

***REQUEST FOR PROPOSALS***

***Purchase / Lease of Modular Classroom Unit(s)***

Issued By:

**Silver Creek School Corporation**  
601 Renz Avenue  
Sellersburg, Indiana 47172

**PROPOSALS DUE:**

**2:00 p.m., local time, January 31<sup>st</sup>, 2023**

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## **SECTION 1. Introduction**

The Silver Creek School Corporation ("SCSC") hereby requests proposals from interested persons ("Proposals") for lease / purchase of temporary modular classroom unit(s) ("Modular Units") with the minimum specifications and include:

Delivery by April 30, 2023.

Minimum overall dimensions of 26' by 64'

Two (2) separate and private classroom spaces.

Two (2) separate ADA accessible restrooms

One (1) classroom closet assessable only from individual (1) classroom.

One (1) (two (2) is preferred) ADA accessible vestibule entry.

All manufacturer and architectural / engineering documents shall be provided by and sealed by an Indiana Registered Professional Architect or Engineer.

Freight, including necessary freight permits to be included.

Foundation system pursuant to Indiana Architect / Engineer sealed foundation / anchoring plan.

Private utility locate before setup and anchoring.

Lift, set and level.

Anchoring with required strapping included.

Supply and install necessary aluminum decking, ADA compliant ramping and steps to grade, set on pads and anchored.

Supply and install perimeter hi-ribbed steel skirting, including vents and required access panels.

Supply and installed required guttering and downspouts with kickers.

Provide clean-up and disposal of debris.

HVAC start-up once power distribution is provided.

Interior plumbing fixture inspection, testing and adjustment after connections.

Water line installation and connection provided by others.

Heat taping and insulating of water line provided by others.

Excavation, backfilling, sidewalks and seeding by others.

Sanitary installation and connections by others.

Local permitting and applicable tapping fees by others.

Exterior lighting fixtures provided during installation of Modular Units.

Fire Alarms by others. Offeror to provide conduit and j-boxes with pull strings.

Telephone / Data / Public Address by others. Offeror to provide conduit and j-boxes.

Final door cores and keying by others.

Purchase of Modular Units is tax exempt, tax-exempt certificate will be provided upon request.

The purpose of this Request for Proposal (“RFP”) is to attract qualified and experienced offerors (“Offerors”) who will provide a high-quality, well-built, and safe Modular Unit(s) in an economical manner. SCSC's receipt of any Proposal does not bind or obligate SCSC in any manner under any circumstances. SCSC will not become legally obligated unless and until a contract to purchase an Modular Unit(s) is duly approved by SCSC, in its absolute discretion, and is executed by the parties.

**SECTION 2. RFP timeline**

The schedule of events is as follows:

<b>EVENT</b>	<b>DATE</b>
RFP Issued	January 10, 2023
Proposals due to SCSC	January 31, 2023
Review RFP responses and select Offeror(s), if any, to be invited to participate in discussions and revisions of Proposal(s)	February 1, 2023
Notify selected Offeror	February 3, 2023
Contract/negotiations finalized	February 7, 2023
Modular Unit Delivery	April 30, 2023

The dates set forth herein are merely estimates and SCSC reserves the right, in its absolute discretion, to alter any of the dates and the proposed schedule set forth herein.

**SECTION 3. Questions regarding RFP**

Any questions concerning this RFP may be submitted to: Silver Creek School Corporation, c/o Chief Financial Officer, Dr. Todd Balmer, email [tbalmer@scsc.school](mailto:tbalmer@scsc.school). No interpretation, explanation, or clarification of the RFP, by any official, consultant, attorney, or other representative of SCSC will be considered authoritative or binding on SCSC unless contained in a written interpretation, correction, or addendum to this RFP. Official interpretations, corrections, or addendum to the RFP will be made available in writing to all potential Offerors that request copies of such documents.

**SECTION 4. Pre-proposal meeting**

There will be no pre-proposal meeting.

**SECTION 5. Proposal submission**

The Proposal must be submitted to:

Silver Creek School Corporation  
c/o Dr. Todd Balmer, Chief Financial Officer  
601 Renz Avenue, Sellersburg, Indiana 47172  
Attention: Proposal for Lease / Purchase of Temporary Modular Classroom  
Unit(s)

All Proposals should be received not later than 2:00 p.m., local time, January 31, 2023. Any Proposals received after the time specified for receipt may be rejected by SCSC.

## **SECTION 6. Criteria used in evaluating Proposals**

While cost of the Modular Unit(s) is an important criterion to SCSC, it will not necessarily be the controlling evaluation factor. SCSC will make a determination, in its sole and absolute discretion, as to the most appropriate response to the RFP. SCSC requests the following information the Offerors and such information will be used by SCSC in making its final determination:

- (a) General qualifications: describe the Offeror's general qualifications;
- (b) Special qualifications: describe any special or unique qualifications of the Offeror as they relate to the design and manufacture of Modular Unit(s) specifically or temporary modular classroom units generally;
- (c) Experience: describe the Offeror's experience, especially in design and manufacturer of temporary modular classroom units;
- (d) References: provide a list of Indiana school owners, including name, address, phone number, email address, and contact person, using the Modular Unit(s) or similar units;
- (e) Provide performance reviews or evaluations by Indiana school owners currently using the Modular Unit(s) or similar units;
- (f) Litigation or claims: provide a list of any and all litigation or claims within the last five (5) years against the Offeror by any and all Indiana school owners or other governmental entities;
- (g) Describe the financial strength and capability of the Offeror;

- (h) Describe in detail all specifications for the Modular Unit(s) being offered in the Proposal, including, but not limited to, year of manufacturer, model, etc.
- (i) If the Offeror is not a manufacturer, the Proposal must identify the source of the Modular Unit(s) and all designers and manufacturers must be identified;
- (j) Describe in detail the performance capabilities of the Modular Unit(s) being offered in the Proposal;
- (k) Describe in detail all maintenance requirements for the Modular Unit(s);
- (l) Describe all warranties included in the Proposal for the Modular Unit(s);
- (m) Describe all customer service included in the Proposal;
- (n) Describe all training provided by the Offeror, and describe, in detail, if there is any additional cost for training;
- (o) Describe how the Modular Unit(s) meets or exceeds all applicable ordinances, codes, and state regulatory standards or requirements;
- (p) Provide the date upon which the Modular Unit(s) can be delivered to SCSC which must not be later than April 30, 2023;
- (q) Price: include an all-inclusive price for the Modular Unit(s). The price shall include all components included on the Modular Unit(s), all warranties, all training, etc; and
- (r) Describe any innovative, performance-enhancing, or cost-saving features of the Modular Unit(s) that the Offeror believes SCSC should consider in making its selection.

## **SECTION 7. Proposal evaluation and selection process**

The Proposals will be reviewed by an evaluation panel consisting of individuals selected by SCSC.

Proposals will be reviewed using the following criteria:

- (a) Conciseness, responsiveness, and completeness of the Proposal to the information requested as outlined in the RFP;

- (b) Offeror qualifications, experience, litigation or claims history, financial strength, references, and performance reviews or evaluations;
- (c) The specifications, performance capabilities, and maintenance requirements of the Modular Unit(s);
- (d) Warranties, customer service, and training included in the Proposal;
- (e) Modular Unit(s) compliance with all applicable ordinances, codes, standards, or state standards or regulations;
- (f) Date the Offeror can deliver the Modular Unit(s) which must not be later than April 30, 2023;
- (g) Price; and
- (h) Innovative, performance-enhancing, or cost-saving features of the Modular Unit(s).

At SCSC's discretion, to further assist in evaluation, some, one, or all responding Offerors may be requested to participate in discussions or negotiations. At SCSC's discretion, SCSC may directly negotiate with any Offeror on specifications, price, or any other aspect of the Proposal. SCSC may also consider alternative proposals if there is an opportunity for savings and other benefits accruing to SCSC.

SCSC may investigate the qualifications of any Offeror, require confirmation of information furnished, and require additional evidence of qualifications to provide the Modular Unit(s) requested by this RFP. SCSC also reserves certain rights, including, but not limited to, the following: (a) Reject any or all Proposals; (b) Issue subsequent RFPs; (c) Cancel the entire RFP; (d) Remedy any errors in the RFP process; (e) Appoint evaluation committees to review qualifications and Proposals; (f) Seek the assistance of outside technical experts in evaluation; (g) Approve or disapprove of the use of particular manufacturers; (h) Establish a shortlist of eligible Offerors for discussions or negotiations after review of Proposals; (i) Negotiate with any or all Offerors; (j) Solicit best and final offers from all, some, or none of the Offerors; (k) Purchase an Modular Unit(s) from all, some, or none of the Offerors; (l) Waive informalities and irregularities in the RFP; and (m) Purchase Modular Unit(s) without discussions or negotiations.

SCSC's selection of a Proposal will be based on a determination as to which Proposal is in the best interest of SCSC. Price will be an important factor in SCSC's decision, but it will not be controlling. Any decision made by SCSC, including selection of a Proposal, shall be final and is NOT SUBJECT TO APPEAL.

This RFP shall not, in any manner, be construed to be an obligation on SCSC to enter a contract or purchase Modular Unit(s) or result in any claim for reimbursement of cost for any efforts expended in responding to the RFP or in anticipation of any contract or purchase order.

## **SECTION 8. Proposals**

Offerors shall submit one (1) Proposal originally executed and five (5) copies of such Proposal, and a digital copy via thumb drive. The Proposal must include the manufacture specification sheets. The original and copies should be submitted in a sealed envelope, conspicuously marked: "Lease / Purchase Temporary Modular Classroom Unit(s)." The Proposal shall be limited to twenty five (25) pages (including exhibits, specification sheets and schedules) and shall contain an executive summary not to exceed five (5) pages.

Proposals will be opened so as to avoid disclosure of contents to competing Offerors during the process of negotiation. However, all Proposals and other documentation arising out of this RFP may be public records that may ultimately be subject to disclosure under Indiana law. If an Offeror believes that any portion of its Proposal may contain proprietary information, then that portion of the Proposal shall be sealed separately and clearly marked "Proprietary Information" and contain a request that such information be treated as confidential. SCSC will review and consider such requests, in its sole and absolute discretion.

Each Offeror must certify that it has not participated in collusion or other anticompetitive practices in connection with the RFP process by executing and returning with its Proposal the Non-Collusion Affidavit in the form of Exhibit A. Each Proposal shall include Offeror's fully completed Exhibit B, Lease / Purchase Proposal.

## **SECTION 9. General Terms and Conditions of the RFP process**

### 9.1. Information provided

Offerors are solely responsible for conducting their own independent research, due diligence, investigations, and other work necessary for the preparation and submission of the Proposals.

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### 9.2. Governing law

Indiana law shall govern this RFP and any purchase of Modular Unit(s) resulting from it. SCSC requires that all Proposals, comply with all applicable local, state and federal laws, ordinances, and regulations. Notwithstanding any other term or provision of this RFP, all terms and provisions of this RFP are intended to be and shall be construed and interpreted so as to comply with all applicable local, state, and federal



laws, rules, regulations, and ordinances. If any provision of this RFP shall transcend the limit of validity prescribed by law, then such provision shall be reduced to the limit of such validity. The provisions of this RFP are severable. In the event one or more provisions contained in this RFP should be invalid or unenforceable, in any respect, the validity, legality, and enforceability of the remaining provisions contained herein, shall not in any way be affected or impaired and shall remain in full force and effect.

9.3. Covenant not to sue

It is an express condition of tender and consideration of any Proposal that the Offeror release SCSC and all its elected and appointed officials, representatives, attorneys, accountants, engineers and employees from all causes of action, suits, claims or demands which may arise as a result of any decision made as a result of this RFP.

9.4. Costs and expense of Offerors

SCSC does not accept any liability under any circumstances for any costs or expenses incurred by Offerors in acquiring, clarifying, or responding to any condition, request, or standard contained in this RFP, including, without limitation, mandatory meetings. Each Offeror that participates in this process does so at its own expense and risk and agrees that SCSC shall not reimburse any costs incurred during this process, and each Offeror shall indemnify and hold harmless SCSC from and against any claims (including any costs and attorney's fees) for such reimbursement, directly or indirectly, made by or on behalf of such Offeror.

Thank you for your prompt consideration and response to this Request for Proposal.

SILVER CREEK SCHOOL CORPORATION

By: \_\_\_\_\_  
Dr. Chad Briggs, Superintendent

Date: XXXX, 2023

Exhibit A

**NON-COLLUSION AFFIDAVIT**

The individual person(s) executing this Proposal, being first duly sworn, depose(s) and state(s) that the Offeror has not directly or indirectly entered into a combination, collusion, undertaking or agreement with any other offeror or person (i) relative to the price(s) proposed herein or to be bid by another person, or (ii) to prevent any person from submitting a Proposal, or (iii) to induce a person to refrain from submitting a Proposal; and furthermore, this Proposal is made and submitted without reference to any other proposals and without agreement, understanding or combination, either directly or indirectly, with any persons, with reference to such proposals in any way or manner whatsoever.

[Signature by or on behalf of the Offeror in the spaces provided below shall constitute execution of each and every part of this Proposal. SIGNATURE MUST BE PROPERLY NOTARIZED.]

Written Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Important - Notary Signature and Seal Required in the Space Below

STATE OF \_\_\_\_\_

SS:

COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_,  
2023.

My commission expires: \_\_\_\_\_ (Signed) \_\_\_\_\_

Residing in \_\_\_\_\_ County, State of \_\_\_\_\_

Exhibit B

**LEASE / PURCHASE PROPOSAL FOR NEW UNITS**

**Modular Unit Leasing Options**

Three (3) Years, Thirty-Six (36) Month Lease Modular Unit: \$ \_\_\_\_\_ / per month / Unit

Four (4) Years, Forty-Eight (48) Month Lease Modular Unit: \$ \_\_\_\_\_ / per month / Unit

Five (5) Years, Sixty (60) Month Lease Modular Unit: \$ \_\_\_\_\_ / per month / Unit

Monthly rate after five (5) years, sixty (60) months: \$ \_\_\_\_\_ / per month / Unit

Dismantle and Remove Modular Unit after leasing term: \$ \_\_\_\_\_ / lump sum / Unit

Tax Exempt – No Tax Included.

**Modular Unit Purchase Options**

Purchase of Modular Unit: \$ \_\_\_\_\_ / Unit

Purchase of Three (3) Modular Units in one(1) transaction: \$ \_\_\_\_\_ / Unit

**Modular Unit Purchase After Lease Term Options**

Purchase of Modular Unit after Three (3) Year lease term: \$ \_\_\_\_\_ / Unit

Purchase of Modular Unit after Four (4) Year lease term: \$ \_\_\_\_\_ / Unit

Purchase of Modular Unit after Five (5) Year lease term: \$ \_\_\_\_\_ / Unit

Tax Exempt – No Tax Included.

## LEASE / PURCHASE PROPOSAL FOR USED UNITS

### Modular Unit Leasing Options

Three (3) Years, Thirty-Six (36) Month Lease Modular Unit: \$\_\_\_\_\_ / per month / Unit

Four (4) Years, Forty-Eight (48) Month Lease Modular Unit: \$\_\_\_\_\_ / per month / Unit

Five (5) Years, Sixty (60) Month Lease Modular Unit: \$\_\_\_\_\_ / per month / Unit

Monthly rate after five (5) years, sixty (60) months: \$\_\_\_\_\_ / per month / Unit

Dismantle and Remove Modular Unit after leasing term: \$\_\_\_\_\_ / lump sum / Unit

Tax Exempt – No Tax Included.

### Modular Unit Purchase Options

Purchase of Modular Unit: \$\_\_\_\_\_ / Unit

Purchase of Three (3) Modular Units in one(1) transaction: \$\_\_\_\_\_ / Unit

### Modular Unit Purchase After Lease Term Options

Purchase of Modular Unit after Three (3) Year lease term: \$\_\_\_\_\_ / Unit

Purchase of Modular Unit after Four (4) Year lease term: \$\_\_\_\_\_ / Unit

Purchase of Modular Unit after Five (5) Year lease term: \$\_\_\_\_\_ / Unit

Tax Exempt – No Tax Included.

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