

# Ivy Tech Community College of Indiana

3501 N. First Ave.

Evansville, IN 47710

## Cellular Enhancement System

### Request for Proposal

RFP NO. DAS022014

## Article 1

### Overview, Definitions and General Information

Sec. 1.01. **Purpose.** Ivy Tech Community College of Indiana is requesting proposals from interested parties for *a cellular enhancement system at the Evansville main building, located at 3501 N. First Avenue*. An overarching objective and expected outcome of this process is to, at minimal cost, enhance the performance of cellular service within the main facility to increase service and safety to the College and its stakeholders, including students and Indiana taxpayers.

Sec. 1.02. **Agreement Defined.** As used in this Request for Proposal, “Agreement” means the contract that Ivy Tech Community College of Indiana intends to enter into with a Participant that submits a proposal in response to this Request for Proposal.

Sec. 1.03. **College Defined.** As used in this Request for Proposal, “College” refers to Ivy Tech Community College of Indiana.

Sec. 1.04. **Contractor Defined.** As used in this Request for Proposal, “Contractor” means the firm that the College selects to provide goods or services under the Agreement.

Sec. 1.05. **Designated College Employee Defined.** As used in this Request for Proposal, “Designate College Employee” means the College employee whose name, title, and e-mail address are included in section 2.01 of this RFP.

Sec. 1.06. **Participant Defined.** As used in this Request for Proposal, “Participant” means an individual or firm that submits a proposal in response to this Request for Proposal.

Sec. 1.07. **RFP Defined.** As used in this Request for Proposal, “RFP” refers to this Request for Proposal.

Sec. 1.08. **College Information.** Founded in 1963, Ivy Tech Community College of Indiana is the State’s largest public post-secondary institution and the nation’s largest singularly accredited statewide community college system, with over 9,000 faculty and staff serving nearly 200,000 students enrolled annually. The College has 31 degree granting locations and provides education and training services at more than 100 locations in over 75 communities throughout the State of Indiana. The College is a

commuter college and has no dorms or residence halls and no inter-collegiate athletic teams. A map that identifies locations offering degrees is included in this section. The College's Southwest Region includes the Evansville campus and instructional sites in Tell City and Princeton and serves the ten county area of Daviess, Dubois, Gibson, Knox, Perry, Pike, Posey, Spencer, Vanderburgh, and Warrick Counties. Enrollment at the Southwest Region has grown by almost 300% since 1990, from 2,202 students to over 8,400.

## Map of College's 31 Degree-offering Locations



Sec. 1.08. **Current Situation.** At the main facility of the Southwest Region, cell phone service within the facility is spotty. The College is seeking a cellular enhancement system which will boost cell phone service for major carriers (Verizon, AT&T, T-Mobile, Sprint, etc.).

## Article 2

### Proposal Instructions and Conditions

Sec. 2.01. **Questions and Inquiries.** All questions and inquiries regarding this RFP should be submitted via email to Alisha Aman, Executive Director of Administration at [aaman@ivytech.edu](mailto:aaman@ivytech.edu). EXCEPT FOR CASES AUTHORIZED IN WRITING BY THE DESIGNATED COLLEGE EMPLOYEE, ANY COMMUNICATION BY A PARTICIPANT WITH COLLEGE STAFF OTHER THAN THE DESIGNATED EMPLOYEE, AFTER THIS RFP IS ISSUED AND THROUGH SELECTION AND NOTIFICATION OF THE CONTRACTOR, MAY RESULT IN IMMEDIATE REJECTION OF THAT PARTICIPANT'S PROPOSAL. No questions other than those submitted via e-mail will be accepted. No response other than those answered by the Designated College Employee via e-mail will be binding upon the College. Questions regarding this RFP should be submitted as they occur. Questions submitted after the deadline shown in the schedule in section 2.11 will not be answered.

Sec. 2.02. **Proposal Submission.** The proposal must be double sided, submitted on recycled paper, either stapled or in three-ring, and include one (1) signed original and five (5) copies. Each Participant also must submit one (1) e-mailed electronic version of its proposal with the narrative portions of the proposal in Microsoft Word or pdf format and any spreadsheet schedules included with the proposal in Microsoft Excel format. The proposal must be received by the due date and time stated in section 2.11 of this RFP. A legally authorized representative of the Participant must sign the proposal. Proposals must be addressed as follows:

**Alisha Aman, Executive Director of Administration**

**3501 N. First Avenue**

**Evansville, IN 47710**

**[aaman@ivytech.edu](mailto:aaman@ivytech.edu)**

Office hours for receipt of proposals are: Monday through Friday, 8:00 a.m.-12:00 noon and 1:00-5:00 p.m. Central Standard Time.

Sec. 2.03. **College's Reserved Rights.** The College reserves the right to:

- (1) reject any or all proposals and, in particular, any proposals not containing complete data requested in Article 4 of this RFP;
- (2) waive any irregularity in any proposal received;
- (3) accept the proposal that appears to be in the best interests of the College and negotiate a contract with that Participant using the proposal submitted as part of the basis for the contract;
- (4) conduct discussions with any or all Participants for the purpose of clarification of proposals;
- (5) waive, or decline to waive, any insignificant defect in any proposal or proposal procedure;
- (6) accept, reject, or negotiate the terms of any proposal, or any part of a proposal, for the purpose of obtaining the best and final offer from a Participant;
- (7) reissue the RFP;
- (8) select the finalist or finalists based on the College's analysis and evaluation of proposals submitted; and
- (9) request presentations of proposals if the College believes further information is appropriate to the decision-making process.

Sec. 2.04. **Preliminary Information.** Any information released either verbally or in writing prior to the issuance of this RFP is considered preliminary and is not binding upon the College in any manner.

Sec. 2.05. **Submission Deadline-Withdraw, Rejection and Opening.** Participants may withdraw their proposals before the submission deadline. The College will reject any proposal received after the submission deadline. After the submission deadline, proposals will be opened and reviewed at the convenience of the Designated College Employee. There will be no public opening of the proposals.

Sec. 2.06. **Irrevocability of Submitted Proposal.** Each proposal constitutes an offer by the Participant, which remains open and irrevocable for a period of 120 days.

Sec. 2.07. **Proposal Costs.** The College will not pay for any information requested under this RFP, nor is it liable for any costs incurred by the Participant in responding to this RFP. If a Participant is invited to come to the College to present its proposals, it will do so at its own expense.

Sec. 2.08. **Proposal Ownership.** All proposals submitted become the property of the College; they will not be returned and may be subject to the Indiana Access to Public Records Law (IC 5-14-3).

The College reserves the right to use any concept presented in a proposal to obtain the most beneficial and effective path to achieving the College's desired goal or goals. The College's selection or rejection of a proposal does not affect the College's rights under this section.

Sec. 2.09. **Financial Statements.** If requested, Participants must submit audited financial statements for the past three (3) years (or equivalent data) in order to demonstrate financial capability to provide the required goods or services.

Sec. 2.10. **Unacceptable Contract Terms.** The College will not enter into any agreement or execute any contract or affix its signature to any document from a Participant whose terms require the College to waive all conditions or requirements provided for in this RFP, the College's purchase order, or any other agreement negotiated by the College and the Contractor. The College may reject any proposal or other document that contains a clause or clauses that serve to supersede all other documents related to the goods or services to be provided by the Contractor under the Agreement.

Sec. 2.11. **Schedule.** The table that follows on the next page contains the detailed schedule of events for this RFP. The College reserves the right to modify the schedule.

<i>Activity</i>	<i>Date</i>
Issue RFP.	March 10, 2014
Participants' Conference—question and answer session for interested parties. If possible, questions should be e-mailed to <i>Alisha Aman</i> at <i>aaman@ivytech.edu</i> on or before <i>March 17, 2014</i> to enable the College's Evaluation Team to answer the question fully during the conference. Call in option: 1-855-279-0026, PIN 56532	March 19, 2014 at 2:00 pm, in room 201 on campus.
Final questions regarding the RFP are due from interested parties before 3:00 p.m. Central Standard Time. A response, or status report on the response, will be e-mailed within two business days. If the information is relevant to the substantive content of the RFP, clarifications will be e-mailed to all parties that received the RFP.	March 26, 2014
The submission deadline for proposals is 3:00 p.m. Central Standard Time.	April 4, 2014
Presentations by finalists to College's evaluation team.	April 7 - 11, 2014
Target date for selection of Contractor by College's evaluation team.	April 17, 2014
Target date to finalize Agreement and make public announcement.	April 28, 2014

## Article 3

### Requested Goods or Service

Sec. 3.01. **System Requirements.** The following is a list of system requirements and service expectations for this project.

#### **Design:**

- Equipment will be required throughout the main building sufficient to provide cell phone reception throughout the building without dropped service when moving through the facility. Facility drawings will be provided at the participant conference for those interested.
- Ivy Tech Community College cabling standards will be supplied at the Participants' conference. It is expected the Contractor will comply with these standards, as well as local, state, and federal cabling codes.
- Chosen system must have the ability to accommodate potential expansion in the future.
- A final site RF survey will be conducted after installation. The Contractor will provide Ivy Tech the results of the final survey to compare to the first RF spectrum survey in order to demonstrate cell phone reception performance improvement.

#### **Proposal:**

- Schematic diagram of the proposed installation must be included in the RFP response package.
- A detailed breakdown of all components (i.e. active electronic devices, cabling specifications, equipment racks/cabinets, antennas, labor, etc.) by price and unit must be included in the RFP response package.
- Include a breakdown of costs to enhance the campus' cellphone reception by major carrier and with line items including 3G support and 4G support.
- Accurate project installation start and finish time frames must be included. This must include lead times to order necessary equipment.
- Include a list of references from customers where the Participant has performed similar work. Include type of solution implemented.
- Contractor must be in compliance with State Board Resolution 2004-32 (attached).

#### **Before Equipment Order:**

- Contractor will perform a detailed site survey with appropriate RF spectrum measurements to ensure successful system design and equipment specification and identify cable paths.

- Contractor will work with local cell tower owners, wireless service providers, and FCC to negotiate appropriate operational compliance agreements on behalf of and with participation of Ivy Tech Southwest Region before system installation work begins.
- System design, installation, and equipment must comply with all FCC rules and regulations.

**Installation:**

- Contractor is responsible for full installation, working with the Information Technology and Facility teams to prevent conflict with existing systems.
- Installation of equipment cannot penetrate the roof. Alternate pathways can be identified with the Director of Facilities Management.

**Maintenance:**

- It is anticipated that a maintenance and support contract will be provided by College to Contractor for up to a five year period with defined levels of required service and response times, identified by carrier system.

## Article 4

### Proposal Requirements

Sec. 4.01. **General Information.** In its proposal, each Participant must include general information about the organizational structure and financial stability of the firm. This information must include a statement of the manner in which the Participant is organized, i.e., "Participant was incorporated under the laws of the State of Delaware in 1977 and is a subsidiary of XYZ, Inc." In addition, the Participant's proposal must include summary information from its most recent financial statement.

Sec. 4.02. **Work Plan.** In its proposal, each Participant must describe its work plan for providing the equipment and goods or services described in Article 3 of this RFP. In its work plan, each Participant must provide a detailed description of any and all deviations from the specifications included in the RFP. The work plan also must include a list of the individuals who will be involved in providing those goods or services, biographical information for each of those individuals, the role each individual will perform in providing those goods or services, and the individual's qualifications for performing that role. For each individual, the Participant must include a list of projects for educational institutions for which the individual performed a similar role in providing goods or services within the last five years.

Sec. 4.03. **Proposed Schedule.** Each Participant must provide its proposed schedule for providing the goods or services described in Article 3 of this RFP. The proposed schedule must cover the time period from the date that the Agreement is signed until the date that the Contractor will complete its performance under the Agreement.

Sec. 4.04. **References and Related Experience.** Each Participant must provide a list of references consisting of at least five clients for whom the Participant has provided similar goods or services and the time period during which those goods or services were provided. For each listed reference, the Participant must provide the name, address, telephone number, and e-mail address of the best individual for the College to contact. It is preferable that the Participant's list of references include educational institutions.

Sec. 4.05. **Primary Contact.** Each Participant must provide the name, address, telephone number, and e-mail address of the individual who is authorized to represent the Participant from the time

the Participant's proposal is delivered until the Agreement has been executed by the College and the Contractor.

**Sec. 4.06. Civil and Criminal Actions.** Each Participant must provide a list of any pending lawsuits brought against the company or owners of the company, and the details about those lawsuits. If any owner of the firm has been convicted of a crime or if any felony charges are pending, the Participant shall provide detailed information about those convictions or charges.

**Sec. 4.07. Use of Subcontractors.** If a Participant intends to use another company or private individual as a subcontractor in providing the goods or services described in Article 3 of this RFP, the Participant, in its proposal, must list each subcontractor, describe the subcontractor's role in providing the goods or services, and explain the subcontractor's qualifications to perform such a role. The College reserves the right to approve or reject any proposed subcontractor or to reject any proposal based on the use of a proposed subcontractor. Subcontractors receiving more than \$35,000 must also comply with State Board of Trustees Resolution 2004-32.

**Sec. 4.08. Non-Collusive Certificate.** Each Participant must include a completed non-collusion certificate with its proposal. A copy of the non-collusion certificate is attached to this RFP as Exhibit A.

**Sec. 4.09. Supplier Diversity Information.** Each Participant must include a completed supplier diversity information form with its proposal. A copy of the supplier diversity information form is attached to this RFP as Exhibit B.

**Sec. 4.10. Green Policy.** Green products and services have a lesser or reduced deleterious effect on human health and the environment when compared with competing products or services that serve the same purpose. Practicing sustainability means making environmentally friendly choices related to energy, construction, renovation, purchasing and investment. Each Participant must describe:

- (1) how the Participant will promote green and sustainability practices in providing the goods or services described in Article 3 of this RFP; and
- (2) the Participant's green and sustainability policies and results.

Sec. 4.11. **Terms and Conditions of Agreement.** Each Participant must indicate its exceptions to any terms and conditions listed in Article 5 of this RFP. By submitting a proposal, a Participant accepts each of those terms and conditions unless the Participant does indicate its exception to a particular term or condition. In addition, each Participant must include in its proposal any terms and conditions that it will require to be included in the Agreement.

Sec. 4.12. **Contractor's Compensation** Each Participant must quote the firm, fixed fee that it will charge the College for completion of the services described in Article 3 of this RFP. The College will not under any circumstance pay the Contractor more than the fee quoted by it in its proposal. The College will not consider any proposal that is submitted on a time and materials basis. In addition, the College will not consider any proposal that would require the College to reimburse the Contractor for any expenses incurred by the Contractor in providing the services described in Article 3 of this RFP, including but not limited to expenses incurred by the Contractor for supplies, wages, travel, copying, and communications.

Sec. 4.13. **Signature Required.** Each Participant's proposal must be signed by an authorized representative of the firm.

## Article 5

### Standard Terms and Conditions

Sec. 5.01. **Provisions Included in Agreement.** The terms and conditions set forth in this Article will be part of the Agreement that will be entered into by the College and the Contractor.

Sec. 5.02. **Applicable Law.** The Agreement shall be governed by the laws of the State of Indiana, and Contractor shall at all times comply with and observe all federal, state and local laws, ordinances, and regulations that are in effect during the term of the Agreement and that in any manner affect the goods or services that Contractor is to provide under the Agreement.

Sec. 5.03. **Assignment.** No right or duty of the Contractor under the Agreement may be assigned or delegated, in whole or in part, including by transfer of stock or ownership in Contractor, without the prior written consent of the College.

Sec. 5.04. **Notices.** (a) With the exception of notice of termination, which must be made by certified mail, any written notice called for in the Agreement may be given by personal delivery, first class mail, overnight delivery service, e-mail or facsimile transmission. Notices given by personal delivery will be effective on delivery. Notices given by overnight service will be effective on the next business day. Notices given by first class mail will be effective five business days after mailing. Notices given by e-mail or facsimile will be effective when a confirmation of delivery is received.

(b) Until College provides Contractor with written notice of a change, notices to College shall be given to both of the following individuals:

James M. Hudson

Chief Procurement Officer

Ivy Tech Community College of Indiana

50 West Fall Creek Parkway, N. Drive

Indianapolis, IN 46208-5752

Facsimile Number (317) 921-4864

Chris Ruhl

General Counsel

Ivy Tech Community College of Indiana

50 West Fall Creek Parkway, N. Drive

Indianapolis, IN 46208-5752

Facsimile Number (317) 921-4234

(c) Until Contractor provides College with written notice of a change, notices to Contractor shall be given to the following individual or individuals:

*(Participant: Insert appropriate contact information here.)*

**Sec. 5.05. Non-Discrimination.** In connection with its performance under this Agreement, the Contractor agrees not to discriminate against any student, employee or applicant for employment because of age, race, religion, color, handicap, sex, sexual orientation, or national origin. This provision includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor further agrees to take affirmative action to insure equal employment opportunities. If present on a campus, Contractor, including all employees and agents, shall agree to abide by, and comply with, all College, federal, state, and local policies, regulations, and laws that pertain to sexual harassment and non-discrimination. Contractor further agrees that employees and agents, while on the College's premises, shall comply with and observe all applicable rules and regulations concerning conduct on the College's premises, which are imposed upon the College's employees and agents.

**Sec. 5.06. Force Majeure.** Neither party will be considered in breach of the Agreement for failure to perform if the failure is caused by riots, war, public emergency, national or local calamity, acts of terrorism, the act or regulation of any public authority, labor difficulty or strike, war, epidemic, fire, storm, inclement weather or other act of God, or any other cause beyond the reasonable control of the nonperforming party that renders that party's performance impossible. In such a case, the performance of the Agreement, with the exception of money already due and owing, shall be suspended and excused to the extent commensurate with the interfering occurrence. In addition, the expiration date of the Agreement may be extended, by mutual written consent, for a period of time equal to the time that performance of the Agreement is so excused.

**Sec. 5.07. Independent Contractor Relationship.** The relationship of the parties is that of independent contractors, and no tenancy, partnership, joint venture, agency, fiduciary or other relationship is created. A party may not order any goods or services, incur any indebtedness, or enter into any obligation or commitment on the other party's behalf. It is mutually understood and agreed that employees of the Contractor are not employees of the College, and that employees of the College are not

employees of the Contractor.

Sec. 5.08. **Severability.** If any provision of the Agreement is finally adjudicated illegal, invalid, in excess of the authority of either party to this Agreement, or otherwise unenforceable, then that provision shall be severed, and the remainder of the Agreement shall remain in force as if the severed provision were never included in the Agreement.

Sec. 5.9. **Non-Performance.** If Contractor fails to perform under the terms and provision of the Agreement, the Contractor shall reimburse the College for any additional expense incurred by the College to have the work completed by a third party over and above what the College would have been required to pay Contractor had Contractor not failed to perform.

Sec. 5.10. **Termination for Cause.** College may terminate this Agreement for cause if Contractor fails to cure a material breach of the Agreement with thirty (30) days after receiving notice of the breach from College. In such a notice, College must describe the breach in detail sufficient to permit Contractor to cure the breach.

Sec. 5.11. **Waiver.** The failure of College to insist in anyone or more instances upon the performance of any one or more of the provisions of the Agreement or to pursue any of its rights under the Agreement shall not be construed as a waiver of such a provisions or the relinquishment of such a right.

Sec. 5.12. **College Funding.** The College represents that, as of the date of this Agreement, funds sufficient to pay its immediate financial obligations under this Agreement have been allocated and are available. However, the College is a publicly funded entity and its ongoing financial obligations under this Agreement are subject to the allocation of funds by parties not controlled by College. If, through no action initiated by College, the General Assembly of the State of Indiana does not appropriate, or the Executive Branch of State Government does not release, sufficient funds to allow for the continuation of this Agreement for any fiscal year, in whole or part, as determined by the College in its sole discretion, this Agreement may be terminated by the College.

Sec. 5.13. **Indemnification.** Contractor shall defend, indemnify and hold harmless College and its Board of Trustees, officers and employees from any and all claims, suits, actions, damages, judgments, and costs (including reasonable attorney fees), arising out of any:

(1) damage, destruction or loss of any property (including but not limited to College's property);

or

(2) injury to or death of any person (including but not limited to any employee of College);

which results from or arises out of negligent or willful acts or omissions of Contractor or its officers, agents, employees, and subcontractors in the performance of this Agreement. At the College's request, Contractor shall investigate and defend such a claim, suit, or action against the College.

Sec. 5.14. **Insurance.** During the term of the Agreement, Contractor shall keep in force, at its own expense, at least the following insurance:

(1) Commercial General Liability having a combined single limit of not less than one million and 00/100 dollars (\$1,000,000) per occurrence covering contractual liability and products/completed operations;

(2) Business Automobile Liability having a combined single limit of not less than one million and 00/100 dollars (\$1,000,000) per occurrence covering claims arising out of ownership, maintenance, or use of owned or non-owned automobiles;

(3) Worker's Compensation insurance having limits not less than those required by applicable statute;

(4) Employer's Liability in the amount of at least one million and 00/100 dollars (\$1,000,000); and

(5) Excess or Umbrella Liability in the amount of at least four million and 00/100 dollars (\$4,000,000).

The College and its trustees, officers, and employees shall be named as additional insured parties under the Commercial General Liability and Excess or Umbrella Liability policies.

Sec. 5.15. **Endorsement.** Unless specifically authorized in writing by the College's Chief Procurement Officer on a case by case basis, Contractor may not use the name of the College, its officials or employees, or the seal or marks of the College in advertising, publicity, or promotion nor express or imply any endorsement by the College of Contractor's goods or services.

Sec. 5.16. **Integrated Agreement.** The College's Request for Proposal (RFP) for a cellular enhancement system which will boost cell phone service throughout the main facility and Contractor's proposal submitted in response to the RFP are incorporated into and made a part of this Agreement. However, if there is a conflict between the provisions of this Agreement and the provisions of either the College's RFP or the Contractor's proposal, the provisions of this Agreement control. This Agreement, including the incorporated documents:

- (1) is the sole expression of the understanding of the parties with respect to the subject matter of this Agreement;
- (2) supersedes all prior statements and agreements with respect to that subject matter;
- (3) may be modified or amended only by a written instrument signed by both parties; and
- (4) may only be waived in a written document that is signed by an authorized representative of the party against whom the waiver is sought to be enforced.

Sec. 5.17. **Tax Related Provisions.** (a) College declares that as of the effective date of this Agreement, it:

- (1) is an instrumentality of the State of Indiana established by IC 21-22 and as such has been determined by the Internal Revenue Service to be exempt from federal income taxation under Section 115 of the Internal Revenue Code;
- (2) is not subject to the Indiana adjusted gross income tax imposed under IC 6-3;
- (3) is exempt from property taxation under IC 6-1.1-10-2; and
- (4) is exempt from sales and use taxes under IC 6-2.5-5-16.

(b) Contractor understands that College is exempt from the taxes listed in this section and that College will neither directly pay nor reimburse Contractor for any of those taxes.

Sec. 5.18. **Surety for Performance.** On or before the effective date of this Agreement, the Contractor must post a performance bond or a letter of credit from a bank as security for the Contractor's performance of its obligations under this Agreement. The performance bond or letter of credit must be issued by surety or bank that is acceptable to the College. In addition, the amount of the performance bond or letter of credit must equal the estimate amount to be paid to the Contractor during the term of the Agreement or the first twelve (12) months that the Agreement will be in effect, whichever is shorter.

Sec. 5.19. **Confidential Information.** Contractor acknowledges that in the course of providing goods or services under this Agreement it will have access to personal and confidential information, including but not limited to names, addresses, social security numbers, personal data, and financial information. Contractor shall implement appropriate measures, including the establishment and maintenance of policies, procedures, and technical, physical, and administrative safeguards, that are designed to ensure the security and confidentiality of personal and confidential information, protect against reasonably foreseeable threats to the security and integrity of that information, and protect against unauthorized disclosure of, access to or use of that information. Contractor shall promptly notify College upon discovery of any possible loss, unauthorized disclosure, or unauthorized use of any personal or confidential information. With respect to its duties under this section, Contractor shall comply with all relevant laws and regulations, including but not limited to the Gramm-Leach-Bliley Act, the Family Educational Rights and Privacy Act, IC 4-1-10, IC 4-1-11, and the regulations promulgated under those federal and state statutes and indemnify the College for its costs incurred as a result of any unauthorized disclosure of, access to or use of personal or confidential information.

## Article 6

### Evaluation of Proposals and Contract Award

Sec. 6.01. **Evaluation Team.** The proposals received in response to the RFP will be evaluated by a team of College officers and employees designated by the President of the College.

Sec. 6.02. **Evaluation Criteria.** The criteria that the Evaluation Team will use to evaluate the proposals are as follows:

- (1) the completeness of each proposal in terms of responding to the information required under Article 4 of this RFP;
- (2) the qualifications of each of Participant's personnel who would provide the services described in Article 3 of this RFP;
- (3) the fee or other compensation arrangement quoted by each Participant for providing the services described in Article 3 of this RFP;
- (4) the experience of the Participants in providing services similar to those described in Article 3 of this RFP to other educational institutions;
- (5) the quality and features of the goods included by the Participants in their proposals, including but not limited to the conformity of those goods with the technical specifications included in the RFP, the ease of using the goods, and the ease of servicing the goods;
- (6) functions or capabilities of the goods that go beyond the technical specifications included in the RFP;
- (7) the compatibility of the goods included by the Participants in their proposals with other College equipment and systems;
- (8) support issues with respect to the goods included by the Participants in their proposals, such as the stability of the goods, the length of the remaining design time of the goods as of the date of the proposals, training, maintenance response capabilities, and future options;
- (9) the comments received from clients that the Participants listed as references in their proposals;

- (10) Capital, acquisition, and life cycle and other relevant components of total cost of ownership for the goods and services included by the Participants in their proposals; and
- (11) the exceptions, if any, of each Participant to the terms and conditions listed in Article 5 of this RFP.

Sec. 6.03. **Team's Recommendation.** Following the review of proposals, the Evaluation Team will determine whether to recommend to the President of the College that the College enter into a contract with a particular Participant to provide the goods or services described in Article 3 of this RFP. If the Evaluation Team makes such a recommendation to the President and the President agrees with that recommendation, the College will then issue the appropriate purchase order to the recommended Participant.

# Exhibit A

## NON-COLLUSIVE CERTIFICATE

By submission of this certificate, each person signing certifies, and in the case of a joint response, each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

1. The content of the party's response has been arrived at independently without collusion, consultation, communications, or agreement with any other party for the purpose of restricting competition as to any matter relating to service or cost.
2. No attempt has been made or will be made by the party to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition;
3. No employee, agent or consultant of Ivy Tech Community College of Indiana has received or will receive any payment or any other form of compensation from the party as a result of a contract award or promise of such an award to the party.

***I swear and affirm, under penalties for perjury as specified by IC 35-44-2-1 that the information provided with this certificate is true.***

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

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

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

Company: \_\_\_\_\_

Date: \_\_\_\_\_

# Exhibit B

## SUPPLIER DIVERSITY INFORMATION

Each Participant is required to complete this Exhibit B and to include it with its proposal.

This information is not applicable to my business, firm or corporation.

Ivy Tech Community College of Indiana encourages respondents to this RFP to become involved in our Supplier Diversity Program. The Supplier Diversity Program tracks businesses that qualify as Minority (MBE), Small Disadvantaged Business (SDB), Women-Owned Business Enterprises (WBE), HubZone, or Veteran Owned Business Enterprises.

To qualify as one of the above business classifications, your company must be at least 51% owned, controlled and actively managed by a person in one of the categories listed above.

State your company's status per categories below:

_____	Small Business	_____	WBE
_____	SDB	_____	HubZone
_____	MBE	_____	Historically Black
_____	Service Disabled Veteran Owned	_____	College/University
			Veteran Owned

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Does the Participant's business currently have a Supplier Diversity Program in place?  
Yes \_\_\_\_\_ No \_\_\_\_\_

If the Participant answered "yes", please provide the name and telephone number of the Participant's Program Coordinator \_\_\_\_\_

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Identify all Second Tier Business Relationships or First Tier Business Relationships Supplier has with Minority-Owned, Women-Owned, HubZone, Veteran-Owned and Small Disadvantaged Businesses. (1st Tier is defined as -- Any supplier, regardless of type or size, which has a direct contract with Ivy Tech Community College of Indiana. 2nd Tier is defined as -- Any supplier, regardless of type or size, which is contracted through a 1st tier supplier to Ivy Tech Community College of Indiana.)

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Date: \_\_\_\_\_

**USE OF APPRENTICES IN CERTAIN CONSTRUCTION  
OR REMODELING PROJECTS**

**RESOLUTION NUMBER 2004-32**

**WHEREAS**, Ivy Tech Community College was originally created to provide occupational and technical education for students regardless of race, color, creed, religion, national origin, sex, disability, or veterans' status, and

**WHEREAS**, the College shall cooperate and strive for coordination among all providers of occupationally oriented training in all educational sectors, and

**WHEREAS**, much occupational training by the College can best be provided through on-the-job training practices, and

**WHEREAS**, the College has been and will be experiencing rapid growth in all regions which requires expansion of facilities to meet the increasing demand for training space to accommodate prospective students and thus, creates an opportunity for the College to provide the construction industry with training programs, the most important factor of which is on-the-job training experience, and

**WHEREAS**, the College recognizes the responsibility it has to provide opportunities to every qualified person to be properly trained and employed to master the skills in the construction field;

**NOW THEREFORE BE IT RESOLVED** by the trustees of the Ivy Tech Community College that the specifications for any construction or remodeling project exceeding \$35,000 (Thirty-five Thousand Dollars) shall provide that the contractor and subcontractors shall employ apprentices from each building trades craft involved. Such apprentices shall be properly indentured into a Joint Apprenticeship Training Program or other comparable bona fide apprenticeship training program, which has been actively functioning for at least three consecutive years, and which is registered and certified with the U. S. Department of Labor, Bureau of Apprenticeship and Training, and approved by the U.S. Veterans Administration or its State designee for participation in the GI educational benefits program, and

**BE IT FURTHER RESOLVED** that the ratio of apprentices from each respective craft involved shall be determined in accordance with the Apprenticeship Standards of the Labor-Management Contract in that jurisdictional area, and

**BE IT FURTHER RESOLVED** that if none of the bidders can meet the requirements of this resolution, the College reserves the right to contract with the lowest and best bidder not meeting the requirements of this resolution, and

**BE IT FURTHER RESOLVED** that this resolution rescinds and replaces Resolution Number 75-69 and Resolution Number 94-42.

State Board of Trustees  
Ivy Tech Community College  
Approved on June 10, 2004

I, \_\_\_\_\_,  
NAME OFFICER

of \_\_\_\_\_ do hereby agree  
FIRM

to comply with the terms of Resolution 2004-32 for use of apprentices if awarded a contract by Ivy Tech Community College.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
FIRM

\_\_\_\_\_  
DATE

Briefly describe how you intend to comply with the terms of the Resolution. Identify the apprenticeship training programs, registered and certified with the U. S. Department of Labor, which will supply the apprentices to be employed by your firm on this project. Please note that if none of the bidders can meet this requirement, a contract may be awarded to the lowest and best bidder not meeting the requirements of Resolution 2004-32 for the use of apprentices.

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6/10/2004 and 7/1/2005