

Request for Proposal ¹by

AVON COMMUNITY SCHOOL CORPORATION

Response Due Date: December 7, 2023 by 3:00 PM EST

SECTION I: GENERAL INFORMATION AND REQUESTED SERVICES

1.1 INTRODUCTION

AVON COMMUNITY SCHOOL CORPORATION (School) intends to solicit responses to this Request for Proposals (RFP) for providers of supplies and services for k-12 beverage products (“Services”). This RFP and addendums are being posted at <https://www.avon-schools.org/>. Neither this RFP nor any response submitted hereto are to be construed as a legal offer.

1.2 DEFINITIONS AND ABBREVIATIONS

Award Recommendation	School’s summary to School board of the proposals and suggestion on vendor selection for purposes of beginning contract negotiations.
Contract Award	The acceptance of the Award Recommendation by School Board
Contractor	The offeror who responds to this solicitation by submitting an offer, to whom the award is made, whose proposal was determined to be the most advantageous to School, and who then enters into a contract with School.
Installation	The delivery and physical setup of products or services requested in this RFP
Offer or Proposal	An offer as defined in Ind. Code § 5-22-2-17
Offeror or Respondent	An offeror as defined in Ind. Code § 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	Furnishing of labor, time, or effort not involving the delivery of specific supplies other than printed documents or other items that are merely

¹ Post the RFP and a copy of the newspaper notice on school website by the date of the newspaper notice publication
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	incidental to the required performance and to be performed as specified in this RFP
Supplies	Equipment, goods, products, and materials as specified in this RFP
Total Bid Amount	The amount that the Respondent proposes that represents their total, all - inclusive price.

1.3 AWARDS UNDER THE RFP

It is the intent the award shall be made to the responsible offeror(s) whose proposal is determined in writing to be the most advantageous to School, taking into consideration price and the other evaluation factors set forth in the request for proposal.

1.4 SUMMARY OF PRODUCTS & SERVICES

School seeks for Respondents to outline how it would offer the Services upon the following parameters:

- Site Locations: School building locations for pre-school children thru grade 12 and located at school buildings listed at <https://www.avon-schools.org/>; information about each school can be viewing using <https://www.avon-schools.org/schools>
- Schedule Specifications: Dates and times agreed upon by School building principals
- Product/Service Specifications: programs as required by laws applicable to the Services; services must: be compatible of with existing buildings, equipment, accessories, and improvements; meet School's reasonable Services' requirements; promote functioning of student needs; offer warranty
- Response should include an understandable, common format such as services, program descriptions, costs/fees per program, costs/fees per location, or other monetary metric that is understandable to the review committee
- Quantity: Number of schools, buildings, and frequencies are based upon School need; current school building demographics are at <https://inview.doe.in.gov/corporations/1033150000>
- Response should outline opportunity for School to obtain supplies or services at a substantial savings to School; explain how market structure is based on price and School is able to receive a discount of the established price; show proposal is advantageous to School's interest in efficiency and economy

Additional requirements are present in Exhibit A. If School makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of the arrangement, the contract may be canceled.

1.5 RFP OUTLINE

Section	Description
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
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
Proposal Evaluation Criteria	This section discusses the evaluation criteria to be used to evaluate Respondents' proposals

1.6 PRE-PROPOSAL CONFERENCE

A pre-proposal conference may be held if a date is specified in the Summary of Milestones. At this conference, interested Respondents may ask questions about the RFP. No answers at any time are binding on School and any information provided at the conference are not binding unless later issued in writing.

1.7 QUESTION/INQUIRY PROCESS

Questions/Inquiries may be submitted via MDSullivan@avon-schools.org and must be received by the deadline. The subject line of the email submissions must clearly state the following:

[Supplies and services for k-12 beverage products] RFP

School will compile a list of any questions/inquiries submitted by Respondents. No Respondent shall rely upon, take any action, or make any decision based upon verbal communications with any School employee. Inquiries are not to be directed to any board member, personnel, or staff member of School. Such action may disqualify Respondent from further consideration for 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 website. If such addenda is necessary, School may extend the due date and time of proposals to accommodate such additional information requirements.

1.8 DUE DATE FOR PROPOSALS

Each Respondent must email and then submit three (3) copies of the proposal, including the Transmittal Letter and other related documentation as required in this RFP. All proposals must be delivered to and then an electronic copy received via email before the deadline in the Summary of Milestones section to:

Dr. Michael Sullivan, AVON COMMUNITY SCHOOL CORPORATION, 7203 East U.S.
Highway 36, Avon, IN 46123

and via email to: MDSullivan@avon-schools.org

Regardless of delivery method, all proposals must be complete and identified with the RFP information. School will not accept any incomplete proposals. Any proposal received by School after the deadline will not be considered even if postmarked before the deadline.

School accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

1.9 MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to responses to this RFP may only be made consistent with the submittal of the original response, acceptable to School and clearly identified as a modification. Only Respondent's authorized representative may modify or withdraw its proposal and prior to the deadline.

1.10 PRICING

Pricing on this RFP must be firm and remain open for a period of not less than 60 days from the proposal due date.

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 discussions, either oral or written, with Respondents. These discussions could include request for additional information, request for cost or technical proposal revision, etc. Additionally and in conducting discussions, School may use information derived from proposals submitted by competing Respondents 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.

1.12 BEST AND FINAL OFFER

School may request best and final offers from those Respondents determined by School to be reasonably viable for contract award. However, School reserves the right to award a contract on the basis of initial proposals received. Following evaluation of best and final offers, School may select

for final contract negotiations that are most advantageous to School, considering cost and the evaluation criteria in this RFP.

1.13 SITE VISITS

School may request a site visit to a Respondent's buildings and facilities to aid in the evaluation of the Respondent's 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 minimum period of three (3) years from the date of contract execution. There may be one (1) year renewals at School's option.

1.15 CONFIDENTIAL INFORMATION

Respondents are advised materials contained in proposals are subject to the Indiana Access to Public Records Act (APRA), and after the contract award, the entire RFP file may be viewed and copied by the public.

1.16 TAXES

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

1.17 GOVERNMENT REGISTRATION

Respondents must possess any required licenses and registrations issued by federal, state, county, and local governmental entities.

1.18 COMPLIANCE CERTIFICATION

If awarded a contract, the contractor must comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. Submission of a proposal is a representation and warranty the Respondent and any subcontractors will obtain and maintain all required permits, permissions, licenses, registrations, certifications, accreditations, and approvals, and comply with all employment, labor, EEOC, E-verify, building, health, safety, and environmental statutes, rules, or regulations in the performance of work activities for School. Responses to this RFP serve as a representation neither Respondent nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments or reports to governmental entities within the United States. Submission of a proposal is a warranty by the Respondent it and personnel who will be on School property will have no current, pending or outstanding criminal, civil, or enforcement actions initiated by any governmental entity within the United States. Respondents also by submitting a proposal represents neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded

from entering into a contract with School by any federal agency or by any department, agency or political subdivision within the United States.

1.19 SUMMARY OF MILESTONES

Due to the unpredictable nature of the evaluation period *and* force majeure events, the estimated dates below are subject to change.

Estimated RFP Dates

Activity	Date
Publication of RFP	November 23 & 30
Pre-Proposal Conference	n/a
Deadline to Submit Written Questions	November 30
Response to Written Questions/RFP Amendments	December 1
Submission of Proposals	December 7, 2023 by 3:00 PM EST
*The dates for the following activities are 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	December 11 board meeting

SECTION II: PROPOSAL PREPARATION INSTRUCTIONS

2.1 GENERAL

To facilitate the timely evaluation of proposals, the format for proposal submission is as follows:

- Each item requesting information must be addressed in the Respondent's proposal.
- Each item, i.e. Transmittal Letter, Business Proposal, Technical Proposal, Cost Proposal, etc., must be separate standalone electronic files or USB Thumb Drive.
- Confidential Information must also be clearly marked in a separate folder/file on any included electronic files or USB Thumb Drive.

2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following unless identified as "optional."

2.2.1 Agreement with requirements listed in this RFP

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

2.2.3 Signature of Authorized Representative

2.2.4 Respondent Notification

Unless otherwise indicated in the Transmittal Letter, Respondents will receive communications and notifications via e-mail to the addresses supplied by Respondents.

2.2.5 Confidential Information

A Respondent may wish to provide the following information if it wishes to claim information is not subject to public disclosure:

- List of documents, or sections of documents, for which statutory exemption to the APRA is being claimed;
- Specify which statutory exception of APRA applies for each document, or section of the document;
- Provide a description explaining the manner in which the statutory exception to the APRA applies for each document or section of the document.
- Provide a separate redacted or public viewing version of the document.

2.2.6 Other Information (Optional)

Any other information the Respondent may wish to briefly summarize relevant to the RFP, Services, and Supplies will be acceptable.

2.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics unless identified as “optional.”

2.3.1 General (optional)

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

2.3.2 Respondent’s Company Structure

The legal entity for Respondent’s organization accompanied by documentation from Indiana Secretary of State’s office, the types of ventures in which the organization is

involved, and a website showing the organization's hierarchy, resources, and services are to be included in this section.

2.3.3 Company Financial Information

This section must include documents to demonstrate the Respondent's financial stability. Examples of acceptable documents include financial statements or federal tax returns for the two (2) recent complete fiscal years. If neither of these can be provided, explain why and include an income statement and balance sheet, for each of the two most recently completed fiscal years.

2.3.4 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating an officer, director, member, manager, or partner of the organization has taken responsibility for the correctness of financial information supplied.

2.3.5 Contract Terms/Clauses

Contract provisions that School expects to mandate with the successful Respondent(s) are present at <https://www.in.gov/idoa/files/2022-Professional-Services-Contract-Template.docx> and as required under applicable federal and state laws including but not limited to 2 CFR 200 (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>); 48 CFR 52 (<https://www.ecfr.gov/current/title-48/chapter-1/subchapter-H/part-52>); and Ind. Code 5-22 (<https://iga.in.gov/>). In your Transmittal Letter please indicate acceptance of these mandatory contract terms. If a clause is not acceptable as worded, suggest alternative wording to address issues raised by that clause. If you require additional contract terms please include them. School reserves the right to reject any requested changes.

2.3.6 References

School should receive references for whom the Respondent has provided products and/or services similar to products and/or services requested in this RFP.

2.3.7 Registration to do Business

If awarded the contract, the Respondent will be required to be registered and in good standing with Indiana governmental entities (e.g. Secretary of State, Department of Revenue, DWD, DOE).

2.3.8 Authorizing Document

Respondent personnel signing the Transmittal Letter must be authorized by the organization to commit the organization contractually.

2.3.9 Subcontractors

The Respondent must signify it will remain 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. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in School's evaluation.

2.3.10 General Information

Each Respondent must enter general information about its operations including contact information.

2.4 TECHNICAL PROPOSAL

The Technical Proposal must be divided into understandable sections. Where appropriate, supporting documentation may be referenced by a page and paragraph number.

2.5 COST PROPOSAL

In order for the Cost Proposal to be valid, Respondents must provide proposed annual costs for the Services and design, creation, manufacturing, and distribution of any Supplies. Prices must include all labor, materials, supplies, equipment, delivery, shipping, service, and administrative costs.

Cost Proposal Narrative

The Respondent should provide a brief narrative in support of each Cost Proposal item. The narrative should be focused on clarifying how the proposed prices correspond directly to the Respondent's Technical Proposal.

Cost Assumptions, Conditions and Constraints

The Respondent should list and describe as part of its Cost Proposal any special cost assumptions, conditions, and/or constraints relative to, or which impact, the prices presented on the Cost Schedules.

SECTION III: PROPOSAL EVALUATION

3.1 PROPOSAL EVALUATION PROCEDURE

School has selected personnel to act as a proposal evaluation team. Subgroups of this team 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 and allowed under applicable laws. Proposals will be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation. Discussions may be conducted with, and best and final offers obtained

from, responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award.

Offerors will be accorded fair and equal treatment with respect to any opportunity for discussion and revisions of proposals. In conducting discussions with an offeror, information derived from proposals submitted by competing offerors may be used in discussion only if the identity of the offeror providing the information is not disclosed to others. School will provide equivalent information to all offerors with which School chooses to have discussions.

When School determines it is in the best interests of School: (1) the solicitation may be canceled or (2) offers may be rejected; in whole or in part as specified in this RFP. Notwithstanding any other law, offers may be opened after the time stated in this RFP if both of the following apply: (1) School makes a written determination that it is in the best interest of School to delay the opening and (2) the day, time, and place of the rescheduled opening is announced at the day, time, and place of the originally scheduled opening. The determinations of School are final and conclusive.

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.
- 3.1.3 Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to School, taking into account all of the evaluation factors, may be selected by School and School for further action, such as contract negotiations. If, however, School decides 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 negotiations with the next qualified Respondent or determine that no such alternate proposal exists or is desirable.

3.2 EVALUATION CRITERIA

Proposals will be evaluated based upon the ability of the Respondent to satisfy the requirements of the RFP in a cost-effective manner. If any criteria are found to be inconsistent or incompatible with applicable state or federal laws, regulations, or policies, that criteria will be disregarded and the responses will be evaluated and scored without taking into account such criteria.

Summary of Evaluation Criteria:

Criteria	Points
1. Adherence to Mandatory Requirements	Pass/Fail
2. Management Assessment/Quality (Business and Technical Proposal)	20 available points
3. Cost (Cost Proposal)	80 available points
Total	100

Proposals will be evaluated using the following approach.

Step 1: In this step, proposals will be evaluated only against Criteria 1 to ensure they adhere to the Mandatory Requirements. Any proposals not meeting the Mandatory Requirements will be disqualified, not considered responsive, and/or rejected.

Step 2: Proposals meeting the Mandatory Requirements will then be scored based on Criteria 2 and 3. This scoring will have a maximum possible score. All proposals will be ranked on the basis of their combined scores for Criteria 2 and 3. 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 additional “short lists.”

Step 3: The short-listed proposals will then be evaluated based on the entire evaluation criteria outlined in this RFP. 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 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 100 points.

3.2.2 Management Assessment/Quality: 20 available points

Respondent must align with Indiana DOE and School standards and have an Indiana presence to be considered. Those without Indiana offices will not be considered for scoring.

3.2.3 Price: **80** available points

In determining whether an offeror is responsible, School may consider the following factors: (1) The ability and capacity of the offeror to provide the supplies or service; (2) The integrity, character, and reputation of the offeror; (3) The competency and experience of the offeror. In determining whether an offeror is responsive, School may consider the following factors: (1) Whether the offeror has submitted an offer that conforms in all material respects to the specifications; (2) Whether the offeror has submitted an offer that complies specifically with the solicitation and the instructions to offerors; (3) Whether the offeror has complied with all applicable statutes, ordinances, resolutions, or rules pertaining to the award of a public contract.

School expects the contract award will be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to School, taking into consideration price and the other evaluation factors set forth in the request for proposals. Award may be made to more than one (1) offeror whose proposals are determined in writing to be advantageous to School, taking into consideration price and other evaluation factors set forth in the request for proposals. Offers will be received and contracts may be awarded separately or for any combination of a line or a class of supplies or services contained in this RFP.

An offeror does not gain a property interest in the award of a contract by School unless: (1) the offeror is awarded the contract by School's board; and (2) the contract is completely executed by the offeror and School.