

# Notice to Ball State RFP Respondents

Please read the information below carefully, it includes additional important instructions for submitting your proposal. Failure to follow instructions may result in the rejection of your entire proposal.

## 1. About Ball State

Ball State University is a public, doctoral-granting, research University with 47 departments, seven academic colleges, and a graduate school. More information about BSU is available at <https://www.bsu.edu/about>.

## 2. Definitions and Abbreviations

The following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in the RFP, but they are defined where they appear, rather than in the following list:

- **Agreement** A contract resulting from this RFP process
- **Ball State** Ball State University
- **Board** Board of Trustees of Ball State
- **IC** The Indiana Code
- **Proposal** An offer
- **Purchasing Agent** University employee with whom Respondents must communicate
- **Respondent** An offeror who submits a proposal
- **Services** Work to be performed as specified in this RFP
- **University** Ball State University
- **Team** The Ball State University RFP Response Review Team
- **Vendor** A firm awarded a contract resulting from this RFP process

## 3. Withdrawal of Proposals After Submission

Proposals may be modified or withdrawn in writing or by fax notice received prior to the date specified for receipt of proposals. The Respondent's authorized representative may withdraw the proposal in person provided his or her identity is made known and he or she signs a receipt for the proposal. Proposals may not be withdrawn after the proposal due date has passed. Requests for modification to or withdrawal of a proposal received after the date specified for receipt of proposals will not be considered.

## 4. Respondent Inquiries and Communication with Ball State

Inquiries may not be directed to any employee or Board member of Ball State, other than the Purchasing Agent, unless such communications are authorized by the Purchasing Agent. Unauthorized communication(s) may disqualify Respondent from further consideration. Ball State reserves the right to discuss any part of any proposal with any entity.

## 5. RFP Revisions

If it becomes necessary to revise any part of this RFP or if additional information is necessary for an exact interpretation of provisions of this RFP prior to the due date for proposals, a supplement will be made available to all prospective Respondents who are known to have received a copy of the original RFP. If such addenda issuance is necessary, Ball State reserves the right to extend the proposal due date to accommodate such additional information and interpretations.

## **6. Confidential Information Within Proposals**

Respondents are advised that materials contained in proposals are subject to the Indiana Access to Public Records Act, IC 5-14-3-1 et seq., and, after the contract award, may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the Indiana Access to Public Records Act 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 applies. Any proposal which indicates that the majority or entire contents are confidential may be considered non-responsive and therefore be rejected.

## **7. Assumption of Risk for Proposal Submissions**

Any information is provided entirely at the Respondent's sole risk, and the University assumes no liability for costs or damages which may result from the University's disclosure at any time of any information provided by the Respondent in connection with its proposal. In the event that the University receives a request under the Indiana Access to Public Records Act for any materials or documentation for which Respondent has claimed an exemption, the Respondent must indemnify the University against any liability, loss, damage, or expense, including reasonable attorney's fees and court costs, which the University may incur or sustain by reason of the University's initial refusal to disclose such materials or documentation.

## **8. Costs Associated with Respondent's Response**

Ball State accepts no obligations for costs incurred by Respondents for proposal preparation or for any demonstrations that may be made in anticipation of being awarded a contract.

## **9. Proposal Life**

All proposals must remain open and in effect for a period of not less than ninety (90) days after the due date for proposals. Any proposal accepted by Ball State for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by Ball State.

## **10. Taxes and Fees**

The University will not be responsible for any taxes levied on the Vendor as a result of any Agreement resulting from this RFP. The Vendor shall pay all federal, state and local taxes, shall secure all licenses and permits, and shall be responsible for other charges levied or charged upon the installation, maintenance, use or operation, including taxes imposed on the purchase or sale of the contents thereof.

## **11. Discussions and Clarifications**

Ball State reserves the right to conduct discussions, either oral or written, with Respondents. Ball State also reserves the right to issue clarifications. The University may request that any Respondent clarify or supplement any information contained in its Proposal. Respondents are required to provide a written response within ten (10) business days of receipt of any request for clarification by the University.

## **12. Demonstrations and Presentations**

The University may, at the University's sole discretion, invite selected Respondents to conduct presentations to the Team. In the event the University determines such presentations would be beneficial, such demonstrations will be requested and arranged by the Purchasing Agent. The University will not assume any expenses incurred by the Respondent demonstration or product evaluations. Ball State reserves the right to visit the vendor's location if deemed necessary in the final decision of awarding the contract.

### **13. Inquiries and Additional Reference Checks**

As part of the proposal evaluation process, the University may make inquiries and investigations, including the request of references from Respondent's customers, or any other entity, to evaluate the Respondent's services. Ball State University reserves the right to reject any Proposal based upon the results of any such review.

### **14. State Registration**

Before an out-of-state Respondent can do business with Ball State, the Respondent must be registered with the Indiana Secretary of State and Indiana Department of Revenue. It is each Respondent's responsibility to register prior to the initiation of any contract discussions. The Respondent need not be registered as a prerequisite to responding to this RFP.

### **15. Subcontracting**

Subcontracting is not anticipated; however, Respondent may propose the subcontracting of specific components or functions. In the event any component of the proposed work is to be subcontracted, clearly indicate which functions or components of the proposed service would be subcontracted. Proposed subcontractors must also complete Exhibit C, copies of which must be submitted as part of the initial proposal if any subcontracting is being proposed prior to an award.

### **16. General Requirements and Conditions of Proposal Submission**

Ball State reserves the right to accept, reject, negotiate, clarify, discuss, or utilize the terms or concepts of any proposal received as a result of this RFP, to modify proposals, or to negotiate separately with any party, in any manner deemed to be in the best interest of the University. Ball State, in its sole judgment, shall decide if an award will result from this RFP which may be based upon any relevant factors in the university's sole and absolute discretion.

At the option of the University, the terms of this RFP and the proposal of the successful Vendor may be included as contractual obligations in the contract to be awarded. Representations made within the proposal are binding on Respondents. The University will not be bound to act by any previous communication or proposal submitted by a Respondent.

In the event of inconsistencies or contradictions between language contained in this RFP and a Respondent's proposal, the language contained in this RFP will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the Respondent's disqualification. The University is not liable for any errors or misinterpretations made by a Respondent in responding to this RFP.

### **17. Proposal Evaluation**

Ball State has selected qualified personnel to act as the evaluation team. Each response will be evaluated on the basis of the categories listed below. Based on the results of the evaluation, the proposal determined to be most advantageous to Ball State may be selected by Ball State for further action. The procedure for evaluating the responses against the evaluation criteria will be as follows:

#### **Criteria**

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements, taking into account quality of service with minimal tolerance for error. Specific criteria include:

- 5.1.1** Overall quality and clarity of the Proposal and compliance with the requirements of this RFP.
  - 5.1.2** The Respondent's relevant experience in higher education with respect to similar work.
  - 5.1.3** The Respondent's demonstrated ability to provide the solution requested in this RFP.
  - 5.1.4** The Respondent's demonstrated ability to establish and meet timelines and budgets.
  - 5.1.5** The agreement to required terms as set forth in Exhibit B below.
  - 5.1.6** The degree to which the Respondent has considered the specific requirements of the University and appropriately tailored the response and proposed methodology.
  - 5.1.7** The degree to which the Respondent's proposed product, services, and plan appear to mesh with the University's culture, structure, timelines, and budget.
  - 5.1.8** The degree to which references are relevant to the University and the scope of services described in this RFP.
  - 5.1.9** Reasonableness and clarity of proposed costs and project timelines.
  - 5.1.10** In addition, the evaluation team may consider other factors they believe to be material for this selection.
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