



CONTRACT REQUIREMENTS

CIESC considers this request for proposals legally binding and will require that resulting vendors' proposals be incorporated by reference into any subsequent contracts or purchase orders between the vendor and the individual participating entities. It should be understood by the vendors that this means the individual participating entities expect the vendors to satisfy substantially all of the requirements listed herein.

Due to the National scope the awarded Distributor may be required to acknowledge additional Terms and Conditions of the participating organization.

Minimally, the contract or purchase orders **MUST** contain the following language and respective components:

1. Applicable and Governing Law Clause

The agreement shall be subject to all laws of the Federal Government of the United States of America and to 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.

2. General Indemnification

The vendor agrees to indemnify, defend and hold harmless CIESC, ESC of I, and other participating entities, successors, assigns, employees and agents from and against any and all 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 CIESC 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.

3. Entire Agreement Clause

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agreement, including appendices and referenced attachments, constitutes the entire agreement between the parties and superseded all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject.

4. Notices Clause

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

- Actually received, or
- Upon receipt by sender of certified mail, return receipt signed by an employee or agent of the party,

or

- 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 or such other address as the party may have designated by notice or agreement amendment to the other party.

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. Nondiscrimination

Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

6. Force Majeure

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been affected may, by giving written notice, terminate this contract.

7. Non-Collusion Acceptance

By submitting a bid, the person named on the electronic bid form declares that he/she has authority to offer the prices bid and can confirm the following: "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. Please send the original, signed Non-Collusion Affidavit to:

CIESC

Attn: Kelly Taylor

3500 DePauw Blvd. Suite 2020

Indianapolis, IN 46268

8. Employment Eligibility Verification (E-Verify)

As required by IC § 22-5-1.7, the vendor swears or affirms under the penalties of perjury that the vendor does not knowingly employ an unauthorized alien. The vendor further agrees that:

- The vendor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7. The vendor is not required to participate should the E-Verify program cease to exist. Additionally, the vendor is not required to participate if the vendor is self-employed and does not employ any employees.
- The vendor shall not knowingly employ or contract with an unauthorized alien. The vendor shall not retain an employee or contract with a person that the vendor subsequently learns is an unauthorized alien.
- The vendor shall require his/her/its subcontractors, who perform work under this contract, to certify to the vendor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The vendor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

9. Termination for Convenience

This contract may be terminated, in whole or in part, by CIESC for any reason CIESC determines that such termination is in its best interest. Termination of services shall be affected by delivery to the vendor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The vendor shall be compensated for services properly rendered prior to the effective date of termination. CIESC will not be liable for services performed after the effective date of termination. The vendor shall be compensated for services herein provided but in no case shall total payment made to the vendor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

10. Termination for Default

With the provision of thirty (30) days' notice to the vendor, CIESC may terminate this contract in whole or in part if the vendor fails to:

- Correct or cure any breach of this contract; the time to correct or cure the breach may be extended beyond thirty (30) days if CIESC determines progress is being made and the extension is agreed to by the parties;
- Deliver the supplies or perform the services within the time specified in this contract or any extension;
- Make progress so as to endanger performance of this contract; or
- Perform any of the other provisions of this contract.

If CIESC terminates this contract in whole or in part, it may acquire, under the terms and in the manner CIESC considers appropriate, supplies or services similar to those terminated, and the vendor will be liable to CIESC and participating entities for any excess costs for those supplies or services. However, the vendor shall continue the work not terminated.

CIESC and participating entities shall pay the contract price for completed supplies delivered and services accepted. The vendor and CIESC shall agree on the amount of payment for manufacturing materials

delivered and accepted and for the protection and preservation of the property. CIESC may withhold from these amounts any sum CIESC determines to be necessary to protect CIESC against loss because of outstanding liens or claims of former lien holders.

11. 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 vendor to notify Kelly Taylor, Director of Cooperative Programs, CIESC in writing, at ktaylor@ciesc.org so as to be received within five (5) business days after the date the solicitation is issued by CIESC. The solicitation may or may not be changed, but a review of such notification will be made prior to the award of contract.

12. Historically Underutilized Business (HUB) Statement

It is the intent of the CIESC to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms. CIESC's contractors, suppliers and subcontractors, and vendors of goods, equipment services, and professional services shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remains 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 CIESC shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity in the procurement process.

13. Supplier Diversity-Minority and Women's Business Enterprises (M/WBE)

It is the policy of the CIESC 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) Program are required to indicate their TSB status when responding to the RFP.

14. Tax Exemption

All purchases made by Indiana public school districts and other participating entities are exempt from all state and federal taxes. Exemption certificates will be provided upon request by each entity.

15. Evidence of Insurance

The respondent agrees to maintain at no additional cost to CIESC 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.

With respect to any of the insurance policies provided by the respondent pursuant to this agreement which are "claims made" policies, in the event at any time any such policies are cancelled or not renewed, the respondent 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). With respect to all "claims made" policies, which are renewed, the respondent shall provide coverage retroactive to the date of commencement of work under

this agreement. Prior to the commencement of performance of this agreement, firm shall furnish to CIESC a certificate of liability insurance evidencing all required coverage in at least the limits required herein naming the CIESC as additional insured under the Comprehensive Liability Coverage and providing that no policies may be cancelled without ten (10) days advance written notice to CIESC. Such a certificate shall be issued to the CIESC Food Procurement Department. 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.

FEDERAL CONTRACT PROVISIONS

Purchases made using funds under a federal grant or contract specific federal laws and requirements may apply in addition to state requirements. This includes but is not limited to the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200. Vendors submitting proposals must complete and include the certification form indicating their willingness and ability to comply with these requirements.

1. Debarment and Suspension

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), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by districts, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that the vendor 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. Vendor will immediately notify CIESC if the vendor 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 has 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.

2. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR Part 60-1.4(b), in accordance with Executive Order 11246.

3. Davis Bacon Act

Under this Act, vendors 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, vendors 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.

4. Copeland “Anti-Kickback” Act

The contract must 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.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, the vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, vendors are required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek 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 workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. 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 in accordance with 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.

7. 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 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). Vendor 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. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), vendors 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 take 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 \$100,000 and over.

9. 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 a 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.

10. 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).

11. Record Retention

Compliance with 2 CFR 200.334 with mandatory standards and policies relating to retention requirements. Financial records and supporting documentation in accordance with generally accepted accounting principles and procedures which sufficiently and properly document and calculate all charges billed to the participating entities throughout the term of the contract for a period of at least three years from the date of final payment or completion of any required audit, whichever is later.

12. Termination for Cause or Convenience

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

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

13. Buy American Act

Offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Vendor Acknowledgement of Contract Terms

Vendor Certification	Vendor Initial if AGREE to terms
1. Debarment and Suspension	OD
2. Equal Employment Opportunity	OD
3. Davis Bacon Act	OD
4. Copeland "Anti-Kickback" Act	OD
5. Contract Work Hours and Safety Standards Act	OD
6. Right to Inventions Made Under a Contract or Agreement	OD
7. Clean Air and Water Act	OD
8. Byrd Anti-Lobbying Amendment	OD
9. Solid Waste Disposal Act	OD
10. Energy Policy & Conservation Act	OD
11. Record Retention	OD
12. Termination for Cause or Convenience	OD
13. Buy American Act	OD
14. Supplier Administration Agreement	OD

Name of Company Filterbuy, Inc.

Printed Name of Authorized Representative Olivia Diaz

Date 9/1/2025

Signature of Authorized Representative 