

NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Avon Community School Corporation (“School”), is requesting proposals from qualified offerors to provide school food service equipment, goods, and services (“Project”).

The proposals will be received until January 2, 2025 by 3:00 PM EST Proposals must be delivered to Sheila Glass, Avon Community School Corporation, 7203 East U.S. Highway 36, Avon, IN 46123 and via SRGlass@avon-schools.org All proposals received after such time will not be considered and returned to the submitter unopened.

Goods and services for the Project will be performed under one or more contracts with the Owner. Contract provisions are set forth in the RFP. The offeror must submit a financial statement, a statement of experience, a proposed plan or plans for performing the Project, and the resources, labor, technology, materials, supplies, and equipment the offeror has available for the performance of the Project. The financial statement must be submitted on SBOA Form 96 (<https://forms.in.gov/Download.aspx?id=6422>).

If allowed under the program/grant, 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. If School later determines to proceed with the project, School may enter into negotiations with the offeror whose proposal has been selected by a committee considering: (1) responses to the RFP; (2) any interviews with selected offerors; and (3) evaluation of fees. The RFP for the Project are on file with School and may also be examined at <https://www.avon-schools.org/services/finance>

Evidence of financial responsibility (“offeror security”) in the amount of **1%** of the offeror’s total contract price must be payable to School in the form of an irrevocable letter of credit, certified check, cashier's check, or a bond acquired from an IN DOI registered surety. Should a successful offeror within ten (10) days after written notice of contract award withdraw its proposal, fail to provide required bonds, or execute a satisfactory contract, the Owner may then declare that offeror security forfeited as liquidated damages, not as a penalty.

All offerors must comply with applicable laws including but not limited to requirements of Ind. Code § 5-16-6; 5-16-13; 5-22; and 36-1-12; 2 CFR 200; and 48 CFR 52 and as outlined in the RFP. Offerors must also be able to meet all requirements found in applicable prevailing wage rate, procurement, RFP, public contract, and public work project statutes.

Prior to approval and execution of the contract, 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 and all obligations arising hereunder.

School expects to award the contract for Project at its **January 13, 2025** board meeting to the responsible offeror(s) whose proposal is determined in writing to be the most advantageous to School, taking into consideration price and the other evaluation factors set forth in the RFP.

School reserves the right to hold proposals, including any alternates, for up to 60 days from the date of the opening. 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 SRGlass@avon-schools.org

****Publish in December 19 & December 26 print edition of local newspaper(s) and post on school website along with RFP on December 19****

Request for Proposal

AVON COMMUNITY SCHOOL CORPORATION

Solicitation For: school food service equipment, goods, and services

Response Due Date: **January 2, 2025** by 3:00 PM EST

SECTION I: GENERAL INFORMATION AND REQUESTED PRODUCTS & SERVICES

1.1 INTRODUCTION

AVON COMMUNITY SCHOOL CORPORATION (“School”) intends to solicit responses to this Request for Proposals (RFP) in accordance with specifications contained in this document. This RFP is being posted to <https://www.avon-schools.org/services/finance> for downloading. A nominal fee will be charged for providing paper copies. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

1.2 DEFINITIONS AND ABBREVIATIONS

Award Recommendation	School’s summary to School board of the proposals and suggestion on offeror selection for purposes of beginning Contractor contract negotiations.
Contract Award	The acceptance of the Award Recommendation by School Board
Contractor	The offeror who responds to this solicitation by submitting an offer, to whom the award is made under the applicable RFP award standard and who then enters into a contract with School.
Installation	The delivery and physical setup of products or services requested in this RFP.
Offer or Proposal	A response submitted by an offeror to this RFP.
Offeror or Respondent	An offeror as defined in Ind. Code § 5-22-2-18. 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 by a person, not involving the delivery of specific supplies other than printed documents or other items that are merely incidental to the required performance.

Supplies	Equipment, goods, supplies, products, and materials as specified in this RFP
Total Bid Amount	The amount that the Respondent proposes that represents its total, all - inclusive price.

1.3 AWARDS UNDER THE RFP

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

1.4 SUMMARY SCOPE OF PRODUCTS & SERVICES

School seeks to Respondent to outline how it would offer services and supplies based upon the following Project parameters:

Proposed Building	Building Location/Information	Property Info
High school	https://ahs.avon-schools.org/	view property records using https://beacon.schneidercorp.com/?site=HendricksCountyIN

Additional information regarding School’s demographics can be reviewed at <https://indianagps.doe.in.gov/Summary/Corporation/311> and financial information can be viewed using <https://indianagps.doe.in.gov/Summary/Corporation/274>

- a. Review: School shall be entitled to final review and approval of all services and supplies prior to payment. School and Contractor will adhere to mutually agreed upon timelines for reviews (including review by departments), approval and dates, with services and supplies to be supplied according to the schedule outlined in the Contractor contract.
- b. Site Locations: Building locations listed at <https://www.avon-schools.org/>
- c. Schedule Specifications: Dates and times agreed upon by School building principals
- d. Product/Service Specifications: programs as required by laws applicable to the Services and Supplies; services must: be compatible of with existing buildings, equipment, accessories, and improvements; meet School’s reasonable requirements; promote functioning of student needs; offer warranty
- e. Response should include an understandable, common format such as services, program descriptions, costs/fees per program, costs/fees per location, or other monetary metric that is understandable to the review committee
- f. Response should outline opportunity for School to obtain supplies or services at a substantial savings to School; explain how market structure is based on price and School is able to receive a discount of the established price; show proposal is advantageous to School’s interest in efficiency and economy
- g. Additional proposal requirements are present in Exhibit A and sample contract clauses are at https://www.in.gov/idoa/procurement/files/Template_PROF_SRVCS_2024-07-12.docx and <https://www.avon-schools.org/services/finance>

h. When 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
General Information and Requested Products/Services	This section provides an overview of the RFP, general timelines for the process, and a summary of the products, services, and supplies being solicited by 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 at the date, time and location if specified in the Summary of Milestones. At this conference, potential, interested Respondents may ask questions about the RFP and the RFP process. Respondents are reminded no answers issued verbally at any time are binding on School and any information provided at the conference, unless it is later issued in writing, also is not binding on School.

1.7 QUESTION/INQUIRY PROCESS

Questions/Inquiries may be submitted to Emily Cates via email at EACates@avon-schools.org and must be received by the deadline indicated.

The subject line of the email submissions must clearly state the following:

Food Service Contract Proposal – [INSERT COMPANY NAME]

School 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.

Other than the designated person shown in this RFP, inquiries and/or communications are not to be directed to board member, employee, personnel, volunteer, or contractor

associated or affiliated with School. Such action will most likely 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 School website. If such addenda is necessary, 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 **five (5)** complete copies of the proposal, including the Transmittal Letter and other related documentation as required in this RFP plus one copy in .pdf format on a flash drive. All proposals must be received by School at the address below and then one (1) electronic copy sent in .pdf format via email before the deadline in the Summary of Milestones section to:

Emily Cates, AVON COMMUNITY SCHOOL CORPORATION, 7203 East U.S. Highway
36, Avon, IN 46123

and <mailto:ecates@avon-schools.org>

Regardless of delivery method, all proposals must be identified with the RFP information. School will not accept any incomplete proposals. Any proposal received by School after the deadline will not be considered even if postmarked before the deadline.

School accepts no 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 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 sixty (60) days from the proposal due date.

1.11 PROPOSAL CLARIFICATIONS AND DISCUSSIONS, AND CONTRACT DISCUSSIONS

School reserves the right to request clarifications on proposals submitted to School. After proposals are received and if allowed under the program/grant, School also reserves the right to conduct discussions, either oral or written, with Respondents. These discussions could include requests for

additional information, request for cost or technical proposal revision, etc. Additionally and in conducting discussions, 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. 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 allowed under the program/grant.

1.12 BEST AND FINAL OFFER

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

1.13 SITE VISITS

After a proposal is awarded, School may request a site visit to a Respondent's offices and facilities to aid in the evaluation of the Respondent's services and supplies.

1.14 TYPE AND TERM OF CONTRACT

School intends to sign a contract with one or more Respondents to fulfill the requirements in this RFP. The term of the contract shall be for a period based upon estimated Project completion time frames. There may be renewals at School's option if offered under the contract entered into by the parties.

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 School is exempt.

1.17 IDOA REGISTRATION

Offerors who will be performing work on a public work project are required to be pre-qualified with the Public Works Certification Board and must complete the requirements outlined at <https://www.in.gov/idoa/state-property-and-facilities/public-works/certification-board/>

1.18 SECRETARY OF STATE & DEPARTMENT OF REVENUE REGISTRATION

If awarded the contract, the Respondent will be required to register, and be in good standing, with the Indiana Secretary of State and Department of Revenue. Information concerning registration with the Secretary of State may be obtained via www.in.gov/sos and Department of Revenue at <https://www.in.gov/dor/i-am-a/business-corp/>

1.19 COMPLIANCE CERTIFICATION

If awarded a contract, the contractor must comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. Submission of a proposal is a representation and warranty the Respondent and any subcontractors will obtain and maintain all required consents, permits, permissions, licenses, registrations, certifications, accreditations, and approvals, and comply with all employment, labor, EEOC, E-verify, school, building, procurement, building, health, safety, and environmental statutes, rules, or regulations in the performance of activities for School. 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, returns, or reports to the State of Indiana. Submission of a proposal is a warranty by the Respondent it and personnel on School property will have 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 School by any federal agency or by any department, agency or political subdivision within the United States.

1.20 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	December 19 & December 26
Pre-Proposal Conference	Not applicable
Deadline to Submit Written Questions	December 26
Response to Written Questions/RFP Amendments	December 30
Submission of Proposals	January 2, 2025 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	Beginning January 2
Proposal Discussions/Clarifications (if necessary)	Beginning January 2

Oral Presentations (if necessary)	Beginning January 2
Best and Final Offers (if necessary)	TBD
RFP Award Recommendation (i.e. school board meeting)	January 13

1.21 EVIDENCE OF FINANCIAL RESPONSIBILITY

If required in the RFP notice, evidence of financial responsibility will not exceed **one percent (1%)** of the contract price, when required to guarantee the performance of the selected Respondent prior to a fully executed contract. The evidence of financial responsibility must when required by School remain in effect for the duration of the contract including any renewals. The evidence of financial responsibility must be in the form of an irrevocable letter of credit, certified check, cashier's check, or a bond acquired from a surety company registered with the Indiana Department of Insurance or other evidence deemed acceptable by School. Notwithstanding any other provisions relating to the beginning of the term, the contract shall not become effective until the evidence of financial responsibility required by the contract is delivered in the correct form and amount to School. Any evidence of financial responsibility must be submitted to the following address prior to contract execution:

Sheila Glass, AVON COMMUNITY SCHOOL CORPORATION, 7203 East U.S. Highway
36, Avon, IN 46123

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.
- Confidential Information must also be clearly marked in a separate folder/file on any submission.

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

The Respondent must explicitly acknowledge understanding of the general information presented in this RFP and agreement with any requirements/conditions listed in this RFP and applicable laws including but not limited to Ind. Code § 5-16-6; § 5-16-13; § 5-22; § 5-32; and § 36-1-12; 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>);
applicable prevailing wage rate laws
(<https://www.dol.gov/agencies/whd/government-contracts/construction>).

2.2.2 Summary of Ability and Desire to Supply the Required Products and 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 School’s successful acquisition of the services and products 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, services, and supplies are to be included in this section.

2.3.3 Company Financial Information

This section includes documents to demonstrate the Respondent's financial stability. The offeror may submit a financial statement, a statement of experience, a proposed plan or plans for performing the services and supplies, and the resources, labor, technology, materials, supplies, and equipment that the offeror has available for the performance of the Service. The financial statement may be submitted on current forms prescribed by IN SBOA (<https://forms.in.gov/Download.aspx?id=6422>). Examples of additional acceptable documents can include: reference to information posted in the public domain or company website, federal tax returns, or financial statements for the two (2) recent complete fiscal years. If neither of these can be provided, explain why and include information normally present in an income statement and balance sheet, for each of the two most recently completed fiscal years if not present in the public domain or company website.

2.3.4 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating that 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 School expects to mandate with the successful Respondent(s) will be similar to https://www.in.gov/idoa/procurement/files/Template_PROF_SRVCS_2024-07-12.docx and posted at <https://www.avon-schools.org/services/finance>. Additional contract provisions that 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>); Ind. Code § 5-16-6; § 5-16-13; § 5-22; and § 36-1-12 (<http://iga.in.gov/>); and applicable prevailing wage rate laws (<https://www.dol.gov/agencies/whd/government-contracts/construction>).

In your Transmittal Letter please indicate acceptance of these mandatory contract terms. If a clause is not acceptable as worded, suggest specific alternative wording to address issues raised by that clause. If you require additional contract terms please include them. School reserves the right to reject any requested changes.

2.3.6 References

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

2.3.7 Registration to do Business

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

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 is 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 School's evaluation.

2.3.10 Evidence of Financial Responsibility

This section will indicate the ability to provide the mandatory evidence of financial responsibility. Notwithstanding any other provisions relating to the beginning of the term, any contract will not become effective until the evidence of financial responsibility is delivered in the correct form and amount to the address indicated in Section 1.21.

2.3.11 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, installation, 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

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. Each offeror's: (1) history of contracting with or hiring minority, women, and veteran business enterprises; (2) good faith efforts to fulfill State of Indiana goals for contracting with or hiring minority, women, and veteran business enterprises; and (3) classification as an Indiana business under Ind. Code 5-22-15-20.5 will be considered in the evaluation of the offeror's proposal. 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. School will provide equivalent information to all offerors with which School chooses to have discussions.

When School determines it is in the best interests of 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) School makes a written determination that it is in the best interest of 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 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 and if School determines to proceed with the Project, School will enter into negotiations with the offeror whose proposal has been selected by the evaluation committee considering: (1) the responses to the RFP; (2) any interviews with selected offerors; and (3) evaluation of fees. If, however, School decides that no proposal is sufficiently advantageous to School, 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, 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	Pass/Fail
2. Management Assessment/Quality (Business and Technical Proposal)	20 available points
3. Cost (Cost Proposal)	80 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 may 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 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 Management Assessment/Quality and Price.

The following 2 categories cannot exceed 100 points.

3.2.2 Management Assessment/Quality: 20 available points

Respondent must align with Indiana DOE and School standards and have an Indiana presence to be considered. Those without Indiana offices will not be considered for scoring.

3.2.3 Price: 80 available points

Cost scores will then be normalized to one another, based on the lowest cost proposal evaluated. The lowest cost proposal can receive a maximum of 80 points. The normalization formula is as follows:

$$\text{Respondent's Cost Score} = (\text{Lowest Cost Proposal} / \text{Total Cost of Proposal}) \times 80$$

In determining whether an offeror is responsible, School may consider the following factors: (1) The ability and capacity of the offeror to provide the services and supplies; (2) The integrity, character, and reputation of the offeror; (3) The competency and experience of the offeror. In determining whether an offeror is responsive, 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.

School expects the contract award will be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to 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 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 services and supplies contained in this RFP.

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

12/18/2024

Avon High School - ALC Serving Area

PLANS/ SPECIFICATIONS

The intent of this project is to update the servery area along with the cafeteria space with the equipment, products, materials, and supplies listed below. KEC (Kitchen Equipment Contractor) will oversee all suppliers as part of their overall scope and KEC shall coordinate with School chosen other trades not included in this package herein.

Any manufacturers providing alternate bids to specified manufactures must provide full-color renderings of proposed space facilitating a cohesive package of serving equipment, furniture, decor, and lighting of entire space. Proposals of alternates to manufactures listed as basis of design will be evaluated based upon the scoring criteria located within the RFP packet, however, any proposal providing alternate brands to those specified without full-colored renderings of the space and equipment will not be considered.

Any proposed alternates providing alternate brands than those listed as a basis of design must list the full specs and provide full elevation drawings along with proposal in addition to full-colored renderings to be considered.

All Equipment must have factory-employed turn-key installation services to be considered.

Below detail will further clarify intent of proposal and basis of design for RFP for all portions of the equipment package.

General Counter Specifications / Basis of Design and Required Factory-Provided Services.

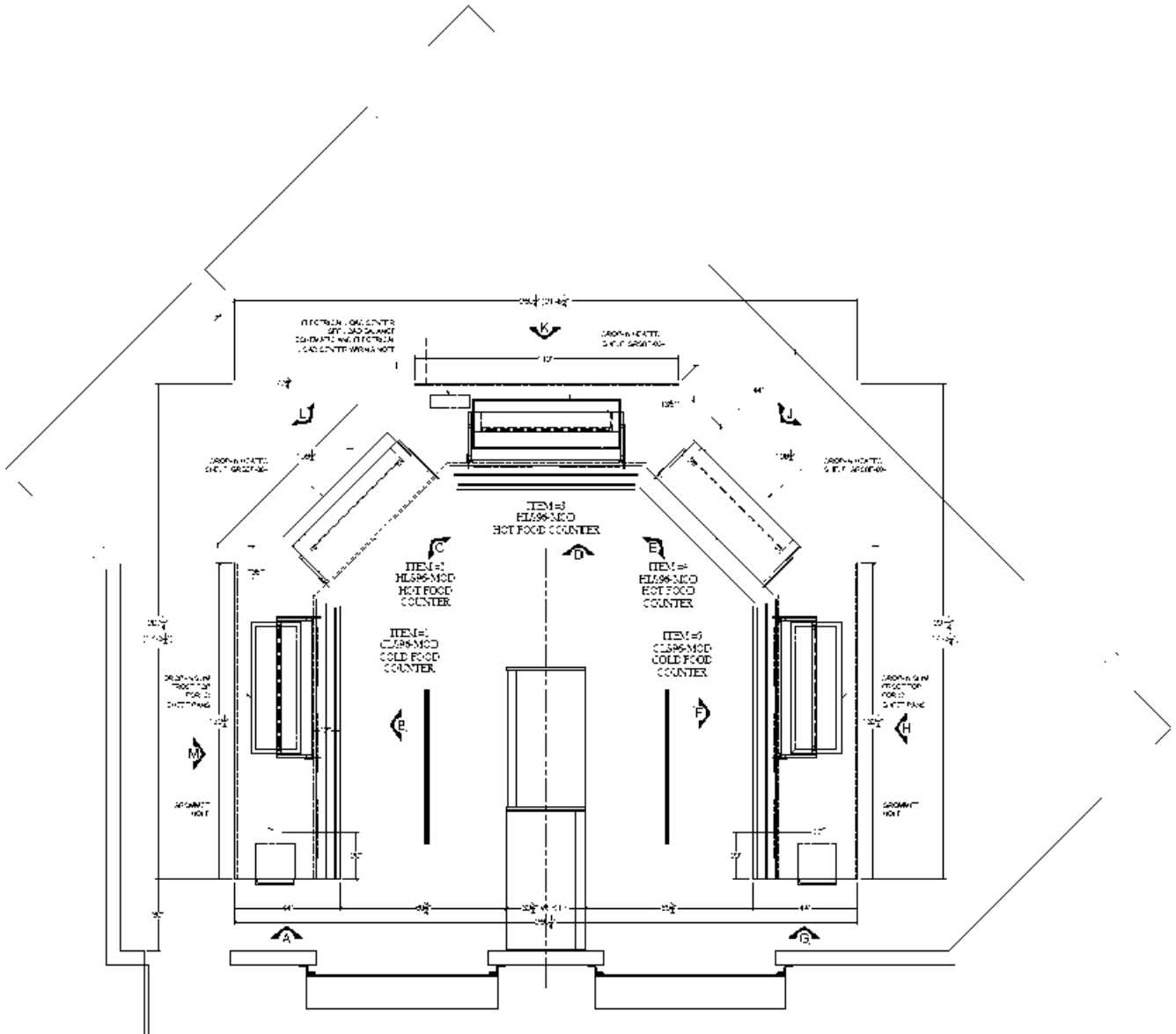
1. Counter manufacturer to prewire and pre-assemble all equipment at the factory with UL approvals, to include food shields and drop in equipment intact, all wiring/circuits to be completely tested prior to shipment. Electrical contractor to make final wiring connections.
2. Essence Series counter bases to be constructed with 1" x 1" square, 16-gauge stainless steel tubular frames with **T1G** welded joints for heavy duty construction. 2" x 1" vertical framework at front of counters to incorporate support posts for food shield. Pop rivets, machine screw or other mechanical fasteners are not acceptable. Framework to incorporate stainless steel channel at ends and front to accept bolting counter frame-to-frame with ability to disassemble as required. Stainless steel aprons on operator side for mounting controls, and on customer side for mounting tray slide. Under shelves where noted shall be 18-gauge stainless steel, to end short of back of counter for utility access and be fully removable without the use of tools.
3. Laminate panels where noted shall be 3/4" thick MDO with premium laminate as per submitted plan and design book, and shall have matching vinyl edge banding, special T-molding along bottom edge, laminate liner material for panel backing. Panels to be louver-less (no visible ventilation louvers will be accepted). Panels shall be easily removable without the use of tools for convenient access of plumbing and electrical connections. Legs shall be 6" high, stainless steel, with adjustable bullet feet. Galvanized, Fiberglass, or Aluminum are NOT acceptable.
4. Counter tops to be Quartz with flat extension toward customer side and with 3" turn down edges, dimensions as shown on submitted plans. Countertop edges between abutting units will be cut square and prepped for field seaming. Counter manufacturer to provide Epoxy / glue with dispenser gun will be included, but seaming must be completed on site by a certified installer. The cost to do so is not included as part of the purchase of counters.
5. All drop ins and food shields must be preinstalled at the factory and the counter manufacturer assumes responsibility of said wells for the purpose of warranty and/or installation issues as provided to KEC. Field installation of drop-ins not accepted.

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- 6.** Food shields where noted to be convertible 3-position type over drop-ins, operator service to self-service with ease of convertibility by one person, with LED lighting, 3/8" clear tempered glass shelf, front glass and (2) glass end panels.
- 7.** 1" x 2" supports to be mounted through countertop and into counter vertical framework. Countertop mounted food shields are not acceptable. Finishes as per submitted manufacturer designs.
- 8.** Over structure with 4" x 4" vertical utility chase, shipped loose from counter, w/ partition for data, 1" x 2" cantilevered posts with tilting monitor bracket and data cable. Include s/s trim ring at ceiling. Size and shape as shown in the drawing. Finishes as per manufacturer submitted designs. Monitor BY OTHERS (OTHERS to specify monitor make/model/requirements to be provided).
- 9.** Double-sided island style counters to have provisions for bolting counter sections together.
- 10.** Kick plate where noted to be mounted with "L" bracket to counter framework, removable with tools. Kick plates to mount to framing of body of counter and NOT to legs of units. No visible gaps between kick plates, but they are also removable for cleaning.
- 11.** Shelves on the inside of counters to be removable for ease of cleaning under counters.
- 12.** Counter manufacturer to ship counters blanket pad wrapped on air ride suspension trucks.

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A. EQUIPMENT SPECIFICATIONS:

ITEM #1 **CUSTOM**
Quantity: **One (1)**
Manufacturer: **Multiteria**
Model: **CLS96**

Furnish and set in place per manufacturer's standard specifications and the following:

1. One (1) Model CLS96 Multiteria Essence Cold Food Counter
2. CLS96, 120 L x 34 W x 34 H w/
3. Solid Surface Top
4. Laminated Wood Panels with Standard Essence Corners
5. Front Panel
6. Standard Feet
7. Polished Toe Kicks
8. Operator Side Doors
9. FTB-S2 drop-in slim frost top for (2) sheet pans
10. 60" FS Food Shield with Polished Finish and LED Lights
11. 10" Extended Top Customer Side Tray Slide w/Runners
12. Modify to size and shape as shown on drawing
13. Provisions for bolting counters together
14. Epoxy/glue with dispenser gun for counter top seaming, shipped loose. (1) container and (1) gun for whole project
15. u/c lights
16. Utility chase in counter base
17. Provisions for wiring to load center
18. Modify with cashier station on end, with grommet hole, locking cash drawer and cashier liner in counter base

ITEM #2 **CUSTOM**
Quantity: **One (1)**
Manufacturer: **Multiteria**
Model: **HLS96**

Furnish and set in place per manufacturer's standard specifications and the following:

1. One (1) Model HLS96 Multiteria Essence Hot Food Counter
2. HLS96, 106 L x 34 W x 34 H w/
3. Solid Surface Top
4. Laminated Wood Panels with Standard Essence Corners
5. Front Panel
6. Standard Feet
7. Polished Toe Kicks
8. GRSBF-60-I drop-in aluminum heated shelf, flush top, 120V/1ph
9. 66" FS Food Shield with Polished Finish, LED Lights, and Food Warmer
10. 10" Extended Top Customer Side Tray Slide w/Runners
11. Modify to size and shape as shown on drawing
12. Provisions for bolting counters together
13. Epoxy/glue with dispenser gun for counter top seaming, shipped loose. (1) container and (1) gun for whole project
14. u/c lights
15. Utility chase in counter base
16. Provisions for wiring to load center

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ITEM # 3 **CUSTOM**
Quantity: **One (1)**
Manufacturer: **Multiteria**
Model: **HLS96**

Furnish and set in place per manufacturer's standard specifications and the following:

1. One (1) Model HLS96 Multiteria Essence Hot Food Counter
2. HLS96, 110 L x 34 W x 34 H w/
3. Solid Surface Top
4. Laminated Wood Panels with Standard Essence Corners
5. Front Panel
6. Standard Feet
7. Polished Toe Kicks
8. GRSBF-60-I drop-in aluminum heated shelf, flush top, 120V/1ph
9. 66" FS Food Shield with Polished Finish, LED Lights, and Food Warmer
10. 10" Extended Top Customer Side Tray Slide w/Runners
11. Modify to size and shape as shown on drawing
12. Provisions for bolting counters together
13. Epoxy/glue with dispenser gun for counter top seaming, shipped loose. (1) container and (1) gun for whole project
14. u/c lights
15. Utility chase in counter base
16. Electrical load center

ITEM #4 **CUSTOM**
Quantity: **One (1)**
Manufacturer: **Multiteria**
Model: **HLS96**

Furnish and set in place per manufacturer's standard specifications and the following:

1. One (1) Model HLS96 Multiteria Essence Hot Food Counter
2. HLS96, 106 L x 34 W x 34 H w/
3. Solid Surface Top
4. Laminated Wood Panels with Standard Essence Corners
5. Front Panel
6. Standard Feet
7. Polished Toe Kicks
8. GRSBF-60-I drop-in aluminum heated shelf, flush top, 120V/1ph
9. 66" FS Food Shield with Polished Finish, LED Lights, and Food Warmer
10. 10" Extended Top Customer Side Tray Slide w/Runners
11. Modify to size and shape as shown on drawing
12. Provisions for bolting counters together
13. Epoxy/glue with dispenser gun for counter top seaming, shipped loose. (1) container and (1) gun for whole project
14. u/c lights
15. Utility chase in counter base
16. Provisions for wiring to load center

ITEM #5 **CUSTOM**
Quantity: **One (1)**
Manufacturer: **Multiteria**
Model: **CLS96**

Furnish and set in place per manufacturer's standard specifications and the following:

1. One (1) Model CLS96 Multiteria Essence Cold Food Counter
2. CLS96, 120 L x 34 W x 34 H w/
3. Solid Surface Top
4. Laminated Wood Panels with Standard Essence Corners
5. Front Panel
6. Standard Feet
7. Polished Toe Kicks
8. Operator Side Doors
9. FTB-S2 drop-in slim frost top for (2) sheet pans
10. 60" FS Food Shield with Polished Finish and LED Lights
11. 10" Extended Top Customer Side Tray Slide w/Runners
12. Modify to size and shape as shown on drawing
13. Provisions for bolting counters together
14. Epoxy/glue with dispenser gun for counter top seaming, shipped loose. (1) container and (1) gun for whole project
15. u/c lights
16. Utility chase in counter base
17. Provisions for wiring to load center
18. Modify with cashier station on end, with grommet hole, locking cash drawer and cashier liner in counter base

ITEM #6 **CUSTOMIZATION & MODIFICATIONS**
Quantity: **One (1)**
Manufacturer: **Multiteria**
Model: **QUARTZ -ADD**

Furnish and set in place per manufacturer's standard specifications.

1. One (1) Model QUARTZ - ADD MODIFY all solid surface counter tops to quartz

ITEM #7 **FREIGHT**
Quantity: **One (1)**

Furnish and set in place per manufacturer's standard specifications.

1. One (1) Model FREIGHT FREIGHT FOB FACTORY
ESTIMATED FREIGHT COSTS, shipping via dedicated carrier, uncrated, pad wrapped and delivered to ground. Allow 1-2 working days for shipment. This freight cost does not include crating costs. Please ensure access of tractor trailer to delivery site. Estimated freight is based on standard deliveries. Expedited freight and special requests may require additional fees. Due to fuel costs and trucking surcharges, estimated freight is subject to change

ITEM #8 **DISPLAY CASE, REFRIGERATED, SELF-SERVE**
Quantity: **Two (2) Manufacturer:**
 Structural Concepts
Model: **BS55R**

Furnish and set in place per manufacturer's standard specifications and the following:

1. Two (2) Model B55R Oasis® Refrigerated Self-Service Case, 59-5/8"W x 34-1/4"D x 61-3/4"H, Warmest average product temperature of 40°F or less, LED top light, (2) metal shelves, Breeze with self-contained refrigeration, condensate pan, magnetic air filter, non-locking casters with levelers, end panels with mirrored stainless interior, black exterior, R290 Hydrocarbon refrigerant, cETLus, ETL-Sanitation
2. Two (2) NOTE: If GFCI is required, a GFCI breaker MUST be used in lieu of a GFCI receptacle
3. Two (2) 1 yr. parts & labor warranty, 5 yr. compressor warranty, standard
4. Two (2) Exterior Color: Powder coated SCC Standard Silversan Black (FDA compliant)
5. Two (2) Interior Color: Powder coated SCC Standard Silversan Black (FDA compliant), standard
6. Two (2) Lower Front Panel Color: Powder coated SCC Standard Silversan Black (FDA compliant), standard
7. Two (2) Rear Exterior Color: Powder coated SCC Standard Silversan Black (FDA compliant), standard
8. Two (2) Base support: Casters (non-locking) w/ levelers
9. Two (2) End Panel Left: Full with stainless steel mirror interior, standard
10. Two (2) End panel profile: Square profile, standard
11. Two (2) End Panel Right: Full with stainless steel mirror interior, standard
12. Two (2) End panel profile: Square profile, standard
13. Two (2) Cover/Curtain: Night curtain, retractable, non-locking (one cover/curtain type per model)
14. Two (2) Price Tag Molding: Universal price tag molding (clear with open top)
15. Two (2) Rear Doors: None (solid back panel), standard
16. Two (2) Shelving: Metal shelves (2), lighted (LED 4000K)
17. Two (2) Top Light: LED 4000K, standard
18. Two (2) Electrical Connection: 6' Straight blade power cord, standard
19. Two (2) Clean Sweep: Clean Sweep®, automatic condenser coil cleaner (self-cont.)
20. Two (2) Refrigeration: Breeze-E (Type II) self-contained refrigeration, standard
21. Two (2) Refrigerant: Hydrocarbon refrigerant (R290)
22. Two (2) Thermometer: Spirit filled thermometer, standard
23. Two (2) Extended Warranty: None, standard
24. Two (2) Heat Treated Crating: None, standard

ITEM # 9 **SERVICES: INSTALLATION / TRAINING SERVICES**
Quantity: **One (1)**
Manufacturer: **PER BREAKOUT BELOW**

Furnish and set in place per manufacturer's standard specifications.

1. One (1) SCOPE OF WORK AS DEFINED BELOW BY TRADES AND KEC BROKEN OUT AS FOLLOWS:

Work by Mechanical Contractor

1. Roughing-in all required mechanical services as shown on drawings.
2. Furnish and install all piping, traps, tailpieces, loop vents, stops, and related items necessary to make the final connections from the rough-in to the connection points on the equipment. Install all related items.
3. Work required by any notes on the Food Service Equipment drawings
4. Make all final connections from point of rough ins shown on the plans and specifications to the connection points on the equipment.

Work by Electrical Contractor

1. Roughing-in all required electrical services as shown on drawings.
2. All final connections from point of rough ins shown on the plans to the connection points on the equipment.
3. Furnish and install all disconnects, conduit, wire, flexible conduit, cover plates, fittings as required to make the final connections from the junction box to the equipment.
4. Energy load centers on serving line and make all interconnections.

Work by the Food Service Equipment Contractor

1. The furnishing, delivery to the building, uncrating, setting in place, level as required; all Food Service Equipment covered herein.
2. Seaming of tops, calibration, start-up, and coordination between trades as needed.
3. Remove and dispose of existing serving line.

PROPOSER/VENDOR CERTIFICATIONS

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expended by School for any contract resulting from this procurement process.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by School, School reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES _____ Initials of Authorized Representative

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by School, School reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. School also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if School believes, in its sole discretion that it is in the best interest of School to do so. The vendor will be compensated for work performed and accepted and goods accepted by School as of the termination date if the contract is terminated for convenience of School. Any award under this procurement process is not exclusive and School reserves the right to purchase goods and services from other vendors when it is in the best interest of School.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when federal funds are expended by School on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above? YES _____ Initials of Authorized Representative

(D) 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 must 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, contractors must be 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, contractors must be required to pay wages not less than once a week. The non-Federal entity must place 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 must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include 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”). The Act provides that each contractor or subrecipient must be 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 must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by School, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES _____ Initials of Authorized Representative

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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 must 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 that 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 requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must 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.

Pursuant to Federal Rule (E) above, when federal funds are expended by School, the vendor certifies that during the term of an award for all contracts by School resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES _____ Initials of Authorized Representative

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes

to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by School, the vendor certifies that during the term of an award for all contracts by School resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES _____ Initials of Authorized Representative

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree 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 must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by School, the vendor certifies that during the term of an award for all contracts by School resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES _____ Initials of Authorized Representative

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by School, the vendor certifies that during the term of an award for all contracts by School resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES _____ Initials of Authorized Representative

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies 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 must

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.

Pursuant to Federal Rule (I) above, when federal funds are expended by School, the vendor certifies that during the term and after the awarded term of an award for all contracts by School resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does vendor agree? YES _____ Initials of Authorized Representative

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS –
2 CFR § 200.333**

When federal funds are expended by School for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES _____ Initials of Authorized Representative

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS
APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS
IN EXCESS OF \$100,000 OF FEDERAL FUNDS**

When federal funds are expended by School for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? YES _____ Initials of Authorized Representative

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by School for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES _____ Initials of Authorized Representative

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES _____ Initials of Authorized Representative

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES _____ Initials of Authorized Representative

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: _____

Printed Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____