



INDIANA UNIVERSITY
PURCHASING DEPARTMENT

Request for Proposal

For

**Crowd Management, Event Parking, Security
Services (CMEPASS), As-Needed Security
Services, and Site and/or Plant Security
Services**

RFP-PRO-1768-2025

Final response due no later than

5:00 p.m. (EST-Indiana) on May 9, 2025

Issued by:

Stephanie Shockley
Strategic Sourcing Manager
Email: sfarrel@iu.edu
Issued: 04/11/2025

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B. Purpose

Indiana University (IU) is requesting proposals from companies interested in providing 1) crowd management, event parking, and security services for Indiana University Event Services (“CMEPASS”), and/or 2) As-Needed event security and/or event parking services, and/or 3) site and/or plant security services as specified herein in the scope of work section. 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.

Companies can submit for any or all of the three specific scopes of services outlined herein. Indiana University reserves the right to award each scope of work separately to individual companies. In the case of the as-needed security and/or event parking services, Indiana University reserves the right to approve several companies to meet our demands as needed.

Selection of a successful company (Supplier) will be based upon a variety of factors such as:

- 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.

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

C. Background

Indiana University is one of the largest universities in the nation. 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 91,000. It has more than

23,000 faculty, professional and support staff that support its educational, research, and public service missions.

Created in 1972, the Indiana University Police Department (“IUPD”) has a total of one hundred thirty (130) full-time and seventy (70) part-time police officers. These officers have police authority throughout Indiana with primary responsibility for the real property and streets running through and adjacent to all campuses.

IU Event Services, established in 2010, provides a variety of services, including planning, staffing, and event management for major events at Indiana University. With a focus on guest experience, safety and security, IU Event Services staffs over two hundred fifty (250) events on all of IU’s campuses. From the ceremonies and public meetings of the university to athletic and entertainment events, IU Event Services partners with university departments and hosts over one million IU guests each year.

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

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.

E. Event Schedule

ACTIVITY	DATE
Request for Proposal issued.	4/11/2025
Participants’ questions concerning the proposal must be received no later than 5:00 pm Eastern Time.	4/18/2025
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.	4/25/2025
Proposals due by 5:00 pm Eastern Time	5/09/2025

Selection of supplier(s) no later than	6/02/2025
Start date of services effective	7/01/2025

F. Statement of Needs

Objectives:

Event Services and IUPD seek to increase the efficiency of acquiring services, and to ensure that all University policies are adhered to by security/parking personnel.

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.

All University related entities must use contract security personnel who have been approved by the IUPD and IU Event Services, even if the payment is to be made by an outside third-party, related entity and not University.

All contract security personnel and providers must be approved by and work under the authority of Indiana University. Providers will adhere to all guidelines set forth by the IUPD as it pertains to security at an event, program, site, or similar occurrence. University reserves the right to reject any individual for work for any reason as determined by University (for example, alcohol consumption, attitude, attire, etc.).

All personnel with less-lethal weapons shall meet the training and qualification standards for carrying that type of weapon, e.g., Oleoresin capsicum (OC) spray, baton, etc. – IUPD Division Campus Chief must be consulted with and provide written approval if there is a need for less-lethal weapons to be carried by outside security personnel.

University is considering an initial contract(s) for three (3) years, with the option of two (2) additional one (1) year terms.

Scope of Work:

(1) Crowd Management, Event Parking & Security Services for IU Events (CMEPASS)

Services provided are as follows: Event security, screeners, parking lot ticket sellers, parking attendants, ID checkers, supervisors, and management. Selected Supplier shall be required to follow cash handling procedures which shall be provided by University.

<u>Event</u>	<u>Average # of events per season</u>	<u>Average Attendance per event</u>
Football	7	35,000-52,000
Men’s Basketball	18-23	17,000
Women’s Basketball	18-23	10,000-12,000

Baseball	15-20	1,000-3,200
Other IU Athletics Events	50	200-5,000
University Ceremonies	4-8	2,000-35,000
Concerts	5	2,000-14,000
Other events (IU Auditorium, Conferences)	20-25	50-15,000
IU Indianapolis Events (MBB, WBB, Parking, Ceremonies)	20-30	1,000-8,000

Jim Morris Arena at IU Indianapolis will be opening in December 2026. Additional events at this venue requiring security services are expected upon completion.

In addition, the Supplier shall provide services for any tournament, championship, or special events if requested by IUPD or IU Event Services. Supplier may be asked to provide similar services at other Indiana University campuses or events. Supplier shall provide services for these additional events at the discretion of the University.

2) As Needed-Security

Supplier(s) shall be responsible for providing security services at construction sites, cultural, social, and other events, and registered student organization events (such as fraternity and/or sorority parties and dances) as specifically defined by IUPD. This shall occur in cooperation with university-recognized groups and/or entities.

Services provided shall be security services for persons, property, and facilities, real or affiliated with Indiana University.

Companies shall prepare rate sheets for various positions and specify each campus in which they can provide services (rates may vary by Campus). Agreements entered into as a result of the As-Needed Service portion of this RFP are eligible for (optional) use by departments on all campuses of Indiana University. Interested companies agree to supply services to the University per the terms and conditions listed herein and in any resulting Framework Service Agreement (FSA). The As-Needed Service portion of this RFP shall not result in any exclusive rights for Suppliers.

3) Site and/or Plant Security Services

IU Public Safety is seeking a global security services company that can provide services in Indiana, other domestic locations in the United States, and international locations (when required), with ancillary services as requested. The supplier must be able to provide global services and expertise in physical security, deployment of security guards, monitoring of specific sites, as well as ensure proper asset protection.

Companies shall prepare rate sheets for various campus properties as a part of this proposal to include site-specific security guard services at:

- IU Bloomington,
- IU Indianapolis,
- IU Southeast (New Albany),
- IU South Bend (to include the Elkhart Center),
- IU Evansville,
- IU Washington D.C., and
- Other IU locations upon request.

Specifics on each service requested by scope:

Requirements to be addressed in the proposal from suppliers. Please see the designation for each requested scope area. Multiple service needs are required for more than one scope of service and will be denoted.

For purposes of this chart:

- (1) Crowd Management, Event Parking, and Security Services (CMEPASS)
- (2) As-Needed-Security and/or Event Parking Services
- (3) Site and/or Plant Security Services

Areas to be addressed or acknowledged in all proposals for consideration:	1	2	3
Provide fully trained and capable personnel at times and levels prescribed by the University and negotiated with the selected company to accomplish event-related services, including event security, screening, and parking staff for events.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Provide appropriately groomed event staff dressed in a uniform that presents a recognizable business image to guests. The University must approve the uniform. Identification name tags must always be visible and fully viewed on the uniform. The Supplier shall supply all uniforms.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Provide the University with a written employee recruitment and retention plan, a staffing plan, and a training program. The University must approve staffing levels for all events in writing. Supplier(s) must provide staffing levels no less than five days before each event.	<input checked="" type="checkbox"/>		
Provide and document all necessary training for employees to perform duties effectively before they are permitted to work at an event and throughout their employment. Such training shall include crowd management techniques (Trained Crowd Manager preferred for all staff, required for all supervisors and managers), Campus Security Authority (CSA), sensitivity and diversity, ADA compliance, security screening, emergency operations and evacuation, guest assistance, parking	<input checked="" type="checkbox"/>		

software, TEAM alcohol management training, general venue information, Incident Command, etc. Provide a quarterly training completion log, including details of each training, with IU Event Services and IUPD to verify staff compliance with required trainings.			
Provide employees with all equipment and information necessary to perform their duties. Examples include radios for communication, event briefings, venue guides, flashlights, and parking vests.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Provide excellent guest service, as defined by IU Event Services and the IU Public Safety office, ensuring that guest service levels provided by all employees at all events meet or exceed the University's expectations.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Provide a management-level representative with decision-making authority for each event to staff the Event Operations Center (EOC) for the duration of its operation.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Provide a designated Event Manager for Indiana University and maintain an office with regular hours at IU Bloomington facilities year-round to facilitate recruiting, payments, billings, and to be available to meet with IU Event Services personnel and attend key meetings on a regular basis.	<input checked="" type="checkbox"/>		
Provide a designated Security Account Manager to work with IU Public Safety to facilitate recruiting, scheduling, and managing security guards at campus facilities and buildings. The account manager must have an office at Indiana University (space provided by IU) and be assigned to the IU account full-time.			<input checked="" type="checkbox"/>
Provide an Event Manager to maintain contact with IUPD during all scheduled events when services are provided and to facilitate recruiting, payment, and billings when necessary. The manager must also be available to meet with IUPD personnel; attend key meetings regularly; and provide follow-up event evaluation reports if requested by IUPD or other University departments.		<input checked="" type="checkbox"/>	
Responsible for all recruiting, hiring, payroll, administration, and termination of employees as needed to staff the events and secure facilities. Employees working for the Supplier in any capacity for these events services shall be considered employees of the Supplier and not employees of the University.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Responsible for compensation to any employee(s), even if rejected from a work assignment or event for any reason, e.g., alcohol consumption, attitude, attire, or appearance.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Adhere to the staffing levels established in University's event staffing matrix. IU Event Services must approve, in writing, additional staffing above those outlined in the event staffing matrix. The supplier is expected to fulfill all positions in the matrix, including parking roles, which are a critical component of event operations. Consistent fulfillment of parking positions is essential, and failure to do so may impact the supplier's standing with the University.	<input checked="" type="checkbox"/>		
The University shall set gate opening and/or door opening times.	<input checked="" type="checkbox"/>		
Event security and parking services require enforcement and adherence to all rules related to various events and venues as designated by the University. The University is responsible for the number of parking lots used and the identification of those lots, as well as who is approved to park in the lots. The University is also responsible for establishing fees charged to park in paid parking areas.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
When cash-based parking operations are utilized, the supplier is responsible for collecting fees for paid parking areas. Parking tickets issued must be reconciled with fees collected and reported to the University within three (3) days of the event. Fees collected must be processed and received by the University within fifteen (15) business days of the event for which they were collected. Actual physical vehicle counts must be provided for each event where parking sellers or attendants are provided.	<input checked="" type="checkbox"/>		
Design and operate a University-approved quality assurance program to monitor parking, screening, guest service, and security operations.	<input checked="" type="checkbox"/>		
Provide timely and accurate event incident documentation for any event-related incident, including responding to customer complaints, injuries, and illnesses, as well as escorting guests from University property.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Provide demonstrated cash and credit card management experience in handling large sums of money and performing detailed reconciliation and accounting for parking credentials and revenue.	<input checked="" type="checkbox"/>		
Have experience with higher education institutions, specifically with R1 institutions and/or institutions with a medical school.			<input checked="" type="checkbox"/>
Possess a relationship with a known and recognized training center, professional consultant, or law firm specializing in the Clery Act.			<input checked="" type="checkbox"/>

Demonstrate a robust plan to provide training to their personnel in the Clery Act to foster and encourage compliance. University must be able to approve and modify mandated Clery Act training assigned.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Ancillary Services available as-needed if requested: <ul style="list-style-type: none"> ○ Comprehensive threat assessments of cities or regions, including international destinations; ○ Supplemental executive protection details that provide trained law enforcement officers nationally and similar skills internationally; ○ Supplemental explosive ordinance detection (EOD) K9's when needed; ○ Visitor and Concierge Management; ○ Surge coverage of security personnel or certified law enforcement officers. 			<input checked="" type="checkbox"/>
Supply and branding of security vehicles when needed.		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Provide subject matter experts for site or plant security when needed, including consultation for physical access and integrated technology services.			<input checked="" type="checkbox"/>
Provide routine campus patrols: <ul style="list-style-type: none"> ○ Security patrols for campuses located in Indiana to supplement the Indiana University Police Department. ○ Have the ability to provide security patrols on foot, via vehicles if required by the site, and via bicycle patrols. ○ Agree to have security guards wear provided Body Worn Cameras (BWC) under the policies and provisions of Indiana University. 			<input checked="" type="checkbox"/>
Provide IU-approved uniforms and professional grooming standards for all security guards.			<input checked="" type="checkbox"/>
Provide site security services for research or medical facilities on IU campuses, at education centers, and at residences.			<input checked="" type="checkbox"/>
Conduct third-party background screenings for all employees. Provide quarterly compliance reports to IU Event Services and IUPD, including updates on newly screened employees and any relevant status changes.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	

Establish and maintain professional, cooperative relationships with short-term event vendors, including television networks, sponsorship vendors, and other contracted service providers, to ensure smooth event operations and security compliance.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Hire an external, University-approved vendor to perform “red team” security audits, with reports sent directly to IU Event Services, IUPD, and supplier for quality control. Two visits shall be conducted during football operations and two during men’s basketball operations.	<input checked="" type="checkbox"/>		

G. Terms & Conditions

Reference Prerequisites Section – Terms and Conditions

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.
- D2 The proposal must be received by the specified due date and time. A legally authorized representative(s) of the participant must sign the proposal.
- 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.

Section G. Prerequisite Terms and Conditions

The following clauses may become part of the governing agreement should an agreement be entered into by the Supplier and the Trustees of Indiana University.

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 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 Supplier. 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. 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

This Agreement may be terminated by either party, without cause, by giving the other party a thirty (30) day notice. Notice may be sent by e-mail; however, if confirmation of termination is not received within ten (10) days, a second notification must be made by

certified mail to the signatories listed in the Agreement. Upon termination, all outstanding payments due to Supplier shall be paid Net 30 days post receipt of a detailed final invoice from Supplier by the Accounts Payable Department listed in the Agreement.

G21.2 Termination With Cause

Should either party breach any material terms or provisions of the Agreement, the non-breaching party may terminate this Agreement immediately. Non-breaching party shall promptly serve the breaching party a notice setting forth the alleged breach and intent to terminate. Notice may be sent by e-mail; however, if confirmation of termination is not received within 10 days a second notification must be made by certified mail to the signatories listed in the Agreement.

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 Supplier which, in the opinion of the University, is not in its best interest.

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, including its officers, directors, agents, employees, and affiliates shall defend, indemnify and save harmless The Trustees of Indiana University, its officers, agents and employees and any other person for whom University may be legally liable (“Indemnified Parties”) from and against any and all losses, costs, interest, damages, liabilities or expenses paid (including costs of defense, settlement, and reasonable attorney's fees) which arise out of or are in connection with all claims, demands, actions, suits, appeals and proceedings, or the settlement thereof, based on actual or alleged injuries, damages, or liability of any kind whatsoever sustained in connection with this Agreement, arising from any cause whatsoever except for gross negligence and willful misconduct of the Indemnified Parties.

G24 **Accessibility**

Supplier shall employ sufficient measures to ensure accessibility and to comply with applicable laws and regulations and relevant industry standards.

Industry Standards: Supplier represents and warrants it has adopted and stays current with a set of commonly used accessibility standards which substantially align with (or are reasonably analogous to) the baseline of standards recommended by Section 508 of the Rehabilitation Act and/or by the Web Accessibility Initiative Web Content Accessibility Guidelines (WCAG) 2.1 AA. The accessibility standards adopted by the Supplier must be published by an independent, authoritative entity and approved by IU. Supplier hereby agrees to use reasonable efforts to provide product maintenance and upgrades in a manner that does not compromise existing product accessibility.

Independent Assessment: Upon request from IU, Supplier agrees to provide IU with the results of an accessibility audit and review, performed by one or more third parties approved by IU and

with a scope that covers the Supplier's relevant products or services provided under this Agreement.

Accuracy of Documentation; Remediation: Supplier represents and warrants the accuracy of all documentation and information that it provides to IU with respect to the technical and administrative safeguards it uses to ensure accessibility during the application development lifecycle, including any HECVAT responses or VPAT documentation that Supplier provides to IU upon request. Supplier agrees to remediate any accessibility nonconformities listed in its documentation, as well as any nonconformities that Supplier is aware of and/or discovers outside of its documentation, during the evaluation period (within 120 days from the beginning of this Agreement) at no cost to IU.

Notice of Nonconformity: Supplier will notify IU promptly of any material nonconformity to applicable standards and requirements of its product and/or applications of which Supplier becomes aware during the term of this Agreement.

Defect handling and resolution: If IU discovers an accessibility defect in the Supplier's product that violates the agreed upon standard(s), the Supplier agrees to manage the defect in accordance with its normal service level agreements related to software defects (and not treated as feature requests or requests of that nature). Further, Supplier agrees to provide IU with a roadmap that identifies the accessibility defect(s) in question alongside a timeline under which Supplier agrees to address the accessibility defect(s).

Indemnification: Supplier shall defend, indemnify, and hold harmless IU for all direct costs, expenses, and liabilities incurred by IU as a result of Supplier breach of the accessibility obligations included in this section, including any costs incurred by IU in providing accommodations required to mitigate accessibility barriers in the Supplier product. These remedies shall be in addition to any other remedies provided within this Agreement or available under applicable law.

G25 Data Privacy and Security

Contractor 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. Contractor 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 Contractor's performance under this Agreement. Contractor 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, Contractor 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 Contractor 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. Contractor 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 Contractor;

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

Contractor 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 Contractor of the fact and content of the request, b) consult with Contractor 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, Contractor shall reimburse the University in full for all costs, expenses, and liabilities of any kind whatever incurred by the University as a result of Contractor’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 Contractor’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 Contractors and to place orders in any manner deemed by University to be in its best interest.

G28 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.

G29 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.

G30 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.

G31 Damage Caused by Supplier

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.

G32 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*MzMzMzMyMDIxNTEuMTY4MDc4NDIwMw.*_ga_61CH0D2DQW*MTY5MTY4MTE0MC4yOTguMS4xNjIxNjcxNjc0LjI1LjAuMA..#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.

G33 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, when an answer back is received. Notices shall be sent to:

Indiana University	Supplier
Stephanie Shockley	NAME
Office of Procurement Services	COMPANY NAME/DEPARTMENT
sfarrel@iu.edu	EMAIL ADDRESS
Phone: 317-274-7482	Phone: