



INDIANA UNIVERSITY
PURCHASING DEPARTMENT

Request for Proposal

For

**Preferred Providers for Administrative and/or IT Support
Temporary Staffing Services**

RFP-PRO-1743-2025

Final response due no later than

5:00 p.m. (ET-Indiana) on Friday, April 11, 2025

Issued by:

Stephanie Shockley
Strategic Sourcing Manager
Email: sfarrel@iu.edu
Issued: 3/14/2025

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Section B. Purpose

Indiana University (IU) is requesting proposals from companies interested in becoming preferred suppliers to provide as-needed cost-effective temporary staffing employment services in the areas of administrative and/or IT support. Please note that IT staffing consists of temporary positions such as help desk and IT support. Project based IT services such as development work may be bid separately on a project-by-project basis, depending on overall project cost.

Companies who submit successful proposals will enter into a Framework Service Agreement (“FSA”) and will be placed on a Preferred Supplier list. As such, this RFP will result in multiple participation award contracts, the first step in a two-step procurement process. Successful placement on the Preferred Supplier list provides eligible companies with the ability to provide Temporary Staffing Services on an as-needed basis. It is not a guarantee that IU will request the supplier to provide the services. The second step involves the solicitation of a written quotation (Statement of Work or “SOW”) for each temporary staffing assignment required. A separate Purchase Order will be issued for each SOW.

The intent of this Request for Proposal (RFP) and the ensuing process is to provide companies with the information, requirements, and specifications necessary for the preparation of a professional and comprehensive proposal. Specific terms and conditions are outlined.

Selection of successful companies (Suppliers) will be based upon the following factors:

- Ability to meet Statement of Needs
- Ability to meet Compliance Requirements
- Price
- Acceptance of Terms and Conditions
- References

These criteria are listed in order of importance.

The University reserves the right to reject proposal submissions from Companies that are not primary contractors and/or utilize subcontractors.

As used within this RFP, “Participant” shall refer to those companies receiving and responding to this RFP. “Supplier” shall refer to the successful Participant(s) of the process. “University” shall refer to Indiana University.

Section C. Background

Indiana University is one of the largest universities in the nation and spans the state with nine campuses. Founded in 1820, Indiana University is a public, multi-campus, state-supported educational institution

with undergraduate and graduate full-time equivalent students from throughout the U.S. and the world exceeding 90,000. It has more than 23,000 faculty, professional and support staff that support its educational, research and public service missions.

For more general information about the institution, please visit the institution’s home page at <https://www.iu.edu/>.

Section D. Proposal Instructions and Conditions

Reference Prerequisites Section – Proposal Instructions and Conditions

All questions and inquiries regarding this document should be submitted via the JAGGAER Supplier Portal. If you experience issues, please contact **Stephanie Shockley**, *Strategic Sourcing Manager*, at sfarrel@iu.edu. EXCEPT FOR CASES AUTHORIZED IN WRITING BY **STEPHANIE SHOCKLEY**, DURING THE DURATION OF THIS RFP PROCESS, THROUGH SELECTION AND NOTIFICATION, ANY COMMUNICATION BY PARTICIPANTS WITH INDIANA UNIVERSITY STAFF OTHER THAN **STEPHANIE SHOCKLEY** MAY RESULT IN IMMEDIATE REJECTION OF THAT PARTICIPANT. Questions regarding this RFP should be submitted through the Q&A Board within the Supplier Portal. Questions asked after the deadline may not be answered.

Please note that all prerequisites must be agreed to before a proposal can be submitted. Any requested edits to the prerequisites can be submitted as an Addendum to the participant's proposal. If needed, negotiations related to the language in the prerequisites will occur before an award is made.

Section E. Event Schedule

ACTIVITY	DATE
Request for Proposal issued.	3/14/2025
Participants’ questions concerning the proposal must be received no later than 5:00 pm Eastern Time.	3/21/2025
An email response or status of response will be provided no later than 5:00 pm. If the information is related to substantive content of the RFP, then clarifications will be sent to all known participants of the RFP.	3/28/2025
Proposals due by 5:00 pm Eastern Time	4/11/2025
Remote or on-site presentations will be scheduled as deemed necessary	TBD
Selection of Supplier(s) on or about	6/6/2025

Section F. Statement of Needs

F1 Objectives

Indiana University’s Office of Procurement Services would like to select Participants to be preferred suppliers for as-needed temporary employment services. The selection of preferred suppliers will allow the University to pursue efficient use of available resources and allow for a cost effective solution to staffing needs. It is expected that the preferred suppliers chosen as a part of this process will remain in place for at least 5 years with a mutually agreed upon option to renew in two-year increments. Once the suppliers are in place, Procurement Services shall call

upon these Suppliers to provide as-needed temporary employment services to various University entities. A Purchase Order will be generated for each placement of a temporary worker.

F2 **Scope of Work**

This RFP contains instructions governing the responses to be submitted and the material to be included therein, a description of the services to be provided, requirements which must be met to be eligible for consideration, and contract terms and conditions.

Participant(s) must clearly demonstrate and provide documentation substantiating that they can adhere to policies or provide the services outlined in F2.1 – F2.16. University reserves, solely, the right to reject any response if the evidence or references submitted by such Participant(s) fails to satisfy University that said Participant(s) is/are capable in any of these areas. It shall not be the responsibility of University to request additional information to satisfy these requirements if such information is not provided with the submission.

- F2.1 Participant(s) must be able to provide timely placement of quality personnel when requested by a University entity (within 48 hours is preferred).
- F2.2 Participant(s) must be able to provide flexibility when requirements change during each individual placement.
- F2.3 Participant(s) must have standard procedures for replacing personnel who are unacceptable to IU, leave for permanent employment elsewhere, or otherwise cannot provide the temporary services as needed.
- F2.4 Participant(s) must have a standard training and screening process for all potential placements at University to ensure a good fit.
- F2.5 Participant(s) must allow University to request certain employee skills tests (i.e. typing, software skills tests, etc.) and to see the results of such testing before placement of an individual.
- F2.6 Participant(s) must allow University to screen potential candidates before the individual is placed with University, if requested by IU.
- F2.7 Participant(s) must have a standard process for dealing with any placement conduct issues during or after placement.
- F2.8 Participant(s) must have a standard process in place that will allow University to disallow any individual from future placement with University.
- F2.9 Participant(s) must be able to provide annual reports to University that indicate daily, weekly, monthly, and yearly staffing placements by individual by department.
- F2.10 Participant(s) must be able to provide optimum pricing for all levels of temporary workers. Participant(s) must provide separate prices for temporary workers enrolled in Participant's ACA compliant health coverage and prices for temporary workers who choose not to enroll in Supplier's ACA compliant health coverage.
- F2.11 Participant(s) must be able to provide optimum pricing for "temp-to-hire" situations.
- F2.12 Participant(s) must be able to comply with University background check policy prior to any placement. Background checks include both a "Criminal History Check" and a "Sex and Violent Offender Registry Check". Definitions of the referenced background checks are listed at: <https://policies.iu.edu/policies/hr-02-10-background-checks/index.html>.

- F2.13 Participant(s) must be able to comply with applicable University policies found at: <http://www.policies.iu.edu>. In addition, Participant(s) must affirm that Supplier's employees and agents, while on University's premises, shall comply with and observe all applicable rules and regulations concerning conduct on University's premises.
- F2.14 Participant(s) must be able to screen potential placements who have a "no hire" status with University and/or respect University decision to refuse a potential placement.
- F2.15 Participant(s) must be able to flag potential placements who have a current position, in any capacity, at University.
- F2.16 Participant(s) must be the primary contractor. Subcontractors are not acceptable to fulfill the role of preferred supplier.

Section G. Terms & Conditions

Reference Prerequisites Section – Terms and Conditions

Section H. Proposal Response

Please respond by entering your responses within the portal. Other requested information may be uploaded under the Supplier Attachments section.

Section D. Proposal Instructions and Conditions

- D1 All questions and inquiries regarding this document should be submitted via the Question and Answer Board. EXCEPT FOR CASES AUTHORIZED IN WRITING by the contact listed for this RFP, during the span of the activity calendar indicated in this Solicitation (RFP issuance through official notification of award/non-award), participants are to communicate only with the listed contact. The Question and Answer Board is the preferred method of contact. A participant(s) who contacts any other individual directly by any means regarding this Solicitation, without the approval of the contact listed for this RFP may, at the University's discretion, be eliminated from all further consideration. 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.

Issuing Office:

This RFP is being issued for Indiana University by the issuing office listed below. The issuing office is the sole point of contact for this RFP. Please refer all inquiries to:

Stephanie Shockley
Strategic Sourcing Manager
Indiana University
Office of Procurement Services
986 Indiana Avenue
Bryce Building, Ste. B311
Indianapolis, IN 46202
Voice: 317-274-7482
Email: sfarrel@iu.edu

Only information supplied by the issuing office, including responses to questions regarding the RFP, should be used in preparing proposals. Any and all other contacts or information received regarding IU's Temporary Staffing Services requirements prior to the release of this RFP should be disregarded in preparing responses.

From the issue date of this RFP until a determination is made regarding the selection of qualified suppliers, all contacts concerning this RFP must be made through the issuing office. Any violation of this condition is cause for IU to reject a participant's proposal. If it is later discovered that any violations have occurred, IU may reject the proposal.

- D2 The proposal must be received by the specified due date and time.
- D3 Office hours are: Monday through Friday, 8:00 am-12:00 noon and 1:00-5:00 pm EST-Indiana.
- D4 The University reserves the right to waive any irregularities, to reject any or all proposals, and to select the proposal that, in the sole opinion of The University, best meets The University's interests. The University also reserves the right to negotiate with potential bidders so that its best interests are served. Proposals will be evaluated on the assumption that the proposed rates are your most favorable.
- 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 Freedom of Information Act.

- D6 Participants may withdraw their proposals prior to the closing date and time. The proposal constitutes an offer by the participant, which shall remain open and irrevocable for a period of 90 days.
- D7 After the RFP closing time, proposals will be opened and reviewed at the convenience of the University Purchasing Department. 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 The University reserves the right to award multiple contracts if deemed by University to be in its best interest. Consequently, any contract awarded does not provide supplier exclusive rights.
- D10 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.
- D11 If requested, participants must submit audited financial statements for the past two (2) years (or equivalent data) in order to demonstrate financial capability to provide the required services.
- D12 Participants may be invited to come to Indiana University to provide a presentation about their submission at their own expense.
- D13 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.
- D14 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. Accept, reject, or negotiate the terms of any proposal, or any parts thereof, for the purpose of obtaining the best and final offer;
 3. Reissue a Request for Proposal;
 4. Select the finalist(s) based on the University's analysis and evaluation of proposals submitted.
 5. Request presentations of proposals if the University feels further information is appropriate to the decision-making process.
- D15 The University reserves the right to use any and all concepts presented in any reply to obtain the most beneficial and effective path to achieving the desired goals. Selection or rejection of submittals shall not affect this right.
- D16 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.

D17 Selected suppliers will be considered “preferred suppliers” with respect to any work they are awarded. Any use of subcontractors must be approved in writing by IU. Contracted suppliers are encouraged to solicit quotes from Minority and Women-Owned Business Enterprises and Veteran Owned Business Enterprises when requiring subcontractors.

D18 In consideration of the Homeland Security Act, a Supplier selected by the University may by necessity become privy to infrastructure information that is proprietary and confidential. A selected Supplier may receive access to protected systems or media containing restricted information provided for the sole purpose of facilitating delivery of the services or product(s) requested in this Solicitation. The preferred Supplier may be permitted to use and/or retain such information by effecting a Non-Disclosure Agreement and providing a contractual guarantee that you will afford appropriate measures to secure the information provided to you. Further, you agree to return any such proprietary information at the completion or termination of contract.

D19 Contracts entered into as a result of this RFP are eligible for (optional) use by departments on all (9) nine campuses of Indiana University. Interested companies agree to supply services to IU as per the terms and conditions listed herein and in any resulting FSA.

1. One FSA will be issued to each selected supplier. The Office of Procurement Services will issue individual Purchase Orders against the FSAs.
2. This RFP shall not result in any exclusive rights for Suppliers.
3. The terms and conditions provided in this RFP are not negotiable.

D20 Preferred Supplier Contract Process

1. Initial FSAs will be in effect for a period of five years. If FSAs are extended in writing by mutual agreement, suppliers may provide updated rate sheets.
2. Participants should prepare rate sheets for various positions and for each campus in which they can provide services (rates may vary by campus).
3. IU reserves the right to screen each individual proposed by a Supplier. IU has the right of refusal, if it determines, in IU’s reasonable judgment, that the individual lacks sufficient knowledge or experience to perform the required tasks or is otherwise unfit to provide services at IU.
4. If any individual provided by Supplier(s) is unable to perform at an acceptable level, IU will have the right to request that the individual no longer perform services under the terms of the FSA. Supplier(s) will honor IU’s request to the extent feasible and consistent with its obligations under existing law and the terms of the applicable ordering document and engagement.
5. Supplier(s) will submit a separate invoice on a Purchase Order (PO) directly to IU for each job assignment. Each invoice must provide an itemized list of services provided to IU.
6. IU will pay Supplier(s) for supplying temporary staffing services based on the agreed upon and firm, fixed rates specific to the jobs staffed. IU will pay Supplier(s) a reasonable extra fee for each temporary worker who enrolls in Supplier’s health plan.
7. Supplier(s) will:
 - Make payments to their assigned employees weekly or bi-weekly.
 - Make all appropriate payroll deductions, including but not limited to, appropriate FICA, federal, state, and local income taxes.
 - Make all required workers’ compensation insurance payments.
 - Pay state and federal unemployment compensation.
 - Provide health insurance benefits pursuant to the Affordable Care Act.
 - Make required state and federal tax deposits.
 - Administer unemployment claims.
 - Prepare earnings records, paychecks, quarterly and annual tax reports and W-2s.

D21 Supplier(s) must accept responsibility for compliance with all applicable local, state, and federal laws, regulations, policies, and rules governing employment. Furthermore, Supplier(s) must indemnify and hold 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 arising out of or related to the employment of Supplier's employees for violations of state and/or federal employment laws (including but not limited to ACA, FLSA, FMLA, ADA, Title VII, Workers Compensation, and the Indiana Wage Claims Act).

Section G. Prerequisite Terms and Conditions

Suppliers will enter into a Framework Service Agreement (FSA) with IU which will include the following terms and conditions.

G1 Applicable Law

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

G2 Designation of Forum

Any legal action or proceeding arising out of or relating to this Agreement shall be brought in the Monroe Circuit Court in Monroe County, Indiana.

G3 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.”

G4 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.

G5 Agreement Assignment

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

G6 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.

G7 University Policies

Supplier shall comply with applicable University policies found at: <https://policies.iu.edu/>. In connection with the performance of work under this Agreement, Supplier agrees not to discriminate against any student, employee or applicant for employment because of age, color, disability, ethnicity, sex, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sexual orientation, or veteran status. Supplier further agrees to take affirmative action to insure equal employment opportunities. Supplier, 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. Supplier 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.

G8 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, with the exception of money already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of the Agreement may be extended, by mutual written consent, for a period of time equal to the time that such default in performance is excused.

G9 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.

G10 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.

G11 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.

G12 Independent Supplier Relationship

Supplier is an independent Contractor. The employees of Supplier are not employees of the University, and the employees of the University are not employees of Supplier. Nothing in this Agreement shall be deemed or construed to create a partnership, agency relationship, or joint venture between Supplier and the University. Supplier will have no authority to enter into contracts binding upon University.

G13 Endorsement

Unless specifically authorized in writing by the University Purchasing Department on a case by case basis, Supplier 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 Supplier's supplies or services.

G14 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.

G15 Open Records Law

Supplier 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 of the documents relating to this Agreement, may be required to be disclosed pursuant to that law. Supplier further acknowledges that certain categories of records or documents may not have to be produced pursuant to APRA. Supplier 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 Supplier of the fact and content of the request, b) consult with Supplier regarding whether or not the University is required to produce the documents, and c) disclose the records that University, in the opinion of the University’s legal counsel, is legally compelled to disclose.

In the event that University is made party to any proceeding or litigation arising out of the assertion of an exemption to APRA, Supplier shall indemnify University for all costs, attorney fees, awards, fines, damages or other monetary amount of any kind in accordance with paragraph with paragraph G23. Supplier shall cooperate with University in defending any such proceeding or litigation.

G16 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.

G17 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.

G18 Right to Audit

Financial Records will be maintained by Supplier for a period of three (3) years from the date the record is made. Supplier 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 Supplier and such inspection, examination, or audit is conducted during Supplier’s normal business hours. The cost of such inspection, examination, or audit shall be at the sole expense of University.

G19 Fitness for Work

Supplier 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.

G20 Non-Performance

In the event that Supplier fails to perform under the terms and provision of this Agreement, the Supplier shall at the University’s discretion, either:

- (1) Promptly refund to University all amounts paid by University for Non-Performance plus an equitable amount to be agreed upon by the Parties to account for the reduced functionality or value of any other services or Deliverables adversely affected by the terminated Agreement or;

- (2) 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 Supplier had Supplier not failed to complete the work.

G21 **Agreement Termination**

G21.1 Termination without Cause

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

G21.2 Termination With 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 notices, has corrected or has taken reasonable steps toward correcting the alleged breach, the non-breaching party may terminate the Agreement by giving ten (10) working days written notice to the breaching party of its intention to terminate the Agreement. Written notice of termination must be given by certified letter.

University may cancel the Agreement for breach of any material terms or provisions as determined by University, including but not limited to insufficient insurance coverage as outlined in the “*Minimum Insurance Requirements*”, service unsatisfactory to University, any cessation or diminution of service including but not limited to failure to maintain adequate personnel whether arising from labor disputes, or otherwise, of any substantial change in ownership or proprietorship of the Supplier which, in the opinion of the University, is not in University’s best interest. Written notice of termination must be given by certified letter.

G21.3 Payment Upon Termination

In the event that this Agreement is terminated pursuant to either paragraph G21.1 or G21.2, University shall, within sixty (60) days of the termination, pay Supplier for all fees and expenses for services rendered through the termination date and shall have no further financial obligation to Supplier.

G22 **Flowdown Language for Federally Funded Grants**

Supplier agrees to abide by federal contract agreements as appropriate for federally funded projects. Refer to this page for terms and conditions that are incorporated into this agreement by reference: <https://purchasing.iu.edu/resources/flowdown.php>

G23 **Indemnification**

Supplier shall indemnify, hold harmless, and defend 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 arising from or related to violations of state and/or federal employment laws (including but not limited to FLSA, FMLA, ADA, Title VII, Workers Compensation, and the Indiana Wage Claims Act); any breach of failure to adhere to the terms of the MSA; 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 Supplier, its agents or employees, or by its subcontractors of any tier, their agents or employees, whether through negligence or willful act; and Supplier shall notify University immediately of any such suit or claim and, at request of University, shall undertake to investigate and defend any and all such claims or suits against University.

G24 **Accessibility**

Supplier shall comply with the Americans with Disabilities Act (ADA) by supporting assistive software or devices such as large print interfaces, text-to-speech output, voice-activated input, refreshable braille displays, and alternate keyboard or pointer interfaces, in a manner consistent with the Web Accessibility Initiative Web Content Accessibility Guidelines 2.0 AA (<http://www.w3.org/WAI/guid-tech.html>). Supplier shall ensure that product maintenance and upgrades are implemented in a manner that does not compromise product accessibility. Supplier shall provide to Licensee a current, accurate completed Voluntary Product Accessibility Template (VPAT) to demonstrate compliance with the federal Section 508 standards (<https://www.state.gov/misc/207091.htm>). Supplier warrants the accuracy of the information contained in such VPAT and in any other documentation furnished to IU with respect to the accessibility of the product. If the product does not comply, the Supplier shall adapt the product in a timely manner and at no cost to IU in order to comply with applicable law.

G25 **Data Privacy and Security**

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

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

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

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

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

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

Driver's License Numbers: Indiana Code 4-1-11 and 24-4-9.

Credit Card Numbers: Indiana Code 4-1-11 and 24-4.9; the Payment Card Industry Data Security Standards.

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

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

Notwithstanding any other provision of this agreement, Supplier shall reimburse the University in full for all costs, expenses, and liabilities of any kind whatever incurred by the University as a result of Supplier's failure to comply with the above data confidentiality and security requirements. This obligation shall include defending, indemnifying, and holding the University harmless from any third party claims or causes of action of any kind arising from or relating to the Supplier's use, maintenance, or handling of University data received in connection with its performance under this Agreement. These remedies shall be in addition to any other remedies provided within this Agreement or otherwise available under law.

G26 Cancellation

A contract arising from a response to this solicitation may be canceled by the University without penalty if any of the following conditions exist during the life of the agreement: a.) Breach of contract; b.) The selected Supplier(s) fails to furnish goods and services required by any agreement arising from this solicitation. Performance in any agreement necessarily includes delivery and response times to goods and services outlined in this solicitation; c.) The contract was obtained by fraud, collusion, conspiracy, or any other unlawful means; d.) The selected Supplier(s) repeatedly fail to respond to requests for maintenance or other services within the time limits set forth in the agreement; e.) The University may, by written notice to a Supplier, cancel any contract if it is found by the University that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Supplier, or the agent or representative of the Supplier to any officer or employee of Indiana University with a view toward securing favorable treatment with respect to the awarding or amending, or making any determinations with respect to performing of such contract. In the event that a contract is canceled by the University pursuant to this provision, the University shall be entitled then, in addition to other rights and avenues, to recover or withhold the amount of the gratuities.

G27 Contract Separately

Any resulting Agreement does not provide Supplier exclusive rights to provide University the goods and services contemplated by the Agreement unless explicitly stated. University expressly reserves the right to contract separately with other Suppliers and to place orders in any manner deemed by University to be in its best interest.

G28 Intellectual Property

- (1) The Deliverables shall be deemed works for hire and, except as otherwise provided herein, the Deliverables (including all associated source code, documentation, and

modifications thereto) shall be the exclusive property of University. Supplier hereby assigns to University all right, title, and interest, including, without limitation, all intellectual property rights and copyrights, patents, and trade secret rights, in and to the deliverables, including any portion thereof that does not meet the definition of a work for hire.

- (2) Supplier agrees to execute and, if applicable, cause its employees and Suppliers to execute, all documents and to perform such other proper acts as University may deem necessary or desirable to secure for or confirm to University or its designee any of the rights herein conveyed or assigned.
- (3) To the extent any Deliverables are to contain or incorporate any materials previously developed by Supplier or developed by Supplier independent of this Agreement (collectively, "Supplier Components"), as between University and Supplier and provided that Supplier identified such Supplier Components to University in the applicable Agreements (including the Deliverable(s) into which the Supplier Component is incorporated), Supplier shall be the exclusive and sole owner of such Supplier Components. Subject to the license set forth in Section (4) below, Supplier does not assign or transfer any right, title, or interest in or to such Supplier Components to University.
- (4) Supplier hereby grants to University, and University hereby accepts, a perpetual, nonexclusive, worldwide, irrevocable, royalty-free, fully paid-up license to such Supplier Components sufficient to allow full lawful use of the Deliverable(s) incorporating such Supplier Components, including the use of such Deliverable(s) by University's agents and independent Suppliers and further including the right of University to create derivative works, license, sell, or assign such Deliverable(s) to any third party without the consent of Supplier.
- (5) Supplier may incorporate into the Deliverables any open source or third party software that it either owns or has a license to use; provided, however, that for software it does not own, it shall take all actions necessary to procure the necessary rights for University to use the software in accordance with the terms of this Agreement. All such components shall be documented to and approved by University in writing in advance or in the Agreement. To the extent that any license requires that modified source code be made publically available, Supplier shall obtain written consent from University before incorporating such code into the Deliverables. Supplier shall remain fully liable for any open source or third party software that it incorporates into any Deliverable.

G29 Immigration Laws

Supplier shall bear total responsibility for compliance with all federal and state immigration laws and ensuring that all temporary workers are eligible to work legally in the United States.

G30 Market Forces

During the term of this Agreement, University reserves the right to assess the market for services or other strategic developments corresponding to the service being provided by Supplier under this Agreement. At University's sole discretion, this market assessment will be undertaken no more frequently than on an annualized basis. If University determines that the market or strategic environments have substantively changed, Supplier agrees to enter price and service negotiations. University will provide Supplier the opportunity to demonstrate to University that it can meet or fulfill University's needs based on the then-current assessment of market or strategic environments. Upon assurance that Supplier can meet the then-current needs, University and Supplier can agree to proceed with the subsequent year contract. In the event that renegotiations do not result in mutually agreed upon terms, University, in its sole and unfettered discretion, may terminate this agreement.

G31 Independent Contractors

It is mutually understood and agreed that an independent contractor relationship is hereby established between Supplier and IU. Temporary Workers placed at IU are employees of Supplier, and at no time shall Temporary Workers be employees of University. Supplier assumes all liability and risk and acknowledges and agrees to be responsible for payment of wages to Temporary Workers, any and all employment related taxes, other costs and expenses associated with an employment relationship. Supplier acknowledges and agrees to provide at least the minimum legally required benefits to Temporary Workers, including unemployment insurance, worker's compensation insurance, and any other benefits. Supplier acknowledges and agrees to provide minimum essential health coverage as mandated by the ACA. Supplier will charge a reasonable extra fee for temporary workers who enroll Supplier's health plan. University shall not be liable for any claims, costs, expenses, damages, obligations, or losses arising from or in connection with the acts or omission of any Temporary Workers. Supplier shall indemnify University and hold it harmless against and from any such claims made or brought. University shall not be liable for any claims, costs, expenses, damages, obligations, or losses arising out of Temporary Workers' employment with Supplier.

G32 Damage Caused by Supplier or Temporary Workers

It is agreed that should any damage or loss be caused by Supplier, or its staff/employees to Indiana University facilities or equipment, Supplier will be responsible for the payment of the cost of any repairs or replacement required, and it is further understood that Indiana University will furnish Supplier with a detailed statement, no later than ninety (90) days following completion of repair work, of all such damages and cost of repair, less expected and normal wear and tear, provided said damage is reported to Supplier as soon as Indiana University becomes aware of any damage.

G33 Background Check

Supplier agrees to complete background checks for all of their employees that will be on Indiana University premises (see clause 3 below). At minimum, the background checks must comply with University policy.

Definitions:

- a. "Criminal history check" means verifying that the selected applicant or employee does not have any undisclosed criminal history in every jurisdiction where the applicant or employee currently resides or has resided.
 - b. "Sex and violent offender registry check" means verifying that the selected applicant or employee does not have undisclosed convictions of sex and violent crimes in every jurisdiction where the applicant or employee currently or has resided.
 - c. "PIC" Programs Involving Children - IU policy in place that covers when an individual may have access to minor children while performing services.
1. Background Check Policy link: <https://policies.iu.edu/policies/hr-02-10-background-checks/index.html>.
 2. All background check fees are included in the fee paid by University to Supplier, and University will incur no additional charges as a result of the background checks.
 3. The following checks must be completed prior to any placement with University.
 - a. SSN Validation (validates SSN issued prior to 2011 & compares to Social Security Master File)
 - b. SSN Trace (Sends SSN to credit agency to gather lifetime name & address history.
 - c. Lifetime State Criminal Search – based on addresses listed on initial order & SSN Trace checks state criminal records

- d. Lifetime National Database Search – National database maintained by Background Screening Firm (Such as KwikScreen by HireRight) that includes records from 1000+ sources including; county records, national security files, state DOC sources, sex offender registries from all 50 States, photos, etc.
 - e. Lifetime Federal Criminal Court database
 - f. Lifetime Sex and Violent Offender Registry check
4. The full “IU Standard Check” is required, a definition of the referenced background check is listed at https://policies.iu.edu/policies/hr-02-10-background-checks/index.html? gl=1*obmfus* ga*MzMyMDIxNTEuMTY4MDc4NDIwMw..* ga 61CH0D2DQW*MTY5MTY4MTE0MC4yOTguMS4xNjkxNjgxNjc0LjI1LjAuMA..#scope. Supplier will complete required background checks and provide to University prior to Contingent Worker beginning services.
 5. Background checks should be consistent with the EEOC’s Enforcement Guidance.
 6. As part of the review, Supplier will also provide opportunities for contingent worker applicant to explain their criminal history by providing any facts or circumstances that may lessen the severity of their offenses. Any such information that Supplier believes may explain any inaccuracies in the employees’ criminal record or otherwise may impact the determination that the conviction(s) pose an undue risk of harm to University will be discussed prior to placing any such Contingent Worker.
 7. Once Supplier obtains a background check that reflects any convictions, and has gathered any applicable information from the employee, such information will be shared with University for adjudication.
 8. Background checks to meet the requirement of University’s Program Involving Children (“PIC”) policy. PIC requires all of the above plus a recheck every 5 years. Should a Contingent Worker be placed with University more than 5 years, Supplier shall run a new background check according to IU guidelines and provide a report to University.
 9. Supplier shall submit a quarterly report to University containing the specific start date of assignment on all currently assigned Contingent Workers:
 - a. If the Contingent Worker left IU for any reason (reassigned by hiring company or another job) and returned later, use the most recent should they return to a University assignment.
 - b. If the Contingent Worker took a vacation of less than 4 weeks, the start date should not be adjusted.
 10. Supplier shall comply with applicable University policies found at: <https://policies.iu.edu/index.html>.
 11. Supplier will work with University to coordinate processing placements in accordance with university policies and procedures. University will make the final determination on accepting the placement.

G34 Reporting/OSHA

Supplier shall provide University with annual report of OSHA reportable claims. The report is due to University on or about January 20th of each year. The report shall include, but not limited to:

- Name of temporary employee.
- Date of incident.
- Injury/illness cause.
- Injury/illness type.
- All information required to complete the OSHA 300A form.

G35 Reporting

Supplier shall, at University's request, provide University with annual report including aggregate data of University's temporary workers' use. Other administrative annual reports may be developed as requested by University.

G36 Subcontractors

Supplier shall not utilize any subcontractors in performing any obligations hereunder without University's prior express written consent. If University does consent to a subcontractor, Supplier shall at all times remain liable for the actions and omissions of such subcontractor under this Agreement.

G37 Notices

With the exception of notice of termination, written notice called for in the Agreement may be given by personal delivery, first class mail, overnight delivery service, email 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 email or facsimile, when an answer back is received. Notices shall be sent to:

Indiana University	Supplier
Stephanie Shockley	NAME
Office of Procurement Services	COMPANY NAME/DEPARTMENT
986 Indiana Avenue	ADDRESS
Bryce Building, Ste. B311	
Indianapolis, IN 46202	
sfarrel@iu.edu	EMAIL ADDRESS
Phone: 317-274-7482	PHONE