



# INDIANA UNIVERSITY

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PURCHASING DEPARTMENT

## **Request for Proposal RFP-PUR-1686-2025**

For

Operation of Campus Dining Services  
Indiana University Southeast

### **Mandatory Pre-Proposal Meeting**

10:00am to 12:00pm on November 19, 2024

Located at 4201 Grant Line Road New Albany, IN 47150  
(University Center Building)

**Final Response due no later than  
2:00pm (EST) on January 30, 2025**

Issued by:  
Tresa Fredericks  
Purchasing Category Manager  
Cyberinfrastructure Building  
2709 E 10<sup>th</sup> Street  
Bloomington, Indiana 47408  
Voice: 812.855.9952  
Issued: November 13, 2024

## **Section A: Table of Contents**

<i>Section</i>	<i>Topic</i>	<i>Page</i>
A.	Table of Contents	2
B.	Purpose	2
C.	Background	2
D.	Proposal Instructions & Conditions	4
E.	Schedule of Events	7
F.	Statement of Needs	7
G.	Terms and Conditions	12
H.	Proposal Response	18
I.	Evaluation Criteria	19
J.	Post Performance Review	19
Appendix A	Non-Collusive Certificate	21
Appendix B	Supplier Diversity Information	22
Appendix C	Confidentiality of Data	24

## **Section B: Purpose**

Indiana University is seeking proposals from qualified contractors to manage the operation of all or part of campus dining services for the Indiana University Southeast campus.

Selection of the successful company(s) (Contractor(s)) will be based upon a variety of factors including, but not limited to, the ability to demonstrate in its proposal that it has the managerial and professional experience, the financial resources and sufficiently well-qualified personnel to successfully perform the services specified in this RFP-PUR-1686-2025 (Request for Proposal), capability of working with various IU constituents, ability to meet deadlines, and price. The University is not limited to selecting only one contractor.

As used within this RFP-PUR-1686-2025, “Participant” shall refer to those companies receiving and responding to this RFP. “Contractor” shall refer to the successful Participant of the process. “University” shall refer to Indiana University.

## **Section C: Background**

Founded in 1820, Indiana University is a public, multi-campus, two-billion-dollar educational institution with undergraduate and graduate students exceeding 100,000. All 50 states, Washington, D.C., three U.S (United States). territories and over 150 foreign countries are represented. It has an additional 17,000 faculty and staff body that supports the institution's educational mission.

IU spans the state with eight campuses. For more general information about the institution, please visit the institution's home page at <https://www.iu.edu/index.html>.

### **IU Southeast Community Background**

Indiana University Southeast, a regional campus of Indiana University, is a four-year, public, comprehensive university located in New Albany, Indiana, just across the Ohio River from Louisville, Kentucky. Founded in 1941, it provides high-quality educational programs and services that promote student learning and prepare students for productive citizenship in a diverse society, and that contribute to the intellectual, cultural, and economic development of our region.

IU Southeast is the second largest regional campus of Indiana University, with more than 3,700 students, 180 full-time faculty members, 190 part-time faculty members, and 450 full and part-time staff employees.

### **Campus Overview**

Our safe, walkable campus is just six miles from exciting downtown Louisville, which offers cultural excitement and a wealth of famed events, alongside opportunities for internships and post-graduation employment in Fortune 500 companies. Within 1 year of graduation, 99% of our graduates are employed or attending graduate school.

The campus is home to a diverse and eclectic student community. Besides our core of traditional students who arrive as freshmen straight out of high school or homeschool, nontraditional students such as adult learners and veterans also play a prominent role in shaping campus life. Student involvement is high, with over 100 student groups and organizations.

Indiana University Southeast is the only comprehensive public university in South Central Indiana and the fourth largest campus in the Indiana University system. We are a university grounded in academic excellence that also offers the full collegiate experience including student housing, more than 150 undergraduate degree programs, more than 50 graduate degree programs, NAIA sports including: men's and women's basketball, women's volleyball, baseball, softball, men's and women's tennis, men's and women's golf, and a full complement of activities to enhance a student's college career.

Located just across the Ohio River from Louisville, Kentucky, the IU Southeast campus includes:

- 180 beautiful acres
- 14 buildings
- 5 residential lodges
- Campus-wide wireless Internet environment

IU Southeast is very affordable as compared to many colleges. In addition, IU Southeast offers scholarships, grants, work-study, and financial aid to further lower a student's cost of attendance.

IU Southeast has about 3,700 students in graduate and undergraduate programs and a 13:1

student to professor ratio which ensures that professors get to know their students by name and take a personal interest in their academic progress. Professors, not teaching assistants, conduct our classes, and many professors use students to help in their research projects.

For a well-rounded education that provides the benefits of a public university and the close-knit learning environment of a private institution, IU Southeast is working to be the first-choice institution for regional students seeking an undergraduate or graduate degree.

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

- D1 All questions and inquiries regarding this document should be submitted via email With the RFP # in the subject line, to the Purchasing Contract Manager, Tresa Fredericks at [trfreder@iu.edu](mailto:trfreder@iu.edu). Questions regarding RFP-PUR-1686-2025 should be submitted as they occur. Questions asked after the deadline shown in the schedule in Section E will not be answered.
- D2 The proposal (response) should include one (1) e-mailed, electronic version in Microsoft Word format or .pdf format. All versions must be received by the due date/time stated in Section E. A legally authorized representative(s) of the participant must sign the proposal. Proposals should be addressed as follows:
- Tresa Fredericks, Purchasing  
Cyberinfrastructure Building  
2709 E. 10<sup>th</sup> Street  
Bloomington, IN 47408  
[trfreder@iu.edu](mailto:trfreder@iu.edu)
- D3 Office hours for receipt of proposals are Monday through Friday, 8:00 am-12:00 noon and 1:00-5:00 pm EST.
- D4 The University reserves the right to reject any or all proposals and any proposals not containing complete data requested. The University reserves the right to waive any irregularity in any proposal received. Proposal should be submitted initially on the participant's most favorable terms.
- D5 The University will not pay for any information requested herein, nor is it liable for any costs incurred by the participant in responding to this request. All proposals submitted become the property of the University; they will not be returned and may be subject to the Freedom of Information Act.
- D6 Participants may withdraw their proposals prior to the closing time. Proposals received after the time set for receipt will not be considered. The proposal constitutes an offer from the participant, which shall remain open and irrevocable for 90 days.

- D7 After the RFP closing time, proposals will be opened and reviewed at the convenience of the University Purchasing Contract Manager. There is no public opening.
- D8 The University reserves the right to accept the proposal that is in the best interests of Indiana University and to negotiate a contract with that participant using the proposal submitted as a basis.
- D9 Any information released either verbally or in writing prior to the issuance of this request shall be deemed preliminary and not binding upon the University in any manner.
- D10 If requested, participants must submit audited financial statements for the past two (2) years (or equivalent data) to demonstrate financial capability to provide the required services.
- D11 Participants may be invited to come to Indiana University to provide a presentation about their submission at their own expense.
- D12 The University will not enter into any agreement, execute any contract, or affix signature to any document from a participant whose terms, written or verbal, require the University to waive all conditions or requirements negotiated, provided for in this document, our purchase order, or by mutual consent. Any document containing a clause or clauses that serve to supersede all other documents attached to this transaction may be rejected.
- D13 Notwithstanding any other provision of this Request for Proposal, the University expressly reserves the right to:
1. Conduct discussions with any or all participants for the purpose of clarification of proposals;
  2. Waive, or decline to waive, any insignificant defect or informality in any proposal or proposal procedures;
  3. Accept, reject, or negotiate the terms of any proposal, or any parts thereof, for the purpose of obtaining the best and final offer;
  4. Reissue a Request for Proposal or conclude the process without making any award.
  5. Select the finalist(s) based on the University's analysis and evaluation of proposals submitted. The University reserves the right to request presentations of proposals if the University feels further information is appropriate to the decision-making process.
  6. Negotiate with any or all the participant's representatives for the purpose of obtaining best and final offers.

- D14 The University reserves the right to use all concepts presented in any reply to obtain the most beneficial and effective path to achieving the desired goals. Selection or rejection of submittals shall not affect this right.
- D15 By virtue of submittal, the participant is attesting that all requirements, terms, and conditions in Section G have been read and understood. Unless the responding participant expressly and specifically provides otherwise in its written proposal, the proposal received in response to this Request for Proposal shall automatically be deemed to include the responding participant’s agreement to all terms and conditions of the RFP.
- D16 Interested firms may present a separate proposal(s) 1) to provide food service for all three components at the University, including The Grill, Courtside Café, and Catering Services, or 2) for only one or two of the components.
- D17 Each proposal must contain or address the following information:
1. Company information including expertise and experience in managing food service operations within higher education or equivalent, a list of three (3) higher education (or equivalent) references, strength of company, etc.
  2. Menus for day-to-day operations, grab & go food items and for catering. Menu plans should also address vegetarian and gluten free options and international cuisine.
  3. Operating Plan including management structure, operating hours, staffing, menus, and all other plans to successfully perform the services required by the campus. The Operating Plan should also provide information about the management team assigned to the Dining Services.
  4. Marketing Plan for growing the campus Dining Services operation.
  5. Financial Proposal and financial projections for the contract period. The financial proposal should also address the transition of the current inventory of food and paper products.
  6. Plans for operations and marketing should include information about the Contract Vendors' intentions related to sustainability practices.

**Section E: Schedule of Events**

Following is the detailed schedule of events for this RFP. The University reserves the right to modify the schedule below.

	<u>ACTIVITY</u>	<u>DATE</u>
E1	Request for Proposal issued:	November 13, 2024
E2	<b>MANDATORY</b> Pre-Proposal Meeting	November 19, 2024
E3	Questions from Participants due by 2:00PM (EST):	January 30, 2025
E4	<b>Proposals Due by 2:00PM (EST):</b>	<b>January 30, 2025</b>

**The Pre-proposal Meeting** on Tuesday, November 19<sup>th</sup>, will begin at the IU Southeast campus from 10:00 a.m. to 12:00 p.m. and will begin in the University Center Building - located at 4201 Grant Line Road New Albany, IN 47150. There will be an overview of the procurement process and attendees will then be given the opportunity to view and inspect the facilities.

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

### **F1 Scope of Services**

The operation of the food and service locations are; University Commons, Coffee shop, Hub in University Center North, Dining Outlet in the Library (currently Subway), and Athletic game Concessions in the Activities Building and at the fields. Services should best serve the needs of students, faculty and staff as is reasonable and financially feasible. In addition, to provide a range of catering options from simple, low-cost food options for student groups and some campus departments, mid-range breakfast, lunch and dinner options, and high-end, formal, plated dinners. The bulk of the catering demand is for low-cost and mid-range food options.

Please indicate if any locations from the above scope are not included in your proposal.

### **F2 Vending**

The Contract Vendor will not be responsible for contracting for and coordinating campus vending machines as this is managed by a separate existing contract with another supplier. Indiana University is an exclusive pour rights campus. The Contract Vendor will follow the University's Exclusive Pour Rights Contract, which currently provides Coca-Cola products and services all beverage vending machines.

### **F3 Event Support**

IUSE campus has a dedicated position that coordinates all campus events such as room scheduling and catering orders. As such, this employee will work very closely with the 3<sup>rd</sup> party supplier. This position arranges for room set-up, audio visual technology as needed and ensures all administrative policies and procedures are followed. This position is funded by the campus and will be a valuable resource and partner for any dining services company.

### **F4 Indiana University Southeast Operation of Campus Dining Services**

#### **F4.1 Dining Services History**

Campus dining has been self-operated since [2007] with the renovation of the University Center building which included a renovated dining and sitting area. In [2013] an external consultant was hired to help make improvements to the dining options on campus with recommendations for more name-brand units. The result was the addition of two IU-owned franchises: Subway (opened in August 2015) and Papa John's pizza (opened in September 2018). In Fall 2021, the coffee shop was rebranded to "proudly serving Starbucks". Pre-pandemic, dining operations included operating all units and serving as the primary catering source for on-campus events. During that time, the dining auxiliary totaled just under \$1M in sales revenue. Post-pandemic, the dining services auxiliary has not returned to its pre-pandemic peak. The Papa John's contract was not renewed, and

the outlet closed in Summer 2023, but the pizza ovens and other equipment remain assets on the university. In addition, catering has been outsourced to off-campus caterers.

The campus opened its first campus housing in the fall of 2008. Campus housing consists of five lodges with kitchens in the apartments. The housing capacity is 395 students. At the current time, there are no meal plan options available to students. Pre-pandemic, all students including housing students had an optional meal plan at \$500, \$1000, and unlimited.

#### **F4.2 Dining Services Overview**

Food service options at IUSE are comprised of 6 distinct components detailed below. Respondents are free to submit proposals for all 6 components or only a portion, so there may be multiple contractors enlisted dedicated to one or more of the specified areas. The six components are the University Commons, the Hub, the Coffee shop, Dining outlet in the library (currently Subway franchise), Athletics concessions, and Catering Services.

##### **A. University Commons**

The University Commons is the main dining location for the campus. It has a receiving area, full kitchen, small office, a large serving area and seating for 250 people. The seating area is surrounded by windows, has board games, pool table, and air hockey. There is also a small number of outdoor seating options. The kitchen includes a dish room, ovens, grills, auto-sham, large rotisserie, large ice maker, refrigeration, freezers, and dry goods storage. The University Commons was renovated in 2011 and opened in January 2012. The current hours of operation of the Commons are: Monday - Thursday 8:00am – 2:00pm

These times are listed as a point of reference, but future hours of operation would be determined by the Contractor and the University together with the goal of maximizing revenue.

##### **B. The Hub**

The Hub is the former Papa John's location. It houses a large walk-in freezer and commercial size pizza ovens. When Papa John's closed in Summer 2023, the Hub has been used as a pop-up location for events such as week of welcome. The Hub is located adjacent to the Commons and shares the same seating area with the Commons.

##### **C. Coffee Shop**

The coffee shop opened in 2007 as a location in University Center South, next to the student organization area and across from the campus bookstore and fitness center. It currently serves as a coffee shop, that includes the "Proudly Serving Starbucks"



offerings. Food options tend to be a grab and go. This location has indoor seating. The preparation area is small and features an impinger. As such, there are inherent challenges in the food offerings. The menu tended to consist of premade sandwiches, premade salads, breakfast sandwiches, full coffee service, smoothies, and all sorts of beverages.

The current hours of operation of University Grounds Coffee Shop – Proudly Serving Starbucks Products  
University Center South Ground Floor  
Monday – Thursday 8:00am – 4:00pm  
Friday 8:00am – 1:00pm

These times are listed as a point of reference, but future hours of operation would be determined by the Contractor and the University together with the goal of maximizing revenue.

#### **D. Catering**

Prior to the pandemic, catering was operated by the university and all groups on campus were required to use on-campus catering. Post-pandemic, we no longer have a chef and all catering has been outsourced to various local caterers. Catering events vary in size and include small gatherings for meetings and community events with less than 10 attendants, to large events that serve 500 or more. The total amount of catering events on campus totaled \$250K for the 23-24 fiscal year. There are options to expand catering to external groups using the conference center as the campus works to promote our spaces for rental by external groups.

Most catering is served in conference rooms that are adjacent to or upstairs from the University Commons. Catering operations use the same dining equipment as what is used for the University Commons. Adjacent to the Commons is the Hoosier Room. The room can be one large room or split into Hoosier Room East and West with total seating capacity of 375 people. These rooms are used for campus meetings and catered events. In addition, University Center North has 8 conference rooms that can be rented to internal and external entities where catering may be offered. Rooms vary in size from a capacity of 8 people to 90 people.

#### **E. Subway**

The Subway franchise is found in the entry of the Library. Prior to being a Subway location, this location served as a second coffee shop with coffee products and grab and go sandwich options.

Subway is a franchised unit owned by the university. As part of the franchise agreement, if IU terminates the agreement, we also are agreeing to comply with the post-termination non-compete provisions of the Agreement. These include not allowing another Branded Sandwich entity from operating on campus including a non-Branded Sandwich shop that

uses the word “SUB” by itself or part of another word or copies their menu in the type of sandwiches it offers for a three-year period. This will need to be considered when developing dining options for the campus.

Subway -Library  
Monday – Thursday 10:30am – 4:00pm  
Friday 10:30am – 2:00pm

## F. Athletics Concessions

The IU Southeast campus has a total of 9 NAIA teams, with concessions available at indoor sporting events for Men’s Basketball, Women’s Basketball, and Volleyball. Currently the concessions stand is run by hourly employees hired by the athletics department. Athletics would like to expand hot offerings such as chicken tenders. They are also interested in offering concessions at outdoor sporting events for baseball and softball.

## F5 Campus Responsibilities

**F5.1 Facilities** – The Contract Vendor(s) would have full use of the current five (5) dining locations: Commons Dining Hall and Catering shared kitchen, The Hub pizza ovens and walk-in freezer, Coffee shop, Subway location, and Athletics concessions.

The campus will provide adequate security controls for each location. Each location has a safe for storing cash change funds and receipts. Padlocks for refrigeration units are currently in use. The campus will take care of the building structure for each location and related electrical, heating/cooling, and plumbing issues. The Contract Vendor will be responsible for notifying the campus Facilities Management Office of any facility issues so that they may be addressed promptly. The Campus Facilities Management Department will need reasonable access to dining locations to perform maintenance and repairs. Reasonable access will also need to be provided for IU Health, State, and local inspections. The campus Facilities Management Department is also willing to assist the Contract Vendor with equipment maintenance issues and periodic deep cleaning for each location. [OB]

Vendors are responsible for supplying their own network and telecommunications. Office space is available in the Commons for use by the Dining Services Director.

**F5.2 Catering Arrangements** – The Events Coordinator will schedule campus rooms for events, arrange the room's proper configuration and help facilitate the catering order. Contract Vendor dining staff will need to provide table covers and table decorations as needed or applicable.

**F5.3 Catering in General** – The Contract Vendor will have rights for the campus to provide food for all campus events held on campus and funded by university funds or IU

Foundation funds. If an event takes place after normal operating hours and is not worth bringing in staff to provide the food, the Contract Vendor can either:

- a) utilize external vendors to provide the food, pay the external vendor and bill the campus department or student organization according to normal catering billing processes upon proof of invoice by the external supplier;
- b) simply indicate that they cannot fulfil the request, in which case the University is free to secure a different supplier. The University wishes and reserves the right to approve or disapprove the external food providers that the Contract Vendor would consider using.

**F5.4 Billing for Catering** – The University will provide an annual blanket purchase order for the billing of catering. However, the Contract Vendor will need to:

- a) ensure the requested catering is approved by campus Administration and
- b) provide campus administration with a copy of each billing with related information about the requested department and department's account number so that the campus can perform internal billing.

**F5.5 Director of Dining Services** – the campus will provide an office for the Director of Dining Services.

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

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

**G1 Contract Term**

The contract term would be for a three (3) year period with up to two (2) one-year options to renew. Contract renewal is not guaranteed.

**G2 Financial Terms**

Vendor shall maintain accounting and receipts for all direct expenses and revenues for food sales, catering, and Food vending.

**G2 Applicable Law**

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

- G3 **Agreement Assignment**  
No right or duty in whole or in part of the Contractor under the Agreement may be assigned or delegated, including by transfer of stock or ownership in Contractor, without the prior written consent of the University.
- G4 **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.
- G5 **Agreement Termination**  
Termination without Cause  
Either party may terminate the Agreement by giving the other party 60-day written notice of termination. Written notice of termination must be given by certified letter.
- Termination for Cause  
Should either party breach any material terms or provisions of the Agreement, the non-breaching party shall promptly serve the breaching party with written notice setting forth the alleged breach. Unless the breaching party, within ten (10) working days of the receipt of the notice, has corrected, or has taken reasonable steps toward correcting the alleged breach, the non-breaching party may terminate the Agreement by giving thirty (30) days written notice to the breaching party of its intention to terminate the Agreement. Certified letter must give written notice of termination.
- The University may cancel the Agreement for breach, as determined by the University, of any material terms or provisions, including insufficient insurance coverage or service unsatisfactory to the University. This may also include any cessation or diminution of service including but not limited to failure to maintain adequate personnel whether arising from labor disputes, or otherwise, any substantial change in ownership or proprietorship of the Contractor which, in the opinion of the University, is not in its best interest. Certified letter must give written notice of termination.
- G6 **Notices**  
Except notice of termination, which must be made by certified mail, any written notice called for in the Agreement may be given by personal delivery, first class mail, overnight delivery service or facsimile transmission. Notices given by personal delivery will be effective on delivery; by overnight service, on the next business day; by first class mail, five business days after mailing; and by facsimile, when an answer back is received.
- G7 **Non-Discrimination**  
In connection with the performance of work under the Agreement, the Contractor agrees not to discriminate against any student, employee, or applicant for employment because of age, race, religion, color, handicap, sex, sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including

apprenticeship. The Contractor further agrees to take affirmative action to insure equal employment opportunities. If present on the campus, Contractor, including all employees and agents, shall agree to abide by, and comply with, all Indiana University, federal, state, and local policies, regulations, and laws that pertain to sexual harassment and non-discrimination. Contractor further agrees that employees and agents, while on University's premises, shall comply with and observe all applicable rules and regulations concerning conduct on the University's premises, which are imposed upon the University's employees and agents.

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

**G9 Independent Contractor Relationship**

It is mutually understood and agreed that an independent contractor relationship is hereby established and that employees of the Contractor are not employees of the University and that employees of the University are not employees of the Contractor.

**G10 Background Checks**

While on the premises of the University, Contractor must comply with all University policies regarding conduct and academic ethics, including but not limited to non-discrimination, sexual harassment, smoking, possession of weapons, illegally possessed controlled substances, and obligations to make notification of suspected child abuse or neglect and, depending on the nature of the engagement, to conduct criminal background checks on employees.

**G10 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.

**G11 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.

**G12 Endorsement**

Unless specifically authorized in writing by the University Purchasing Department on a case-by-case basis, Contractor shall have no right to use, and shall not use, the name of Indiana University, its officials or employees, or the seal or marks of the University in

advertising, publicity, or promotion; nor to express or imply any endorsement of Contractor's supplies or services.

**G13 Non-Performance**

In the event that Contractor fails to perform under the terms and provision of the agreement, the Contractor shall reimburse the University for any additional expense incurred by the University to have the work completed by a third party over and above what the University would have been required to pay Contractor had Contractor not failed to complete the work.

**G14 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.

**G15 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, the 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.

**G16 Indemnification**

Contractor shall indemnify and save harmless The Trustees of Indiana University, its officers, agents and employees from any and all losses, costs, damages, liability and expenses (including costs of defense, settlement, and reasonable attorney's fees) in connection with claims or suits for damage to property and/or injury to persons, including death, alleged or claimed to have been caused, by or through the performance of the work or operations incidental to the work, by the Contractor, its agents or employees, or by its subcontractors of any tier, their agents or employees, whether through negligence or willful act; and Contractor shall at request of the University undertake to investigate and defend any and all such claims or suits against the University.

**G17 Insurance**

**Indiana University Minimum Insurance Requirements for Supplier**

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

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

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

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### Insurance Requirements

1. General Liability
  - Each occurrence: \$1 million
  - Providers of alcoholic beverages: The minimum limit is \$3 million per occurrence, at least \$1 million primary coverage and any combination of primary and umbrella coverages.
  - Products: \$1 million per occurrence
  - Damage to premises: \$500,000
  - General aggregate: \$2 million (except alcohol providers: \$3 million)
2. Automobile Liability
  - The box(es) that is/are checked must include a check in the box for Any Auto or All Owned, Hired and Non-Owned Autos
  - Combined Single Limit coverage: \$1 million.
  - If separate Bodily Injury and Property Damage limits are purchased, each must be \$1 million.
3. Excess/Umbrella
  - Excess coverage per se is not required. However, any of the dollar amount requirements can be met by a combination of primary and excess coverage.
  - Excess/umbrella coverage must be per occurrence coverage.

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

#### 4. Worker's Compensation

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

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

#### Insurance Policy Endorsements

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

5. Additional Insured Endorsement (CG2010 10 01 and CG2037) or equivalent form required on General Liability, Automobile Liability and Excess/Umbrella Liability policies naming the IU and/or Other Parties as defined in the contract. IU shall be identified as: "The Trustees of Indiana University, its officers, agents and employees." If additional insured status is automatically granted by the insurance form "where required by written contract" then it is sufficient to note that on the certificate with a reference to the form number. This must include information about the Excess/Umbrella coverage, e.g., "Excess coverage is following form."
6. Waiver of Subrogation on General Liability, Automobile Liability, and Employer's Liability/Worker's Compensation Policies in favor of IU.
7. All insurance policies shall be primary and non-contributing with respect to any insurance carried by IU, and shall contain a severability of interests clause in



respect to liability, protecting each insured as though a separate policy had been issued to each.

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

### Certificate Details

#### Description of Operations

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

#### Insurance Companies

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

#### Hold Harmless Agreement

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

#### **G18 Data Security**

1. Connectivity for POS (Point Of Sale) Terminals: Supplier shall not connect any POS terminals to the University’s wired or wireless network. All POS terminals must utilize a cellular connection or through an external Internet Service Provider (ISP) approved by Indiana University Treasury and Campus Networks.
2. Confidentiality of Data Attached as (Appendix C)

#### **G19 Food Safety Regulations**

Indiana University Environmental Health and Safety (IUEHS) is the public health regulatory authority for this campus and will conduct regulatory inspections as necessary. Suppliers must register annually with IU EHS to operate. Suppliers on Indiana University property shall operate in substantial compliance with the Indiana Food Code, *Title 410 IAC 7-24: Retail Food Establishment Sanitation Requirements*, *Title 410 IAC 7-22: Certification of Food Handler Requirements*, IU’s Food Protection Policy, and Retail Food Establishment Food Protection Program. Prior to beginning service, the supplier shall notify and arrange a pre-operational inspection from IUEHS and obtain approval to operate.

## **Section H. Proposal Response**

The participant's response to this proposal should include answers to the following series of questions. So that the RFP Team can easily follow the questions and responses, please be assured that the question is stated immediately before the response. Any deviation from this format and sequence may result in the proposal being immediately rejected.

- H1 All proposal responses must include:
  - H1.1 The name, addresses, phone number, and email address for the duly authorized agent submitting the proposal.
  - H1.2 Full description of company, including experience in managing food service operations within higher education, strength of company and qualifications.
  - H1.3 Documentation of any intent to use other company(ies) or private individual(s) as a subcontractor(s) for any part or the whole of the services offered in response to this RFP. Indiana University reserves the right to approve or reject any subcontracting agent or to reject proposals based on the use of subcontracted work.
  - H1.4 Completed Non-Collusive Certificate (attached as Appendix A).
  - H1.5 Discuss current supplier diversity participation by your company (attached as Appendix B).
  - H1.6 Copies of all documents that could become a part of a final Agreement arising from this process. A legal review of the Participant's proposed Agreement terms will be part of the criteria in evaluating the Participant's offer.
  - H1.7 A list of five (5) references.
- H2 Describe in detail your company's capability of providing the services required in Section F.
- H3 Describe your methodology for providing these services, how you organize your team and the IU team, and how you ensure you deliver a quality service that meets expectations.
- H4 Describe the individual staff members in your company that would be assigned to this project and include their resumes.
- H5 Describe the funding, revenues, and commissions schedules.

H6 Describe your point-of-sale system and revenue acceptance methods. Vendor must be PCI DSS compliant or use a third-party PCI DSS compliant processor. Provide evidence of compliance.

H7 Signature: the submission must be signed by a legally authorized agent of the firm.

### **Section I. Evaluation Criteria**

- 1 The quality of the Operating Plan for performing the required services.
- 2 Demonstrated experience of the firm in providing and managing a food service program in the area or areas for which Respondent is submitting a proposal.
- 3 The ability of the Respondent to perform the requested services, adequately maintain the equipment and facilities and to operate in accordance with industry best practices, health and safety requirements and campus requirements.
- 4 Quality and Variety of food options including healthy options and specific diets such as gluten free.
- 5 Reasonableness of food and catering pricing proposed and financial terms of the proposal.
- 6 The quality of the Marketing Plan for developing the earning potential of Dining Services.
- 7 Favorable recommendations from referenced clients where similar or like services are being or have been performed.
- 8 Overall quality and completeness of the Proposal.
- 9 Sustainability practices of Respondent.
- 10 Other factors as determined to be in the best interest of the University.

### **Section J. Post Performance Review**

J1 Post performance reviews will be conducted annually to evaluate the quality of the services provided.

**APPENDIX A  
NON-COLLUSIVE CERTIFICATE**

By submission of this document, each person signing certifies, and in the case of a joint submittal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

1. The content of this request has been arrived at independently without collusion, consultation, communications, or agreement for the purpose of restricting competition as to any matter relating to service or cost with any other contractor(s) or with any competitor;
2. No attempt has been made or will be made by Contractor to include any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition and;
3. No employee, agent or consultant of Indiana University has received or will receive any payment or any other form of compensation from Contractor as a result of award of an agreement or promise of award to Contractor.

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

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

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

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

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

**APPENDIX B  
SUPPLIER DIVERSITY INFORMATION**

Participants in this RFP must return Appendix B with the appropriate information provided.

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

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

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

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

[http://www.indiana.edu/~purchase/general\\_info.shtm](http://www.indiana.edu/~purchase/general_info.shtm)

State your company's status:

\_\_\_\_\_ Small Business

\_\_\_\_\_ SDB

\_\_\_\_\_ MBE

\_\_\_\_\_

\_\_\_\_\_ WBE

\_\_\_\_\_ HubZone

\_\_\_\_\_ Historically Black

\_\_\_\_\_ College/University

\_\_\_\_\_ Veteran Owned

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**PLEASE ATTACH CERTIFICATION WITH COMPLETED FORM**

Does the Participant's business currently have a Supplier Diversity Program in place?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the Participant answered "yes", please provide the name and telephone number of the Participant's Program Coordinator \_\_\_\_\_

**Identify all Second Tier Business Relationships or First Tier Business Relationships Supplier has with Minority, Women, and Disadvantaged Owned and operated businesses.**

(1st Tier is defined as -- Any supplier, regardless of type or size, which has a direct contract with Indiana University. 2nd Tier is defined as -- Any supplier, regardless of type or size, which is contracted through a 1st tier supplier to Indiana University.)

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

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

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

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

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

## APPENDIX C Confidentiality of Data

**Definition of IU Data:** “IU Data” shall be interpreted broadly to include any and all IU-related institutional and personal data, whether in physical or electronic/digital form, which [[ Title Of Supplier ]] receives, collects, interacts with, stores, views, processes, accesses, is exposed to, uses, creates, maintains, transmits, disposes of, or otherwise handles (hereafter “data activities”).

**Confidentiality:** [[ Title Of Supplier ]] shall treat all IU Data that is not publicly-available as confidential.

**Data Security Measures:** [[ Title Of Supplier ]] shall employ sufficient administrative, physical, and technical data security measures to protect IU Data and to comply with applicable laws and regulations and relevant industry standards.

- a. **Data Encryption:** [[ Title Of Supplier ]] represents and warrants that any sensitive, regulated, or legally-protected IU Data upon which [[ Title Of Supplier ]] performs data activities, including any data constituting student education records, will be encrypted both in transit and at rest with widely-respected encryption protocols/algorithms.
- b. **Industry Standards:** [[ Title Of Supplier ]] represents and warrants it has adopted and stays current with a set of commonly used security standards which substantially align with (or are reasonably analogous to) the “Moderate” baseline of standards recommended by National Institute of Standards and Technology (NIST) SP 800-53 (<https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final>). (See also, <http://csrc.nist.gov/publications/PubsByLR.html>.) The security standards adopted by [[ Title Of Supplier ]] must be published by an independent, authoritative entity.
- c. **Accuracy of Documentation:** [[ Title Of Supplier ]] represents and warrants the accuracy of all documentation that it provides to IU with respect to the physical, technical, and administrative safeguards it uses in the course of its data activities.
- d. **IU Requested Mitigation:** If IU determines a change to the features or functionality of [[ Title Of Supplier ]] product or service is reasonably needed to ensure the security of IU Data, then [[ Title Of Supplier ]] will consider such change in good faith and implement such change unless [[ Title Of Supplier ]] can demonstrate that such change would not measurably increase the security of IU Data or is unreasonable given the costs to implement it, in which case [[ Title Of Supplier ]] shall provide a detailed explanation to IU about why such change would not measurably increase the security of IU Data or is unreasonable given the costs to implement it.
- e. **Notice of Nonconformity:** [[ Title Of Supplier ]] will notify IU’s Incident Response team ([it-incident@iu.edu](mailto:it-incident@iu.edu)) promptly of any material nonconformity to applicable standards and requirements of [[ Title Of Supplier ]] machines, systems, applications, or networking equipment, of which [[ Title Of Supplier ]] becomes aware during the term of this Agreement.

**Third Parties:** [[ Title Of Supplier ]] responsibility for ensuring the security of IU Data in the course of its data activities extends to its employees and to any third parties engaged by [[ Title Of Supplier ]], including but not limited to web hosts or other service providers that may engage in data activities with respect to the IU Data. [[ Title Of Supplier ]] agrees to ensure any such third parties employ security measures for the IU Data equal to, or greater than, the measures this Addendum requires of [[ Title Of Supplier ]].

**Regulated Data:** If [[ Title Of Supplier ]] performs data activities on any of the following types of IU Data, it will comply with, and assist IU in complying with, the applicable laws and requirements set forth below:

Data Type	Reference	Citation and Requirements
<b><i>Student Education Records</i></b>	Family Education Rights and Privacy Act (FERPA)	20 USC 1232g et seq., and related regulations at 34 CFR Part 99

<b>Protected Health Information (“PHI”)</b>	Health Insurance Portability and Accountability Act (HIPPA)	42 USC 1320d-2 (note); implementing privacy and security regulations at 45 CFR Parts 160 and 164, and related agency guidance  <i>If [[ Title Of Supplier ]] will access PHI to perform a service on behalf of IU, then [[ Title Of Supplier ]] and IU must also enter into a Business Associate Agreement (BAA) in a form approved by IU. In the event of any conflict between the BAA and this Agreement, with respect to the security or privacy of PHI, the terms of the BAA shall control.</i>
<b>Student Financial Records</b> (e.g., records regarding tuition payments and financial aid)	Gramm-Leach-Bliley Act (GLBA)	15 USC 1681 et seq.; Privacy Rule 16 CFR 313; Safeguards Rule 16 CFR 314  <i>As applicable, [[ Title Of Supplier ]] shall have a program in place, documented in writing, to identify, detect, and address warning signs of identity theft, pursuant to the FACT Act, 15 USC 1681 et seq., and corresponding “Red Flag Rules.”</i>
<b>Genetic Information</b>	Genetic Information Nondiscrimination Act of 2008 (GINA)	42 USC 2000ff and implementing regulations
<b>Social Security Numbers, Driver’s License Numbers, or Financial Account Information</b>	Indiana SSN Law	Indiana Code 4-1-10
	Indiana Breach Notification Laws	Indiana Code 4-1-11; Indiana Code 24-4.9
<b>Payment Card Information</b>	The Payment Card Industry Data Security Standards (PCI-DSS)	<i>[[ Title Of Supplier ]] acknowledges responsibility for the security of cardholder data it possesses or otherwise stores, processes, or transmits, on behalf of IU. [[ Title Of Supplier ]] warrants it is Payment Card Industry Data Security Standards (PCI DSS) compliant and shall remain compliant for the term of this Agreement. [[ Title Of Supplier ]] shall provide IU its most recent Attestation of Compliance (AOC) or Self-Assessment Questionnaire (SAQ) upon execution of this Agreement and annually for the term of this Agreement. [[ Title Of Supplier ]] shall notify IU within seven (7) days of becoming aware [[ Title Of Supplier ]] is no longer PCI DSS compliant and promptly remedy that non-compliance. If [[ Title Of Supplier ]] uses a third party to process cardholder data, [[ Title Of Supplier ]] shall ensure that both itself and the third party meet the above requirements.</i>

**Limitation on Data Activities and Disclosure:** [[ Title Of Supplier ]] represents and warrants that it shall only use IU Data for the purpose of fulfilling its duties under this Agreement and shall not further disclose IU Data to any third party without the prior written consent of IU or as required by law. [[ Title Of Supplier ]] shall not use IU Data for targeted marketing purposes.

**Anonymized Aggregated Data:** Notwithstanding the above, [[ Title Of Supplier ]] may use anonymized aggregated data that it derives from IU Data within the course and scope of its data activities, solely to enhance the quality of its performance under this Agreement or the functionality of the products or services [[ Title Of Supplier ]] provides, but only if such IU Data does not constitute PHI.

**Property Rights:** [[ Title Of Supplier ]] acknowledges and agrees that all IU Data provided or made available to it by IU or individual users of [[ Title Of Supplier ]] service under this Agreement is and remains the property of IU or the individual user, as determined by law and IU policy.



**Return or Destruction of Data:** No later than thirty (30) days after termination or expiration of this Agreement, [[ Title Of Supplier ]] will either return or confirm in writing the secure destruction of all IU Data provided or made available to [[ Title Of Supplier ]] under this Agreement, at IU’s election and in accordance with any specifications for return or destruction that IU may provide to [[ Title Of Supplier ]].

**Incident Response:**

- f. **Notification:** Immediately upon becoming aware of an incident that results in exposure or potential exposure of IU Data, [[ Title Of Supplier ]] shall notify IU at [it-incident@iu.edu](mailto:it-incident@iu.edu), preserve all relevant authentication and system logs, and cooperate fully with IU’s investigation of, and response to, the incident. Except as required by law or with prior written permission from IU, [[ Title Of Supplier ]] shall not provide notice of the incident directly to any individuals whose IU Data may have been exposed.
- g. **Logs:** To facilitate the investigation of security incidents, [[ Title Of Supplier ]] will retain all authentication and other relevant system logs, including relevant logs from any contractors or subcontractors, for a minimum of sixty (60) days from the creation of such logs, and provide such logs to IU upon request.

**Indemnification:** Notwithstanding any other provision of this Agreement, [[ Title Of Supplier ]] shall defend, indemnify, and hold harmless IU in full for all direct costs, expenses, and liabilities incurred by IU as a result of [[ Title Of Supplier ]] breach of this Addendum, including any costs incurred by IU in providing notices to parties whose data may have been exposed to unauthorized access as a result of such a breach. These remedies shall be in addition to any other remedies provided within this Agreement or available under applicable law.

**Independent Assessment:** Upon request by IU’s University Information Security Office (“UIISO”), [[ Title Of Supplier ]] agrees to provide UIISO with the results of (1) an annual security audit, (2) vulnerability scan, and (3) formal penetration test, performed by one or more third parties approved by IU and with a scope that covers the relevant [[ Title Of Supplier ]] systems used in relation to the data activities and services being performed under this Agreement.

**Signatures:** Unless otherwise prohibited by law or University policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “Electronic copy of a signed contract” refers to a transmission by the University’s web based contracting system or other agreed upon electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the University.

By my signature below, I am accepting the terms and conditions of this Agreement and I certify that I am not an Indiana University employee, I am an independent contractor, and I understand the tax and legal implication of this Agreement and that payments under this Agreement will be reported on Form 1099.

University	[[ Title Of Supplier ]]
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
e-Mail:	e-Mail:
Phone:	Phone:
Date:	Date: