

NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Cooperative School Services on behalf of its member IN public schools ("School"), is requesting proposals from qualified organizations to provide Medicaid data management and billing solutions ("Services").

The proposals will be received until August 25, 2022, at 3:00 p.m. (EST). Proposals must be delivered to Patti Kem, Cooperative School Services, 1389 Saint Gaspar Drive, Rensselaer, IN 47978 and via pkem@cooperativeschoolservices.org. All proposals received after such time will not be considered and returned to the respective submitter unopened.

Discussions may be conducted with, and best and final offers obtained from, responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award. Following evaluation of best and final offers, each School may select for final contract negotiations/execution the offers which are most advantageous to that School, considering price and the evaluation factors in the Request for Proposals ("RFP Documents").

Contracts may be made with more than one offeror whose proposals are determined to be advantageous to each School, taking into consideration price and other evaluation factors set forth in the RFP Documents. The factors and criteria that will be used in evaluating the proposals and the relative importance of price and the other evaluation factors are set forth in the RFP Documents. The proposals must be submitted according to the requirements outlined in the RFP Documents and properly executed.

The RFP Documents for the Services are on file with Cooperative School Services and may also be examined at <https://www.cooperativeschoolservices.org/>

All offerors must comply with applicable laws and requirements outlined in the RFP Documents. Offerors must also be able to and meet all requirements found in applicable federal procurement (e.g. 2 CFR§ 200; 48 CFR § 52), public purchasing (e.g. Ind. Code § 5-22), and other public contract statutes.

Prior to approval and execution of each School's contract(s), the responsible offeror who submits proposals determined to be reasonably susceptible of being selected for award must furnish satisfactory evidence showing evidence of financial responsibility, and it can faithfully perform the contract, timely delivery, and all obligations arising hereunder.

Each School expects to award the contract(s) for the Services at their September 2022 Board meetings to the responsible offeror(s) whose proposal is determined in writing to be the most advantageous to that School, taking into consideration price and the other evaluation factors set forth in the RFP Documents. Each School reserves the right to hold proposals, including any alternates, for up to 60 days from the date of the opening. Each School reserves in its sole discretion the right to cancel the solicitation, reject any and all proposals in whole or part, delay the opening, ask for new proposals, is not obligated to accept the lowest or any other proposal, and may waive any irregularities, discrepancies, omissions, variances or informalities in the request for proposal procedure.

Questions regarding the contract(s) or requests for fair and equal treatment, can be directed in writing to: Patti Kem, Cooperative School Services, 1389 Saint Gaspar Drive, Rensselaer, IN 47978 and pkem@cooperativeschoolservices.org

****Publish in August 1 & 8, 2022 newspapers and post on cooperative and school websites****

Request for Proposal by
COOPERATIVE SCHOOL SERVICES

Response Due Date: August 25, 2022 by 3:00 PM EST

SECTION I: GENERAL INFORMATION AND REQUESTED SERVICES

1.1 INTRODUCTION

Cooperative School Services on behalf of its member IN public schools ("School") intends to solicit responses to this Request for Proposals (RFP) for qualified organizations to provide Medicaid data management and billing solutions. This RFP and addendums are being posted at www.cooperativeschoolservices.org Neither this RFP nor any response submitted hereto are to be construed as a legal offer.

1.2 DEFINITIONS AND ABBREVIATIONS

Award Recommendation	A School's summary to its School board of the proposals and suggestion on vendor selection for purposes of beginning contract negotiations.
Contract Award	The acceptance of the Award Recommendation by a School's Board
Contractor	The offeror who responds to this solicitation by submitting an offer, to whom the award is made, whose proposal was determined to be the most advantageous to that School, and who then enters into a contract with that School.
Installation	The delivery and physical setup of products or services requested in this RFP
Offer or Proposal	An offer as defined in Ind. Code § 5-22-2-17
Offeror or Respondent	An offeror as defined in Ind. Code § 5-22-2-18. A School will not consider a proposal responsive if two or more offerors submit a joint or combined proposal. One entity or individual must be clearly identified as the Respondent who will be ultimately responsible for performance of the contract
Services	Furnishing of labor, time, or effort not involving the delivery of specific supplies other than printed documents or other items that are merely

	incidental to the required performance and to be performed as specified in this RFP
Supplies	Equipment, goods, products, and materials as specified in this RFP
Total Bid Amount	The amount that the Respondent proposes that represents their total, all - inclusive price.

1.3 AWARDS UNDER THE RFP

It is the intent the award shall be made to the responsible offeror(s) whose proposal is determined in writing to be the most advantageous to each School, taking into consideration price and the other evaluation factors set forth in the request for proposal.

1.4 SUMMARY OF PRODUCTS & SERVICES

Each School seeks for Respondents to outline how it would provide Medicaid data management and billing solutions to that School upon the following parameters:

- User locations: see www.nn.k12.in.us; www.benton.k12.in.us; www.wcsc.k12.in.us; www.kv.k12.in.us; www.trico.k12.in.us; www.rcsc.k12.in.us; www.frontier.k12.in.us; www.newton.k12.in.us; neccles@nwhite.k12.in.us; www.cooperativeschoolservices.org for building information/locations and <https://inview.doe.in.gov/corporations> for school demographics
- Service specifications: See Exhibit A.
- Service Specifications: services must: be compatible of with existing technology, equipment, accessories, and improvements; meet School's reasonable project requirements; promote functioning of educational needs; offer warranty
- Response should include an understandable, common format such as services, product/service descriptions, costs/fees per product/service, costs/fees per item, or other monetary metrics understandable to the review committee
- Response should outline opportunity for a School to obtain supplies or services at a substantial savings to that School; explain how market structure is based on price and each School is able to receive a discount of the established price; show proposal is advantageous to each School's interest in efficiency and economy

Additional requirements are present in Exhibit A. If a School makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of the arrangement, the contract may be canceled.

1.5 RFP OUTLINE

Section	Description
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General Information and Requested Products or Services	This section provides an overview of the RFP, general timelines for the process, and a summary of the products/services being solicited by each School via this RFP
Proposal Preparation Instruction	This section provides instructions on the format and content of the RFP including a Letter of Transmittal, Business Proposal, Technical Proposal, and a Cost Proposal
Proposal Evaluation Criteria	This section discusses the evaluation criteria to be used to evaluate Respondents' proposals

1.6 PRE-PROPOSAL CONFERENCE

A pre-proposal conference may be held on the date specified in the Summary of Milestones. At this conference, interested Respondents may ask questions about the RFP. No answers at any time are binding on a School and any information provided at the conference are not binding unless later issued in writing.

1.7 QUESTION/INQUIRY PROCESS

Questions/Inquiries may be submitted via Patti Kem <pkem@cooperativeschoolservices.org> and must be received by the deadline. The subject line of the email submissions must clearly state the following:

Medicaid data management and billing solutions RFP

Cooperative School Services will compile a list of any questions/inquiries submitted by Respondents. No Respondent shall rely upon, take any action, or make any decision based upon verbal communications with any School employee. Inquiries are not to be directed to any staff member of a School. Such action may disqualify Respondent from further consideration for a contract resulting from this RFP.

If it becomes necessary to revise any part of this RFP, or if additional information is necessary for a clearer interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be posted on www.cooperativeschoolservices.org. If such addenda is necessary, each School may extend the due date and time of proposals to accommodate such additional information requirements.

1.8 DUE DATE FOR PROPOSALS

Each Respondent must email and then submit three (3) copies of the proposal, including the Transmittal Letter and other related documentation as required in this RFP. All proposals must be

delivered to and then an electronic copy received via email before the deadline in the Summary of Milestones section to:

Patti Kem, Cooperative School Services, 1389 Saint Gaspar Drive, Rensselaer, IN 47978
and via email to: Patti Kem <pkem@cooperativeschoolservices.org>

Regardless of delivery method, all proposals must be **sealed** and identified with the RFP information. No School will accept any unsealed proposals. Any proposal received by Cooperative School Services after the deadline will not be considered even if postmarked before the deadline.

No School accepts obligations for costs incurred by Respondents in anticipation of being awarded a contract.

1.9 MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to responses to this RFP may only be made consistent with the submittal of the original response, acceptable to each School and clearly identified as a modification. Only Respondent's authorized representative may modify or withdraw its proposal and prior to the deadline.

1.10 PRICING

Pricing on this RFP must be firm and remain open for a period of not less than 60 days from the proposal due date.

1.11 PROPOSAL CLARIFICATIONS AND DISCUSSIONS, AND CONTRACT DISCUSSIONS

Each School reserves the right to request clarifications on proposals submitted. Each School also reserves the right to conduct discussions, either oral or written, with Respondents. These discussions could include request for additional information, request for cost or technical proposal revision, etc. Additionally and in conducting discussions, a School may use information derived from proposals submitted by competing Respondents if the identity of the Respondent providing the information is not disclosed to others. Each School will provide equivalent information to all Respondents which have been chosen for discussions. Discussions, along with negotiations with responsible Respondents, may be conducted for any appropriate purpose.

1.12 BEST AND FINAL OFFER

Each School may request best and final offers from those Respondents determined by that School to be reasonably viable for contract award. However, each School reserves the right to award a contract on the basis of initial proposals received. Following evaluation of best and final offers, a School may select for final contract negotiations that are most advantageous to that School, considering cost and the evaluation criteria in this RFP.

1.13 SITE VISITS

A School may request a site visit to a Respondent's buildings and facilities to aid in the evaluation of the Respondent's proposal.

1.14 TYPE AND TERM OF CONTRACT

Each School intends to sign a contract with one or more Respondent(s) to fulfill the requirements in this RFP. The term of the contract shall last for a minimum period of one (1) year from the date of contract execution. There may be one (1) year renewals at that School's option.

1.15 CONFIDENTIAL INFORMATION

Respondents are advised materials contained in proposals are subject to the Indiana Access to Public Records Act (APRA), and after the contract award, the entire RFP file may be viewed and copied by the public.

1.16 TAXES

Proposals should not include any tax from which a School is exempt.

1.17 GOVERNMENT REGISTRATION

Respondents must possess any required licenses and registrations issued by state, county, and local governmental entities.

1.18 COMPLIANCE CERTIFICATION

Responses to this RFP serve as a representation neither Respondent nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments or reports to the State of Indiana. Submission of a proposal is a warranty by the Respondent that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by any governmental entity within the United States. Respondents also by submitting a proposal represents neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into a contract with any School by any federal agency or by any department, agency or political subdivision of the State of Indiana.

1.19 SUMMARY OF MILESTONES

Due to the unpredictable nature of the evaluation period *and* force majeure events, the estimated dates below are subject to change.

Estimated RFP Dates

Activity	Date
Publication of RFP	July 21 & 28, 2022
Pre-Proposal Conference/Building(s) Visit	August 15, 2022 via Zoom for those requesting invite;
Deadline to Submit Written Questions	August 15, 2022
Response to Written Questions/RFP Amendments	August 22, 2022
Submission of Proposals	August 25, 2022 by 3:00 PM EST
*The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.	
Proposal Evaluation	TBD
Proposal Discussions/Clarifications (if necessary)	TBD
Oral Presentations (if necessary)	TBD
Best and Final Offers (if necessary)	TBD
RFP Award Recommendation	September 2022 board meetings

SECTION II: PROPOSAL PREPARATION INSTRUCTIONS

2.1 GENERAL

To facilitate the timely evaluation of proposals, the format for proposal submission is as follows:

- Each item requesting information must be addressed in the Respondent's proposal.
- Each item, i.e. Transmittal Letter, Business Proposal, Technical Proposal, Cost Proposal, etc., must be separate standalone electronic files on the CD-ROM / USB Thumb Drive.
- Confidential Information must also be clearly marked in a separate folder/file on any included CD-ROM / USB Thumb Drive.

2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following unless identified as "optional."

- 2.2.1 Agreement with requirements listed in this RFP
- 2.2.2 Summary of Ability and Desire to Supply the Required Products or Services
- 2.2.3 Signature of Authorized Representative
- 2.2.4 Respondent Notification

Unless otherwise indicated in the Transmittal Letter, Respondents will receive communications and notifications via e-mail to the addresses supplied by Respondents.

2.2.5 Confidential Information

A Respondent may wish to provide the following information if it wishes to claim information is not subject to public disclosure:

- List of documents, or sections of documents, for which statutory exemption to the APRA is being claimed;
- Specify which statutory exception of APRA applies for each document, or section of the document;
- Provide a description explaining the manner in which the statutory exception to the APRA applies for each document or section of the document.
- Provide a separate redacted or public viewing version of the document.

2.2.6 Other Information (Optional)

Any other information the Respondent may wish to briefly summarize relevant to the RFP, Services, and Supplies will be acceptable.

2.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics unless identified as “optional.”

2.3.1 General (optional)

This section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant to a School’s successful acquisition of the products and/or services requested in this RFP.

2.3.2 Respondent’s Company Structure

The legal entity for Respondent’s organization accompanied by documentation from Indiana Secretary of State’s office, the types of ventures in which the organization is involved, and a website showing the organization’s hierarchy, resources, and services are to be included in this section.

2.3.3 Company Financial Information

This section must include documents to demonstrate the Respondent’s financial stability. Examples of acceptable documents include financial statements or federal tax returns for the two (2) recent complete fiscal years. If neither of these can be

provided, explain why and include an income statement and balance sheet, for each of the two most recently completed fiscal years.

2.3.4 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating an officer, director, member, manager, or partner of the organization has taken responsibility for the correctness of financial information supplied.

2.3.5 Contract Terms/Clauses

Contract provisions that each School expects to mandate with the successful Respondent(s) are required under applicable federal and state laws including but not limited to 2 CFR 200 (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>); 48 CFR 52 (<https://www.ecfr.gov/current/title-48/chapter-1/subchapter-H/part-52>) and Ind. Code 5-22 (<http://iga.in.gov/legislative/laws/2021/ic/titles/005/#5-22>). In your Transmittal Letter please indicate acceptance of these mandatory contract terms. If a clause is not acceptable as worded, suggest alternative wording to address issues raised by that clause. If you require additional contract terms please include them. Each School reserves the right to reject any requested changes.

2.3.6 References

Each School should receive references for whom the Respondent has provided products and/or services similar to products and/or services requested in this RFP.

2.3.7 Registration to do Business

If awarded the contract, the Respondent will be required to be registered and in good standing with Indiana governmental entities (e.g. Secretary of State, Department of Revenue, DWD).

2.3.8 Authorizing Document

Respondent personnel signing the Transmittal Letter must be authorized by the organization to commit the organization contractually.

2.3.9 Subcontractors

The Respondent must signify it will remain responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent

and each subcontractor. The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in a School's evaluation.

2.3.10 General Information

Each Respondent must enter general information about its operations including contact information.

2.4 TECHNICAL PROPOSAL

The Technical Proposal must be divided into understandable sections. Where appropriate, supporting documentation may be referenced by a page and paragraph number.

2.5 COST PROPOSAL

In order for the Cost Proposal to be valid, Respondents must provide proposed annual costs for the Services and design, creation, manufacturing, and distribution of any Supplies. Prices must include all labor, materials, supplies, equipment, delivery, shipping, service, and administrative costs.

Cost Proposal Narrative

The Respondent should provide a brief narrative in support of each Cost Proposal item. The narrative should be focused on clarifying how the proposed prices correspond directly to the Respondent's Technical Proposal.

Cost Assumptions, Conditions and Constraints

The Respondent should list and describe as part of its Cost Proposal any special cost assumptions, conditions, and/or constraints relative to, or which impact, the prices presented on the Cost Schedules.

SECTION III: PROPOSAL EVALUATION

3.1 PROPOSAL EVALUATION PROCEDURE

Each School has selected personnel to act as a proposal evaluation team. Subgroups of this team will be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation personnel will use the evaluation criteria stated in this RFP and allowed under applicable laws. Proposals will be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation. Discussions may be conducted with, and best and final offers obtained from, responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award.

Offerors will be accorded fair and equal treatment with respect to any opportunity for discussion and revisions of proposals. In conducting discussions with an offeror, information derived from proposals submitted by competing offerors may be used in discussion only if the identity of the

offeror providing the information is not disclosed to others. A School will provide equivalent information to all offerors with which that School chooses to have discussions.

When a School determines it is in the best interests of that School: (1) the solicitation may be canceled or (2) offers may be rejected; in whole or in part as specified in this RFP. Notwithstanding any other law, offers may be opened after the time stated in this RFP if both of the following apply: (1) a School makes a written determination that it is in the best interest of that School to delay the opening and (2) the day, time, and place of the rescheduled opening is announced at the day, time, and place of the originally scheduled opening. The determinations of each School are final and conclusive.

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

- 3.1.1 Each proposal will be evaluated for adherence to requirements on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.
- 3.1.2 Each proposal will be evaluated on the basis of the categories included in Section 3.2.
- 3.1.3 Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to a School, taking into account all of the evaluation factors, may be selected by that School for further action, such as contract negotiations. If, however, a School decides that no proposal is sufficiently advantageous to that School, that School may take whatever further action is deemed necessary to fulfill its needs. If for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, a School may begin contract negotiations with the next qualified Respondent or determine that no such alternate proposal exists or is desirable.

3.2 EVALUATION CRITERIA

Proposals will be evaluated based upon the ability of the Respondent to satisfy the requirements of the RFP in a cost-effective manner. If any criteria are found to be inconsistent or incompatible with applicable state or federal laws, regulations, or policies, that criteria will be disregarded and the responses will be evaluated and scored without taking into account such criteria.

Summary of Evaluation Criteria:

Criteria	Points
1. Adherence to Mandatory Requirements ¹	Pass/Fail

¹ Mandatory Requirements are any proposal requirements in sections 1, 2, and 3 which are not identified as "optional."
Request For Proposal, Page 10 of 12

2. Business and Technical Proposal ²	10 available points
3. Cost (Cost Proposal)	90 available points
Total	100

Proposals will be evaluated using the following approach.

Step 1: In this step, proposals will be evaluated only against Criteria 1 to ensure they adhere to the Mandatory Requirements. Any proposals not meeting the Mandatory Requirements will be disqualified, not considered responsive, and/or rejected.

Step 2: Proposals meeting the Mandatory Requirements will then be scored based on Criteria 2 and 3. This scoring will have a maximum possible score. All proposals will be ranked on the basis of their combined scores for Criteria 2 and 3. This ranking will be used to create a "short list." Any proposal not making the "short list" will not be considered for any further evaluation. Step 2 may include one or more rounds of proposal discussions, oral presentations, clarifications, demonstrations, etc. focused on cost and other proposal elements. Step 2 may include additional "short lists."

Step 3: The short-listed proposals will then be evaluated based on the entire evaluation criteria outlined in this RFP. If a School conducts additional rounds of discussions and a BAFO round which lead to changes in either the technical or cost proposal for the short listed Respondents, their scores will be recomputed.

The section below describes the evaluation criteria.

3.2.1 Adherence to Requirements – Pass/Fail

Respondents passing this category move to Phase 2 and proposal is evaluated for Business & Technical Proposal and Price.

The following 2 categories cannot exceed 100 points.

3.2.2 Business and Technical Proposal: 10 available points

Respondent must align with Indiana DOE and School standards and have an Indiana presence to be considered. Those without registration with IN Secretary of State's office will not be considered for scoring.

² Includes level of service/support/maintenance provided in the proposed service without additional cost; satisfactory previous business/working relationship with Offeror; other factors outlined in Summary of Products & Services section.

3.2.3 Price: 90 available points

In determining whether an offeror is responsible, a School may consider the following factors: (1) The ability and capacity of the offeror to provide the supplies or service; (2) The integrity, character, and reputation of the offeror; (3) The competency and experience of the offeror. In determining whether an offeror is responsive, a School may consider the following factors: (1) Whether the offeror has submitted an offer that conforms in all material respects to the specifications; (2) Whether the offeror has submitted an offer that complies specifically with the solicitation and the instructions to offerors; (3) Whether the offeror has complied with all applicable statutes, ordinances, resolutions, or rules pertaining to the award of a public contract.

Each School expects the contract award will be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to that School, taking into consideration price and the other evaluation factors set forth in the request for proposals. Award may be made to more than one (1) offeror whose proposals are determined in writing to be advantageous to that School, taking into consideration price and other evaluation factors set forth in the request for proposals. Offers will be received and contracts may be awarded separately or for any combination of a line or a class of supplies or services contained in this RFP.

An offeror does not gain a property interest in the award of a contract by a School unless: (1) the offeror is awarded the contract by that School's board; and (2) the contract is completely executed by the offeror and that School.

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Contract"), entered into by and between _____ ("School") and _____ ("Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor. The Contractor shall provide the following services relative to this Contract:

Medicaid data management and billing solutions including the responsibilities and tasks outlined in **Exhibit A**.

2. Consideration. The Contractor will be paid at the rates shown in **Exhibit B** for performing the duties set forth above. Total remuneration under this Contract shall not exceed the rates shown in Exhibit B of the amount approved by School's Board. No expenses for travel will be reimbursed unless specifically authorized by this Contract and approved in advance by School.

3. Term. This Contract shall be effective for a period of one (1) year. Pricing and rates shall commence on 1st the date products and/or services are delivered to School and shall remain in effect for 12 months following delivery of the products and/or services. This Contract may be renewed under the same terms and conditions, subject to the approval of School's Board. The term of the renewed contract may not be longer than the term of the original Contract.

4. Access to Records. The Contractor and any subcontractors shall maintain all records, data, books, documents, papers, accounting records, and other evidence pertaining to all services supplied under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by School or its authorized designees.

5. Assignment; Successors. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without School's prior written consent.

6. Assignment of Insurance Claims. As part of the consideration for the award of this Contract, the Contractor assigns to School all right, title and interest in and to any insurance claims and proceeds the Contractor now has, or may acquire, under insurance policies relating to the products or services which are the subject of this Contract.

7. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with Indiana law, and audit guidelines specified by IN State Board of Accounts.

8. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by School.

9. Changes in Work. The Contractor shall not commence any additional work or change the scope of the pricing or rates for such work until authorized in writing by School. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by School.

10. Compliance with Laws. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to 2 CFR 200 (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>); 48 CFR 52 (<https://www.ecfr.gov/current/title-48/chapter-1/subchapter-H/part-52>) and Ind. Code 5-22 (<http://iga.in.gov/legislative/laws/2021/ic/titles/005/#5-22>) and all provisions required thereby to be included herein are hereby incorporated by reference. The Contractor and its agents shall abide by all ethical requirements applying to persons who have a business relationship with School as set forth in School board policies. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments, returns, or reports to any governmental entity. The Contractor warrants it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by any governmental entity, and agrees that it will immediately notify School of any such actions. The Contractor warrants the Contractor and any subcontractors shall obtain and maintain all required permits, licenses, registrations, accreditations, certifications, and approvals, and shall comply with all employment, labor, EEOC, E-verify, Medicaid, education, health, safety, and environmental statutes, rules, or regulations in the performance of work activities for School. The Contractor and any principals of the Contractor certify they have and will comply with the requirements under Ind. Code § 5-22-3-7. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

11. Condition of Payment. All services provided by the Contractor under this Contract must be performed to School's reasonable satisfaction and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. School shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of Information. The Contractor understands and agrees data, materials, and information disclosed to the Contractor will contain protected health information, nonpublic personal information, personally identifiable information, education records, student records, and other confidential and protected information. The Contractor covenants data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of School and only as allowed under laws applicable to such information. If any information protected under confidentiality or privacy laws is disclosed by Contractor, Contractor agrees to pay costs and expenses incurred by School.

13. Continuity of Services. The Contractor recognizes that the service(s) to be performed under this Contract are vital to School and must be continued without interruption and that, upon Contract expiration, a successor, either School or another contractor, may continue them. The Contractor agrees for 60 days to: Furnish phase-in training; and Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

14. Debarment and Suspension. The Contractor certifies by entering into this Contract neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision within the United States. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor certifies it has verified the state

and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify School if any subcontractor becomes debarred or suspended, and shall, at School's request, take all steps required by School to terminate its contractual relationship with the subcontractor for work to be performed under this Contract. Contractor certifies it has not and is not engaging in any "prohibited transactions" which are trade or financial transactions and other dealings in which U.S. persons may not engage unless authorized by OFAC or expressly exempted by statute.

15. Disputes. Should any disputes arise with respect to this Contract, the Contractor and School agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees, the existence of a dispute notwithstanding, it will continue without delay to carry out its responsibilities under this Contract that are not affected by the dispute.

16. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of pandemic, epidemic, weather, nature, act of God, natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds five (5) business days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Legal proceedings, if any, must be brought in the State of Indiana and the county where School's administrative office is located.

18. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless School, its board members, agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or any subcontractors in the performance of this Contract.

19. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership, affiliation, association, or joint venture agreement between the parties. School will not assume liability for any illness, sickness, injury, or death to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the Contractor. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees. The Contractor hereby covenants and agrees to conduct adequate background checks on its personnel and make a good faith effort to provide and maintain a drug-free workplace.

20. Insurance. The Contractor and any subcontractors shall secure and keep in force during the term of this Contract adequate insurance coverages covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract including: Commercial general liability, including contractual coverage, and products or completed operations coverage, with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence; Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence; Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate; Cyber Liability addressing risks

associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.

21. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

22. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, federal Civil Rights Act of 1964, ADEA, and ADA, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the Owner and any applicant or employee of the Contractor or any subcontractor. The Owner is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

23. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail and then first-class U.S. mail service to the following addresses, unless otherwise specifically advised.

Notices to School shall be sent to: principal office address shown in IN Department of Education records.

Notices to the Contractor shall be sent to: address shown in IN Secretary of State records

24. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by School, (3) notice to bidders/bidding instructions and/or RFP issued by School, (4) Contractor's response to RFP issued by School, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

25. Ownership of Documents and Materials. All plans, specifications, reports, statements, documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials ("Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to School so that all Materials will be the property of School. If ownership interest in the Materials cannot be assigned to School, the Contractor grants School a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of School, is prohibited. The Contractor shall provide School full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

26. Penalties/Interest/Attorney's Fees. All payments shall be made thirty (30) days following receipt of a properly prepared invoice and according to School fiscal policies and procedures. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract. School will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law.

27. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

28. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

29. Taxes. School is exempt from most federal, state, and local taxes. School will not be responsible for any taxes levied on the Contractor as a result of this Contract.

30. Termination for Convenience. This Contract may be terminated, in whole or in part, by School, whenever, for any reason, School determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall only be compensated for services properly rendered prior to the effective date of termination. When School makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall also be canceled.

31. Termination for Default. With the provision of ten (10) business days' notice to the Contractor, School may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond ten (10) business days if School determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

If School terminates this Contract in whole or in part, it may acquire, under the terms and in the manner School considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to School for any excess costs for those supplies or services.

32. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither School's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to School in accordance with applicable law for all damages to School caused by the Contractor's negligent performance of any of the services furnished under this Contract.

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

34. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week. The non-Federal entity placed a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The non-Federal entity will report all suspected or reported violations to the Federal awarding agency. The Contract includes a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity will report all suspected or reported violations to the Federal awarding agency.

35. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable and when involving the employment of mechanics or laborers, the Contractor will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor will be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor will comply with the requirements of 40 U.S.C. 3704 applying to construction work and no laborer or mechanic will be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

36. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

37. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Contractor will file the required certification. Each tier will certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

38. Procurement of recovered materials. The Contractor will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable,

consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

39. Domestic Preference for Procurements & Buy American. As appropriate and to the extent consistent with law, the non-Federal entity, to the greatest extent practicable under a Federal award, provides a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section are included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Contractor certifies each end product, except those listed in an addendum to this Contract, is a domestic end product. If the goods, products, or materials are not produced in the United States, Contractor shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

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

Contractor

School

By: _____

By: _____

Name and Title, Printed

Name and Title, Printed

Date: _____

Date: _____