



## EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

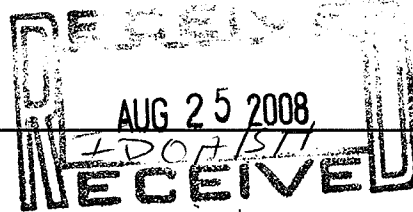
1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

10/10  
LB

1. EDS Number: A70-9-7223	2. Date prepared: 8/22/2008
<b>3. CONTRACTS &amp; LEASES</b>	
<input type="checkbox"/> Professional/Personal Services <input type="checkbox"/> Grant <input type="checkbox"/> Lease <input type="checkbox"/> Attorney <input type="checkbox"/> MOU <input type="checkbox"/> QPA	<input type="checkbox"/> Contract for procured Services <input type="checkbox"/> Maintenance <input type="checkbox"/> License Agreement <input type="checkbox"/> Amendment# <input checked="" type="checkbox"/> Renewal # <input type="checkbox"/> Other SPECIAL PR
<b>FISCAL INFORMATION</b>	
4. Account Number: 3610-14310.548900	5. Account Name: COOP HEALTH STATISTICS
6. Total amount this action: \$11,875.00	7. New contract total: 11,875.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year: Year 2009 \$11,875.00 Year \$ Year \$ Year \$	
<b>TIME PERIOD COVERED IN THIS EDS</b>	
11. From (month, day, year): 7/1/2008	12. To (month, day, year): 6/30/2009
13. Method of source selection: <input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> RFP# <input type="checkbox"/> Other (specify) Special Procurement	
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): N/A	
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) Birth Certificates, Willet and Standard Size	
38. Justification of vendor selection and determination of price reasonableness: Sole Source Special Procurement	
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
44. Attorney General's Office approval	45. Date Approved

CAB 9-10-08

<b>AGENCY INFORMATION</b>	
14. Name of agency: Department of Health	15. Requisition Number: 0000007223
16. Address: 2 N. Meridian Street Indianapolis, IN 46204	
<b>AGENCY CONTACT INFORMATION</b>	
17. Name: Margo Hood	18. Telephone #: 317/232-1982
19. E-mail address: mhood@idoa.in.gov	
<b>COURIER INFORMATION</b>	
20. Name: Margo Hood	21. Telephone #: 317-232-1982
22. E-mail address: mhood@idoa.in.gov	
<b>VENDOR INFORMATION</b>	
23. Vendor ID # 0000008127	
24. Name: STANDARD REGISTER CO	25. Telephone #: 317-844-3325
26. Address: 11711 N MERIDIAN STREET SUITE 310 CARMEL, IN 46032	
27. E-mail address: n/a	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29. Primary Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. If yes, list the %: Minority: % Women: %
31. Sub Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: % Women: %
33. Is there Renewal Language in <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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): N/A	
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) Birth Certificates, Willet and Standard Size	
38. Justification of vendor selection and determination of price reasonableness: Sole Source Special Procurement	
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



RECEIVED

AUG 27 2008

OAG-ADVISORY



0001 02 04  
0001 02 04  
0001 02 04

7223

**EDS # A70-9-7223**  
**CONTRACT FOR PRINTING SERVICES**

This Contract, entered into by and between Indiana State Dept of Health (the "State") and The Standard Register Company (the "Contractor"), is executed pursuant to the terms and conditions set forth herein.

WHEREAS, the State desires to contract for services for Birth Certificates, wallet and standard size; and

WHEREAS, the Contractor has the necessary knowledge and expertise to provide such services.

NOW, THEREFORE, the parties agree as follows:

1. **Duties of Contractor.** Contractor shall provide the services set forth on Exhibit RFQ A70-9-36, attached hereto and incorporated herein (the "Services").
2. **Consideration.** Contractor shall be paid, in arrears, as set forth on Exhibit RFQ A70-9-36, attached hereto and incorporated herein. The total remuneration under this Contract shall not exceed eleven thousand eight hundred seventy five dollars (\$11,875.00).
3. **Term.** This Contract shall be effective for a period of 12 months. It shall commence on 7/1/08 or date of final State approval, whichever is later, and shall terminate on 6/30/09 or 12 months after date of final approval, whichever is later.
4. **Access to Records.** The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during the term of this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies of such records shall be furnished at no cost to the State if requested.
5. **Assignment; Successors.** The Contractor shall not assign or subcontract the whole or any part of this 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 this Contract and shall not be made to more than one party.
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 IC 5-11-1 and audit guidelines specified by the State.
7. **Authority to Bind Contractor.** Notwithstanding anything in this Contract to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute contracts on behalf of the Contractor and has obtained all necessary or applicable approvals from the home office of

the Contractor to make this Contract fully binding upon the Contractor when his/her signature is affixed and is not subject to home office acceptance hereto when accepted by the State.

8. **Changes in Work.** In the event the State requires a major change in the scope, character or complexity of the work after the work has begun, adjustments in compensation to the Contractor shall be determined by the State in the exercise of its honest and reasonable judgment. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

9. **Compliance with Laws**

- A. The Contractor agrees to 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 regulations thereunder after execution of this contract shall be reviewed by the State and the Contractor to determine whether the provisions of the contract require formal modification.
- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated there under, 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 this Contract immediately upon notice to the contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.
- C. The Contractor certifies by entering into this Agreement, 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. 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 this Agreement 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 outstanding criminal, civil, or enforcement actions initiated by the State of Indiana 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 or contractual device issued pursuant to this Agreement.
- 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 is a material breach of the contract and grounds for immediate termination of the Agreement and denial of further work with the State.

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

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

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

**11. Continuity of Services.**

A. The Contractor recognizes that the Services provided are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another Contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training, and
  2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon the State's written request:
1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires, and
  2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

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

- C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the Services required by this Contract.

The Contractor 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).

- 12. Debarment and Suspension.** Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or 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 Contractor.
- 13. Default by State.** If the State, sixty (60) days after written notice, fails to correct or cure any breach of this Contract, then Contractor may cancel and terminate this Contract and collect all monies due up to and including the date of termination.
- 14. Delivery.** Delivery must be made at the time agreed upon. If any indicated or actual delays arise, the State must be notified immediately and the cause for such delay stated. If any goods or services are not delivered within the time specified on any purchase order, or within a reasonable time if no time is specified, the State may refuse to accept such goods and the Indiana Department of Administration Procurement Division may cancel the agreement. The Contractor shall make no deliveries on verbal orders except from the State on purchases less than \$5,000 and only with written approval on purchases greater than \$5,000 from the Indiana Department of Administration Procurement Division.
- 15. Disputes.** Should any disputes arise with respect to this Contract, Contractor and the State agree to act immediately to resolve 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 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:

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.

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

**16. Dug-Free Workplace Certification.** The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. 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 has been convicted of a criminal drug violation occurring in the Contractor's workplace.

False certification or violation of the 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 of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Contractor hereby further agrees that this 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 with and grants from the State of Indiana 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 this Contract 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 employees 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 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) take appropriate personnel action against the employee, up to and including termination; or (2) require 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.
- 17. 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.
- 18. 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 this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
- 19. Governing Laws.** This 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.
- 20. Incorporated by Reference**  
The solicitation requirement(s), and the Contractor's response thereto are hereby incorporated by reference and may be attached as exhibits hereto;



Notwithstanding the foregoing, it is understood the State has relied upon the truthfulness of the Contractor's bid and its various parts, including but not limited to, proprietary information, and confidential information submitted by the Contractor, which is not reproduced herein, in entering into this contract and should said materials prove to be false or misleading, the State may seek appropriate remedies at law and equity and may produce and disclose in court proceedings said materials.

- 21. Indemnification.** Contractor agrees to indemnify, defend, and hold harmless the State and its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act or omission of the Contractor and/or its subcontractors, if any, in connection with the following: (a) the breach by Contractor of its obligations to State under this Agreement; (b) the death or bodily or personal injury of, or other legally enforceable damage incurred by, any agent, employee, customer, business invitee, or business visitor or other person caused by the breach of contract, breach of warranty, negligence or willful misconduct of Contractor; or (c) the damage, loss or destruction or any real or personnel property caused by the breach of contract, breach of warranty, negligence or willful misconduct of Contractor. The State shall not provide such indemnification to the Contractor.

Contractor shall, at its own expense, defend, indemnify and hold harmless the State with respect to any claims that the goods and/or services furnished under this Agreement violates any third party intellectual property rights including, but not limited to, patents, copyrights, trademarks and trade secrets that are enforceable in the United States (an "IP Claim"). If any goods are judicially determined or, in Contractor's judgment, likely to be determined to be infringing a third person's intellectual property right, Contractor may, at its expense and option, either (i) settle the IP Claim, (ii) procure for the State the right to continue to use the infringing goods, (iii) replace or modify the infringing goods to avoid the IP Claim, or (iv) remove the infringing goods and refund to State the purchase price less a reasonable amount for State's usage of the infringing goods. Contractor shall not be obligated to indemnify State if the IP Claim is based upon a modification or combination usage of the goods that has not been approved by Contractor.

- 22. Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers 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. 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 be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

**23. Information Technology Enterprise Architecture Requirements**

If Contractor provides any information technology related products or services to the State, Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/>. Contractor specifically agrees that all hardware, software, and services provided to or purchased by the State 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 State may terminate this contract for default if Contractor fails to cure a breach of this provision within a reasonable time.

**24. Key Person(s).**

- A. If both parties have designated that certain individual(s) are essential to the services to be provided, the parties agree that should such individual leave Contractor's employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon (30) days prior written notice.
- B. In the event that Contractor is an individual, that individual shall be considered a key person and, as such, essential to the Contact. Substitution of another person for Contractor shall not be permitted without express written permission from the State.
- C. Nothing in sections A or B, above, should be constructed to prevent Contractor from using the service 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. Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person to this Contact is Von Swalley.

**25. 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 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 agrees to notify State immediately thereof and the State, at its option, may immediately terminate this Contract.

**26. Merger & Modification.** This Contract constitutes the entire agreement between the parties. No other 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, in a manner, except by written agreement signed by all necessary parties.

**27. Minority and Women Business Enterprise Compliance. . Minority and Women's Business Enterprises Compliance.**

The Contractor agrees to comply fully with the provisions of 25 IAC 5 and any participation plan that may have been submitted to the State.

The following MBE's and WBE's listed on the Minority and Women's Business Enterprises Division directory of certified firms will be participating in this Contract.

MBE/WBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATE	AMOUNT
---------	-------	--------------	-----------------------------------	------------------	--------

N/A

**28. 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 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.

**29. Notices to Parties.** 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:

Notices to the State shall be sent to:  
Indiana State Dept of Health  
2 North Meridian St, 2C  
Indianapolis, IN 46204

Notices to the Contractor shall be sent to:

The Standard Register Company  
11711 Meridian Street  
Carmel, Indiana 46032  
Attn: Von Swalley

The Standard Register Company  
600 Albany Street  
Dayton, Ohio 45408-1442  
Attn: Director, Legal Services

Payments to the Contractor shall be sent to:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**30. Order of Precedence.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract; (2) the State's Request for Quotation/Bid; (3) attachments prepared by the State; (4) Contractor's response to State Request for Quotation/Bid; and, (5) attachments prepared by the Contractor.

**31. Title.** Except for any Contractor's Intellectual Property herein, title to all drawings, blueprints, dies, patterns, tools and all other property prepared or constructed by Contractor at Contractor's plant or elsewhere, or ordered for use in connection with the order to the extent that the state has made

payment, therefore, or has furnished to Contractor, at no charge, shall vest in and be the property of the State and shall be identified as such; and contractor assumes all liability for loss for failure to deliver such property to the State. The term "Contractor's Intellectual Property" shall mean all patents, trademarks and copyrights owned or developed by Contractor prior to performing its services and delivering the goods hereunder to the State and any modifications to Contractor's patents, trademarks and copyrights made in connection with the performance of its services and delivering the goods to the State that do not perform functions that are specific to services and goods provided hereunder by Contractor for the State.

**32. Payments.** 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 subject of this Contract except as permitted by IC 4-13-2-20.

**33. 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.

Notwithstanding the provisions contained in IC 5-17-5, the parties stipulate and agree that any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

**34. Renewal Option.** This Contract may be renewed under the same terms and conditions subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed Contract may not be longer than the term of the original Contract. Any subsequent renewal of this contract may include an increase up to 10% per year at the sole discretion of the State.

**35. 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 provision of this Contract.

**36. 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.

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

**38. Termination for Convenience.** This Contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. 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 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.

**39. Termination for Default.**

- A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this Contract in whole or in part, if the Contractor **fails to**:
- 1) Correct or cure any breach of this Contract;
  - 2) Deliver the supplies or perform the services within the time specified in this Contract or any extension;
  - 3) Make progress so as to endanger performance of this contract; or
  - 4) Perform any of the other provisions of this Contract.
- B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract.

**40. Travel.** If otherwise permitted by this Contract, expenditures made by the Contractor for travel will be reimbursed by the State at its current rate and in accordance with the State's Travel Policies and Procedures specified in the current Financial management Circular (#2003-1).

**41. 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 or excuse shall be in writing and signed by the party claimed to have waived such right.

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

**43. 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 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 firm, company, corporation or partnership represented by him/her, 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 of the Contract.

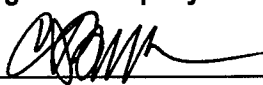
**44. Excluded Damages.** Neither party shall be liable to the other party for any special, indirect, incidental, consequential or punitive damages (the "Excluded Damages"), whether based upon contract, tort or any other legal theory resulting from or in any way connected with the performance by either party of their respective covenants and agreements under these Terms and Conditions or any Purchase Order issued by the State to Contractor. Neither party shall be liable to the other party for the Excluded Damages, whether foreseeable or not, and even if the applicable party has been advised of the possibility of the Excluded Damages. This Excluded Damages limitation shall not apply to Contractor's indemnification obligations to the State under these Terms and Conditions or any Purchase Order issued by the State to the Contractor.

**45 Warranty Disclaimer.** THE WARRANTIES CONTAINED IN THESE TERMS AND CONDITIONS OR ANY ATTACHMENTS TO THIS AGREEMENT, ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**The rest of this page is left blank intentionally.**

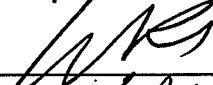
**In Witness Whereof**, Contractor and the State of Indiana have, through duly authorized representatives, entered into this Contract. The parties, having read and understand the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

**Contractor:**  
**The Standard Register Company**

Signature:   
Printed Name: Craig J. Brown  
Title: Sr. VP, Treasurer and CFO  
Date: 6/9/08



**State of Indiana Agency:**  
**Indiana State Dept of Health**

Signature:   
Printed Name: LUKE RHODES  
Title: CFO  
Date: 7/16/08

**Indiana Office of Technology**

N/A  
Gerry Weaver, Chief Information Officer  
Date: \_\_\_\_\_

**Department of Administration**

*for* Kathleen A. Harrington, CPPB  
Carrie Henderson  
Commissioner  
Date: 08/21/08

**State Budget Agency**

per FMC 98-2  
Christopher A. Ruhl  
Director  
Date: \_\_\_\_\_

**Office of the Attorney General**

Elizabeth A. Brown for  
Stephen Carter  
Attorney General  
Date: 9-10-08

**Request For Quotation/  
Invitation to Bid**  
Issued by State of Indiana

Vendor  
Remit to:

**Name & Address**

Vendor: Standard Register Co.  
11711 N Meridian St  
Suite 310  
Carmel, IN 46032

RFQ/ITB Date Delivery Date Page

4/17/08

Fund/Object/Center: 3610/548900/143100

Dept Number: 195058

Project Number: 400361014310080

Requisition Number: A70-9-36

Buyer:

Reporting Code:

Federal ID:

Agency Number: 00400

Facility:

*Exhibit A*

*A70-9-7222*

*Page 1 of 3*

*400-9-7223*

Ship To: Indiana State Dept of Health

Please Follow Instructions Included in Solicitation Package

Must be returned by (time and date): 5/1/08 4:00 PM

Request Information from Buyer listed in Box in Upper Right Corner

**\*\*NOTICE:** All prices are assumed valid for ninety (90) days from Quotation opening date unless otherwise noted.

Line	Quantity	UOM	Item No/Description	(FOB-Destination) (Pre-pay+charge)	Unit Price	Extended Amt
1	150	pkg/500	SF 35431 ((R2/1-06), Standard Size Birth Certificates, 8.5 x 11 cut sheet As per attached specifications - SR #IVRA01		\$54.50	\$8175.00
2	50	pkg/500	SF45407 (R2/1-06), Wallet size Birth Certificates, 8.5 x 11 cut sheet As per attached specifications - SR #IVRA02		\$74.00	\$3700.00

Ship to and Store at:

Standard Register Company

~~600 Albany Street~~

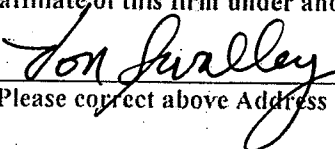
~~PO Box 1167~~

~~Dayton, OH 45401-1167~~

*C50 Warehouse  
Chicago, IL*

Vital Records will request quantities

As needed to be delivered to 2 N Meridian St,  
Indianapolis, IN

To be valid, all Quotations/Bids must be signed manually.	Representative Signature certifies no quotation/bid on this request has been submitted by officers, representatives or an affiliate of this firm under another name.		When can you ship? <i>within 48 hours</i>
	 Please correct above Address	Typed name of Representative Von Swalley	Telephone Number (317)- 844-3325
		Title of Representative Corporate Account Rep	Date of Quotation April 29, 2008
		The State of Indiana reserves the right to accept or reject whole or any part of, the foregoing Quotation/Bid.	



Indiana Vital Records Association  
PRINTING SPECIFICATIONS  
IVRA01 Full Size Birth Certificate form  
Dec. 2, 2005  
Indiana Department of Health

Exhibit A  
A70-9-~~36~~7223  
Pg 2 of 3  
400-9-7223

- Size:** 8.5" x 11" cut sheet
- Perforations:** Full horizontal smooth edge laser perforation located 5.5" from top
- Paper:** Standard Register Controlled Safety Paper called SECUREBOND® Super Laser  
24 white xerographic paper with LaserLock® and Chemical VOID protection
- Inks:** *Heat resistant inks used both sides*  
Front side: 4 inks  
Prismatic background (2): Reflex blue / 187 Red/Reflex blue  
Border/ Text/Micro print (1) Reflex blue  
~~Blue~~ Fluorescent (1) *Green*  
Dual Image number- Red indelible die and Black ink  
Back side: (2 inks plus Special STP Watermark coating)  
Transmark® Watermark with outline of State of Indiana  
Green PMS 358 – laid lines with "Indiana Vital Records"  
Orange to Yellow Thermochromic for Seal of Indiana
- Numbering:** Guaranteed no missing numbers  
Dual Image consecutive numbers (red bleeds through paper)
- Packaging:** 500 sheets per polywrap package, chipboard and labeled with numbers  
Packaged face down low number on top for HP/Lexmark model laser printers  
Tamper evident Security taped cartons  
2,000 sheets per carton
- Shipping:** Accutrac® System used to track numbers throughout production, warehousing and shipping.
- Secure Storage:** Stored at Standard Register Secure Warehouse with controlled access
- Security Features:** No. 47 High Resolution Border  
Micro printing  
CopyBan Capture COPY VOID protection  
Transmark Watermark  
Tamper Evident Chemical Coating  
Warning Band  
Thermochromic ink  
Dual Image Control Number  
Laser Lock  
Microdots  
Prismatic background  
Laid Lines  
Fluorescent Ink

Indiana Vital Records Association Birth Certificates

PRINTING SPECIFICATIONS

IVRA02 Wallet Size Birth Certificate form

Indiana Department of Health

Dec. 2, 2005

Exhibit A

A70-9-7223

Pg 3 of 3

400-9-7223

Size: 8.5" x 11" cut sheet

Perforations: Full horizontal laser edge perforation located 5.5" top, partial horizontal and vertical

Paper: Standard Register Controlled Safety Paper called SECUREBOND® Super Laser  
24 white xerographic paper with LaserLock® and Chemical VOID protection

Inks: Heat resistant inks used on both sides

Front side: (3 inks)

CopyBan Capture Panta- Reflex blue

Border/ Text/Micro print- Reflex blue

~~Blue~~ Fluorescent - Green

Dual Image number- Red indelible die and Black ink

LaserLock® Coating

Back side: (2 inks plus Special STP Watermark coating)

Transmark® Watermark-

Green PMS 358 - laid lines

Orange to Yellow Thermochromic-

Numbering: Dual Image numbers- guaranteed no missing numbers

Packaging: Packages of 500 sheets polywrapped with chipboard and labeled with numbers  
Packaged face down low number on top for HP/Lexmark model laser printers  
Tamper evident Security taped cartons  
Packed 2,000 sheets per carton

Shipping: Accutrac® System used to track numbers throughout production, warehousing  
and shipping.

Secure Storage: Stored at Standard Register Secure Warehouse

Security Features: High Resolution Border  
Micro printing  
CopyBan® Capture COPY VOID protection panta  
Transmark® Watermark  
Tamper Evident Chemical Coating  
Warning Band  
Thermochromic ink  
Dual Image Control Number  
Laser Lock  
Microdots  
Laid Lines  
Fluorescent Ink  
Security Tape  
Accutrac secure shipping



Standard Register

Managing the documents you can't live without