

Request for Proposals:

SUPPLY AND INSTALLATION OF WALK-IN COOLER AND FREEZER UNIT AT WHITE LICK ELEMENTARY

Proposals Due/Public Opening: 10 AM on Thursday, April 3, 2025

Key Contact: Jordan Ryan, jryan@brownsburg.k12.in.us

REQUEST FOR PROPOSALS

Brownsburg Community School Corporation's (BCSC) Nutrition Services Department is formally requesting proposals for the **SUPPLY AND INSTALLATION OF A WALK-IN COOLER AND FREEZER UNIT AT WHITE LICK ELEMENTARY.**

Each participating vendor that accepts this RFP is to respond to all required items as directed and submit all responses in a sealed envelope to 310 Stadium Drive, Brownsburg, IN 46112. **ALL PROPOSALS MUST BE SUBMITTED** by 10 AM local time on Thursday, April 3, 2025, when proposals will be publicly opened at the BCSC Central Office, but under Indiana law, the contents of competing proposals will not be made available at that time.

Please send these documents in a clearly marked, sealed envelope to:

Brownsburg Community School Corporation
Attention: Jordan Ryan, RFP for Walk-In Units
310 Stadium Drive
Brownsburg, IN 46112

If there are any questions concerning this request for proposals, please contact Jordan Ryan at jryan@brownsburg.k12.in.us or (317) 852-5726.

In accordance with Federal Civil Rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and Institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or Local) where they applied for benefits.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD 3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by the following means:

- Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410
- Fax: (202) 690-7442
- Email: SM.OASCR.INFO

SCOPE OF SOLICITATION

SERVICES REQUESTED: Brownsburg Community School Corporation is requesting proposals for the supply and installation of a walk-in cooler and freezer unit at White Lick Elementary.

This partner will work with Brownsburg Community School Corporation to secure competitive pricing and meet and/or exceed all current State and Federal Procurement guidelines, regulations, and laws for Indiana Child Nutrition Programs.

CONTRACT DURATION: All work is to be completed by July 11, 2025.

PUBLIC OPENING: Proposals will be publicly opened at the Brownsburg Community School Corporation's Central Office at 10 AM local time on Thursday, April 3, 2025, but, under Indiana law, the contents of competing proposals will not be made available at that time. The names of the proposing organizations will be read.

ANTICIPATED AWARD: It is intended to make ONE award to the organization offering the most advantageous proposal that best meets the requirements outlined in this solicitation. BCSC does reserve the right to make multiple awards if it is determined that it would be in the best interest of the districts. All awards are subject to the approval of BCSC's Nutrition Services Department. The successful vendor(s) will be notified of the award via a Letter of Award from BCSC.

ACCEPTANCE OF RFP TERMS: A proposal submitted in response to the RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the autographic signature of the organization legally authorized to execute contractual obligations. It is assumed by the organization's response that it acknowledges all terms and conditions of this invitation for an offer. Organizations shall clearly identify any variations between their proposal and the BCSC RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

WITHDRAWAL OF PROPOSAL: No proposals may be withdrawn for a period of thirty (30) calendar days following the due date of such proposals.

UNRESPONSIVE VENDORS: Proposals from unresponsive vendors will not be accepted. Vendors having a history of inconsistent service and unreliability will not be considered by BCSC to be responsible proposers.

MODIFICATIONS: Modifications, additions, or changes to the terms and conditions of this RFP may be a cause for rejection of a proposal.

OPEN AND FREE COMPETITION: All BCSC procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with Title 7, *Code of Federal Regulations* (7 CFR) sections 3016 and 3019.

QUESTIONS: Questions regarding this RFP shall be submitted IN WRITING via e-mail no less than ten (10) business days before the due date for proposals.

PROPOSAL GUIDELINES:

1. BCSC will consider proposals from organizations meeting the minimum qualifications as outlined in the RFP.
2. The organization signing and submitting the proposal must be authorized by and capable of binding the supplier(s) represented. The vendor shall be fully and ultimately responsible for the provision of all products and services per the requirements of the RFP.
3. The vendor shall be the sole point of contact for all questions, problems, and warranty issues that may result from this proposal. The failure of suppliers to act in no way relieves the full responsibility of the respondent for all requirements under this RFP.

REVIEW AND AWARD PROCESS: To allow BCSC the opportunity to evaluate each proposal thoroughly, BCSC requires that any response to this solicitation be valid and irrevocable for ninety (90) days after the official opening date and time. BCSC reserves the right to reject any or all proposals, to clarify items in a proposal, and to waive errors or corrections in a proposal. BCSC reserves the right to reject the proposal of any respondent who has previously failed to perform similar contracts with BCSC satisfactorily. The winning proposal will be awarded by the Brownsburg Community School Corporation.

PROTEST PROCEDURES: Offerors whose proposal has been timely filed and who are aggrieved by the award of a contract to another offeror may appeal the decision by filing a written notice of appeal. The notice must be filed within five (5) business days of the date of award of the contract, exclusive of Saturdays, Sundays, and legal state holidays. The notice of appeal must clearly and fully identify all the issues being contested by reference to the page, and section of the solicitation document and/or award of contract. An appeal will be heard by the designated BCSC personnel unless the petitioner is not an aggrieved party, a prior request by the same petitioner relating to the same contract award has been granted, or the request is capricious,

frivolous, or without merit. The burden of proof lies with the petitioner. The evidence presented must specifically address and be limited to one or more of the following:

1. Violation of State or Federal law;
2. Irregularities creating fundamental unfairness; or
3. Arbitrary or capricious award.

BCSC will provide a written response within ten (10) business days after hearing the appeal and shall be the final decision on the matter.

INCURRING COSTS: BCSC is not liable for any cost incurred by offerors before the issuance of a procurement document.

SECTION 1: VENDOR REQUIREMENTS

RESPONSIBLE VENDOR:

1. **Years in Business:** Companies responding to this RFP must have been in continuous operation supplying food service equipment and supplies for a minimum of three (3) complete, continuous years of operation immediately before the due date of this proposal.
2. **Financial Stability:** Companies responding must have a sound and adequate cash flow as of the proposal opening date specified herein and be capable of accepting payment for products delivered within a period of up to 30 to 45 calendar days after invoicing. BCSC reserves the right to request financial information from the respondent or other sources to evaluate the financial stability of the proposed organization. Rejection of any respondent based upon the financial stability of its organization shall be solely a BCSC decision, and such decision shall be final and conclusive.

EXPECTATIONS OF VENDOR:

1. **Administrative Services:** Provide excellent customer service, training, and communication.
2. **Distribution Services:** Provide equipment distribution including ordering, storage, delivery, and installation.
3. **Field Staff:** Provide staff that are knowledgeable and ready to assist BCSC in making necessary decisions about items.
4. **Records:** Retain all books, records, and other documents relative to the contract agreement for five (5) years after final payment, or until audited, whichever is sooner. BCSC authorized agents, the state agency, and/or USDA auditors shall have full access to and the right to examine any of said materials during the said period.

CONTRACT PRICING:

1. The vendor will be required to hold all pricing for ninety (90) days after the official

opening date and time.

2. All bid prices must include ALL charges for packing, transporting, and storage that are necessary to BCSC.
3. Prices will not include Federal Excise Tax, Transportation Tax, or State Sales Tax as these taxes do not apply to purchases by BCSC.

PAYMENT: BCSC shall be responsible for making payments directly to the vendor for all equipment and services ordered as prescribed by the Indiana State Board of Accounts.

DELIVERIES:

1. All costs related to delivery shall be borne by the vendor.
2. All delivery vehicles must be company-owned or company-leased vehicles.
3. Vendor agrees that shipping errors will be at the expense of the vendor. For example, if a vendor ships a product that was not ordered to a member, it is the responsibility of the vendor to pay for the return shipping costs at the convenience of the member.
4. The vendor must be able to do business successfully in the entire State of Indiana with deliveries being made promptly and according to the school districts' requested delivery schedule.
5. The vendor must have a proven record of service, particularly concerning the delivery of all items promptly. A vendor may be designated as unacceptable if the requirements listed have been violated and/or poor communication has existed between the vendor and BCSC.

VENDOR EMPLOYEE CONDUCT:

1. Successful vendor is responsible for their employees while on BCSC property.
 - a. Vendor will be responsible for all damage or injury to existing facilities, equipment, property, or persons caused by the vendor's employee.
 - b. Vendor's personnel shall conduct themselves respectably and courteously while performing duties while in BCSC property. BCSC reserves the right to deny access to any of the vendor's employees at any time for any reason in the sole discretion of BCSC. BCSC also has the right to request an alternate employee of the vendor.
2. Vendor shall conduct background checks for its employees who will have regular contact with BCSC properties, including but not limited to contract representatives and delivery personnel, under the BCSC background standards.
 - a. It is the responsibility of the vendor to ensure that no persons who have failed to clear background checks under the BCSC standard(s) will perform any work for BCSC. Violation of this provision will be grounds for immediate termination of the contract with or without notice.
 - b. Vendor shall not knowingly send any employee, agent, or subcontractor personnel who is a registered sex offender or who has a criminal conviction on his/her background check records of sexual abuse to any BCSC location, building,

or property. The vendor shall make periodic criminal history record inquiries as authorized by law. Violation of the requirements contained in this provision will be grounds for immediate termination of the contract with or without notice.

3. Delivery personnel should be appropriately dressed in a clearly recognizable company name, logo, or identity tag.
4. Vendor's personnel are forbidden to possess/consume/or be under the influence of alcohol, use tobacco, e-cigarettes, or vaping products, possess/use/be under the influence of unauthorized controlled substances, or possess/use weapons/firearms when on BCSC property under applicable federal, state, and local laws or policies.
5. Vendor will furnish a complete list of all employees working on BCSC property upon request. The vendor will notify the Director of Nutrition Services of a change before new personnel come to any BCSC property.
6. Vendor personnel will perform work without unnecessarily interfering with BCSC activities. The vendor will take precautions necessary to protect persons or property against injury and/or damage that may occur because of the fault or negligence of their employee.
7. The employment of unauthorized workers by the vendor is considered a violation of federal and state law. If the vendor knowingly employs unauthorized workers, such a violation shall be cause for termination of the awarded contract.
8. Vendor acknowledges that it shall not fulfill this contract in any part by use of a person who is barred by any state, local, or federal law from being on BCSC property at any time.

SECTION 2: CONTRACT REQUIREMENTS

BCSC considers this RFP legally binding and will require that this Request for Proposal and the resulting response be incorporated by reference into any subsequent contracts between the vendor and BCSC. It should be understood by the vendor that this means that BCSC expects the vendor to satisfy all requirements listed herein. Exceptions should be explicitly noted in your response. **The lack of exceptions listed on the individual Response Forms will be considered acceptance of all the specifications as presented in this RFP.**

Minimally, the contract MUST contain the following language:

1. Identification of Parties to the Agreement Clause

Both the vendor and BCSC shall be clearly identified by name. Neither of the identified parties to the agreement shall assign or encumber any of its rights, or delegate or subcontract any of its duties defined in the agreement, in whole or in part, to another third party unless the other party of the agreement gives its prior written consent. Subject to the foregoing covenant against assignment and delegation, the rights created by the agreement shall pass to the benefit of the identified party and the duties and obligations resulting from the agreement shall bind the identified party and their respective successors and assignees.

2. Entire Agreement Clause

This agreement, including appendices and reference attachments, constitutes the entire agreement between BCSC and the vendor and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject.

3. Applicable and Governing Law Clause

The agreement shall be subject to all laws of the federal government of the United States of America and the laws of the State of Indiana. All duties of either party shall be legally performable in Indiana. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Indiana.

4. Notices Clause

All notices or communications required or permitted as a part of the agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:

- a. Actually received; or
- b. Upon receipt by the sender of a certified mail, return receipt signed by an employee or agent of the party; or
- c. If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set out in the section of the agreement titled "Identification of the Parties to the Agreement" or such other address as the party may have designated by notice or agreement amendment to the other party.
- d. Any such notices listed above may also be posted via email to the Director of Nutrition Services via a "received receipt requested."
- e. Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party.

5. Effect of Regulation

Should any local, state, or national regulatory authority having jurisdiction enter a valid and enforceable order upon BCSC that has the effect of changing or superseding any term or condition of this agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent necessary under the law.

In such event, this agreement shall remain in effect, unless the effect of the order is to deprive BCSC of a material part of its agreement with the respondent. In the event the order results in depriving BCSC of materials or raising its costs beyond that defined in this agreement, BCSC shall have the right to rescind all or part of this agreement (if such

rescission is practical) or terminate the agreement upon thirty (30) days written notice to the respondent. Should the agreement be terminated under such circumstances, BCSC shall be absolved of all penalties and financial assessments related to the cancellation of the agreement.

6. Independent Contractor

It is expressly agreed that the respondent is not an employee of BCSC, but an independent contractor.

7. General Indemnification

The vendor agrees to indemnify, defend and hold harmless BCSC, its participants, successors, assigns, employees and agents from and against any claims, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of (i) the negligent acts or willful misconduct of the respondent and/or its officers, directors and employees, agents or subcontractors; (ii) any breach of the terms of this agreement by the respondent; (iii) any violation of applicable state and/or federal law, regulation, or requirement; or (iv) any breach of any representation or warranty by the respondent under this agreement. The vendor agrees to notify BCSC by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action, or proceeding for which it may be entitled to indemnification under this agreement.

8. Evidence of Insurance

The vendor agrees to maintain at no additional cost to BCSC the following insurances until the termination of services under this agreement:

- Workers' compensation coverage that meets or exceeds legal requirements;
- Professional liability insurance coverage with minimum limits of \$1,000,000.00; and
- A minimum Commercial General Liability limit of \$1,000,000.00.

Concerning any of the insurance policies provided by the respondent under this agreement which are "claims made" policies, in the event at any time any such policies are canceled or not renewed, the vendor shall provide a substitute insurance policy(ies) with terms and conditions and in amounts which comply with the terms of this agreement and which provides for retroactive coverage to the date of cancellation or nonrenewal to fill any gaps in coverage which may exist due to the cancellation or nonrenewal of the prior "claims made" policy(ies). Concerning all "claims made" policies, that are renewed, the vendor shall provide coverage retroactive to the date of commencement of work under this agreement. Before the commencement of performance of this agreement, the vendor shall furnish to BCSC a certificate of liability insurance evidencing all required coverage in at least the limits required herein naming the BCSC as additional insured under the comprehensive liability coverage and providing that no policies may be canceled without ten (10) days advance written notice to BCSC. Such a certificate shall be issued to BCSC. Said policies shall remain in full force and effect until the expiration of the terms of the firm or until completion of all duties

to be performed hereunder by the firm, whichever shall occur later.

9. Right to Terminate for Breach

Each party shall have, in addition to all other remedies available to it, the right to terminate this agreement immediately upon written notice to the other party that the other party has committed a material breach of any of its obligations herein, and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same. Upon termination of this agreement by either party for breach or default of the other party, each party shall be entitled to exercise any other right, remedy or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of this agreement or to recover damages for the breach of this agreement.

10. Right to Terminate for Convenience

BCSC shall have the right to terminate this agreement for any reason upon a thirty (30) day advance written notice to the respondent. However, BCSC may terminate this contract in whole by giving only a ten (10) day notice in writing if any of the following occur:

- a. Product deviates from the original specification or is found to be inferior or unwholesome.
- b. Production and/or service issues not corrected to the district's satisfaction within 10 days of the bidder being notified of the issue.
- c. Reoccurring issues with production and/or service that are not corrected to the district's satisfaction.

If the contract is terminated by BCSC as provided herein, the firm will be paid a fair payment as negotiated with BCSC for the products delivered as of the date of termination.

11. Nonperformance of Contract

In the event of the vendor's nonperformance under this contract and/or violation or breach of the contract terms, BCSC shall have a right to pursue all administrative, contractual, and legal remedies against the vendor and shall have the right to seek all sanctions and penalties as may be appropriate.

12. Cancellation

Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if the seller breaches any of the terms hereof including warranties of seller or if the seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in place of any other remedies that the buyer may have in law or equity.

13. Legal Contract Language

Your proposal is a legal commitment to BCSC. Your proposal (offer) must remain firm for the purpose stated herein, and all pricing and commitments must be honored if selected for award. If your proposal is selected by Brownsburg Community School Corporation for the award, you will be sent a letter of award. Payments will be made only for products and services accepted in writing. The person signing the proposal must be authorized to bind the proposing organization. All requirements stated herein, and your proposal shall be incorporated by reference into the contract resulting from this RFP.

14. Licensure Requirements

Before a contract under this RFP is executed, the selected respondent must hold all applicable business and professional licenses, permits, etc. BCSC may require any or all service providers to submit evidence of proper licensure.

SECTION 3: SPECIFICATIONS

Respondents shall provide a price schedule by filling out all sections of the proposal sheet via **Appendix A**. All price schedules shall follow the format and provide the information listed on the sheet.

Alternates are allowed, but the specifications should match our item list as closely as possible. All alternates need to be approved via email before submission by Jordan Ryan, Director of Nutrition Services.

- ITEM 1 - WALK-IN COMBINATION COOLER FREEZER, REMOTE (1 REQ'D)
Kolpak Model CUSTOM
Per plans and specifications. Refer to the attached Kolpak design drawings.
- ITEM 2 - DELIVERY AND INSTALLATION (1 REQ'D)
Receive new equipment at KEC's warehouse, inspect for damage, and deliver to the site. Remove existing shelving and set aside. Provide and install a dust barrier around the walk-in to protect existing kitchen space and equipment. Drain down, remove drops/heads, and cap off sprinkler heads in both compartments. (Envelop) Pump down refrigeration systems (2), remove existing walk-in cooler/freezer combination, condensing units, line sets, evaporators, drains, etc. (AJ Kitchen Installations) Chip out, and remove buried screed walls, insulation, tile, and concrete down to original cooler/freezer concrete base (approximately 8" deep). Install rebar, then pour back up to a 4" depression from transit level. (Sigler Concrete) Erect the walk-in in the new concrete depression, set condensing units, hang evaporators, run line sets, run drains, install heat trace, insulate as required (AJ Kitchen Installations), and make all final electrical connections. Re-install sprinkler heads, and charge system. (Envelop) Run out thermostatic probes. Hang new light fixtures and connect them to the existing circuit.

(R&M Electric) Install close-off trim as required. Caulk (seal) to adjacent surfaces. Install a cover base on the exterior of the unit to conceal any gaps between the existing tile floor and the new walk-in. Start-up and test for proper operation. Reinstall existing shelving. Clean up and remove all debris upon completion.

Brownsburg Community Schools approved Contractors:

R&M Electric - Danville, IN
Isaiah Thomas / 317-718-0487

AJ Kitchen Installations - Monon, IN
Johnathan Sandburg / 765-490-1718

Sigler Concrete - Pendleton, IN
Jay Sigler / 317-752-8025

Envelop (Fire Protection)
Rob Van / 317-557-2244

End of Specification

SECTION 4: QUESTIONNAIRE FOR RESPONDENTS

Please complete your response to the following questions in **Appendix B**:

BENEFITS OF THE FIRM

1. The name, address, phone number, and email address of the authorized agent submitting the proposal.
2. Description of company including:
 - a. Company size/history
 - b. Scope of clients serviced and members
 - c. Annual dollar amount of current contracts negotiated
 - d. Organizational chart
3. Name individual staff members in your company that would be assigned to BCSC and their specific duties.
4. Please list at least 5 school districts in Indiana that can be contacted as references.
5. What differentiates you from your competitors in the K12 school market?
6. Please provide information about any value-added services your firm provides to their customers or other pertinent information that you feel is important for consideration.

FIRM OPERATIONS

1. What is your firm's goal and timeline for completion of this project for BCSC?
2. Is your firm able to make weekend deliveries or complete installation work outside of normal hours if access is granted from BCSC without additional fees?

POLICIES/PROCEDURES

1. What are your firm's payment terms for school districts?
2. BCSC requires background checks on employees or vendors that enter school buildings. Please describe your firm's policy and how that can be reported to school districts.

WORK HISTORY

1. Please list all work history completed with the district in the last ten (10) years.

SECTION 5: EVALUATION

Proposals will be evaluated by BCSC based on the following selection criteria:

Brownsburg Community Schools SUPPLY AND INSTALLATION OF A WALK-IN COOLER AND FREEZER UNIT AT WHITE LICK ELEMENTARY		
CRITERIA		WEIGHT
Agreement to meet minimum requirements		Pass/Fail
Proposal Forms (Completed and Clear)		Pass/Fail
Pricing Analysis		40%
Benefits of Firm May include but not limited to: *Experience *Staffing		20%
Firm Operations/Policies and Procedures May include but not limited to: *Deliveries and coordination *Completion Timeline *Outside work hours *Employee background checks *Payment Terms		30%
Past Work Experience May include but not limited to: *Past work completed with the district		10%
TOTAL		100%

Please note that any past failure to meet any minimum quality or performance expectations on any product or service will be sufficient cause to reject your proposal regardless of the evaluation weighting.

SECTION 6: LOCAL, STATE AND FEDERAL CONTRACT PROVISIONS

This contract between BCSC and the firm shall be governed by the laws of the State of Indiana and all applicable federal regulations. The following information is a description of the required forms and policies that are a requirement of this request for proposal.

BCSC follows the rules and regulations regarding procurement as set forth by the Indiana State Board of Accounts and the Indiana Department of Education/Food Procurement Division, and the requirements of the USDA.

State, federal, and local purchasing policies and required forms are listed below. Any questions relating to these policies or any that are not listed are to be directed to Jordan Ryan, Director of Nutrition Services.

1. NON-COLLUSION STATEMENT

"I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respect fair and without collusion or fraud. I understand that collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards." This statement and the Non-collusion Affidavit form must be included in your submission. This form **MUST** be notarized to be accepted.

2. DEBARMENT AND SUSPENSION VERIFICATION

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the government's interest and only for the causes and under the procedures outlined in Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. 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 government-wide exclusions in the System for Award Management (SAM), under 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 contain 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. The contractor certifies that the contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Indiana or any agency of the federal government or as defined in the Federal Acquisition Regulation. The contractor will immediately notify the school food authority if the contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity. By

signing this agreement, the bidder is testifying that they are not debarred, suspended, or have any ineligible or voluntary exclusion with the U.S. Department of Agriculture or any other federal or state agency. All responses will be verified on the SAM.GOV Website.

3. LOBBYING CERTIFICATE

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. Per CFR 7.3018 - A Lobbying Certification and Disclosure must be completed for all bids of \$100,000 and over.

4. FAIR AND OPEN COMPETITION

This solicitation is intended to promote fair and open competition. If the language, specifications, terms, and conditions or any combination thereof restricts or limits the requirements in this solicitation to a single source, it must be the responsibility of the interested firm to notify Jordan Ryan, Director of Nutrition Services in writing, at jryan@brownsburg.k12.in.us so as to be received within five (5) business days after the date the solicitation is issued by BCSC. The solicitation may or may not be changed, but a review of such notification will be made before the award of the contract.

5. COPELAND “ANTI-KICKBACK” ACT

All contracts and subgrants of more than \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland “AntiKickback” Act (18 U.S.C. 874), 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 shall 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 is otherwise entitled. The recipient shall report all suspected or reported violations to the federal awarding agency.

6. DAVIS-BACON ACT

Under this act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon

the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency.

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Where applicable, all contracts awarded by recipients of more than \$2000 for construction contracts and more than \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 14 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the act, each contractor shall be required to compute the wages of every mechanic and laborer based on a standard work week of forty (40) hours. Work more than the standard work week is permissible provided that the worker is compensated at a rate of not less than 1.5 times the basic rate of pay for all hours worked more than forty (40) hours in the work week. Section 107 of the act applies to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government and the recipient in any resulting invention under 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.

9. CLEAN AIR AND WATER STATEMENT

Compliance with all applicable standards, orders, or requirements issued under the 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 over \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued under 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). The contractor certifies that none of the facilities it uses to produce goods provided under the contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. The contractor will immediately notify the school food authority of the receipt of any communication indicating that any of the contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

10. SOLID WASTE DISPOSAL ACT

A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the

Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining an acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. ENERGY POLICY AND CONSERVATION ACT

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 (Public Law 94-163, 89 Stat.871).

12. ALLOWABLE COSTS-RETURN OF REBATES, DISCOUNTS AND CREDITS

No expenditure may be made from the non-profit CNP account that permits or results in the firm receiving payment above the firm's actual, net allowable costs. The firm must maintain documentation of costs, discounts, rebates, and other applicable credits and must furnish such documentation upon request to the school food authority, the Indiana Department of Education, or USDA. All end user intended discounts, rebates and applicable credits received by the firm when purchasing goods on behalf of the school food authority must be returned to the school food authority's non-profit school food service account.

13. COST REIMBURSABLE CONTRACTS

Compliance with 7 CFR § 210.21 Cost Reimbursable Contracts: selected contractors must be able to comply with 7 CFR § 210.21(f), 215.14a(d), and 220.16(e). Cost-reimbursable contracts, which state the following:

- Required provisions: the school food authority must include the following provisions in all cost-reimbursable contracts, including contracts with cost-reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:
 - Allowable costs will be paid from the non-profit school food service account to the contractor net of all discounts, rebates, and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
 - The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the unallowable amount (cannot be paid from the nonprofit school food service account); or
 - The firm must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including

- directly associated costs in a manner suitable for contract cost determination and verification;
- The contractor's determination of its allowable costs must be made in compliance with the applicable departmental and program regulations and Office of Management and Budget cost circulars;
 - The contractor must also identify the amount of each discount, rebate, and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the state agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
 - The contractor must identify the method by which it will report discounts, rebates, and other applicable credits allocable to the contract that are not reported before the conclusion of the contract; and
 - The contractor must maintain documentation of costs and discounts, rebates, and other applicable credits, and must furnish such documentation upon request to the school food authority, the state agency, or the department.

14. FORCE MAJEURE

If by any reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this agreement then such party shall give notice and full particulars of Force Majeure in writing to the other part within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as herein provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein shall mean acts of God, strikes, lockout, or other industrial disturbances, acts of public enemy, orders of any kind of government of the United States or the State of Indiana, or any civil or military authority, insurrections, riots, epidemics, arrests, restraint of government and people, civil disturbances, explosions, acts of war, or any other causes no reasonably in the control of the party claiming such inability.

15. HUB STATEMENT (7CFR3016.36(e))

BCSC intends to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises, and labor surplus area firms. BCSC's contractors, suppliers and subcontractors, and vendors of goods, equipment services, and professional services shall not discriminate based on race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate determining factor in contractor, subcontractor, vendor, service, professional service, and supplier utilization. All vendors, suppliers, professionals, and contractors doing business or

anticipating doing business with BCSC shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity in the procurement process.

16. SUPPLIER DIVERSITY-MINORITY AND WOMEN'S BUSINESS ENTERPRISES (M/WBE)

It is the policy of the BCSC through its Supplier Diversity Initiative to increase business opportunities for Minority and Women's Business Enterprises (M/WBEs) (7CFR3016.36(e)). Our commitment is to maximize M/WBE participation through the development of mutually beneficial business relationships with these enterprises. Proposals that have been certified as Targeted Small Business (TSB) Programs are required to indicate their TSB status when responding to the RFP.

17. LABOR AND CIVIL RIGHTS LAW

Under Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating based on race, color, national origin, sex, age, and disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410, or call (202) 720-5964 (voice and TDD). BCSC is an equal opportunity provider and employer. Equally, the firm shall comply with applicable federal, state, and local laws and regulations about wages, hours, and conditions of employment. In connection with the firm's performance of work under this contract, the firm agrees not to discriminate against any employee(s) or applicant(s) for employment because of sex, age, race, color, religion, creed, sexual orientation, gender identity, national origin, or disability. The firm shall also comply with applicable civil rights laws as amended including but not limited to Titles VI and VII of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.

18. RECORD RETENTION AND ACCESS CLAUSE

The firm shall maintain books, records, and documents under generally accepted accounting principles and procedures which sufficiently and properly document and calculate all charges billed to BCSC throughout the term of the contract for at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include financial records, service records, and bid records. The firm shall permit the Auditor of the State of Indiana or any authorized representative of the school food authority, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the firm relating to this RFP. The firm shall not impose a charge for audit or examination of the firm's books and records. If an audit

discloses incorrect billings or improprieties, the state and/or the governing Board of BCSC reserve the right to charge the firm for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

19. RFP/BID PROTEST PROCEDURES

A protest shall comply with and be resolved according to the attached protest policy. All protests shall be in writing and shall be delivered to the address of the individual listed in the “if you have questions” on the RFP. A protest of a solicitation shall be received by the named individual before the offer due date. A protest of an award shall be filed within ten days after the notification is made public. BCSC shall in all instances disclose information regarding protests to the state agency.

20. ASSURANCE OF ETHICAL PRACTICES

Per regulation 7CFR3016.36(3) the firm must maintain written standards of conduct (or code of ethics) covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. The standards of conduct must include:

- No employee, officer, or agent of the firm shall participate in the selection, or the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- The firm’s officers, employees, or agents will neither offer, solicit, nor accept gratuities, favors, or anything of monetary value from customers, potential customers, contractors, potential contractors, or parties to sub-agreements.
- The firm may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value, as permitted by law. To the extent permitted by law, such standards of conduct will provide for penalties, conditions, or other disciplinary actions for violations of such standards by the firm’s officers, employees, or agents, or by contractors, sub-contractors, or their agents. Please include your firm’s code of ethics with your submission.

21. LUNSFORD ACT REQUIREMENT

The Jessica Lunsford Act requires all contracted vendors who are permitted access on school grounds when students are present, who have direct contact with students, or who have access to or control of school funds, to undergo a background check.

22. DUTY TO EXAMINE

It is the responsibility of each bidder to examine the entire solicitation, seek clarification in writing, and check its offer for accuracy before submitting the offer. Lack of care in preparing an offer shall not be grounds for withdrawing the offer after the offer's due date and time.

23. EXCEPTIONS TO TERMS AND CONDITIONS

A proposal that takes exception to a material requirement of any part of this solicitation, including a material term and condition, shall be rejected. Other exceptions should be listed in

the form located at the end of this document.

24. RESERVATIONS

BCSC reserves the right to accept or reject any or all proposals. The awards of this proposal will be made to the lowest responsible and most responsive respondent who submits pricing on items as designated. Past service and quality of product as it relates to this proposal will also be part of the evaluations. BCSC also reserves the right to accept or reject any section of the proposal that the evaluation committee determines would not be in the best interest of the district. BCSC reserves the right to terminate the contract at any time for due cause which shall include such reasons as unsatisfactory service or unsatisfactory products. Any such decision shall be considered final and not subject to further recourse.

SECTION 7: Respondent Checklist

Please use the following checklist to make sure you have all the documentation needed to complete your proposal. Omitting any of the following may be grounds to reject the proposal.

FOR SUBMISSION:

1. Proposal:
 - a. Appendix A – Price Schedule
 - b. Appendix B – Response to Questionnaire
 - c. Signed Forms
 - i. Bid Signature Page
 - ii. Notarized Non-Collusion Affidavit
 - iii. E-Verify Page
 - iv. Certification Regarding Debarment
 - v. Lobbying Form
 - vi. Clean Air and Water Form
 - vii. Appendix C – Exceptions to Terms, Conditions, and Specifications

These items should be mailed to the following address:

Brownsburg Community School Corporation
Attention: Jordan Ryan, RFP for Walk-In Units
310 Stadium Drive
Brownsburg, IN 46112

**APPENDIX A:
Price Schedule-See Specifications**

Equipment	Price
WALK-IN COMBINATION COOLER FREEZER, REMOTE (1 REQ'D) Kolpak Model CUSTOM	
Delivery and Installation	
TOTAL PRICE	

APPENDIX B: Questionnaire

BENEFITS OF THE FIRM

7. The name, address, phone number, and email address of the authorized agent submitting the proposal.
8. Description of company including:
 - a. Company size/history
 - b. Scope of clients serviced and members
 - c. Annual dollar amount of current contracts negotiated
 - d. Organizational chart
9. Name individual staff members in your company that would be assigned to BCSC and their specific duties.
10. Please list at least 5 school districts in Indiana that can be contacted as references.
11. What differentiates you from your competitors in the K12 school market?
12. Please provide information about any value-added services your firm provides to their customers or other pertinent information that you feel is important for consideration.

FIRM OPERATIONS

3. What is your firm's goal and timeline for completion of this project for BCSC?
4. Is your firm able to make weekend deliveries or complete installation work outside of normal hours if access is granted from BCSC without additional fees?

POLICIES/PROCEDURES

3. What are your firm's payment terms for school districts?
4. BCSC requires background checks on employees or vendors that enter school buildings. Please describe your firm's policy and how that can be reported to school districts.

WORK HISTORY

2. Please list all work history completed with the district in the last ten (10) years.

APPENDIX C:
Exceptions - please list. If none, leave blank.

PRICING PROPOSAL: SIGNATURE PAGE

By signing below, I agree:

Under the notices given, the undersigned offers a proposal to the Board of Brownsburg Community School Corporation under the requirements stated herein. ***Determination of award will be based upon factors stated herein and judgment of the proposals best meeting the requirements of the program.*** Any changes or alterations in the items specified or failure to respond to any requirement may lead to the rejection of the proposal. Respondent understands that this proposal is a legal commitment of pricing and terms, and that such pricing may only be withdrawn with the written approval of BCSC. Failure to honor pricing, terms, and conditions as proposed may result in BCSC pursuing all appropriate action, including action against the proposal surety and/or prohibition of future business with the BCSC. Proposals are to be provided on the proposal response forms provided (or utilizing the same format).

PROPOSAL SIGNATURE (REQUIRED)

I agree by signing below that I am authorized to bind the proposing organization to all commitments made herein, and if selected, agree to provide "Supply and Installation of Serving Lines for Multiple Elementary Schools" as specified.

Signature

Date

Title

Company Name and Location

Clean Air and Water Certificate

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate.

Name of Vendor

Name of School Food Authority

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued there under before the award of this contract.

B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).

B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

Signature of Vendor's
Authorized Representative

Title

Date

Signature of School Food Authority's
Authorized Representative

Title

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____

_____ COUNTY

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

Offeror (Firm)

Signature of Offeror or Agent

Subscribed and sworn to before me this _____ day of _____, _____

My Commission Expires: _____

Notary Public

County of Residence _____

Source: IC 5-22-16-6

CERTIFICATION THAT CONTRACTOR, ITS PRINCIPALS OR SUB-RECIPIENTS ARE NOT SUSPENDED OR DEBARRED FROM DOING BUSINESS WITH THE FEDERAL GOVERNMENT

By signing below, respondent certifies that the responding contractor, its principals and/or sub-recipients are not suspended or debarred by the Federal Government, nor is any known suspension or debarment procedure pending. Contractor agrees to notify Brownsburg Community School Corporation in writing of any suspension or debarment, or potential suspension or debarment proceeding. Failure to report any suspension or debarment, or any potential suspension or debarment will be sufficient cause to terminate this contract and report such termination to Federal Authorities. The contractor representative certifies that he/she has the authorization to make such certification and to bind the contractor to all representations here in.

Respondent's Company

Respondent's Printed Name

Respondent's Printed Title

Respondent's Signature

Date

E-Verify Program

The Indiana General Assembly in 2011 adopted Indiana Code 22-5-1.7-11. This statute requires Brownsburg Community School Corporation to obtain from its vendors certification that the vendor does not knowingly employ an unauthorized alien and it participates in the E-verify program. As part of your bid response, please read the declaration below, then sign and return it with your response. This must be included in your bid response to be considered a responsible and responsive bidder.

Declaration

1. I have reviewed Ind. Code 22-5-1.7 sections 11 through 13 and have sufficient knowledge of the personnel practices of the Business Entity to execute this Declaration on behalf of the Business Entity.
2. The Business Entity has legal counsel and has had the opportunity to consult that counsel, and accordingly, it has not relied on the Governmental Entity's advice or counsel in complying with the legal requirements addressed in this Declaration.
3. The Business Entity is enrolled in and uses the federal E-Verify program to verify the eligibility to work of all newly hired employees of the Business Entity.
4. The Business Entity does not knowingly employ applicants or retain in its employ a person whose immigration status makes them ineligible to work for the Business Entity.
5. The Business Entity has verified that any subcontractors utilized to deliver services to the Governmental Entity through the Business Entity's contract with the Governmental Entity use the E-Verify system and do not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor.
6. As an authorized agent of the Business Entity, I acknowledge that Ind. Code 22-5-1.7-13 requires that the Business Entity's compliance with the terms of this Declaration be incorporated into the Business Entity's contract for services with the Governmental Entity, and if the Business Entity fails to remedy a violation of this provision of its contract for services with the Governmental Entity within the thirty (30) day period prescribed in Ind. Code 22-5-1.7-12(b), violation of this term of that contract for services requires termination of that contract and that the Business Entity is liable to the Governmental Entity for actual damages.

I declare under penalty of perjury, a Class D Felony, that the foregoing representations are true.

Business Entity Name: _____ Date: _____

Agent's Printed Name: _____

Agent's Signature: _____

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or 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 subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A

Reporting Entity: _____ Page ____ of ____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
 1. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
 4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
1. If the organization filing the report in item 4 checks "Sub awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
2. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
3. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
4. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
5. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
6. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
7. (b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
8. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
9. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
10. Check all that apply. If other, specify nature.
11. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact

with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

16. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.

17. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-00046), Washington, DC 20503.