

Request for Proposal by
AVON COMMUNITY SCHOOL CORPORATION

Response Due Date: February 6, 2025 by 3:00 PM EST

SECTION I: GENERAL INFORMATION AND REQUESTED SERVICES

1.1 INTRODUCTION

Avon Community School Corporation ("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 <https://www.avon-schools.org/services/finance> Neither this RFP nor any response submitted hereto are to be construed as a legal offer.

1.2 DEFINITIONS AND ABBREVIATIONS

Award Recommendation	School's summary to its board of the proposals and suggestion on vendor selection for purposes of beginning contract negotiations.
Contract Award	The acceptance of the Award Recommendation by 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 School, 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	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. 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 School, taking into consideration price and the other evaluation factors set forth in the request for proposal.

1.4 SUMMARY OF PRODUCTS & SERVICES

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

- User locations: see <https://www.avon-schools.org/services/finance> for building information/locations and <https://indianagps.doe.in.gov/Summary/Corporation/274> 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 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

Additional requirements are present in Exhibit A. If 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 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 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 **SRGlass@avon-schools.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

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. Inquiries are not to be directed to any board member, employee, staff, or personnel of 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 <https://www.avon-schools.org/services/finance>. 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 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:

Sheila Glass, Avon Community School Corporation, 7203 East U.S. Highway 36, Avon, IN 46123

and via email to: SRGlass@avon-schools.org

Regardless of delivery method, all proposals must be **complete** and 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 does not accept 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 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. 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, 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.

1.12 BEST AND FINAL OFFER

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 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

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

1.14 TYPE AND TERM OF CONTRACT

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 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 School is exempt.

1.17 GOVERNMENT REGISTRATION

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

1.18 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 permits, permissions, licenses, registrations, certifications, accreditations, and approvals, and comply with all employment, labor, EEOC, E-verify, building, health, safety, and environmental statutes, rules, or regulations in the performance of work 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 any governmental entity within the United States. Submission of a proposal is a warranty by the Respondent 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 School by any federal agency or by any department, agency or political subdivision of within the United States.

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	January 23 & January 30
Pre-Proposal Conference/Building(s) Visit	January 30 via Zoom for those requesting invite;
Deadline to Submit Written Questions	January 30
Response to Written Questions/RFP Amendments	February 3
Submission of Proposals	February 6, 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	Following February 6
Proposal Discussions/Clarifications (if necessary)	Following February 6
Oral Presentations (if necessary)	Following February 6
Best and Final Offers (if necessary)	Following February 6
RFP Award Recommendation	February 10, 2025 board meeting

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 shared electronically/ USB Thumb Drive.
- Confidential Information must also be clearly marked in a separate folder/file on any shared files or included 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 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. The offeror must submit a financial statement, a statement of experience, a proposed plan or plans for performing the Services, and the resources, labor, technology, materials, supplies, and equipment that the offeror has available for the performance of the Service. 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 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 (<https://iga.in.gov/>). School expects the contract to contain clauses and paragraphs similar to the template at https://www.in.gov/idoa/procurement/files/Template_PROF_SRVCS_2024-07-12.docx 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. School reserves the right to reject any requested changes.

2.3.6 References

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 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

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. 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, the qualifying proposal determined to be the most advantageous to School, taking into account all of the evaluation factors, may be selected by School for further action, such as contract negotiations. 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
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1. Adherence to Mandatory Requirements ¹	Pass/Fail
2. Business and Technical Proposal ²	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 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 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: 20 available points

¹ Mandatory Requirements are any proposal requirements in sections 1, 2, and 3 which are not identified as “optional.”

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.

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

3.2.3 Price: 80 available points

In determining whether an offeror is responsible, 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, 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 supplies or services 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.

Schedule A

This document outlines the responsibilities of the Direct Claiming Service (DCS) in processing the district's claims for reimbursement under the Indiana Health Care Program (IHCP) for direct medical services provided to Medicaid-eligible students. Bidders should provide separate pricing and clearly indicate any ineligible costs associated with this Request for Proposal (RFP).

****DCS.1**** Provide the District with a state-specific claims information system that will facilitate the necessary data for formulating the district's claims.

****DCS.2**** Return to the District any logs and/or claims that lack sufficient information to formulate a claim or are otherwise non-compliant with applicable laws regarding Medicaid billing. Additionally, provide guidance on how to bring these logs and/or claims into compliance.

****DCS.3**** Ensure timely electronic processing of the district's claims.

****DCS.4**** Provide quarterly management reports to the district.

****DCS.5**** Offer training for all district-employed providers of Medicaid-eligible services at the time of onboarding, as well as additional training as needed throughout the contract term, regarding federal and state laws related to appropriate Medicaid billing.

****DCS.6**** Conduct administrative training during the initial phase of the contract with the district.

****DCS.7**** Collaborate with the District to gather financial data necessary for program oversight.

****DCS.8**** Work with the District to provide education and general assistance related to the processes of the Indiana IHCP program.

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: _____