 

Money Bus

Software and Hardware

Upgrade, Replacement and Extension

**NETWORKS FINANCIAL INSTITUTE AT INDIANA STATE UNIVERSITY
TERRE HAUTE, INDIANA**

**Due Monday, July 11, 2011 at 4:30 P.M. Local Time**

Networks Financial Institute at Indiana State University (NFI), an outreach of Indiana State University, exists to help the financial services industry transform itself through better leadership, creative collaboration, and community-based financial literacy initiatives.

NFI’s Kids Count on the Money Bus program, a mobile financial literacy classroom for third through fifth grades, teaches children the concepts of earning, saving, spending, giving, budgeting and making sound financial decisions via a sophisticated environment of interactive, technology based simulations.

NFI requests proposals for the upgrading, replacement and extension of the Money Buswith expertise from the vendor in the hardware and software components.

NFI reserves the right to reject any and all proposals, to invite additional proposals, or to initiate a new request cycle.

**1. RECEIPT AND OPENING OF BIDS**

 1.1 Sealed bids will be received by Indiana State University, Purchasing Department, 951 Sycamore Street, Terre Haute, Indiana 47809 until 4:30 p.m. Monday, July 11, 2011. Bidders must submit an electronic and one paper copy of the proposal package.

 1.2. Networks Financial Institute may consider any bid as being informal that is not prepared and submitted in accordance with the provisions outlined herein, and may waive any informalities or reject any and all bids. Any bid may be withdrawn at any time prior to the scheduled opening of the bids. Any bid received after the date specified above will not be considered. No bid may be withdrawn
after the opening of bids. Telephonic/facsimile bids will not be accepted.

**2. SCOPE OF BIDS**

The Contractor shall furnish all necessary equipment, hardware, labor and materials for the successful conclusion of the project.

The Contractor is to list all necessary equipment and hardware in the bid response. Estimated labor hours for installation of hardware and development of software should also be included.

The contractor must also supply information and cost regarding their intended for support of this contract for at least the first year after the initial installation of the hardware and software.

**3. DEFINITION OF TERMS**

When any of the following terms appear in the contract documents, they shall be defined as follows.

3.1. Contract Documents: All integral documents of the contract, specifications for equipment or services under the various bids, addenda subsequently issued, and the contract with the successful bidder.

3.2. Owner: The Owner, when referred to, will be Networks Financial Institute at Indiana
State University (NFI).

3.3. Bidder: The person, persons, company, partnership, or corporation submitting the bids for the equipment and work to be accomplished.

3.4. Contractor: The party, his/hers or its heirs, executors, administrators, successors, or assignees who is awarded the contract.

3.5. Sub-Contractor: Any person, persons, company, partnership, or corporation contracting with the Contractor to perform a part or all, of the contract.

3.6. Authorized Representatives: Authorized representatives of the Owner, NFI, when referred to, will be the Executive Director, Director of Financial Literacy, and the Director of Operations.

3.7. Substantial Violation: Substantial violation shall be defined as a ‘the neglect of duties as specified in this agreement, with disregard for compromise’.

**4. ADDENDA AND Interpretation**

4.1. It is assumed that most bidder questions and requests for clarification can be responded to verbally. Changes and interpretations significantly altering the specifications will be documented and supplied to all bidders as quickly as possible. All addenda issued shall become part of the contract document.

4.2. All questions regarding this contract should be addressed to

Ernie Kramer
Indiana State University
Purchasing Department
951 Sycamore Street
Terre Haute
Indiana 47809
ernie.kramer@indstate.edu

4.3. Questions should normally be submitted via email to the above address with the subject “Money Bus Upgrade Contract.” Emails should be sent to the person noted above and copied to the other individual. To be guaranteed a response prior to the RFP opening, questions should be submitted at least 3 business days prior to the bid due date.

4.4. This entire document and the bidder’s response will be incorporated into a contract entered into between the successful bidder and Networks Financial Institute at Indiana State University.

**5. PATENTS AND ROYALTIES**

The Owner shall be held harmless by the Contractor from the payment of any and all claims arising out of any infringement, alleged infringement, or any use of any patent or patented device, article, system, arrangement, materials or process used by him in the execution of this contract.

**6. FINANCIAL STATUS**

Bidder shall include a financial statement in the bid document. A publicly available web site which contains the bidder’s financial statements will be an acceptable alternate to inclusion of financial statistics in the bid documents.

**7. PRESENTATION**

After bids have been opened and studied, bidders may be requested to make a formal presentation.

**8. SALES OR USE TAX**

It is understood that all bids received shall be exclusive of all use, sales, excise, and import taxes and duties, Local, State, and Federal. The Owner is an institution qualified for exemption from customary taxes and will be responsible for such matters as are necessary to obtain exemptions applicable to such taxes.

**9. INSURANCE**

 9.1. The Contractor and/or Subcontractors shall not commence work under this contract until they have obtained all insurance required by these specifications and until such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been obtained. Policies expiring on a fixed date before final acceptance of the project must be renewed and evidence of such renewal submitted to the Owner before such date.

 9.2. The Contractor shall furnish the Owner with satisfactory evidence of the insurance required before commencing work on this contract.

 9.3. Insurance Required:

 9.3.1. Worker’s Compensation Insurance: The Contractor shall maintain during the life of this contract Worker’s Compensation Insurance for all his employees employed at the site of the project, and, in case any work is sublet, the Contractor must require the Subcontractor similarly to provide Worker’s Compensation Insurance for all of his employees engaged in work under this contract at the site of the project. The Contractor shall provide insurance coverage equal to that provided under the Worker’s Compensation Act, for the protection of his employees not otherwise protected. Employers liability coverage must be maintained in amounts not less than $100,000/$500,000/$100,000.

 9.3.2. Commercial General Liability Insurance: The Contractor shall maintain during
the life of this contract Commercial General Liability insurance to protect him and any Subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages which may arise from or on account of operations under this contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

 9.3.2.1. Limits shall be in an amount not less than $1,000,000 per occurrence for Bodily Injury, Property Damage, Accidental Death, Personal and Advertising Injury with a $2,000,000 general aggregate and a $1,000,000 Products and Completed Operations aggregate.

 9.3.3. The Contractor shall require all of its Subcontractors, if not protected under Contractor’s insurance policies, to effect and maintain, at their own expense during the entire period of performance and until completion of the subcontract, General Liability Insurance with a company or companies to the satisfaction of the Owner as follows:

 9.3.3.1. Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence for Bodily Injury, Property Damage, or accidental death with a $2,000,000 general aggregate and a $1,000,000 Products and Completed Operations aggregate.

 9.3.3.2. Special hazards not covered under the Commercial General Liability Insurance must be covered on a policy or policies within the amounts as required above.

 9.3.4. Business Auto Insurance: The Contractor and all Subcontractors shall at all times during the life of this contract, and any other subcontracts, maintain at their own expense, respectively, business auto insurance coveting all liability and claims arising from the use and operation, anywhere in the United States, in connection with the performance of the Contract or Subcontracts of automobiles whether such are owned, hired, or non-owned by the Contractor or Subcontractors. Such auto insurance shall be written with a limit of not less than $1,000,000 per occurrence as a combined single limit for Bodily Injury and Property Damage coverage.

 9.3.5. Umbrella Liability Insurance: The Contractor and all Subcontractors shall maintain during the life of this contract, Umbrella Liability Insurance providing excess coverage over the above specified primary insurance in an amount not less than:

 9.3.5.1. $2,000,000.00 for contracts from $5,000.00 to $10,000.00

 9.4. Additional Insurance Requirements:

 9.4.1. The Contractor and all Subcontractors in connection with the above mentioned Worker’s Compensation Insurance shall furnish to the Owner a duly executed certificate of compliance, as prescribed by the Indiana Worker’s Compensation Board showing that such insurance is in full force and effect.

 9.4.2. The Contractor and all Subcontractors shall include Networks Financial Institute at Indiana State University as an additional insured on their Business Auto and Commercial General Liability policies with regard to this contract.

 9.4.3. The Contractor and all Subcontractors through the Contractor shall be required to furnish to the Owner duly executed certificates of insurance showing that all insurance policies required under this contract have been issued and are in full force and effect at all times during the life of this contract.

 9.4.4. With regard to the above mentioned General Liability, Business Auto, and Umbrella Liability Insurance, if in the event of any major change or cancellation of such policy, the Contractor and all Subcontractors shall give a 30-day advance notice to the Owner.

 9.4.5. The Contractor and all Subcontractors insurance company or companies must have an A.M. Best’s rating of B+VI or better.

 9.5. Loss or Damage: Until accepted in its entirety by the Owner, the work shall be at the Contractor’s risk, and, if any loss and/or damage to any part of the work occurs prior to acceptance, the Contractor shall, without cost to the Owner, promptly repair or replace the part or parts so lost or damaged. All loss or damage to Contractor’s property shall be borne by Contractor. Contractor shall protect Owner’s property from, and shall be responsible for, any loss or damage arising out of the execution of the work. Contractor shall not be responsible, however, for any loss or damage directly caused by Owner’s negligence, except the Contractor shall be solely responsible for any loss or damage due to the use of any facilities or service furnished by Owner, such as hoisting, etc., regardless of Owner’s negligence.

 9.6. Indemnification: Contractor shall indemnify and save Owner harmless from and against all loss, and all claims, demands, suits, actions, payments and judgments arising from property damage, personal injuries or otherwise, brought or recovered against Owner by reason of any act or omission of Contractor in execution or guarding of the work.

**10. EXAMINATION OF BID DOCUMENTS AND SITE**

 10.1. The Bidder shall examine the Money Bus and make all necessary investigations require or delivering, storing, placing and handling of materials and equipment, and to inform himself fully as to all difficulties that may be encountered in the complete execution of all work in accordance with the bid documents.

10.2 Site visits may be arranged through:

Joe N. Zachery, Jr.

Director of Operations

Networks Financial Institute at Indiana State University

101 W. Ohio Street, Suite 1175

Indianapolis, IN 46204

Tel#: 317 536-0281 ext. 705

E-mail: joe.zachery@indstate.edu

Appointments will be required for all such inspections. All appointments must be made at least 5 business days prior to the bid due date.

 10.3. Each Bidder will examine all drawings, specifications, and all other data pertaining to the work. No plea of ignorance of existing conditions, or of difficulties or conditions that may be encountered or of any other relevant mailer pertaining to the work will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill every detail of the requirement of the bid documents governing the work. The Bidder, if awarded the contract, will not be allowed any extra compensation by reason of anything or any matter concerning which such Bidder might have fully informed himself prior to the bidding.

**11. RIGHTS RESERVED BY OWNER**

 11.1. The Owner reserves the right to reject any and all bids and is not necessarily bound to accept the lowest bid submitted. If, in the Owner’s opinion, the lowest bid is not the best bid of value received for money expended, the right is reserved to make the award ¡n the best interests of the University. In making the award, intangible factors such as Bidder’s service reputation and past performance may be weighed equally with price. By submitting a response, the bidder agrees to accept
the judgment of Indiana State University as the sole judge of the lowest and best bid.

 11.2. 1f the Contractor persistently disregards the written instructions of the Owner or is otherwise guilty of a substantial violation of any provision of the contract, then the Owner may, following the Contractor’s failure to correct the deficiency within fifteen days after receiving written notice to do so, terminate the contract. In such cases, the Contractor shall not be entitled to receive any further payment and the performance bond shall be forfeit.

11.3. The Owner shall have direction of the work. Authorized representatives of the Owner shall have the right to condemn any work that does not, in their judgment, comply with the specifications. Any work so condemned shall be promptly resubmitted to bring it into compliance.

11.4. The Owner shall have the authority to require the Contractor to remove from the site any employee of the Contractor who shall be deemed by the Owner to be detrimental to the best interests of the work.

11.5. The Owner reserves the right to make any desired change in the specifications after the
same shall have been put under contract, with the price to be added or deducted from the contract price. Any changes so made will be agreed upon in advance between the Owner and the Contractor. The Contractor will be furnished a supplement to the original contract. Such supplement shall be binding on both parties and shall in no way invalidate or make void the terms of the original contract not modified by such change.

**12. TERM OF CONTRACT**

The contract shall begin once the Contractor has been informed of their success in the bidding process. The contract shall end 1 year after successful conclusion of the project. The Contractor is to provide support for the hardware and software for 1 year after the installation and testing of the hardware and software, unless the Owner gives the bidder a written thirty (30) day notification of an intention to cancel the contract.

**13. PAYMENT**

The schedule of payments will be discussed with the winning vendor and added to the agreement.

**14. BID FORMAT**

 14.1. Bidders must respond to each paragraph. Responses must be clearly identified by paragraph number in numeric sequence. Any supporting documents will immediately follow a specific response. If reference is made to a particular portion of a supporting document, all detail necessary for ease of reference will be indicated. Where such reference is not cleat the Bidder will be considered as having not responded. Proposals which are inconsistent with this request or otherwise difficult to evaluate will not be considered.

 14.2. In case of conflict, the worded amounts shall prevail. Erasures or other changes in the bid must bear the signature of the bidder.

 14.3. All services to be supplied must be explicitly stated and listed in the Contractor’s bid.

 14.4. Unless clearly stipulated in the proposals submitted, it will be assumed that all bidders
have prepared proposals in accordance with the requirements and specifications stated within this
request. Strict adherence is expected and deviations must be fully and clearly explained in either a
letter accompanying the proposal or in a properly identified section of the proposal itself. Failure to
comply with this provision may result in the rejection of the proposal.

 14.5. Bidders must explicitly define the service to be provided as it relates to the specifications
in this request. The proposal is to be considered “all or none” based on the estimated inventory of equipment provided. NFI is not soliciting bids for maintenance on individual brands or types of
equipment to the exclusion of the other items listed in the inventory.

 14.6. Each bidder must supply three (3) complete paper sets and one electronic copy of their proposal as it relates to this request. The paper and electronic e-mail copies should be sent to the Networks Financial Institute contact noted below:

Ernie Kramer
Indiana State University
Purchasing Department
951 Sycamore Street
Terre Haute
Indiana 47809
ernie.kramer@indstate.edu

**15. EVALUATION CRITERIA**

By submitting a proposal, bidder agrees that Networks Financial Institute at Indiana State University has the sole right to determine the degree to which each bidder complies with these criteria and the right of Indiana State University to determine the “lowest and best” bidder which is the basic criteria NFI uses for bid evaluations.

**16. SPECIFICATIONS**

 16.1. NFI will provide as much information as it has available to the Contractor for the successful completion of this contract.

 16.2. NFI may provide a working space for the Contractor to be housed at a site of its designation at no charge to the Contractor. If possible, the Contractor shall be responsible for providing her/his own storage and fabrication facility, complete with all required outside services.

 16.3. The specification document was produced in good faith but in a project of this scope some modifications may be necessary. The Owner reserves the right to make changes to the specifications.

 16.4. The contactor agrees to inform NFI immediately when it becomes aware of circumstances that may result in additional costs or project delays.

**17. REIMBURSABLE EXPENSES**

Contractor shall be reimbursed for all expenses incurred to fulfill the obligations of Contractor under this Agreement. Reimbursable expenses shall be submitted to

 Joe N. Zachery, Jr.

 Director of Operations

 Networks Financial Institute at Indiana State University

 101 W. Ohio Street, Suite 1175

 Indianapolis, IN 46204

 Tel#: 317 536-0281 ext. 705

 E-mail: joe.zachery@indstate.edu

Such reimbursable expenses shall include the following expenses:

 a. Travel and associated expenses on behalf of NFI.

 b. Other expenses incurred by the Contractor in satisfying the terms of this Agreement, provided such expenses are first approved for reimbursement by, and in the sole discretion, of NFI.

**18. TITLE & WARRANTIES**

The Contractor warrants that title to all animated characters, creative and design and graphic design, software work for the online financial literacy classroom shall pass to NFI upon final payment. The Contractor further warrants that upon final payment all creative and design work shall be, to the best of Contractor’s knowledge, information and belief, free and clear of liens, claims, security interests or other encumbrances adverse to NFI’s interests.

NFI agrees to allow the inclusion of credits and licensing information in the program and on related materials for the creator and as required by all development software licensing agreements applicable. NFI owns all rights and the copyright to all animated characters, creative and design work and graphic design work and software.

**19. WORK PRODUCT**

All work product developed under this Agreement including but not limited to notes, source codes, video, audio, source documents, graphic designs, and working papers is the property of NFI; and, the Contractor shall provide all work product to NFI at the Conclusion of this Agreement. Work Product developed under this Agreement also applies to work product developed by or in conjunction with any sub-contractor(s), designers, etc. that the Contractor may decide to work with or employ.

Where video and audio is produced for the inclusion in the software then the video and audio files must be provided separately to NFI at the conclusion of the project.

The software source code produced must be provided to Indiana State University.

The Contractor is to provide documentation on the use of the hardware and software.

**20. PARTIAL COMPLETION OF THE AGREEMENT**

If the terms of the Agreement cannot be met and either party decides to terminate the Agreement prior to the completion date, the Contractor must submit all expenses incurred up to the date of termination of the Agreement to NFI. NFI will then review and either approve or disapprove the requisite expense prior to the termination date.

**21. SEVERABILITY**

 If any provision of this Agreement or any provision of any document incorporated by reference should be void or unenforceable, or should be declared void or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and they shall remain binding upon the parties.

**22. BID SPECIFICATIONS**

The bid will contain a section entitled “Pricing” which will include an itemized breakdown of cost for each exhibit.

**23. RESTRICTIONS, MODIFICATIONS, OR CHANGES TO THIS RFP**

 23.1 All restrictions, modifications, or changes to this RFP by the bidder must be located within one section of the RFP and CLEARLY labeled as “Restrictions, Modifications, and Changes”. Changes outside of this one area may be cause for rejection of a bidder’s RFP response.

 23.2 All modifications to this RFP must be agreed to in writing and by way of an addendum to the RFP.

**24. REQUIRED ADDITIONAL INFORMATION**

Bidder must supply answers to the following questions:

 24.1. Estimate how long it will take you to become acclimated to Networks Financial Institute’s environment and why?

 24.2. How will you become familiar with Networks Financial Institute’s environment?

 24.3. How do you propose to resolve issues that arise during the course of the contract,
 especially in the beginning phases?

 24.4 What subcontractors do you propose using on this contract (if any)? If so, list their names
and contact information?

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