINGUISHER INSPECTION & MAINTENANCE

This Request for Proposal ("RFP") is the official notice that the Indiana State Fair Commission, an Indiana body corporate and politic established at Ind. Code § 15-13-2-1, (the "Commission") is seeking proposals from qualified vendors to provide Annual Fire Extinguisher Inspection and Maintenance services. The intent of the Commission after the review and evaluation of responses is to enter into a contractual agreement with one or more qualified vendor.

## I. Overview

Under Indiana Code section 15-13-3-2, the Commission is responsible for the administration of the Indiana State Fairgrounds and property owned by the Commission to provide for maximum use for the benefit of the citizens of Indiana. The Commission is a separate body, corporate and politic under Indiana law and its members are appointed by the Governor.

Although best known for hosting the 15-day Indiana State Fair in August of each year, the State Fairgrounds is a year-round venue for events, hosting over two million visitors annually. The events hosted include equestrian, livestock, small animal, car, ice, arts and crafts shows, home and builders' shows, concerts, circuses, live horse racing, rodeos and many others.

## II. Summary of Scope of Work

**Obligations of successful Offeror(s)**

The Commission seeks a vendor or vendors who can provide Annual Fire Extinguisher Inspection and Maintenance.

1. **Annual Fire Extinguisher Inspection and Servicing:** Contractor will provide annual maintenance to the portable fire extinguishers owned by the Commission in accordance with NFPA standards (approx. 450-500 extinguishers). This should include all aspects that fall under "annual maintenance". See **Section B** for list of inspection/maintenance items being considered. Contractor may include a list of additional services available with a guaranteed pricing list. Purchase of these additional items is not guaranteed. Contractor should provide method for tracking fire extinguisher replacements and budget forecasts for the Commission.

**Section B: Annual Fire Extinguisher Inspection & Maintenance Services**

- Annual Maintenance Portable Extinguisher 2lb to 20lb
- Recharge – Dry Chemical / Dry Powder 2lb

- Recharge – Dry Chemical / Dry Powder 5lb
- Recharge – Dry Chemical / Dry Powder 10lb
- Recharge – Dry Chemical / Dry Powder 20lb
- 6 Year Maintenance 2lb to 20lb
- Hydrotest – Dry Chemical 2lb to 20lb
- Miscellaneous Parts (identify by part and cost)
- Service call cost
- Cost of new extinguishers (identify by type and cost)

## III. Evaluations

### A. Evaluation of Responses

This is a best value procurement where the Commission reserves the right to select the most advantageous offer and/or offers by evaluating and comparing all factors. The Commission will appoint an evaluation team consisting of Commission employees.

The Commission reserves the right to withdraw this solicitation at any time in the process prior to contracting upon notification to all vendors in receipt of the solicitation documents by fax, letter or email to their last known business address. If such action is taken by the Commission, no Offeror will have claim for recompense.

The Commission reserves the right to contact and hold discussions with responsible Offerors for the purpose of clarification to assure full understanding of the responsiveness to the solicitation.

### B. Evaluation Criteria

| | | |
|---|---|---|
| 1. | **Adherence to Required Proposal Contents:** Responding Offeror must provide a complete proposal per the terms of this RFP. | Pass/Fail |
| 2. | **Detailed Company Information:** Responding Offeror must provide a description of the business, services provided, and ability to provide the services outlined in this RFP. | 30 points |
| 3. | **Price:** Offeror must submit a completed **Section IX** for evaluation purposes detailing the following:<br>i. **Fire Extinguisher Inspection & Maintenance Pricing** | 40 points |
| 4. | **References:** Responding Offeror must submit a completed **Section X** for evaluation purposes. | 30 points |
| | **Total** | 100 points |

### C. Pre-Bid Questions

The Commission will receive pre-bid questions via email at contracts@indianastatefair.com until 4:00 PM, November 13, 2026. The Commission reserves the right to hold further discussions for the purpose of clarification to assure full understanding of and responsiveness to this RFP.

## IV. RFP Response Structure and Process

### A. Content of the Proposal

Offeror must submit written proposals that are complete, thorough and accurate. All information requested must be submitted, or alternatively, a statement providing the rationale for not submitting the requested information must be provided. The Commission will, if determined to be in its best interest, take such statements into consideration in determining the responsiveness of the proposal. All documents submitted in response to this RFP become property of the Commission.

This RFP may contain specific quantities, phases or levels; however, this RFP does not guarantee any certain quantities, phases or levels.

The Commission reserves the right to award this RFP in whole or in part.

All proposals shall contain the sections, with the content described for each section, as set forth in **Section VI** to this RFP.

### B. Submission Requirements

**Submit pdf of proposal to contracts@indianastatefair.com by 2pm, November 20, 2026.**

### C. Key Dates

- Submissions: See Section IV (B) above.
- Selection of Proposal(s): On or before December 15, 2026.

It is Offeror's responsibility to ensure the RFP is received by the Commission on or before the above deadline. No exceptions.

No public opening due to evaluation process. All responders will be notified upon award.

## V. State Contract Requirements

The successful Offeror(s) will enter into a contract with the Commission under the terms and conditions set forth at **Section VIII** to this RFP. Offerors must initial each page of the section to acknowledge acceptance of these terms and conditions.

**[The remainder of this page is intentionally blank.]**

## VI. Content of Proposal

- Section 1 – Identifying Information
    - Offeror must complete the Offeror Information Response Sheet, **Section VII** to this RFP.
- Section 2 – Letter of Transmittal
    - A brief letter, prepared in standard business format, and signed by the person authorized to commit the Offeror to perform the services under this RFP. This letter should also identify all materials and enclosures submitted in response to this RFP.
- Section 3 - Acceptance by initialing the Commission's Terms and Conditions
    - Please return a copy of each page of **Section VIII** of this RFP, which sets forth the Commission's contract terms and conditions. Initial at the bottom of each page to acknowledge review and acceptance of these terms. These terms and conditions will be included in the contract with successful Offeror(s).
- Section 4 - Executive Summary / Detailed Company Information
    - Responding Offeror must provide a description of the business, services provided, and ability to provide the services outlined in this RFP for evaluation under **Section III (B) (2)**.
- Section 5 – Pricing Information
    - Offeror must complete and submit the Pricing Information page, S**ection IX**, of this RFP.
- Section 6 – References
    - Offeror must complete and submit **Section X**, of this RFP.
- Section 7 - Qualification to do Business in Indiana
    - Offeror must complete the References Sheet, **Section XI** to this RFP

**Section VI. – Contents of Proposal (cont.)**

- Section 8 – Certificate of Insurance
    - Offeror must submit a current certificate of Insurance ("COI") with this proposal.
    - Be prepared to submit COI according to page 14, #19 upon award.
- Section 9 – W-9 Tax form

## VII. Offeror Information Cover Page to Response - *Please type or print legibly.*

Company Name:_____

Company Address:_____

City, State, Zip:_____

Contract Rep:_____
Printed Name

Representative with Contract Signature Authority:_____

- Email of authorized signor:_____

Contact Numbers:_____
Business Cell Fax

XBE Certified: _____ _____
Yes No

XBE Type: (Minority, Women, Veteran, etc. owned business):_____

## VIII. Contract Terms and Conditions

*THE RESPONDER AGREES TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS,*
*WHICH WILL BE PART OF THE CONTRACT WHEN AWARDED:*

1. **Duties of Contractor(s)**. The Contractor shall provide **Fire Extinguisher Inspection & Maintenance** as specified in RFP-SER202600314, section II.

2. **Consideration**. Contractor shall be paid the rates/prices set forth in Contractor's response to **RFP-SER202600314.** All payments shall be made by the Commission upon receipt of detailed invoices, net 30 terms. Invoices shall be submitted to the Commission's Accounting Department.

   An annual do-not-exceed value will be entered on the cover page of the contract upon successful award.

   Contractor may submit price increases for the Commission's consideration prior to the commencement of any exercised renewal period. Such increases must be submitted to the Commission in writing ninety (90) days prior to the commencement of the renewal period. All price increases must be mutually agreed upon and reflected in the exercised renewal.

3. **Period of Performance/Term of Contract**. This Contract shall commence upon full execution and shall terminate on December 31, 2029 with the Commission having the discretion of renewing the Contract for an additional three (3) one (1) year terms..

   The first renewal option, if exercised, shall commence January 1, 2030 and shall expire December 31, 2030. The second renewal option, if exercised, shall commence January 1, 2031 and shall expire December 31, 2031. The third and final renewal option, if exercised, shall commence January 1, 2032 and shall expire December 31, 2032.

4. **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 Commission'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 Commission, provided that Contractor gives written notice (including evidence of such assignment) to the Commission 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.

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Authorized Initials

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

6. **Audits**. 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 IND. CODE Ch. 5-11-1 *et seq.,* and audit guidelines specified by the State.

7. **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 this Contract is not subject to further acceptance by Contractor when accepted by the Commission.

8. **Changes in Work**. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the Commission. 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.

9. **Compliance with Laws.**

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the Commission 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 Commission, as set forth in Indiana Code § 4-2-6 *et seq*., the regulations promulgated thereunder, and Executive Order 05-12, dated January 10, 2005. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at **www.in.gov/ethics/.** If the Contractor or its agents violate any applicable ethical standards, the Commission may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12.

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Authorized Initials

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 Commission.

D. The Contractor warrants that it has no pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and agrees that it will immediately notify the Commission of any such actions. During the term of such actions, Contractor agrees that the Commission may delay, withhold, or deny work under this Contract and any supplements or amendments.

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 Commission decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Commission following the procedures for disputes outlined herein. A determination by the Commission shall be binding on the parties.

F. Any payments that the Commission may delay, withhold, deny or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

G. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the Commission. 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 Commission.

H. The Contractor affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

I. Contractor agrees that the Commission may confirm, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that the Commission may bar Contractor from contracting with the Commission in the future, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the Contractor is current in its payments on its liability to the State of Indiana and has submitted proof of such payment to the Commission.

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Authorized Initials

J. As required by IC 5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

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

11. **Condition of Payment**. All services provided by the Contractor under this Contract must be performed after written approval of samples of materials that will be used in fabrication. Deviation from the samples during fabrication must have written approval from the Commission. The Commission shall not be required to pay for work not found to cohere with the approved material samples, inconsistent with this Contract or performed in violation of federal, state, or local law.

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

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

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If the Contractor and the Commission cannot resolve a dispute within ten (10) calendar days following notifications in writing by either party of the existence of said dispute, then the following procedure shall apply:

1. The parties agree to resolve such matter through submission of the dispute to the Executive Director of the Indiana State Fair Commission who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Commission within ten (10) working days after presentation of such dispute for this decision.

2. The decision shall be final and conclusive unless the Contractor mails or otherwise furnishes the Executive Director, within ten (10) working days after receipt of the Executive Director's decision, a written appeal.

The Commission may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the Commission 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.

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

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

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

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Authorized Initials

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

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

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**14. 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, environmental contamination, hostile military or paramilitary action, riot, 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.

**15. Funding Cancellation**. If the Executive Director, with the approval of the Commission, 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 Executive Director shall be final and conclusive. Nothing in this clause shall be construed to preclude the Contractor from being paid for work performed through the date of cancellation.

**16. Governing Laws**. This Contract shall be construed in accordance with and governed by the laws of the State of Indiana without regard to its conflict of laws rules and suit, if any, must be brought in a competent court situated in Marion County, Indiana.

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Authorized Initials

**17. Indemnification**. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the Commission and the State of Indiana, its 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 Contractor and/or its subcontractors, if any, in the performance of this Contract regardless of concurrent negligence. Contractors indemnification obligation shall apply to the extent such damages do not result from ore not caused by the willful misconduct or negligence of the Commission, the State, its employees or agents. Any defense shall be provided by counsel approved by the Commission. The Commission and the State shall not provide such indemnification to the Contractor.

**18. Independent Contractor**. Both parties hereto, in the performance of this Contract, will be acting in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**19. Insurance**. 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 with the following minimum coverage limits naming the Commission and the State of Indiana as additional insureds:
   a. $1,000,000 Per Occurrence Bodily Injury and Property Damage
   b. $1,000,000 Per Occurrence Personal and Advertising injury
   c. $2,000,000 General Aggregate
   d. $1,000,000 Products and Completed Operations Aggregate

B. Commercial Automobile Liability – Minimum coverage limit of $1,000,000 combined single limit for bodily injury and property damage, covering all owned, non-owned or hired (if applicable) automobiles used in the course of this Contract

C. Workers Compensation - In compliance with any and all statutes requiring such coverage in the State of Indiana, covering employees, volunteers, temporary workers and leased workers.

D. If the Contractor engages any sub-contractors or independent contractors to complete or perform any work called for in the Contract, the Contractor is responsible for maintaining evidence that all of the subcontractors or independent contractors are compliant and maintaining the required insurance as though they were parties to the Contract.

D. Property – Contractor shall be responsible for its own personal property, regardless of the type, to be insured on a replacement cost basis.

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Authorized Initials

E. Professional Liability Insurance - Contractor shall secure and keep in force during the term of this Contract professional liability insurance covering the Contractor for any and all claims, of any nature, that may in any manner arise out of or result from this Contract.

Contractor shall provide proof of such insurance coverage by tendering to the Commission a certificate of insurance ("COI") prior to the commencement of this Contract. The Commission must be listed as an additional insured on the COI. Contractor shall not cancel or change the insurance coverage without giving the Commission thirty (30) days prior, written notice by certified or registered mail.

**20. Indiana Tort Claims Act.** Pursuant to IC 34-13-3, et seq., the Commission is covered by the Indiana Tort Claims Act. The Commission is not obligated to indemnify or defend Contractor or its employees, agents, or affiliates for anything arising out of or relating to the Contract.

**21. Key Persons**. If both parties have designated in writing that certain individual(s) employed by Contractor are essential to the services offered pursuant to this Contract, the parties agree that should such individual or individuals no longer be employed during the term of this Contract by the Contractor for whatever reason, the Commission shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

**22. Licensing Standards**. Contractor and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and all other laws, ordinances, rules and regulations governing goods or services to be provided by Contractor pursuant to this Contract. The Commission shall not be required to pay the Contractor for any services performed or goods provided when Contractor or its employees or subcontractors are not in compliance with such applicable standards, certifications, laws, ordinances, rules or regulations. If licensure, certification or accreditation is revoked, suspended, or materially changed, Contractor shall notify the Commission immediately, and the Commission may, at its option, immediately terminate this Contract.

**23. Nondiscrimination**. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act:

A. The Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

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Authorized Initials

Breach of this subparagraph may be regarded as a material breach of this Contract, including for purposes of Indiana Code § 5-11-5.5-2, 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.

B. Contractor covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the Contractor's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Contract, including for purposes of Indiana Code § 5-11-5.5-2, 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.

**24. Notice to Parties**. Whenever any notice, statement or other communication shall be sent to the Commission or Contractor, it shall be sent to the following address, unless otherwise specifically advised.

A. Notices to the Commission shall be sent to:

Indiana State Fair Commission
Attn: Jennifer Esterline, Director of Safety & Security
1202 East 38th Street
Indianapolis, IN 46205-2869
jesterline@indianastatefair.com
(317) 927-1408

B. Notices to the Contractor shall be sent to:

_____
_____
_____
_____ Provide Information as seen in section VII.
_____

**25. Order of Precedence**. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) Attachments prepared by the Commission; (3) Attachments prepared and submitted by the Contractor.

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Authorized Initials

**26. Penalties/Interest/Attorney's Fees**. The Commission 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 required by Indiana law, in part, IC 5-17—5-1 et seq., IC 34-54-8-5 et seq., and IC 34-13-1-6 et seq.

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

**28. Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.

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

**30. Termination for Convenience**. This Contract may be terminated, in whole or in part, by the Commission whenever, for any reason, the Commission determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The Commission 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.

**31. Termination for Default**. The Commission may terminate and cancel this Contract without prejudice to any rights and cause of action the Commission may have against the Contractor, if:

1. The Contractor is judged bankrupt, or
2. The Contractor makes a general assignment for the benefit of creditors, or
3. A receiver is appointed due to the Contractor's insolvency, or
4. If a court of competent jurisdiction finds that the Contractor persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or
5. The Contractor is acquired by or merged with another entity.

The Commission may also terminate this Contract in whole or in part, if the Contractor fails to:

1. Correct or cure any breach of this Contract;
2. Perform the services as required by this Contract;

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Authorized Initials

If the Commission terminates this Contract in whole or in part, it may acquire, under the terms and in the manner it considers appropriate supplies and services similar to those terminated, and the Contractor will be liable to the Commission for any excess costs for those supplies and services.

**32. Warranty.** The Contractor warrants all good delivered to be free from defects of material or workmanship. This warranty shall survive inspection, delivery, acceptance, and payment by the Commission of the goods.

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

**34. Non-Collusion and Acceptance**. The undersigned attests, subject to the penalties for perjury, that he/she is the representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

**For the Contract:**

1. **A Contract cover page shall be added**
2. **The signature block will follow these terms & conditions.**

**The remainder of this page is intentionally blank.**

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Authorized Initials

## IX. Pricing Information

**Section IX. Pricing Information (cont.)**

**Fire Extinguisher Inspection & Servicing Pricing**

| Service | Cost |
|---|---|
| Annual Maintenance Portable Extinguisher 2 lb to 20 lb | **$ /unit** |
| 6 Year Maintenance 2 lb. to 20 lb. | **$ /unit** |
| Service Call Cost | **$** |
| Hydrotest – Dry Chemical 2 lb. to 20 lb. | **$ /unit** |
| Recharge – Dry Chemical/Dry Powder 2 lb. | **$ /unit** |
| Recharge – Dry Chemical/Dry Powder 5 lb. | **$ /unit** |
| Recharge – Dry Chemical/Dry Powder 10 lb. | **$ /unit** |
| Recharge – Dry Chemical/Dry Powder 20 lb. | **$ /unit** |
| **Total** | **$** |

**Fire Extinguisher Equipment**

| Equipment | Type | Cost |
|---|---|---|
| New Extinguishers (identify type and cost) | | **$ /unit** |
| Miscellaneous Parts (identify by part and costs) | | **$ /unit** |

***Feel free to attach a list of additional services with a guaranteed pricing list.**

Additional information you feel may be necessary for proper evaluation of pricing proposal:

## X. References

**Name** _____

**Address** _____

**Telephone** _____

**Contact Name** _____

**Email Address** _____

**Scope of Work Provided** _____

_____

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**Name** _____

**Address** _____

**Telephone** _____

**Contact Name** _____

**Email Address** _____

**Scope of Work Provided** _____

_____

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**Name** _____

**Address** _____

**Telephone** _____

**Contact Name** _____

**Email Address** _____

**Scope of Work Provided** _____

_____

## XI. Qualification to do Business in Indiana

Indiana Law requires that all corporations, limited liability companies, limited liability partnerships, and limited partnership trusts **must** be registered with the Indiana Secretary of State in order to do business in Indiana. This requirement **does not** apply to **sole proprietorships or general partnerships**. Failure to register with the Indiana Secretary of State will result in a determination that the company is not a responsible vendor.

**PLEASE INDICATE IF YOUR COMPANY IS A:**

- ☐ **SOLE PROPRIETORSHIP**
- ☐ **GENERAL PARTNERSHIP**
- ☐ **CORPORATION**
- ☐ **LIMITED LIABILITY COMPANY**
- ☐ **LIMITED LIABILITY PARTNERSHIP**
- ☐ **LIMITED PARTNERSHIP**
- ☐ **OTHER**_____

Our corporation, limited liability company, limited liability partnership or limited partnership is incorporated in the state of _____/

This company is currently registered with the Indiana Secretary of State (check one). Failure to provide complete and accurate information may affect your future ability to do business with the State of Indiana.

☐ **YES** **Control Number assigned by the Indiana Secretary of State for Verification Purposes**_____
**Entity Creation date in the State of Indiana**_____
*NOTE: This information may be obtained through the Secretary of State's office at the following website:* www.in.gov/sos/business/2436.htm

☐ NO Our company is not registered with the Indiana Secretary of State's office.

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

Indiana Secretary of State
Corporation Section
302 West Washington Street, E018
Indianapolis, IN 46204
(317) 232-6576 or www.in.gov/sos/business/3672.htm

**Section XI – Continued**

I certify that the information provided is a full and true account of this company's standing with the Indiana Secretary of State as of the date this bid is submitted.

| | |
|---|---|
| Name of Company | Authorizing Signature |
| Date | Printed Name and Title |