



Northwest Indiana Regional Development Authority

**Request for Proposal 01-13**

Solicitation For:

**Feasibility Studies**

*A Feasibility Study of the Need for a Trauma Center in Northwestern Indiana  
and  
A Feasibility Study of an Academic Medical Center in Northwestern Indiana*

**Intent to Respond Form Due Date: September 30, 2013**

**Response Due Date: October 25, 2013**

**Sherri Ziller, Chief Operating Officer  
Northwest Indiana Regional Development Authority  
9800 Connecticut Drive  
Crown Point, IN 46307**

**SECTION ONE**  
**General Information**

**1.1 Introduction**

In accordance with Indiana statute, specifically IC 36-7.5-5, the Northwest Indiana Regional Development Authority (the “RDA”), must investigate and study 1) whether the statistical profile of injuries annually sustained by the population of Northwestern Indiana justifies the placement of one (1) or more trauma centers in Northwestern Indiana and, if so, what the appropriate levels of the trauma centers should be to care for those injuries, in terms of the trauma center rating system of the American College of Surgeons and 2) the feasibility of developing an academic medical center in Northwestern Indiana. It is the intent of the RDA to solicit responses to this Request for Proposal (“RFP”) in accordance with the statement of work, proposal preparation section and specifications contained within this document. The RFP is being posted to the RDA website (<http://www.in.gov/rda/2328.htm>) for downloading. A nominal fee will be charged for providing hard copies. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

**1.2 Definitions and Abbreviations**

The following terms appear throughout the RFP and are defined below. Additional specialized terms may be defined at the specific cite when appropriate.

Designated RDA Employee	Specified individual(s) who work for the RDA and is responsible for this RFP
IC	Indiana Code
Implementation	The successful delivery and implementation of the services required by this solicitation as specified in the contract that results from this RFP.
Northwestern Indiana	The geographic area of Indiana defined by the geographic boundaries of Lake County and Porter County
Proposal	An offer as defined in IC 5-22-2-17.
Respondent	An offeror as defined in IC 5-22-2-18. The RDA 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 the performance of the contract.
Services	Work to be performed as specified in this RFP.

Vendor Any successful Respondent selected as a result of the procurement process to deliver the services requested by this RFP.

**1.3 Purpose of the RFP**

The purpose of this RFP is to seek one or more Contractor(s) to prepare a feasibility study regarding the need for a trauma center in Northwestern Indiana and a feasibility study on an academic medical center in Northwestern Indiana.

**1.4 Summary Scope of Work**

Scope of Work is included in Attachment C of this RFP.

**1.5 RFP Outline**

The outline of this RFP document is described below:

Section	Description
Section 1 – General Information and Requested Services	This section provides an overview of the RFP, general timelines for the process, and a summary of the services being solicited by the RDA 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 section discusses the evaluation criteria to be used to evaluate respondents’ proposals
Attachment A	M/WBE Sub-Contractor Commitment Form
Attachment B	Sample Contract
Attachment C	Scope Of Work
Attachment D	Cost Proposal Template
Attachment E	Business Proposal Template
Attachment F	Question and Answer Template
Attachment G	Intent to Respond

## 1.6 Question/Inquiry Process

All questions/inquiries regarding this RFP must be submitted via e-mail to Sherri Ziller at [SZiller@rda.IN.gov](mailto:SZiller@rda.IN.gov), who will serve as the Designated RDA Employee, using the Question and Answer Template provided in the supplementary attachments. **Questions/Inquiries must be received by 3:00 p.m. Central Time on the date specified in Section 1.18 of this document.**

Following the question/inquiry due date, the Designated RDA Employee will compile a list of the questions/inquiries submitted by all Respondents. The responses will be posted to the RDA website according to the RFP timeline established in Section 1.18. The question/inquiry and answer link will become active after responses to all questions have been compiled. Only answers posted on the RDA website will be considered official and valid by the RDA. No Respondent shall rely upon, take any action, or make any decision based on any verbal communication with any RDA employee or steering committee member.

**Inquiries are not to be directed to any staff or board member of the RDA who is not the Designated RDA Employee. 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 the RDA website. If such addenda issuance is necessary, the RDA 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 at the address below by the RDA no later than 3:00 p.m. Central Time on October 18, 2013.** Each Respondent must submit one (1) printed hard-copy (labeled "Original") and one (1) electronic copy on either CD-ROM or USB Flash Drive (labeled "Original"), including the Transmittal Letter and all other related documentation required by this RFP. The CD or Flash Drive labeled "Original" will be considered the official response in evaluating responses for scoring and protest resolution. The Respondent's proposal response may be posted on the RDA website, (<http://www.in.gov/rda/2328.htm>) if recommended for selection. Each copy of the proposal must follow the format indicated in Section Two of this document. Respondents should focus on presenting a complete and effectively proposal and eliminate unnecessarily materials from inclusion in their proposal.

All proposals shall be addressed to:

Ms. Sherri Ziller  
Northwest Indiana Regional Development Authority  
9800 Connecticut Drive  
Crown Point, IN 46307

Directions to the RDA are located in Attachment H should Respondent choose to hand deliver its Proposal.

If Respondent ships or mails solicitation responses: It is the responsibility of the Respondent to ensure that the proposal is received by the RDA on or before the designated time and date. Late submissions will not be accepted. The RDA clock is the official time for all proposal submissions.

All proposal packages must be clearly marked with the RFP number, due date, and time due. Any proposal received by the RDA 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 30 days of the proposal due date will be destroyed.

No more than one (1) proposal per Respondent may be submitted.

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

All proposals submitted to the RDA should be double-sided and printed on 30% post-consumer recycled content paper or tree-free paper. When possible, soy ink should be used.

### **1.8 Modification or Withdrawal of Offers**

Modifications to responses to this RFP may only be made in the manner and format described in Section 1.6 and clearly identified as a modification.

The Respondent's authorized representative may withdrawal the proposal, in person, prior to the due date. Proper documentation and identification will be required before the RDA will release the withdrawn proposal. The authorized representative will be required to sign a receipt for the withdrawn proposal.

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

### **1.9 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. Please refer to the Cost Proposal sub-section under Section 2 for a detailed discussion of the proposal pricing format and requirements.

### **1.10 Proposal Clarifications and Discussions, and Contract Discussions**

The RDA reserves the right to request clarifications on proposals submitted to the RDA. The RDA 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 revisions, etc. Additionally, in conducting discussions, the RDA 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. The RDA 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.

The RDA will schedule all discussions. Any information gathered through oral discussions must be confirmed in writing.

A sample contract is provided in the supplemental attachments. Any requested changes to the sample contract must be submitted with your response (See Section 2.3.5 for details). The RDA reserves the right to reject any of these requested changes. It is the RDA's expectation that any material elements of the contract will be substantially finalized prior to the contract award.

### **1.11 Best and Final Offer**

The RDA may request best and final offers ("BAFO") from those Respondents determined by the RDA to be reasonably viable for contract award. However, the RDA 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, the RDA may select for final contract negotiations/execution the offers that are most advantageous to the RDA, considering cost and the evaluation criteria in this RFP.

### **1.12 Type and Term of Contract**

The RDA 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 ten (10) months.

### **1.13 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 place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the Transmittal Letter and on the outside of that envelope that confidential materials are included. The Respondent must also specify which statutory exception of APRA that applies. The RDA reserves the right to make determinations of confidentiality. If the Respondent does not identify the statutory exception, the RDA will not consider the submission confidential. If the RDA does not agree that the information designated is confidential under one of the disclosure exceptions to APRA, it may seek the opinion of the Public Access Counselor. Prices are not confidential information.

#### **1.14 Taxes**

Proposals should not include any tax from which the RDA is exempt.

#### **1.15 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 government entity or agency, and Respondent agrees that it will immediately notify that RDA of any such actions. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the state or federal government. The Respondent agrees that the RDA may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that the RDA may bar the Respondent from contracting with the RDA, cancel existing contracts, withhold payments to set off such obligations, and withhold further payments or purchases until the entity is current in its payments on its liabilities.

#### **1.16 Equal Opportunity Commitment**

Pursuant to IC 36-7.5-2-8, it has been determined that there is a goal for minority and woman business enterprises subcontracting opportunities on a contract awarded under this RFP. Therefore, Respondent should attempt to meet the contract goals of 15% for Minority Business Enterprises and 5% for Woman Business Enterprises.

Failure to meet these requirements will affect the evaluation of Respondent's proposal.

#### **1.17 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).

### 1.18 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*

<b>Activity</b>	<b>Date</b>
Issue of RFP	September 24, 2013
Intent to Respond Form Due	September 30, 2013
Deadline to Submit Written Questions	October 2, 2013
Response to Written Questions/RFP Amendments	October 8, 2013
Submission of Proposals	October 25, 2013
<i>The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.</i>	
Proposal Evaluation	TBD
Proposal Discussions/Clarifications (if necessary)	TBD
Oral Presentations (if necessary)	TBD
Best and Final Offers (if necessary)	TBD
Contract Award	January 3, 2014

## 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.

### 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 of this RFP and agreement with any requirements/conditions listed therein.

#### *2.2.2 Summary of Ability and Desire to Supply the Required Services*

The Transmittal Letter must briefly summarize the Respondent's ability to supply the requested services that meet the requirements defined in Section 2.4 of this RFP. The letter must also contain a statement indicating the Respondent's willingness to provide the requested services subject to the terms and conditions set forth in the RFP including, but not limited to, the RDA'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 Section 2.3.4, 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 e-mail address, if that contact is different than the individual authorized for signature.*

#### *2.2.4 Respondent Notification*

Unless otherwise indicated in the Transmittal Letter, Respondents will be notified via e-mail.

It is the Respondent's obligation to notify the RDA of any changes in any address that may have occurred since the origination of this proposal. The RDA will not be held responsible for incorrect vendor/contractor addresses.

#### *2.2.5 Other Information*

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

### **2.3 Business Proposal**

The Business Proposal must address the following topics except those specifically identified as "optional." The Business Proposal Template is located in the supplemental attachments.

#### *2.3.1 General (optional)*

This section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant or important to the RDA's successful acquisition of the 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 service 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 financial statements, including an income statement and balance sheet, for each of the two most recently completed fiscal years. 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 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 the RDA 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. The RDA will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

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*

A sample contract that the RDA expects to execute with the successful Respondent is provided in the supplemental attachments. This contract contains both mandatory and non-mandatory clauses. Mandatory clauses are listed below and are non-negotiable. Other clauses are highly desirable. It is the RDA's expectation that the final contract will be substantially similar to the sample contract provided.

In your Transmittal Letter, please indicate acceptance of these mandatory contract terms (see Section 2.2.2). In this section, please review the rest of the contract and indicate your acceptance of the non-mandatory contract clauses. If a non-mandatory clause is not acceptable as worded, suggest specific alternative wording to address issues raised by the specific clause. If Respondent requires additional contract terms, please include them in this section. To reiterate it's the RDA's strong desire to not deviate from the contract provided in the attachment and as such the RDA reserves the right to reject any and all of these requested changes.

The mandatory contract terms are as follows:

- Authority to Bind Contractor;
- Duties of Contractor, Rate of Pay, and Term of Contract;
- Compliance with Laws;
- Drug-free Workplace Provision and Certification;
- Governing Laws;
- Non-discrimination clause;
- Condition of Payment;
- Penalties/Interest/Attorney's Fees; and
- Non-collusion and Acceptance.

Any or all portions of this RFP and any or all portions of the Respondent's response may be incorporated as part of the final contract.

### 2.3.6 *References*

The Respondent must include a list of at least three (3) clients for whom the Respondent has provided services that are the same or similar to those services requested in this RFP. In addition, the Respondent should provide all certifications that proposed project team members hold in any of the third-party tools listed within the Technical Proposal. Information provided should include the name, address, and telephone number of the contractor and the name, title, and phone/fax numbers of a person who may be contacted for further information.

### 2.3.7 *Authorizing Document*

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

### 2.3.8 *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. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all state statutes and will be subject to the provisions thereof. For each portion of the proposed services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the RDA's evaluation. The Respondent must furnish information to the RDA as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the RDA. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate RDA officials, and such relationships must meet the approval of the RDA.

The Respondent must list any subcontractor's name, address and the state in which the subcontractor was formed that are proposed to be used in providing the required services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The

Respondent must indicate which, if any, subcontractors qualify as a Minority or Women Owned Businesses under through certification through the State of Indiana's Department of Administration or through the RDA's self-certification process as described in Attachment A.

### *2.3.9 General Information*

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

### *2.3.10 Experience Serving Governmental Entities*

Each Respondent is asked to provide a brief description of your company's experience in serving governmental entities.

### *2.3.11 Experience Serving Similar Clients*

Each Respondent is asked to describe your company's experience in serving clients of a similar size to the RDA that also had a similar scope. Please provide specific clients and detailed examples.

## **2.4 Cost Proposal**

Prospective Respondents must submit proposals organized by Scope of Work Sections as outlined in Attachment C- Scope of Work. Pricing should be based on the total cost to complete all Scope of Work Sections. Additionally, Respondent may provide alternate pricing should it opt to include an enhanced bid in addition to its Proposal. The Technical Proposal must also include a comprehensive staffing plan describing the types, qualifications, and numbers of staff that will be used to deliver the requested services. The staffing plan must also clearly identify the staff assigned to each task.

Every point made in each section must be addressed in the order given. The same outline numbers from Attachment C must be used in the response. RFP language should not be repeated within the response. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material. The referenced document must be included as an appendix to the technical proposal with referenced sections clearly marked. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the RDA.

## **2.5 Cost Proposal Template**

For the purposes of this RFP, please use the provided Cost Proposal Template. The Cost Proposal Template is located in the supplemental attachments. Your response should include a completed Cost Proposal Template.

Respondent may respond to one or both components of this RFP. Respondent should provide pricing based on the award of each individual study as well as a combined price should Respondent be considered for both awards.

## **2.6 Enhanced Proposal Opportunity**

All Respondents must respond to this RFP with a Proposal based on the criteria set forth in the Attachment C- Scope of Work. However, the RDA is open to Enhanced Proposals in which Respondents offer alternative methodologies to study the trauma center and academic medical center needs in Northwestern Indiana. Respondent must provide a detailed response in which it explains its Enhanced Proposal. If a Respondent chooses to submit an Enhanced Proposal in addition to its base proposal, it can price that in the Enhanced Proposal pricing section in Attachment D- Cost Proposal.

## **SECTION THREE**

### **Proposal Evaluation**

#### **3.1 Proposal Evaluation Procedure**

The RDA has selected 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 Section 3.2. The RDA will, in the exercise of its sole discretion, determine which proposals offer the best means of servicing the interests of the RDA and meeting the requirements of Senate Enrolled Act 585 (2013). 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 technical proposals are close to equal, greater weight may be given to price.
- 3.1.4* Based on the results of this evaluation, the qualifying proposal(s) determined to be the most advantageous to the RDA, taking into account all of the evaluation factors, may be selected by the RDA for further action, such as contract negotiations. If, however, the RDA decides that no proposal is sufficiently advantageous to the RDA, the RDA 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, the RDA 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 equal 100). Negative points may be assigned in the cost score. 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:**

<b>Criteria</b>	<b>Points</b>
1. Adherence to Mandatory Requirements	Pass/Fail
2. Management Assessment/Quality (Business and Technical Proposal)	45
3. Cost (Cost Proposal)	35
4. Minority (15) and Women Business (5) Subcontractor Commitment	20
<b>Total</b>	<b>100</b>

All proposals will be evaluated using the following approach.

*Step One*

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

*Step Two*

The proposals that meet the Mandatory Requirements will then be scored based on the remaining criteria. This scoring will have a maximum possible score of one hundred (100) points. 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 presentation, clarifications, demonstrations, etc. focused on cost and other proposal elements. Step 2 may include a second “short list”.

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

The section below describes the different evaluation criteria.

*3.2.1 Adherence to Requirements- Pass/Fail*

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

The following two (2) categories cannot exceed 80 points.

3.2.2 *Management Assessment/Quality- 45 points*

3.2.3 *Cost- 35 points*

3.2.3.1 In conjunction with review and evaluation of proposals, Cost Proposals will be reviewed and evaluated. The Cost Proposals will be evaluated for adherence to the mandatory form and content requirements, and to ensure that all required forms are provided and signed by a representative of the Respondent's organization with the authority to bind the firm. If a Cost Proposal does not meet all of the mandatory form and content requirements, it may be rejected as non-responsive to the RFP.

3.2.3.2 If a Cost Proposal does not meet all of the mandatory form and content requirements, it may be rejected as non-responsive to the RFP.

Cost scores will then be normalized to one another, based on the lowest cost proposal evaluated. The lowest cost proposal receives a total of 35 points. The normalization formula is as follows:

$$\text{Respondent's Cost Score} = (\text{Lowest Cost Proposal} / \text{Total Cost of Respondent's Proposal}) \times 35$$

3.2.4 *Minority (15 points) & Women's Business (5 points) Subcontractor Commitment)- (20 points)*

The following formula will be used to determine points to be awarded based on the MBE and WBE goals listed in Section 1.16 of this RFP. Scoring is conducted based on an assigned point scale. Points are assigned for respective MBE participation and WBE participation based upon the BAFO meeting or exceeding the established goals.

**The RDA's Board of Directors or its designee will, in the exercise of its sole discretion, determine which proposal offers the best means of servicing the interests of the RDA and meeting the requirements of Senate Enrolled Act 585 (2013). The exercise of this discretion will be final.**

**Attachment (A)**

**MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR  
COMMITMENT FORM**

In accordance with IC 36-7.5-2-8, the Respondent is expected to submit with its proposal a MBE/WBE plan. The Form must show that there are MBE/WBE subcontractors participating in the proposed contract. These contractors must be listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at <http://www.in.gov/idoa/2352.htm> or must be self-certified based on the process outlined on the RDA website at [http://www.in.gov/rda/files/Self\\_Certification\\_1\\_5\\_2010.pdf](http://www.in.gov/rda/files/Self_Certification_1_5_2010.pdf).

Failure to meet these goals will affect the evaluation of your Proposal. The RDA reserves the right to verify all information included on the MBE/WBE Subcontractor Commitment Form.

**Prime Contractors must ensure that the proposed subcontractors meet the following criteria:**

- Must be listed on the State of Indiana Department of Administration Directory of Certified Firms or must be Self-Certified based on the process outlined on the RDA website
- Each firm may only serve as once classification – MBE or WBE

**MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR LETTER OF  
COMMITMENT**

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the proposal. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. The RDA reserves the right to deny evaluation points if the letter(s) is not attached. The RDA will deny evaluation points if the letter(s) is attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount and the anticipated period that the Subcontractor will perform work for this solicitation.

## Attachment (B)

### PROFESSIONAL SERVICES CONTRACT

This Contract ("this Contract"), entered into by and between the NORTHWEST INDIANA REGIONAL DEVELOPMENT AUTHORITY (the "RDA") and <<INSERT CONTRACTOR LEGAL NAME>> (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1. Duties of Contractor.** The Contractor shall provide the following services relative to this contract:

<<INSERT CONTRACTOR DUTIES>>

**2. Consideration.** The Contractor shall be compensated for services performed under this contract as follows:

<<INSERT CONTRACTOR FEES>>

**3. Term.** This Contract shall be effective for a period <<INSERT TERM OF SERVICE>>. The duration of this contract shall be subject to the termination provisions contained herein.

**4. Assignment; Successors.** The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the RDA's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the RDA, provided that the Contractor gives written notice (including evidence of such assignment) to the RDA thirty (30) days in advance of any payment so assigned. The Assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

**5. Authority to Bind Contractor.** The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and certifies that this Contract is not subject to further acceptance by the Contractor when accepted by the RDA.

**6. Audits and Maintenance of Records.** Contractor shall submit to an audit of funds paid through this Contract, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Contract and for a period of three (3) years after final payment of contract funds, for inspection by the RDA or its authorized designee. Copies shall be furnished to the RDA at no cost.

**7. Changes in Work.** The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the RDA. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

## 8. Compliance with Laws.

A. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State of Indiana, as set forth in Indiana Code § 4-206 *et. seq.*, IC §4-2-7, *et. seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Contractor or its agents violate any applicable ethical standards, the RDA may, in its sole discretion, terminate this Agreement immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under Indiana Code §§ 4-2-6-12 and 4-2-7.

B. The Contractor warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State pending, and agrees that it will immediately notify the RDA of any such actions. During the term of such actions, Contractor agrees that the RDA may delay, withhold, or deny work under any supplement, amendment or contractual device issued pursuant to this Agreement.

C. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the RDA. Failure to do so is a material breach and grounds for immediate termination of this Agreement and denial of further payment by the RDA.

D. The Contractor hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

E. As required by IC 5-22-3-7:

(1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of this Agreement, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of this Agreement, even if IC 24-4.7 is preempted by federal law.

F. Contract shall conform to the “Contractor Principles of Conduct” as adopted by the RDA subsequent to this agreement.

**9. Condition of Payment.** All services provided by the Contractor under this Contract must be performed to the RDA’s reasonable satisfaction, as determined by the discretion of the undersigned RDA representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The RDA shall not be required to pay for work found to be unsatisfactory, inconsistent with

this Contract or performed in violation of and federal, state or local statute, ordinance, rule or regulation.

**10. Confidentiality of RDA Information.** The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the RDA.

**11. Conflict of Interest.**

A. As used in this section:

“Immediate family” means the spouse and the unemancipated children of an individual.

“Interested party” means:

1. The individual executing this Contract;
2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

“Commission” means the State Ethics Commission.

B. The RDA may cancel this Contract without recourse by Contractor if any interested party is an employee of the RDA or the State of Indiana.

C. The RDA will not exercise its right of cancellation under Section B above if the Contractor gives the RDA an opinion by the Commission indicating that the existence of this contract and the employment by the RDA or the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of RDA or State employees. The RDA may take action, including cancellation of this Contract consistent with an opinion of the Commission obtained under this section.

D. Contractor has an affirmative obligation under this Contract to disclose to the RDA when an interested party is or becomes an employee of the RDA or the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.

**12. Drug-Free Workplace Certification.**

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Contractor will give written notice to the RDA within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of Contract and/or debarment of Contract opportunities with the RDA and the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Contract amount set forth in this Agreement is in excess of \$25,000.00, Contractor hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations of the following Certification:

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying the RDA in writing within ten (10) days after receiving notice from an employee under subdivision (C) (2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C) (2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

### **13. Debarment and Suspension.**

- A. The Contractor certifies by entering into this Contract that 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 this Contract by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.
- B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the RDA if any subcontractor becomes debarred or suspended, and shall, at the RDA's request, take all steps required by the RDA to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

**14. Default by RDA.** If the RDA, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination.

**15. Disputes.**

A. Should any disputes arise with respect to this Contract, the Contractor and the RDA agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the RDA or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply.

1. The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the RDA within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within then (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

2. The RDA may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the RDA to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

**16. Employment Option.** If the RDA determines that it would be in the RDA's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the RDA or the employee.

**17. Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

**18. Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

**19. Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

**20. Licensing Standards.** The Contractor and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The RDA shall not be required to pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, or if disciplinary action is taken against the applicable licensure, certification or accreditation, the Contractor shall notify the RDA immediately and the RDA, at its option, may immediately terminate this Contract.

**21. Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

**22. Notice to Parties.** Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the RDA shall be sent to:

Mr. Bill Hanna, President and CEO  
Northwest Indiana Regional Development Authority  
9800 Connecticut Drive  
Crown Point, Indiana 46307

B. Notices to the Contractor shall be sent to:

<<INSERT CONTRACTOR CONTACT PERSON NAME AND ADDRESS>>

**23. Nondiscrimination.** Pursuant to I.C. 22-9-1-10 and the Civil Rights Act of 1964, Contractor and its Sub-contractors shall not discriminate against any employee or applicant for employment in the performance of this Agreement. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this Agreement also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability, sexual preference, or status as a veteran.

**24. Order of Precedence.** Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) This Agreement, (2) Attachments prepared by the RDA, (3) Attachments prepared by Contractor, (4) Invitation to Apply for Contract, and (5) the Contract Application.

**25. Penalties/Interest/Attorney's Fees.** The RDA will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in party, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from the RDA's failure to make prompt payment shall be based solely on the amount of funding originating from the RDA and shall not be based on funding from federal or other sources.

**26. Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

**27. Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

**28. Termination for Default.**

A. With the provision of thirty (30) days notice to the Contractor, the RDA may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the RDA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the RDA considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the RDA for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The RDA shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the RDA shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The RDA may withhold from these amounts any sum the RDA determines to be necessary to protect the RDA against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the RDA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

**29. Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right.

**30. Work Standards.** The contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the RDA becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the RDA may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

**31. Compliance with MBE/WBE and Indiana Business Goals.** The contractor shall comply with the participation goals for minority business enterprises/women's business enterprises and Indiana businesses as contained in IC 36-7.5-2-8(b). The contractor shall adhere to RDA adopted policies, procedures and guidelines for implementation of these participation goals.

**32. Non-Collusion and Acceptance.** The undersigned attests, subject to the penalties of perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor, that the undersigned has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that the undersigned has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

**33. E-Verify Utilization.** The Contractor confirms compliance with IC 22-5-1.7-3 and in so doing verifies enrollment in the federal E-Verify Program establishing eligibility status of all newly hired employees. Attached hereto and made a part of this contract as Appendix A, the Contractor has executed the Employment Eligibility Verification statement required by IC 22-5-1.7-3.

**34. Certification in No Investment in Iran.** As required by IC 5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as imposition of a civil penalty. Attached hereto and made a part of this contract as Appendix B, the Contractor has executed the Employment Eligibility Verification statement required by IC 5-22-16.5.

**THIS CONTRACT having been approved by each of the parties and memorialized by the signatures contained hereon.**

**<<INSERT CONTRACTOR LEGAL NAME>>**

**NORTHWEST INDIANA REGIONAL  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

Approvals: \_\_\_\_\_

RDA Legal Counsel

\_\_\_\_\_  
RDA President and CEO

**APPROVED AS TO FORM AND LEGALITY**

Indiana Attorney General

By: \_\_\_\_\_

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

**APPENDIX A  
EMPLOYMENT ELIGIBILITY VERIFICATION**

Contractor affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

Contractor shall enroll in and verify the work eligibility status of all its newly hired employees through the Federal E-Verify program as defined in IC 22-5-1.7-3. Contractor is not required to participate should the Federal E-Verify program cease to exist. Contractor shall not knowingly employ or contract with an unauthorized alien. Contractor shall not retain an employee or contract with a person that Contractor subsequently learns is an unauthorized alien.

Contractor shall require its subcontractors, who perform work under this contract, to certify to RDA that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the Federal E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of this agreement with the RDA and during the term of any subsequent contract with a subcontractor performing work under this agreement.

The RDA may terminate for default if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the RDA.

**Contractor**

**Northwest Indiana Regional  
Development Authority**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

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

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

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

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

**APPENDIX B  
CERTIFICATION IN NO INVESTMENT IN IRAN**

As required by IC 5-22-16.5, the Contractor certified that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as imposition of a civil penalty.

**Contractor**

**Northwest Indiana Regional  
Development Authority**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

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

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

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

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

## **Attachment (C)**

### **SCOPE OF WORK**

#### **1.0 Overview**

The purpose of this RFP is to seek one or more Contractor(s) to prepare two (2) feasibility studies regarding the need for a trauma center in Northwest Indiana and regarding the study of an academic medical center in Northwest Indiana. In accordance with Indiana statute, specifically IC 36-7.5-5, the Northwest Indiana Regional Development Authority (the “RDA”), must investigate and study 1) whether the statistical profile of injuries annually sustained by the population of Northwestern Indiana justifies the placement of one (1) or more trauma centers in Northwestern Indiana and, if so, what the appropriate levels of the trauma centers should be to care for those injuries, in terms of the trauma center rating system of the American College of Surgeons and 2) the feasibility of developing an academic medical center in Northwestern Indiana.

The following Scope of Work (SOW) provides an overview of the feasibility studies required by this RFP.

#### ***About the RDA***

The RDA is a quasi-state agency formed in January 2006. The organization is comprised of seven Board members, representing Lake and Porter Counties in Northwest Indiana.

#### **2.0 Trauma Feasibility Study**

The RDA seeks to retain qualified Respondents to prepare a market and feasibility study that analyzes the efficacy of the placement of one or more trauma centers in Northwestern Indiana. Specifically, selected Respondent(s) would be required: (a) To research the current statistical profile of injuries annually sustained by the population of Northwestern Indiana; and (b) to analyze whether the current trauma care delivery system provides adequate and appropriate coverage. The feasibility study must include the following information:

1. Identify the number and distribution of trauma centers in and around Northwestern Indiana;
2. Identify volumes of patients at trauma centers and non-trauma centers for the past three years;
3. Develop a comprehensive map of the existing trauma centers in and around Northwestern Indiana that provides for a graphical representation of the areas served by medical ground and medical air transport;
4. Analyze whether the current distribution of trauma centers provides for medically appropriate ground and air travel times (based on levels and severity of trauma cases);
5. Identify the number and distribution of Northwestern Indiana residents who have been treated in Indiana trauma centers in the past three years;

6. Identify the number and distribution of Northwestern Indiana residents who have been treated by out-of-state trauma centers in the past three years;
7. Analyze whether the State of Indiana or health insurance companies are providing payments for Northwestern Indiana residents who secure health care services in Illinois and, if so, analyze the additional costs incurred by the State and insurance companies.
8. Collect available data for the volume and severity of trauma cases originating in Northwestern Indiana for the past three years;
9. Establish criteria and define the methodology for determining the number and levels of trauma centers needed to serve the population of Northwestern Indiana;
10. Project future demand for trauma services in Northwestern Indiana;
11. Identify the current inventory of health care resources in and around Northwestern Indiana (e.g., trauma surgeons, neurosurgeons, nurses, and other practitioners that support trauma centers) and provide comparative analysis as to the sufficiency of resources;
12. Provide commentary on and make recommendations on how best to improve trauma care in Northwestern Indiana;
13. Analyze impacts of above recommendations on existing Northwestern Indiana hospitals;
14. If a new trauma center is recommended, provide commentary on and make recommendations on appropriate mix of revenue sources to support a new center including, but not limited to, both capital expenditures and operations;
15. Identify additional funding sources available for a trauma care in Northwestern Indiana including, but not limited to, local, state, and federal sources; and
16. Analyze the impact of the Affordable Care Act on current and future trauma care in Northwestern Indiana.

### **3.0 Academic Medical Center Feasibility Study**

The RDA seeks to retain qualified Respondents to prepare a market and feasibility study that analyzes the efficacy of the development of an academic medical center in Northwestern Indiana. The feasibility study must include the following information:

1. Prepare a general inventory of health care services that are available within the geographic boundaries of northwestern Indiana;
2. Analyze whether the health care needs of the population of Northwestern Indiana are adequately covered by the current health care delivery system and, if coverage gaps exist, analyze where current residents go to fulfill such health care needs;
3. Analyze the ability of existing Northwestern Indiana hospitals to integrate, both operationally and administratively, with Indiana University School of Medicine;
4. Conduct a cost-benefit analysis on the establishment of an academic medical center in Northwestern Indiana;

5. Conduct a cost-effectiveness analysis on the establishment of an academic medical center in Northwestern Indiana;
6. Provide commentary on and make recommendations on the most sustainable way to provide medical education, conduct academic medical research, and care for the sick given the current inventory of health care resources in and around Northwestern Indiana (e.g., surgeons, doctors, pharmacists, nurses, and other practitioners that participate in the health care delivery system);
7. Provide commentary on whether an academic medical center in Northwestern Indiana will alleviate any access disparities that current exist; and
8. Provide commentary on the federal and state budgetary pressures and their impact on the potential location of an academic medical center in Northwestern Indiana.

**Attachment (D)**

**COST PROPOSAL TEMPLATE**

<b><i>Project</i></b>	<b><i>Total Cost</i></b>
<i>Trauma Feasibility Study</i>	
<i>Academic Medical Center Feasibility Study</i>	
<i>Incentive Pricing if Awarded Both Studies</i>	
<i>Enhanced Proposal- Trauma Feasibility Study</i>	
<i>Enhanced Proposal- Academic Medical Center Feasibility Study</i>	
<i>Incentive Pricing if Awarded Both Studies under Enhanced Proposal Submissions</i>	

INDS01 1412639v2

**Attachment G – Intent to Respond Form**

*While this form is not a mandatory requirement, your timely filing is appreciated.*

**RDA  
RFP 01-13  
Feasibility Studies**

Return this form by e-mail to Sherri Ziller at [SZiller@rda.IN.gov](mailto:SZiller@rda.IN.gov) no later than **3:00 p.m. Eastern Time on September 30, 2013.**

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

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Telephone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Mark **one** of the following:

\_\_\_\_\_ We **do** plan to respond to this RFP with a proposal

\_\_\_\_\_ We **do not** plan to respond to this RFP

Reason if no: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Directions

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## **PURDUE TECHNOLOGY CENTER**

9800 CONNECTICUT DRIVE  
CROWN POINT, IN 46307

### **RDA Contact Information:**

(219) 644-3500 (Phone)  
(219) 644-3502 (Fax)

### **Traveling to the Purdue Technology Center of Northwest Indiana**

The Center is located east of Broadway between 93rd and 101st Streets in Merrillville, Indiana, although the center is located within the Merrillville town boundaries, the official mailing address is Crown Point.

*"Local time" to the Center is Central Standard Time (CST) which is identical to Chicago.*

### **DIRECTIONS FROM CHICAGO (APPROX. TRAVEL TIME: 45 MINUTES)**

1. Take I-65 to U.S. 30 W toward Schererville/Merrillville
2. Follow U.S. 30 to Broadway (IN-53) South
3. Travel 2.2 miles on Broadway
4. Turn left onto E. 98th Ave.
5. Drive past the lake and turn right onto Connecticut Dr.
6. Immediately turn right into the parking lot of the center's south side

### **DIRECTIONS FROM INDIANAPOLIS (APPROX. TRAVEL TIME: 2 HOURS 15 MINUTES)**

1. Take I-65 north toward Chicago.
2. Stay on I-65 for approximately 133 miles.
3. Exit at US-231/Exit #247 – turn left (west) toward Crown Point
4. Turn right (north) onto Broadway [IN-53]
5. Travel 2.6 miles on Broadway
6. Turn right onto E. 98th Ave.
7. Drive past the lake and turn right onto Connecticut Dr.
8. Immediately turn right into the parking lot of the center's south side.