



STATE OF INDIANA

Purchase Order Negotiated Bid 615-24-78607

INDIANA DEPARTMENT OF ADMINISTRATION

On behalf of

DEPARTMENT OF CORRECTION

Solicitation For:

Ammunition

Submission Due Date and Time:

February 23, 2024 by 3:00 PM

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Indiana Department of Administration

Procurement Division

402 W. Washington St., Room W468

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Name AA1:F12		Amount	Specs
9mm 147grain FMJ		45,000	9MM Caliber, 147 grain bullet weight, Full Metal Jacket, Factory Load
12ga #4 Buckshot		22,500	12 Gauge, #4 Buckshot, 27 .24 caliber pellets, 2 3/4 cartridge length, high brass
9mm Simunition Marking Round		4,950	9MM Caliber, plastic projectile material, blue marking, smokeless powder, Safety template 90 m (292 ft.) 75 m (246 ft.), Operational temperature range -8° to 40° C (18° to 104° F), five year shelf life
Grenade, CS Rubber Handball		101	CS Pyrotechnic Grenade, Rubber body, Discharge time 10-20 secs, Approx 45 grams of chemical agent, Approx size 3" diameter 5" length, 5 year warranty
Grenade, CS Flameless Expulsion		49	CS Non-Pyrotechnic Grenade, Instantaneous Discharge, Approx 44 grams of chemical agent, Approx size 2.50" diameter 6" length, 5 year warranty
Grenade, Grey Smoke (HC)		74	Pyrotechnic Grenade Grey Smoke (HC), Canister body, Discharge time 1.5 - 2.5 Minutes, Approx size 2.50" diameter 6" length, 5 year warranty
Grenade, Yellow Smoke		54	Pyrotechnic Grenade Yellow Smoke, Canister body, Discharge time 30-40 secs, Approx size 2.50" diameter 6" length, 5 year warranty
40 mm Direct Impact Reloadable Training Round		7	The 40mm, Reusable Plastic Projectiles, Reusable Anodized Aluminum Bases w/ Set Screw, Propellant Cartridges that do not require being pressed in.
Fogger, Refill, OC		17	OC Liquid, Quart, 5 Year Warranty.
Streamer, MK-9, OC		67	Aerosol Streamer, OC, 1.3 % MC (Level III), 13.4 oz., Non-flammable and Electronic Discharge Weapon (EDW) safe. OC, effective range of 18-20 ft., 5 year warranty.
Fogger, MK-9, OC		84	Aerosol Fogger, OC, 1.3 % MC (Level III), 13.4 oz., Wand Adapter, Non-flammable and Electronic Discharge Weapon (EDW) safe., 5 year warranty.
Pepperball, Duty		3,000	Pava Capsaicin - Red .68 Caliber
Pepperball, Inert Training		19,500	Pepperball Inert Training Round Purple .68 Caliber
Grenade, OC Stingball		75	Rubber Ball Grenade Body, M201A1 Fuze, Flash Bang w/ Decible Level of 175, 32 Caliber Rubber Ball Projectiles, OC Sub Munition, 5 Year Warranty
Def Tech Fuze model 8901		40	https://www.defense-technology.com/product/distracton-device-12-gram-reload/

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Section One General Information and Requested Products/Services

1.1 Introduction

In accordance with applicable Indiana Code provisions, Rules and Policies, the Indiana Department of Administration (IDOA), acting on behalf of the Department of Correction for ammunition. It is the intent of IDOA to solicit responses to this solicitation in accordance with the statement of work, proposal preparation section, and specifications contained in this document. This solicitation is being posted to the IDOA Bidding Opportunities website, at <https://www.in.gov/idoa/procurement/current-business-opportunities/> for downloading. Neither this solicitation nor any response (proposal) submitted hereto are to be construed as a legal offer.

1.2 Definitions and Abbreviations

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

Award Recommendation	IDOA's summary, typically in letter format, of the solicitation and suggestion on Respondent selection.
Award Amount	Proposed amount or the BAFO amount that will result in a Purchase Order (PO)
BAFO	Best and Final Offer is an opportunity for Respondents to propose an improved cost for final score consideration
Bid Cost	Proposed cost
Bid Response	An offer as defined in IC 5-22-2-17
Evaluated Amount	If preferences are selected, this is the amount after the preference is applied. Awardee is based on the evaluation amount.
Full Time Equivalent (FTE)	The State defines FTE as a measurement of an employee's productivity when executing the scope of work in this Negotiated Bid for a specific project or contract. An FTE of 1 would mean that there is one worker fully engaged on a project. If there are two employees each spending 1/2 of their working time on a project that would also equal 1 FTE
IAC	Indiana Administrative Code
IC	Indiana Code
Installation	The delivery and physical setup of products or services requested in this Negotiated Bid
Other Governmental Body	An agency, a board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: <ol style="list-style-type: none"> 1) The judicial branch 2) The legislative branch 3) A political subdivision as defined in IC 5-22-2-22 and IC 36-1-2-13 (includes school corporations, municipal corporations, Legislative body, Taxing district, Town, Township and Unit) 4) A State educational institution

PO (Purchase Order)	Contractual mechanism for a one-time purchase
Prime Contractor	Refers to the entity responding to the solicitation
Products	Tangible goods or manufactured items as specified in this Negotiated Bid
Proposal	An offer as defined in IC 5-22-2-17
Respondent	An offeror as defined in IC 5-22-2-18; and any entity or person who does business with the State and is registered as same. The State will not consider a bid response responsive if two or more offerors submit a joint or combined proposal. One entity or individual must be clearly identified as the company who will be ultimately responsible for performance of the contract
Services	Work to be performed as specified in this solicitation
State	The State of Indiana
State Agency	As defined in IC 4-13-1, "State Agency" means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of State government
Subcontractor	Refers to the entity entering into a contract with the Prime Contractor for a portion of the scope of the solicitation
Total Bid Amount	The amount that the Respondent proposes on Attachment D that represents their total, all-inclusive price
VSC (Valuable Scope Contribution)	The benefit the proposed certified subcontractors(s) must provide to the project set forth in the solicitation

1.3 Purpose of the Negotiated Bid

The purpose of this solicitation is to select a Respondent that can satisfy the State's need for ammunition. It is the intent of the Department of Correction to contract with a Respondent that provides quality ammunition for Department of Correction.

1.4 Summary Scope of Work

To deliver ammunition per Attachment D as soon as possible once Purchase Order has been

received.

1.5 Negotiated Bid Outline

The outline of this Negotiated Bid document is described below:

Section	Description
Section One – General Information and Requested Products or Services	This section provides an overview of the solicitation, general timelines for the process, and a summary of the products/services being solicited by the State/Agency via this Negotiated Bid.
Section Two – Bid Response Preparation Instruction	This section provides instructions on the format and content of the Bid including an Executive Summary and a Bid Cost.
Section Three – Negotiated Bid Evaluation Criteria	This section discusses the evaluation criteria to be used to evaluate Respondents' bid responses
Attachment A	M/WBE Subcontractor Form
Attachment A1	IVOSB Participation Plan Form
Attachment B	PO Terms and Conditions
Attachment C	Indiana Economic Impact (IEI) Form
Attachment D	Bid Cost
Attachment E	Q&A Template
Attachment F	Attestation Form
Attachment G	Claiming Purchasing Preference Form

1.6 Question/Inquiry Process

All questions/inquiries regarding this Negotiated Bid must be submitted in writing by the date and time outlined in Section 1.22. Questions/Inquiries may be submitted in **Attachment E**, Q&A Template, via email to rfp@idoa.IN.gov and must be received by the time and date indicated in Section 1.22.

The subject line of the email submissions must clearly state the following:
“**BID 615-24-78607 Questions/Inquiries – [INSERT COMPANY NAME]**”.

Following the question/inquiry due date, the State personnel will compile a list of the questions/inquiries submitted by all Respondents. The responses will be posted to the IDOA website according to the timetable established in Section 1.22. Only answers posted on the IDOA website will be considered binding and valid by the State. No Respondent shall rely upon, take any action, or make any decision based upon any verbal communication with any State employee.

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

1.7 Due Date for Bid Responses

All proposals must be received through the Supplier Portal at the link below by the Procurement Division no later than the date and time outlined in 1.22 Summary of Milestones. The proposal will be considered the official response in evaluating responses for scoring and protest resolution and may be posted on the IDOA website, <https://www.in.gov/idoa/procurement/award-recommendations/> if recommended for selection. The proposal must follow the format indicated in Section Two of this document. No other method of submission will be accepted. Unnecessarily elaborate brochures or other presentations, beyond those necessary to present a complete and effective proposal, are not desired.

Multi-Factor Authentication:

<https://www.in.gov/iot/customer-service/myshareingov/multi-factor-authentication/>

Supplier Portal:

<https://www.in.gov/idoa/procurement/supplier-resource-center/requirements-to-do-business-with-the-state/bidder-profile-registration/>

Instructions on how to submit an electronic bid:

<https://www.in.gov/idoa/procurement/supplier-resource-center/requirements-to-do-business-with-the-state/bidder-profile-registration/manage-my-bidder-profile/submitting-a-bid/>

Important notes:

Remember that you cannot update the primary contact's email address and use it to sign into the Supplier Portal on the same day.

No more than one proposal per Respondent may be submitted.

Responses may no longer be sent in on flash drives.

The State encourages Respondents to break down their proposals into small file sizes and use compressed zip files, where possible. Uploading large files may lengthen the time to successfully submit your proposal. Checking file sizes of the proposal documents by viewing file properties is also recommended to reduce risks when uploading files.

A bidder ID and password are required to submit a response. For more information on that process, visit: <https://www.in.gov/idoa/wbt/SupplierPortal/index.html>. Bidder ID and password issues are handled by submitting a request for assistance to the State of Indiana Office of Technology and are handled in the order in which they are received. IDOA is not able to assist with these types of issues and they are not justification to miss the submission deadline.

The State strongly encourages Respondents to allow plenty of time when electronically submitting their proposals. Waiting until the last day is not recommended. The Supplier Portal allows documents to be edited until the proposal due date. Therefore, documents could be loaded over several days. The Supplier Portal will not accept proposals once the proposal due date and time has expired, even if a Respondent has already begun uploading bid documents.

The State accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

1.8 Modification or Withdrawal of Offers

Responses may be modified by Respondents until the time and date the response is due. The Respondent's authorized representative may withdraw the proposal prior to the due date by sending notice to the address listed above in Section 1.7.

1.9 Pricing

Pricing on this solicitation must be firm and remain open for a period of not less than one hundred eighty (180) days from the date of award issuance.

Any attempt to manipulate the format of the document, attach caveats to pricing, or submit pricing that deviates from the current format will put your bid response at risk of being removed from consideration.

Respondents should refer to the Bid Cost sub-section under Section Two for a detailed discussion of the bid response pricing format and requirements.

1.10 Proposal Clarifications and Discussions

The State may request clarifications, in writing, on bid responses submitted. These clarifications could include, but are not limited to, request for additional information, or request for Bid Cost. If clarifications are conducted, they will involve all responsive Respondents and will be conducted in writing. As a result of these clarifications, Respondents may be asked to submit revised bid responses. Respondents may respond to this request by submitting their initial bid response unchanged; however, prices cannot be increased, they must remain the same or lower. The State will provide equivalent information to all Respondents which have been chosen for clarifications.

A sample PO Terms and Conditions is provided in **Attachment B**.

1.11 Best and Final Offer (BAFO)

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

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

1.12 Type and Term of Contract

The State intends to make a one-time purchase with one or more Respondent(s) to fulfill the requirements in this Negotiated Bid.

1.13 Confidential Information

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

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

- 18-INF-06; Redaction of Public Procurement Documents Informal Inquiry

If the Respondent does not identify the statutory exception, the State will not consider the submission confidential. The State also reserves the right to seek the opinion of the PAC for guidance.

1.14 Taxes

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

1.15 Procurement Division Registration

In order to submit a proposal per Section 1.7, Respondents must be registered as a bidder with the Department of Administration, Procurement Division.

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

- To register, follow instructions provided in Section 2.2.7.
- If registered, a Bidder ID # list is available to complete the Submission Form per Section 2.1.

1.16 Secretary of State Registration

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

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

1.17 Compliance Certification

Responses to this Negotiated Bid serve as a representation that the Respondent has no current or outstanding criminal, civil, or enforcement actions initiated by the State, and it agrees that it will immediately notify the State of any such actions. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory, or judicially required payments to the State. The Respondent agrees that the State may confirm, at any time, that no such liabilities exist, and, if such liabilities are

discovered, that State may bar the Respondent from contracting with the State, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

1.18 Equal Opportunity Commitment¹

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

Failure to address these subcontracting opportunities will not impact the evaluation of your bid response. Evaluation points are not associated with Minority Enterprises, Women Enterprises and Indiana Veteran Owned Small Businesses.

1.19 Minority & Women's Business Enterprises Subcontractor Commitment (MWBE)

Indiana Code 4-13-16.5 and 25 IAC 5 governs the Division of Supplier Diversity program as it relates to the certification, oversight, and responsibilities around the certified Indiana Minority and/or Women Business Enterprises (MWBE). As stated in Section 1.18, a commitment expectation for this solicitation. The MWBE Subcontractor Commitment form is **Attachment A**. If opting to propose a commitment, the MWBE Subcontractor Commitment Form is to be submitted as a part of the Respondent's proposal. The entity must be on the State of Indiana Certified M/W/IVOSB list at <https://www.in.gov/idoa/mwbe>. **The State will not follow up with the Respondent if the subcontracting opportunities are not submitted.**

If participation is proposed through the use of Subcontractors, the Respondent must provide the scope of work of the products and/or services to be provided by the Subcontractor(s). This must include explanation of whether the products and/or services are to be utilized directly by the Respondent and/or directly by the State, a description of the process through which the products/services will be received and applied to the benefit of the award, the deliverable requirements as agreed upon between the Contractor and Subcontractor, the certified UNSPSC that applies to the award, and the cost of supplies being utilized by the Respondent for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The amount entered in "**TOTAL BID AMOUNT**" should match the amount entered in the **Attachment D**, Bid Cost Template.

Failure to meet these goals will not affect the evaluation of your Proposal. The Department will verify certification information included on the MWBE Subcontractor Commitment Form.

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

¹ Points do not apply in a Negotiated Bid

- Must be on the State of Indiana Certified M/W/IVOSB list at <https://www.in.gov/idoa/mwbe>, **on or before** the bid response due date.
- Each firm may only serve as one classification – MBE, WBE, or IVOSB (see section 1.18).
- MWBE must have a Bidder ID
- MWBE must provide goods or service only in the industry area for which it is certified. Specify the certified code on Attachment A that applies to the contract from <https://www.in.gov/idoa/mwbe>.
- Must be used to provide the goods or services specific to the award.
- National Diversity Plans are generally not acceptable.

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

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its Subcontract amount, a description of products and/or services to be provided on this project, and approximate date the Subcontractor will perform work on this award.

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

MINORITY & WOMEN'S BUSINESS COMPLIANCE (MWBE)

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

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

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

1.20 Indiana Veteran Owned Small Business Subcontractor Commitment (IVOSB)

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

If participation is proposed through the use of Subcontractors, the Respondent must provide the scope of work of the products and/or services to be provided by the Subcontractor(s). This must include explanation of whether the products and/or services are to be utilized directly by the Respondent and/or directly by the State, a description of the process through which the products/services will be received and applied to the benefit of the award, the deliverable requirements as agreed upon between the Contractor and Subcontractor, the certified UNSPSC that applies to the award, and the cost of supplies being utilized by the Respondent for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The amount entered in **"TOTAL BID AMOUNT"** should match the amount entered in the **Attachment D, Bid Cost Template**.

If the Respondent to the solicitation is an IVOSB certified entity, the Respondent may indicate this on Attachment F, Attestation Form.

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

Failure to address these subcontracting opportunities will not impact the evaluation of your Proposal. The Department will verify certification information included on the IVOSB Subcontractor Commitment Form.

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

- Must be listed on Federal Center for Veterans Small Business Certification VETCERT at <https://veterans.certify.sba.gov/> under INDIANA, or listed at State of Indiana Certified M/W/IVOSB list at <https://www.in.gov/idoa/mwbe>, **on or before** the proposal due date
- Prime Contractor must include with their proposal the Subcontractor's veteran business's current certification status from VETCERT at <https://veterans.certify.sba.gov/>.
- Each firm may only serve as one classification – MBE, WBE (see Section 1.18) or IVOSB

- IVOSB must have a Bidder ID
- Must provide goods or services only in the industry area for which it is certified as listed in the VETCERT federal registry, at <https://veterans.certify.sba.gov/> under INDIANA or at State of Indiana Certified M/W/IVOSB list at <https://www.in.gov/idoa/mwbe>. Specify the certified code on Attachment A1 that applies to the contract.
- Must be used to provide the goods or services specific to the award. Must be used to provide the goods or services specific to the award.

INDIANA VETERAN OWNED SMALL BUSINESS SUBCONTRACTOR LETTER OF COMMITMENT

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

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

INDIANA VETERAN OWNED SMALL BUSINESS COMPLIANCE (IVOSB)

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

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

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

1.21 Americans with Disabilities Act

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

1.22 Summary of Milestones

The following timeline is only an illustration of the solicitation process. Not all the dates below are binding.² Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change. At the conclusion of the evaluation process, all Respondents will be informed of the evaluation team's findings.

Key Dates	
Activity	Date
Issue of solicitation	December 28, 2023
Deadline to Submit Written Questions	January 8, 2024 by 3:00 PM Eastern Time
Response to Written Questions/Amendments	January 15, 2024
Submission Due Date/Time	February 23, 2024 by 3:00 PM Eastern Time
<i>The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.</i>	
Proposal Evaluation	TBD
Proposal Discussions/Clarifications (if necessary)	TBD
Best and Final Offers (if necessary)	TBD
Award Recommendation	April 2024

1.23 Evidence of Financial Responsibility (25 IAC 1.1-1-5)

Removed at the request of the agency.

1.24 Conflict of Interest

Any person, firm or entity that assisted with and/or participated in the preparation of this solicitation document is prohibited from submitting a bid response to this specific solicitation. For the purposes of this solicitation, a "person" means a State officer, employee, special State appointee, or any individual or entity working with or advising the State or involved in the

² [1] Submission dates for Proposals, and Reference Check Forms to State ARE binding and not subject to change .

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

1.25 Ethics Obligations

The Respondent 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. and Indiana Code 4.2.7, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Respondent is not familiar with these ethical requirements, the Respondent should refer any questions to the Indiana State Ethics Commission or visit the Indiana State Ethics Commission website at <http://www.in.gov/ig/2335.htm>. If the Respondent or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this award immediately upon notice to the contractor. In addition, the Respondent may be subject to penalties under Indiana Code § 4-2-6-12 and 4.2.7.

1.26 Procurement Protest Policy

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

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

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

1.27 F.O.B. (Free on Board) Destination

The State requires all bids to be submitted based on F.O.B. destination. Refusal to do so may lead to disqualification.

1.28 Open Competition

The specifications are intended to be nonrestrictive. Brand names and model numbers may be used but, they are merely intended to be guidelines to establish criteria and quality for competitive bidding. Unless otherwise stated, alternate bids will be evaluated and may be

acceptable if they can be verified as equal or better than specified as determined by the State. All Respondents with alternate products shall submit detailed specifications with their bid.

1.29 Miscellaneous

Patents: The Contractor agrees to defend, at its own expense, the State of Indiana and the Using Agency and to hold it harmless with respect to any claims that the equipment furnished by the Contractor under this agreement infringes or allegedly infringes any patents of the United States and with respect to any and all suits, controversies, demands, and liabilities arising out of such claim; provided that the foregoing shall not apply to infringement resulting from Contractor's use of a patented invention required to comply with the written instructions of the State, if such patented invention is not normally utilized by the Contractor, and provided that the State:

- A. Gives the Contractor a prompt written notice of any claim; and
- B. Allows the Contractor to control and fully cooperates with the Contractor in the defense and all related settlement negotiations.

Obligation: Contractor's obligation under the Patents Section is further conditioned on the State's agreement that if the operation of the equipment becomes or, in the Contractor's opinion, is likely to become the subject of such a claim, the State will permit Contractor, at its option and expense, either to procure the right for the State to continue using the equipment or to replace or modify it so that it becomes non-infringing. However, if neither of the foregoing alternatives is reasonably available, the State will return the equipment upon written request by the Contractor. The Contractor agrees to grant the State credit for returned equipment as depreciated. The depreciation shall be an equal amount per year over the life of the equipment established by mutual agreement of the State of Indiana and the Contractor.

SECTION TWO PROPOSAL PREPARATION INSTRUCTIONS

2.1 General

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

- Proposals will be disqualified if received after 1.22 Summary of Milestones, Due Date.
- Each item must be addressed in the Respondent's proposal.
- The Executive Summary must be in the form of a letter.
- Each item, Executive Summary, and attachments must be separate standalone electronic files. Please do not submit your proposal as one large file.
- A Bidder ID is a required. See 1.7 Due Date for Bid Responses.

- Please submit all attachments in their original format. Any attempt to manipulate the format of the documents that deviates from the current format will put your proposal at risk of disqualification.
- Confidential Information must also be clearly indicated in Attachment F, Attestation Form and a redacted file provided (See 1.13 Confidential Information).

2.2 Executive Summary

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

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

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

2.2.2 Signature of Authorized Representative

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

2.2.3 Respondent Notification

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

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

2.2.4 Secretary of State

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

2.2.5 Other Information

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

2.2.6 PO Terms and Conditions

A sample PO Terms and Conditions that the State expects to execute with the successful Respondent(s) is provided in **Attachment B**. These are mandatory terms and are non-negotiable.

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

2.2.7 Registration to do Business

Secretary of State

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

Department of Administration, Procurement Division

To complete the on-line Bidder registration, go to the Bidder Profile Registration website at <https://www.in.gov/idoa/procurement/supplier-resource-center/requirements-to-do-business-with-the-state/bidder-profile-registration/>. The Bidder registration offers email notification of upcoming solicitation opportunities, corresponding to the Bidder's area(s) of interest, selected during the registration process. Respondents need to be registered to submit a proposal. Completion of the Bidder registration will result in your name being added to the Bidder's Database, for email notification. The Bidder registration requires some general business information, an indication of the types of goods and services you can offer the State of Indiana, and locations(s) within the state that you can supply or service. There is no fee to be placed in Procurement Division's Bidder Database.

2.2.8 Authorizing Document

A person authorized to commit the Respondent to its representations and who can certify that the information offered in the bid response meets all general conditions must sign the Executive Summary, please indicate the principal contact for the proposal along with an address, telephone number, and e-mail address, if that contact is different than the individual authorized for signature. Additionally, the Company's Bidder ID #, FEIN, Type of Business (i.e.,

Corporation, Sole Proprietor, LLC), and North American Industry Classification System (NAICS) Code should all be included in the Executive Summary.

2.2.9 Diversity Subcontractor Agreements

- a. Per Section 1.19, Minority & Women's Business Enterprises (MBE/WBE), and 1.20 Indiana Veteran Owned Small Business Subcontractor (IVOSB), explain process followed to engage with potential MBE, WBE and IVOSB owned, Indiana certified businesses listed on Division of Supplier Diversity site. List the businesses invited to discuss the opportunity for potential partnership.
- b. If not proposing each MBE, WBE or IVOSB subcontractor partnership, explain the rationale for declining to do so. Complete this for each category not proposed.

2.2.10 Evidence of Financial Responsibility

Removed at the request of the agency.

2.2.11 General Information

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

- a. Does your Company have a formal disaster recovery plan? Please provide a yes/no response. If no, please provide an explanation of any alternative solution your company has to offer. If yes, please note and include as an attachment.
- b. What is your company's technology and process for securing any State information that is maintained within your company?

2.2.12 Experience Serving State Governments

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

2.2.13 Experience Serving Similar Clients

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

2.2.14 Payment Deleted at the request of the agency

2.3 Bid Cost

The Bid Cost Template is Attachment D.

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

Unit price must be entered and extended, and the total price of the bid must be shown. Unit prices are to be bid based on the unit specified. If there is an error between the unit price and total price, the unit price shall prevail. ***Awarded Prices: Prices listed for each item are firm and cannot be changed.***

2.4 Attestation Form

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

2.4.1 Indiana Economic Impact

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

2.4.2 Buy Indiana Initiative (Indiana Business Preference) /Indiana Company

It is the Respondent's responsibility to confirm its Buy Indiana status for this portion of the process. Go to the Buy Indiana website at <https://www.in.gov/idoa/2467.htm> to determine certification status.

Respondents not previously registered with IDOA must go to the Buy Indiana website at <https://www.in.gov/idoa/2467.htm> and follow the steps outlined in the paragraph above to certify your business' status. The Respondent's Buy

Indiana status must be finalized when the solicitation response is submitted to the State.

Respondent must clearly indicate whether they intend to claim in **Attachment F**.

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

Buy Indiana must be affirmatively claimed in the Attestation Form, **Attachment F**.

2.4.3 Indiana Preferences

Pursuant to IC 5-22-15-7, Respondent may claim only one (1) preference. **Respondent must clearly indicate which preference(s) they intend to claim in Attachment G.**

2.4.4 Subcontractors

The Respondent is responsible for the performance of any obligations that may result from this solicitation and shall not be relieved by the non-performance of any subcontractor. Respondent's proposal must identify all subcontractors including those not submitted in **Attachment A and/or Attachment A1** and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the **executed subcontract** or a **letter of agreement** over the official signature of the firms involved must accompany each proposal.

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

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

The Respondent must list any subcontractor's name, address, and the state in which formed that are proposed to be used in providing the required products or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this solicitation or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority Business Enterprise, Women's Business Enterprise, or Veteran Owned Small Business under IC 4-13-16.5-1 and IC 5-22-14-3.5. See Section 1.19, Section 1.20 and **Attachments A/A1** for Minority, Women, and Veteran Business information.

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

SECTION THREE PROPOSAL EVALUATION

3.1 Bid Response Evaluation Procedure

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

- 3.1.1 Each bid response will be evaluated for adherence to mandatory requirements per Section 3.2, Step 1, on a pass/fail basis. Bids that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration. Further, any proposals not meeting the Mandatory Requirements listed in Section 3.2 and Step 1 and noted in **Attachment F** may be disqualified.
- 3.1.2 The bid responses that meet all specifications and mandatory requirements, as provided in the solicitation, will then be evaluated based on the "unit price" for each line item in **Attachment D**. However, the State reserves the right to award based on the "Total Annual Estimated Cost" calculated in **Attachment D**, if it is determined that a single vendor would offer the best means of serving the State.
- 3.1.3 Awardee is based upon the lowest evaluation amount.
- 3.1.4 Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to the State, may be selected. If, however, no proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected

and it is not possible to finalize an award with the Respondent, the State may begin preparations with the next qualified Respondent or determine that no such alternate proposal exists.

3.2 **Evaluation Criteria**

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the solicitation in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category.

All proposals will be evaluated using the following approach.

Step 1

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

- Executive Summary
- **Attachment C** Indiana Economic Impact Form, completed
- **Attachment D** Bid Cost
- **Attachment F** Attestation Form

Any bids not meeting the Mandatory Requirements will be disqualified.

Step 2

If the State conducts additional rounds of discussions BAFO, then the evaluation amount will be recomputed.

As per 1.11, The State reserves the right to award based on initial bid responses received. Therefore, each bid response should contain the Respondent's best terms from a price and technical standpoint.

Attachment B
Sample Purchase Order Terms and Conditions

2.2.3.1 ACKNOWLEDGEMENT: This Agreement contains the complete and final Agreement between the State and the Contractor and no other Agreement in any way modifying any of said terms and conditions will be binding upon the State or the Contractor unless made in writing and signed by the State's and the Contractor's authorized representative.

2.2.3.2 PRICING: Unit price must be entered and extended, and the total price of the solicitation must be shown. If there is an error between the unit price and total price, the unit price shall prevail. Awarded Prices: Prices listed for each item are firm and cannot be changed. Any revision in price may be rejected at the discretion of the Indiana Department of Administration and may result in cancellation of the Purchase Order without recourse on the part of the awarded Contractor.

2.2.3.3 TERMINATION FOR CONVENIENCE: This Agreement 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 shall be affected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to termination effective date, specifying the extent to which performance of services under which such termination becomes effective. The Contractor shall be compensated for performance prior to the notice date of termination but in no case shall total payment made to Contractor exceed the original Agreement price due on Agreement. No price increase shall be allowed on individual line items if canceled only in part.

2.2.3.4 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 Agreement, this Agreement 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.

2.2.3.5 INSURANCE: If this Agreement provides for work to be performed by the Contractor for the State, the Contractor shall be responsible for providing all necessary unemployment and workers' compensation, insurance for the Contractor's employees and liability and property/casualty insurance, as required by the State. Upon request, the Contractor shall furnish a certificate of insurance showing coverage acceptable to the State.

2.2.3.6 DELIVERY: Delivery must be made at time agreed upon. If any indicated or actual delays arise, the using agency must be notified immediately, in writing, with the cause for such delay stated. If any goods are not delivered within the time specified on the Purchase Order, or within a reasonable time not exceeding 30 days after receipt of a Purchase Order if no time is specified, the using agency may refuse to accept such goods, and this Agreement may be cancelled. Each package shall be numbered and labeled with the State's Purchase Order number, contents and weight, and shall contain an itemized packing slip and be properly packed for shipment.

2.2.3.7 QUANTITY: Goods shipped in excess of quantity designated in the Purchase Order may

be returned at the Contractor's expense.

2.2.3.8 COMPLIANCE WITH SPECIFICATIONS: The goods and/or services shall conform strictly to the specifications, drawings, or samples specified or furnished in connection with the solicitation, all of which are incorporated herein. The Contractor warrants all goods and/or services delivered to be free from defects of material or workmanship. This warranty shall survive any inspection, delivery, acceptance, or payment by the State of the goods and/or services. Inspections shall be on the State's premises unless otherwise specified. The State shall have the right to reject and return at the Contractor's expense, or to require at the Contractor's expense, the correction or replacement of materials, workmanship, or services which are defective or do not conform to the requirements of the Purchase Order.

2.2.3.9 WARRANTY: The Contractor will furnish all parts and maintenance at no charge for a period of at least 90 days or the manufacturer's standard warranty, whichever is longer, provided that such maintenance and parts are not required because of accident, neglect, misuse, or force majeure event. Contractor shall be responsible for removal and/or disposal of all replaced parts. Prior to the expiration of the warranty period, whenever equipment is shipped for a mechanical replacement purpose, the Contractor shall bear all cost of such shipment including, but not limited to, cost of packing, transportation, rigging drayage, and insurance. All replacements shall be covered by a new warranty.

2.2.3.10 INTELLECTUAL PROPERTY DEFENSE: The 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.

2.2.3.11 PAYMENTS: All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC4-13-2-14.8, 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 Agreement except as permitted by IC 4-13-2-20.

2.2.3.12 COMPLIANCE WITH LAWS: The Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or 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 Agreement shall be reviewed by the State and the Contractor to determine whether the provisions of this Agreement require formal modification.

2.2.3.13 COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT: As required by IC 5-22-3-7, the Contractor and any principals for 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 Agreement,

even if IC 24-4.7 is preempted by federal law. 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 Agreement, even if IC 24-4.7 is preempted by federal law.

2.2.3.14 NONDISCRIMINATION: Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, the Contractor and its Agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, sex, disability, national origin, ancestry or status as a veteran. The Contractor, and its subcontractor(s), if any, shall comply with all applicable affirmative action reporting requirements. Breach of this covenant may be regarded as a material breach of this Agreement. The Contractor shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended.

2.2.3.15 DRUG-FREE WORKPLACE CERTIFICATION: As required by Executive Order No. 90-5, 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 Indiana has been convicted of a criminal drug violation occurring in the Contractor's workplace.

2.2.3.16 TAXES: Prices listed on an invoice submitted by the Contractor for payment is not to include any tax for which the State is exempt. The State will furnish a tax-exempt certificate, if requested by the Contractor. The State will not be responsible for any taxes levied on the Contractor as a result of this Agreement.

2.2.3.17 FORCE MAJEURE: In the event that either party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits, because of natural disaster or decrees of governmental bodies not the fault of the affected party ("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 Agreement 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 Agreement.

2.2.3.18 GOVERNING LAWS: This Agreement 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.

2.2.3.19 INFORMATION TECHNOLOGY ENTERPRISE ARCHITECTURE REQUIREMENTS: If this Contract involves information technology-related products or services, the Contractor agrees that all such products or services are compatible with any of the technology standards found at <https://www.in.gov/iot/2394.htm> that are applicable, including the assistive technology standard. The State may terminate this Contract for default if the terms of this paragraph are breached.

2.2.3.20 EMPLOYMENT ELIGIBILITY VERIFICATION: As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State, as required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that:

1. The Contractor does not knowingly employ an unauthorized alien.

2. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

3. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

4. The Contractor shall require his/her/its subcontractors who perform work under this Contract to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

**ATTACHMENT A
MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR
COMMITMENT FORM**

Indiana Code 4-13-16.5 and 25 IAC 5 governs the Division of Supplier Diversity program as it relates to the certification, oversight, and responsibilities around the certified Indiana Minority and/or Women Business Enterprises (MWBE). As stated in Section 1.18, a commitment expectation for this solicitation. The MWBE Subcontractor Commitment form is **Attachment A**. If opting to propose a commitment, the MWBE Subcontractor Commitment Form is to be submitted as a part of the Respondent's proposal. The entity must be on the State of Indiana Certified M/W/IVOSB list at <https://www.in.gov/idoa/mwbe>. **The State will not follow up with the Respondent if the subcontracting opportunities are not submitted.**

If participation is proposed through the use of Subcontractors, the Respondent must provide the scope of work of the products and/or services to be provided by the Subcontractor(s). This must include explanation of whether the products and/or services are to be utilized directly by the Respondent and/or directly by the State, a description of the process through which the products/services will be received and applied to the benefit of the award, the deliverable requirements as agreed upon between the Contractor and Subcontractor, the certified UNSPSC that applies to the award, and the cost of supplies being utilized by the Respondent for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The amount entered in **"TOTAL BID AMOUNT"** should match the amount entered in the **Attachment D, Bid Cost Template**

Failure to meet these goals will not affect the evaluation of your Proposal. The Department will verify certification information included on the MWBE Subcontractor Commitment Form.

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

- Must be on the State of Indiana Certified M/W/IVOSB list at <https://www.in.gov/idoa/mwbe>, **on or before** the bid response due date.
- Each firm may only serve as one classification – MBE, WBE, or IVOSB (see section 1.18).
- MWBE must have a Bidder ID
- MWBE must provide goods or service only in the industry area for which it is certified. Specify the certified code on Attachment A that applies to the contract from <https://www.in.gov/idoa/mwbe>.
- Must be used to provide the goods or services specific to the award.
- National Diversity Plans are generally not acceptable.

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

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

By submission of the proposal, the Respondent acknowledges and agrees to be bound by the rules and requirements of the State's Division of Supplier Diversity. Questions about those rules and requirements

should be directed to: Division of Supplier Diversity at (317) 232-3061 or the Supplier Diversity website at <https://www.in.gov/idoa/mwbe>.

STATE OF INDIANA MBE/WBE SUBCONTRACTOR COMMITMENT FORM

BID#: 24-78607

N/A

TOTAL BID AMOUNT:

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm		
Company Name:	Contact Person:	
Address:	E-mail:	
	Telephone Number: ()	Fax Number: ()
Sub-Contract Amount:	Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract. Include the applicable certified UNSPSC that applies to this commitment.</u>	
Sub-Contract Percentage of Total Bid:		
Provide approximate dates when Sub-Contractor will perform on this project:		

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm		
Company Name:	Contact Person:	
Address:	E-mail:	
	Telephone Number: ()	Fax Number: ()
Sub-Contract Amount:	Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract. Include the applicable certified UNSPSC that applies to this commitment.</u>	
Sub-Contract Percentage of Total Bid:		
Provide approximate dates when Sub-Contractor will perform on this project:		

Respondent Firm

Telephone Number

Address

Fax Number

City/State/Zip Code

Email Address

Representative

Authorizing Signature

Date

Printed Name and Title

☐ Please check if additional forms are attached.

Page _____ of _____

N/A

FORM MUST BE COMPLETED IN ITS ENTIRETY WITH COMPLETED LETTERS OF COMMITMENT.

**ATTACHMENT A1
INDIANA VETERAN OWNED SMALL BUSINESS RFP SUBCONTRACTOR
COMMITMENT FORM¹**

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

If participation is proposed through the use of Subcontractors, the Respondent must provide the scope of work of the products and/or services to be provided by the Subcontractor(s). This must include explanation of whether the products and/or services are to be utilized directly by the Respondent and/or directly by the State, a description of the process through which the products/services will be received and applied to the benefit of the award, the deliverable requirements as agreed upon between the Contractor and Subcontractor, the certified UNSPSC that applies to the award, and the cost of supplies being utilized by the Respondent for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The amount entered in "**TOTAL BID AMOUNT**" should match the amount entered in the **Attachment D, Bid Cost Template**

If the Respondent to the solicitation is an IVOSB certified entity, the Respondent may indicate this on Attachment F, Attestation Form.

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

Failure to address these subcontracting opportunities will not impact the evaluation of your Proposal. The Department will verify certification information included on the IVOSB Subcontractor Commitment Form.

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

- Must be listed on Federal Center for Veterans Business Enterprise VETBIZ at <https://veterans.certify.sba.gov/> under INDIANA, or listed at State of Indiana Certified M/W/IVOSB list at <https://www.in.gov/idoa/mwbe>, **on or before** the proposal due date
- Prime Contractor must include with their proposal the Subcontractor's veteran business's current certification status from VETBIZ at <https://veterans.certify.sba.gov/>.
- Each firm may only serve as one classification – MBE, WBE (see Section 1.18) or IVOSB
- IVOSB must have a Bidder ID
- Must provide goods or services only in the industry area for which it is certified as listed in the VETBIZ federal registry, at <https://veterans.certify.sba.gov/> under INDIANA or at State of Indiana Certified M/W/IVOSB list at <https://www.in.gov/idoa/mwbe>. Specify the certified code on Attachment A1 that applies to the contract.
- Must be used to provide the goods or services specific to the award. Must be used to provide the goods or services specific to the award.

INDIANA VETERAN OWNED SMALL BUSINESS RFP SUBCONTRACTOR LETTER OF COMMITMENT

¹ The Indiana Veteran Business Program is governed by IC 5-22-14 and 25 IAC 9.

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

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

STATE OF INDIANA IVOSB SUBCONTRACTOR COMMITMENT FORM

N/A

BID#: 24-78607

TOTAL BID AMOUNT:

Company Name:	Contact Person:	
Address:	E-mail:	
Sub-Contract Amount:	Telephone Number: ()	Fax Number: ()
Sub-Contract Percentage of Total Bid:	Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract. Include the applicable certified UNSPSC that applies to this commitment.</u>	
Provide approximate dates when Sub-Contractor will perform on this project:		

Company Name:	Contact Person:	
Address:	E-mail:	
Sub-Contract Amount:	Telephone Number: ()	Fax Number: ()
Sub-Contract Percentage of Total Bid:	Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract. Include the applicable certified UNSPSC that applies to this commitment.</u>	
Provide approximate dates when Sub-Contractor will perform on this project:		

Respondent Firm

Telephone Number

Address

Fax Number

City/State/Zip Code

Email Address

Representative

Authorizing Signature

Date

Printed Name and Title

☐ Please check if additional forms are attached.

Page _____ of _____

FORM MUST BE COMPLETED IN ITS ENTIRETY WITH COMPLETED LETTERS OF COMMITMENT.

N/A

ATTESTATION FORM
Negotiated Bid – Contract
615-24-78607
ATTACHMENT F

Respondent Name:

Kiesler Police Supply Inc

1.0 Mandatory Submissions and Requirements: Disagreement with these items may result in the response being disqualified.

Section 1.9 Pricing	<input checked="" type="checkbox"/> Have read and meet this requirement
Section 2.2.6 Mandatory Contract Terms/Clauses	<input checked="" type="checkbox"/> Have read and understand this section
Section 2.2 Executive Summary	<input checked="" type="checkbox"/> Have completed, signed, and submitted
Section 3.2 Attachment C: Indiana Economic Impact	<input checked="" type="checkbox"/> Have read, completed, and submitted
Section 2.3 Attachment D: Bid Cost (Excel Workbook)	<input checked="" type="checkbox"/> Have completed and submitted
Section 2.4 Attachment F: Attestation Form	<input checked="" type="checkbox"/> Have completed in its entirety and submitted

2.0 Confirm mutual understanding and submission.

1.13 and 2.1 Confidential Information: The complete list of Confidential and Redacted files is specified in section 4.0 of this attachment.	<input checked="" type="checkbox"/> Have read, and submitted or <input type="checkbox"/> Have read, and does not apply to response
1.19 Attachment A: Minority and Women Business Enterprise form, IDOA provided certification letter and Subcontractor's signed letter on company letterhead.	<input type="checkbox"/> Have completed, signed, and submitted or <input checked="" type="checkbox"/> Opting not to submit
1.20 Attachment A1: Indiana Veteran Owned Small Business form IDOA provided certification letter and Subcontractor's signed letter on company letterhead.	<input type="checkbox"/> Have completed, signed, and submitted or <input checked="" type="checkbox"/> Opting not to submit
2.2.1 Ability and Desire to Supply the Required Products or Services	<input checked="" type="checkbox"/> Have read, and agree
2.2.6 Contract Terms/Clauses	<input checked="" type="checkbox"/> Confirm Respondent's Legal Representation has read and accepts Sample Contract language.

	or <input type="checkbox"/> Confirm Respondent's Legal Representation has read and submitted alternative language per Section 6.0 of this attachment.
2.4.3 Attachment G: Indiana Preferences form	<input checked="" type="checkbox"/> Have completed, and submitted or <input type="checkbox"/> Opting not to submit
2.4.4. Subcontractors (Additional subcontractors/those not submitted in Attachment A/Attachment A1)	<input type="checkbox"/> Have read, agree, listed subcontractors in 5.0 of this attachment and submitted documents or <input checked="" type="checkbox"/> Have read, and does not apply to response

3.0 Claim clarification

1.20 Respondent is IVOSB certified	<input type="checkbox"/> YES, claiming; Att A1, have completed, signed, and submitted or <input checked="" type="checkbox"/> NO, not claiming
------------------------------------	---

4.0 Confidential / Redacted File: confirm submission if applicable

More rows may be inserted if necessary

Responses must include the following required information:

- List all documents or sections of documents, for which statutory exemption to APRA;
- Specify which statutory exception of APRA applies for each document or section of the document;
- Provide a description explaining how the statutory exception to the APRA applies for each document or section of the document; and
- Provide a separate redacted or confidential, whichever is applicable, version of the document. File name should use the following format:
 - (Insert bid #) _ (insert Att letter) _CONFIDENTIAL
 - (Insert bid #) _ (insert Att letter) _REDACTED
- More rows may be inserted if necessary

Filename	Document Section	Document Page #	Statutory exception reference	Rationale for application of the statute	Submitted
					<input type="checkbox"/>

					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>

5.0 Subcontractors per RFP 2.4.4 (additional subcontractors/those not submitted in Attachment A/Attachment A1)
 More rows may be inserted if necessary

Subcontractor Name	Function to be performed	Document Submitted
		<input type="checkbox"/> Executed contract or <input type="checkbox"/> Letter of Agreement
		<input type="checkbox"/> Executed contract or <input type="checkbox"/> Letter of Agreement
		<input type="checkbox"/> Executed contract or <input type="checkbox"/> Letter of Agreement
		<input type="checkbox"/> Executed contract or <input type="checkbox"/> Letter of Agreement
		<input type="checkbox"/> Executed contract or <input type="checkbox"/> Letter of Agreement
		<input type="checkbox"/> Executed contract or <input type="checkbox"/> Letter of Agreement
		<input type="checkbox"/> Executed contract or <input type="checkbox"/> Letter of Agreement

6.0 Respondent Alternative Contract Terms/Clauses per RFP Section 2.2.6.

Attachment B, Section Reference	Alternative Proposed Language

7.0 Respondent additional attachments (OPTIONAL)
 More rows may be inserted if necessary

Commented [IDOA1]: This can be removed in its entirety if IDOA considers it appropriate to do so.

Filename	BID Attachment Reference

Attachment G

615-24-78607

CLAIMING PURCHASING PREFERENCES

Each bidder should review the various procurement preferences allowed by State statute. A summary of the preferences can be under Programs and Preferences located at:
<https://www.in.gov/idoa/3106.htm>.

Each bidder must answer the following questions pertaining to purchasing preferences. No preference will be applied unless these questions have been answered and any required attachments included.

1. Are you claiming the U.S. Manufactured Product Preference (IC 5-22-15-21)

Yes ☒ No ☐

This is per individual line and should be noted below

Vendor must provide information at the individual line level in regard to this preference...If yes, the bidder is certifying under penalties of perjury that each of the bidder's end products, except those listed under the Exceptions section, is a U.S.

Manufactured Product as described in IC 5-22-15-21. A product is manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50% of the cost of all its components. (In determining if a product is manufactured in the United States, only the product and its components shall be considered.)

Please list what line items this preference will apply to:

Pepperball - Lake Forest, IL

Federal Ammunition - Anoka, MN

CTS - Jamestown, PA

2. Are you claiming the Preference for Steel Products (IC 5-22-15-25)

Yes ☐ No ☒

3. Are you claiming the Preference to Coal Mined in Indiana (IC 5-22-15-22)

Yes ☐ No ☒

4. **Are you claiming the Indiana Business (Buy Indiana) Preference (IC 5-22-15-20.5)**

Yes ___ No ___

Indicate under which provision for which you are claiming to qualify as an Indiana business, fully complete the Indiana Economic Impact Form (State Form # 51778 and include it with your bid/proposal. Vendors who wish to claim one of the Buy Indiana preferences below, must register from <https://www.in.gov/idoa/2467.htm>. Click on the Supplier Portal Login link, to register and/or update an existing registration. Indicate interest in learning if the business qualifies for Buy Indiana. Upon answering YES, look for more information via email. Respondents may only select one category as shown below. Indicate your selection by clicking the check box next to the certification paragraph. Supporting documents may be required. They should be uploaded so the certification team can review. Once this is complete, save your selection and exit your account.

Approval will be documented by a system generated notification sent to the point of contact email address provided within the Bidder Registration profile. This is to be attached as a screenshot (copied/pasted) for response evaluation. If this document cannot be provided, affirm Buy IN status in a letter, on company letterhead. Provide sufficient detail so the State can confirm approval of the entity. Buy IN must be affirmatively claimed and documentation submitted per the instructions

☒ (1) A business whose principal place of business is located in Indiana.

☒ (2) A business that pays a majority of its payroll (in dollar volume) to residents of Indiana.

☒ (3) A business that employs Indiana residents as a majority of its employees.

☐ (4) A business that makes significant capital investments in Indiana.

Any company that can demonstrate a minimum capital investment of \$5 million or more in plant and/or equipment or annual lease payments of \$2.5 million or more shall qualifies as an Indiana business under category #4.

☐ (5) A business that has a substantial positive economic impact on Indiana

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR); qualifies as an Indiana business under category #5.

5. Are you claiming the Indiana Manufactured Preference (IC 5-22-15-20.5)

Yes ___ No ☒

This preference may only be claimed by respondents who claim the Indiana Business Preference.

Submit necessary documentation detailing a substantial amount of manufacturing, assembly, or production of the products proposed is in the State of Indiana.

6. Are you claiming the preference for supplies that contain recycled or post-consumer materials (IC 5-22-15-16)

Yes ___ No ☒

The preference does not apply when the purchase description is limited to a supply that contains recycled materials or post-consumer materials

If yes, a manufacturer's certification must be submitted for each item or group of items for which the offeror is seeking a preference, or the preference may not be considered.

CLAIMING PURCHASING PREFERENCES

1. Are you claiming the preference for soybean oil-based ink (IC 5-22-15-18)

Yes ___ No ☒

2. Are you claiming the preference for soy diesel/bio diesel (IC 5-22-15-19)

Yes ___ No ☒

3. Are you claiming the Indiana Small Business Preference (IC 5-22-15-23)

Yes ___ No ☒

If yes, bidder must indicate which category of small business concern applies:

___ Wholesale business with annual sales of four million dollars (\$4,000,000) or less during its last fiscal year. "Wholesale business means a business that derives its principal source of income (over 50% of gross revenues) from sales to retailers, other merchants, or industrial, institutional or commercial users who will use the goods for resale or business use. This definition distribution activities

___ Service business with average sales of five hundred thousand dollars (\$500,000) or less for the current and preceding three (3) fiscal years and which employs no more than twenty-five (25) persons. "Service business, "means a business that derives its principal source of income

(over 50% of gross revenues) from the sale of useful artistic, educational, intellectual, literary, or scientific labor from which no necessary tangible commodity is derived.

___ Retail business or business selling services with annual sales and receipts of five hundred thousand dollars (\$500,000) or less. "Retail business," means a business that derives its principal source of income (over 50% of gross revenues) from the sale of supplies to the ultimate consumer.

___ Manufacturing business, which employs no more than one hundred (100) persons. "Manufacturing business" means a business that derives its principal source of income (over 50% of gross revenues) from the sale of goods the firm produces at its own facility made from raw, unfinished materials, as distinguished from the final product.

___ A business in any of the following sectors is not a small business if its employees more than one hundred (100) persons or if its annual sales exceed 5 million dollars (\$5,000,000):

- (A) Information Technology
- (B) Life Sciences
- (C) Transportation
- (D) Logistics

___ A business that has a current verification as a veteran owned small business as defined by IC 5-22-14-3.5(a) (1-3).

1. Are you claiming the preference for Indiana farm products (IC 5-22-15-23.5)

Yes ___ No ☒

2. Are you claiming the preference for foods/beverages that contain high levels of calcium (IC 5-22-15-24)

Yes ___ No ☒

State of Indiana
Office of the Secretary of State

CERTIFICATE OF EXISTENCE

To Whom These Presents Come, Greeting:

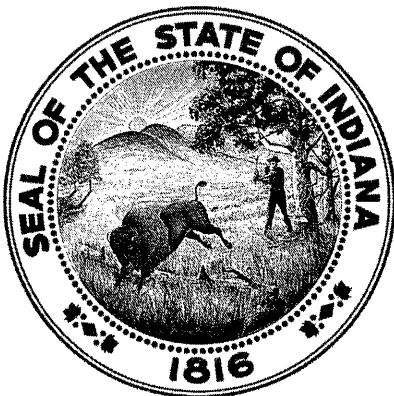
I, HOLLI SULLIVAN, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that records of this office disclose that

KIESLER POLICE SUPPLY INC

duly filed the requisite documents to commence business activities under the laws of the State of Indiana on December 03, 1975, and was in existence or authorized to transact business in the State of Indiana on April 22, 2022.

I further certify this Domestic For-Profit Corporation has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution, or expiration has been filed or taken place. All fees, taxes, interest, and penalties owed to Indiana by the domestic or foreign entity and collected by the Secretary of State have been paid.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, April 22, 2022

A handwritten signature in cursive script that reads "Holli Sullivan".

HOLLI SULLIVAN
SECRETARY OF STATE

197512-107 / 20222549511

All certificates should be validated here: <https://bsd.sos.in.gov/ValidateCertificate>

Expires on May 22, 2022.



Company ID Number: 731421

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Kiesler Police Supply, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

NEGOTIATED BID FOR Ammunition
Bid #615-24-78607

Please populate the yellow-shaded cells with pricing for each item listed below. The green-shaded cells will auto-populate. The unit price should be reflective of the entire cost. Pricing must be all inclusive, which includes all shipping, freight, delivery, or destinations fees. **Additional charges will not be accepted.**

Item #	Item Description	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE	# IN A BOX/CONTAINER
1	#4 12 Gauge Buck Shot	22500	EA	\$ 0.82	\$ 18,360.00	250 case - F12748
2	40 mm Direct Impact	7	EA	\$ 430.00	\$ 3,010.00	1 - CTS4500
3	9mm 147grain FMJ	45000	EA	\$ 0.25	\$ 11,385.00	1000 rds case - AE9FP
4	9mm Simunition Marking Round	5000	EA	\$ 0.65	\$ 3,250.00	500 rds case - 5320762
5	Def Tech Fuze model 8901	40	EA	\$	\$	NO BID
6	Fogger, MK-9, OC	84	EA	\$ 52.00	\$ 4,368.00	6 PER CASE - PRICED EACH - CTS 1933
7	Fogger, Refill, OC	17	EA	\$ 56.00	\$ 952.00	1 EACH - CTS 0431
8	Grenade, CS Flameless	49	EA	\$ 58.00	\$ 2,842.00	1 EACH - CTS 5430
9	Grenade, CS Rubber Handball	101	EA	\$ 44.00	\$ 4,444.00	1 EACH - CTS 9230
10	Grenade, Grey Smoke (HC)	74	EA	\$ 53.00	\$ 3,922.00	1 EACH - CTS 6210HC
11	Grenade, OC Stingball	75	EA	\$ 60.00	\$ 4,500.00	1 EACH - CTS 9594
12	Grenade, Yellow Smoke	54	EA	\$ 53.00	\$ 2,862.00	1 EACH - CTS 6210Y
13	Pepperball, Duty	3000	EA	\$ 2.40	\$ 7,200.00	375 RDS PER JAR - PEPPERBALL 103-80-0375
14	Pepperball, Inert Training	19500	EA	\$ 0.80	\$ 15,600.00	375 RDS PER JAR - PEPPERBALL 100-84-0375
15	Streamers, MK-9, OC	67	EA	\$ 52.00	\$ 3,484.00	6 PER CASE - PRICED EACH - CTS 1938
Total Bid Amount					\$ 86,179.00	

Please enter any additional comments or additional savings opportunities below:
 LEAD TIME IS 30-240 DAYS. LEAD TIME MAY VARY DEPENDING ON ITEM MARKET AND DEMAND. MUST ORDER BY THE CASE.

BUY IN CERTIFY 1					
Bidder ID	Company Name	Buy In Status	App Submit Date	Certification Valid from	Expires
0000001557	KIESLER POLICE SUPPLY, INC	A	7/18/2019 0:00	7/18/2019 0:00	7/18/2024 0:00



INDIANA ECONOMIC IMPACT - PROPOSALS AND CONTRACTS

State Form 51778 (R4 / 1-06)
DEPARTMENT OF ADMINISTRATION
Approved by State Board of Accounts, 2006

This information is required by the Indiana Department of Administration for all contractors, vendors/suppliers to the State of Indiana (complete all 22 items).

1	Legal Name of firm:	Kiesler Police Supply Inc.
2	Address/City/State/Zip Code:	2802 Sable Mill Road, Jeffersonville, IN 47130
3	Telephone #/Fax #/Website:	812-288-5740, 812-284-8008, www.kiesler.com
4	Federal Tax Identification Number:	35-1361847
5	State/Country of domicile/incorporation:	Indiana, USA
6	Location of firm's headquarters or principal place of business:	Jeffersonville, IN
7	Name of parent company or holding company (if applicable):	N/A
8	State/Country of domicile/incorporation of company listed in #7:	N/A
9	Address of company listed in #7:	N/A
10	IN Department of Workforce Development (DWD) account number:	098856A
11	IN Department of Revenue (DOR) account number:	2160625
12	Number of Indiana resident employees per most recently completed IRS Form W-2 distribution:	54
13	Total number of employees per most recently completed IRS Form W-2 distribution:	66
14	Total amount of payroll paid to Indiana resident employees per most recently completed IRS Form W-2 distribution:	\$4,863,548.71
15	Total amount of payroll paid to all employees per the most recently completed IRS Form W-2 distribution:	\$7,443,100.18
16	Total amount of this proposal, bid, or current contract:	\$86,179.00

ACCOUNTING OF INDIANA RESIDENT EMPLOYEES

17	Prime Contractor Company Name:	Kiesler Police Supply Inc.
----	--------------------------------	----------------------------

18	Number of Full Time Equivalent (FTE) employees that are Indiana residents specifically for this proposal or contract:	1.56
----	---	------

19	Subcontractor Company Name:	N/A			
20	Address/Contact Person/Telephone Number/Tax ID Number:	N/A			
21	Number of Full Time Equivalent (FTE) employees that are Indiana residents specifically for this proposal or contract:	0.00	0.00	0.00	0.00

22	Affirmation by authorized official: I affirm under penalties of perjury that the foregoing representations are true to be the best of my knowledge and belief:				
	Signature:	<i>Brittany A. L. Girdler</i>			
	Name of auththorized official:	Brittany A. L. Girdler			
	Title:	Bid Specialist			
	Date:	2/22/2024			

**Sales Quote**

KIESLER POLICE SUPPLY
2802 SABLE MILL RD
JEFFERSONVILLE, IN 47130

Bill-to Customer

IN DEPT. OF CORRECTIONS
docap@idoc.in.gov
302 W WASHINGTON ST RM E334
BILLING: DOCAP@IDOC.IN.GOV
INDIANAPOLIS, IN 46204

Ship-to Address

Your Reference

Bill-to Customer No. L04130

Tax Registration No.

Salesperson

BRITTANY GIRDLER

Email

Home Page

Phone No.

No. Q149800

Document Date February 21, 2024

Due Date March 22, 2024

Payment Terms

Payment Method

Tax Identification Type Legal Entity

Shipment Method

BID# 615-24-78607 AMMUNITION

LEAD TIME IS 60-365 DAYS. LEAD TIME MAY VARY DEPENDING ON MARKET AND DEMAND. MUST ORDER BY THE CASE OR SPECIFIC QUANTITY SPECIFIED.

No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
KIESLER NOTE	BID# 615-24-78607 AMMUNITION LEAD TIME IS 60-365 DAYS. LEAD TIME MAY VARY DEPENDING ON MARKET AND DEMAND. MUST ORDER BY THE CASE OR SPECIFIC QUANTITY SPECIFIED.	1	EACH	0.00	0.00
FEDEAE9FP	FEDERAL AMERICAN EAGLE 9MM LUGER 147 GRAIN FULL METAL JACKET, FLAT POINT 1000RDS/CASE,50RDS/BOX IN - LLRRM	45	CASE	253.00	11,385.00
FEDEF1274B	FEDERAL CLSSC 12GA 23/4 27PLT 4BUCK 250RD CS 50BX OF 5EA IN - COCCL	90	CASE	204.00	18,360.00
SIMU5320762	SIMUNITION FX CARTRIDGES 9MM BLUE *NOTE* WHEN USING SIMUNITIONS MARKING ROUNDS, SIMUNITIONS BRAND PROTECTIVE EQUIPMENT MUST BE WORN 500RD/CASE 50RD/BOX LTME	10	CASE	325.00	3,250.00
CTS4500	CTS 40MM 4557 RELOAD KIT, 24-SHOT PRACTICE ONLY, 24 CASES, 8 BANDS, 5 NOSES FET & AGENCY PO OR LETTERHEAD REQUIRED AEAE	7	EACH	430.00	3,010.00
CTS1933	CTS MK-9 LVL 3 OC FOG 13 OZ. - 6 PER CASE	84	EACH	52.00	4,368.00



No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
	*** PRICED INDIVIDUALLY ***				
	AGENCY PO OR LETTERHEAD REQUIRED ATAA				
PART NUMBER	CTS0431 CTS OC FOG FORMULATION, QUART REKA	17	EACH	56.00	952.00
CTS5430	CTS FLAMELESS EXPULSION GRENADE, CS AGENCY PO OR LETTERHEAD REQUIRED RCTE	49	EACH	58.00	2,842.00
CTS9230	CTS CS JET-LITE RUBBER BALL GRENADE, PYRO, 3.125" / 80MM DIAMETER AGENCY PO OR LETTERHEAD REQUIRED AERK	101	EACH	44.00	4,444.00
CTS6210HC	CTS OUTDOOR, 62 SERIES HC SMOKE GRENADE, 2.63"/67MM DIAMETER AGENCY PO OR LETTERHEAD REQUIRED AOEE	74	EACH	53.00	3,922.00
CTS9594	CTS STING BALL GRENADE OC AGENCY PO OR LETTERHEAD & TRAINING CERT REQUIRED RLRK	75	EACH	60.00	4,500.00
CTS6210Y	CTS OUTDOOR 62 SERIES YELLOW SMOKE GRENADE, 2.34" / 59MM DIAMETER AGENCY PO OR LETTERHEAD REQUIRED AOEE	54	EACH	53.00	2,862.00
PEPP103-80-0375	PEPPERBALL LIVE PAVA (OC) POWDER PROJ. 375-COUNT HLAEE	8	EACH	900.00	7,200.00
PEPP100-84-0375	PEPPERBALL INERT POWDER PROJECTILES. 375-COUNT LRLEE	52	EACH	300.00	15,600.00
CTS1938	CTS MK-9 LEVEL III OC OMNI-STREAM 12.9 OZ 6 PER CASE, PRICED INDIVIDUALLY AGENCY PO OR LETTERHEAD REQUIRED RLRK	67	EACH	52.00	3,484.00
FORMAT BRITTANY	QUOTED BY BRITTANY GIRDLER KIESLER POLICE SUPPLY 2802 SABLE MILL ROAD JEFFERSONVILLE, IN 47130 THIS QUOTE IS VALID FOR 30 DAYS BGIRDLER@KIESLER.COM	1	EACH	0.00	0.00

Amount Subject to Sales Tax 0.00
Amount Exempt from Sales Tax 86,179.00

Subtotal	86,179.00
Total Tax	0.00
Total \$ Incl. Tax	86,179.00
Tax Amount	0.00



KIESLER POLICE SUPPLY FFL# 4-35-019-11-4M-08220

RETURNED GOODS POLICY

No returned goods will be accepted without prior consent. Any packages returned without properly displaying a return authorization number will be refused. Returns subject to up to 25% restocking fee

DEFECTIVE MERCHANDISE POLICY

We are not a warranty repair station for any manufacturer. Returns of defective merchandise must be made directly to the manufacturer for repair or replacement.

DAMAGED GOODS POLICY

Claims of shortages or damaged shipments must be made immediately upon receipt of shipment.