



EXECUTIVE DOCUMENT SUMMARY
State Form 4-221 (10/400)
RECEIVED
Instructions for completing the EDS and the Contract process.

- JUN 21 2007
DEPARTMENT OF ADMINISTRATION
CONTRACTS DIVISION
1. Please read the guide on the back of this form.
 2. Please type all information.
 3. Check all boxes that apply.
 4. For amendments / renewals, attach original contract.
 5. Attach additional pages if necessary.

1. EDS Number:
A70-8-073004

2. Date prepared:
5/16/2007

3. CONTRACTS & LEASES

- ☒ Professional/Personal Services — Contract for procured Services
— Grant — Maintenance
— Lease — License Agreement
— Attorney — Amendment# _____
— MOU — Renewal # _____
— QPA — Other _____

FISCAL INFORMATION

4. Account Number:
3610-14230.531900

5. Account Name:
IMMUNIZATION PROGRAM

6. Total amount this action:
\$2,354.15

7. New contract total:
\$2,354.15

8. Revenue generated this action:
\$0.00

9. Revenue generated total contract:
\$0.00

10. New total amount for each fiscal year:

Year 2008 \$2,354.15
Year _____ \$ _____
Year _____ \$ _____
Year _____ \$ _____

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year):
10/1/2007

12. To (month, day, year):
10/31/2007

13. Method of source selection: _____ Negotiated
☒ Bid/Quotation _____ Emergency _____ Special Procurement
_____ RFP# _____ Other (specify) _____

35. Will the attached document involve data processing or telecommunications systems

Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)

Vendor will provide meeting rooms and facility-related supportive services for the 2007 Indiana Immunization Conference.

38. Justification of vendor selection and determination of price reasonableness:

Prices were negotiated based on the number of hotel rooms anticipated to be rented by conference participants.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

40. Agency fiscal officer or representative approval

41. Date Approved

42. Budget agency approval

43. Date Approved

44. Attorney General's Office approval

45. Date Approved

46. Agency representative receiving from AG

47. Date Approved

AGENCY INFORMATION

14. Name of agency:
Department of Health

15. Requisition Number:

16. Address: 2 N. Meridian Street

Indianapolis, IN 46204

AGENCY CONTACT INFORMATION

17. Name:
Steve Sellers

18. Telephone #:
317/233-7603

19. E-mail address:
ssellers@ISDH.IN.gov

COURIER INFORMATION

20. Name:
Steve Martin

21. Telephone #:
317-233-7575

22. E-mail address:
smartin@ISDH.IN.gov

VENDOR INFORMATION

23. Vendor ID # 0000057232

24. Name:
ADAMS MARK HOTEL

25. Telephone #:
317-248-2481

26. Address: INDIANAPOLIS CORPORATION
2544 EXECUTIVE DR
INDIANAPOLIS, IN 46241

27. E-mail address: snail@adamsmark.com

28. Is the vendor registered with the Secretary of State? (Out of State
Corporations must be registered) ☒ Yes _____ No

29. Primary Vendor: M/WBE
Minority: _____ Yes ☒ No
Women: _____ Yes ☒ No

30. If yes, list the %:
Minority: _____ %
Women: _____ %

31. Sub Vendor: M/WBE
Minority: _____ Yes ☒ No
Women: _____ Yes ☒ No

32. If yes, list the %:
Minority: _____ %
Women: _____ %

33. Is there Renewal Language
in ☒ Yes _____ No

34. Is there a "Termination for
Convenience" clause in the
document? ☒ Yes _____ No

RECEIVED

JUL 25 2007

OAG-ADVISORY





Adam's Mark Indianapolis
2544 Executive Drive
Indianapolis, IN 46241

GROUP SALES

CONTRACT

Date Prepared:	May 14, 2007	Hotel Contact:	SHANNON NAIL
Group Name:	INDIANA DEPARTMENT OF HEALTH	Hotel Phone:	317-248-2481
Group Contact:	Robert Bruce Scott, Public Health Administrator Immunization Education and Hepatitis B Programs	Hotel Fax:	317-248-0187
		Event Dates:	October 15, 2007 - October 18, 2007

INDIANA DEPARTMENT OF HEALTH and Adam's Mark Hotel agree that once this contract is accepted, INDIANA DEPARTMENT OF HEALTH will hold an event at the Adam's Mark Hotel Indianapolis ("Hotel").

1. GUEST ROOM BLOCK

Once this contract is accepted, we will remove from our inventory and consider sold to you INDIANA DEPARTMENT OF HEALTH for your use room nights pursuant to the following arrival and departure pattern:

	Single
Mon 10/15	20
Tue 10/16	20
Wed 10/17	0

TOTAL ROOM NIGHTS: 40

2. GUEST ROOM RATES:

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
Deluxe Double	93	93	93	93
Handicapped Double	93	93	93	93
Deluxe King	93	93	93	93
King w/ Balcony	93	93	93	93

Room rates quoted are subject to tax, which is currently 15%, and are non commissionable.

Your group rates will be honored for your attendees three (3) days before group arrival and three (3) days after group departure based on availability.

3. ROOM RESERVATION PROCEDURES

Once this contract is accepted, we will be holding your contracted guest room block for the use of your attendees. In order to assign individuals to specific rooms, room reservations will be required. We understand that your guests will be phoning in their reservation requests to the following number, **1-800-444-2326**. It is important that each of your guests contact the Hotel at least thirty days prior to your arrival date and identify themselves as part of your Group, and provide us with the guest name, requested type of room, requested bed type (i.e. king, double/double, queen, twin or suites) check-in and check-out dates and VIP status. Any requests for special room arrangements should be indicated on the rooming list. The Hotel does not confirm reservations in writing.

Thirty days prior to your arrival date shall be the "Reservations Due Date." At your Reservations Due Date, all room nights which have not been reserved as described above will be deemed to be room nights which your Group will not use, and they will become subject to the attrition provisions herein and returned to the Hotel's general inventory. Reservation requests from your attendees received less than thirty days prior to your arrival date will be accepted on a space available basis, at the higher of the contract rate or rate available at that time. Should such requests be accepted, such room nights would be credited to your block for purposes of any calculation of attrition.

4. COMMITTED FOOD & BEVERAGE / MEETING REQUIREMENTS

The hotel will provide all of the function space you described below for a fee of **\$1970.00**. Please ensure that the schedule below includes all space necessary to accommodate set-up and break-down times, all audio-visual needs, head tables and displays.

5. SCHEDULE OF EVENTS

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
10/16/2007	12:00 AM	11:59 PM	Exhibits	GB Preconvene	Tabletop Exhibits	200	
10/16/2007	8:00 AM	5:00 PM	General Session	Gold Ball 4-7	Classroom Style	200	985.00
10/16/2007	12:00 PM	1:00 PM	Lunch	Hall Champs 1	Special Set	200	
10/17/2007	8:00 AM	5:00 PM	General Session	Gold Ball 4-7	Classroom Style	200	985.00
10/17/2007	12:00 PM	1:00 PM	Lunch	Hall Champs 1	Special Set	200	

6. COMMITTED REVENUE FIGURES

Upon acceptance of this contract, the hotel is holding **40** room nights for your use over the contracted dates, totaling revenues of **\$3720.00** (to be paid by conference attendees). Planned banquet food and beverage revenue is **\$6,380.00** (to be paid by separate arrangement by the Indiana Immunization Coalition). All revenue figures are net and not inclusive of taxes, service charge or commissions. All food, beverage and function room rental is subject to a 19.5% service charge plus current sales tax.

Budget for this contract

Room Rental:	\$1,970.00
Service Charge (19.5%):	\$ 384.15
TOTAL:	\$2,354.15

7. ATTRITION AND CANCELLATION

Because of the short time between now and your event, you agree that the hotel will be damaged if the revenues received from your event do not meet the revenues in the previous paragraph, as the hotel will be unlikely able to resell the rooms and services being held in this contract. Therefore, you agree that in the event the revenues received are lower than the "Committed Revenue Figures," you will pay to the hotel, as liquidated damages, an amount equal to the difference between 90% of the committed room revenue and actual room revenue, and the difference between 90% of the committed food and beverage revenue and actual food and beverage revenue.

If your group cancels the event, or terminates this contract, you agree that the hotel will be damaged, and that

those damages will be difficult to quantify. Therefore, you agree that if you cancel your event or terminate your contract, you will pay to the hotel, as liquidated damages, an amount equal to 90% of the "Committed Revenue Figures."

8. MASTER ACCOUNT AND DEPOSIT SCHEDULE

If direct billing is requested, please complete the enclosed credit application and return it to our Accounting Department 90 days prior to arrival or no less than 48 hours after this contract is signed, so that we may attempt to approve credit for your meeting. In the event that credit is not requested or is not approved, 50% pre-payment of your total estimated Master Account will be due 21 days prior to your arrival, with the remaining 50% balance due 2 business days prior to arrival. Under such circumstance, failure to remit the appropriate pre-payment on a timely basis will be considered a cancellation by the Group and the Group shall be liable for amounts as described in the cancellation provisions.

The following items shall be charged to your group account: sleeping rooms, tax, incidentals, service charges, banquet food and beverage charges, attrition charges, meeting space rental charges, cancellation charges, and any other charges billed to the group account at the request of the authorized representative of the group, as designated by the group in advance of the meeting. Twenty-one days before your event, a payment of 50% of the estimated group account charges is due to the hotel. The balance of the group account must be paid immediately at the end of your event. Any balance not paid within 10 days after your event will bear interest at the lower of the rate of 1.5% per month, compounded monthly, if permissible by law, or the highest rate permissible by law. Should the hotel deem collection action necessary in regard to outstanding balances, all costs associated with that collection action, including attorney's fees, shall be added to the group account and paid by you.

9. ADDITIONAL TERMS AND CONDITIONS

Attached hereto are additional terms and conditions relating to this contract, which are made a part of this Contract by this reference. Your signature at the bottom of the additional terms and conditions is your representation that you have read them and that they are included as a part of this contract.

10. AUTHORITY

The persons signing the agreement on behalf of Hotel and INDIANA DEPARTMENT OF HEALTH each warrant that they are authorized to make agreements and to bind their principals to this agreement.

This contract shall be deemed accepted only after it has been signed by a representative of the group and thereafter signed by a representative of the hotel.

We look forward to working with you towards a **reMARKable** meeting!

By INDIANA DEPARTMENT OF HEALTH's authorized representative:

Lance Rhodes, Assistant Commissioner, Operational Services
INDIANA DEPARTMENT OF HEALTH

Date: _____

By the Hotel's authorized representative:

Shannon Swalls (Nail)
Asst. Director of Sales

Date: _____

Mike Larson
General Manager

Date: _____

ADDITIONAL TERMS AND CONDITIONS

CHECK-IN / CHECK-OUT

Guest accommodations will be available at 3:00 pm on arrival day and reserved until 12:00 noon on departure day. Any attendee wishing special consideration for late checkout should inquire at the front desk on the day of departure.

"Should any guest not settle his or her account in full upon departure, the Group will provide accurate and current name, address and telephone information for such guest. If Group fails or is unable to provide such information, Group agrees to be responsible for those charges."

AUDIO-VISUAL EQUIPMENT

Comprehensive audio visual support services, production, sound, lighting and video are owned and provided by the Hotel. It is agreed that Adam's Mark Audio Visual (AMAV) will provide all AV related services used in the hotel. An AMAV representative will be assigned to assist with the audio visual and product details of your meeting. Use of any outside vendor or equipment requires prior written approval of the Hotel's General Manager, and will be subject to a service charge based on the hotel's published rental value of the equipment.

AMAV is the exclusive provider of all rigging services, labor, electrical chain hoists and rigging hardware for the Hotel. Additionally, AMAV maintains exclusive control over all connections to house audio, lighting, data and electrical systems, and exclusive control over all signs, banners, decorations, or balloon drops suspended in the hotel. Specific guidelines are enforced. Appropriate charges will apply.

INSURANCE AND INDEMNIFICATION

Hotel and INDIANA DEPARTMENT OF HEALTH each agree to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising from any activities arising out of or resulting from the respective obligations pursuant to this contract. Group's insurance policy shall name the Hotel as an additional insured. Damage to the Hotel premises by the Group or appointed contractors will be at the Group's responsibility.

The Hotel shall indemnify, defend and hold harmless the Group and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Hotel's negligence in connection with the provision of services or the use of the Hotel facilities. The Hotel shall not have waived or be deemed to have waived, by reason of this paragraph, any defense that it may have with respect to such claims.

The Group shall indemnify, defend and hold harmless the Hotel and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's negligence and/or its members' negligence in connection with the use of the Hotel facilities. The Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense that it may have with respect to such claims.

OUTSIDE CONTRACTORS

The Hotel reserves the right to approve all outside contractors hired for use by the Group in the Hotel and to charge a fee for outside services brought into the Hotel. The Group and/or outside contractor must provide proof of worker's compensation insurance for employees who will work on Hotel premises and proof of adequate general liability coverage for the Group and/or outside contractors' activities while on Hotel's premises.

UTILITIES AND SIGNAGE

Utilities: All electrical services and utilities, including phone and riggings, are contracted through the Hotel's Convention Services Department. Electrical service order forms are available through the Convention Services Department and should be returned 15 days prior to the event.

Signage: All signs must be professionally printed and their placement and posting be pre-approved by the Convention Services Department. Nothing shall be posted, nailed, screwed or otherwise attached to walls, floors, or other parts of the building or furniture. Distribution of gummed stickers or labels is strictly prohibited.

MISCELLANEOUS PROVISIONS

This contract is made and to be performed in Indianapolis, Indiana, and shall be governed by and construed in accordance with Indiana law. By executing this agreement, INDIANA DEPARTMENT OF HEALTH consents to the exercise of personal jurisdiction over it by the courts of the State of Indiana. The Hotel is not responsible for any loss or damage, no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel. This contract is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by a representative of the group and the hotel's General Manager. No representative of the Hotel has been or is authorized to make any representation which varies from the express terms of this contract, though this contract may be supplemented or amended in writing. In the event of litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its attorneys' fees and costs incurred therein. Any legal action in connection with this agreement shall be brought or maintained only in the courts of the State of Indiana, and only in Marion County. No food and/or beverage of any kind will be permitted to be brought into the hotel by the group or any of the group's guests.

I have read these terms and conditions and agree that they are included as a part of the attached contract.

By INDIANA DEPARTMENT OF HEALTH's authorized representative:

Lance Rhodes, Assistant Commissioner, Operational Services
INDIANA DEPARTMENT OF HEALTH

Date: _____



ADDENDUM

EDS # A70-8-073004

This Addendum is entered into by and between the Indiana State Department of Health ("the State") and the entity designated as "Contractor", below.

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by Contractor (the "Form Contract"). This Addendum and the Form Contract are incorporated into each other and, when read together, shall constitute one integrated document. Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

Contractor Name: Adam's Mark Indianapolis

Contractor Address: 2544 Executive Drive
Indianapolis, IN 46241

Title of Form Contract: Group Sales Contract

Attached Form Contract consists of 6 pages without terms.

Total consideration for term of the Form Contract is dependent upon overnight rooms sold and meeting rooms used, at a maximum rate of \$93.00 per night for guest rooms, up to 40 guest rooms total. Any rooms not sold by September 16, 2007 shall be released from the block of reserved rooms, and the State shall not be charged for them. Meeting room rental shall not exceed \$985.00 per day per meeting room.

By mutual agreement of the parties, the following terms and conditions are deleted from the Form Contract:

- A. Any provision requiring the State of Indiana to provide insurance
- B. Any provision requiring the State of Indiana to provide indemnity
- C. Any provision providing that the Contract be construed in accordance with laws other than those of the State of Indiana
- D. Any provision providing that suit be brought in any state other than Indiana
- E. Any provision providing for resolution of contract disputes
- F. Any provision requiring the State of Indiana to pay any taxes
- G. Any provision requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney's fees; including, but not limited to clause number 7 in the Adam's Mark Group Sales Contract

- H. Any provision modifying the statute of limitations provided by Indiana statute
- I. Any provision relating to the time within which a claim must be made
- J. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC 4-13-2-20
- K. Any provision limiting disclosure of the contract in violation of the Access to Public Records Act, IC 5-14-3-3.5
- L. Any provision giving the Form Contract precedence over this Addendum
- M. Adam's Mark Group Sales Contract clause number 6 is deleted

The following terms and conditions are incorporated into and made a part of the Form Contract:

1. 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 the Form Contract without the State'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 State, provided that Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under the Form Contract and shall not be made to more than one party.

2. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Addendum on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Addendum and the Form Contract fully binding upon the Contractor when his/her signature is affixed, and certifies that the Form Contract is not subject to further acceptance by Contractor when accepted by the State of Indiana.

3. 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 Addendum and the Form Contract shall be reviewed by the State and the Contractor to determine whether the provisions of either require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in IC § 4-2-6 *et seq.*, IC § 4-2-7, *et. seq.*, 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 Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Contractor or its agents violate any

applicable ethical standards, the State may, in its sole discretion, terminate the Form Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6 and IC § 4-2-7.

- C.** The Contractor certifies by signing this Addendum, 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. Further, the Contractor agrees that any payments in arrears and 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 the Form Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.
- D.** The Contractor warrants that it has no current or pending or outstanding criminal, civil, or enforcement actions initiated by the State pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Addendum and the Form 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 State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.
- F.** Any payments that the State 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 State. Failure to do so may be deemed is a material breach of this Contract and grounds for immediate termination of the Agreement and denial of further work with the State.
- H.** The Contractor hereby affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
- I.** 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.

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

5. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected information. The Contractor covenants 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 State.

6. Conflict of Interest.

A. As used in this section:

"Immediate family" means the spouse and the unemancipated children of an individual.

"Interested party," means:

1. The individual executing this Contract;
2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
3. Any member of the immediate family of a person specified under subdivision 1 or 2.

"Department" means the Indiana Department of Administration.

"Commission" means the State Ethics Commission.

- B. The Department may cancel the Form Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.
- C. The Department will not exercise its right of cancellation under section B, above, if the Contractor gives the Department an opinion by the Commission indicating that the existence of the Form Contract and the employment by the State of the interested party does not violate any statute or rule relating to ethical conduct of State employees. The Department may take action, including cancellation of the Form Contract, consistent with an opinion of the Commission obtained under this section.
- D. Contractor has an affirmative obligation under this Addendum to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.

7. Debarment and Suspension.

- A. The Contractor certifies 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 the Form Contract by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of the Form 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 also further certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under the Form Contract and shall be solely responsible for any recoupments, paybacks and or penalties that might arise from non-compliance. The Contractor shall immediately notify the State if any sub-contractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the sub-contractor for work to be performed under this Contract.

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

9. Disputes.

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

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Form Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs. If the State and the Contractor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

1. The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

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

10. Drug-Free Workplace Certification. 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 the Form Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in the Form Contract is in excess of \$25,000.00, Contractor hereby further agrees that the Form Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

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 it's 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 State 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.

11. Funding Cancellation. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support

continuation of performance of the Form Contract, the Form Contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

12. Governing Laws. This Addendum and the Form Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

13. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, 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 the Contractor and/or its subcontractors, if any, in the performance of the Contract. The State shall not provide such indemnification to the Contractor.

14. Information Technology Enterprise Architecture Requirements.
Clause Deleted.

15. 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 the Form Contract. The State shall not be required to pay the Contractor for any services performed when the Contractor or its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, or if disciplinary action is taken against the applicable licensure, certification, or accreditation, the Contractor shall notify State immediately and the State, at its option, may immediately terminate the Form Contract.

16. Nondiscrimination.

- A. Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. The Contractor's execution of this Addendum also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The Contractor understands that the State is a recipient of federal funds. Pursuant to that understanding, the Contractor and its subcontractor, if any, agree that if the Contractor employs fifty (50) or more employees and does at least \$50,000 worth of business with the State and is not exempt, the Contractor will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The Contractor shall

comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of this Contract.

17. Notices. Whenever any notice, statement or other communication is to be sent to the State or to the Contractor, it shall be sent to the following addresses unless otherwise specifically advised:

Notice to the State shall be sent to:
Steve Martin
Contract and Audit Section
Indiana State Department of Health
2 North Meridian Street
Indianapolis, IN 46204

Notice to the Contractor shall be sent to:
Shannon Nail
Sales Manager
Adam's Mark Indianapolis
2544 Executive Drive
Indianapolis, IN 46241

18. Order of Precedence. Any inconsistency or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence to this Addendum.

19. Payments.

- A. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Form Contract except as permitted by IC 4-13-2-20.
- B. All accounts will be closed sixty (60) days after the end of the Contract period. Any invoice submitted after sixty (60) days will not be reimbursed by the State.

20. 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 required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

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

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

23. Federal Funding Information

a) C.F.D.A .Title –Immunization

d) Award No.- H23/CCH5222522-04-2

b) C.F.D.A. No. - 93.286

e) Award Year – 2007

c) Award Name - Immunization and Vaccines for
Children Grants

f) Federal Agency – Centers for
Disease Control & Prevention

In contracts funded by the United States Department of Health and Human Services, the Contractor agrees to comply with the provisions of the Coded of Federal Regulations (CFR) Title 45 Parts 74, 92, and 96, where applicable.

24. Federal Funds Disclosure Requirements. The Contractor agrees that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs supported in whole or in part by contract funds, they will clearly state a) the percentage of total costs of the program or project which will be financed with federal money, b) the dollar amount of federal funds for the project or program, as set out in Paragraph 2 of this Contract, and c) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources. "Nongovernmental sources" means sources other than state and local governments and federally recognized Indian Tribes.

25. Federal Lobbying Requirements.

A. The Contractor certifies that to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, contract, loan, or cooperative agreement, the Contractor shall complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.
- C. The Contractor shall require that the language of subparagraphs A) and B) be included in the language of all subcontracts and that all subcontractors shall certify and disclose accordingly.


NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized 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 Addendum and the Form Contract other than that which appears upon the face hereof.

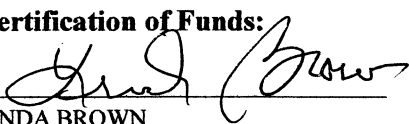
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In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below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

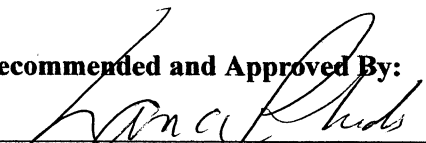
Accepted By:

BY: 
PRINTED NAME: Shannon (Wail) Swalls
TITLE: Asst. Director of Sales
ENTITY NAME: Adams mark Hotel
DATE: 6/8/07

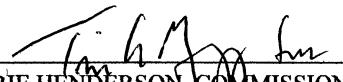
Certification of Funds:


LINDA BROWN
DIRECTOR
DIVISION OF FINANCE
OPERATIONAL SERVICES COMMISSION
INDIANA STATE DEPARTMENT OF HEALTH
DATE: 6/20/07


Recommended and Approved By:


LANCE RHODES
CHIEF FINANCIAL OFFICER
OPERATIONAL SERVICES COMMISSION
INDIANA STATE DEPARTMENT OF HEALTH
DATE: 6/18/07

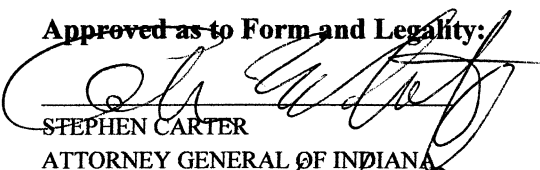
Approved:


CARRIE HENDERSON, COMMISSIONER
DEPARTMENT OF ADMINISTRATION
STATE OF INDIANA
DATE: 6/21/07

Approved:


CHRISTOPHER A. RUHL, DIRECTOR
STATE BUDGET AGENCY
STATE OF INDIANA
7/24/07

Approved as to Form and Legality:


STEPHEN CARTER
ATTORNEY GENERAL OF INDIANA
DATE: 8/3/07