



# INDIANA UNIVERSITY

---

## PURCHASING DEPARTMENT

### **Request for Proposal**

For

Indiana University Press  
Warehousing, Sales and Distribution Services

Mandatory Pre-Proposal Meeting on  
**October 26, 2021 at 9:00am (Eastern Time)**  
400 East 7th Street, Room 421, Bloomington, IN 47405.

Final Response due no later than  
**February 2, 2022 by 5:00pm (Eastern Time)**

Issued by:

Tresa Fredericks  
Purchasing Commodity Manager  
Indiana University  
400 East Seventh Street, Room 415  
Bloomington, Indiana 47405  
Phone: 812.855.9952  
[trfreder@iu.edu](mailto:trfreder@iu.edu)  
Issued: October 5, 2021

**Section A: Table of Contents**

<i>Section</i>	<i>Topic</i>	<i>Page</i>
A.	Table of Contents	2
B.	Purpose	2
C.	Background	2
D.	Proposal Instructions & Conditions	3
E.	Schedule of Events	5
F.	Statement of Needs	6
G.	Terms and Conditions	7
H.	Proposal Response	15
I.	Exhibit A – Marketing Data Flow	28
Appendices		
A	Non-Collusive Certificate	29
B	Supplier Diversity Information	30
C	Insurance Requirements	32

**Section B: Purpose**

Indiana University (IU) is requesting proposals from firms interested in providing warehousing, sales, and distribution for Indiana University Press, as specified herein. The intent of this Request for Proposal (**RFP-MRO-646-2021**) 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.

Selection of the successful company (Contractor) will be based upon a variety of factors such as ability to perform successfully the requested services described in the RFP, demonstrated successful record of performance of such services, cost and efficiency, capability of working with Indiana University.

As used within RFP-MRO-646-2021, “Participant” shall refer to those companies receiving and responding to RFP-MRO-646-2021. “Contractor” shall refer to the successful Participant of the process. “University” shall refer to Indiana University. “IUP” shall refer to Indiana University Press.

**Section C: Background**

Founded in 1820, Indiana University is a public, multi-campus, two-billion-dollar educational institution with undergraduate and graduate students exceeding 99,000. All 50 states, Washington, D.C., three U.S. territories and over 150 foreign countries are represented. It has an additional 17,000 faculty and staff body that supports the educational mission of the institution.

IU spans the state with eight campuses. For more general information about the institution, please visit the institution’s home page at [www.indiana.edu](http://www.indiana.edu) and its fact book at <http://factbook.indiana.edu/>.

Indiana University Press (IUP), an auxiliary unit of Indiana University (IU), located on its Bloomington campus and currently reporting to the IU Office of Scholarly Publishing, was founded in 1950 to publish the results of scholarly research as well as books in all fields of learning that would appeal to the general intelligent reader and, especially, that would promote regional culture and literature in the Midwest. Today, IUP is recognized internationally as a leading academic publisher specializing in the humanities and social sciences. With a staff of some 30 publishing professionals, IUP produces, both in print and in electronic format, approximately 120 new books annually, in addition to 40 scholarly journals, and maintains a backlist of more than 3,500 titles. IUP emphasizes scholarship, but also publishes trade, text, and reference titles. Its program is financed primarily by income from sales, supplemented by support from IU and by gifts and grants from outside sources. Major scholarly subject areas include African, African American, Asian, cultural, Jewish and Holocaust, Middle East, religious, Russian, and East European, and women's and gender studies, anthropology, film, history, music, paleontology, and philosophy. Trade subject areas (published under the IU Press, Red Lightning, and Quarry imprints) include Food and Beverage, True Crime, Lifestyle, Sports and books about Indiana and the Midwest. It is one of the largest public university presses as measured by title output and income level. The recipients of many prestigious awards, its publications are well known and highly regarded around the world.

#### ***Section D: Proposal Instructions and Conditions***

- D1 All questions and inquiries regarding this document should be submitted via email with **RFP-MRO-646-2021** in the subject line, to the Purchasing Commodity Manager, Tresa Fredericks, at [trfreder@iu.edu](mailto:trfreder@iu.edu). Except for cases authorized in writing by Tresa Fredericks, during the duration of the RFP process, through selection and notification, any communication by participants with Indiana university staff other than Tresa Fredericks 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.
- D2 The proposal (response) should include one (1) e-mailed, electronic version in Microsoft Word format or .pdf format. The e-mailed version must be received by the due date/time stated in Section E. A legally authorized representative(s) of the participant must sign the proposal. Proposals should be addressed as follows:
- Tresa Fredericks  
Purchasing Commodity Manager  
Indiana University  
400 East Seventh Street, Room 415  
Bloomington, IN 47405  
[trfreder@iu.edu](mailto:trfreder@iu.edu)
- D3 Office hours for receipt of proposals are Monday through Friday, 8:00 am to 5:00 pm Eastern Time.

- D4 The University reserves the right to reject any or all proposals and, any proposals not containing complete data requested. Proposals should be submitted initially on the participant's most favorable terms.
- D5 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 Indiana open records laws.
- D6 Participants may withdraw their proposals prior to the University making a final decision. Proposals received after the time set for receipt may not be considered. The proposal constitutes an offer by the participant, which shall remain open and irrevocable for a period of 6 months.
- D7 Proposals will be opened and reviewed at the convenience of the Director of Purchasing Operations. There is no public opening.
- D8 The University reserves the right to accept the proposal that appears to be in the best interests of Indiana University and to negotiate a contract with that participant using the proposal submitted as a basis.
- D9 Any information released either verbally or in writing prior to the issuance of this request shall be deemed preliminary and not binding upon the University in any manner.
- D10 If requested, participants must submit audited financial statements for the past two (2) years (or equivalent data) to demonstrate financial capability to provide the required services.
- D11 Participants may be invited to come to Indiana University to provide a presentation about their submission at their own expense.
- D12 The University will not enter into any agreement or execute any contract or affix signature to any document from a participant whose terms, written or verbal, require the University to waive all conditions or requirements negotiated, provided for in this document, our purchase order, or by mutual consent. Any document containing a clause or clauses that serve to supersede all other documents attached to this transaction may be rejected.
- D13 Notwithstanding any other provision of this Request for Proposal, the University expressly reserves the right to:
1. Conduct discussions with any or all participants for the purpose of clarification of proposals.
  2. Waive, or decline to waive, any insignificant defect or informality in any proposal or proposal procedures.

3. Accept, reject, or negotiate the terms of any proposal, or any parts thereof, for the purpose of obtaining the best and final offer.
  4. Reissue a Request for Proposal.
  5. Select the finalist(s) based on the University's analysis and evaluation of proposals submitted. The University reserves the right to request presentations of proposals if the University feels further information is appropriate to the decision-making process; and
  6. Negotiate with any or all the participant's representatives for the purpose of obtaining best and final offers.
- D14 The University reserves the right to use all concepts presented in any proposal to obtain the most beneficial and effective path to achieving the desired goals. Selection or rejection of proposals shall not affect this right.
- D15 By virtue of submittal, the participant is attesting that all requirements, terms, and conditions in Section G 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.
- D16 In consideration of the Homeland Security Act, participants shall receive infrastructure information that is considered highly confidential. Consequently, at the conclusion of the RFP process, participants shall remove and permanently delete all CADD files, text data files, photo files, and GIS files provided to them or obtained during the process for purposes of preparation of the proposal. The successful Contractor will be permitted to retain such data with contractual guarantees for appropriate measures for data security

***Section E: Schedule of Events***

Following is the detailed schedule of events for RFP-MRO-646-2021. The University reserves the right to modify the below schedule.

ACTIVITY	DATE
E1 Request for Proposal issued.	10/05/2021
E2 Please contact Tresa Fredericks if you would like to participate in a Pre-proposal meeting to review the requirements and standards for the RFP. The meeting will be conducted via Zoom. A link will be provided to the interested parties.	10/26/2021

- E3 Participants' questions concerning the proposal must be received no later than 2:00 pm Eastern Time, in accordance with Section D1. An email response or status of response will be provided within 48 hours. If the information is related to substantive content of the RFP, then clarifications will be sent to all known participants of the RFP. 01/19/2022
- E4 Proposals due by 5:00 pm Eastern Time, in accordance with Section D2. 02/02/2022

### ***Section F: Statement of Needs***

#### **F1 Objectives**

IUP currently uses Ingram Academic / Ingram Publisher services for distribution and sales. The Press is exploring greater efficiencies and sales that might be gained through other resources for warehousing, fulfillment, sales representation, and reports / sales tracking for our books and other products.

#### **F2 Scope of Work**

Based on current numbers, IUP has approximately 3500 active titles in our database. These titles represent approximately 220,000 individual units in our US inventory. Approximately 1700 units are warehoused on consignment with our European distributor, Combined Academic Publishers in the United Kingdom. Of our active titles, 58 titles, representing approximately 17000 units, belong to our distribution client, John Libbey Publishing, Ltd., whose books IUP distributes in North America on a consignment basis. We average approximately 30,000 shipments from our distributor annually and had net print and eBook book sales of approximately \$ 3,100,000 for fiscal year 2021.

Scope of work includes the following:

- Provide secure, up-to-date warehousing services for IUP books
- Provide secure, up-to-date technology for inventory control, financial management, and customer relations. Implement order entry for sales of IUP products to wholesale, retail, and individual customers by fax, toll-free phone, and EDI feed
- Fulfill orders taken by the IUP website
- Provide IUP with continuous online access to inventory and sales data.
- Maintain and provide to IUP on a regular basis data on sales, customers, royalties, inventory levels
- Provide exceptional customer service for IUP titles
- Provide reports on customer service metrics
- Receive books from printers and enter into inventory
- Pick, pack, and ship books to domestic and international customers
- Ship IUP books to foreign consignment warehouses

- Inspect and process returns
- Perform accounts receivable and payable functions; invoice customers and collect payments in timely manner
- Remit payments to IUP on an established schedule
- Maintain royalty records for warehoused titles; provide royalty statements to IUP by January 31 and July 31
- Ship books and materials to conferences and exhibits; ship gratis copies and exam copies
- Provide IUP with information on overages, shortages, and damaged stock
- Destroy or sell damaged stock as directed by IUP
- Conduct annual physical inventory or cycle counting program
- Provide print-on-demand services either internally or through an affiliate, including file management, drop shipping, and billing
- Feed book metadata to distribution channels through ONIX
- Implement conversion of IUP data to Contractor’s software and validation of conversion
- Move IUP inventory from IPS warehouses to Contractor’s warehouse

***Section G: Terms and Conditions***

The following terms and conditions will become a part of an agreement that will be entered into by the Contractor and Indiana University.

**G1 Contract Term**

The contract will commence once a Contractor is chosen, and an agreement is in place.

**G2 Applicable Law**

The Agreement shall be governed by the laws of the State of Indiana, and Contractor shall always comply with and observe all federal, state, and local laws, ordinances, and regulations which are in effect during the period of the Agreement and which in any manner affect the work or its conduct.

**G3 Designation of Forum**

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement may bring the legal action or proceeding in the United States District Court for the Southern District of Indiana or in the Monroe Circuit Court in Monroe County, Indiana.

**G4 Headings; Interpretation**

The headings used in this agreement are for convenience only and do not constitute substantive matter to be considered in construing its terms. The use in this agreement of the terms “include”, “includes”, “including”, and “such as” shall be deemed in all cases to be followed by the words “without limitation”. When used in this agreement, “University” includes all segments of the institution including all, athletic and academic departments, as defined in the legal entity “The Trustees of Indiana University.”

- G5 Transaction Costs**  
Except as expressly provided in this Agreement, each party shall pay its own fees and expenses (including, without limitation, the fees and expenses of its agents, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution, delivery and performance of this Agreement and the transactions it contemplates.
- G6 Agreement Assignment**  
No right or duty in whole or in part of the Contractor under the Agreement may be assigned or delegated, including by transfer of stock or ownership in Contractor, without the prior written consent of the University.
- G7 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 the Agreement.
- G8 University Policies**  
Contractor shall comply with applicable University policies found at: <http://www.indiana.edu/~policies>. In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any student, employee, or applicant for employment because of age, race, religion, color, handicap, sex, sexual orientation, or national origin. Contractor further agrees to take affirmative action to insure equal employment opportunities. Contractor, including all employees and agents, shall agree to abide by, and comply with, all 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 the University's premises, which are imposed upon the University's employees and agents.
- G9 Fitness for Work**  
Consultant represents and warrants to University that it has the ability to perform the services and deliver product required by this Agreement; that it will perform said services and deliver said product in a professional, competent and timely manner; that it has the power to enter into and perform this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state, or local laws or regulations.
- G10 Non-Performance**  
If Contractor fails to perform under the terms and provision of the agreement, the Contractor shall reimburse the University for any additional expense incurred by the University to have the work completed by a third party over and above what the University would have been required to pay Contractor had Contractor not failed to complete the work.



**G11 Agreement Termination**

Termination for Cause

Should either party breach any material terms or provisions of the 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 the Agreement. Certified letter must give written notice of termination.

The University may cancel the 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. Certified letter must give written notice of termination.

Payment Upon Termination

If this Agreement is terminated pursuant to either paragraph G9 or G10, university shall, within sixty (60) days of the termination, pay Contractor for all fees and expenses for services rendered through the termination date and shall have no further financial obligation to Contractor.

**G12 Notices**

Except for notice of termination, which must be made by certified mail, any written notice called for in the Agreement may be given by personal delivery, first class mail, overnight delivery service 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.

**G13 Non-Discrimination**

In connection with the performance of work under the Agreement, the Contractor agrees not to discriminate against any student, employee, or applicant for employment because of age, race, religion, color, handicap, sex, sexual orientation, or national origin. This provision 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. 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 the University's premises, which are imposed upon the University's employees and agents.

**G14 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 the Agreement, except for money already due and owing, shall be suspended, and excused to the extent commensurate with such interfering occurrence. The expiration date of the Agreement may be extended, by mutual written consent, for a period equal to the time that such default in performance is excused.

**G15 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.

**G16 Severability**

If any provision of the Agreement or its application to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of the 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.

**G17 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 the 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.

**G18 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.

**G19 Confidential Information**

The parties understand and agree that information concerning any of the information set forth herein is confidential to each of them and shall, except as may otherwise be required by law, only be disclosed to third parties, in writing or orally, upon the prior written agreement of the parties, provided, however, that if any of such terms have become public information without the fault of the other party these terms shall no longer be treated as confidential by either party.

**G20 Open Records Law**

Contractor acknowledges that University is subject to the Indiana Access to Public Records Act (APRA), I.C. 5-14-3-et seq., and that this Agreement, and some or all the documents relating to the bookstores, and documents provided pursuant to this Agreement, may be required to be disclosed pursuant to that law. Contractor further acknowledges that certain categories of records or documents may not have to be

produced pursuant to APRA. Contractor agrees to use its best efforts to mark records and documents provided to university that it believes, in good faith, are not required to be produced pursuant to APRA, as “Confidential”. (For example, trade secrets as defined by the Indiana Code.) University agrees that, upon receipt of a request made pursuant to APRA for documents that have been marked “Confidential”, it shall a) promptly notify Contractor of the fact and content of the request, b) consult with Contractor regarding whether the University is required to produce the documents, and c) disclose the records that University, in the opinion of its legal counsel, is legally compelled to disclose.

If University is made party to any proceeding or litigation arising out of the assertion of an exemption to APRA, Contractor shall indemnify University for all costs, attorney fees, awards, fines, damages, or other monetary amount of any kind in accordance with paragraph 47 hereof. Contractor shall cooperate with university in defending any such proceeding or litigation.

**G21 Force Majeure**

Neither party shall be in considered in breach of the 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.

**G22 Funding**

The University represents that, as of the date of the Agreement, funds sufficient to pay immediate financial obligations under the Agreement have been allocated and are available. However, University is a publicly funded entity, and our ongoing financial obligations herein are subject to allocation of funds by parties not controlled by the University. In the event, through no action initiated by the University, the legislative body of the State of Indiana does not appropriate sufficient funds allowing for the continuation of the agreement for any fiscal year, whole or part, and there are no funds from other sources to continue, the Agreement may be terminated by university.

**G23 Insolvency**

In the event of any proceedings in bankruptcy or insolvency by or against the preferred participant, or in the event of the appointment (with or without the preferred participant’s consent) of an assignee for the benefit of creditors, or of a receiver, the University may cancel this agreement.

**G24 Right to Audit**

If requested, participants must submit audited financial statements for the past two (2) years (or equivalent data, i.e., bank references) to demonstrate its financial capability to provide the required products and/or service.

Records will be maintained by Contractor for a period of three (3) years from the date the record is made. Contractor shall provide IU or its authorized representative(s) access for inspecting, examining, and auditing such records provided that one week’s prior notice is

provided to Contractor and such inspection, examination, or audit is conducted during Contractor's normal business hours. The cost of such inspection, examination, or audit shall be at the sole expense of university.

**G25 Data Security**

Firm shall treat all data that it receives from IU, is otherwise exposed to within IU data systems, or that is provided by an individual user of Firm's service under this Agreement (collectively, "IU data") with the highest degree of confidentiality appropriate to the type of IU data and in compliance with all applicable federal and state laws and regulations and IU's reasonable instructions.

Firm shall employ sufficient administrative, physical, and technical data security measures to meet the requirements under the specific federal and state laws and industry standards applicable to all types of IU data, whether in electronic or physical form, which it receives, interacts with, stores, views, processes, accesses, uses, creates, maintains, transmits, disposes of, or otherwise handles (hereafter "data activities") in the course of Firm's performance under this Agreement. Firm's responsibility for ensuring the security of IU data during its data activities extends to its employees and to any subcontractors or other contractors, including but not limited to web hosts or other service providers, who may engage in such data activities with respect to IU data. Any subcontractors used by Firm to perform data activities under this Agreement must be approved in advance by IU, and their subcontracts must contain substantially the same data protection requirements for IU data as are specified in this Agreement.

Firm may, during its data activities, receive any of the types of IU data in paragraphs (a) – (h) below. The initials of Firm's representative next to any of paragraphs (a) – (h) below constitutes Firm's representation and warranty that Firm's data activities do not knowingly implicate the type of IU data identified in such paragraph.

- (a) Student Education Records, as governed by the Family Education Rights and Privacy Act (FERPA), 20 USC 1232g et seq., and related regulations at 34 CFR Part 99. Firm further represents and warrants that any data constituting Student Education Records will be encrypted both in transit and at rest.
- (b) Financial Information, including payment card and financial account numbers, as governed by 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.
- (c) Protected Health Information ("PHI"), as governed by 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. If Firm will access PHI to perform a service on behalf of IU under this Agreement, then Firm and IU must also enter into a Business Associate Agreement (BAA) in a form approved by IU. In the event of any conflict between the BAA and this Addendum with respect to the security or privacy of data that contains PHI, the terms of the BAA shall control.
- (d) Genetic Information, as governed by the Genetic Information Nondiscrimination Act of 2008 (GINA), 42 USC 2000ff and implementing regulations. Firm shall not collect any genetic information unless otherwise permitted by GINA.

- (e) Nonpublic Personal and Financial Information, as governed by the Gramm-Leach-Bliley Act (Title 15, USC, Sections 6801(b) and 6805(b)(2)).
- (f) Social Security Numbers, as governed by Indiana Code 4-1-10 and -11, and I.C. 24-4-9.
- (g) Payment Card Numbers, as governed by I.C. 4-1-11 and 24-4-9, as well as the Payment Card Industry Data Security Standards. If receiving payment card numbers, Firm shall be PCI-DSS compliant as per the requirements indicated according to the PC Security Standards Council, which can be found at <https://www.pcisecuritystandards.org/>, and shall provide to IU annually a certificate of compliance from a PCI-DSS Qualified Security Assessor (QSA).
- (h) As applicable, Firm shall also have a program in place, documented in writing, to identify, detect, and address warning signs of identity theft, pursuant to the FACT Act, 15 USC 1681 et seq., and corresponding “Red Flag Rules.”

Without limiting the foregoing, Firm represents and warrants that all machines, systems, applications, and networking equipment that perform data activities with respect to IU data shall conform to or exceed the standards identified by the National Institute of Standards and Technology (NIST) applicable to the type of data and activities covered by the Agreement (available at <http://csrc.nist.gov/publications/PubsByLR.html>). Firm further warrants the accuracy of all documentation that it provides to IU with respect to the physical, technical, and administrative safeguards it uses in the course of its data activities. If IU’s University Information Security Office (“UIISO”) determines, in good faith and in its sole discretion, that there are changes to the features or functionality of Firm’s product or service that are reasonably needed to ensure the security of IU data, then Firm shall implement those changes to IU’s satisfaction. Firm will notify UIISO promptly of any nonconformity to applicable standards and requirements of its machines, systems, applications, or networking equipment of which it is or reasonably should be aware, or of which it becomes or reasonably should become aware, during the term of this Agreement.

Firm represents and warrants that it shall only use IU data for the purpose of fulfilling its duties under this Agreement and shall not further disclose IU data to any third party without the prior written consent of IU or as otherwise required by law. Firm shall not use IU data provided or made available to Firm in the course of its data activities under this Agreement for targeted marketing purposes. Firm may, however, use aggregated and anonymized data that it derives from IU data within the course and scope of its data activities, solely to enhance the quality of its performance under this Agreement or the functionality of the service Firm provides, but only if such IU data does not constitute PHI.

Firm acknowledges and agrees that all IU data provided or made available to it by IU or individual users of Firm’s service under this Agreement is and remains the property of IU or the individual user, as determined by law and IU policy.

No later than thirty (30) days after termination or expiration of the contract, Firm will either return or confirm in writing the secure destruction of all IU data provided or made available to Firm under this Agreement, at IU’s election and in accordance with specifications for return or destruction that IU shall provide on or before the termination or expiration date.

Immediately upon becoming aware of an incident that results in exposure or potential exposure of IU data, Firm shall notify IU at [it-incident@iu.edu](mailto:it-incident@iu.edu) 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 IU data were involved without prior written permission from IU.

To facilitate the investigation of security incidents, Firm will retain and provide to IU, upon request, all authentication and other relevant system logs, including relevant logs from any contractors or subcontractors, for a minimum of sixty (60) days from the creation of such logs.

Firm understands and acknowledges that IU is subject to Indiana's Access to Public Records Act ("APRA"), I.C. 5-14-3 et seq., and that disclosure of some or all confidential information provided pursuant to this Agreement, or the Agreement itself, may be compelled pursuant to that law. IU agrees that, upon receipt of a request for confidential information made pursuant to APRA, 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 IU, in the opinion of its legal counsel, is legally compelled to disclose. If IU is made a party to any proceeding or litigation arising out of the assertion of an exemption to APRA regarding information belonging or pertaining to Firm, then Firm shall cooperate with IU in defending such proceeding or litigation and shall indemnify and hold harmless IU from and against any costs or expenses (including attorney fees) incurred by IU in doing so.

Notwithstanding any other provision of this Agreement, Firm shall reimburse IU in full for all direct costs, expenses, and liabilities incurred by IU as a result of Firm's failure to comply with the data confidentiality and security requirements set forth in this Agreement. This obligation shall include reimbursing the costs or expenses incurred by IU in providing any notices to parties whose data may have been exposed to unauthorized access as a result of Firm's failure to comply with the above data confidentiality and security requirements, as well as defending, indemnifying, and holding IU harmless from any third-party claims or causes of action of any kind arising from or relating to the breach of any warranty made by Firm under this Agreement. These remedies shall be in addition to any other remedies provided within this Agreement or otherwise available under applicable law.

IU reserves the right, but is not obligated, to require the Firm to provide UISO with the results of:

1. an audit of security policies, practices, and procedures on an annual or biennial basis, to be performed by a third party approved by IU.
2. a vulnerability scan, performed by a scanner approved by IU, of the Firm's systems that are used in any way, or that interact with systems used in any way, to provide service(s) under this Agreement or perform data activities with respect to IU data; and/or
3. a formal penetration test, performed by process and qualified personnel approved by UISO, of the Firm's systems that are used in any way, or that interact with systems used in any way, to provide service(s) under this Agreement or perform data activities with respect to IU data.

**G26 Indemnification**

Contractor 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, its agents or employees, or by its subcontractors of any tier, their agents or employees, whether through negligence or willful act; and Contractor shall at request of the University undertake to investigate and defend any and all such claims or suits against the University.

**G27 Insurance**

Minimum insurance requirements are listed in Appendix C.

***Section H. Proposal Response***

The following section comprises operational questions, the responses to which will be used to evaluate proposals received. The Participant's response to this proposal should include answers to the following series of questions. So that the RFP Team can easily follow the questions and responses, please assure that the question is stated immediately before the response. Please provide a schedule of fees and charges for all services offered by the Contractor. Where a cost will be associated with any component in Section H, please include that cost in sections H8 and H9. Any deviation from this format and sequence may result in the proposal being immediately rejected.

H1 All proposal responses must include:

H1.1 The name, title, address, phone and fax number, and email address for the duly authorized agent submitting the proposal.

H1.2 Description of company, including an organizational chart.

H1.3 Documentation of 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.

H1.4 Completed Non-Collusive Certificate (attached as Appendix A).

H1.5 Discuss current supplier diversity participation by your company (attached as Appendix B).

- H1.6 Three references from clients for whom you have done similar work. Please include the client, the project you completed, and a contact person with their name, phone number and e-mail.
- H2 Describe in detail your company's capability of providing the fulfillment, warehousing, and sales representation services specified in Section F. Do not use boilerplate marketing materials, but speak very specifically to the scope in Section F.
- H3 Describe in detail other services your company has executed in the past 3-5 years.
- H4 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.
- H5 Describe the individual staff members in your company that would be assigned to this project and include their resumes.
- H6 Service Details:

H6.1 History and Background of Participant

A. Identify any litigation or claim brought against your company within the last five (5) years.

B. If your company is currently for sale or involved in any transaction to expand or to become acquired by or merged with another organization, please explain. If your company has been involved in any reorganization, acquisition, or merger within the last two (2) years, please explain.

C. Provide a complete organizational chart of your Logistics Services & Sales Representation (Field Sales/Inside Sales) operations, including information technology support.

D. What are your current hours of operation for your corporate offices and distribution centers and describe your staffing levels during normal business hours and peak seasons/holidays? How much additional staff is hired during peak seasons? How are the additional employees trained? If offered, do guaranteed service levels change during these times?

E. Provide a description of the facility/facilities where Indiana University Press's inventory will be housed and distributed (square footage, height, racking information, etc.). Do you have capability to store and ship non-book items (i.e., CD's, DVD's, etc.)?

F. Describe site security including fire protection, environmental controls, and theft protection, and addition to insurance protection.



G. What are the average inventory quantities in your warehouse and on an average how many units are shipped weekly?

H. Do you have a print-on-demand (POD) service available located at or near your facility? Is the POD service operated by your employees or a third party? Please provide rates, fees, and requirements to participate in the POD program?

## H6.2 Participant's Operational Questions

A. Exhibit A is a diagram of IUP's dataflow between various systems to support our business. Cat's Pajamas from Media Services Inc. is IUP's book fulfillment system. Allbooks (Filemaker) is IUP's title management database. KFS is the IU Kualu Financial System.

a. Provide a diagram of your proposed data flow between IUP systems (The Cat's Pajamas and Allbooks/FileMaker) and Participant systems, indicating where data is transferred or exchanged and where an interface or new programming is required. Indicate which systems IUP is allowed to access. (Note: Cat's Pajamas may not be retained as IUP's publishing business software.)

b. Describe how IUP would access pertinent sales and inventory data to ensure that we could update our systems appropriately. Please address the following in your description:

- i. Online access of data
- ii. Monthly reports (electronic or paper)
- iii. Are you able to send customer specific file formats for uploading data into our systems?

B. Are online access of data, monthly reports, and customer specific files included in your standard service or do these services have additional fees associated with them? If additional fees are associated with the services outlined above, please provide a summary of fees. What is your procedure for making programming changes to enable the IUP system to interface with yours? What are the costs, if any, for programming changes?

C. Additionally, please indicate which of IUP's software will be retained in your proposed workflow solution and which of IUP's software will not be necessary.

D. How many IUP users can access Participant fulfillment system simultaneously? If fees exist to access the fulfillment system, please describe.

E. Does your system feed book metadata to distribution channels (ONIX)? If so, how often do you feed data and how would you provide the exception reports to IUP? Please list any fees associated with this service.

F. Please provide a brief description of your fulfillment software including, but not limited to, the following:

- a. Name of the system
- b. Version number
- c. Is software purchased or internally developed?
- d. How often are updates applied? (i.e., scheduled updates and/or as needed)
  1. Please describe the communication and training process related to the updates to IUP (if applicable).
  2. Are the updates applied to a test environment prior to moving to production?

G. What are your system and data backup procedures?

H. Please describe your disaster recovery plan. The description should include both physical plant and system recovery.

### H6.3 Data Conversion/Physical Movement of Inventory

A. Please provide a description of the data conversion process. This description should include but is not limited to:

- a. Who is responsible for converting the data?
  - i. If the Participant is responsible for converting the data.
    1. Do you have experience converting other customers using the same software? If so, would you be willing to provide references if requested?
    2. What data will you need from IUP to convert the data (i.e., book data, sales history, royalty/sub-rights/permissions information, customer data)
- b. If IUP is responsible for converting the data, what information will you provide to us to ensure that the data is converted correctly? For example, would you provide file layouts along with business descriptions of each field? Is the conversion of data considered a start-up cost and factored into the standard pricing (described in section H8) or are there additional costs associated with conversion? Please list all costs associated with conversion.
- c. Please describe the validation process in terms of conversion. Will IUP have an opportunity to view its data in a test environment prior to loading data into production?

B. What is your suggested sequence and timeline for converting data (i.e., book

data, sales history, royalty information, and customer data)?

- C. Summarize the procedure and timeline for moving current IUP inventory to Participant warehouse.
- D. Please describe the costs to IUP associated with moving IUP book inventory to Participant warehouse.

#### H6.4 Order Entry

- A. Describe your order entry process for trade and non-trade accounts as well as individual consumers.
  - a. The description for each type of customer should address the Participant's procedure for taking orders by fax, toll-free phone, and EDI feeds along with any other methods that are being used.
  - b. Currently, the IUP website allows customers to purchase products directly.
    - i. Are you able to provide a mechanism for individual consumers to order directly from your website?
    - ii. Are you able to fulfill orders taken by the IUP website? What is your procedure? See specific questions in H6.5.
- B. Does your fulfillment system allow for backorders on books not yet published?
- C. Please provide current reports related to customer service metrics (average hold time, dropped calls, time to answer, etc.)
- D. What will be the process to train customer service and/or sales representatives on IUP titles? Will you allow IUP to monitor a customer service or sales call with an IUP retailer or wholesaler.
- E. Will IUP have a dedicated customer service representative and phone number?
- F. Will IUP be able to set the discount structure by title & customer?
- G. What is Participant's policy for IUP offering promotional discounts? Does IUP have the ability to track sales data by discount/promotion code?
- H. How are customer payment terms established? What are your current customer terms? Do you guarantee payment on customer accounts?

- I. Does Participant or IUP set shipping rates for domestic and foreign delivery for individual orders? If Participant sets rates, what are your current shipping rates for consumer orders and how are they determined?

#### H6.5 IUP Web Fulfillment

IUP currently sells books, eBooks, and other products from its website. Indiana University policy requires IUP to use an approved 3<sup>rd</sup> party to conduct the monetary collection of the funds.

- A. Describe the procedure for processing orders from the IUP website.
- B. Can Participant allow for backorders on books not yet published?
- C. Can IUP track/view online orders and the status of orders?
- D. Do you charge any kind of processing fee for orders automatically transmitted from our website?
- E. Will IUP website customers be able to access order status from start to delivery including tracking order through the shipping process?
- F. What data feeds can you accept from IUP website?

#### H6.6 Warehousing/Shipping

- A. Describe your inventory picking software and hardware if you do not pick by paper.
- B. What is the process for receiving books from printers?
  1. What is the typical timeline from receipt of stock to available for sale?
  2. Describe the backorder release process for a new title. Does the Participant require street dates for products?
  3. What is the Participant's process for providing IUP information on overages, shortages and/or damaged stock.
- C. Describe the pick/pack/ship process from the warehouse.

1. How quickly are orders fulfilled? Please provide current statistics on how quickly orders are shipped.
2. Does the Participant consolidate IUP orders with other publisher orders for shipping? How do you determine mode of shipments and freight rate? Is this information available to IUP for inbound logistics planning? Are there any national freight or parcel shipment carriers that the Participant does not use?
3. What is the procedure for making the customer aware of the status of their order (invoice, packing list, email confirmation, tracking number, EDI, etc.)?
4. Please provide current report on inventory accuracy and picking error rate. What key performance indicators do you track on a daily/weekly/monthly basis? How is this information used and will it be shared with IUP?
5. Does Participant insert promotional material (catalogs, flyers, etc.) in customers' package? Are there additional costs associated with material handling?
6. Will Participant be able to jacket and/or re-jacket books when necessary? Will the Participant be able to re-(price) sticker books, apply bar codes, repackage, insert errata sheets, or otherwise recondition books as needed? Are there costs associated with these processes?

D. What are your EDI capabilities? Please list customers that you currently service for each EDI function:

1. Purchase Orders
2. Purchase Order Acknowledgement
3. Invoices
4. Advance Ship Notice
5. Advance Return Notice

E. How are rush orders handled? Are there additional costs associated with rush orders? What are standard cutoff times for rush & regular orders.

## H6.7 Inventory Control:

- A. What notification procedures do you have for:
1. Low stock
  2. Excess stock – what is considered excess inventory (title line-ups, physical space occupied, etc.)? How do you charge for excess inventory?
  3. Lost inventory & internal product damage - Who bears responsibility for these costs?
  4. Backorders
- B. Can IUP administer its own inventory write-down policy, tracked, and reported using the Participant's fulfillment system?
- C. Describe your physical inventory counting procedures, including resolution of differences.
- D. What is the procedure for IUP auditors to inspect and verify the physical inventory?
- E. How often does Participant conduct a physical inventory? If Participant operates a cycle counting program in lieu of conducting annual physical inventories, has an outside accounting firm reviewed the adequacy of cycle counting and inventory control procedures? What is the level of inventory accuracy? Please be prepared to provide the details and methodologies employed in your cycle counting program.
- F. If you operate a multi-facility warehousing environment, how is IUP's inventory allocated/transferred among warehouses to satisfy customer demand?
- G. Does IUP have sole discretion of what inventory to carry or does Participant have the ability to override IUP's inventory carrying decisions?
- H. Please describe the costs associated with inventory control. This should include, but is not limited to the following:
1. Standard costs associated with storing inventory in Participant's warehouse(s)

2. How do you charge for excess inventory? Please list costs.
3. Are there costs associated with remaindering or pulping inventory? Please list costs.
4. Are there costs to IUP for processing internal transfers between multi-facility warehouses? Please list costs in section.

#### H6.8 Digital Print/Drop Ship Services:

Lightning Source Inc., (LSI) provides digital print (DP) and drop ship services to IUP's customers. These titles can be ordered from LSI in the US, UK, and Australia. Invoices for printing and shipping charges are denominated in US dollars, British pounds, and the Australian dollar respectively.

- A. Are you integrated with LSI for DP and drop ship capabilities? If not, will you develop a solution with LSI? Or what is your proposed solution for DP and drop shipments?
- B. How are book print costs, handling costs and shipping costs charged and paid between IUP and Participant?

#### H6.9 External Sales & Foreign Warehouses:

IUP generates sales from various external sources that will not involve shipping to end customers or fulfillment services from IUP Participant. Payments from external sources and foreign warehouses (i.e., foreign distributors) usually consist of a sales value net of a printing, royalty charge or service fee.

- A. Describe how Participant will record shipments to and returns from external sources or out of foreign consignment warehouses in US dollars. Do you charge shipping/handling fees on these shipments? What are the charges to include external sales data in Participant fulfillment system sales reports?
- B. Describe the process for shipping inventory to foreign consignment warehouses.
  1. Do you currently have relationships with foreign distribution companies? Please list them.
  2. Please provide cost associated with shipping goods to foreign locations.
- C. Describe your current program to provide sales representation.
  1. Do you have internal and field sales representatives that will provide

sales coverage?

2. Is the sales representation optional or part of your agreement? Please describe.
  - a. If optional, what cost is associated with your program? What is included in the program (catalogs, sell sheets, types of reports available to the publisher)?
  - b. What markets do they cover? Is it possible to use your services to handle some channels of the markets while IUP manages selected accounts?

#### H6.10 Accounts Receivable & Collections:

- A. What methods of payment are accepted? Do you guarantee payment to IUP of customer receivable balances or does IUP bear risk of non-payment?
- B. How often are statements produced? Are they sent electronically or by mail?
- C. How are credit limits determined and managed? Can IUP override credit holds?
- D. What are your standard collection procedures?
- E. Who bears the cost of any bad debt write offs, short payments, etc.?
- F. Are payments of net sales to IUP based on net sales or cash collected? What is the timing of payment to IUP? If you offer activity-based pricing, instead of or in addition to percentage of revenue pricing, please list the rates for all services provided.
- G. IU prefers to receive all revenue no later than 90 days but preferably 30 days after the vendor collects the funds. How would funds be remitted to IUP and how often?
- H. Will all net revenues and charges be itemized on a monthly statement to IUP? Please provide a sample statement.

#### H6.11 Returns/Damaged Books:

Describe your procedure for shipments of returned IUP titles to include;



- A. Does IUP or Participant set return policy? What is Participant's return policy?
- B. How is salability of returned item determined?
- C. How is the amount of credit to the customer determined?
- D. How are damaged books discarded? How often are they discarded? How charged? Charged for pulping? Do you provide Certificates of Destruction?
- E. For non-wholesale/institutional customers, are credits issued in the form of cash refunds or as credits against outstanding invoices or future purchases?

#### H6.12 Royalties

IUP uses a royalty period of Jan. 1 through Dec. 31<sup>st</sup> or Jan. 1-Jun. 30 & Jul. 1-Dec. 31. Royalty payments are paid annually on February 15<sup>th</sup> or semi-annually on February 15<sup>th</sup> & August 15<sup>th</sup>.

- A. Does the Participant's system allow for multiple royalty scenarios (i.e., multiple royalty payees for one book, multiple royalty percentages by quantity sold (escalators), joint accounting, and multiple royalty percentages for different types of sales (such as U.S. vs. foreign or discounted sales)?
- B. Will the Participant provide IUP with year-end (Dec. 31<sup>st</sup>) royalty statements by Jan. 31 or semi-annual statements by Jan. 31 & July 31?
- C. Will IUP be able to manage royalty and permission/sub-rights/electronic sales/licensing income data in Participant's system?

#### H6.13 Sales Tax & Canadian GST Tax/Taxability of Inventory:

- A. Describe the sales tax procedures currently used, including responsibility for collecting and remitting sales tax.
- B. Describe the procedures for collection and remitting GST taxes for Canadian customers.
- C. Would our book inventory be subject to state or local inventory or business personal property tax in the tax jurisdiction in which your warehouse facility is located? Are sales of our books subject to state or local corporate income tax in the tax jurisdiction in which your warehouse facility is located? If taxes apply, are they incorporated in the rate applied against net sales or is this an additional charge?

#### H6.14 Conference, Exhibits, Other Marketing Activities:

- A. Describe how you currently handle review copies, gratis (free) copies and exam copies for your fulfillment clients? Provide any additional costs associated with this service. Can Participant track and report “free copies” by various types?
- B. Describe your process to communicate bad address information to IUP from undeliverable review and gratis copies.
- C. Does the Participant offer exhibition shipping/receiving services, i.e., shipment of exhibit materials/books? How are the logistics handled? What do you charge for these services?
- D. Describe procedures for shipping inventory to conferences, tradeshow, conventions, etc. Describe procedures for returning unsold inventory.
- E. How are exhibit book sales processed? What methods of payment are acceptable?
- F. Are you able to ship non-inventory items such as catalogs either separately or with customer orders?
- G. How are changes to special orders (e.g., address changes, order cancellation) communicated to the Participant?

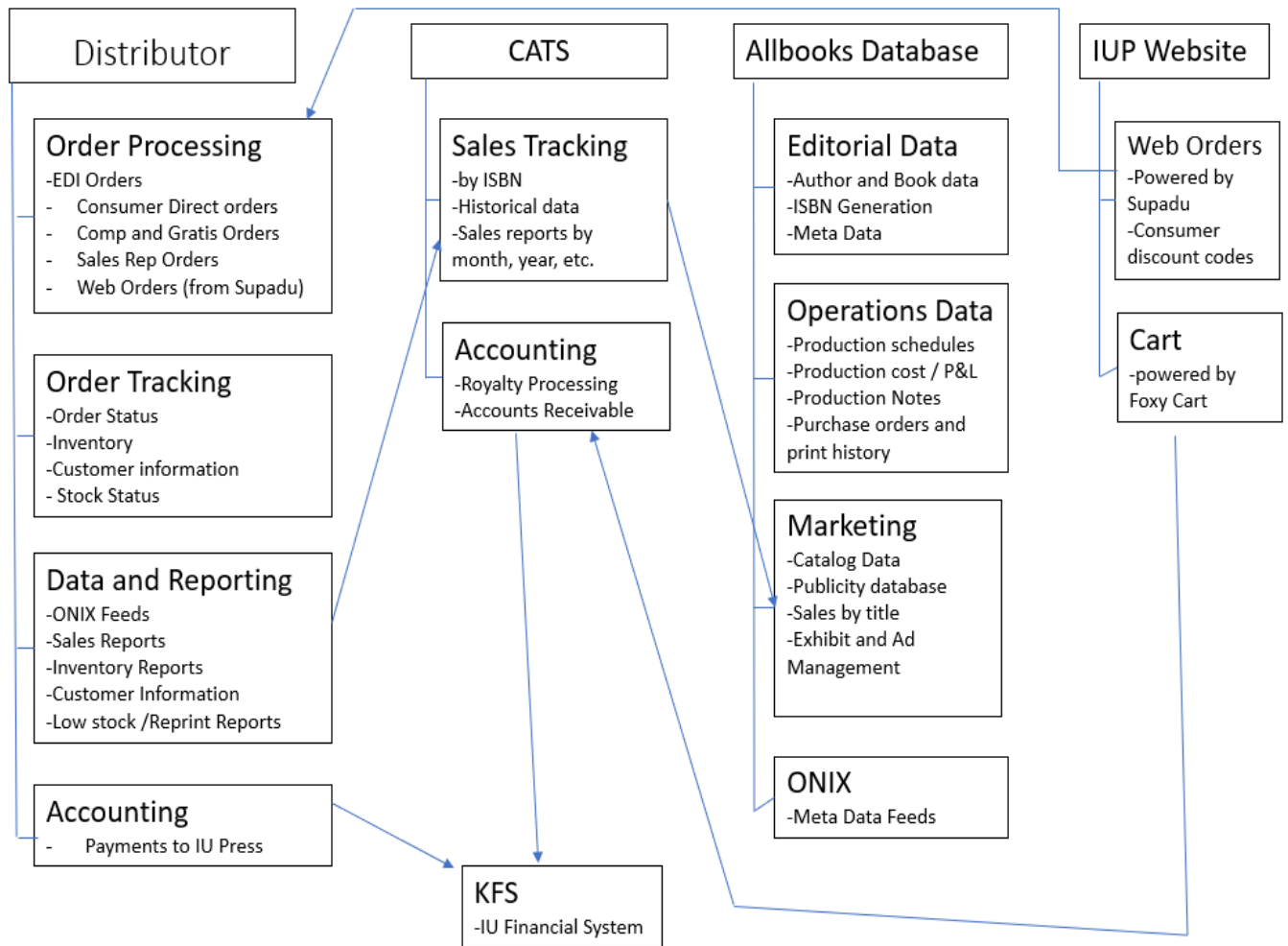
#### H6.15 Reports

- A. Please provide a list of standard reports available from your system or Web-based data reporting (order status, receipts, inventory management, shipment tracking, royalties, sales commissions, etc.). What is the common searching/filtering parameters?
- B. Discuss report format (excel, pdf, txt, etc.) and method used to deliver reports to IUP? (i.e., e-mail, online access, etc.)
- C. Will IUP have the ability to request special reports and what are the costs to IUP associated with developing and delivering these reports? Does the Participant’s warehouse management/fulfillment software include an end-user ad hoc query or report-writer tool provided to IUP?

#### H6.16 Other Questions:

- A. After review of this RFP are there other services that the Participant may provide that would benefit or provide a cost savings to IUP?
  - B. What type of system training does the Participant provide to IUP? Where will the training take place?
- H7 Describe how you would break down this project into specific tasks with a timeline and additional costs, using the scope in Section F as a guideline.
- H8 Pricing Information: Indiana University would like pricing information on the following service levels:
- 1. Warehousing and Fulfillment
  - 2. Sales Representation
- H9 Please provide a summary of all costs for providing warehouse and fulfillment for IUP that is inclusive of all components throughout this document. Please include all additional costs that are not listed in H8.
- H10 Signature: The submission must be signed by a legally authorized agent of the firm.

## Exhibit A - Marketing Data Flow Chart



**APPENDIX A  
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 request 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.
3. No employee, agent or consultant of Indiana University has received or will receive any payment or any other form of compensation from Contractor because of award of an agreement or promise of award to Contractor.

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

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

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

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

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

**APPENDIX B**

**SUPPLIER DIVERSITY INFORMATION**

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

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

Indiana University encourages participants in this RFP to become involved in our Supplier Diversity Program.

The Supplier Diversity Program tracks businesses that qualify as Minority (MBE), Small Disadvantaged Business (SDB), Women-Owned Business Enterprises (WBE), HubZone, or Veteran Owned Business Enterprises.

To qualify as one of the above business classifications, your company must be at least 51% owned, controlled, and actively managed by a person in one of the categories listed above. For more information, please go to this website: <http://www.indiana.edu/~busdiv/>

State your company's status:

_____	Small Business	_____	WBE
_____	SDB	_____	HubZone
_____	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 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: \_\_\_\_\_

## APPENDIX C

### INDIANA UNIVERSITY

#### Minimum Insurance Requirements for Supplier and Non-Construction Contracts

##### Obligations of Supplier

Supplier (whether corporation, sole proprietorship, or partnership) shall procure and maintain during the term of the contract insurance of the types of coverages and minimum limits as identified here and shall provide the Indiana University (IU) with Certificate(s) of Insurance evidencing these coverages prior to the beginning of the contract.

- It is the responsibility of the Supplier to become familiar with IU's insurance requirements and to ensure that they can meet these requirements prior to signing of any contract(s). Please provide this exhibit to your insurance agent so the correct certificate can be issued without delay.
- No Supplier shall provide contracted services, and shall not be paid for any contracted services, until proper certificate(s) of insurance have been submitted to and approved by the IU. All required insurance policies shall be written by a company(s) authorized to do business in Indiana. IU shall not be liable to any person for the failure of the Supplier to carry specified insurance.
- If any part of any coverage includes a deductible, self-insurance, a captive insurance company or a fronting arrangement, the amount so covered must be disclosed on the certificate or in a separate letter from the Supplier. IU reserves the right to approve of this coverage.

##### CERTIFICATE HOLDER:

The Trustees of Indiana University  
c/o Office of Insurance, Loss Control & Claims  
2805 E. 10th St. Bloomington, In. 47408

##### Insurance Requirements

###### 1. General Liability

- Each occurrence: \$1 million
- Providers of alcoholic beverages: The minimum limit is \$3 million **per occurrence**, at least \$1 million primary coverage, and any combination of primary and umbrella coverages.
- Products: \$1 million per occurrence
- Damage to premises: \$500,000
- General aggregate: \$2 million (except alcohol providers: \$3 million)

###### 2. Automobile Liability

- The box(es) that is/are checked must include a check in the box for Any Auto or All Owned, Hired and Non-Owned Autos
- Combined Single Limit coverage: \$1 million.
- If separate Bodily Injury and Property Damage limits are purchased, each must be \$1 million.



### 3. Excess/Umbrella

- Excess coverage per se is not required. However, any of the dollar amount requirements can be met by a combination of primary and excess coverage.
- Excess/umbrella coverage must be per occurrence coverage.

IU reserves the right to require increased limits of coverage if, in the opinion of IU, any provision of the contract includes products or activity that is hazardous in nature or poses a higher than usual risk.

### 4. Worker's Compensation

If the Consultant works on any of the Owner's properties (excluding occasional visits to campus) they shall procure and maintain a Workers' Compensation policy to cover its obligation under the applicable laws of any state or federal government to its employees employed on the jobsite or elsewhere on this project, including its liability as an employer under common law (commonly known as Employer's Liability Coverage "B") with limits of not less than that listed below. **If required, before commencing work**, IU must be able to verify the company's worker's compensation coverage at <https://www.ewccv.com/cvs/?ref=https:%2F%2Fwww.in.gov%2Fwcb%2F2590.htm>. If the Consultant is required by the Owner to carry workers compensation insurance but is not required by law to carry workers compensation insurance then a Certificate of Exception must be obtained from the State. See <http://www.in.gov/dor/4473.htm>. Form WCE-1 can be obtained at <https://forms.in.gov/download.aspx?id=7134>.

Worker's Compensation:	Statutory
Employer's Liability:	\$1,000,000 each accident or disease \$1,000,000 policy limit \$1,000,000 each employee

### Insurance Policy Endorsements

All insurance policies must provide the following endorsements to the policy and must be noted on the certificate(s):

5. Additional Insured Endorsement (CG2010 10 01 and CG2037) or equivalent form required on General Liability, Automobile Liability and Excess/Umbrella Liability policies naming the IU and/or Other Parties as defined in the contract. IU shall be identified as: "The Trustees of Indiana University, its officers, agents and employees." If additional insured status is automatically granted by the insurance form "where required by written contract" then it is sufficient to note that on the certificate with a reference to the form number. This must include information about the Excess/Umbrella coverage, e.g., "Excess coverage is following form."

6. Waiver of Subrogation on General Liability, Automobile Liability, and Employer's Liability/Worker's Compensation Policies in favor of IU.

7. All insurance policies shall be primary and non-contributing with respect to any insurance carried by IU and shall contain a severability of interest's clause in respect to liability, protecting each insured as though a separate policy had been issued to each.

8. All policies shall contain a covenant requiring (30) days written notice by the insurer to the Indiana University Office of Insurance, Loss Control & Claims before cancellation, reduction, or other modifications of coverage for any reason, whenever possible.

### **Certificate Details**

#### **Description of Operations**

If there is a purchase order to which this coverage applies, the DOO must include the Indiana University purchase order number

#### **Insurance Companies**

All insurance carriers selected by Supplier must be rated "A-" or above in the most recent edition of the "A.M. Best's Key Rating Guide. "

#### **Hold Harmless Agreement**

Supplier shall indemnify and save harmless IU from any and all losses, costs, damages, liability and expenses, including reasonable attorney fees, arising out of or in conjunction with claims or suits for damage to any property and/or injury to persons, including Supplier's employees, including death, alleged or claimed to have been caused by or through the performance of the contract or operations incidental to the contract by the Supplier, its agents or employees, whether through negligence or willful act; and Supplier shall, at the request of IU, undertake to investigate and defend any and all such claims or suits against IU.