

STATE OF INDIANA

REQUEST FOR QUOTATION

SOLICITATION NUMBER: 003000000088049

REQUEST FOR: Concession Services

REQUESTED BY: Indiana Department of Natural Resources – Atterbury FWA Shooting Range

REQUESTOR: Nicholas Ramsey, nrramsey@dnr.in.gov - (317) 232-3051

YOUR RESPONSE MUST BE RECEIVED BY: Friday, August 28th, 2026 @ 10:00AM ET

GENERAL INFORMATION

The information below is provided to assist you in completing this request. Please note that these instructions may not contain all applicable requirements. Careful reading of this request is imperative. Failure to follow these instructions or those printed throughout this package could lead to rejection of your quotation. It is not necessary to return this page with your response.

- Type or print legibly in black ink all requested information, including prices and extensions, as well as accurate vendor information.
- Manually sign the Signature Page and Contract if applicable.
- Submit your response to the Requestor listed above.
(IF THE RESPONSE IS GREATER THAN \$75,000, A MANUAL SIGNATURE IS REQUIRED, THEREFORE A FAX IS NOT ACCEPTABLE) AGENCY PERSONNEL ARE ONLY AUTHORIZED TO CONDUCT PURCHASES OF THIS DOLLAR AMOUNT ON MAINTENANCE AGREEMENTS AND SOFTWARE LICENSES.
- Do not add any contractual or payment terms and conditions. Terms and conditions of the award will be those listed in this request package and the resulting Purchase Order only.
- If you are not eligible to claim the Recycled Preference but are offering recycled content products, please list the percentage of content for EACH LINE ITEM and provide manufacturer certification.
- If you are not willing to accept a split award (partial order), your response must include the statement, "Bidding all or none."
- Your response must be received by the requested date and time indicated.

Bidders are not required to be registered with the Procurement Division to respond to a solicitation. If your quotation is recommended for an award, you will be notified of the registration requirements. You will have five (5) days from the date of notification to complete the registration requirements, or the recommended award will be canceled.

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

Event Details

State of Indiana Request for Quotation

Event ID	Format	Type	Page
00300-0000088049	Buy	RFx	1
Event Name			
300 FW Concessions Atterbury FWA Shooting Range			
Start Time		Finish Time	
07/27/2026 10:00:00 EDT		08/28/2026 10:00:00 EDT	

Event Description

RFQ # 0000088049

Sourcing event 0000088049 is for obtaining bids for Concessions at Atterbury Fish & Wildlife Area Joseph E. Proctor Shooting Range. Service location 7970 S Rowe St, Edinburgh, IN 46124

To allow for sufficient processing time in compliance with Indiana State Law, all quoted prices offered to the State under this Solicitation Event must be valid for thirty (30) calendar days after the Response Due Date (aka Finish Time) listed above. Prices must be inclusive of all applicable charges.

If you are viewing this event through the Bidder Portal, please be sure to check <https://www.in.gov/idoa/procurement/current-business-opportunities/> for additional details and documents related to this event.

Questions can be emailed to Nicholas Ramsey at nrramsey@dnr.in.gov.

Completed bids must be emailed to Nicholas Ramsey at nrramsey@dnr.in.gov or faxed to 317-972-3275, Attn: Nicholas Ramsey.

A completed bid package MUST be submitted by the Response Due By date/time. The bid package is available for download through the Bid Documents link in the Event Name column. This bid is not eligible for electronic bid through the Supplier Portal. To allow for sufficient processing time in compliance with Indiana State law, all quoted prices offered to the State under this Event must be valid for thirty (30) calendar days after the Response Due By date/time. Pricing must include all applicable charges, fees, and shipping.

General Comments

- This is a request to establish a Contractual Agreement for Concessions Services. Contract commencing **01/01/2027** or from date of last State signature, whichever is later and ending **12/31/2030** or four (4) years after the State's last signature, whichever is later. By mutual consent of both parties, contract may be renewed. The term of the contract, including any renewals, may not exceed four (4) years. Prices may be listed in the unit requested (per Service). Prices listed above and beyond what is requested shall not be considered and shall be reason to reject bid/quote. Prices must be inclusive of all applicable charges.

Line Details

****Please carefully review and complete the entire RFQ bid packet and return directly to me. Please also carefully review the entire general concession requirements included with the bid documents before completing the RFQ packet.****

Response Comments

Bidder Information

Firm Name:		
Name:	Signature:	Date:
Phone #:	Fax #:	
Street Address:		
City & State:	Zip Code:	
Email:		

Bidder: INTERNAL EVENT DETAILS

Submit To: Natural Resources
Indiana Dept of Natural Resources
Purchasing
402 W WASHINGTON ST RM W265
INDIANAPOLIS IN 46204
United States

Contact: Nicholas Ramsey - 00300
Phone: 317-232-3051
Email: NRRamsey@dnr.IN.gov

Service Location

7970 S Rowe St,
Edinburgh, IN 46124

EXHIBIT A:
GENERAL CONCESSION REQUIREMENTS

1. AUTHORITY

Pursuant to IC 14-19-1-2, the State provides facilities for the use and enjoyment of the public. The responsibility of the State is to either operate or contract for the operation of the facilities so as to maximize service and benefit to the public according to approved standards. Duties set forth herein outline the granting of this Contract for the operation of the Joeseeph E. Proctor Shooting Complex ("Concession") according to those standards of maximum use, service, and benefit to the public in a manner that does not impact the State adversely in any way. This Contract grants the right to the Contractor to provide only the goods and services specified within this Contract for only the operations and areas for the Concession specified within this Contract. It is understood that the State shall make all decisions related to the management of the property where the Concession is located, including which concession operations shall or shall not be located on the property.

2. COMPLIANCE WITH REGULATIONS

The Contractor agrees to comply with all Federal and State laws relating to nondiscrimination in connection with any use, operation, program, or activity on or related to the State's facilities.

- A. DNR Regulations.** The Contractor shall adhere to all DNR General Property Regulations as found in 312 IAC 8, 312 IAC 5 (if applicable), and 312 IAC 9, and successor regulations. These rules and regulations are duly promulgated pursuant to IC 4-22-2 and have the force and effect of law.
- B. Licensure, Certification, and Accreditation.** The Contractor and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The State shall not be required to reimburse Contractor for any services performed when Contractor or its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, Contractor shall notify State immediately and the State, at its option, may immediately terminate this Contract.

3. STANDARDS OF ABILITY

- A. Financial Competence.** The Contractor assures competence and financial ability to perform the work contemplated in the Contract and agrees, upon request, to furnish the State with evidence of competency and financial ability before the granting of the Contract, and anytime during the term of this Contract.
- B. Operational Supervision.** The Contractor shall give the business daily, personal supervision and shall operate the business under the Contract according to law. The Contractor shall be present at the Concession at all times that it is open for business or shall be represented by a responsible person. The Contractor shall establish, maintain, and operate the Concession in such manner as to provide the prescribed services to the

public according to the best standards prevailing for a similar business. State operational standards of the Concession with respect to the quality of service rendered, hours the concession is open, accepted sanitation, proper exterior building maintenance, and other operational matters as the State may designate shall be determined by IDNR Property Management.

4. STANDARDS OF RESPONSIBILITY

- A. No Unnamed Partners.** The Contractor assures there are no unnamed partners legally interested in or having authority over the operation or management of the concession and further assures that the Contractor is the only person responsible for carrying out the duties as written in the Contract.
- B. Outside Vendors.** Only with prior agreement and written approval from the State, the Contractor may periodically have an outside vendor work for a specified, limited time on the property at events identified and described in **Exhibit D** of the Contract, only when such events fulfill Contractor responsibilities and expand daily Concession operations beyond standard capabilities. Written approval must be granted by the State thirty (30) days in advance of the Contractor hiring the outside vendor.
- C. Subcontracts.** The Contractor may execute subcontracts for services as the manager of the business authorized under the terms of this Contract. The subcontracts must include provisions that absolve the State of any obligation to the subcontract, and that automatic terminates the subcontract upon the termination of this Contract. Furthermore, any and all such subcontracts must include language for automatic termination in the event that the State enters into a direct agreement of exclusivity with a specific provider. The Contractor shall indemnify, defend and exculpate the State from any liability which may accrue or be asserted against the State under all contracts or agreements.

5. CONCESSIONAIRE FEES

- A. Fee Structure.** The Concessionaire Fees ("Fees") payable by the Contractor to the State for the rights and privileges conveyed in this Contract shall be as marked below. Fees may be negotiated for subsequent contract terms.

_____ A sum equal to the percentages indicated below of the gross income of the business. Payment of the Fees shall be the first charge among all operating expenses incurred and shall be received by the State on or before the eighth (8th) day of each month for the entirety of the preceding calendar month or it shall be paid at such other times for such other periods as the State may direct.

___X___ A flat fee of \$500.00 (*amount*) per concession year, due and payable before the Concession operation opens for the season.

- B. Gross Income.** Gross income shall be the total amount of all the receipts in cash, credits, property, or interest of whatever kind received by the Contractor from all business done under the provisions of this Contract. However, gross income shall not include deferred credits, internal sales, sales tax receipts, nor other taxes which may be required to be

collected from guests, nor any part of the receipts which constitute repayment by guests of monies advanced on their behalf and for their convenience by the Contractor.

C. Reporting. By the last day of the first month of a new concession year, the Contractor shall provide a gross sales and income report by revenue department for the Contractor's previous year of operation. Contractor shall include in this report the amount collected from customers for all sales during the previous year.

D. Late Payment Interest. Rental fees due and payable to the State which are not paid in accordance with this section of the Contract shall bear and accrue interest daily until paid at the rate of 1-1/2% per month, or a flat late fee of \$50.00, whichever is greater. Repeated violations of timely payment may result in the termination of this Contract by the State as defined within this Contract.

6. STATE BUILDINGS, GROUNDS, AND EQUIPMENT

The State is responsible for the general management of the property on which the Concession is located. The granting of this Contract to the Contractor for the operation of the Concession **DOES NOT GRANT THE CONTRACTOR EXCLUSIVE RIGHTS TO THE ENTIRE PROPERTY** where the Concession is located.

Designated Buildings and Equipment. The State has provided the below-listed buildings and items of equipment for use by the Contractor for the sole purpose of conducting the Concessions outlined within this Contract.

- 1 ea.-Range Building at Rifle/Pistol Range
- 1 ea.-Field Building at Trap/skeet Range
- 4 ea.-Trap houses
- 3 ea.-High/low skeet houses
- 1 ea.-High skeet house
- 1 ea.-Low skeet house
- 1 ea.-Security system
- 8 ea-MEC 400E Skeet Machines w/cords and control heads
- 2 ea.-MEC 500 Sporter ATA Trap Machines-Standard Trap w/cords and control heads
- 2 ea.-MEC 500 Trap Machines-Wobble Trap w/cords and control heads
- 20 ea.-B.R.P. Voice release units-complete (w/microphones and stands), 4ea.-Transmitters, 6ea.-receivers
- 4 ea. Briley coin operated boxes
- 3 ea.-mobile 5-stand traps
- 1 ea.-mobile 5-stand trap-"springing teal"
- 1 ea.-5-stand controls
- 2 ea.-PA systems- one @ rifle/pistol range and one @ trap/skeet
- 1 ea.-Remote wireless microphone-rifle/pistol range (audio-technica 700 Series)
- 8 ea.-gun rest/stand at trap/skeet range
- 7 ea.-gun rest/stand at rifle pistol range
- 30 ea.-shooting benches & stools at rifle /pistol range
- 54 ea.-target stands (30 rebar and 24 rebar w/wooden bases)
- 4 ea.-Loading tables for muzzleloaders
- 1 ea. Shotgun Patterning Board
- 1 ea.-Red Flag, American Flag & Indiana State Flag
- 21 ea. - Picnic Tables

3 ea.- Mobile Carts
1 ea. Portable Magnet
2 ea. Defibrillator
5 ea. Fire Extinguisher
2 ea. Trama Kit
7 ea. Glass Display Cabinets
18 ea. 55 Gallon Trash Barrels
1 ea. 12' X 16' Utility Shed

Concession Area. The licensed premises and assigned boundaries ("Concession Area") – that are to be used by the Contractor for the sole purpose of conducting the Concessions operations in strict accordance with all terms and provisions imposed by this Contract – are depicted in **Exhibit B** of this Contract.

- A. Agreement of Use.** The Contractor is aware of and agrees that it shall use, occupy, and maintain the Concession Area in a business-like, careful, clean, and non-hazardous manner that conforms with all State and Federal laws, regulations, and/or requirements. Written approval by the State shall be required for other proposed use in conjunction with or in addition to those specified in this Contract. Contractor will practice all environmental and usage controls as outlined within the Contract as attached in **Exhibit D** and incorporated herein. Contractor further agrees that it shall permit no waste, nor suffer the same to be committed, nor injure, nor misuse the Buildings, Grounds, and Equipment owned by the State. Contractor to follow Range Standard Operating Procedures as outlined in **Exhibit E**.
- B. Equipment.** The Contractor agrees to accept equipment on an "as-is" basis. Any repairs required shall be at the sole expense of the Contractor. Any items of equipment that the Contractor does not wish to accept shall be removed by the State in a timely manner. The Contractor agrees to furnish the concession at the Contractor's own expense with additional items of equipment as directed by the State. The State shall not be responsible for any loss of product or sales due to the malfunction of any equipment owned by the State.
- C. Alteration of Buildings and Equipment.** The Contractor shall not modify water supply lines, waste lines, electric lines, or other utility, machinery, or fixtures except upon written permission from the State. The Contractor shall not install, move, or alter any permanent or temporary equipment belonging to the State in or about the Concession Area.
- D. Return and Disposition.** The Contractor shall return State-owned buildings, supplies, and equipment to the State at the termination of this Contract in a condition equivalent to that in which they were received by the Contractor. If the State determines the need for cleaning after the Contractor returns the use of the Concession, the Contractor must reimburse the State for all costs incurred for such cleaning.
- E. Option to Purchase.** Upon the termination of this Contract for any reason, the State, or any person designated by the State, shall have the first option to purchase from the Contractor all on-hand supplies and equipment of the Contractor at the original cost or at their market value, whichever is less. However, the State or such designated persons are not obligated to purchase such items.

- F. Lien and Inspection.** To secure the payment of the Concessionaire Fees, the State is given a lien on all personal property belonging to the Contractor, which may be located on the assigned premises and used in the operation of the business conducted under the Contract. The Contractor hereby authorizes the State to file a Financial Statement, UCC-1. The State and/or any Federal parties with an interest in this Contract, at any and all reasonable times reserves the right to enter the Concession Area, without prior notification, for inspection and/or investigative reasons. This includes, but is not limited to, the State's right to install and operate surveillance equipment in or on the premises within the Concession. Evidence obtained through personal, mechanical, electronic, or any other technological or other means may be used by the State in civil and/or criminal actions brought against the Contractor. The Contractor shall keep the Concession Area free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by Contractor during the term of this Contract or any extension or renewal thereof.
- G. No Sublets.** The Contractor shall not assign this Contract or any interest therein, nor let or sublet the said premises or any part thereof or any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person. Said let or sublet shall be grounds for termination of the Contract by the State.
- H. Coin-Operated Amusement Machines.** The Contractor shall not permit or provide for the installation of mechanical rides, pinball machines, coin-operated amusement machines, jukeboxes, (music boxes, record players), or similar devices in or about the Concession Area.
- I. Vending Equipment.** The Contractor shall secure written approval from the State prior to installation within the Concession Area of any vending equipment not owned by the State. The plan of operation of vending equipment, including the percent of revenue paid to the State, shall be on a basis satisfactory to the State. Revenue shall be entered on the records in the same manner as other revenue is reported.
- J. Utilities.** The Contractor shall pay all utilities used in or about the Concession Area as marked below, whether billed to the Contractor by the State or billed directly to the Contractor by any utility provider.
- | | | |
|------------------------------|-----------------------------|-------------------------------|
| <u> </u> Electric | <u> </u> Telephone | <u> </u> Natural Gas |
| <u> </u> Sewage | <u> </u> Water | <u> X </u> Trash Removal |
| <u> </u> Television | <u> </u> Internet | <u> X </u> Security System |
- K. Snow Removal.** The Contractor is responsible for all snow removal of all parking areas, concession area roads, and all sidewalks and shooting areas.
(Atterbury staff may assist if available, during the week with parking areas and concession area road only).
- L. Lawn and Landscaping.** The Contractor will follow the instructions as outlined in **Exhibit C** for mowing and maintaining all lawn and landscaping within the boundaries of the Concession Area as shown in **Exhibit B**. The Contractor shall not alter vegetation or plantings without prior consultation and permission of the State. Contractor shall not make changes to the property which might result in standing water without first consulting the State.

- M. Alcohol.** At no time shall the Contractor or employees sell, display, store, or consume alcohol in the Concession Area or anywhere within the property where the Concession operation is located. Failure to comply with this provision may result in immediate termination of this Contract.
- N. Parking.** The Contractor and all employees of the Contractor shall park in areas designated by Property Management. The designated parking area may be changed by the State to facilitate construction or to protect the public or the property. The State is not responsible for damage or theft to vehicles of the Contractor or the Contractor's employees.

7. MAINTENANCE AND SANITATION

The Contractor is responsible during the term of this Contract for routine maintenance, repair, sanitation, and cleanliness as defined herein of the identified buildings and items of equipment listed in above Section 6(A) of this Exhibit. The Contractor shall follow all standards and rules for sanitation and safety, as established by the Indiana State Board of Animal Health, the State Department of Health, and the State Fire Marshal.

- A. State Responsibilities.** The State shall be responsible for maintenance, repairs, and sanitation not assigned to the Contractor, including major repairs or replacement of the structure of the buildings, and the heating, air conditioning, ventilation, and other utility systems.
- B. Specific Contractor Responsibilities.** In addition to general expectations described herein, the Contractor is responsible for routine maintenance, repair, or replacement as associated with day-to-day usage of the following: light bulbs, toiletries, furnace air filters, water softener salt, and other consumable goods.
- C. Fixtures and Furnishings.** The Contractor shall maintain, keep in repair and redecorate, whenever necessary, the interior of the building(s) and shall maintain and keep in repair all fixtures, furnishings, and equipment of the State provided for use by the Contractor. The maintenance, repair, and decorating of the interior of all buildings and the maintenance and repair of plumbing, heating, lighting, and other fixtures, as associated with daily use, shall be done by the Contractor to the approval and satisfaction of the State.
- D. Cleaning and Janitorial Services.** The Contractor shall perform cleaning and janitorial services within the Concession Area. These services include, but are not limited to, the cleaning of all floors, windows, and fixtures, and the replacement of light bulbs.
- E. Cleanliness.** The Contractor shall maintain standards of cleanliness, which will reflect favorable public opinion on the Contractor and the State. The State may perform or have others perform the duties of the Contractor under this Section, if the State determines the Contractor has failed to maintain an acceptable standard of cleanliness. The Contractor shall pay the cost of such work, whether performed by the State or by others, at the discretion of the State.
- F. Trash Removal.** The Contractor shall collect and deposit, in approved sanitary containers for disposal by the State's representative, all garbage, waste, and debris from

the building and grounds within and surrounding the Concession Area. The Contractor shall keep the Concession Area in a clean and sanitary condition and in conformity with standards and rules for sanitation and public health. Contractor agrees to either use the provided dumpster or remove trash from the property in another fashion agreed upon by the State. Perishable trash shall be removed daily.

- G. Recycling.** The Contractor shall make an aggressive and affirmative effort to implement the use and sale of recyclable or biodegradable items including, but not limited to, paper plates, cups, napkins, and non-toxic cleaning supplies. Trash shall be separated into types of recyclable materials: glass, paper, metal, plastic, aluminum, and disposed of appropriately. The plastic rings on 6-pack cans will each be cut before disposal to prevent small animals from getting caught in them, which causes injury or death.

8. OPERATING SCHEDULE

The Contractor shall be in full and complete operation with a full staff of employees for every business day within the term of this Contract, from the opening on the first day of the term to the closing on the last day of the term.

- A. Hours and Days of Operation.** The State and the Contractor shall keep the Concession open and available to patronage by the public in accordance with the following minimum hours and days of operation:

March 1 – November 30 (minimum 8 hrs./5 days week)

Wednesday- Friday 10:00-6:00 EST

Saturday- Sunday 10:00-6:00 EST

December 1 – February 28(29) (minimum 6 hrs./3 days week)

Friday-Sunday 11:00-5:00 EST

Hours of additional operation to the public or for private training classes in addition to these hours are allowed. One day a week must be closed to all shooting activities and be used for range maintenance.

- B. Schedule Posting.** The Operating Schedule of the Concession shall be posted and routinely updated in visible, open, and public locations at the Concession Area, and on the Contractor's website (if applicable) no later than the first day of operation outlined in the term of this Contract.
- C. Visitation.** The State does not guarantee a specific number of visitors to the Concession during the Operating Schedule and accepts no responsibility for the lack of visitors for any reason.
- D. Schedule Deviations.** Any non-scheduled deviation from the operational schedule must be approved in advance and in writing by the State, unless circumstances beyond the control of either party make it necessary to take emergency action.
- E. Holidays.** Contractor may close on certain holidays as pre-approved in writing by the State.

Closed New Year's Day
Closed Thanksgiving Day
Closed Christmas Eve and Christmas Day

- F. Extended Hours of Operation.** The Contractor may operate longer hours than indicated herein without receiving the State's permission. However, the Contractor must not operate before or after the dates of the term of this Contract, unless specifically provided by an authorized and fully executed Amendment to the Contract.
- G. Emergency Closures.** In emergency situations, the Contractor must immediately report the circumstances to the State and provide a written summary to the State within 24 hours after the emergency is concluded. Closures due to weather must be approved or initiated by the State. Emergency closures must be posted immediately in visible locations at the Concession Area, on the Contractor's website (if applicable), and on the telephone voice mail greeting for the Concession.
- H. State Closures.** The State shall keep the Concession open and available for use by the public in accordance with the Operating Schedule, unless the State makes written or verbal determination that funds are not appropriated or otherwise available to support the agreed upon schedule. The State shall notify the Contractor at the earliest possible convenience so that the Contractor can make any necessary changes to the operation of the Concessions.
- I. Failure to Operate.** If the Contractor is not in full operation for the entirety of the term of this Contract (except for causes wholly beyond the control of the Contractor and not involving neglect by the Contractor), this Contract, at the option of the State, may be terminated without notice. Upon termination, the State may re-enter the premises and obtain a new Contractor for the operation of the facilities. In addition, the State may assess liquidated damages of \$50.00 per day, per facility for each day that any facility remains out of service because of non-performance by the Contractor or until a new Contractor is put in place.

9. CONCESSION MERCHANDISE

- A. Quality of Merchandise.** The Contractor shall exhibit good taste in offering items for sale, which will reflect positively on the State. Efforts shall also be made to provide items which reflect natural, cultural and historical aspects of the State of Indiana. The State reserves the right to remove any items during site visitations, which the State deems does not reflect a positive image on the State.
- B. Pricing of Merchandise.** A minimum of ten (10) days before opening the Concession, the Contractor shall submit to Property Management for approval, a listing of the prices, rates, and charges proposed for use in the operation of the Concession. Such prices shall be within the guidelines established by the Natural Resources Commission. The Contractor shall maintain on public display, a neat and legible sign showing the approved prices, rates, and charges for the sale of goods. If practicable, such prices shall be no

higher than prices charged for similar merchandise in the locality in which the concession is operated so as not to preclude use by members of the general public.

C. Prohibited Merchandise. The Contractor agrees by the acceptance of this Contract not to offer for sale prohibited merchandise. Prohibited items include, but are not limited to, those listed below. The State may add items to the list upon written notification to the Licensee.

- No ice picks, hatchets, axes, machetes, or darts.
- No explosive materials.
- No alcoholic beverages, "mock tails", or controlled substances.
- No yard darts.
- No suggestive plaques with off-color sayings, or other such items.
- No targets with human or recognizable features.
- No item which can be used to inflict injury on another person or break or deface State properties. (*Exceptions granted at shooting range concessions if agreed by all parties.*)
- No items such as "Fanny Whackers" or "Whoopie Cushions".
- No items such as animal pelts or skins, claws, feathers or skeletons.
- No Styrofoam products shall be used or sold by the concession.
- No environmentally unfriendly paper products shall be used or sold by the concession. All paper products possible, such as toilet tissue, paper towels, etc., shall be made of recycled materials.
- No improper use, disposal, or sale of environmentally unsafe chemicals shall occur. Much care will need to be used to read labels for proper use and disposal.

10. ADVERTISING

The Contractor is required to conduct a balanced advertising effort directed at developing more business under the provisions of the Contract.

A. Advertising Plan. All contracts, scripts, texts, and layouts must be submitted to the State for written approval at least sixty (60) days prior to execution or implementation, or no later than March 1st of each concession year. The Contractor agrees not to advertise in any manner or form, on or about the Concession Area, premises, buildings, or elsewhere, or in any newspaper or otherwise, except by means of signs or forms of advertising approved by the State. The Contractor shall not employ or use any person known as "hawkers", "spielers", "criers", or other noisemakers or means of attracting attention to the Contractor's business.

B. Website Advertising. The Contractor shall update its website with information regarding upcoming Concession events at least thirty (30) days prior to the event.

11. CONCESSION EMPLOYMENT

The Contractor shall employ such persons as may be proper to operate the business in accordance with state and federal labor laws. The Contractor is not an employee of the State of Indiana. This Contract does not vest in the Contractor, or anyone employed by the Contractor, any title, tenure or any property belonging to the State located on or around the Concession Area.

- A. Employee Training.** To promote the facilities of the Department of Natural Resources and to provide quality service to the public, employees of the Contractor must receive thorough training. Concession operators and their employees must attend seasonal training programs on those properties, which have them. Training programs shall acquaint personnel with information about the property and information to disseminate to the general public.
- B. Employment Records.** Personnel records shall be located at the Concession or at another location as approved by the State. Records shall be open to State inspection at any time during the term of this Contract and for a period of one (1) year after the termination date of this Contract.
- C. Moral Conduct.** The Contractor shall prohibit any behavior that violates any federal, state, or local laws, regulations, and ordinances or that fails to conform to a reasonable standard of good conduct. As this Concession is located on property owned or managed by the State of Indiana, and because there is a high recognition and correlation between the services provided and the State, the State has a supreme interest in the quality of service provided and the appropriateness of behavior by Concession employees occurring on and off the premises. As such, the Contractor shall operate the Concession in a business-like manner, maintaining a high standard of conduct by the Contractor and its employees, volunteers, and agents. Furthermore, any act of misconduct by the Contractor or its employees, volunteers, or agents, are prohibited, including but not limited to dishonesty, theft, misappropriation or abuse of State property, moral turpitude, or any act that neglects, injures, abuses, or endangers others, or any act that is prejudicial to or reflects adversely upon the State.
- D. Appearance.** Employees of the Contractor coming in contact with the public shall be neat and clean. Employees shall be identifiable by the public. The State shall approve uniforms.
- E. Background Checks.** The Contractor shall be responsible for conducting background checks of personnel employed in Contractor's operation. The Contractor shall not use or employ persons in Contractor's operation who have a history of anti-social behavior regardless of where such person's anti-social behavior may have occurred.
- F. Corrective Action.** Failure by the Contractor to take action to either correct or stop such behavior or misconduct may be considered a material breach of this Contract; and may be grounds for immediate termination in addition to other remedies available to the State. The Contractor shall immediately report any allegation or act of misconduct to the State. In the event of an allegation of misconduct against either the Contractor or its employees, volunteers, or agents, the person or persons who are the subject of the allegation shall be removed immediately from the Concession Area and IDNR property pending resolution of the matter. The Contractor shall cooperate with the State in implementing resolutions to the matter.

12. VIOLATIONS AND TERMINATION OF CONTRACT

This Contract has been established to provide services and/or goods to the general public and citizens of Indiana. Any failure to comply with all provisions of this Contract delays the administration of the Contract and risks losing the provided goods or services, depriving the State of revenue and diminishing the State's good customer service reputation.

- A. Notice of Violation.** The Contractor will be provided with a "Notice of Violation" stating which provision has been violated and a date by which the stated violation must be corrected. If the violation has not been corrected by the date specified, the Contractor agrees to pay the State liquidated damages in the sum of \$50.00.
- B. Damages.** If the violation has still not been corrected after a period of seven (7) days after the specified date, the Contractor agrees to pay an additional \$100.00 in liquidated damages. An additional \$100.00 fine shall be imposed for each additional 7-day period of time until the violation has been corrected. The State reserves the right to waive damages.
- C. Termination due to Violations.** Continued failure to correct violations and comply with the provisions of this Contract may result in immediate termination of the Contract as described herein. Immediate termination of this Contract may occur due to situations that include, but are not limited to, discourteousness to the public, insurance cancellation, surety bond cancellation, alcohol abuse, and other circumstances which could cause harm to the public or the State, or reflect adversely on the State. The decision of the State is final.

CONTRACT MODIFICATION AND TERMINATION

This Contract contains all the terms and conditions between the parties, and no alteration, amendment, or addition shall be valid unless in writing and signed by all concerned parties.

M. Conflict of Interest

A. As used in this section:

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

"Interested party" means:

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

"Department" means the Indiana Department of Administration.

"Commission" means the State Ethics Commission.

B. The Department may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.

C. The Department will not exercise its right of cancellation under Section B above if Contractor gives the Department an opinion by the Commission indicating that the existence of this Contract and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this Contract consistent with an opinion of the Commission obtained under this section.

D. Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts, which Contractor knows or reasonably could know.

N. Termination

1. If this Contract is terminated before completion of the term of the Agreement, the Contractor shall vacate the Concession Area within seven (7) days of termination unless a lesser period of time is provided by court order. Contractor and/or his agents shall remove no personal property on which the State is given a lien from the Concession Area unless otherwise directed by court order, until all fees outlined in this Contract and other sums owed to the State have been paid.
2. If an Act of God renders this Contract inoperable for more than sixty (60) days, this Contract shall automatically terminate as of the date of that Act. The State shall receive its fees outlined in this Contract on all income to the date of termination, or to the date of sixty (60) days after termination, whichever income is greater, as if the term of the Agreement were then completed.
3. If the Contractor fails to make timely cure of repeated violations, the Director may terminate this Contract upon written notice of such termination by certified mail, or this notification may be delivered in person. The State shall receive fees outlined in this Contract on all income to the date of termination as if the term of the Agreement were then completed. The Contractor shall further pay to the State, as liquidated damages for breach of performance and for future performance, the sum of \$1,000.00. This sum, plus any fees outlined in this Contract shall be paid to the State within fifteen (15) days of such termination.
4. If the Contractor terminates this Contract, the provisions relating to disbursement of income and to liquidated damages in Section N(3) shall apply. If, however, the Contractor gives written notice, by certified mail, to the State at least 30 days prior to the date of termination, the amount of liquidated damages shall be \$500.00. This fee, and all fees outlined in this Contract shall be paid at the time of termination.
5. If the Contractor dies or becomes incapacitated, this Contract may be deemed terminated by the State and the provisions relating to the disbursement of income in Section N(1) shall apply, or, at its discretion, the State may authorize the estate, guardian, or conservator of the Contractor to operate the facilities under the terms of this Contract until completion of the term of the Agreement.
6. The State may, in cases where continued operation by the Contractor may result in significant or irreparable harm to the State and/or the public, terminate this Contract immediately. Examples include, but are not limited to, non-payment of fees, discourteousness to the public, insurance cancellation, bond cancellation, alcohol abuse, and other circumstances which could cause harm to the public or the State or reflect adversely on the State. All fees payable to the State shall be paid within 15 days of such termination along with a liquidated damages sum of \$1,000.00 for breach of performance.

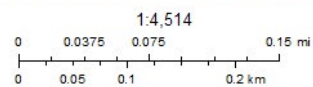
If the State finds it necessary to pursue legal action to recover monies owed by Contractor, Contractor shall also pay all court costs, attorney's fees, and other costs incurred as a result thereof.

EXHIBIT B:
Concession Area

InDNR Staff Webmap: Natural Resources



July 12, 2022



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

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Indiana Geological Survey, attribute compilation by Karen K. Like, 2004. | Indiana Department of Natural Resources, Indiana Natural Heritage Database, Indiana State Land Office | See dataset specific metadata. | copyright 2015

The concession area is outlined in yellow.

EXHIBIT C:

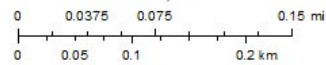
Lawn and Landscaping

InDNR Staff Webmap: Natural Resources



July 12, 2022

1:4,514



Sources: Esri HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

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 Geological Survey, attribute compilation by Karen K. Loke, 2004. | Indiana Department of Natural Resources, Indiana Natural Heritage Database, Indiana State Land Office | See dataset-specific metadata | copy right 2015

The required mowed area is outlined in blue. Mowing should occur when grass is approximately four inches in height and not mowed shorter than 2.5" in height. Best management practices will be used to maintain the lawn and landscaping.

EXHIBIT D:
SCOPE OF WORK

The Concession granted under the provisions of this Contract is as follows:

- The Contractor has the right to operate the Concession and collect fees from guests for use of the rifle, pistol, and shotgun ranges.
Rates are as follows:

Hourly - \$9.00

Additional Shooter - \$5.00

Day Passes – Determined by the Concessionaire

Monthly – Determined by the Concessionaire

Yearly – Determined by the Concessionaire

Shotgun Range - \$8.00 for 27 clays

- The Contractor has the right to sell items that relate to shooting sports, outdoor activities, and consumables. Items such as (but not limited to) targets, hearing protection, ammo, firearms, bug spray, sunscreen, bait, snacks. The contractor also has the right to rent items for shooting sports and outdoor activities. Items such as (but not limited to) lead sleds, spotting scopes, and firearms.
- The Contractor must submit a schedule of promotional and training events at least one month prior to the event or promotion. Schedules should be submitted to the property management at Atterbury FWA. Events for the range will be posted at the Headquarters Building. Property events will be posted at the Shooting Range Building.
- The Contractor shall keep record of the following:
 - Number of users for the firearm range. The contractor will be asked to supply these to property staff on a monthly basis.
 - Number of rounds fired per user for the rifle, pistol, and shotgun range for one weekend each month
 - Monthly Gross Income
 - Information should be submitted to property management within 5 days of the end of the month.
- The Contractor shall retain a NRA Range Safety Officer Certification. All employees supervising the firing line must also have the NRA Range Safety Officer Certification.
- If the contractor wishes to use social media platforms, the property manager, and the assistant property manager of Atterbury FWA should be included as administrators. Property staff will not make any post through social media but will act as editors to remove any post that can be considered inappropriate, in bad taste, or would reflect the State of Indiana in a negative manner. Social media accounts such as (but not limited to) Facebook, Instagram, and

Twitter to be included. If a contract is terminated, all social media accounts will be handed over to the State of Indiana unless all references to the State of Indiana, the Department of Natural Resources, Division of Fish and Wildlife, and Atterbury FWA are removed.

- The contractor shall pay for the following utilities.

Monthly Trash removal and Security System service.

- The contractor can sell food items within the concession area, but food must be consumed outside of the fenced pistol and rifle range area. Food service must meet State of Indiana Board of Health standards. Contractor assumes all liability for food items sold.
- The contractor shall maintain the lawn and landscaping in the area outlined in Exhibit C.
- The Contractor is responsible for snow removal of the pedestrian walkway areas including the entrances, sidewalks, and firing lines.

Atterbury DNR staff, if available, is responsible for the parking areas, concession area roads to be maintained during the week.

EXHIBIT E
JOSEPH E. PROCTOR SHOOTING RANGE
STANDARD OPERATING PROCEDURES

ORGANIZATIONAL INFORMATION

The Public Shooting Range at Atterbury Fish and Wildlife Area is owned by the Indiana Department of Natural Resources, Division of Fish and Wildlife and is open to public. Personnel time and materials to operate the range are covered under the Fish & Wildlife Area Shooting Range Grant. The work plan's objective is to provide safe shooting range opportunities by providing maintained facilities, rules and supervision. All personnel assigned as range safety officers (RSOs) are required to pass the NRA Basic Range Safety Course. The range is operated by _____, who are licensed to operate the range through a concession agreement with the State of Indiana.

Presently, the range offers 66 shooting stations – 20 at 50 yards, 10 at 100 yards, and 36 at (2-25 yards), 4 combination trap/skeet fields.

Atterbury FWA has an archery range located east of the office on CR 800 S with target holders at 20, 30, and 40 yards.

The rules and procedure in the following SOP define all range's intended use and provide for the safety of the range, range users, range employees and other property users.

RANGE CAPABILITIES

1. Automatic fire and rapid fire are prohibited (312 IAC 8-2-3). For this range, rapid fire is defined as firing more than one shot per second.
2. .50 caliber BMG or any firearm capable of delivering more than 9000 ft/lbf (foot pounds of force) are prohibited.
3. Only paper targets are to be used, no other targets are allowed.
4. Handguns may not be worn in a holster or concealed during open to the public range times except by law enforcement officers on duty and in uniform.
5. Drawing and firing from a holster is prohibited during public range use. It may only be allowed during private training events when the facility is not open to the public.
6. Incendiary or exploding ammunition or targets are prohibited.
7. The shooting range is open during posted hours, shooting after the posted hours or days when the range is closed is prohibited except to accommodate approved special events or private training.
8. Baffle or support column strikes may result in a fine.
9. For the purposes of approved special events and/or private training events the firing line may be advanced forward closer to the bullet traps/berms when necessary to insure safe containment of the expended rounds. This may only be done with prior approval, at times when the facility is closed to public use, and only to accommodate the event size or specific content/curriculum.

RANGE OPERATIONS

1. Opening procedures:

- Open restrooms
- Emergency procedures are posted & accessible
- First Aid kit is accessible
- SOP is available
- Ramrods and CO₂ Load Discharger are available.
- Review briefing (Appendix A) and range commands (Appendix B).
- Chief Range Safety Officer (CRSO) will ensure that all Range Safety Officers (RSOs) use standard commands.
- Check PA, telephones
- Raise American, Indiana & red flag
- Open main gate (only after range check, inspection etc.) and allow public to enter

2. Closing procedures:

- Empty trash barrels.
- Bring in all buckets/brooms/shovels and flags.
- Secure doors and gates.

SHOOTING RANGE RULES AND REGULATIONS

FUNDAMENTAL RULES FOR SAFE GUN HANDLING

1. Always keep the gun pointed in a safe direction.
2. Always keep your finger off the trigger until ready to shoot.
3. Always keep the gun unloaded until ready to use.
4. Know your target and what is beyond.
5. Be sure the gun is safe to operate.
6. Know how to use the gun safely.
7. Use only the correct ammunition for your gun.
8. Wear eye and ear protection as appropriate.
9. Never use alcohol or drugs before or while shooting.
10. Store guns so they are not accessible to unauthorized persons.
11. Be aware that certain types of guns and many shooting activities require additional safety precautions.

GENERAL RANGE RULES

1. Know and obey all range rules
2. Know where others are at all times
3. Shoot only at authorized targets, only paper targets WITHOUT human or recognizable features will be allowed.
4. Ground level targets are no authorized
5. Designate a RSO when none or present or assigned
6. Stop shooting immediately upon the command "Cease firing" Unload, open action, remove the magazine and ground and/or bench all firearms during a cease-fire.
7. Do not handle any firearm or stand at the firing line where firearms are present while others are down range.
8. Always keep the muzzle pointed at the backstop. Never allow the muzzle to point in any direction whereby an inadvertent discharge would allow the escape of a projectile into an outer area.
9. Only one shooter and one firearm at a time are allowed at each shooting station.
10. A person must wear appropriate clothing covering their shoulders to waist. Closed toe shoes are required.

DNR RANGE RULES 312 IAC 8-3-2(i)

- (1) A person must not use a shooting range unless the person is at least eighteen (18) years of age or accompanied by a person who is at least eighteen (18) years of age.
- (2) A person must register with the department before using a shooting range.
- (3) A person must shoot only at paper targets placed on target holders provided by the department. All firing must be downrange with reasonable care taken to assure any projectile is stopped by the range backstop.
- (4) Shot no larger than size six (6) must be used on a shotgun range.
- (5) A person must not discharge a firearm using automatic fire.
- (6) A person must not use tracer, armor-piercing, or incendiary rounds.
- (7) A person must not play on, climb on, walk on, or shoot into or from the side berms.
- (8) A person must not shoot at clay pigeons, except on a site designated for shooting clay pigeons. Glass and other forms of breakable targets must not be used on a shooting range.
- (9) A person must dispose of the targets used by the person under section 2(a) of this rule.
- (10) Permission must be obtained from the department in advance for a shooting event that involves any of the following:
 - (A) An entry fee.
 - (B) Competition for cash, awards, trophies, citations, or prizes.
 - (C) The exclusive use of the range or facilities.
 - (D) A portion of the event occurring between sunset and sunrise.

SAFETY RULES FOR MUZZLE-LOADING FIREARMS

The following rules supplement the general rules for pistols and rifles and are to be included in the overall range safety plan for muzzle loading.

1. Range commands must be obeyed at all times.
2. Smoking is prohibited, except in designated areas (parking lot) IC 7.1-5-12.
3. Loading tables must be a minimum of 8 feet to the rear of the firing positions.
4. Never discharge muzzle loading firearms over or near a loading table.
5. Load muzzle loading firearms only with recommended powder.
6. Designated spectator areas should be located at least 6 feet in back of the loading area.
7. Do not prime or cap any muzzle loading firearm until in position on the firing line.
8. Once a muzzle loading firearm is primed or capped, the muzzle must be pointed at the target area.
9. In the event of a hang fire, keep the firearm pointed down range for at least a minute and then notify the range officer.
10. Wearing adequate eye and ear protection is strongly required.
11. Muzzle loading firearms with powder and a projectile in the barrel are considered loaded even if unprimed or uncapped.

The range safety officer should inform shooters that a muzzleloader is considered unloaded when the barrel is free of powder and a projectile. Uncapped or unprimed is not “unloaded” During a cease-fire, the range safety officer should ask if the muzzleloader is unloaded before allowing shooters down range. The sound of a ramrod falling on the breech plug may demonstrate that the firearm is unloaded.

SUGGESTED RULES PERTAINING TO HYGIENE

Refrain from eating, drinking, and smoking, applying makeup, or placing your hands in proximity to your mouth or nose while on the range or cleaning a gun.
Change and wash clothing after a shooting or gun cleaning session to minimize exposure to airborne particulate lead or solvent and cleaning product residues.
Pregnant women, children under seven years of age, and others who have concerns should consult a physician before visiting shooting ranges.

RANGE RULES- RIFLE/PISTOL RANGE

1. Firearms and equipment may not be taken to or from the firing line/benches during a cease fire.
2. Shooters who arrive during a cease fire must wait until a live fire period before crossing the yellow line.
3. Users will not gather equipment and leave the range during a cease-fire period.
4. Eye and Ear protection is required.
5. When transporting firearms to and from the firing line, muzzles must be pointed up, magazines removed and actions open.
6. Center-fire rifles and slug guns are not allowed on the 25-yard range except for a few sighting shots. Notify range officer if you wish to take sighting shots.
7. A patterning range is available. Notify the range officer if you wish to use this range. This area is for serious evaluation of shot shell loads only. Targets must be approved by the RSO (turkey head or standard patterning target with concentric rings) Shot size must be legal for waterfowl turkey or smaller.
8. During live fire periods, shooters may pick up their own brass that falls between the red and yellow lines. Brass that falls beyond or down range of the firing line (red line) may be picked when instructed by the RSO.
9. Air or CO2 propelled BB/pellet guns will follow the same rules as all other firearms.
10. No eating or drinking on range. Smoking is allowed outside the chain link fence.
11. Toy guns are not allowed on the range.
12. Handguns may not be worn in a holster or concealed except by law enforcement officers on duty and in uniform.
13. The definition of a handgun is: a firearm (such as a revolver or pistol) designed to be held and fired with one hand WITHOUT the use of any additional arm bracing, shoulder, or stabilizing accessories.
14. Use of alcohol and intoxicating drugs on the range is prohibited. Individuals suspected of being under the influence of intoxicating substances will not be admitted to the range
15. Cease fire periods are determined and called by the RSO. Anyone on the range may call a cease-fire if an unsafe condition exists. When a cease fire is called, the RSO will request and confirm that all firearms be unloaded, actions open, benched, and shooters stand behind the yellow line. Shooters may post and pull targets only during a cease fire as instructed by the RSO. An open bolt indicator/empty chamber indicator (OBI/ECI) must be used if action will not lock open. OBI s may be purchased from the range office. Muzzleloaders with powder and a ball or other projectile in the barrel must be cleared even though they are uncapped or not primed. When the RSO determines that the line is safe he will allow shooters to go forward across the red line to pull and post targets. Shooters not needing to change their target must remain behind the yellow line. Firearms, ammunition, and magazines shall not be handled during the cease fire. Shooters may cross the yellow line and begin shooting when instructed by the RSO.
16. Depending on age and competency, the RSO may determine or request that minors be directly supervised while shooting or request that additional minors in a group observe from a location away from the firing line.

17. Rapid fire, shooting from the hip, shooting target holders, other range equipment, debris, or objects other than a properly posted paper target are prohibited.
18. The RSO may require a person to leave the range if the any rules are not followed, or if firearms are not handled safely.
19. First shooters of the day must remain behind yellow line after posting targets. Equipment can be placed on bench but not handled, uncased or any preparation until RSO gives a preparation period or gives the "load & fire" command.
20. If a shooter arrives during live fire, he may place equipment on bench, handle firearms and wait for cease fire to a post target.
21. Shooters may only leave firing line with firearms/equipment during live fire.

RANGE RULES- TRAP/SKEET RANGE

1. Eye and Ear protection is required
2. Maximum shot size is 7 ½
3. Use alcohol and intoxicating drugs on the range is prohibited. Individuals suspected of being under the influence of intoxicating substances will not be admitted to the range.
4. No eating or drinking on the trap/skeet range. Smoking allowed in parking lot only.
5. First time shooters must accept an instructor.
6. Actions must be open unless on a shooting station.
7. Toe pads are not allowed
8. Muzzle must be pointed in a safe direction when not shooting.
9. Maximum squad size is 6
10. All shooters in a squad will shoot from same yardage.
11. Once on the station, the shooter is to load one shell at a time for singles. Two shells may be loaded of shooting doubles.

ADMINISTRATIVE RULES

- Personnel assigned as range safety officers will be required to pass the NRA Basic Range Safety Course.
- Range hours are addressed in the current Atterbury Shooting Range Concession Agreement.
- Exclusive use of the range is prohibited unless approved by owner (DNR) or outside of normal business hours.
- Range may be open outside of the posted operating times.
- Range may be closed during extreme weather.
- A red flag will be flown during all hours of operation to indicate the range is operational.
- A copy of emergency procedures will be maintained in the rifle/pistol and trap skeet/offices. The copy will be in a prominent location to be quickly accessed in an emergency.
- A RSO has the authority to ask a person to leave the range for a day for violating any range rules. If DNR law enforcement responds, and a ticket is written for the violation, the property manager may eject the individual for a year.
- Portions of the range may be reserved for competitions and training.

APPENDIX A

SAFETY BRIEFING FOR RIFLE PISTOL RANGE

1. The RSO will ask new shooters to read range rules either as posted or on handout
2. All shooters will be given the following instructions:
3. Eye and Ear must be worn on the range (inside chain link fence)
4. Shooters are to follow the RSO commands.
5. When a cease fire is called, shooters are to stand behind yellow line after unloading and opening actions. Shooters are not to go forward of firing line (red line) to post targets until instructed to by the RSO. Firearms are not handled during a cease fire.
6. Brass may be picked up when allowed by the RSO.
7. Shooters will not resume shooting until the RSO instructs.

SAFETY BRIEFING FOR SHOTGUN RANGE

1. All shotgun range shooters are to keep the action of the firearm open and unloaded with the muzzle pointed in a safe direction until they are on the shotgun station.
2. All shotgun shooters are to possess only the same gauge of shells as the firearm they are using.
3. Once on the station, the shooter is to load one shell at a time for singles. Two shells may be loaded for shooting doubles.
4. No muzzle toe pads are to be used on the range.
5. Eye and ear protection must be used while on the range.
6. Shooters may not pick up used shells until the current round of shooting is completed.
7. Dispose of your own trash in cans provided.
8. RSO authority-The RSO has the authority to ask a person to leave the range for a day for violating any range rules. If DNR law enforcement responds, and a ticket is written for the violation of a "DNR Range Rules," the property manager will eject the person from the range or the property for up to a year.

APPENDIX B

RANGE COMMANDS

To initiate a live fire period, the range officer will give the following commands:

“Is the line ready?”	Announced by the RSO so a shooter who experiences a problem may raise an arm and call “Not ready on target....” Although mainly for competition, this will allow shooters to convey any problems to the RSO
“Ready on the right!” Ready on the left!?”	This sequence gives shooters their last chance to signal “Not ready”
“All ready on the firing line”	Confirms that the range is ready
“You may load & fire”	Informs shooters that they may begin shooting

Two minutes prior to the cease fire, the range officer will announce,

“Two minutes until cease fire”	This command allows shooters to prepare for the cease fire
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To initiate a cease fire, the range officer will give the following commands:

“Cease fire, cease fire, unload, remove magazines and open actions”	Shooters are to stop shooting, unload their firearms, remove magazines and open actions
“Stand behind the yellow line”	As shooters stand behind the yellow safety line, the range officer will verify that all firearms are unloaded and safe

To initiate a target change, the range officer will give the following commands:

“You may go forward to change targets”	After the ranger officer has verified that all firearms are unloaded and safe, this command allows shooters to go down range and post or change their targets.
“Do not handle any firearms or touch shooting benches during the cease fire”	Ensures that firearms are not to be handled while shooters are down range.
“Stand behind the yellow line after changing targets”	Allows the ranger officer to determine that shooters have returned from the target line before beginning to ready the line and allow shooting to resume.

APPENDIX C

Emergency Procedures

Atterbury FWA-Shooting Ranges

Take Charge of the Situation

- Cease fire, clear firearms
- Hold shooters behind yellow line
- Secure gate

Render Aid

- First Aid by RSO or other more qualified person on site
- Injured person must remain on site for treatment and reports

Call for Help

- Call 911, then Contact Central Dispatch
- Telephone 812-837-9536

- Notify Atterbury Fish & Wildlife Area Management
- Office 812-526-2051

- Property Manager
- Res: 812-526-6127 Cell: 317-797-5465

- Assistant Manager
- Res: 317-736-4982 Cell: 260-615-9510

- Assist law enforcement agency with collection of facts.

Signature page

The Standard Operating Procedures for the Atterbury Shooting Ranges have been reviewed and accepted by the following signatures:

_____ Date _____
Public Lands Program Manager, Division of Fish & Wildlife

_____ Date _____
Property Manager

_____ Date _____ Range
Safety Officer

_____ Date _____ Range
Safety Officer

_____ Date _____ Range
Safety Officer

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.
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 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.

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 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.

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://iot.in.gov/architecture/>. Contractor specifically agrees that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Agreement for default if Contractor fails to cure a breach of this provision within a commercially reasonable time.

CLAIMING PURCHASING PREFERENCES

Each bidder should review the various procurement preferences allowed by State statute. A summary of the preferences can be found under Programs and Preferences located at: <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) Yes ____ No ____

This is per individual line item and should be noted below

Vendor must provide information at the individual line level in regards 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:

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 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/procurement/supplier-resource-center/programs-and-preferences/buy-indiana/>. 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 RFQ 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 qualify 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.

7. Are you claiming the preference for soybean oil based ink (IC 5-22-15-18) Yes ___ No ___

8. Are you claiming the preference for soy diesel/bio diesel (IC 5-22-15-19) Yes ___ No ___

9. 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 it 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).

10. Are you claiming the preference for Indiana farm products (IC 5-22-15-23.5) Yes ___ No ___

11. Are you claiming the preference for foods/beverages that contain high levels of calcium (IC 5-22-15-24)
..... Yes ____ No ____

12. Are you claiming the preference for Businesses providing specialized employee services (IC 5-22-15-26)?
..... Yes ____ No ____

If yes, submit the completed Affidavit of Eligibility with solicitation response.

<https://www.in.gov/idoa/procurement/supplier-resource-center/programs-and-preferences/preferences/>

INDIANA VETERAN OWNED SMALL BUSINESS RFQ 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 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 IVOSB list at

<https://www.in.gov/idoa/indiana-veteran-owned-small-business-program/>.

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 total amount proposed.

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 IVOSB list <https://www.in.gov/idoa/indiana-veteran-owned-small-business-program/>, **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://veterans.certify.sba.gov/>, to show current status of certification.
- IVOSB must have a Bidder ID (see [Section 2.3.8](#) - Department of Administration, Procurement Division).
- 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://veterans.certify.sba.gov/> under INDIANA or at State of Indiana Certified IVOSB list at <https://www.in.gov/idoa/indiana-veteran-owned-small-business-program/>. Must be used to provide the goods or services specific to the contract.

INDIANA VETERAN OWNED SMALL BUSINESS RFQ SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the IVOSB(s) 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. For scoring purposes only, the IVOSB subcontractor amount and subcontractor percentage is 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.

The State may deny evaluation points if the letter(s) is/are not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the **"TOTAL BID AMOUNT"** and the anticipated period that the Subcontractor will perform work for this solicitation.

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 involving the regulations governing the IVOSB Subcontractor Commitment Form 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/indiana-veteran-owned-small-business-program/>.

STATE OF INDIANA IVOSB SUBCONTRACTOR COMMITMENT FORM

RFQ#:

TOTAL BID AMOUNT:

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

Company Name:	Contact Person:	
Address:	E-mail:	
	Telephone Number: ()	Fax Number: ()
Sub-Contract Amount:	Describe service/product to be provided and how this is a Valuable Scope Contribution of the Contract:	
Sub-Contract Percentage of Total Bid:		
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.

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Vendor and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions, including, but not limited to, suspension of contract payments, termination of the contract or agreement 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 manufacture, 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 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.

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 <https://www.in.gov/ig/commission/>. 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.

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.

ANY EXCEPTIONS ARE TO BE NOTED BELOW AND LISTED BY LINE ITEM NUMBER.

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.

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 _____

FEDERAL ID NUMBER _____ (Please circle to indicate if your FIN is a TIN or SSN)

ORDERING ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

REMITTANCE ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

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

NORTH AMERICAN INDUSTRY CLASSIFICATION SYTEM (NAICS CODE) _____

TELEPHONE NUMBER (_____) _____

E-Mail address: _____

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, _____, the undersigned _____
(Signature) (Print Office Held)

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