



STATE OF INDIANA

Negotiated Bid 615-23-72324 Addendum 4

INDIANA DEPARTMENT OF ADMINISTRATION

**On Behalf Of
Department of Correction**

**Solicitation For:
Ammunition**

Response Due Date and Time:
Part 1- September 7, by 3:00 PM ET
Part 2 – September 12, 2022 by 3:00 ET

Teresa Deaton- Reese, CPPB, CPPO, Procurement Consultant

tdeaton@idoa.in.gov

Indiana Department of Administration

Procurement Division

402 W. Washington St., Room W468

Indianapolis, Indiana 46204

The response due dates have been extended.

Additional information has been provided for line items 1,6,8,10 and 11.

- Line Item 1: Should this be 6172 for the 40mm SKAT Shell CS? The part number 6162 doesn't exist. Correct should be 40mm SKAT Shell CS part # 6172 for Def Tech
- Line Item 6: The description for line item 6 says Baffled Canister which is the Defense Technology equivalent as their Tri-Chamber. However, the CTS part number 6320 is a CS Outdoor Grenade, not the baffled canister. The Defense Technology 1082 CS Riot Control Grenade would be the equivalent to the CTS 6320. This line should be seeking a continuous expulsion type grenade not Baffled / The Def Tech Grenade version needed is Riot Control Continuous Discharge Grenade, CS part # 1082 / The CTS Grenade version needed is the CS Canister Grenade part # 6230
- Line Item 8: The description for line item 8 says Flameless Expulsion CS Grenade. The Defense Technology part number listed is incorrect. The part # 2042 is the Defense Technology CS Instantaneous Blast. The part # 5430 for CTS listed is their instantaneous blast CS. The Defense Technology part # for the Flameless Expulsion CS Grenade is 2042. The part number 1042 listed is the Defense Technology Instantaneous CS Blast Dispersion, not a Flameless Expulsion CS Grenade. The Def Tech Grenade version needed is Flameless Tri-Chamber CS part # 1032 / The CTS Grenade version needed is the CS Baffled Canister Grenade, Low Flame part # 5230B
- Line Item 10: The part number 56894 for Defense Technology doesn't exist. It looks like this should be 56895. Correct should be the MK-9 Stream OC Aerosol part # 56895
- Line Item 11: 43950 is the MK-0 OC/Boxed/HV Fogger w/ Wand Adapter and the 43950W is the Hose and Wand for the MK-9's with Wand Adapter. These are separate items. Does the state wish to have equal amounts of both part numbers? The MK-9 OC Fogger needed comes with the Wand Adapter **Fitting** attachment / The canister with the adapter fitting is all that is needed / It is not necessary to order the hose and wands as the facilities will order them only as needed / CTS does not offer this product

State of Indiana Bid Contact:

Teresa Deaton-Reese
 Senior Account Manager
 Indiana Department of
 Administration
 tdeaton@idoa.in.gov
 Phone: (317) 233-3818

BID INFORMATION COVER SHEET

615-23-72324

for

Ammunition

for

The Department of Corrections

Response Due Date:

Part One, Submission Form Due Date and Time:**September 2, 2022 @ 3:00 PM ET****Part Two, Submission via Flash Drive Due Date and Time:****September 8, 2022 @ 3:00 PM ET**

INSTRUCTIONS: Please provide the information requested below and submit this bid information cover sheet with your bid response.

Please note: The process to submit bids have changed. Please thoroughly review submission instructions outlined in the Bid Package document.

BIDDER CONTACT INFORMATION

Company Name	Kiesler Police Supply Inc
Company Bidder ID#	
Contact Name/Title	Brittany Girdler Bid Specialist
Contact Phone/Email	812-288-5740 x1164 • bgirdler@Kiesler.com

PLEASE IDENTIFY IF THE FOLLOWING PREFERENCES ARE CLAIMED IN THIS COMPLETED BID PACKAGE:

☒ U.S. Manufactured Preference (USMP)

☐ Indiana Manufacturing Preference (IMP)

Please be advised only one of the pricing preferences listed below may be claimed.

☐ Indiana Business Preference (IBP)
 (also called Buy Indiana)

☐ Indiana Small Business Preference (ISBP)

BELOW IS A CHECKLIST OF ITEMS TO BE INCLUDED IN THE BID SUBMISSION. FAILURE TO COMPLETE ALL REQUESTED ITEMS MAY RESULT IN REJECTION OF THE BID.

- ☒ Completed Attestation Form (Bid Information Cover Sheet)
- ☒ Completed Executive Summary

- ☒ Completed Bid List in original EXCEL format (NO PDFs)
- ☒ Quote and Specifications on Company Letterhead

- ☒ Completed Bid Package, containing the following:
 - o Identification of any Purchasing Preferences Claimed (Page 7 – 8)
 - o Completion of *Minority and Women's Business Enterprises Subcontractor Form* (Pages 9-10)

- ☒ Completed Indiana Economic Impact Form

- Completion of *Indiana Veteran Owned Small Business Subcontractor Form* (Pages 11-12)
- Completion of *Invoice Automation Program* and *ONE Indiana Questions* (Page 14-16)
- Identification of Emergency Information (Page 16)
- Identification of Requested Exceptions to Outlined Specifications (Page 17)
- Company Information with Authorized Signature (Page 20)

☒ Proposal submitted via one (1) Flash Drive containing electronic version of all completed bid documents.

PLEASE USE THE FIELD BELOW TO PROVIDE ANY ADDITIONAL COMMENTS RELEVANT TO THE BID SUBMISSION

Ammunition Lead time is 9-24 months. Pepperball + CTS lead time is 60-150 days. Lead time may vary. CTS price held until 12/31/22.

Purpose

The purpose of this negotiated bid is to select a vendor to provide Ammunition. Bid response should include pricing for the purchase of the items aforementioned.

Key Bid Dates

The following timeline has been provided as an illustration of the bid process. The dates associated with each step are not to be considered binding. Due to the unpredictable nature of the evaluation period, these dates are tentative and subject to change. At the conclusion of the evaluation process, all Respondents will be informed of the evaluation team's findings.

Activity	Date
Issue of Bid	July 20, 2022
Deadline to Submit Written Questions	July 27, 2022 by 3:00PM EST
Response to Written Questions	August 19, 2022 by EOD
Submission Process Part One: Submission Form and Required Attachments	September 2, 2022 by 3:00PM EST
Submission Process Part Two: Submission of Bid on Flash Drive	September 8, 2022 by 3:00PM EST
Award Recommendation	September of 2022

Question and Answer Period

All questions pertaining to this bid are due by **3:00PM EST on July 27, 2022**. Questions should be emailed to BaaRFP@idoa.IN.gov using the Microsoft Excel sheet labeled "615-23-72324 Q&A Template." The State will upload responses to questions received by **EOD on August 19, 2022** to the solicitation webpage for BID # 615-23-72324 <https://www.in.gov/idoa/procurement/current-business-opportunities/>. Interested parties will need to view responses on the solicitation webpage, as responses will not be returned individually via email. Only answers posted to the IDOA website will be considered official 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.

Inquiries are not to be directed to any other state staff members or any other participating agency. Such action may disqualify Respondent from further consideration.

Bid List Instructions

Please use the Bid List (an Excel document) to enter prices and use the Bid List and Specifications document to confirm your proposed products meet the required specifications. The proposed unit prices shall be the purchase price of the product offered to the State. Pricing must be all inclusive, which includes all shipping, freight, delivery, or destination fees. Additional charges will not be accepted.

Listed specifications must be met or exceeded for your proposal to be considered for award. Failure to include any information requested in the worksheet may result in the removal of your proposal from consideration. The Bid List must be submitted in the original format. Any attempt to manipulate the format of the Bid List document will put your proposal at risk of disqualification.

Payments

For transactions with State agencies, IC 4-13-2-14.8 requires:

Notwithstanding any other law, rule, or custom, a person or company who has a contract with the State or submits invoices to the state for payment shall authorize in writing the direct deposit by electronic funds transfer of all payments by the State to the person or company. The written authorization must designate a financial institution and an account number to which all payments are to be credited.

U.S. Manufactured Preference

If claiming the U.S. Manufactured preference, Respondents must clearly specify the items qualified for the preference, at the individual line level, under subsection 1 in the "Claiming Purchasing Preferences" section of the Bid Package document. 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.) This preference can only be applied to the items the State is actually purchasing.

Additionally, Respondents must include a letter on **company (manufacturer) letterhead** confirming the cost of the product or its components exceed 50% of the cost of all components.

If claiming this preference, the bidder is certifying under penalties of perjury that each of the bidder's end products claimed is a U.S. Manufactured Product as described in IC 5-22-15-21. **Failure to indicate individual line items claimed under this preference or failing to include a letter may affect the evaluation of the bid.**

Bidder Registration

In order to participate in many State of Indiana procurement processes, businesses are required to have a Bidder Profile with the Indiana Department of Administration. Bidders should go to www.in.gov/idoa/procurement/supplier-resource-center/requirements-to-do-business-with-the-state/bidder-profile-registration/ and click on Bidder Registration Form to register. The system will send an acknowledgement of receipt of the registration request. The request will be processed and a Bidder ID generated. **Please allow ten (10) business days for registration to be completed. Only the Primary Contact will receive notification via email.**

Buy Indiana also known as Indiana Business Preference

Prior to the Submission of Proposals Due Date, your business must also certify your company at <https://www.in.gov/idoa/2464.htm>, if claiming the Buy Indiana preference. It is the Respondents responsibility to confirm its Buy Indiana status for this portion of the process. If a Respondent has previously registered its business with IDOA and wishes to be certified as a Buy Indiana entity, go to the Buy Indiana website at <https://www.in.gov/idoa/2467.htm>

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

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

Buy Indiana must be affirmatively claimed and documentation submitted with your bid response. The State will not look up status of each Respondent in a search to determine eligibility of potential points or preferences provided.

Defining an Indiana Business:

"Indiana business" refers to any of the following:

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

Substantial Capital Investment:

Any company that can demonstrate a minimum capital investment in Indiana of \$5 million or more in plant and/or equipment or annual lease payments in Indiana of \$2.5 million or more shall qualify as an Indiana business under I.C.5-22-15-20.5 (b)(4).

Substantial Indiana Economic Impact:

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); it shall qualify as an Indiana business under I.C. 5-22-15-20.5 (b)(5).

Indiana Economic Impact

All companies desiring to do business with State Agencies must complete an "Indiana Economic Impact" form (State Form #51778). The form is an Excel document and contains two tabs: Attachment C and FTE Details. Both sections must be completed. The form asks for, among other information:

- a. The amount of the contract that is being allocated for payroll and benefits to Indiana residents.
- b. The amount that is being awarded to Indiana subcontractors and suppliers.
- c. The amount that is being subcontracted to Indiana certified minority and women-owned businesses.

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.

Pricing

Pricing on this solicitation must be firm and remain open for a period of not less than 180 days from the award date. Any attempt to manipulate the format of the files may put your proposal at risk. Please note also, the State accepts no obligations for costs incurred by Respondents in anticipation of being awarded.

Pricing must be all inclusive, which includes all shipping, freight, delivery, or destinations fees. Additional charges will not be accepted.

Type of Award

This award will result in a one-time purchase.

Submission Requirements

The process to submit bids have changed. Please submit your response according to the instructions outlined in the Bid Package document.



STATE OF INDIANA

Negotiated Bid # 615-23-72324

INDIANA DEPARTMENT OF ADMINISTRATION

**On Behalf Of
The Department of Correction**

**Solicitation For:
Ammunition**

Response Due Date:

**Submission Part One – September 2, 2022 @ 3:00PM Eastern Time
Submission Part Two – September 8, 2022 @ 3:00PM Eastern Time**

Teresa Deaton-Reese, CPPB, CPPO
tdeaton@idoa.in.gov
Procurement Division
402 W. Washington St., Room W468
Indianapolis, Indiana 46204

**STATE OF INDIANA
NEGOTIATED BID PACKAGE
FOR
Ammunition
Bid #615-23-72324**

GENERAL INFORMATION: A checklist is provided below to assist you. **Please note that these instructions may not contain all applicable requirements. Careful reading of this request is critical.** Failure to follow these instructions or those printed throughout this form may lead to the rejection of your bid. It is not necessary to return this page with your response.

- A. ☒ A Bidder ID is required to submit a response. Bidders should go to www.in.gov/idoa/procurement/supplier-resource-center/requirements-to-do-business-with-the-state/bidder-profile-registration/ and click on Bidder Registration Form to register. The system will send an acknowledgement of receipt of the registration request. The request will be processed and a Bidder ID generated. **Please allow ten (10) business days for registration to be completed. Only the Primary Contact will receive notification via email.**
- B. ☒ All companies desiring to do business with the State must complete and return an *Indiana Economic Impact* form, which is included as part of this solicitation. 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 a company or firm from doing business with the State. Pursuant to IC 5-22-15-20.5, recently enacted legislation in HEA 1080 (2004) requires a bidder to provide the information identified in the *Indiana Economic Impact* form.
- C. ☒ Type or print legibly in black ink all requested information, as well as the correct vendor information. Clearly detail in writing any deviation from or exception taken to the stated specifications. The Bid List must be submitted in the original format. Any attempt to manipulate the format of the Bid List document will put your proposal at risk of disqualification.
- D. ☒ **The State will accept electronic signatures.** The bid may be rejected if it contains any alterations or erasures that are not initialed by the signer of the bid. The Non-Collusion Certification language is in the package. When you sign the Signature Page, you are agreeing to the general conditions, specifications, certifications, and other documents of this package. Facsimile, electronic (via email), or hand-delivered bids are not acceptable.
- E. ☒ **Do not add, delete, or modify any contractual terms and conditions.** Terms of the award will be those listed in this package and the resulting purchase order only.
- F. ☒ If you are not willing to accept a split award (partial order), your request must include the statement **Bidding All or None**. The State reserves the right to accept or reject any or all bids, or any part thereof, and to award the items separately, all to one bidder, or to make a multiple award. ITEMS NOT BID – if a bidder does not desire to submit a bid for an item, you should indicate **NO BID** in the unit price column for that item.
- G. ☒ **NEW SUBMISSION PROCESS. All bid submissions must be submitted through a two-part process; (1) completion of the Submission Form and (2) submission of bid via one (1) Flash Drive. Both deadlines must be met for a response to be complete.**

Part One: The Submission Form is due as set forth in the Bid Information Sheet document. ¹ Bid submissions will be disqualified if the Submission Form is received after the expiration of the first deadline. The Submission Form is available at <https://www.in.gov/idoa/procurement/current-business-opportunities>. Complete the form in its entirety. The sourcing number and IDOA Procurement Lead information is available on the title page of this document. The Submission Form requires an Executive Summary and completed Attestation Form to be submitted with the Submission Form. For this Negotiated Bid, please attach the following to the Submission form as alternatives:

- For the Executive Summary, attach 70650 Executive Summary Template
- For the Attestation Form, attach 70650 Bid Information Sheet

Part Two: The receipt date for the bid submission on Flash Drive is as set forth in the Bid Information Sheet document. Bid submissions will be disqualified if Flash Drive is received after the deadline. Each bid must be submitted electronically via one (1) Flash Drive and sealed in an envelope. The envelope must clearly indicate the following information:

- The notation **Negotiated Sealed Bid**
 - The **Solicitation Number**
 - The **Due Date and Time**
- H. ☒ The completed envelope must be sent using the address information below. No other method of submission will be accepted. Responses not submitted by the deadlines indicated on the title page of this solicitation will not be considered; nor will sending it via email or hand delivery be viable alternatives.

Indiana Department of Administration
Procurement Division
402 West Washington Street, Room 468

¹ The date and time stamp generated by the State system indicating receipt of the Submission Form shall be considered the official time stamp for this Negotiated Bid. See the Bid Information Sheet document for the due date and time.

CAUTION TO VENDORS ABOUT SHIPPING/MAILING: UNITED STATES POSTAL EXPRESS AND CERTIFIED MAIL ARE BOTH DELIVERED TO THE CENTRAL GOVERNMENT CENTER MAILROOM AND NOT DIRECTLY TO THE PROCUREMENT DIVISION DESIGNATED DEPARTMENT. IT IS THE RESPONSIBILITY OF THE BIDDER TO MAKE SURE THAT BID RESPONSES ARE RECEIVED ON OR BEFORE THE DESIGNATED TIME AND DATE. THE STATE STRONGLY ENCOURAGES RESPONDENTS TO ALLOW PLENTY OF TIME TO SHIP THEIR BID SUBMISSIONS ON FLASH DRIVE. REQUESTS TO EXTEND THE DUE DATE TO ACCOMMODATE DELIVERY CHALLENGES WILL BE DENIED.

THE STATE WILL NOT PROVIDE CONFIRMATION OF RECEIPT OF FLASH DRIVES. IF THAT IS DESIRED, THE RESPONDENT SHOULD SELECT A SHIPPING METHOD THAT WILL OFFER CONFIRMATION OF RECEIPT.

IN ORDER TO PROTECT THE INTEGRITY OF THE SEALED BID PROCESS, FAILURE TO PROPERLY IDENTIFY YOUR SEALED BID ACCORDING TO THE ABOVE INSTRUCTIONS MAY RESULT IN AN AUTOMATIC DISQUALIFICATION FROM CONSIDERATION.

- I. A standard format for bid submission has been developed and is described in this section. All Respondents are required to format their bid submission in a manner consistent with the guidelines described below:**
- Bids will be disqualified if the Submission Form is received after the expiration of the first deadline as set forth in the Bid Information Sheet document.
 - Bids will be disqualified if the Submission Form is received without the Executive Summary (Executive Summary template) and/or the required Attestation Form (Bid Information Sheet) attached.
 - The Executive Summary must be in the form of the template provided and attached to the Submission Form.
 - The Attestation Form (Bid Information Sheet) must be attached to the Submission Form.
 - Bids will be disqualified if Flash Drives are received after the expiration of the second deadline as set forth in the Bid Information Sheet document.
 - Each item, Executive Summary Template, Attestation Form (Bid Information Sheet), Bid Package, Bid List, Indiana Economic Impact Form, and attachments must be separate standalone electronic files via Flash Drive. Please do not submit your bid as one large file.
 - A Bidder ID is a required field on the Submission Form to submit a response. A Bidder ID list (i.e., Registered Bidders List) is available at www.in.gov/idoa/procurement/supplier-resource-center/requirements-to-do-business-with-the-state/bidder-profile-registration/
 - 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 bid at risk of disqualification.
- J.** All communication, unless stated otherwise in this document, should be directed to the IDOA staff member on the title page of this solicitation. If communication is had with any other staff member, the Respondent may be disqualified from further consideration.
- K.** The awarded bid will be posted on the IDOA Award Recommendations website at <http://www.in.gov/idoa/2462.htm>.

GENERAL INFORMATION RELATED TO NEGOTIATED BIDDING

Please review this section carefully as it provides information on Negotiated Bidding which differs in certain aspects from the usual Competitive Bidding process. The key differences and relevant points are outlined below. Please refer to IC 5-22-7.3 for the relevant code that governs this procurement

1. **IC 5-22-7.3.** This procurement is being conducted using Negotiated Bidding pursuant to IC 5-22-7.3 which became effective on July 1, 2006.

2. **Evaluation Criteria.** This Negotiated Bid will be evaluated on the basis of the overall low meeting specifications, or what is in the best interest of the State.

3. **Discussions with Bidders.** Discussions may be conducted with bidders after receipt of the initial bid. These discussions may include discussions on price. If discussions are conducted, they will involve all responsive bidders and will be conducted in writing. Equivalent information will be provided to all bidders with whom discussions are conducted. As a result of these discussions bidders may be asked to submit revised bids. Bidders may respond to this request by submitting their initial bid unchanged, however prices cannot be increased, they must remain the same or lower.

4. **Bid Opening.** Bids will be opened on or after the Part Two Due Date and Time. The bid opening will not be public and will be conducted by an employee of the purchasing agency. If discussions are conducted with bidders, and bidders submit revised bids, the procedure for opening of these revised bids will be similar.

5. **Bid Register.** A bid register will be prepared containing relevant bid information, and will be made public no less than 7 days before the successful bidder is notified of award of contract, pursuant to Section 9 of IC 5-22-7.3

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT:** 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. **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 IN Dept. of Administration and may result in cancellation of the Purchase Order without recourse on the part of the awarded Contractor. (If discussions are held with bidders, the Awarded Price will be the price contained in the final revised bid submitted by the winning bidder(s)).
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.
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.
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.
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.
7. **QUANTITY:** Goods shipped in excess of quantity designated in the Purchase Order may be returned at the Contractor's expense.
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 bid/quote, 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.
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.
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.
11. **PAYMENTS:** All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC 4-13-2-20.
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.
13. **COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT:** As required by IC 5-22-3-7, the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4-7 [Telephone Solicitation of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4-7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4-7 for the duration of the 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.
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.
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.
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.
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.
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.
19. **INFORMATION TECHNOLOGY ENTERPRISE ARCHITECTURE REQUIREMENTS:** If Contractor provides any information technology related products or services to the State, Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are online at <http://iolt.in.gov/architecture/>. Contractor specifically agrees that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13-1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Agreement for default if Contractor fails to cure a breach of this provision within a commercially reasonable time.

ePROCUREMENT GUIDELINES

CLAIMING PURCHASING PREFERENCES

Each bidder should review the various procurement preferences allowed by State statute. A summary of the preferences can be found on the IDOA website: <https://www.in.gov/idoa/procurement/supplier-resource-center/>.

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)? (This is per individual line and should be noted below)

Yes _____ No ☒

If claiming the U.S. Manufactured preference, Respondents must clearly specify the items qualified for the preference, at the individual line level, on the lines provided below. 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.) This preference can only be applied to the items the State is actually purchasing.

Additionally, Respondents must include a letter on **company (manufacturer) letterhead** confirming the cost of the product or its components exceed 50% of the cost of all components.

If claiming this preference, the bidder is certifying under penalties of perjury that each of the bidder's end products claimed is a U.S. Manufactured Product as described in IC 5-22-15-21. **Failure to indicate individual line items claimed under this preference or failing to include a letter may affect the evaluation of the bid.**

Please list what line items this preference will apply to:

2. Are you claiming the Indiana Business Preference also called Buy Indiana (IC 5-22-15-20.5)?

Yes ☒ No _____

Indicate under which provision you are claiming to qualify as an Indiana business. To claim this preference, you **MUST** be certified on the State's website (<https://www.in.gov/idoa/2467.htm>).

- ☒ (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
____ (5) A business that has a substantial positive economic impact on Indiana

Substantial Capital Investment:

Any company that can demonstrate a minimum capital investment in Indiana of \$5 million or more in plant and/or equipment or annual lease payments in Indiana of \$2.5 million or more shall qualify as an Indiana business under I.C. 5-22-15-20.5 (b)(4).

Substantial Indiana Economic Impact:

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); it shall qualify as an Indiana business under I.C. 5-22-15-20.5 (b)(5).

There are the following price preferences for supplies purchased from an Indiana business:

- (1) Five percent (5%) for a purchase expected by the state agency to be less than five hundred thousand dollars (\$500,000);
(2) Three percent (3%) for a purchase expected by the state agency to be at least five hundred thousand dollars (\$500,000), but less than one million dollars (\$1,000,000);
(3) One percent (1%) for a purchase expected by the state agency to be at least one million dollars (\$1,000,000)

3. Are you claiming the Indiana Manufactured Preference?

Yes _____ No ☒

If an Indiana business offers to provide supplies manufactured, assembled, or produced in Indiana, and if two (2) or more bids submitted were the same, the following price preference is available to the Indiana business, **in addition to** the price preference available under supplies purchased from an Indiana Business:

- (1) Three percent (3%) for a purchase expected by the state agency to be less than five hundred thousand dollars (\$500,000);
- (2) Two percent (2%) for a purchase expected by the state agency to be at least five hundred thousand dollars (\$500,000) but less than one million dollars (\$1,000,000);
- (3) One percent (1%) for a purchase expected by the state agency to be at least one million dollars (\$1,000,000)

Indiana manufactured is defined as a substantial amount of manufacturing, assembly or production occurring in the State of Indiana. To be eligible to claim the Indiana Manufactured Preference, necessary documentation confirming the supplies meet Indiana manufactured must be provided for review by the state.

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

Yes _____ No ☒

To be eligible to claim the Indiana Small Business Preference, the bidder must be an Indiana business (as defined above in the Indiana Business Preference section) and qualify in at least one of the following categories:

- _____ (1) A wholesale business with annual sales of \$4,000,000 or less during the last fiscal year
- _____ (2) A service business with average sales of \$500,000 or less for the current and preceding three fiscal years, and employs no more than 25 persons
- _____ (3) A retail business or a business selling services with annual sales and receipts of \$500,000 or less
- _____ (4) A manufacturing business which employs no more than 100 persons
- _____ (5) A business in the sector of Information Technology, Life Sciences, Transportation, or Logistics, not employing more than 100 persons or annual sales exceeding \$5,000,000
- _____ (6) 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).

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

Yes _____ No ☒

To be eligible to claim the recycled products preference, qualifying products must contain at least 20% recycled materials (30% post-consumer for white copy-paper). Bidders *must* provide manufacturer certification to substantiate their claim. However, if recycled content is listed as a requirement in the item specifications, the preference is not applicable and cannot be claimed.

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

Yes _____ No ☒

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

Yes _____ No ☒

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

Yes _____ No ☒

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

Yes _____ No ☒

N/A

MINORITY & WOMEN'S BUSINESS ENTERPRISES 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). There is a commitment goal for this solicitation. 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>.

If utilizing 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 contract, the deliverable requirements as agreed upon between the Contractor and subcontractor, 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 Bid List Template ("Bid List" tab; Cell G12). The MBE and/or WBE subcontractor amount and subcontractor percentage is based on the initial term of the contract for scoring purposes only. The overall committed subcontractor percentage shall be sustained throughout the life of the contract including any time after the initial term.

The Department reserves the right to verify all 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 proposal due date
- Prime Contractor must include with their proposal the subcontractor's M/WBE Certification Letter provided by IDOA to show current status of certification
- Each firm may only serve as one classification – MBE, WBE, or IVOSB
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement. (See 25 IAC 5-6-2(d))
- **Must serve a Valuable Scope Contribution (VSC). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**
- Must provide goods or service only in the industry area for which it is certified
- Must be used to provide the goods or services specific to the contract
- National Diversity Plans are generally not acceptable

MINORITY & WOMEN'S BUSINESS ENTERPRISES SUBCONTRACTOR LETTER OF COMMITMENT

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 contract. The MBE and/or WBE subcontractor amount and subcontractor percentage is only based on the initial term of the contract. However, the subcontractor commitment shall apply to the life of the contract including any time after the initial term.

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 the contract 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 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 contract. 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 contract must be approved by MWBE Compliance at MWBECompliance@idoa.IN.gov.

STATE OF INDIANA MBE/WBE SUBCONTRACTOR COMMITMENT FORM

N/A

BID: 615-23-72324
DUE DATE: 9/2/2022
TOTAL BID AMOUNT: \$

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm		
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:	
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:	
Sub-Contract Amount:	Telephone Number: ()	Fax Number: ()
Sub-Contract Percentage of Total Bid:	Describe service/product to be provided:	
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 _____

IF PARTICIPATION EXISTS THIS FORM MUST BE COMPLETED IN ITS ENTIRETY WITH COMPLETED LETTERS OF COMMITMENT

N/A

**INDIANA VETERAN OWNED SMALL BUSINESS ENTERPRISE SUBCONTRACTOR
COMMITMENT FORM**

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 on a contract awarded under this solicitation. The IVOSB 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>.

If participation is met 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 an 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 contract, the deliverable requirements as agreed upon between the Contractor and subcontractor, 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 Bid List Template ("Bid List" tab; Cell G12). The IVOSB subcontractor amount and subcontractor percentage is based on the initial term of the contract for scoring purposes only. The overall committed subcontractor percentage shall be sustained throughout the life of the contract including any time after the initial term.

If the Respondent to the bid is an IVOSB certified entity, the letter confirming same should be submitted with their response. The Respondent has the responsibility to alert IDOA of their certification.

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

The Department may verify all information included on the IVOSB Subcontractor Commitment Form.

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

- Must be listed on Federal Center for Veterans Business Enterprise VETBIZ at <https://www.vetbiz.va.gov/vip/> 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 Certification Letter provided by either IDOA or Federal Govt. VETBIZ at <https://www.vetbiz.va.gov/vip/>, to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE, or IVOSB
- IVOSB must have a Bidder ID
- A Prime Contractor who is an IVOSB can count their own workforce or companies to meet this requirement. See IAC 25-9-4-1 (c).
- **Must serve a Valuable Scope Contribution (VSC). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**
- Must provide goods or services only in the industry area for which it is certified as listed in the VETBIZ federal registry, at <https://www.vetbiz.va.gov/vip/> under INDIANA or at State of Indiana Certified M/W/IVOSB list at <https://www.in.gov/idoa/mwbe>
- Must be used to provide the goods or services specific to the contract

INDIANA VETERANS' BUSINESS ENTERPRISES RFP 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 contract. The IVOSB subcontractor amount and subcontractor percentage is based on the initial term of the contract. The overall committed subcontractor percentage shall be sustained throughout the life of the contract including any time after the initial term.

By submission of the proposal, 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# 615-23-72324

DUE DATE: 9/2/2022

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:	
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:	
Provide approximate dates when Sub-Contractor will perform on this project:		

Respondent Firm

Address

City/State/Zip Code

Representative

Date

Telephone Number

Fax Number

Email Address

Authorizing Signature

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.

DRUG-FREE WORKPLACE CERTIFICATION

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

The Contractor/Grantee certifies and agrees that it will provide a drug-free workplace by:

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

SECRETARY OF STATE REGISTRATION

In accordance with IC 5-22-16-4, an offeror or subcontractor desiring to perform any portion of the work described by this bid/quote that is a business required to register 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:

Indiana Secretary of State of Indiana
Corporation Section
302 W. Washington St. Rom E018
Indianapolis, IN 46204
(317) 232-6576

COMPLIANCE CERTIFICATION

Responses to this bid solicitation serve as a warrant that the responding entity has properly registered as required by law with the Secretary of State and that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, 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 of Indiana. Any 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 set off 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.

ETHICS OBLIGATIONS

The contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 *et seq.* and Indiana Code 4.2.7, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ig/2335.htm>. If the contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12 and 4.2.7.

PRICING

Unit price must be entered and extended, and the total price of the bid must be shown. Unit prices are to be bid on the basis of 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.**

F.O.B. DESTINATION

The State requires all bids to be submitted on the basis of F.O.B. destination.

OPEN COMPETITION

The specifications are intended to be nonrestrictive. Although at times brand names and model numbers may be used, 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 as long as they can be verified as equal or better than specified as determined by the State. All bidders with alternate products shall submit detailed specifications with their bid.

CREATION OF BINDING AGREEMENT

A binding Agreement will be created only by the issuance of a Purchase Order at any time within the period stated on the Request for Quotation/Invitation to Bid form. The Binding Agreement will be governed by the terms and conditions included in this bid package. The Contractor shall make no deliveries on verbal orders except from the Using Agency on purchases less than \$5,000 and only with written approval on purchases greater than \$5,000 from the Indiana Department of Administration, Procurement Division.

EMPLOYMENT ELIGIBILITY VERIFICATION

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.

EXCEPTIONS



PLEASE CHECK IF APPLICABLE

Alternative requests must be equal or better than those specified as determined by the Indiana Department of Administration, and bidders deviating from specified items should provide, with his or her request, a listing of all areas in which his or her product deviates and fully explain and justify this alternative.

Lead time on ammunition is 9-24 months. Must order by the case. Minimum order for drop shipping is 3 case. Lead time may vary depending on the market. Lead time on CTS + Pepperball is 60-150 days. Lead time may vary. CTS Pricing held until 12/31/22

13. Renewal Option: This agreement may be renewed upon the same terms and conditions contained herein. Such renewal is subject to the approval of the Commissioner of the Indiana Department of Administration and the State Budget Director (except Quantity Purchase Agreements) and compliance with IC 5-22-17-4. The total term of this contract, including all renewals, shall not exceed four (4) years.

NON-COLLUSION CERTIFICATION

This is to certify that the Bidder, being duly affirmed under oath says, that he or she is the contracting party; that he or she has not, nor has any other employee of the company represented by him or her, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he or she has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears upon the face of the contract.

SIGNATURE

This is to certify that the bidder or any person on his or her behalf has examined and understands and agrees to the specifications, including General and Special conditions of this document.

BIDDER Kiesler Police Supply Inc FEDERAL ID NUMBER 35-1361847 (Please circle to indicate if your FIN is a
(FIN or SSN)

ORDERING ADDRESS 2802 Sable Mill Road

CITY Jeffersonville STATE IN ZIP CODE 47130

REMITTANCE ADDRESS 2802 Sable Mill Road

CITY Jeffersonville STATE IN ZIP CODE 47130

TYPE OF BUSINESS (i.e., Corporation, Sole Proprietor, LLC, etc.) Corporation

NORTH AMERICAN INDUSTRY CLASSIFICATION SYTEM (NAICS CODE) 423990

TELEPHONE NUMBER (812) 288-5740

E-MAIL ADDRESS: bgirdler@Kiesler.com

If awarded a contract, the bidder will provide supplies, equipment, and/or services to the State of Indiana in accordance with the general conditions, specifications, certifications, and other documents of this solicitation.

I, Brittany A. L. Girdler, the undersigned Bid Specialist
(Signature) (Print Office Held)

of the above-named bidder under penalties of perjury this 2 day of September, 2022, certify that I hold the aforementioned Office in the above bidder and that the representations are true and accurate.

**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 Rd., 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:	44
13	Total number of employees per most recently completed IRS Form W-2 distribution:	53
14	Total amount of payroll paid to Indiana resident employees per most recently completed IRS Form W-2 distribution:	\$6,269,668.37
15	Total amount of payroll paid to all employees per the most recently completed IRS Form W-2 distribution:	\$10,129,504.83
16	Total amount of this proposal, bid, or current contract:	\$1,124,912.01

ACCOUNTING OF INDIANA RESIDENT EMPLOYEES

17	Prime Contractor Company Name:	Kiesler Police Supply Inc.
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18	Number of Full Time Equivalent (FTE) employees that are Indiana residents specifically for this proposal or contract:	2.00
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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:	Brittany A. L. Girdler	<i>Brittany A. L. Girdler</i>		
	Name of auththorized official:	Brittany A. L. Girdler			
	Title:	Bid Specialist			
	Date:		9/2/2022		

NEGOTIATED BID FOR Ammunition
Bid #615-23-72324

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	95050	EA	\$ 0.76	\$ 72,139.15	250 ROUNDS PER CASE
2	.223 Simunition	5000	EA	NO BID	#VALUE!	NO BID
3	40MM CS Multiple Baton	171	EA	29.34	\$ 5,017.14	PRICED EACH
4	40MM Wood Baton	30000	EA	19.91	\$ 597,300.00	PRICED EACH
5	9MM 147 Gr. TMJ	563000	EA	0.24	\$ 135,373.35	1000 ROUNDS PER CASE
6	Baffled Canister CS Grenade	652	EA	28.50	\$ 18,582.00	PRICED EACH
7	Exact Impact	1229	EA	20.55	\$ 25,255.95	PRICED EACH
8	Flameless Expulsion CS Grenade	735	EA	44.35	\$ 32,597.25	PRICED EACH
9	MK4 Streamer	11512	EA	11.88	\$ 136,762.56	25 PER CASE PRICED EACH
10	MK9 Streamer	227	EA	38.75	\$ 8,796.25	6 PER CASE PRICED EACH
11	MK9-OC FOGGER	269	EA	NO BID	#VALUE!	NO BID
12	Pepperball Inert Training round	47375	EA	0.67	\$ 31,691.98	350 ROUNDS PER JAR
13	Rubber Handball CS Grenade	727	EA	31.13	\$ 22,631.51	PRICED EACH
14	Speer Gold dot Hollow point 147 GR	102000	EA	0.38	\$ 38,445.84	1000 ROUNDS PER CASE

Total Bid Amount **#VALUE!**

Please enter any additional comments or additional savings opportunities below:

Must order by the case or jar. Lead time is 9-24 months on ammunition. Lead time on Pepperball and CTS is 60-150 days. Lead time may vary.

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.

BUY IN CERTIFY

Bidder ID	Company Name	Buy IN Status	App Submit Date	Certification Valid From	Expires
0600001557	KIESLER POLICE SUPPLY, INC	A	7/18/2019 0:56	7/18/2019 0:57	7/18/2024 0:59



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. Q134764

Document Date September 2, 2022

Due Date October 2, 2022

Payment Terms

Payment Method

Tax Identification Type Legal Entity

Shipment Method

BID: 615-23-72324 AMMO

LEAD TIME FOR AMMUNITION IS 9-24 MONTHS. MUST ORDER BY THE CASE. MINIMUM ORDER FOR DROP SHIP IS 3 CASES. LEAD TIME FOR CTS
AND PEPPERBALL IS 60-150 DAYS. LEAD TIME MAY VARY.

No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
KIESLER NOTE	BID: 615-23-72324 AMMO LEAD TIME FOR AMMUNITION IS 9-24 MONTHS. MUST ORDER BY THE CASE. MINIMUM ORDER FOR DROP SHIP IS 3 CASES. LEAD TIME FOR CTS AND PEPPERBALL IS 60-150 DAYS. LEAD TIME MAY VARY ON ALL ITEMS.	0	EACH	0.00	0
FEDEF1274B	FEDERAL CLSSC 12GA 23/4 27PLT 4BUCK 250RD CS 50BX OF SEA COLTK	381	CASE	189.74	72,290.94
CTS4233	CTS 40MM CS MULTI 3 SMOKE, 4.8" LONG LTLE	171	EACH	29.34	5,017.14
CTS4561	CTS 40MM KINETIC WOOD BATON MULTI 3 COCE	30,000	EACH	19.91	597,300
FEDEAESFP	FEDERAL AMERICAN EAGLE 9MM LUGER 147 GRAIN FULL METAL JACKET, FLAT POINT 1000RDS/CASE, 50RDS/BOX LAATH	563	CASE	240.45	135,373.35
CTS6230	CTS CS CANISTER OUTDOOR 62 SERIES GRENADE LKRK	652	EACH	28.50	18,582
CTS4557	CTS 40MM SPONGE, SMOKELESS, SPIN STABILIZED, 3.9" COAK	1,229	EACH	20.55	25,255.95
CTS5430	CTS FLAMELESS EXPULSION GRENADE, CS	735	EACH	44.35	32,597.25



No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
	AMTE				
CTS1438	CTS MK-4 LEVEL 3 OC OMNI-STREAM 2.99OZ 25 PER CASE, PRICED INDIVIDUALLY, 360 PERFORMANCE CEOE	11,512	EACH	11.86	136,762.56
CTS1938	CTS MK-9 LEVEL III OC OMNI-STREAM 12.9 OZ 6 PER CASE, PRICED INDIVIDUALLY ARTE	227	EACH	38.75	8,796.25
PEPP100-84-0375	PEPPERBALL INERT POWDER PROJECTILES, 375-COUNT LLTEE	127	EACH	250.86	31,859.22
CTS9230	CTS CS JET-LITE RUBBER BALL GRENADE, PYRO, 3.125" / 80MM DIAMETER LOAE	727	EACH	31.13	22,631.51
SPEER53619	SPEER GOLD DOT 9MM 147 GRAIN HOLLOW POINT 1000RDS/CASE, 50RDS/BOX AKTCL	102	CASE	376.92	38,445.84
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
Amount Subject to Sales Tax		0.00	Subtotal		1,124,912.01
Amount Exempt from Sales Tax		1,124,912.01	Total Tax		0.00
			Total \$ Incl. Tax		1,124,912.01
			Tax Amount		0.00

KIESLER POLICE SUPPLY FFL# 4-35-019-11-1M-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.