

Order # Date Required Date Page 0016550114 03/17/2016 03/17/2016 1 of 3 Requisition Number: 0000033608 Vendor ID: 0000334415 REMIT001 Agency: 00100 State Police Pay Terms: 35 Days in Arrears Fund/Object/Center: 44180/ 531045 / 366000

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	DIGITAL STAKEOUT INC	Ship To	Indiana State Police	
Remit to	234 MOREELL RD STE 360 KNOXVILLE TN 37919		Investigation 100 N SENATE AVE RM 340	
	NOXVILLE IN 07010		INDIANAPOLIS IN 46204	1 2
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			17111 JULY GOST	tir July
	DIGITAL STAKEOUT INC	Bill To	State Police	7
Vendor	234 MOREELL RD STE 360		Indiana State Police	
Name Address	KNOXVILLE TN 37919		Purchasing Section 100 N SENATE AVENUE	
Audiess			IGCN N340	
			INDIANAPOLIS IN 46204	
Vendor	Name:	Buyer	Name: Dutton,Lynne-100	
Contact	eMail:		eMail: LDutton@isp.IN.gov	
	Phone:			
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Item No	Description (FOB Destination	ation) Qty Orde	red Qty Recd UOM Unit Price	Extended Amt
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			ed above were received. All commodities appeared to co d no patent defects, except as otherwise noted.	mionn io
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# Dutton, Lynne J.

From:

**IDOA Special Procurement Requests** 

Sent:

Wednesday, March 16, 2016 1:23 PM

To:

Dutton, Lynne J.; IDOA Special Procurement Requests

Subject:

RE: ISP special procurement approval

**Attachments:** 

201603111444.pdf

This special procurement request is approved by IDOA. This email serves as your approval and should be kept in the contract file along with pertinent special procurement documents. As this PO is within your agency delegation, you may issue it to the vendor now.

Stan Judson Director of Account Management Indiana Department of Administration

402 W. Washington Street W468 Indianapolis, IN 46204 P:317.234.6673 F: 317.232.7312 sjudson@idoa.in.gov

-----Original Message-----From: Dutton, Lynne J.

Sent: Friday, March 11, 2016 2:46 PM

To: IDOA Special Procurement Requests <idoaspecprocreq@idoa.IN.gov>

Subject: ISP special procurement approval

Please approve

Thanks,

Lynne Dutton Indiana State Police 317-234-4216 FAX: 317-233-6668

----Original Message----

From: fiscalcopier@isp.in.gov [mailto:fiscalcopier@isp.in.gov]

Sent: Friday, March 11, 2016 2:45 PM
To: Dutton, Lynne J. <LDutton@isp.IN.gov>
Subject: Message from "RNP002673ABCC20"

This E-mail was sent from "RNP002673ABCC20" (Aficio MP 7502).

Scan Date: 03.11.2016 14:44:57 (-0500) Queries to: fiscalcopier@isp.in.gov



E-mail this completed form to the IDOA Procurement Division at <a href="mailto:idoaspecprocrea@idoa.in.gov">idoaspecprocrea@idoa.in.gov</a>.

- 1) March 9, 2016
- 2) Indiana State PoliceLynne Dutton232-1122 Idutton@isp.in.gov
- 3) Relevant Indiana Code (per 5-22-10): 5-22-10-13 Single source for supply Value of Proposed Contract or Purchase: \$13718.00 Recommended Vendor: DigitalStakeout Inc.

<u>Detailed Justification that Validates Special Purchasing Method</u> Please identify any supplemental supporting documents.

- 4) Describe the product/services the vendor will provide (note if it is state or federally mandated) and explain why this meets the special purchasing method listed above. To be able to geolocate all social networking post in an area to further an investigation(s) as well as to perserve officer safety on targeted meth labs, drug hotline suspects, drug targets in a Title 3 investigation, hand-to-hand buy areas, public safety events and suspects. This is necessary at this time so the unit can provide the most accurate, up to date information in a case and to be able to provide the best analysis of a drug meth lab, drug buy, and other drug case as well as a threatening situation. Without this, the department loses vital, critical information that affects officer safety.
- 5) Detail the research performed to determine this product/service is the best solution for the state.

This company is a sole source provider of these services, going beyond all other companies. They provide deleted posts to which no other service provider captures or provides, training to use their data efficiently, unlimited storage for a year or longer, and daily update queries on suspects. They have an ex-LE analyst developing program and training. This data is essential to drug, child, and public safety cases.

6) Provide all vendors' names and quotes and describe why this vendor was chosen.

Digital StakeOut

Total Price \$ 13718.00

2.

Total Price \$

3. Total Price \$

6a) If less than three quotes were obtained; explain why the price is fair and reasonable under the circumstances. within industry standards.

Approved By:

Head Procurement Agent

ent Dep

Department of Administration

State Budget Agency

Date: 3-11-14	Date:	Date
(month, day, year)	(month, day, year)	
Information Technology		

Date: (month, day, year)

Date: (month, day, year)

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4425 Alexander Drive

Suite 160

Alpharetta, Georgia 30022

United States

Prepared By

David Stiers

devid@digitaistakeout.com

Inital Term

Email

13

Created Date

2/15/2016

Expiration Date

3/25/2016

Quote Number

2015082142

Description

DigitalStakeout will price proteof our Indiana

State Police for 3 years.

Year two, the annual cost will be \$14,404. Year three annual cost will be \$15,124. These will be

billed annually.

Billing Frequency

Yearly

Prepared For

Account Name

Indiana State Police

Phone

317-232-8807

Contact Name

Stacey Gosnell-Day

Email

sgusnell-day@lsp.in.gov

Вито

Indiana State Police

Criminal Intelligence Unit (CIU) IGCN-100 N Senate Ave Indianapolis, Indiana 45204

United States

# What is DigitalStakeout?

Before DigitalStakeout, being proactive with intelligence-led security came with barriers to entry – cost, quality and complexity. Our team's extensive background in data mining, cyber security and intelligence have broken these barriers. We've developed a world-class Software-as-a-Service (SaaS) web data collection and analytics platform to enable our customers to detect and anticipate evolving threats and discover the unknown unknowns on the Internet.

Our private industry, federal, state and local government oustomers from around the globe use our platform to mitigate timeals to their mission. Our technology has enabled our customers to prevent the loss of life, onset of violence, destruction of properly, loss of revenue and harm to reputation.

## **Key Benefits**

DigitalStakeout offers several important benefits, including:

- \* Situational Awareness: Proactively identify and mitigate threats from an all-source capable solution.
- · Risk Reduction: Reduce susceptibility and the finacial, operational and legal impact from incidents.
- \* Efficiency: Reduce time & resources required to produce valuable intelligence and deal with false positives and alert fatigue.
- \* Compliance: Satisfy security, policy and regulatory requirements for monitoring.
- Minimal Deployment Risk: Deployments are rapid, flexible, contextual and scalable with no hardware or software to install,

## **Key Features**

# Web-Based Cloud Solution

DigitalStakeout is a cloud-based solution that mines the social wab in real-time and reveals what matters, so that you have the insights they need to manage risk and mitigate threats with intelligence-led security. There is no hardware or software to install. All you need is a current prowser.

#### Essential Coverage & Scale

Automatically collect, process and analyze data from millions of linternet sources from the social web in real-time. Search with a single search stream or configure hundreds of words, phrases, hashings, geo-fences and other supported search types with a 99.99% up-time SLA.

#### Unlimited Configuration Options

Create the configuration your use case requires without limitation. Your subscription allows you unlimited users, geo-tences, searches and alerts.

## Real-time or Historical Mode

View search results, discoveries and analytics in real-time as data is collected or access collected data to outld historical dashboard, console and analytic views on a year's worth of data on-demand in seconds.



4425 Alexander Drive Suite 160 Alpharetta, Georgie 30022 United States

Geo-Fence Search & Location-Based Analytics

Perform automated location based manitoring and enalysis with a single or multiple circular, polygon, inferred or USNG geo-fences over places of interest in the world in parallel. Summary views enable analysis to view an eggregation of fences. Single tences can be analyzed by geo-point, polygon, cluster or heal-map with Boolean searching and faceted navigation.

#### Firehose Power Rules

Arialysts can bypess the DigitalStakeout search bulifer UI to create command-line rules from supported firehose sources such as Twitter, Tumbir, Disgus and WordPress. Analysis can create search rules that support 30 positive and 50 negative operators and create the search stream of their choosing.

Named Entity Recognition

Automatically identify and extract people, places, things, events and other entities from all collected data into a normalized format. Extracted entities can be used as filters throughout the product.

**Activity Enrichment** 

Activity Enrichment automatically extend the context of processed data with extracted objects such as screen name, hashtags, mentions, uris, generator, content type, etc. Activity enrichment are stored as entities that can be used as filters or for analytics throughout the product.

#### Location Enrichment

Location Enrichment automatically extend the context of processed data with extracted location information such as GPS coordinates, place, city, state and country. Location enrichment are stored entities that can be used as filters or for analytics throughout the product.

#### Cyber Enrichment

Cyber Enrichment automatically extend the context of processed data with extracted forensic information such as meta-data. IP address, host name, top-level domain, ISP. AS Name, etc. Cyber enrichment are stored entities that can be used as filters or for analytics throughout the product.

#### Attribution DB

Authenticate and map important identities to groups and individuals to build a reference knowledge base. Attribution DB supports the tagging and association of non-criminal and criminal intelligence giving immediate context to an analyst reviewing associated results connected to authenticated accounts. Attribution DB objects can be used as filters or for analytics throughout the product.

intelligent Discovery

Intelligent Discovery is industry's most accurate, current and comprehensive classification of threat-oriented posts. Using proprietary machine-learning algorithms, Intelligent Discovery categories and maintains definitions of more than 25 categories including physical threats, cyber threats, criminal activity, crists events, natural disasters and other security relevant categories. Intelligent Discovery is adjustive to negate sarcasm and new detections are updated on a weekly basis.

### Search2Graph

Create a social graph from your data in seconds. Search2Craph enables analysis to visualize & litter connected conversations, by hashtag, locations, categories and other entities from any collection into a social graph by date and time in a readable and user-friently force-directed layout.

#### Emoji Analytics

The industry's first and only emoli threat analysis capability, analysts can detect threats by those only using symbols that would indicate any intent or harm physically, intellectually, or otherwise. Emoli are extracted as entities and can be used as filters or fields in the Digital Stakeout dashboard, consule, elerts and other analytics.

### Hit Term Scorers

Hill Term Scorers enable analysts to quickly canvas results and save hours of review with 10+ canned templates such as Active Shooter that each have hundreds of potential words, phrases, tokens and other elements that are statistically associated to each theme. Users can also build their own templates and prioritize the weight term or phrases have in their results. Hit Term Scorers can be used as filters to reduce noise in the dashboard, console, plents and analytics.

#### **Summary Analytics**

Interactive analytics enable to analysis to summarize trend, and filter data by time and target collection. Analysis can review word clouds and other visualizations based on target fields and options in summary analytics.

#### Investigative Analytics

Investigative analytics enable to analysis to save time by rapidly unearthing the non-povious. Over 10 investigative analysis to filter data by time and a specific context that are commonly used for threat analysis.

# Boolean & Faceted Searching

Search and analyze over 10 million results over 90 days in seconds. Boolean searching and faceted navigation enables analysis to quickly litter and review raw results. Analysis can create saved views to make repeated queries officient.

#### **Rules & Actions**

DigitalStakeout enables you to take action on automated discoveries. Rules allow you to create email atoms, attach content to a case, auto rag content or publish sharts to a REST API to integrate into other systems.

#### Privacy & Security

User level data controls enable compartmentalized access to sensitive data. Detailed activity fogging, privileged user analytics, user activity rules and alerts enable enforcement to applicable compliance, policy, procedures and privacy requirements.



4425 Alexander Drive Suite 160 Alpharetta, Georgia 30022 United States

#### Why DigitalStakeout

#### Commercial Access to Data

DigitalStakeout has contractual "full" fire hose level access to numerous public social media sources (Twitter, Facebook, Tumbir, Disqus, Foursquare and WordPress). DigitalStakeout supports social media data collection from instagram, VK, Flickr, Reddit, Youtube, Google+ and more. If needed, DigitalStakeout customers can purchase access to access the full archive of public Twitter data, all the way back to the very first tweet from March 21, 2006.

#### We Understand the Problem

Our team's career experience in is cyber security, law enforcement, intelligence, and decision science. We have an intimate understanding of the cyber intelligence challenges analysts, investigators, detectives and others face when searching social media for actionable intelligence.

### **Technology to Solve Problems**

Over the years we've developed capabilities such as real-time social media analytics, geo fencing since 2010, localizing non-geo data, automated discovery and other capabilities that make our customers successful. The majority of our technology is built to solve the problems our customers tell us they have. Every month we update the DigitalStakeout platform. As a customer, you will see your opinion and feedback become reality in the product.

## Jack of One Trade = Expert

DigitalStakeout helps organizations that need to leverage the power of social media mitigate risk, anticipate threats, and to uncover actionable intelligence that effects the health, security or well-being of people. With this focus comes experience and insight to support you through the serious problems you are trying to solve. We're passionate about making a difference with the technology we build.

#### Discover More, Less Effort

DigitalStakeout's Intelligent Discovery \*\* & HIT capability enables purpose driven revelations so users don't have to casually browse social media data. With DigitalStakeout, you can search smarter and solve problems faster. You don't have to spend hours reading documentation, going to training, or learning a complex language before you can get started. Simple & power users benefit from capabilities such as faceted navigation to make discoveries intuitive and easy to step through. DigitalStakeout is constantly improving to be easier to use and to provide you insights faster.

#### Quote Line Items

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		Sublotal	\$13,718.00	
		Discount	0.00%	
		Total Price	\$13,718,00	

#### Terms and Conditions

This DigitalStakeout Quote is subject to the Terms and Conditions set at http://www.digitalstakeout.com/terms-of-service/. Payment is due prior to provisioning service. This Quote will become a service agreement between you "Customer" and DigitalStakeout Inc. ('DigitalStakeout') once it is signed by you or a Purchase Order is generated. You hereby acknowledge that you are accepting this Agreement on behalf of such Customer, that you have the authority to bind Customer to this Agreement, and that Customer will be bound by this Agreement.

Acceptance	
Customér	DigitalStakeout inc.
Print Name:	Print Name:
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Signature:	Signeture:
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Title:	Title:



4425 Alexander Drive Suite 160 Alpharetta, Georgia 30022 United States

Dale:	Date:

No. 1074	P	4
Solicitation	#	

## **TERMS AND CONDITIONS**

- 1. ACHOROWILEOGRAEMT: 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.
- PRICENS: Unit price must be entered and extended, and the lotal price of the solicitation must be shown. If there is an error between the unit price and lotal price, the unit price shall prevail.
   Awarded Prices: Prices issed for each item are firm and cannot be changed. Any revision in price may be rejected at the discretion of the N Dept. of Administration, and may result in cancellation of the Purchase Order without recourse on the part of the awarded Contractor.
- 2. TERMINATION FOR CONVENIENCE: This Agreement may be isominated, 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 attended by delivery to the contractor of a Termination Molece at least thirty (30) days prior to termination effective date, specifying the extent to which performance of services under which such 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 lunds are not appropriated or otherwise available to support confinuation of performance of this Agreement, this Agreement shall be canceled. A determination by the Budget Director that hands are not appropriated or otherwise available to support confinuation of performance shall be limit 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/coursely insurance, as required by the State. Upon request, the Contractor shall furnish a certificate of insurance showing coverage acceptable to the State.
- 5. DELINERY: 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 deliverand writin the time specified on the Purchase Order, or within a reservable 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 univerted. Each package shall be numbered and labeled with the State's Purchase Order number, contents and weight, and shall content packing say and be properly packed for shipment.
- 7. QUANTITY: Goods shipped in excess of quantity designated in the Parthese Order may be returned at the Contractor's acquaints.
- 8. COMPLIANCE WITH SPECIFICATIONS: The goods and/or services shall contend to the specifications, drawings, or samples specified or furnished in connection with the biddytoke, all of which are incorporated herein. The Contractor wentents all goods and/or services delivered to be free from defects of material or workmarship. This wententy 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.
- S. WARRANTY: The Contractor will havish all parts and mainlenance at no charge for a period of at least 90 days or the meriutaciurer's standard warranty, whichever is longer, provided that such maintenance and parts are not required herause of accident, neglect, misuse, or force majoure event. Contractor shall be responsible for removal and/or deposed of all replaced parts. Prior to the explanation of the warranty period, whenever equipment is shaped for a mechanical replacement purpose, the Contractor shall been all cost of such shapenent 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 his Agreement violates any third party intellectual property rights including, but not limited to, potents, copyrights, trademarks and frade secrets.
- T1. PAYMENTS: All payments that be made in arrears in conformance with State fiscal policies and procedures and, as required by IC4-13-2-14.0, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Autitor of State. No payments will be made in advance of receipt of the goods or sandow that are the subject of this Agreement sweept as permitted by IC 4-13-2-20.
- 12. COMPLIANCE WITH LAWS: The Contractor egrees to comply with all applicable federal, state, and local laws, rules, negulations, 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 estamine 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 carrily that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of () IC 24-4.7 [Telephone Solicitation of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Disting Machines) in the greatest three hundred stay-five (365) days, even if IC 24-4.7 is preempted by federal tax; and (8) the Contractor with not violate the terms of IC 24-4.7 for the duration of the Regression of the Contractor and any appear adopt a day appear adopt on behalf of the Contractor on behalf of an afficient 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 first hundred saidy-five (365) days, even if IC 24-4.7 is preempted by federal law; and (8) 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. NONIONECRIMINATION: Pursuant to 10 22-9-1-10 and Civil Rights Act of 1964, the Continuous 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, terms, conditions or privileges of employment or any matter directly or indirectly (eleted to employment, because of race, religion, sec, disability, national origin, assumption or substances, and its subcontractor(s), if any, shall comply with all applicable estimative action reporting requirements. Between of this coversant may be regarded as a material breach of this coversant may be regarded as a material breach of this coversant may be regarded as a material breach of this Agreement.
- 15. DRUG-FREE WORKPLACE CERTIFICATION: As required by Excusive Order No. 90-6, the Contractor hereby coverants 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 Contractors workplace.
- 16. TAXES: Prizes listed on an knoice submitted by the Contractor for payment is not to include any last for which the State is exempt. The State will furnish a tax azempt contractes, 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 ernot that either party is unable to perform any of its chigations under this Agreement, or to major 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 effected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon moster of such notice, all obligations under his Agreement shall be immediately suspended. If the period of imperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so effected 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. DIFFORMATION TEXPHOLOGY ENTERPRISE ARCHITECTURE RECVIREMENTS: If Contractor provides any information technology related products or services to the State, Contractor shall comply with all indicate Office of Technology (IOT) standards, policies, and guidelines, which are online at <a href="http://bct.im.gov/enclate/unitechne/">http://bct.im.gov/enclate/unitechne/</a>. Contractor specifically agrees that all hardware, software, and son/loss provided to or purchased by the State shall be competible with the principles and yours contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 CS U.SC. 794(f) and IC 4-13.1-3. Any deviation from those architecture requirements must be approved in writing by IOT in advance. The State may harmitize this Agreement for default if Contractor feits to cure a breach of Fits provision within a commercially reasonable time.

Feb.	11.	2016"	9:03AM
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No. 1074	P.:	
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Solicitation	#:			
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# **CLAIMING PURCHASING PREFERENCES**

Each bidder should review the various procurement preferences allowed by State statute. A summary of the preferences can be found on pages 15-18 of the Vendor Handbook located at: <a href="http://www.in.gov/idoa/procd">http://www.in.gov/idoa/procd</a>

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

1.	Are you claiming the U.S. Manufactured Product Preference (IC 5-22-15-21)  This is per individual line and should be noted below  YesNo	X
	Vendor must provide information at the individual line level in regards to this preference If yes, the bidder is certifying or penalties of perjury that each of the bidder's end products, except those listed under the Exceptions section, is a timenulactured Product as described in IC 5-22-15-21. A product is manufactured in the United States, if the cost of components mined, produced, or manufactured in the United States exceeds 50% of the cost of all its components. determining if a product is manufactured in the United States, only the product and its components shall be considered.)	U.S. (its
	Please list what line items this preference will apply to:	-
2.		
3.	Are you claiming the Preference to Coal Mined in Indiana (IC 5-22-15-22)  YesNo	<u>X</u>
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 for 1,2, and 3, fully complete Indiana Economic Impact Form (State Form # 51778, and include it with your bid/proposal. If you are claiming this prefere based #4 of #5, please submit the documentation as requested under each category.	the
	(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 as payments of \$2.5 million or more shall qualifies as an indiana business under category \$4. If an out of slate company does not none of these criteria, it can submit documentation/ustification to the State for naviow for inclusion under this category. To verify your company qualifier you can e-mail business/sizefalca.in.cov. Submit the response received for verification purposes.	neci
	(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 (DY unemployment laxes (DWD), payroll withholding laxes (DOR), or Corporate income Taxes (DOR); qualifies as an indiana busin under category #5. To yearly that your company qualifies you can e-mail <u>busindernatives@block.in.gov</u> . Subsolt the response received verification purposes.	QC.
<b>5</b> .	Are you claiming the Indiana Manufactured Preference (IC 5-22-15-20.5)  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 production proposed is in the State of Indiana.	¢ts.
6.	Are you claiming the preference for supplies that contain recycled or post-consumer materials (IC 5-22-YesNo)	/
	The preference does not apply when the purchase description is limited to a supply that contains recyclimaterials or post-consumer materials	ed
	If yes, a manufacturer's certification must be submitted for each liem or group of items for which the offeror is seeking preference or the preference may not be considered.	) à

# **CLAIMING PURCHASING PREFERENCES**

<b>.</b>	Are you claiming the preference for soybean oil based ink (IC 5-22-15-18)	Yes No X
<b>)</b> ,.	Are you claiming the preference for say diesel/bio diesel (IC 5-22-15-19)	Yes_No_X
). <sub>.</sub>	Are you claiming the Indiana Small Business Preference (IC 5-22-15-23) If yes, bidder must indicate which category of small business concern applies:	Yes No X
	Wholesale business with annual sales of four million dollars (\$4,000,000) or less during its last fis business, means a business that derives its principal source of income (over 50% of gross revelations, other merchants, or industrial, institutional or commercial users who will use the goods I use. This definition distribution activities.	enues) from sales to
	Service business with average sales of five hundred thousand dollars (\$500,000) or less for the of three (3) fiscal years and which employs no more than beenty-five (25) persons. "Service business that derives its principal source of income (over 50% of gross revenues) from the sale of useful intellectual, literary, or scientific labor from which no necessary tangible commodity is derived.	i, " means a business
	Retail business or business selling services with annual sales and receipts of five hundred thousa or less. "Retail business," means a business that derives its principal source of income (over 50% of the sale of supplies to the utilimate consumer.	
	Manufacturing business, which employs no more than one hundred (100) persons. "Manufacturin business that derives its principal source of income (over 50% of gross revenues) from the sa produces at its own facility made from raw, unlinished materials, as distinguished from the final produces."	we of goods the firm
	A business in any of the following sectors is not a small business if it employees more than one hun If its annual sales exceed 5 Million dollars (\$5,000,000):  (A) Information Technology  (B) Life Sciences  (C) Transportation  (D) Logistics	dred (100) persons or
	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)
Q.	Are you claiming the preference for indiana farm products (IC 5-22-15-23.5)	Yes No X
11.	Are you claiming the preference for foods/beverages that contain high levels of calcium	(IC 5-22-15-24) Yes NoX

Solicitation #:\_\_

SF47895 (ELEC1/12)

### MINORITY & WOMEN'S BUSINESS ENTERPRISES SUBCONTRACTOR COMMITMENT FORM

in accordance with 25 IAC 5-5, if the purchase is for a Commodity/Services the contract goal for this solicitation is 4% Minority participation and 9% for Women participation. It is the intent of IDOA Procurement Division to meet or exceed the above mentioned MWBE goals. If participation exists the vendor must submit with its quote/bid a MWBE Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at www.in.gov/idoa/mwbe. If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this quote/bid and the cost of direct supplies for this quote/bid. Respondents must complete the Subcontractor Commitment Form in its entirety.

The Department reserves the right to verify all information included on the MWBE Subcontractor Commitment Form,

Respondents are encouraged to contact and work with MWBED at 317-232-3061 to design a subcontractor commitment to meet established goals as referenced in this solicitation.

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

- Must be listed on the IDOA Directory of Certified Firms
- Each firm may only serve as one classification MBE or WBE
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms.
   Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- Must serve a commercially useful function. The firm must serve a value-added purpose on the engagement.
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at www.in.gov/idoa/mwbe
- Must be used to provide the goods or services specific to the contract
- National Diversity Plans are generally not acceptable

# MINORITY & WOMEN'S BUSINESS ENTERPRISES SUBCONTRACTOR LETTER OF COMMITMENT

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

By submission of the quote/bid, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's MWBE Program. Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women's Business Enterprises Division at (317) 232-3061 or mwbe@idoa.in.gov.

# STATE OF INDIANA MBE/WBE SUBCONTRACTOR COMMITMENT FORM

Quote/Bid //	
DIF DATE:	
DUE DATE:	The state of the s
TOTAL Quote/ BID AMOUNT:	
IOIAL GUORN BID AROUNI:	
O MBE Firm O WBE Firm	
Company Name:	Contact Person:
Address:	E-mail:
	Telephone Number: Fax Number:
Sub-Contract Amount:	Describe service/product to be provided:
Sub-Contract Percentage of Total Bid:	
Provide approximate dates when Sub-Contractor will perfo	em on this project:
William Control of the Control of th	
MBE Firm D WBE Firm	
Company Name:	Contact Person:
Address:	E-mail:
	Telephone Number: Fax Number:
Sub-Contract Amount:	Describe service/product to be provided:
Sub-Contract Percentage of Total Bid:	
Provide approximate dates when Sub-Contractor will perform	rm on this project:
Respondent Firm	Telephone Number
Address	Fax Number
City/State/Zip Code	Email Address
Representative	Authorizing Signature
Date ☐ Please c	Printed Name and Title heck if additional forms are attached,

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

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Solicitation	#;



# INDIANA ECONOMIC IMPACT - PROPOSALS AND CONTRACTS

State Form 51778 (A4 / 1-05)
DEPARTMENT OF ADMINISTRATION
Approved by State Board of Accounts, 2006

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

D. Carlotte and G. Carlotte an	Diated Stateout Inci
Legal Name of firm:	Digita 3 (d. 40c) 3 h C
Address/City/State/Zip Code:	234 Morral/ Pd, Suite 360, Knoxville TN 37919
Telephone #/Fax #/Webeits:	865-405-4320 plan-865381-1970 Fox - www. digitalstateur
Federal Tax Identification	
Number:	27-1615965
State/Country of	111-4
domicile/incorporation:	Georgia / USA
Location of firm's	4495 Alexander Drive Svite 160
headquarters or principal	1 1 0 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
place of business:	Alphoretto, GA 30022
Name of parent company or	1 11x
holding company (if	l N/A
applicable):	
State/Country of	11/1/1
domicile/incorporation of	The state of the s
company listed in #7:	
Address of company listed in	N/A
#7:	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
IN Department of Workforce	The state of the s
Development (DWD) account	NA
manber:	
IN Department of Revenue	NIA
(DOR) account number:	
Number of Indiana resident	
employees per most recently	
completed IRS Form W-2	
distribution:	
	7
Total number of employees	16
per most recently completed	
IRS Form W-2 distribution: Total amount of payroll paid	
to indiana resident	<b> </b> ♥
the section of the transfer of	
employees per most recently	
completed IRS Form W-2	
distribution:	
Total amount of payroll paid	
to all employees per the most	\$ 650 706,37
	the son to all
recently completed IRS Form	
W-2 distribution: Total amount of this	, i
proposal, bid, or current	H in all
contract:	# 13,718
Landet	77 7 7 1 1 6

Solicitation #:\_\_\_\_

ACCOUNTING OF INDIANA RE	SIDENT
17 Prime Contractor Company Name:	V/A
18 Number of Full Time Equivalent (FTE) employees that are Indiana residents specifically for this proposal or contract:	NA

19 Subcontractor Company Name:	NA		
20 Address/Contact Person/Telephone Number/Tax ID Number:			
21 Number of Full Time Equivalent (FTE) employees that are Indiana residents specifically for this proposal or contract:	0		

2 Affirmation by authorized office	into I affirm, upder penalties of perjury that the foregoing representations are true to be the
Signature:	Mar 11 Mar
Name of auththorized official:	tomos - brown
Title:	(10
Date:	2/12/16

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Solic	ita	Ηĸ	on #:			

SF44260(ELEC2/06)

## DRUG-FREE WORKPLACE CERTIFICATION

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

## SECRETARY OF STATE REGISTRATION

In accordance with IC 5-22-18-4, 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, 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 Socretary of State and that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and it agrees that it will immediately notify the State of any such actions. The respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Any respondent agrees that the State may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that State may bar the respondent from contracting with the State, cancel existing contracts, withhold payments to set off such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

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Solic	if:	afi	inn	#		

#### 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 <a href="http://www.in.gov/ig/commission.html">http://www.in.gov/ig/commission.html</a> 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 Cuotation/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 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 (ails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

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# **NON-COLLUSION CERTIFICATION**

This is to certify that the Bidder, being duty 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, collision 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 Digita State out Inc. FEDERAL ID NUMBER 27-16/59/3 (Please circle to indicate if your FIN
is a Tily or SSN)
ORDERING ADDRESS 4425 ALCXANON Drive Suite 160
CITY A PAYTHO STATE GA ZIP CODE 300 22
REMITTANCE ADDRESS 234 MOLLI / Rd Sulfp 360
CITY FULLULA STATE TN ZIP CODE 37919
TYPE OF BUSINESS (i.e. Corporation, Sole Proprietor, LLC, etc)
NORTH AMERICAN INDUSTRY CLASSIFICATION SYTEM (NAICS CODE) 51/2/6
TELEPHONE NUMBER (865) 405 4300
E-Mail address. JBROWN @ Sigital States of CUM
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.
1. Your A hour the undersigned CFO
(Signaturé) (Print Office Held)
of the above named bidder under penalties of perjury this 10 day of FCGYUNY, 2016, certify
that I hold the aforementioned Office in the above bidder and that the representations are true and accurate.

ndisna State Police 100 N Sensie Ave, ICCN - 340 Indianapolis, IN 46219

# facsimile transmittal

Digital Stakeout

865-381-1930

From: Lynne Dutton Purchaser

2/11/2016

Request for Quote

15 (including this page)

Attached is Request for Quote #33608. Please fill out and return all pages.

Be sure to include all shipping charges or fuel surcharges. Any charge

not on quote will not be paid. Quote returned without all paperwork or incomplete paperwork WILL NOT BE CONSIDERED.

The State pay invoices 35 days in arrears.

If you have any questions, you can reach me using one of the methods below.

Phone: 317-234-4216

FAX: 317-233-6668

Secondary fax#: 317-232-0652 e-mail: ldufton@isp.IN.gov

Thank you,

Lynne Dutton, Purchasing Administrator I

(rev 08/21)

# STATE OF INDIANA

Request for Quotation

SOLICITATION NO: DODDCI3608 ALL PAGES OF THE PACKET MUST BE RETURNED FOR YOUR

QUOTE TO BE CONSIDERED

REQUEST FOR: DigitalStakeout Threat Intelligence

REQUESTED BY: Indiana State Police

Lynne Dutton REQUESTOR:

PHONE: 317-234-4216

FAX: 317-233-6668

YOUR RESPONSE MUST BE RECEIVED BY: February 18, 2016 by 11:00 AM EST

# 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,
- Maxwally sign the Signature Page and Contract if applicable.
- Fax or mail 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.
  - If you have questions regarding this request, contact the requestor listed above.

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 electronically, visit <a href="https://www.in.gov/idoa/2464.htm">http://www.in.gov/idoa/2464.htm</a>. To get help or to verify your registration status, please call the Procurement Division at (317) 234-3542