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**THE PRESENCE OF THIS DOCUMENT ON
RESOURCE SHARING SITES OF EDUCATIONAL
ASSOCIATIONS DOES NOT CONSTITUTE AN
INDIANA UNIVERSITY SOLICITATION FOR
CONTACT BY VENDORS WITH PRODUCTS
SATISFYING THE STATED CRITERIA.**



INDIANA UNIVERSITY

PURCHASING DEPARTMENT

Request for Proposal

For

Event Notification System

Final Response due no later than

5PM (Eastern Time) on June 11, 2007

Issued by:

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Issued: May 11, 2007

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A. Purpose

Indiana University (IU) is requesting proposals from companies who can fulfill a need for an Emergency Notification System with the capability to send notifications to targeted contacts, via various methods, as specified herein. The intent of this Request for Proposal (RFP) and the ensuing process is to provide companies with the information, requirements, and specifications necessary for the preparation of a professional and comprehensive proposal. Specific terms and conditions are outlined.

B. Background

Indiana University has eight campuses: the original campus in Bloomington (IUB) with an enrollment of approximately 37,000; an urban campus in Indianapolis (IUPUI) with an enrollment of approximately 27,000, which also includes the IU Medical Center; and six regional campuses in the Indiana cities of Gary, South Bend, Fort Wayne, Kokomo, Richmond, and New Albany. There are small learning centers in Columbus, Elkhart, New Castle, Connersville, and a nature camp at Bradford Woods (north of

Martinsville, Indiana). A campus Chancellor directs each of the eight campuses. For more general information on Indiana University and its campuses, see: <http://www.indiana.edu/>.

IU has more 98,000 students and 17,000 employees on all eight campuses. Most students on campuses other than Bloomington are commuter students.

IUB campus has 12,500 students in campus residence halls, and another approximately 5,000 students living in Greek housing; IUPUI has approximately 500 on campus residents. Additional statistics and information about Indiana University can be found at <http://www.iu.edu/about/>.

C. **Population Specifics**

For the purpose of this project and selected product, the current Indiana University contact list could approach 200,000. This would account for current students, faculty, staff, affiliates, parents and others who could potentially subscribe to certain broadcasts. If other target groups (Alumni, for example) are added, the population of contacts could reach near 750,000.

Indiana University maintains on the order of 170,000 email mailboxes (in Microsoft Exchange and in Cyrus/IMAP).

D. **Scope**

The key objective of this solicitation process is for IU to obtain proposals for an appropriate service solution robust enough to support the size and organizational structure of a large multi-campus university, while also obtaining the highest level of on-going support and service. The proposed solution will need to allow for broadcasts to be sent to the entirety of the University community or to variable sized groups of contacts, while satisfying a variety of functional and timing requirements from standard/periodic to urgent/immediate. Many broadcasts may need to be in progress simultaneously.

Product offerings will be evaluated based on how closely they match University needs, as well as by pricing. In order to best evaluate offered services, responses to questions in the following sections must include detailed descriptions of how the offered product behaves or operates related to that particular aspect.

We do not have preconceived notions of the technical and operational implementation that will constitute the final solution; indeed, we are open to suggestions for innovative approaches and solutions; we are also open to suggestions for joint development or other partnerships, leading to the production of a product that meets the entirety of our requirements. However, our situation is such that we also do not have the luxury of a protracted development period, and that must be considered.

E. Calendar of Events

Request for proposal (RFP) Released	May 11, 2007
Responses due on or before 5:00pm	June 11, 2007
Vendors <i>may</i> be asked to present solution	June 11 – June 30, 2007
Selection of vendor on or about	June 30, 2007
Implementation of initial services, on or about	July 15, 2007

F. Indiana University Telecommunications Environment

F.1. University System:

F.1.1 Interactive Intelligence Conference Bridge system supporting 94 ports

F.1.2 Interactive Intelligence Community Unified Messaging Service with 15,000+ active ports

F.2. Bloomington Campus:

F.2.1 Nortel CS-2100 PBX with 20,000+ active voice ports (TDM and VoIP), 426 voice channels, configured for both inbound and out bound. Number of calls each direction is limited to 300.

F.2.2 Legacy voicemail system – Centagram 7.0 -- is still in operation as of the date of this RFP, but may not be at the time responses to this RFP are being evaluated.

F.3. IUPUI - Indianapolis Campus:

F.3.1 Nortel SL-100 PBX with 14,000+ active voice ports (TDM and VoIP), 520 voice channels configured for inbound and outbound. Number of inbound is limited to 340, and the number of outbound is limited to 300.

F.3.2 Legacy voicemail system – Centagram 7.0 -- is still in operation as of the date of this RFP, but may not be at the time responses to this RFP are being evaluated.

F.4. IU East

F.4.1 Meridian 1 Option 61C PBX enterprise switch supporting 600 telephones (TDM and VOIP). The PBX is running Succession 3.0. Connected to the PBX is one T1 from Qwest for long distance and SUVON calling and one PRI for local outbound and inbound calls.

F.4.2 Nortel Survivable Remote Gateway (SRG) located in Connersville provides VOIP telephone lines at IU-East's remote campus in Connersville. The SRG is connected back to the Meridian 1 in Richmond via two T1's. VOIP extensions at the Connersville receive dial tone from the Meridian 1 and calls placed to anywhere outside of the local Connersville calling area go out the PSTN via the Richmond

PBX. Local Connersville calls are routed out via Verizon analog trunk lines connected to the SRG.

- F.4.3 Mitel Legacy Voice Mail is the current (Centigram) voicemail system providing voicemail services for the campus.

F.5. IU Southeast

- F.5.1 Nortel Meridian 1 Option 61C PBX enterprise switch supporting 1000 telephones (TDM and VOIP). The PBX is running Succession 3.0. Connected to the PBX is one T1 from Qwest for long distance and SUVON calling and one PRI for local outbound and inbound calls.
- F.5.2 Mitel Legacy Voice Mail is the current (Centigram) voicemail system providing voicemail services for the campus.

F.6. IU Kokomo

- F.6.1 Nortel Meridian 1 Option 61C PBX enterprise switch supporting 400 TDM lines. The current software on this switch is Release 25.4. Connected to the PBX is one T1 from Qwest for long distance and SUVON calling and one PRI for local outbound and inbound calls.
- F.6.2 Mitel Legacy Voice Mail is the current (Centigram) voicemail system providing voicemail services for the campus.

F.7. IU Northwest

- F.7.1 Lucent/Avaya G3I Version 11 PBX enterprise switch supporting 700 TDM lines. Connected to the PBX is one T1 from Qwest for long distance and SUVON calling and one PRI for local outbound and inbound calls.
- F.7.2 Mitel Legacy Voice Mail is the current (Centigram) voicemail system providing voicemail services for the campus.

F.8. IU South Bend

- F.8.1 Nortel Meridian 1 Option 61C PBX enterprise switch supporting approximately 1000 telephones (TDM and VOIP). The Option 61C is currently on software release 25.3. Connected to the PBX is one T1 from Qwest for long distance and SUVON calling and three PRI's for local outbound and inbound calls.
- F.8.2 Mitel Legacy Voice Mail is the current (Centigram) voicemail system providing voicemail services for the campus.
- F.8.3 Nortel Option 11 PBX providing phone service to the Elkhart center. IP trunking via one T1 is in place between the Option 11 to provide local calling back to the South Bend campus. This connection also provides

the users in Elkhart access to SUVON via the South Bend Meridian 1 PBX.

F.9. IUPU-Columbus

- F.9.1 Nortel Meridian 1 Option 11C PBX small switch supporting 150 TDM lines. The Option 11 is running Succession 4.0. Connected to the PBX is one T1 from AT&T for local and Id inbound and outbound calls.
- F.9.2 Mitel Legacy Voice Mail is the current (Centigram) voicemail system providing voicemail services for the campus.

G. **Indiana University Enterprise Application Environment**

Indiana University deploys, where possible, user-oriented services via a locally-developed web-based portal (“OneStart”).

Supporting those front-line services and back-office functions, primarily, are PeopleSoft for Student Information Systems and Human Resource Management: Student Records, Academic Advising, Admissions, Student Financials, Financial Aid, HR Records Management, Payroll, Benefits, and Academic Records. The IU enterprise database is Oracle.

Indiana University has a decision support/data warehouse service, for which the user interface was written locally (web-based), and, again, the supporting database is Oracle.

Additional detail on the enterprise software and underlying infrastructure can be made available if required to fully respond to this request.

H. **Indiana University Authentication Environment**

Authenticating via Indiana University’s Central Authentication Services (CAS) is a reasonably straightforward process.

Interfacing with CAS is a two-phase process: login and validation. Very generally, the user is redirected to a login page where the CAS server determines if the user has entered their username and password during the current browser session. If the user has not, they must enter a valid username and password combination before they can proceed. If they have, the process proceeds silently. A unique string called a CAS ticket is generated and they are redirected back to the original application, transmitting the CAS ticket. This ends the login phase.

Once the user is redirected back to the original application, the validation phase begins. The application requesting authentication takes the newly-provided CAS ticket and sends a request to CAS to validate the ticket. If it is valid, CAS responds with the appropriate username. CAS tickets may only be validated once, so after identifying the appropriate user, the application needs to track that information.

All of these requests take place through normal web transfers, either by use of redirects or through standard page downloads.

I. **Security and Data Protection**

The following set of statements will be a component of any contract or other instrument that results from evaluation of responses to this RFP:

Firm shall treat all data that it receives from IU, or is otherwise exposed to within IU data systems, with the highest degree of confidentiality and in compliance with all applicable federal and state laws and regulations and University policies. Firm shall employ commercial best practices for ensuring the security of all IU electronic and paper data accessed, used, maintained, or disposed of in the course of Firm's performance under this Agreement. Firm shall only use such data for the purpose of fulfilling its duties under this Agreement and shall not further disclose such data to any third party without the prior written consent of Indiana University or as otherwise required by law.

Without limiting the foregoing, in the course of performing its duties under this Agreement Firm MAY receive, or be exposed to, the following types of data: student education records; financial information as that term is defined in the Financial Modernization Act of 1999; protected health information as that term is defined in the Health Insurance Portability and Accountability Act; and various items of personal identifying information including but not limited to Social Security Numbers, credit card numbers, financial account numbers and corresponding security or access codes and passwords, drivers license numbers, and Indiana state identification card numbers. Firm shall employ sufficient administrative, physical, and technical data security measures to meet the requirements under the specific federal and state laws applicable to those data, including but not limited to:

Student Education Records: The Family Education Rights and Privacy Act (FERPA), 20 USC 1232g et seq., and related regulations at 34 CFR Part 99;

Financial Information including credit card and financial account numbers: The Financial Modernization Act of 1999, 15 USC 1681 et seq.; the Safeguards Rule at 16 CFR Part 314; and Indiana Code 4-1-11 and 24-4-9.

Protected Health Information: The Health Insurance Portability and Accountability Act ("HIPAA"), 42 USC 1320d-2 (note); implementing privacy and security regulations at 45 CFR Parts 160 and 164, and related agency guidance; and the terms of any Business Associate Agreement or LDS agreement between IU and Firm;

Social Security Numbers: Indiana Code 4-1-10, 4-1-11, and 24-4-9.

Immediately upon becoming aware of a breach of the Firm's security that reasonably may have resulted in unauthorized access to IU data, Firm shall notify IU and shall cooperate fully with IU's investigation of and response to the incident. Except as otherwise required by law, Firm shall not provide notice of the incident directly to the persons whose data were involved, without prior written permission from IU.

Firm acknowledges and agrees that University is subject to Indiana's Open Records law, I.C. 5-14-et seq., and that disclosure of some or all of confidential information provided pursuant to this Agreement, or the Agreement itself, may be compelled pursuant to that law. University agrees that, upon receipt of a request for confidential information made pursuant to the Indiana Open Records law, it shall a) promptly notify Firm of the fact and content of the request, b) consult with Firm regarding any legitimate basis on which it might resist or narrow its response to the request, and c) disclose only information that University, in the opinion of its legal counsel, is legally compelled to disclose."

Further, Indiana University has a robust and active technology security Office and program. The information at <http://itpo.iu.edu/policies/bestpractices/> gives a further overview of the laws mentioned above, and also outlines those security implementations considered by Indiana University to be "best practices" for protection of sensitive institutional and personal data.

J. Specifications/Requirements

Please respond to ALL of these questions or statements – how does your product or service ("product" hereafter) operate or behave related to these specific areas of interest?

J.1. Redundancy/Throughput

- J.1.1 Does your product utilize a minimum of TWO completely distinct networks for voice and data communications?
- J.1.2 How are communications through local cell carriers guaranteed, where throughput of a very large number of calls into one geographical area must be processed?
- J.1.3 Indiana University has locations throughout the state of Indiana. How does your product ensure that communication paths are diverse such that broadcasts are not affected by State or regional utility or communications outages?

J.2. Product Components

- J.2.1 Is your service web-based (HTTP or HTTPS) or is the interface delivered through the use of proprietary software?
- J.2.2 Are there specialized components of your product that must be installed on local (to Indiana University) devices – e.g., personal workstations, servers, etc.?
- J.2.3 If there are components that run on proprietary systems (e.g. the IU Nortel phone switch), are the components certified and/or supported by the vendor (e.g., Nortel)?

- J.2.4 If there are components of your product hosted by your company or a third party, where are those components hosted, and are they hosted in industry-standard data center facilities?
- J.3. Does your product afford an industry-standard level of physical and logical security for various aspects of the process, including but not limited to the following? (Note that the Indiana University IT Security Officer or his designate will review and render an opinion as to the adequacy of any/all controls. Constraints to be considered are outlined above, "Security and Data Protection.")
- J.3.1 Initial and periodic data transmission/load.
- J.3.2 Provision of unique individual credentials, supporting strong passwords, for support staff, administrators, and end-contacts.
- J.3.3 Desktop client communications to and from the service web server.
- J.3.4 Communications between the service web server, application server, and database server (as is appropriate to the infrastructure).
- J.3.5 Stored data associated with the University's use and configuration of the service.
- J.4. Does your product allow for inclusion of an adequate number (~10) of contact methods for each contract entry?
- J.5. Is your product robust enough to support the number of contacts required to periodically reach the entire current University population, via various concurrent methods simultaneously, with allowance for reasonable growth?
- J.6. Does your product allow for delivery ("broadcast") of any length pre-recorded or ad-hoc message to variety of broadcast mediums, including but not limited to:
- J.6.1 Voice call to landline phones
- J.6.2 Voice call to cellular phones
- J.6.3 Recognition of voicemail and ability to leave a message
- J.6.4 Email
- J.6.5 Recognition of pagers and ability to leave a message
- J.6.6 Facsimile
- J.6.7 Text messaging.
- J.6.8 Internet instant messaging (IM)

- J.6.9 Short Message Service (SMS)
 - J.6.10 2-way radio
 - J.6.11 GIS-based (broadcast to contacts in a geographical location)
 - J.6.12 Others?
- J.7. Does your product allow for the initiation of broadcasts via various methods, such as direct web-page access, email, or phone?
- J.8. Can your product broadcast to multiple contact methods for each contact, simultaneously?
- J.9. Does your product allow for automatic call back if a contact phone number is busy?
- J.10. Does your product provide for a variety of default message templates?
- J.11. Can your product execute multiple notification requests simultaneously, initiated in the same session?
- J.12. Does your product allow for responses from recipients? Does it allow for these particular cases:
- J.12.1 Varying responses dependent on the goals of a particular broadcast.
 - J.12.2 A threshold of responses, after which the broadcast may be terminated.
 - J.12.3 Communications to single or multiple recipients, using multiple methods, based on a pre-determined schedule.
 - J.12.4 Notification and then joining multiple contacts into a joint voice conference.
 - J.12.5 Accommodation of several conference calls for different groups of contacts at one time.
- J.13. Can your product start broadcasts to specific contacts or sets of contacts given input from standard alarm systems (such as building, environmental, etc.)?
- J.14. Does your product allow for the storage of broadcasts to be initiated at a trigger date/time?
- J.15. Does your product have accurate and clear text-to-speech capabilities?
- J.16. Administrator roles and capabilities:

- J.16.1 Does your service allow for the creation of at least one, preferable multiple, “global administrators?”
 - J.16.1.1. Can Global Administrators initiate broadcasts to any defined group of contacts (including ALL)?
 - J.16.1.2. Does your product allow Global Administrators to effect changes to any aspect of the University’s domain in the service, such as global contact database, broadcast schedule, broadcasts, configuration settings, etc.?
 - J.16.1.3. Does your product allow Global Administrators to prioritize broadcasts across the entire spectrum of broadcasts attributed to the University?
- J.16.2 Does your product allow for the definition of sub-Administrator roles?
 - J.16.2.1. Does your product allow for segmenting the contacts in groups associated with each Administrator, based on definitions by the Global Administrator, or by comparison with criteria in the University-provided data (creating an “authorization domain”)?
 - J.16.2.2. Does your product allow Administrators to effect changes within the scope of their authorization domain, such as edits to contact database, broadcast schedules, broadcasts, configuration settings, etc.?
 - J.16.2.3. Does your product allow an Administrator to prioritize broadcasts within their own authorization domain?
 - J.16.2.4. Does your product allow an Administrator to change or update stored messages prior to a broadcast, and also provide the ability to change messages during a broadcast and have that change reflected to the remaining contacts in the targeted contact list of that broadcast?
 - J.16.2.5. Does your product allow Administrators to pause or cancel a broadcast in progress?
- J.17. Does your product allow Administrators the option of defining “contact changeable” (i.e., self-service) attributes? That is, allowing a contact the ability to add and maintain alternate contact information not loaded from University-provided data?
- J.18. Does your product allow for segmenting the contact database:
 - J.18.1 Using criteria compared with contents of attributes in the University-provided data?

J.18.2 Subsequently associating defined groups of contacts with individual Administrators?

J.19. Does your product have the ability to securely accept:

J.19.1 Data feeds (both encrypted and in plain text) from University authoritative databases? See information above about Indiana University's enterprise applications environment.)

J.19.2 Ad hoc changes by Administrators in their assigned domain?

J.19.3 Ad hoc changes by contacts to their own contact entries?

J.20. Is your product written such that it can interface with Indiana University's central authentication service? (See information about Indiana University's authentication environment above.)

J.21. Reporting:

J.21.1 Does your product allow for ad-hoc and standard reports related to completed broadcast delivery and performance, including data items such as identifier information of the targeted contacts, time, date, response, number of attempts made, and status codes (line busy, message delivered, etc.), and performance information such as total broadcast start, finish, and elapsed time?

J.21.2 Does your service allow for access to broadcast status and statistics via multiple means, including via web-page (standard and mobile delivered), telephone, email, etc.?

J.22. Does your product allow for the monitoring of broadcast progress in real-time, including point-in-time successful and unsuccessful notifications, responses, etc.?

J.23. Does your product provide a means of measuring usage such that costs (to-be-set by the university) for broadcasts can be allocated to appropriate Administrators?

J.24. Does your product deliver assistance to University service support staff, administrators, and end-contacts (in accordance with their specific roles/needs) in a variety of ways, including email, phone, and online chat support?

J.25. Do you provide training appropriate to University technical support staff, Administrators, and to end-contacts as might be appropriate?

K. Vendor Information

K.1. Vendor shall provide information pertaining to the company's financial standings. Documents should include but not be limited to Dunn & Bradstreet reports (or similar report)

- K.2. Vendor shall provide a brief overview of the company's history, products, services, and customer demographics.
- K.3. If any of the service components are developed or manufactured or affiliated with a third-party vendor, please explain the affiliation.
- K.4. Provide number of employees; provide the composition in specific functional areas. Specify the percent of resources dedicated specifically to the notification service.
- K.5. Do you conduct customer satisfaction surveys? If so, provide access to results.

L. Pricing

- L.1. Illustrate all financial elements in this Section so that all costs (one-time, fixed, recurring, ongoing, optional, etc.) for all hardware, software, licensing, hardware maintenance, software maintenance, and shipping are reflected.
- L.2. All costs that the Customer(s) will, or could incur with this transaction shall be provided at the lowest unit cost by line item with corresponding total(s) for any equipment or component provided.
- L.3. Pricing shall be broken out and indicated by line item for each category such as hardware, software, licensing, hardware maintenance, software maintenance, shipping, levels of support, etc. Please use an Excel format for easy cell manipulation during comparative, evaluation, analysis.
- L.4. List all miscellaneous costs or fees that may be incurred with the purchase and installation of this system.
- L.5. List any additional reimbursable costs. Travel expenses must comply with Indiana University Travel Policies.

M. Discounts

- M.1. All discount structures, educational discounts, volume discounts, grants, beta site arrangements, special offers, etc. shall be indicated in this Section.
- M.2. Clearly delineate and reflect by line item and totals, any educational allowances and discounts available for each category such as hardware, software, licensing, hardware maintenance, software maintenance, shipping, support, etc.
- M.3. Clearly delineate thresholds and volumes necessary if discounts are scaled.
- M.4. Prepayment plans with associated discounts or allowed should be considered in your pricing schemes.

N. References

- N.1. Please provide a list of references using the proposed service. We prefer that you include references of other universities and colleges from the educational sector similar in size and configuration.
- N.2. Installation of your product(s) should have occurred within the last 3 years.
- N.3. Provide the organization name, contact name, address, email, phone number, date of installation.

O. Disaster Recovery Plan

- O.1. Vendor must provide/describe disaster recovery plans that relate to the primary service and for functions and processes that, if unavailable for whatever reason, would render the primary service unusable by the University.

P. Project Management

- P.1. Vendor must identify the vendor project manager. Include also:
 - P.1.1 Relevant experience level of that individual
 - P.1.2 Functional responsibility and authority
 - P.1.2 Corporate title
 - P.1.2 Work location
 - P.1.2 Length of service with the vendor organization
- P.2. Vendor must certify that the identified project manager will not be reassigned to other duties for the term of the project with Indiana University, without prior written approval by the University.
- P.3. The University reserves the right to assess and accept the assignment of the vendor's proposed project leader.
- P.4. Describe your methodology for providing these services, how you organize your team and the IU team, and how you ensure you deliver a quality product that meets expectations.
- P.5. Describe how you would break down this project into specific tasks with a timeline and assigned costs.

Q. Form of Proposal

*****Please reply to this RFP with a "No Bid" response if your product cannot provide the contact methods listed in J.6.1 thru J.6.9, or if your product cannot scale to numbers we have provided in this RFP, or if your product cannot be used**

for proactive mass communications and emergency events. This applies unless you want to partner with IU to develop other capabilities in return for high-value considerations, i.e. free product for x years. ***

- Q.1 All questions and inquiries regarding this document should be submitted via email to the Assistant Director of Purchasing, Michelle Dugger, at mldugger@indiana.edu. EXCEPT FOR CASES AUTHORIZED IN WRITING BY MICHELLE DUGGER, DURING THE DURATION OF THIS RFP PROCESS, THROUGH SELECTION AND NOTIFICATION, ANY COMMUNICATION BY PARTICIPANTS WITH INDIANA UNIVERSITY STAFF OTHER THAN MICHELLE DUGGER MAY RESULT IN IMMEDIATE REJECTION OF THAT PARTICIPANT. Questions regarding this RFP should be submitted as they occur. Questions asked after the deadline shown in the schedule in Section E will not be answered.
- Q.2 Using information provided and following all requirements in the various sections of this document, the participant responding must reply to each and every item in this Solicitation.
- Q.3 Responses should be organized in the same sequence as this Solicitation and should respond directly to each specification item, requirement, or question at the level of detail at which each is presented. In addition to point-by-point responses, vendor may include descriptive literature to support specific responses. However, in reviewing the proposals, University personnel will not search through general vendor literature.
- Q.4 The vendor is not required to re-write the statements as they appear in this Solicitation but should reference each response with the Section number.
- Q.5 Where the vendor is requested to supply information, include that information in the body of the response or note that it is comprised of an attachment to your response.
- Q.6 Failure to respond to all items in this Solicitation may result in the participant's disqualification at the discretion of Indiana University.
- Q.7 While responses should address all Solicitation items, it is important to note that we also encourage and will consider any creative ideas for improvements or cost savings related to this transaction that may not be suggested in this document. Functional, technical, and economic solutions beyond the confines of this Solicitation may also be considered.
- Q.8 The responses should address all Solicitation items. However the University reserves the right to consider other ideas and solutions, or only a restricted subset of the configuration discussed in this document.
- Q.9 All optional arrangements should be described and priced separately.

Q.10 Proposals (responses) sent via email attachment are preferred, however CD or paper copies will be accepted. The responses must be received by the due date/time stated in Section E. Fax or Telephone Proposals will not be accepted. Proposals submitted via mail should be addressed as follows:

INDIANA UNIVERSITY
Purchasing Department
Attn: Michelle Dugger
P.O. Box 4040
400 East 7th Street, Poplars Building, Rm 412
Bloomington, IN 47402
Ph 812-855-9454 - Fax 812-855-7839
mldugger@indiana.edu

Q.11 Those responding to this document should advise the Purchasing Department immediately of any ambiguity, inconsistency, or error that they may discover upon examination of this Solicitation. Vendors may request clarification by letter, telephone, facsimile, or e-mail to Michelle Dugger (contact information provided in the Section above).

Q.12 Participants may withdraw their proposals prior to the closing time. Proposals received after the time set for receipt will not be considered. The proposal constitutes an offer by the participant, which shall remain open and irrevocable for a period of 90 days.

Q.13 Participants must document any intent to use another company(ies) or private individual(s) as a subcontractor(s) for any part or the whole of the services offered in response to this RFP. Indiana University reserves the right to approve or reject any subcontracting agent or to reject proposals based on the use of subcontracted work.

R. Requirement for Conducting Business with Indiana University

R.1. Incorporation of Appendices: Terms, conditions, or elements specific to this transaction are also listed in Appendix A, B, and C of this document. These Appendices and their stated provisions are hereby included complete and full in this Solicitation.

R.2. The University will not enter into any contract or affix signature to any document, the terms of which require the University to waive conditions or requirements negotiated via this solicitation process, provided for in this document or by mutual consent. Any document containing a clause or clauses that purport to supersede all other documents included in, or arising from this solicitation process will be rejected.

R.3. If you wish your contractual document(s), in whole or in part, to comprise a portion of the final governing language of any agreement arising from this solicitation process, you should furnish such contractual documents(s) with your response. A legal review of your contractual demands in view of what is

- acceptable to the University as an entity of the State of Indiana shall be part of the criteria in evaluating our offer.
- R.4. Notwithstanding any other provision of this Solicitation, the University expressly reserves the right to waive any irregularities; to reject any or all proposals in whole or in part; to select the proposal that in the sole opinion of the University best meets the University's interests; or reissue a request for proposals. The University also reserves the right to negotiate with potential bidders so that its best interests are served.
- R.5. Proposals will be evaluated on the assumption that the proposed costs/revenues are your most favorable.
- R.6. Your response to this Solicitation constitutes an offer to do business with Indiana University under (at a minimum) the terms, conditions and pricing collectively gathered by this Solicitation process. In the event a contract is awarded, the University, at its option, may incorporate all or parts of your response in that contract. Any or all answers and information contained within your proposal shall become part of the final agreement between you and the University.
- R.7. All proposals or offers must be signed by a duly appointed officer or agent of your company. The name, address, phone and fax number, and email address for the duly authorized agent submitting the proposal must be included.
- R.8. Unless judged a trade-secret, no part of your offer or proposal can be guaranteed proprietary or confidential. As required by the Indiana Open Records law, I.C. 5-14-et seq., submittals may become public information once a contract has been completed.
- R.9. Proposals responding to this Solicitation shall not be tied to any potential or future arrangements.
- R.10. The University will not pay for any information requested herein, nor is it liable for any costs incurred by the participant in responding to this request. All proposals submitted become the property of the University; they will not be returned and may be subject to the Freedom of Information Act.
- R.11. After the RFP closing time, proposals will be opened and reviewed at the convenience of the Assistant Director of Purchasing. There is no public opening.
- R.12. If requested, participants must submit audited financial statements for the past two (2) years (or equivalent data) in order to demonstrate financial capability to provide the required services.
- R.13. Participants may be invited to come to Indiana University to provide a presentation about their submission at their own expense.

- R.14 The University reserves the right to use any and all concepts presented in any reply to obtain the most beneficial and effective path to achieving the desired goals. Selection or rejection of submittals shall not affect this right.
- R.15 By virtue of submittal, the participant is attesting that all requirements, terms, and conditions in Appendix A have been read and understood. Unless the responding participant expressly and specifically provides otherwise in its written proposal, the proposal received in response to this Request for Proposal shall automatically be deemed to include the responding participant's agreement to all terms and conditions of the RFP.

S. University Infrastructure Data

- S.1. In consideration of the Homeland Security Act, a supplier or contractor selected by the University may by necessity become privy to infrastructure information that is proprietary and confidential. A selected supplier or contractor may receive access to protected systems or media containing restricted information provided for the sole purpose of facilitating delivery of the services or product(s) requested in this Solicitation. The preferred supplier/contractor may be permitted to use and/or retain such information by effecting a Facilities Data Security agreement and providing a contractual guarantee that you will afford appropriate measures to secure the information provided to you. Further, you agree to return any such proprietary information at the completion or termination of contract.

Appendix A

STANDARD TERMS AND CONDITIONS FOR CONDUCTING BUSINESS WITH INDIANA UNIVERSITY

1. 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 which are in effect during the period of this Agreement and which in any manner affect the work or its conduct.

2. Agreement Assignment

No right or duty in whole or in part of the Contractor under this Agreement may be assigned or delegated, including by transfer of stock or ownership in Contractor/Supplier, without the prior written consent of the University.

3. Conflict of Interests

Private and non-profit corporations are bound by state statute regarding conflicts of interest by employees in the conduct of state agreements. A completed non-collusion certificate must accompany the signing of this Agreement.

4. Agreement Termination

4.1 Termination without Cause

Either party may terminate this Agreement by giving the other party 60-day written notice of termination. Written notice of termination must be given by certified letter.

4.2 Termination for Cause

Should either party breach any material terms or provisions of this Agreement, the non-breaching party shall promptly serve the breaching party with written notice setting forth the alleged breach. Unless the breaching party, within ten (10) working days of the receipt of the notice, has corrected or has taken reasonable steps toward correcting the alleged breach, the non-breaching party may terminate the Agreement by giving thirty (30) days written notice to the breaching party of its intention to terminate this Agreement. Certified letter must give written notice of termination.

The University may cancel this Agreement for breach, as determined by the University, of any material terms or provisions, including but not limited to insufficient insurance coverage or service unsatisfactory to the University. This may also include any cessation or diminution of service including but not limited to failure to maintain adequate personnel whether arising from labor disputes, or otherwise, any substantial change in ownership or proprietorship of the Contractor which, in the opinion of the University, is not in its best interest. Notice of termination must be given in writing.

5. Notices

Any written notice called for in this Agreement may be given by personal delivery, first class mail, overnight delivery service or facsimile transmission. Notices given by personal delivery will be effective on delivery; by overnight service, on the next business day; by first class mail, five business days after mailing; and by facsimile, when an answer back is received.

6. Non-Discrimination

In connection with the performance of work under this Agreement, the Contractor agrees not to discriminate against any student or employee or applicant for employment because of age, race, religion, color, handicap, sex, sexual orientation, or national origin. This provision shall include, but not be 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. The Contractor agrees to post, in conspicuous places, available for employees and applicants for employment, notices to be provided by the Contractor setting forth the provisions of the State of Indiana non-discrimination clause. If present on the campus, Contractor, including all employees and agents, shall agree to abide by, and comply with, all Indiana University, 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 university's premises, shall comply with and observe all applicable rules and regulations concerning conduct on IU premises, which are imposed upon IU's employees and agents.

7. Excused Performance

If, because of riots, war, public emergency or calamity, fire, flood, earthquake, act of God, government restriction, business operations at the University are interrupted or stopped, the performance of this Agreement, with the exception of money already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of this Agreement may be extended, by mutual written consent, for a period of time equal to the time that such default in performance is excused.

8. Independent Contractor Relationship

It is mutually understood and agreed that an independent contractor relationship is hereby established and that employees of the Contractor are not employees of the University and that employees of the University are not employees of the Contractor.

9. Severability

If any provision of this Agreement or its application to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of its provisions to other parties or circumstances shall not be affected and shall be enforced to the extent permitted by law.

10. No Waiver

The failure of University to insist in any one or more instances upon the performance of any one or more of the provisions of this Agreement or to pursue any rights here under shall not be construed as a waiver of any such provisions or the relinquishment of any such rights.

11. Endorsement

Unless specifically authorized in writing by the University Purchasing Department on a case by case basis, Contractor shall have no right to use, and shall not use, the name of Indiana University, its officials or employees, or the seal or marks of the University in advertising, publicity, or promotion; nor to express or imply any endorsement of Contractor's supplies or services.

12. Force Majeure:

Neither party shall be considered in breach of this agreement for failure to perform if such failure is caused by 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 non-performing party that renders that party's performance impossible.

13. Non-Appropriation of Funds:

In the event funds are not budgeted and appropriated in any fiscal year due under this Agreement for the then-current or succeeding fiscal year, this Agreement shall impose no obligation on the Contractor as to such current or succeeding fiscal year and shall become null and void except as to the Payments herein agreed upon for which funds shall have been appropriated and budgeted, and no right of action or damage shall accrue to the benefit of the University, its successors or assigns, for any further payments.

14. Indemnification:

Contractor/Supplier shall indemnify and save harmless The Trustees of Indiana University, its officers, agents and employees from any and all losses, costs, damages, liability and expenses (including costs of defense, settlement, and reasonable attorney's fees) in connection with claims or suits for damage to property and/or injury to persons, including death, alleged or claimed to have been caused, by or through the performance of the work or operations incidental to the work, by the Contractor/Supplier, its agents or employees, or by its subcontractors of any tier, their agents or employees, whether through negligence or willful act; and Contractor/Supplier shall at request of the University undertake to investigate and defend any and all such claims or suits against the University.

15. Taxes:

Indiana University is a tax exempt organization, both as an instrumentality of the State of Indiana, and as a qualified exempt organization under Section 501(c)(3) of the Internal Revenue Code.

16. Insurance:

Contractor/Supplier shall provide the University with a certificate of insurance with the required kinds of insurance and minimum liabilities as specified below, issued by an Insurance company licensed to do business in the State of Indiana and signed by an authorized agent.

Indiana University retains right of approval of the Insurance Company(ies) indicated, based on company size, amount of exposure ratio and Best's ratings.

Insurance Requirements	
<u>Worker's Compensation</u>	Statutory Coverage
<u>Employer's Liability</u>	\$1,000,000 each accident \$1,000,000 policy limit \$1,000,000 each employee
<u>General Liability (including Contractual)</u>	\$1,000,000 Combined Single Limit OR \$1,000,000 each occurrence of Bodily Injury AND \$1,000,000 each occurrence of Property Damage
<u>Automobile Liability (including owned & non-owned)</u>	\$1,000,000 Combined Single Limit OR \$1,000,000 each person Bodily Injury AND \$1,000,000 each occurrence Bodily Injury AND \$1,000,000 each occurrence Property Damage
<u>Medical Malpractice</u>	Indiana Statutory Coverage
<u>Fire Legal Liability</u> Only required if Consultant occupies IU property	\$1,000,000
<u>University as Additional Insured</u>	The Consultant shall add "The Trustees of Indiana University, its officers, agents and employees" as an additional insured under the commercial general and automobile liability policies only.
Risk Mgt. Review 4/10/03, updated 11/20/03	

These policies shall contain a covenant requiring thirty (30) days written notice by the insurer to University Risk Management, in care of the Purchasing Department before cancellation, reduction or other modifications of coverage. The insurance certificate shall be for the initial Agreement period of one (1) year and shall be extended by the Contractor/Supplier for each subsequent year of the Agreement.

In the event of non-renewal, cancellation or expiration, the Contractor/Supplier shall provide the University evidence of the new source(s) of required insurance within twenty-one (21) calendar days after the University's receipt of the thirty- (30) days notice. Failure to maintain the required insurance in force may be cause for Agreement termination.

These policies shall be primary and non-contributing with any insurance carried by the University and shall contain a severability of interests clause in respect to liability, protecting each named insured as though a separate policy had been issued to each.

In the event that the Contractor/Supplier fails to maintain and keep in force the insurance and worker's compensation as herein provided, the University shall have the right to cancel and terminate the Agreement without notice. The Contractor/Supplier shall advise each insuring agency to automatically renew all policies and coverage in force at the start of and resulting from this Agreement until specified coverage requirements are revised.

The Contractor/Supplier shall bear the full and complete responsibility for all risk of damage or loss to premises, equipment, supplies, or money resulting from any cause whatsoever and shall not penalize the University for any losses incurred related to this Agreement.

APPENDIX B
NON-COLLUSIVE CERTIFICATE

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

1. The content of this Agreement has been arrived at independently without collusion, consultation, communications, or agreement for the purpose of restricting competition as to any matter relating to service or cost with any other Contractor(s) or with any competitor;
2. No attempt has been made or will be made by Contractor to include any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition and;
3. No employee, agent or consultant of Indiana University has received or will receive any payment or any other form of compensation from Contractor as a result of award of a contract or promise of award to Contractor.

Name:

Signature:

Title:

Company Name:

Date:

**APPENDIX C
SUPPLIER DIVERSITY INFORMATION**

Participants in this solicitation are required to return this Appendix with the appropriate information provided.

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

Indiana University encourages participants in this Solicitation 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. For more information, please go to this website:

http://www.indiana.edu/~purchase/general_info.shtm

State your company's status:

_____ Small Business

_____ WBE

_____ SDB

_____ Hub Zone

_____ MBE

_____ Historically Black College/University

_____ Service Disabled Veteran Owned

_____ Veteran Owned

~ PLEASE ATTACH CERTIFICATION WITH COMPLETED FORM ~

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

Identify any and all Second Tier Business Relationships or First Tier Business Relationships Supplier has with Minority, Women, and Disadvantaged Owned and operated businesses. (1st Tier is defined as -- Any supplier, regardless of type or size, which has a direct contract with Indiana University. 2nd Tier is defined as -- Any supplier, regardless of type or size, which is contracted through a 1st tier supplier to Indiana University.)

Name: _____

Signature: _____

Title: _____

Company: _____

Date: _____