

**Hamilton Southeastern Schools
Hamilton County, Indiana
("HSE")**

**REQUEST FOR PROPOSALS
DATED: March 15, 2018**

EXCLUSIVE LONG-TERM BEVERAGE CONTRACT

A. GENERAL CONDITIONS

1. Contact person for the school corporation is:
Michael Reuter
Chief Financial Officer
Hamilton Southeastern Schools
13485 Cumberland Road
Fishers, IN 46038
Telephone: 317-594-4100
E-Mail: mreuter@hse.k12.in.us

Beverage companies requesting more information should direct their questions to the person named above. CONTACT BY PROSPECTIVE COMPANIES REGARDING ANY MATTERS SET FORTH IN THIS REQUEST FOR PROPOSALS (THE "RFP") IS LIMITED TO MICHAEL REUTER. PROSPECTIVE COMPANIES MAKING DIRECT OR INDIRECT CONTACT WITH ANY OTHER EMPLOYEE OR BOARD MEMBER OF HSE RISK DISQUALIFICATION IN THIS PROCESS.

2. HSE reserves the right to:
 - Accept or reject any or all documents or parts, to waive any technicalities or irregularities, and reserves the right to request future proposals at its discretion.
 - Contact any, all, or none of the selected beverage companies for clarification and/or modification of their proposal.
 - Select or reject any of the alternatives as may be submitted by the beverage companies, and to give added consideration to special or unusual features that may be included in the company's proposal.
 - Negotiate any and all final terms of the proposal; and
 - Postpone or cancel award or execution of the contract for any reason prior to contract execution.
3. Sealed proposals must be submitted to Michael Reuter's attention at the address set forth above no later than 10:00 am, April 16, 2018. The envelope should be marked "Proposal for Exclusive Long-Term Beverage Contract 2018-2019." Proposals should include completed copies of Appendices A through O, and companies must complete and sign Appendix F, I, K, L, M, N and O as appropriate. Companies should submit one complete paper copy of their proposal and one electronic copy.

4. The selected company shall, in the performance of services pursuant to the RFP, fully comply with all applicable federal, state, or local laws, rules and regulations, and shall hold the HSE harmless from any liability from failure of such compliance.
5. The selected company shall maintain in force at all times during the term of any agreement resulting from this RFP, with an insurance carrier acceptable to the HSE, the following insurance:
 - A. Employer's Liability \$1,000,000 each accident
 \$1,000,000 each aggregate
 - B. Liability
 - Basic \$2,000,000 general aggregate
 \$1,000,000 each occurrence
 - Umbrella \$3,000,000 general aggregate
 \$3,000,000 each occurrence
 - C. Auto Liability \$1,000,000 combined single limit liability bodily property damage
 \$1,000,000 uninsured/underinsured motorists
 \$1,000,000 hired and un-owned auto liability.

These coverages and limits are to be considered minimum requirements and shall in no way limit the liability or obligations of the selected company under the agreement with the HSE. The selected company will covenant and agree that such company shall notify the HSE at least thirty (30) days prior to termination or restrictive amendment to any of the foregoing insurance. The selected company shall provide a Certificate of Insurance to the HSE as evidence of the required coverage, with the HSE listed as an additional insured or loss payee on a non-contributory basis.

ENROLLMENT

Presented below are the enrollment figures (A.D.M.) for the past three years.

School	2015/2016	2016/2017	2017/2018
HSE HS	3,018	3,134	3,201
Fishers HS	3,142	3,253	3,357
Fall Creek JH	781	842	903
Fishers JH	965	985	1,030
HSE Inter/JH	1,126	1,200	1,208
Riverside JH	1,023	1,022	994
Fall Creek Inter	822	822	900
Riverside Inter	993	946	922
Sand Creek Inter	1,017	970	977
Brooks School Elem	717	718	694
Cumberland Rd. Elem	656	657	579
Durbin Elem	379	379	408
Fall Creek Elem	694	685	631
Fishers Elem	471	487	452
Geist Elem	738	780	806
Harrison Parkway Elem	660	615	611
Hoosier Rd. Elem	752	724	683
Lantern Rd. Elem	751	763	789
New Britton Elem	724	715	721
Sand Creek Elem	690	642	658
Thorpe Creek Elem	711	775	823
HSE/Fishers Academy	N/A	N/A	(1)
Total Enrollment	20,830	21,114	21,347
Other Facilities			
Administration Building	N/A	N/A	53 Employees
Transportation	N/A	N/A	349 Employees
(1) The students attending the HSE/Fishers Academy are included in the totals for HSE HS and Fishers HS set forth above.			

B. ELEMENTARY & INTERMEDIATE SCHOOLS

All soft drink machines housed in the teacher's lounge are not available to students at any time. As an option, we would like to locate an additional machine near the gymnasium containing products complying with the National School Beverage Guidelines established by the American Beverage Association (collectively, the "NSBG") to serve during after-school programs.

C. JUNIOR HIGH SCHOOLS

All soft drink machines housed in the teacher's lounge are not available to students at any time. All Junior High Schools have an inside and outside concession areas. All concessions will be operated by district personnel or parent volunteers. As an option, we would like to locate an additional machine near the gymnasium and/or one

other location within the building containing products complying with the NSBG to serve during after-school programs.

D. HIGH SCHOOLS

All soft drink machines housed in the teacher's lounge are not available to students at any time. Vending machines (with products complying with the NSBG) are placed throughout the High Schools and are available to students at any time.

As an option, we would consider proposals from the successful company to place advertisements in the athletic programs and on the existing scoreboards in the field house, football field, softball field and baseball field in cooperation with the HSEHS/FHS Athletic Directors.

All concessions are operated by booster organizations.

E. ADMINISTRATION BUILDING

The Administration Building has one (1) soft drink cooler that is available to employees and visitors during business hours.

F. TRANSPORTATION CENTER

The Transportation Center one (1) soft drink machine that is available to employees during business hours. As an option, we would like to locate an additional machine in the Transportation Center.

G. HSE/FISHERS ACADEMY

The HSE/Fishers Academy is located at an offsite location and would like to have one (1) soft drink cooler that is available to students and staff.

H. FOOD SERVICE DEPARTMENT

The Food Service Department will sell the successful company's product on the line only to the extent that it meets USDA Nutrition Guidelines. Regular soft drinks will not be sold on the line. It is important to Hamilton Southeastern Schools that our responsibility is to educate the minds of our students, and we also feel that we should offer the most nutritional product available for their bodies.

The successful company will work with the Food Service Department to develop professional signage to display menu items and prices on the serving lines at all High and Junior High Schools. The signage may list the successful company's product by name, or may display a simple company's logo along with the menu items. The successful company shall pay the cost of the signage.

The signage may be evaluated at the mid-point of the contract, and new signage may be developed at the cost of the successful company. Updates within the contract period could be made with the approval of Hamilton Southeastern Schools, at its sole and complete discretion.

Beverage equipment will be supplied, installed, and maintained by the successful company in all Junior High and High School buildings.

I. SPECIFIC REQUIREMENTS

1. Hamilton Southeastern Schools reserves the right to discontinue the contract with the successful company on thirty (30) days' notice in writing for violation by the successful company of the terms of the contract, service becomes unsatisfactory as determined in the sole and complete discretion of Hamilton Southeastern Schools, or if profits fall below expectations.
2. The successful company may not assign any contract entered into without the prior written approval of Hamilton Southeastern Schools.
3. All 12 oz. to 24 oz. beverage products distributed through vending machines will have to be the successful company's products. No competitive beverage products may be sold or dispensed by a competitor.
4. "Beverage" or "Beverages" means all cold carbonated and non-carbonated, non-alcoholic, natural, or artificially flavored drinks for independent consumption, but excludes all milk and dairy based drinks.
5. All vending equipment must be supplied, installed, and maintained by the successful company at no cost to Hamilton Southeastern Schools. All equipment must be new, state-of-the-art and remain in that condition throughout the life of the contract. All vending machines are to be equipped with currency changers, credit/debit card readers and timers. There will be no change from the contract initiation in the number of, or location of vending machines or signs in any school without prior written consent of Hamilton Southeastern Schools. The successful company is expected to provide repair service at its cost within a 24-hour time limit.
6. The successful company is expected to provide full service vending (except for the Food Service Department). The company must detail the formula for vending commission, payment, and percentages for the complete line of beverages. Appropriate accounting and inventory systems shall be maintained to assure Hamilton Southeastern Schools completes accountability of all financial transactions. The right to audit these transactions is reserved by Hamilton Southeastern Schools. On a quarterly basis, the successful company shall supply the Hamilton Southeastern School's Chief Financial Officer or his/her designee with an accounting of the number of cans/bottles sold, profit made by each machine for each location. Sales commissions will be paid to Hamilton Southeastern Schools, or if designated by Hamilton Southeastern Schools to each school building, by the 10th of each month based on the prior month's sales.
7. Hamilton Southeastern Schools will make all reasonable effort to order Food Service product in appropriate quantities, however, in the event Hamilton Southeastern Schools Food Service Department has product in inventory, which exceeds its expiration date, the company agrees to either, replace the product or, credit Hamilton Southeastern Schools account for such product. Hamilton Southeastern Schools Food Service Department will be billed monthly for the product ordered.
8. Hamilton Southeastern Schools agrees to use the successful company's products for ala carte cafeteria sales for 8 oz. to 24 oz. size. The exclusive agreement does not apply to milk products. Beverage vending machines in the cafeterias will not be operational during the lunch serving times.
9. Beverages sold at concession stands, with the exception of fresh brewed coffee, fresh brewed tea, hot chocolate, bottled water and fresh squeezed juices will be the successful company's products. The successful company will provide the appropriate amount of equipment to support the dispensing, selling, and promotion of beverage products (post-mix, pre-mix dispensers, reach-in coolers, ice beverage carts trailers, etc.).
10. Hamilton Southeastern Schools will participate in mutually agreed upon promotional campaigns; however, none of Hamilton Southeastern Schools' facilities will be redemption centers. All signage must be approved by Hamilton Southeastern Schools, and it will be at the successful company's cost to procure and install said signs without damaging school property. Any damage will be the responsibility of the successful company. Complimentary advertisements of mutually agreed upon size would be allowed in all extracurricular programs.

11. The successful company will supply coolers, cups, towels, etc. for all high school sporting events up to _____ cost annually for each high school. Supply coolers, cups towels, etc. for junior high school sporting events up to _____ cost annually for each junior high school.
12. As soft drink sales increase, the annual payment will adjust accordingly.
13. The successful company and Hamilton Southeastern Schools will determine vending prices.
14. When students or staff lose money in the machines, the successful company will reimburse the school based on a list of which students and staff lost money. If a machine malfunctions and gives soft drinks away, Hamilton Southeastern Schools will still get the commission sales as if the money was deposited.
15. The successful company will allow Hamilton Southeastern Schools and booster organizations to sell any remaining product until the existing inventory is depleted. The booster organizations will be able to accept and sell all donated beverages.
16. Hamilton Southeastern Schools Food Service Department prefers to place online orders through the successful company's website. If that is not an option, orders will be emailed or called in by 12:00 (noon) for next day delivery. Orders called in on Friday will be delivered on the following Monday. In the event the successful bidder is unwilling or unable to meet such delivery deadline, the successful company grants Hamilton Southeastern Schools the right to fill its order with a vendor of its choice until that product becomes available.
17. The successful company will supply an adequate number of risers to be used by Hamilton Southeastern Schools Food Service Department to properly store inventory off the floor.
18. All deliveries to Hamilton Southeastern Schools Food Service Department must be checked in and signed by Hamilton Southeastern Schools Food Service Department personnel before the successful company's driver leaves. This will prevent drop-off of unwanted and unneeded product.
19. Beverages or soft drinks as used herein specifically exclude dairy products, drinks such as "Crystal Light" and others if they are not currently in the successful company's product line. In the event the successful company add or products similar to "Crystal Light" and others to its product line, it is understood and agreed that such products from the successful company's line will be included under the agreement, provided the successful company submits a proposal to pay commissions to Hamilton Southeastern Schools on such products which are reasonably proportional to those paid on similar beverages and which are commercially reasonable.
20. The successful company may have to supply at their expense Limited Criminal Histories of those employees entering the premises of Hamilton Southeastern Schools.

J. QUANTITIES BY LOCATION FOR SCHOOL YEAR 2016-17

	Direct Delivery⁽¹⁾	Full Service Vending⁽¹⁾
Elementary Schools		
Brooks School Elementary	333	57
Cumberland Road Elementary	25	46
Durbin Elementary	120	35
Fall Creek Elementary	65	65
Fishers Elementary	0	32
Geist Elementary	163	65
Harrison Parkway Elementary	200	21
Hoosier Road Elementary	93	47
Lantern Road Elementary	95	25
New Britton Elementary	255	41
Sand Creek Elementary	138	74
Thorpe Creek Elementary	0	62
Intermediate/Junior Highs Schools		
Fall Creek Intermediate	345	87
Fall Creek Junior High	1326	64
Fishers Junior High	726	72
HSE Intermediate/Junior High	763	41
Riverside Intermediate/Junior High	1416	102
Sand Creek Intermediate	469	65
High Schools		
HSE High School	7607	864
Fishers High School	6858	764
Other Facilities		
Administration Building	94	19
Transportation	0	59
⁽¹⁾ Amounts are in cases.		

K. BID PROPOSAL

1. A proposal should be submitted for a one (1) year period with a starting date of August 1, 2018 for an amount paid to HSE for the Full Service Commission Sales. (Appendix A)
 - Full service at all locations (except Food Service and Concession Areas).
 - Growth factor, if applicable, for increased sales or growth in students.
 - Guaranteed product price with no more than two price increases, maximum of 3% each, during the life of the contract unless agreed upon by the HSE in its sole and complete discretion.
2. HSE reserves the right to annually extend the agreement for an additional year up to no more than five (5) years in total. Extensions will be effective through an amendment to the agreement.
3. A proposal should be submitted for an amount paid to HSE annually for the food service sales, which is not full service. (Appendix B)
4. A proposal should be submitted for an amount paid to HSE for corporate sponsorship in exchange for exclusive beverage provider rights on the dates indicated. (Appendix C)
5. A proposal should be submitted describing any free product that HSE will receive. (Appendix C)
6. A proposal should be submitted for guaranteed product prices for the concession programs. (Appendix D)
7. Companies should complete Appendix E.
8. Companies should complete and sign a copy of Appendix F.
9. Companies are encouraged to submit other offerings they might have that have not been previously addressed.
10. A listing of each location and their address is shown in Appendix G.
11. Companies should complete and sign Appendices I through O as appropriate.

L. DETERMINATION OF SUCCESSFUL COMPANY

1. It is the intent of HSE to award the successful company in early May, 2018 for implementation on August 1, 2018.
2. The determination of the successful company is the sole discretion of HSE. The criteria used will include, but not limited to, fees paid to HSE, commissions paid to the schools, service levels and responsiveness and existing product line.
3. The successful company agrees that the awarding of a new contract terminates any existing contract on August 1, 2018.
4. All decisions are final. Upon submission of a response to the RFP, the company hereby agrees to all terms and conditions set forth in the RFP.

M. SCHEDULE

The following is the approximate schedule for the awarding of a new contract:

- Advertise the RFP 3/15/18
- Distribute the RFP 3/15/18
- Responses due 4/16/18 Time: 10:00 a.m.
- Board approval 5/9/18
- New contract begins 8/1/18

N. CONTRACT DURATION

Hamilton Southeastern Schools intends to enter into a contract with an effective date of August 1, 2018 through June 30, 2019. Hamilton Southeastern Schools reserves the right to annually extend the Agreement for an additional year up to no more than five (5) years in total. Extensions will be effective through an amendment to the Agreement.

Appendix A

Full Service Commission Sales

Product Name	Product Size	Number in Case	Proposed Company Price	HSE Cost	Commission Percentage	Rebate Incentive (\$ per Case)
Bottled Water						
Carbonated Soft Drinks						
Non-Carbonated Soft Drinks						
Sports Drinks						
Flavored Water						
Carbonated Soft Drinks						
Juices Refreshments						
Sports Drinks						
Vitamin Water						

Appendix C

Marketing Payment Schedule

August 1, 2018

August 1, 2019

August 1, 2020

August 1, 2021

August 1, 2022

August 1, 2023

August 1, 2024

Total

Please fill in the blanks as to the amount of “Marketing Money” your company would pay the HSE on the above dates.

Company must be willing to agree to a 10% penalty clause if the payment is not made according to the schedule above within 45 days of the due date.

A \$3,000 annual payment will be made to the HSE foundation at the company’s expense. Free product will be provided to the foundation for their annual fund raising event.

Free Product

Company will provide \$_____ in free product each agreement year. In addition, each athletic department for the high schools and junior/intermediate schools will be provided with sports drink sideline kits each agreement year (\$_____ annual retail value).

Appendix D

Concession Sales

Product Name	Product Size	Number in Case	Proposed Company Price	HSE Cost (after rebate)	Commission Percentage	Rebate Incentive (\$ per Case)
Juices To Go	10oz bottles	24				
Water	300ml	24				
Water	12oz	24				
Carbonated Soft Drinks	12oz	24				
Non-Carbonated Soft Drinks	12oz	24				
Sport Drink	12oz	24				
Juices To Go	450ml	24				
Water	500ml	24				
Flavored water	16.9oz	12				
Tea	18.5oz	12				
Dasani/Flavors	20oz	24				
Carbonated Soft Drinks	20oz	24				
Juice Refreshments	20oz	24				
Vitamin Water	20oz	24				
Sports drink	20oz	24				

Appendix E

**Summary of Proposal
Value to the School Corporation**

	Annual Payment	Number of Cases Full Service	Commission Amount Full Service	Number of Cases Direct Delivery	Rebate or Comm. Amount Direct Delivery	Value of Free Product	Total Annual Value
Year 1							
Year 2							
Year 3							
Year 4							
Year 5							
Year 6							
Year 7							
Total							

Appendix F

REPRESENTATIONS AND CERTIFICATION:

The undersigned hereby affirms that:

- * He/she is a duly authorized agent of the company.
- * He/she has read and agrees to all of the terms and conditions set forth Request for Proposals, dated March 15, 2018 (the "Request for Proposals").
- * The company will accept any awards made as a result of this Request For Proposals if the acceptance is made within 180 calendar days after the response due date.

I hereby certify that I am submitting the following offer as my firm's proposal. I understand that by virtue of executing and returning with our response this required response form, I further certify full, complete, and unconditional acceptance of the contents of this Request for Proposals. (SEE APPENDIX G)

Submitted by: _____ Title: _____

Company Name: _____

Address: _____

City : _____ State: _____ ZIP: _____ Telephone No: _____

E-mail Address: _____

By: _____ Date: _____
Signature of Agent

Appendix G

LOCATIONS:

Hamilton Southeastern High School

13910 East 126th Street, Fishers, IN 46037

Fishers High School

13000 Promise Road, Fishers, IN 46038

Fall Creek Junior High School

12001 Olio Road, Fishers, IN 46037

Fishers Junior High School

13257 Cumberland Road, Fishers, IN 46038

Hamilton Southeastern Intermediate/Junior High School

12278 North Cyntheanne Road, Fishers, IN 46037

Riverside Junior High School

10910 Eller Road, Fishers, IN 46038

Fall Creek Intermediate School

12011 Olio Road, Fishers, IN 46037

Riverside Intermediate School

11014 Eller Road, Fishers, IN 46038

Sand Creek Intermediate School

11550 East 131st Street, Fishers, IN 46038

Brooks School Elementary

12451 Brooks School Road, Fishers, IN 46037

Cumberland Road Elementary

13535 Cumberland Road, Fishers, IN 46038

Durbin Elementary

18000 Durbin Road, Noblesville, IN 46060

Fall Creek Elementary

12131 Olio Road, Fishers, IN 46037

Fishers Elementary

11442 Lantern Road, Fishers, IN 46038

Geist Elementary

14051 East 104th Street, Fishers, IN 46040

Harrison Parkway Elementary

14135 Harrison Parkway, Fishers, IN 46038

Hoosier Road Elementary

11300 East 121st Street, Fishers, IN 46037

Lantern Road Elementary

10595 Lantern Road, Fishers, IN 46037

New Britton Elementary

8660 East 131st Street, Fishers, IN 46038

Sand Creek Elementary

11420 East 131st Street, Fishers, IN 46038

Thorpe Creek Elementary

14642 East 126st Street, Fishers, IN 46037

Hamilton Southeastern Fishers Academy

14044 Britton Park Drive, Fishers, IN 46038

Administration

13485 Cumberland Road, Fishers, IN 46038

Transportation

13337 Cumberland Road, Fishers, IN 46038

Appendix H

- **Page 4, Section H:** All beverage equipment will be supplied, installed, and maintained by the successful company. The successful company is expected to provide repair service at its cost within a 24-hour time limit of notification. Company will communicate to HSE if any unforeseen circumstances (i.e. need to order parts, need to replace equipment, etc.) prevent equipment repair within 24 hours.
- **Page 5, Section I (1):** The HSE reserves the right to discontinue the contract with the successful company on thirty (30) days' notice in writing for violation by the successful company of the terms of the contract. Prior to termination rights being exercised, Company shall be given (45) days to remedy any alleged breach of the agreement. In addition, Company shall have reciprocal termination rights in the event of contract breach.
- **Page 5, Section I (2):** The successful company may not assign any contract entered into without the prior written approval of the HSE. Notwithstanding the foregoing, Company may assign or delegate the Agreement pursuant to its reorganization or the sale or merger of its assets, or to any of its divisions or wholly-owned subsidiaries, or the divisions or wholly-owned subsidiaries of Company may assign this Agreement to another licensee or distributor of Company.
- **Page 5, Section I (4):** "Beverages" means all non-alcoholic beverages (i.e. anything consumed by drinking), whether or not such beverages (i) contain nutritive, food, or dairy ingredients, OR (ii) are in a frozen form. This definition applies without regard to the beverage's labeling or marketing. Powders, syrups, grounds (such as for coffee), herbs (such as for tea), concentrates and all other beverage bases from which Beverages can be made, and brands and products of water purification and beverage making systems are deemed to be included in this definition. For the avoidance of doubt, "flavor enhancers", "liquid water enhancers", and non-alcoholic beverages sold as "shots" or "supplements" are considered Beverages. "Beverage" or "Beverages" shall not include fresh-brewed unbranded coffee and fresh-brewed unbranded tea products, unflavored dairy products, water drawn from the public water supply or unbranded juice squeezed fresh on Campus.
- **Page 5, Section I (5):** All vending equipment must be supplied, installed, and maintained by the successful company at no cost to the HSE. All equipment must be new, or like new, and remain in that condition throughout the life of the contract. All vending machines are to be equipped with currency changers and timers. There will be no change from the contract initiation in the number of, or location of vending machines or signs in any school without prior written consent of the HSE. The successful company is expected to provide repair service at its cost within a 24-hour time limit or communicate with HSE should any unforeseen circumstances (i.e. need to order parts, need to replace equipment, etc.) prevent the company refreshments from repairing the equipment within 24-hours.
- **Page 5, Section I (6):** The successful company is expected to provide full service vending (except for the Food Service Department). The company must detail the formula for vending commission, payment, and percentages for the complete line of beverages. Appropriate accounting and inventory systems shall be maintained to assure the HSE completes accountability of all financial transactions. The right to audit these transactions is reserved by the HSE. On a quarterly basis, the successful company shall supply the HSE's Chief Financial Officer or his/her designee with an accounting of the number of cans/bottles sold, profit made by each machine for each location. Sales commissions will be paid to the HSE, or if designated by the HSE to each school building, by the 10th of each month based on the prior month's sales.

- Commissions, if applicable, will be calculated based on actual cash receipts collected after deducting taxes, shortages, refunds, recycling fees, state-mandated container deposits, associated handling fees, communication charges, and debit and credit card fees, if any.”
- **Page 5, Section I (9):** Beverages sold at concession stands, with the exception of fresh brewed coffee, fresh brewed tea, hot chocolate, and fresh squeezed juices will be the successful company’s products. The successful company will provide the appropriate amount of equipment to support the dispensing, selling, and promotion of beverage products (post-mix, pre-mix dispensers, reach-in coolers, ice beverage carts trailers, etc.).
- **Page 6, Section I (20):** Company certifies that it conducts criminal background checks on all new hires and that only upon satisfactory completion of background checks are new hires permitted to perform work on behalf of Company, including any work on District’s premises.

APPENDIX I

U. S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion – Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

APPENDIX J

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representative of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

APPENDIX K

CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted **ANNUALLY** by 1) any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and 2) potential or existing contractors/vendors as part of an original bid, contract renewal or extension when the contract exceeds \$100,000.

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 into 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 sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement in Excess of \$100,000:	Agreement Number:	
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature:	Date:

OR

Names of Food Service or Vendor/Contractor		
Printed Name and Title:	Signature:	Date:
Name of School Food Authority:		Agreement Number:

APPENDIX L

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1.) Type of Federal Action:</p> <p>a. Contract <input type="checkbox"/></p> <p>b. Grant <input type="checkbox"/></p> <p>c. Cooperative Agreement <input type="checkbox"/></p> <p>d. Loan <input type="checkbox"/></p> <p>e. Loan Guarantee <input type="checkbox"/></p> <p>f. Loan Insurance <input type="checkbox"/></p>	<p>2.) Status of Federal Action:</p> <p>a. Bid/Offer/Application <input type="checkbox"/></p> <p>b. Initial award <input type="checkbox"/></p> <p>c. Post-award <input type="checkbox"/></p>	<p>3.) Report Type:</p> <p>a. Initial filing <input type="checkbox"/></p> <p>b. Material change <input type="checkbox"/></p> <p>FOR MATERIAL CHANGE ONLY:</p> <p>Year: _____</p> <p>Quarter: _____</p>
<p>4.) Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier known</p> <p>Congressional District, if known: _____</p>	<p>5.) If Reporting Entity in No.4 is Sub-awardee, Enter Name And Address of Prime:</p> <p>Congressional District, if known: _____</p>	
<p>6.) Federal Department/Agency: _____</p>	<p>7.) Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8.) Federal Action Number, if known: _____</p>	<p>9.) Award Amount, if known: \$ _____</p>	
<p>10a) Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p>	<p>10b) Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11.) Amount of Payment (check all that apply):</p> <p>\$ _____ actual <input type="checkbox"/> planned <input type="checkbox"/></p> <hr/> <p>13.) Form of Payment (check all that apply):</p> <p><input type="checkbox"/> Cash</p> <p><input type="checkbox"/> In-kind; specify: Nature _____</p> <p style="padding-left: 100px;">Value _____</p>	<p>12.) Type of Payment (check all that apply):</p> <p><input type="checkbox"/> Retainer</p> <p><input type="checkbox"/> One-time Fee</p> <p><input type="checkbox"/> Commission</p> <p><input type="checkbox"/> Contingent Fee</p> <p><input type="checkbox"/> Deferred</p> <p><input type="checkbox"/> Other; specify: _____</p>	
<p>14) Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:</p>		
<p>15.) If necessary was a continuation sheet attached for 10a, 10b or 14? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16.) Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: (____) _____</p> <p>Date: _____</p>	
<p>Federal Use Only:</p>	<p>Authorized for local reproduction Standard Form - LLL</p>	

APPENDIX M

**NONCOLLUSION AFFIDAVIT TO BE
EXECUTED BY SERVICE PROVIDER AND SUBMITTED WITH PROPOSAL**

STATE OF INDIANA)
)
LAPORTE COUNTY)

_____, being first duly sworn, deposes and says that he or she is _____ of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Service Provider has not directly or indirectly induced or solicited any other provider to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any provider or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the Service Provider has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other provider, or to fix any overhead, profit, or cost element of the bid price, or of that of any other provider, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Service Provider has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of Indiana that the foregoing is true and correct.

Name of Firm

Signature (Firm)

Subscribed and sworn to before me this _____ day of _____, 20__

My Commission Expired: _____

Notary Public

County of Residence: _____

This form must be completed and submitted with your RFP Response.

APPENDIX N

(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.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(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.”

(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 sub recipient 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

(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.

(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 sub recipient 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 sub recipient 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.

(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 sub grants 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).

(H) 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 (42 U.S.C. 6201).

(I) 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 Excluded Parties List System 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.” The Excluded Parties List System in SAM 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.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more 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.

Signature of Organization’s
Authorized Representative

Title

Date

APPENDIX O
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 (company) shall execute this Certificate.

Name of Vendor

Name of School Food Authority

THE VENDOR 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 Organization's
Authorized Representative

Title

Date

Signature of School Food Authority's
Authorized Representative

Title

Date