

MSD of Wayne Township

Request for Proposal: 5-2019

Solicitation For: Technology Products

Response Due Date: May 6, 2019, 4:00 PM EST

SECTION ONE

GENERAL INFORMATION AND REQUESTED PRODUCTS/SERVICES

1.1 INTRODUCTION

MSD of Wayne Township (Wayne), requires the services of a vendor(s) to provide technology products and related services. It is the intent of Wayne 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	Wayne's summary to the board, typically in letter format, of the solicitation and suggestion on vendor selection for the purposes of beginning contract negotiations.
IAC	Indiana Administrative Code
IC	Indiana Code
Contract Award	The acceptance of Wayne'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
Products	Tangible goods or manufactured items as specified in this RFP
Proposal Respondent	An offer as defined in IC 5-22-2-17 An offeror as defined in IC 5-22-2-18. Wayne 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
Sourced Products	Products which Respondent sources on behalf of Wayne and are not part of the Respondent's Standard Offerings
Standard Offerings	Respondent's full line catalog which includes all products available for purchase via web, retail stores, and through existing manufacturer relationships. Standard Offerings does not include products sourced on behalf of Wayne (Sourced Products)
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 Wayne's need for technology items . It is the intent of Wayne to contract with a vendor or vendors that provide Wayne products and 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 purchases of certain technology items by Wayne. Respondents must indicate which products are included in their proposal in the Transmittal Letter. A Respondent may submit a proposal on one or all product categories.

### 1.4.2 Technology Items

The RFP will result in one Technology Item per category.

It is Wayne's intent for all products sold under the resulting contract to be competitively priced. Any product exceptions to a Technology Item Price must be disclosed in the Respondent's cost proposal. Wayne will make the final determination of acceptable exceptions which will be memorialized in the resulting contract.

The following product categories are included in the cost proposal. A Respondent may respond to one, multiple, or all product categories. If available, a Respondent may provide quote for a more current model of the same series.

1. 81ER0002US Lenovo 100e 11.6" LCD Chromebook - minimum Intel Celeron N3450 Quad-core 1.10 GHz - 4 GB LPDDR4 - 32 GB Flash Memory - Chrome OS - 1366 x 768 - Intel HD Graphics 500 LPDDR4, 1 Year warranty, with Google Management Console  
Qty: 1500  
With custom (District Logo) imprinted MAX Extreme Shell for Lenovo 100e Chromebook
2. 81ES0007US Lenovo 500e Chromebook 11.6" Touchscreen LCD Chromebook - Intel Celeron N3450 Quad-core (4 Core) 1.10 GHz - 4 GB LPDDR4 - 32 GB Flash Memory - Chrome OS - 1366 x 768 - In-plane Switching (IPS) Technology -Black - Intel HD Graphics 500 LPDDR4 1 Year warranty, with Google Management Console  
Qty: 1700  
With custom (District Logo) imprinted MAX Extreme Shell for Lenovo 500e Chromebook Yoga
3. 10T7002CUS Lenovo ThinkCentre M720q, TS THINKCENTRE M720Q CORE SYST I5-8400T 1.7G 8GB 256GB SSD W10P, 3 Year warranty  
Qty: 700

4. 60G1MAR2US Lenovo ThinkVision T2054p 19.5" LED LCD Monitor - 16:10 - 7 ms - 1440 x 900 - 250 Nit - 1,000:1 - WXGA+ - HDMI - VGA - DisplayPort. 3 Year warranty  
Qty: 400

Respondents are encouraged but not required to provide pricing for each Technology item.

Wayne is also interested in receiving optional proposals for “White Glove Service” for items #1 and #2 which would include product labeling with provided barcodes, inventory, Chrome OS upgrade to the most recent agreed upon version, and assuring all devices are fully charged. Cases are NOT intended to be attached in that service.

Each Technology Item represents a group of items representative of historical spend. Respondents are required to individually price Technology items in this RFP with all-inclusive, firm, set prices. Pricing must include all delivery, shipping, service, and administrative costs associated with the product.

#### 1.4.3 Ordering and Delivery

Respondents must be able to receive orders via email, fax, and telephone.

There are various Wayne building sites where delivery may be required. The vendor must be able to deliver to all current and potential Wayne’s buildings and meet specified delivery requirements. This shall include dock delivery at Wayne’s buildings.

Except for special orders and circumstance, the vendor shall use reasonable best efforts to ensure that orders placed shall be delivered within thirty (30) days. Partial shipments of product are allowed if coordinated with Wayne.

Wayne may award all or part of this RFP based on the best interests of Wayne. Wayne 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 Wayne’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 Wayne 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 Wayne’s CTO office via the email [shanika.baskin@wayne.k12.in.us](mailto:shanika.baskin@wayne.k12.in.us), by the deadline of **4:00 p.m. EST on April 29, 2019**.

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

Inquiries shall only be directed to staff of Wayne’s CTO office. 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 Wayne’s website. If such addenda issuance is necessary, Wayne 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 Wayne via email to [shanika.baskin@wayne.k12.in.us](mailto:shanika.baskin@wayne.k12.in.us) or at the address below no later than **4:00 p.m. EST on May 6, 2019**. 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 Wayne 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:

PETE JUST  
Chief Operations & Technology Officer  
MSD of Wayne Township  
1220 South High School Road  
Indianapolis, IN 46241

**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 1220 S High School Rd on or before the designated time and date. Late submissions will not be accepted. Wayne'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. Wayne will not accept any unsealed proposals. Any proposal received by Wayne 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. Wayne 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 [shanika.baskin@wayne.k12.in.us](mailto:shanika.baskin@wayne.k12.in.us). Respondents are reminded no answers issued verbally are binding on Wayne and any information provided at any meeting, unless it is later issued in writing, also is not binding on Wayne.

## 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 Wayne, 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 Wayne 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 Wayne 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 180 days from the proposal due date. Mutually agreed upon substitutions may be made purchased based upon availability of the Technology Item. 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

Wayne reserves the right to request clarifications on proposals submitted to Wayne. Wayne 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, Wayne 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. Wayne 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.

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

Mandatory contract clauses are attached to this RFP. Any requested changes to these clauses must be submitted with a proposal. Wayne reserves the right to reject any requested changes. It is Wayne's expectation that any material elements of the contract will be substantially finalized prior to contract award.

## 1.12 BEST AND FINAL OFFER

Wayne may request discussions with and best and final offers from those Respondents determined by Wayne to be reasonably susceptible of being selected for award. However, Wayne 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, Wayne may select for final contract negotiations/execution the offers that are most advantageous to Wayne, considering price and the evaluation criteria set forth in this RFP.

### 1.13 REFERENCE SITE VISITS

Wayne may request a site visit to a Respondent's support center 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

Wayne 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 one (1) year from the date of contract execution. There may be three (3) one-year renewals at Wayne'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. Wayne reserves the right to make determinations of confidentiality. If the Respondent does not identify the statutory exception, Wayne will not consider the submission confidential. If Wayne 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 Wayne is exempt.

### 1.17 PROCUREMENT REGISTRATION

In order to receive an award, Respondents are not required to be pre-registered as a bidder with Wayne.

### 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](http://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 Wayne 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 Wayne may confirm, at any time, no such liabilities exist, and, if such liabilities are discovered, Wayne may bar the Respondent from contracting with Wayne, 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 Wayne and has submitted proof of such payment to Wayne.

### 1.20 EQUAL OPPORTUNITY COMMITMENT

Pursuant to Wayne'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. Wayne 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 Wayne.**
- 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 Veterans 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. Wayne 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 Wayne.**
- Must provide goods or service only in the industry area for which it is certified as listed in the [VA OSDBU](#) or Wayne 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	April 22, 2019
Deadline to Submit Questions	April 29, 2019, 4:00 PM EST
Response to Questions	May 1, 2019
Submission of Proposals	May 6, 2019, 4:00 PM EST
<b>The dates for the following activities are estimated, target dates only. These activities may be completed earlier or later than the date shown.</b>	
Proposal Evaluation	May 7, 2019
Proposal Discussions/Clarifications (if necessary)	May 8, 2019
Oral Presentations (if necessary)	TBD
Best and Final Offers (if necessary)	TBD
RFP Award Recommendation	May 9, 2019, 4:00 PM EST

### 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 Wayne 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, Wayne'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 email. It is the Respondent's obligation to notify Wayne of any changes in any email address that may have occurred since the origination of this solicitation. Wayne 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 Wayne 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 Wayne'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 Wayne 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. Wayne 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)

Mandatory contract clauses Wayne expects within the agreement with the successful Respondent(s) is provided as an attachment. This document contains both mandatory and non-mandatory clauses. Mandatory clauses are listed below and are nonnegotiable. Other clauses beneficial to Wayne 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 Wayne's strong desire to not deviate from the mandatory clauses contained in the attachment and as such Wayne 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) governmental 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 client 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. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

### 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 Wayne as well.

## SECTION THREE PROPOSAL EVALUATION

### 3.1 PROPOSAL EVALUATION PROCEDURE

Wayne 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 Wayne 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 Wayne. 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 Wayne, taking into consideration price and all evaluation factors outlined in this RFP, may be selected by Wayne for further action, such as contract negotiations and award. If, however, Wayne decide that no proposal is sufficiently advantageous to Wayne, Wayne 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, Wayne 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)	<b>25</b>
3. Cost (Cost Proposal)	<b>60</b>
4. Minority Business Enterprise Subcontractor Commitment	5
5. Women Business Enterprise Subcontractor Commitment	5
6. Indiana Veteran Owned Small Business (IVOSB) Subcontractor Commitment	5
<b>Total</b>	<b>100</b>

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 “shortlist” 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 shortlisted proposals will then be evaluated based on all the entire evaluation criteria outlined in the table above.

If Wayne conducts additional rounds of discussions and a BAFO round which lead to changes in either the technical or cost proposal for the shortlisted 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 CTO of Wayne or his designee will, in the exercise of his sole discretion, determine which proposal(s) offer the best means of servicing the interests and needs of Wayne. The exercise of this discretion will be final.