

Westfield Washington Schools

Request for Proposal: 8-2018

Solicitation For: Guaranteed Savings Contract

Response Due Date: October 2, 2018, at 4:00 p.m. (EST)

SECTION ONE

GENERAL INFORMATION AND REQUESTED PRODUCTS/SERVICES

1.1 INTRODUCTION

Westfield Washington Schools (School), requires the services of a vendor(s) to: (1) evaluate and recommend to the governing body conservation measures; and (2) provide for the implementation of at least one (1) conservation measure. It is the intent of School to solicit responses to this Request for Proposals (RFP) in accordance with the statement of work, proposal preparation section, and specifications contained in this document. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer or exclusive arrangement.

1.2 DEFINITIONS AND ABBREVIATIONS

Following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in the RFP, but they are more localized and defined where they appear, rather than in the following list.

Award Recommendation	School's summary to the board, typically in letter format, of the solicitation and suggestion on vendor selection for the purposes of beginning contract negotiations.
Contract Award	The acceptance of School's Award Recommendation by the board in conjunction with the public posting of the Award Recommendation
CUF	Commercially Useful Function – A business function that supports the scope of this solicitation
Implementation	The successful implementation of the services of a vendor(s) to provide technology products and related services as specified in the contract resulting from this RFP
Installation	The delivery and physical setup of products or services requested in this RFP

Proposal	An offer as defined in IC 5-22-2-17
Respondent	An offeror as defined in IC 5-22-2-18. School will not consider a proposal responsive if two or more offerors submit a joint or combined proposal. One entity or individual must be clearly identified as the respondent who will be ultimately responsible for performance of the contract
Services	Work to be performed as specified in this RFP
Total Bid Amount	The amount that the respondent proposes and represents its total, all-inclusive price.
Vendor	Any successful respondent selected as a result of the procurement process to deliver the products or services requested by this RFP

1.3 PURPOSE OF THE RFP

The purpose of this RFP is to select a vendor that can satisfy School’s need for a guaranteed savings contract. It is the intent of School to contract with a vendor or vendors that provide School services as specified within this RFP at a competitive price.

1.4 SUMMARY SCOPE OF WORK

1.4.1 Current Purchasing Profile

This RFP covers the guaranteed savings contract desired by the School. Respondents must indicate which services are included in their proposal in the Transmittal Letter. A Respondent may submit a proposal on one or all service categories.

1.4.2 Services

It is School’s intent for all services offered under the resulting contract to be competitively priced. Any exceptions to a service must be disclosed in the Respondent’s cost proposal. School will make the final determination of acceptable exceptions which will be memorialized in the resulting contract.

The following services should be included in the proposal. A Respondent may respond to one, multiple, or all categories.

The School desires to enter into a guaranteed savings contract with a qualified provider to increase School’s billable revenues or reduce its energy or water consumption, wastewater usage costs, or operating costs. The conservation measures will include providing for other conservation measures that provide billable revenue increases or reduce energy or water consumption, reduce operating costs, or reduce wastewater costs, including future: (i) labor costs; (ii) costs or revenues for contracted services; and (iii) related capital expenditures.

A “qualified provider” is a person satisfying the following: (A) The person is experienced in the design, implementation, and installation of conservation measures. (B) The person provides engineering services with respect to conservation measures by a licensed professional engineer who is under the person's direct employment and supervision. The person's response to the request for proposals must include the license number of each professional engineer employed by the person to satisfy the requirement of this clause.

The agreement with the qualified provider must provide that: (i) savings in energy and water consumption costs, wastewater usage costs, and other operating costs; and (ii) increase in billable revenues; due to the conservation measures are guaranteed to cover the costs of the payments for the measures; and (B) the qualified provider will reimburse the School for the difference between the guaranteed savings and the actual savings; and (4) payments are subject to annual appropriation by the fiscal body of the School and do not constitute an indebtedness of the School within the meaning of a constitutional or statutory debt limitation.

Conservation measures installed under a guaranteed savings contract must be approved by the following: (1) The state department of health, division of fire and building safety, and any other state agency designated by statute. (2) An architect or engineer licensed under Ind. Code § 25-4 or Ind. Code § 25-31 if the conservation measures have a cost of more than fifty thousand dollars (\$50,000).

The guaranteed savings contract that includes stipulated savings must specify the methodology used to calculate the savings using industry engineering standards. (b) Stipulated savings may be used for conservation measures including the following: (1) Heating. (2) Air conditioning. (3) Ventilating. (4) Lighting. (5) Roofing. (6) Windows. (7) Water conservation. (8) Fuel and power improvements. (9) Wastewater generation. (10) Billable revenue increases. (11) Any work that is causally connected to the conservation measures listed in subdivisions (1) through (10). The guaranteed savings contract shall: (1) describe stipulated savings for: (A) conservation measures; and (B) work causally connected to the conservation measures; and (2) document assumptions by industry engineering standards.

Respondents are required to services in this RFP with all-inclusive, firm, set prices. Pricing must include all delivery, shipping, service, and administrative costs associated with the services.

1.4.3 Delivery of Services

Respondents must be able to receive communications via email, fax, and telephone. There are various School building sites where delivery of services may be required. The vendor must be able to deliver to all current and potential School’s buildings and meet specified delivery requirements.

School may award all or part of this RFP based on the best interests of School. School also reserves the right to award to multiple vendors. To maximize a respondent’s chances of success in this process and to have the opportunity to acquire a substantial portion of School’s business,

respondents are strongly encouraged to provide an aggressive response to this RFP. The pricing, quality, and service levels obtained through this process are expected to be significantly more aggressive than those that any other Indiana governmental entity may currently have with a respondent.

1.5 RFP OUTLINE

The outline of this RFP document is described below:

Section	Description
Section 1 – General Information and Requested Products or Services	This section provides an overview of the RFP, general timelines for the process, and a summary of the products/services being solicited by School via this RFP
Section 2 – Proposal Preparation Instruction	This section provides instructions on the format and content of the RFP including a Letter of Transmittal, Business Proposal, Technical Proposal, and a Cost Proposal
Section 3 – Proposal Evaluation Criteria	This sections discusses the evaluation criteria to be used to evaluate respondents’ proposals
Attachment A	Mandatory Contract Clauses

1.6 QUESTION/INQUIRY PROCESS

All questions/inquiries regarding all aspects of this RFP must be submitted in writing via email to **doylej@wws.k12.in.us**, by the deadline of **4:00 p.m. EST on September 25, 2018**.

Following the question/inquiry due date, School personnel will compile a list of the questions/inquiries submitted by Respondents. The responses will be posted to the School website at <https://www.wws.k12.in.us/Page/1305> at least 1 business day before the Response Due Date. Only answers posted on the School website will be considered official and valid by School. No Respondent shall rely upon, take any action, or make any decision based upon any verbal communication with any School employee.

Inquiries shall only be directed to **doylej@wws.k12.in.us**. Contact with employees outside this office may disqualify Respondent from further consideration or a contract resulting from this RFP.

If it becomes necessary to revise any part of this RFP, or if additional information is necessary for a clearer interpretation of provisions of this RFP prior to the due date for proposals, an addendum will

be posted on School's website. If such addenda issuance is necessary, School may extend the due date and time of proposals to accommodate such additional information requirements, if required.

1.7 DUE DATE FOR PROPOSALS

All proposals must be received by School via email to doylej@wws.k12.in.us or at the address below no later than October 2, 2018, at 4:00 p.m. (EST). Each Respondent must submit **one original** of the proposal, including the Transmittal Letter and other related documentation as required in this RFP. The **original** proposal will be considered the official response in evaluating responses for scoring and protest resolution.

A respondent's proposal response may be posted on the School website, if recommended for selection. Unnecessarily elaborate brochures or other presentations, beyond those necessary to present a complete and effective proposal, are not desired. All proposals must be addressed to:

Jill Doyle, Westfield Washington Schools, 1143 E 181st St, Westfield, IN 46074

If Respondent ships or mails proposals: It is the responsibility of the Respondent to make sure that proposals are received by the front reception desk at 1143 E 181st St, Westfield, IN 46074 on or before the designated time and date. Late submissions will not be accepted. School's clock is the official time for all proposal submissions.

Regardless of delivery method, all proposal packages must be **sealed** and clearly marked with the RFP number, due date, and time due. School will not accept any unsealed proposals. Any proposal received by School after the due date and time will not be considered. Any late proposals will be returned, unopened, to the Respondent upon request. All rejected proposals not claimed within ten (10) business days of the proposal due date will be destroyed.

No more than one proposal per Respondent may be submitted. School accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

1.8 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held, however, potential respondents may ask questions about the RFP and the RFP process via written communications to doylej@wws.k12.in.us. Respondents are reminded no answers issued verbally are binding on School and any information provided at any meeting, unless it is later issued in writing, also is not binding on School.

1.9 MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to responses to this RFP may only be made in the manner and format consistent with the submittal of the original response, acceptable to School, and clearly identified as a modification. The Respondent's authorized representative may withdraw the proposal, in person, prior to the due date. Proper documentation and identification will be required before School will release the withdrawn proposal. The authorized representative may be required to sign a receipt for the

withdrawn proposal. Modification to, or withdrawal of, a proposal received by School after the exact hour and date specified for receipt of proposals will not be considered.

1.10 PRICING

Pricing on this RFP must be firm and remain open for a period of not less than 30 days from the proposal due date. Mutually agreed upon substitutions may be made purchased based upon availability of the services. Any attempt to manipulate the format of the document, attach caveats to pricing, or submit pricing that deviates from the current format will put a proposal at risk.

1.11 PROPOSAL CLARIFICATIONS AND DISCUSSIONS, AND CONTRACT DISCUSSIONS

School reserves the right to request clarifications on proposals submitted to School. School also reserves the right to conduct proposal discussions, either oral or written, with Respondents. These discussions could include request for additional information, request for cost or technical proposal revision, etc. Additionally, in conducting discussions, School may use information derived from proposals submitted by competing respondents only if the identity of the respondent providing the information is not disclosed to others. School will provide equivalent information to all respondents which have been chosen for discussions. Discussions, along with negotiations with responsible respondents may be conducted for any appropriate purpose.

School will schedule any discussions. Any information gathered through oral discussions must be confirmed in writing.

Mandatory contract clauses are outlined in Ind. Code § 36-1-12.5 and applicable public contract and purchasing statutes. Any requested changes to these clauses must be submitted with a proposal. School reserves the right to reject any requested changes. It is School’s expectation that any material elements of the contract will be substantially finalized prior to contract award.

1.12 BEST AND FINAL OFFER

School may request discussions with and best and final offers from those Respondents determined by School to be reasonably susceptible of being selected for award. However, School reserves the right to award a contract on the basis of initial proposals received. Therefore, each proposal should contain the Respondent’s best terms from a price and technical standpoint.

Following evaluation of the best and final offers, School may select for final contract negotiations/execution the offers that are most advantageous to School, considering price and the evaluation criteria set forth in this RFP.

1.13 REFERENCE SITE VISITS

School may request a site visit to a Respondent's office to aid in the evaluation of the Respondent's proposal. Site visits, if required can be discussed in the proposal.

1.14 TYPE AND TERM OF CONTRACT

School intends to sign a contract with one or more Respondent(s) to fulfill the requirements in this RFP. The term of the contract shall be for a period of five (5) years from the date of contract execution. There may be three (3) one-year renewals at School's option.

1.15 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et seq.*, and, after the contract award, the entire RFP file may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the APRA must indicate so in the Transmittal Letter. Confidential Information must also be clearly marked in a separate folder on any included submission. The Respondent must also specify which statutory exception of APRA that applies. School reserves the right to make determinations of confidentiality. If the Respondent does not identify the statutory exception, School will not consider the submission confidential. If School does not agree that the information designated is confidential under one of the disclosure exceptions to APRA, it may seek the opinion of its attorney. Prices are not confidential information.

1.16 TAXES

Proposals should not include any tax from which School is exempt.

1.17 PROCUREMENT REGISTRATION

In order to receive an award, Respondents are not required to be preregistered as a bidder with School.

1.18 SECRETARY OF STATE REGISTRATION

If awarded the contract, the Respondent will be required to register, and be in good standing, with the Indiana Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. Information concerning registration with the Secretary of State may be obtained via www.in.gov/sos

1.19 COMPLIANCE CERTIFICATION

Responses to this RFP serve as a representation that Respondent has no current or outstanding criminal, civil, or enforcement actions initiated by any governmental entity within the State of Indiana, and it agrees that it will immediately notify School of any such actions. The Respondent also certifies neither it nor its principals are presently in arrears in payment of its taxes, permit fees or

other statutory, regulatory or judicially required payments or reports to any governmental entity within the State of Indiana. The Respondent agrees School may confirm, at any time, no such liabilities exist, and, if such liabilities are discovered, School may bar the Respondent from contracting with School, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to School and has submitted proof of such payment to School.

1.20 EQUAL OPPORTUNITY COMMITMENT

Pursuant to School’s Board policy, it has been determined there is a reasonable expectation of minority, woman, and Indiana veteran owned small business subcontracting opportunities on a contract awarded under this RFP. Failure to address these requirements may impact the evaluation of a proposal.

1.21 MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR COMMITMENT (MWBE)

The respondent is expected to submit with its proposal any Minority & Women’s Business Enterprises RFP Subcontractor commitments. The proposal must show if there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women’s Business Enterprises Division (MWBED) directory of certified firms located at <http://www.in.gov/idoa/2352.htm>.

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal.

Failure to meet these goals will affect the evaluation of a proposal. School reserves the right to verify all information included on a MWBE Subcontractor Commitment Form.

Prime vendors must ensure that any proposed subcontractors meet the following criteria:

- Must be listed on the State of IN Directory of Certified Firms, **on or before** the proposal due date
- Each firm may only serve as one classification – MBE, WBE, or IVOSB
- A Prime vendor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime vendors cannot count their own workforce or companies to meet this requirement.
- Must serve a Commercially Useful Function (CUF). The firm must serve a value added purpose on the engagement, as confirmed by School.**
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at <http://www.in.gov/idoa/2352.htm>
- Must be used to provide the goods or services specific to the contract

- National Diversity Plans are generally not acceptable

1.22 INDIANA VETERAN OWNED SMALL BUSINESS SUBCONTRACTOR COMMITMENT (IVOSB)

It has been determined there is a reasonable expectation of Indiana Veteran Owned Small Business subcontracting opportunities on a contract awarded under this RFP. A IVBE Subcontractor commitment is to be submitted alongside the Respondent's proposal. The proposal must show they are participating in the proposed contract and IVBE firms that meet the requirements listed at the Veteran's Business Program website (<http://www.in.gov/idoa/2862.htm>).

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal.

Failure to address these goals may impact the evaluation of a proposal. School reserves the right to verify all information included on a IVBE Subcontractor Commitment Form.

Prime vendors must ensure that the proposed IVBE subcontractors meet the following criteria:

- Must be listed on Federal Center for Veterans Business Enterprise ([VA OSDBU](#)) registry or listed on the State of Indiana Directory of Certified Firms, **on or before** the proposal due date
- Each firm may only serve as one classification – MBE, WBE or IVBE
- A Prime vendor who is an IVBE must meet subcontractor goals by using other listed certified firms. Certified Prime vendors cannot count their own workforce or companies to meet this requirement.
- Must serve a Commercially Useful Function (CUF). The firm must serve a value added purpose on the engagement, as confirmed by School.**
- Must provide goods or service only in the industry area for which it is certified as listed in the [VA OSDBU](#) or School Certified Firm directories <http://www.in.gov/idoa/2352.htm>
- Must be used to provide the goods or services specific to the contract

1.23 AMERICANS WITH DISABILITIES ACT

The Respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225).

1.24 SUMMARY OF MILESTONES

The following timeline is only an illustration of the RFP process. The dates associated with each step are not to be considered binding. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change. At the conclusion of the evaluation process, all Respondents will be informed of the evaluation team’s findings.

Key RFP Dates

Activity	Date
Issue of RFP	August 22, 2018
Deadline to Submit Questions	September 25 2018, 4:00 PM EST
Response to Questions	September 28, 2018
Submission of Proposals	October 2, 2018, 4:00 PM EST
The dates for the following activities are estimated, target dates only. These activities may be completed earlier or later than the date shown.	
Proposal Evaluation	TBD
Proposal Discussions/Clarifications (if necessary)	TBD
Oral Presentations (if necessary)	TBD
Best and Final Offers (if necessary)	TBD
RFP Award Recommendation	TBD

1.26 CONFLICT OF INTEREST

Any person, firm or entity that assisted with and/or participated in the preparation of this RFP document is prohibited from submitting a proposal to this specific RFP. For the purposes of this RFP “person” means an employee or any individual or entity working with or advising School or involved in the preparation of this RFP proposal. This prohibition would also apply to an entity who hires, within a one-year period prior to the publication of this RFP, a person that assisted with and/or participated in the preparation of this RFP.

SECTION TWO PROPOSAL PREPARATION INSTRUCTIONS

2.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. All Respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the Respondent's proposal.
- The Transmittal Letter must be in the form of a letter. The business and technical proposals must be organized under the specific section titles as listed below.
- The electronic copies of the proposal submitted electronically should be organized to mirror the sections below and the attachments.
- Each item, i.e. Transmittal Letter, Proposal, Cost Proposal, etc., must be separate standalone electronic files. Please do not submit a proposal as one large file.
- Whenever possible, please submit all attachments in their original format.
- Confidential Information must also be clearly marked in a separate folder/file on any included proposal.

2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following topics except those specifically identified as "optional."

2.2.1 Agreement with Requirements listed in Section 1

The Respondent must explicitly acknowledge understanding of the general information presented in Section 1 and agreement with any requirements/conditions listed in Section 1.

2.2.2 Summary of Ability and Desire to Supply the Required Products or Services

The Transmittal Letter must briefly summarize the Respondent's ability to supply the requested products and/or services that meet the requirements defined in this RFP. Additionally, the letter must list the product categories included in the Response. The letter must also contain a statement indicating the Respondent's willingness to provide the requested products and/or services subject to the terms and conditions set forth in the RFP including, but not limited to, School's mandatory contract clauses.

2.2.3 Signature of Authorized Representative

A person authorized to commit the Respondent to its representations and who can certify that the information offered in the proposal meets all general conditions including the information requested in this RFP, must sign the Transmittal Letter. **In the Transmittal Letter, please indicate the principal contact for the proposal along with an address, telephone and fax number as well as an email address, if that contact is different than the individual authorized for signature.**

2.2.4 Respondent Notification

Unless otherwise indicated in the Transmittal Letter, Respondents will be notified via e-mail. It is the Respondent's obligation to notify School of any changes in any address that may have occurred since the origination of this solicitation. School will not be held responsible for incorrect vendor/contractor addresses.

2.2.5 Confidential Information

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et seq.* (see section 1.16). Provide the following information:

- List all documents where claiming a statutory exemption to the APRA;
- Specify which statutory exception of APRA that applies for each document;
- Provide a description explaining the manner in which the statutory exception to the APRA applies for each document.

2.2.6 Other Information

This item is optional. Any other information the Respondent may wish to briefly summarize will be acceptable.

2.3 BUSINESS PROPOSAL

Unless designated as "Mandatory," the Business Proposal may address the following optional topics to help School understand Respondent's business operations

2.3.1 General

This section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant or important to School's successful acquisition of the products and/or services requested in this RFP.

2.3.2 Respondent's Company Structure

The legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this section. If the organization includes more than one product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization.

2.3.3 Company Financial Information

This section must include the Respondent's current financial statement. The financial statements must demonstrate the Respondent's financial stability. If the financial statements being provided by the Respondent are those of a parent or holding company, additional financial information should be provided for the entity/organization directly responding to this RFP.

2.3.4 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating that the CEO and/or CFO has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to School in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. School will consider the information offered in this section to determine the responsibility of the Respondent.

The Sarbanes Oxley Act of 2002, H.R. 3763, is NOT directly applicable to this procurement; however, its goals and objectives may be used as a guide in the determination of corporate responsibility for financial reports.

2.3.5 Contract Terms/Clauses (Mandatory)

This document contains both mandatory and non-mandatory clauses. Mandatory clauses are listed below and are nonnegotiable. Other clauses beneficial to School are highly desirable.

In a proposal Transmittal Letter, Respondents must indicate acceptance of these mandatory contract terms. If a mandatory clause is not acceptable as worded, suggest specific alternative wording to address issues raised by the specific clause. If a respondent requires additional contract terms, please include them in this section. To reiterate it's School's strong desire to not deviate from the mandatory clauses contained in the attachment and as such School reserves the right to reject any and all requested changes.

The mandatory contract terms are as follows:

- Duties of vendor, Rate of Pay, and Term of Contract
- Authority to Bind vendor
- Compliance with Laws
- Drug-Free Workplace Provision and Certification
- Employment Eligibility
- Funding Cancellation
- Governing Laws
- Indemnification
- Information Technology
- Non-Discrimination Clause
- Ownership of Documents and Materials
- Payments
- Penalties/Interest/Attorney's Fees
- Termination for Convenience
- Non-Collusion and Acceptance

Any or all portions of this RFP and any or all portions of the Respondents response may be incorporated as part of the final contract

2.3.6 References

The Respondent may include a list of at least three (3) school customers for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP. Information provided should include the name, address, and telephone number of the facility and the name, title, and phone/fax numbers of a person who may be contacted for further information.

2.3.7 Registration to do Business (Mandatory)

If awarded the contract, the Respondent will be required to be registered, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. The Respondent must indicate the status of registration, if applicable, in this section of the proposal.

2.3.8 Authorizing Document

Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority.

2.3.9 Subcontractors

The Respondent is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor.

2.3.10 General Information

Each Respondent must enter its company's general information including contact information.

2.3.11 Payment

Respondent should be able to accept payment by check, but should be able to accept other standard forms of payment from School as well.

SECTION THREE PROPOSAL EVALUATION

3.1 PROPOSAL EVALUATION PROCEDURE

School will select a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation personnel will use the evaluation criteria stated in this RFP. The CTO of School or his designee will, in the exercise of their sole discretion, determine which proposals offer the best means of servicing the interests and needs of School. The exercise of this discretion will be final.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- 3.1.1 Each proposal will be evaluated for adherence to requirements on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.
- 3.1.2 Each proposal will be evaluated on the basis of the categories included in Section 3.2. A point score has been established for each category.
- 3.1.3 If proposals are close to equal, greater weight may be given to price.
- 3.1.4 Based on the results of this evaluation, the responsible offeror and qualifying proposal determined to be the most advantageous to School, taking into consideration price and all evaluation factors outlined in this RFP, may be selected by School for further action, such as contract negotiations and award. If, however, School decide that no proposal is sufficiently advantageous to School, School may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, School may begin contract preparation with the next qualified Respondent or determine that no such alternate proposal exists.

3.2 EVALUATION CRITERIA

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the RFP in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The points associated with each category are indicated following the category name (total maximum points = 100). For further information, please reference Section 3.2.3 below. If any one or more of the listed criteria on which the responses to this RFP will be evaluated are found to be inconsistent or incompatible with applicable federal laws, regulations or policies, the specific criterion or criteria will be disregarded and the responses will be evaluated and scored without taking into account such criterion or criteria.

Summary of Evaluation Criteria:

Criteria	Available Points
1. Adherence to Mandatory Requirements	Pass/Fail
2. Management Assessment/Quality (Proposal)	25
3. Cost (Cost Proposal)	60
4. Minority Business Enterprise Subcontractor Commitment	5
5. Women Business Enterprise Subcontractor Commitment	5
6. Indiana Veteran Owned Small Business (IVOSB) Subcontractor Commitment	5
Total	100

All proposals will be evaluated using the following approach. **Each of the categories will be evaluated separately.**

Step 1

In this step proposals will be evaluated only against Criteria 1 to ensure that they adhere to Mandatory Requirements. Any proposals not meeting the Mandatory Requirements will be disqualified.

Step 2

The proposals that meet the Mandatory Requirements will then be scored based on Criteria 2 and 3 ONLY. This scoring will have a maximum possible score of 85 points. All proposals will be ranked on the basis of their combined scores for Criteria 2 and 3 ONLY. This ranking will be used to create a “short list”. Any proposal not making the “short list” will not be considered for any further evaluation.

Step 2 may include one or more rounds of proposal discussions, oral presentations, clarifications, demonstrations, etc. focused on cost and other proposal elements. Step 2 may include a second “short list”.

Step 3

The short-listed proposals will then be evaluated based on all the entire evaluation criteria outlined in the table above.

If School conducts additional rounds of discussions and a BAFO round which lead to changes in either the technical or cost proposal for the short listed Respondents, their scores will be recomputed.

The section below describes the different evaluation criteria.

3.2.1 Adherence to Requirements – Pass/Fail

Respondents passing this category move to Phase 2 and proposal is evaluated for Management Assessment/Quality and Price.

The following 2 categories cannot exceed 85 points.

3.2.2 Management Assessment/Quality – 25 available points

3.2.3 Price – 60 available points

Cost scores will then be normalized to one another, based on the lowest cost proposal evaluated. The lowest cost proposal receives a total of 45 points.

$$\text{Respondent's Cost Score} = (\text{Lowest Cost Proposal} / \text{Total Cost of Proposal}) \times 45$$

3.2.4. Minority (5 points) & Women's Business (5 points) Subcontractor Commitment - (10 points).

The following formula will be used to determine points to be awarded based on the MBE and WBE goals listed in this RFP. Scoring is conducted based on an assigned 10-point, , scale (MBE: Possible 5 points, WBE: Possible 5 points). Points are assigned for respective MBE participation and WBE participation based upon the BAFO meeting or exceeding the established goals.

If the respondent's commitment percentage is less than the established MBE or WBE goal, the maximum points achieved will be awarded according to the following schedule:

%	1%	2%	3%	4%	5%	6%	7%	8%
Pts.	.625	1.25	1.875	2.5	3.125	3.75	4.375	5.0

NOTE: Fractional percentages will be rounded up or down to the nearest whole percentage. (e.g. 7.49% will be rounded down to 7% = 4.375 pts., 7.50% will be rounded up to 8% = 5.00 pts.)

If the respondent’s commitment percentage is rounded down to 0% for MBE or WBE participation the respondent will receive 0 points.

If the respondent’s commitment percentage is 0% for MBE or WBE participation, a deduction of 1 point will be discounted on the respective MBE or WBE score. The respondent with the greatest applicable CUF participation which exceeds the stated goal for the respective MBE or WBE category will be awarded 5 points. In cases where there is a tie for the greatest applicable CUF participation and both firms exceed the goal for the respective MBE/WBE category both firms will receive 6 points.

3.2.7 Indiana Veteran Owned Small Business Subcontractor Commitment - (5 points).

The following formula will be used to determine points to be awarded based on the IVBE goal listed in this RFP. Scoring is conducted based on an assigned 5-point, , scale. Points are assigned for IVBE participation based upon the BAFO meeting or exceeding the established goals.

If the respondent’s commitment percentage is less than the established IVBE goal, the maximum points achieved will be awarded according to the following schedule:

%	0%	0.6%	1.2%	1.8%	2.4%	3%
Pts.	-1	1	2	3	4	5

NOTE: Fractional points will be awarded based upon a graduated scale between whole points. (e.g. a 0.3% commitment will receive .5 points and a 1.5% commitment will receive 2.5 points)

If the respondent’s commitment percentage is 0% for IVBE participation, a deduction of 1 point will be assessed. The respondent with the greatest applicable CUF participation which exceeds the stated goal for the IVBE category will be awarded 5 points. In cases where there is a tie for the greatest applicable CUF participation and both firms exceed the goal for the IVBE category both firms will receive 6 points.

3.2.8 Qualified State Agency Preference Scoring

When applicable, a qualified state agency submitting a response to this RFP will be awarded preference points for Minority, Women’s, and Indiana Veteran Owned Small Business equal the Respondent awarded the highest combined points awarded for such preferences in the scoring of this RFP.

The CFO or COO of School or his designee may, in the exercise of his sole discretion, determine which proposal(s) offer the best means of servicing the interests and needs of School. The exercise of this discretion will be final.