



INDIANA UNIVERSITY
PURCHASING DEPARTMENT

Request for Proposal
For
Enterprise SMS Texting Services

RFP-TEC-1243-2023

Final response due no later than
3:00 p.m. (EST-Indiana) on 08/17/2023

*****Please note that Indiana University utilizes Jaggaer's full suite of procure to pay functions, including the electronic sourcing portal. If you are a supplier who wishes to be formally invited to submit a proposal, please contact Lisa Hardy via the form provided on the Public Bid posting webpage. An invitation email will be sent to the supplier contact email provided via the form.*****

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B. Purpose

Indiana University (IU) is requesting proposals from firms interested in providing SMS Texting Services as specified herein. The intent of this Request for Proposal (RFP) and the ensuing process is to provide companies with the information, requirements, and specifications necessary for the preparation of a professional and comprehensive proposal. Specific terms and conditions are outlined.

Selection of the successful bidder will be based upon a variety of factors such as:

- Ability to meet statement of needs (technical specifications/scope of work)
- Price
- TCO
- Diversity status, goals, and other initiatives
- Comprehensive service and support offering
- Acceptance of Terms and Conditions
- References

These criteria have been listed in order of importance.

Indiana University is a state funded public higher education institution with the same [supplier diversity goals](#) as the State of Indiana. Supplier Diversity Spend Goals are University achievable expectations included in this sourcing event. Responses to the Supplier Diversity Information questionnaire found within the Prerequisites section of the supplier portal will be scored accordingly.

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 114,000. It has more than 23,000 faculty, professional and support staff that support its educational, research and public service missions.

For more general information about the institution, visit <https://www.iu.edu/index.html>

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 Q&A board. If you experience issues you may directly contact Strategic Sourcing Manager, Lisa Hardy, at lishardy@iu.edu . EXCEPT FOR CASES AUTHORIZED IN WRITING BY LISA HARDY, DURING THE DURATION OF THIS RFP PROCESS, THROUGH SELECTION AND NOTIFICATION, ANY COMMUNICATION BY PARTICIPANTS WITH INDIANA UNIVERSITY STAFF OTHER THAN LISA HARDY MAY RESULT IN IMMEDIATE REJECTION OF THAT PARTICIPANT. 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 may 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;	07/17/2023
Participant questions concerning the proposal must be received no later than 3:00 pm EST, in accordance with Section D1;	07/28/2023
An email response or status of response to participant questions will be provided no later than 3:00 pm EST. If the information is related to substantive content of the RFP, then clarifications will be sent to all known participants of the RFP;	08/03/2023
Proposals due by 3:00 pm EST;	08/17/2023
Remote or on-site demos will be scheduled as deemed necessary on or about	09/04/2023 – 09/15/2023
Selection of supplier on or about	09/25/2023

F. Statement of Needs

Objective:

The University currently utilizes multiple SMS products. The decision has been made to implement a set of enterprise scale SMS solutions. The enterprise CRM (powered by Salesforce) will continue to be utilized and expanded as SMS strategies are further developed. To supplement these CRM capabilities, we will select an additional product to fill functional gaps that may exist with CRM along with providing an enterprise option for use cases that do not currently leverage CRM. This supplemental enterprise SMS tool must accommodate the needs of a large scale of use cases across a high number of diversified and separate areas of university business.

Scope of Work:

Listed below are specific, desirable requirements for each of the functional solutions IU is seeking. Please respond regarding each of the requirements listed utilizing the Excel spreadsheet titled “Section F. RFP-TEC-1243-2023 SOW Requirements” which can be located within the Buyer Attachment section of the sourcing portal. Please respond by uploading the completed Excel document to the Supplier Attachments section of the sourcing portal.

Recipient Management & Targeting

- Ability for system to maintain a unique person record for each SMS recipient defined by a unique identifier.
- Ability for the unique person/recipient identifier to be designated by an external source.
- Ability for system to allow for multiple unique person/recipient identifiers for integration with multiple external sources.
- Ability for users to create filtered lists of recipients via a user-friendly interface.
- Ability for users to select an individual recipient based on user designated ad-hoc filter criteria.
- Ability for users to save filter criteria and repeatedly generate and update target recipient lists.
- Ability for users to save and re-use generated target recipient lists for multiple SMS sends.
- Ability for system to manage saved filter criteria and target recipient lists in separate folders that can be secured by individual groups/queues.
- Ability for end users to upload ad-hoc recipient lists that are created external to the product.
- Ability to suppress recipients from messages sent from a short code/keyword they've opted out of or based on user designated data filter criteria.

SMS Message Construction

- Ability for users to send dynamically personalized messages; this could include simple personalization such as first name of a recipient, or distinct chunks of content that vary based upon recipient data values.
- Ability for users to enter content for individual SMS sends as needed.
- Ability for users to create and manage standard text blocks and apply to multiple SMS sends.
- Ability for users to create, update, delete and apply SMS templates.
- Ability for users to manage saved content and templates in asset libraries that are associated to individual user groups/queues.

SMS Sends

- Ability to select an individual recipient and manually send a selected SMS message.
- Ability to manually execute an immediate SMS send to a filtered target group.
- Ability to schedule a specified date/time/time zone to initiate a SMS send to a filtered target group or group designated by an external target list uploaded into product.

SMS Sends - Automated

- Ability to fully automate SMS sends based on configurable recipient filters that continuously run and will send designated SMS messages until the process reaches a defined stop date/time or is inactivated.
- Ability to send multiple SMS messages to target recipients as part of an automated process that applies additional data filters, re-evaluates existing data filters, or evaluates recipient actions to determine additional messages to be sent.

Data Management & Retention

- Ability to maintain individual recipient records with person and related personalization/filter data.
- Ability to access all inbound and outbound send analytic data including send verbiage, date, time, sending unit, applied filter/list, sent from code.
- Ability to easily extract send analytics data in exportable csv/xlsx file formats based on user defined criteria.
- Ability for users to define schedules to automate data extracts and designate save locations for extract outputs.
- Able to maintain an unlimited/large audience dataset.

Integrations

- Ability to access, via API (Rest/SOAP), all send analytic data including send verbiage, date, time, sending unit, applied filter/list, sent from code.
- Ability to maintain individual recipient records with person and related personalization/filter data via API (Rest/SOAP).
- Ability to construct and trigger sends via API (Rest/SOAP).

Salesforce Sales/Service Cloud Embedded Functionality

- Ability to leverage SMS audience targeting filter creation directly within Salesforce.
- Ability to store and share SMS audience targeting filters created within Salesforce.
- Ability to configure all SMS screens to customize user experiences.
- Ability to select and send SMS messages to individual or filtered target groups of Salesforce Contacts.
- Ability to associate SMS threads to Salesforce Cases.
- Ability to auto create a new Salesforce Case record on SMS reply and connect to the appropriate Contact based on Mobile phone number.
- Ability to embed SMS send and conversational management within a Salesforce Case.
- Ability to associate send histories to individual Salesforce Contacts and provide user access to historic data leveraging native Salesforce user security capabilities.

Salesforce Marketing Cloud Embedded Functionality

- Ability to leverage SMS send capabilities as part of Marketing Cloud JourneyBuilder in a simple and user-friendly interface.
- Ability to have all SMS send analytics that are generated from embedded JourneyBuilder functionality stored and easily accessed.
- Ability for users to designate specific short/long codes to individual manual, scheduled, or automated SMS sends from Marketing Cloud including JourneyBuilder functionality.

User Group/Queue Management

- Ability to limit message visibility based on membership to a group/queue.
- Ability to create unlimited groups/queues (if not unlimited, very high ceiling).
- Ability for users to be a member of multiple groups/queues.
- Ability to associate Short/Long Codes and corresponding SMS messages and threads to a specified group/queue.

Conversational thread management

- Ability to integrate with Salesforce Case/Omnichannel functionality.
- Ability to maintain SMS sends and replies in a single thread for each contact/constituent with date and time stamps on each message.
- Ability to assign a user as a conversational thread "owner".
- Ability for users to identify, monitor, and access all threads for their group/queue and also all threads that are assigned to them.
- Ability for users to initiate new threads to individual recipients and close threads.
- Ability for users to "flag" threads and indicate need for additional attention or escalation.
- Ability to transfer a thread to a different functional area, creating a separate conversation outside of thread within functional area it started with.
- Ability for users to archive or in other ways mark a conversation as "complete" while thread persists.
- Ability for users with appropriate access to develop templated responses that can be one-click applied and are managed in libraries secured separately by unit.
- Ability to transfer a thread to a different functional area, creating a separate conversation outside of thread within functional area it started with.

Short/Long Codes

- Ability to establish and maintain separate short and long codes. Preference will be an ability to establish and maintain an unlimited number of short and long codes.
- Ability to have each code dedicated to Indiana University.
- Ability to associate both short and long codes to individual groups/queues/units.
- Volume (100+)
- Ability to specify Short and Long Code number selections by customer.

Recipient SMS Opt-In/Out

- Ability for recipients to opt out of campaign-specific messaging (e.g. individual keyword powered campaign opt-out supported) or opt out of a specific short/long code that is associated with a specific campaign/topic/preference.
- Ability to store and show recipient opt in/out status by Code in a configurable field.
- Ability to administratively opt-in or opt-out recipients in bulk, via automation and manual load.
- Ability for users that have appropriate accesses to manage the opt-in/out status of recipients and associated Short/Long Codes.
- Ability for recipients to re-opt-in again to a previously opted-out code via a clear, simple process.

Mass SMS to Conversational SMS

- Ability for recipients to reply directly to messages received from an individual, targeted group, and/or automated SMS message (to include Salesforce JourneyBuilder if applicable) and initiate a one-to-one conversation, contained in a single thread.
- Ability for auto responses to be sent on receipt of reply with preset verbiage for all SMS outbound send mechanics.

User Access Management

- Ability to configure multiple customized user access sets that allow specified data access at all levels of granularity.
- Ability to designate user groupings and/or queues where individual user access can be maintained to groups/queues.
- Ability to restrict what short/long codes users have access to.
- Ability to configure multiple customized user access sets that allow Access to Functionality
 - Ability to manage access to functionality based 'role' assignment.
 - Ability to manage access to functionality at a granular level – e.g. access to view vs to send SMS.
- Log In (CRM Embedded vs Standalone)
 - Ability to configure Single Sign-on - SAML 2.0 protocol
- Ability to administratively set SMS send volume limits by individual user.

Volume Scales

- Ability to accommodate the need for unlimited SMS sends within a 24 hour, monthly, and annual rate.
- Ability to accommodate an unlimited number of concurrent conversational SMS threads with no daily, weekly, monthly, or annual cap.
- Ability to manage and use an unlimited number of person records/contacts/recipients.
- Ability to manage an unlimited number of active users.
- Ability to manage and secure an unlimited number of user groups/queues.

Accessibility

- Must adhere to all Indiana University accessibility standards.

HIPAA/PHI/Financial Data Security Standards

- Ability to control which data and/or objects vended product has access to.
- Ability to secure both native and custom data fields to users and vendor.
- Ability to encrypt both native and custom data fields.
- Ability for system and vendor hosting to adhere to all Indiana University ePHI/HIPAA standards and requirements.

G. Terms & Conditions

Reference Prerequisites Section – Terms and Conditions

H. Proposal Response

Please provide the required responses within the JAGGAER sourcing portal under the Questions section. Please note, supplemental documents and/or a standard proposal response document may be uploaded under the Supplier Attachments section of the JAGGAER sourcing portal.

Issued by:

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Strategic Sourcing & Diversity Manager
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Issued: 07/17/2023

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. Any signed original copies must be received in the Purchasing Department no later than 72 hours after the due date/time. A legally authorized representative(s) of the participant must sign the proposal.
- D3 Office hours for receipt of mailed proposals 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 Contract Manager. 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.

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 <http://www.indiana.edu/~policies>. In connection with the performance of work under this Agreement, Supplier agrees not to discriminate against any student, employee or applicant for employment because of age, color, disability, ethnicity, sex, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sexual orientation, or veteran status. Supplier further agrees to take affirmative action to insure equal employment opportunities. Supplier, including all employees and agents, shall agree to abide by, and comply with, all University, federal, state, and local policies, regulations, and laws that pertain to sexual

harassment and non-discrimination. Supplier further agrees that employees and agents, while on University's premises, shall comply with and observe all applicable rules and regulations concerning conduct on the University's premises, which are imposed upon the University's employees and agents.

G8 Excused Performance

If, because of riots, war, public emergency or calamity, fire, flood, earthquake, act of God, government restriction, business operations at the University are interrupted or stopped, the performance of the Agreement, with the exception of money already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of the Agreement may be extended, by mutual written consent, for a period of time equal to the time that such default in performance is excused.

G9 Force Majeure

Neither party shall be in considered in breach of the agreement for failure to perform if such failure is caused by national or local calamity, acts of terrorism, the act or regulation of any public authority, labor difficulty or strike, war, epidemic, fire, storm, inclement weather or other act of God, or any other cause beyond the reasonable control of the non-performing party that renders that party's performance impossible.

G10 No Waiver

The failure of University to insist in any one or more instances upon the performance of any one or more of the provisions of the Agreement or to pursue any rights here under shall not be construed as a waiver of any such provisions or the relinquishment of any such rights.

G11 Severability

If any provision of the Agreement or its application to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of the Agreement and the application of its provisions to other parties or circumstances shall not be affected and shall be enforced to the extent permitted by law.

G12 Independent Supplier Relationship

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

G25 Data Privacy and Security

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 Intellectual Property

- (1) The Deliverables shall be deemed works for hire and, except as otherwise provided herein, the Deliverables (including all associated source code, documentation, and modifications thereto) shall be the exclusive property of University. Supplier hereby assigns to University all right, title, and interest, including, without limitation, all intellectual property rights and copyrights, patents, and trade secret rights, in and to the deliverables, including any portion thereof that does not meet the definition of a work for hire.
- (2) Supplier agrees to execute and, if applicable, cause its employees and contractors to execute, all documents and to perform such other proper acts as University may deem necessary or desirable to secure for or confirm to University or its designee any of the rights herein conveyed or assigned.
- (3) To the extent any Deliverables are to contain or incorporate any materials previously developed by Supplier or developed by Supplier independent of this Agreement (collectively, "Supplier Components"), as between University and Supplier and provided that Supplier identified such Supplier Components to University in the applicable Agreements (including the Deliverable(s) into which the Supplier Component is incorporated), Supplier shall be the exclusive and sole owner of such Supplier Components. Subject to the license set forth in Section (4) below, Supplier does not assign or transfer any right, title, or interest in or to such Supplier Components to University.
- (4) Supplier hereby grants to University, and University hereby accepts, a perpetual, nonexclusive, worldwide, irrevocable, royalty-free, fully paid-up license to such Supplier Components sufficient to allow full lawful use of the Deliverable(s) incorporating such Supplier Components, including the use of such Deliverable(s) by University's agents and

independent Suppliers and further including the right of University to create derivative works, license, sell, or assign such Deliverable(s) to any third party without the consent of Supplier.

- (5) Supplier may incorporate into the Deliverables any open source or third party software that it either owns or has a license to use; provided, however, that for software it does not own, it shall take all actions necessary to procure the necessary rights for University to use the software in accordance with the terms of this Agreement. All such components shall be documented to and approved by University in writing in advance or in the Agreement. To the extent that any license requires that modified source code be made publically available, Supplier shall obtain written consent from University before incorporating such code into the Deliverables. Supplier shall remain fully liable for any open source or third party software that it incorporates into any Deliverable.

G29 Notices

With the exception of notice of termination, written notice called for in the Agreement may be given by personal delivery, first class mail, overnight delivery service, email or facsimile transmission. Notices given by personal delivery will be effective on delivery; by overnight service, on the next business day; by first class mail, five business days after mailing; and by email or facsimile, when an answer back is received. Notices shall be sent to:

Indiana University	Supplier
Lisa Hardy	NAME
Indiana University Purchasing Department	COMPANY NAME/DEPARTMENT
501 N. Morton Street, Showers Building 110	STREET ADDRESS
Bloomington, IN 47404	CITY, STATE, ZIP
lishardy@iu.edu	EMAIL ADDRESS
Phone: 812.855.5813	Phone:

Minimum Insurance Requirements

Supplier (whether corporation, sole proprietorship, or partnership) shall procure and maintain during the term of the contract and until final acceptance of the completed work under the contract, and shall deposit with Owner prior to beginning work, Certificate(s) of Insurance evidencing the types of coverages and minimum limits as set out in this Exhibit.

No supplier or subcontractor shall commence work and shall not be paid for any work performed until proper certificate(s) of insurance have been submitted to and approved by the owner. All required insurance policies shall be written by a company(s) authorized to do business in Indiana. The owner shall not be liable to any person for the failure of the supplier or any subcontractor to carry specified insurance.

CERTIFICATE HOLDER:

The Trustees of Indiana University
c/o Office of Insurance, Loss Control & Claims
1800 N. Range Road
Bloomington, IN 47408

ENDORSEMENTS

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

1. Additional Insured Endorsement (CG2010 10 01 and CG2037) or equivalent form required on General Liability, Automobile Liability and Excess Liability policies naming the Owner and/or Other Parties as defined in Owner's Contract and including coverage for completed operations. (Owner is defined as: "The Trustees of Indiana University, its officers, agents and employees").
2. Waiver of Subrogation on Comprehensive General Liability, Automobile Liability, and Employer's Liability/Workers' Compensation Policies.
3. All insurance policies shall be primary and non-contributing with any insurance carried by the University, and shall contain a severability of interests clause in respect to liability, protecting each named insured as though a separate policy had been issued to each.
4. 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.
5. Because of the provisions of the ACORD 25 form, each type of liability insurance (general, automobile and excess) must include a copy of a valid endorsement such as CG 20 33 07 04 as assurance that the additional insured requirement has been met.

TYPE OF INSURANCE COVERAGES REQUIRED

GENERAL LIABILITY/OCCURRENCE FORM	MINIMUM COVERAGE REQUIREMENTS	
Commercial General Liability	General Aggregate	\$2,000,000
Premises and Operations	Occurrence	\$1,000,000
The policy must cover claims arising from sexual misconduct.		

Personal and Advertising Injury	Aggregate	\$1,000,000
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AUTOMOBILE LIABILITY	\$1,000,000 Each Accident
Combined Single Limit	
• Any Auto	
• Hired Autos	
• Non-Owned	
• Medical Payments	

Note: Owner reserves the right to require increased limits of coverage if, in opinion of the Owner, project is hazardous in nature or poses a higher than usual risk.

WORKER'S COMPENSATION, OCCUPATIONAL DISEASE AND EMPLOYER'S LIABILITY

If the Supplier will be on University premises (other than incidental visits to the Purchasing Department), the Supplier 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. Before commencing contracted activities, Supplier shall submit to IU a valid State Form 41321 (Certificate of Compliance - Worker's Compensation and Occupational Diseases) or a facsimile thereof at IU's option. If the Supplier is not required to carry workers compensation insurance, then a Certificate of Exception must be obtained from the State. See <http://www.in.gov/dor/4473.htm>. Form WCE-1 can be obtained at <https://forms.in.gov/download.aspx?id=7134>.

Worker's Compensation: Statutory

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

University as Additional Insured "The Trustees of Indiana University, its officers, agents and employees" shall be added as an additional insured under the commercial general and automobile liability policies only.

INSURANCE CARRIERS

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 the Owner 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 property and/or injury to persons, including supplier's employees and all sub-supplier's employees at any tier, 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 Supplier, its agents or employees, or by its subcontractors of any tier, their agents or employees, whether through negligence or willful act; and Supplier shall, at the request of Owner, undertake to investigate and defend any and all such claims or suits against Owner.

Anything herein contained to the contrary notwithstanding, the Owner and Supplier waive all rights, each against the other, for damages caused by perils covered by any insurance purchased in accordance with the provisions of the Fire and Extended Coverage section of the Supplier's insurance policy, except such rights as they may have to the proceeds of such insurance. This provision shall not release the Supplier from its obligation to complete, according to plans and specifications, the project covered by the Contract and the Supplier, and its Surety shall be obligated to the full performance of the Supplier's undertaking.

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 vendor(s) or with any competitor;
2. No attempt has been made or will be made by Supplier 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 Supplier as a result of award of an agreement or promise of award to Supplier.

Name: _____

Signature: _____

Title: _____

Company: _____

Date: _____

Federal Debarment Certification

(date)

Purchasing Department
Indiana University
400 E. 7th Street
Bloomington, IN 47405

In accordance with the Federal Acquisition Regulation, 52.209-5:

- (a) (1) The Company certifies, to the best of its knowledge and belief, that—
(i) The Company and/or any of its Principals—

(A) (check one) **Are ()** or **are not ()** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (The debarred list (List of Parties Excluded from Federal Procurement and Nonprocurement Programs) is at <https://www.sam.gov/portal/SAM/##11>.)

(B) (check one) **Have ()** or **have not ()**, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) (check one) **Are ()** or **are not ()** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

- (ii) The Company (check one) **has ()** or **has not ()**, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Company shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Company learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Company’s responsibility. Failure of the Company to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Company non-responsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Company is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Company knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate any contract with the Company for default.

(firm)

(address)

(signature required)

(Phone)

(print name)

(fax)

(print title)

(Federal Taxpayer ID Number)

SUPPLIER DIVERSITY INFORMATION

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

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

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

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

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

State your company's status:

_____	Small Business	_____	WBE
_____	SDB	_____	HubZone
_____	MBE	_____	Historically Black College/University
_____	Service Disabled Veteran Owned	_____	Veteran Owned

- PLEASE ATTACH CERTIFICATION WITH COMPLETED FORM -

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

Yes _____ No _____

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

Identify any and all Second Tier Business Relationships or First Tier Business Relationships Supplier has with Minority, Women, and Disadvantaged Owned and operated businesses. First Tier is defined as any supplier, regardless of type or size, which has a direct contract with Indiana University. Second Tier is defined as any supplier, regardless of type or size, which is contracted through a First Tier supplier to Indiana University.

Name: _____

Signature: _____

Title: _____

Company: _____

Date: _____

Sustainability Questionnaire

Company Name: _____

Date: _____

The Supplier Sustainability Questionnaire must be completed and returned with your Bid/Proposal. This questionnaire is applicable to firms that provide services and goods.

1. What Policies are in place to monitor and manage your supply chain regarding environmental issues? Please check the items that apply.

- We apply environmental criteria when making purchasing decisions.
- We purchase “green” (recyclable, reusable, non-toxic, bio-degradable, and made from 100% post-consumer recycled materials) supplies, products and materials.
- We specify sustainable products and or locally manufactured products
- We specify products using Electronic Products Environmental Assessment Tool (EPEAT) standards
- We partner with sustainable suppliers or utilize suppliers who share in the sustainability commitment
- Our Director of Sustainability is researching industry best procurement practices

Other – describe other ways your company monitors and manages your supply chain regarding environmental issues

2. What type of sustainable packaging/shipping materials do you use? Please check the items that apply.

- Our packaging/shipping materials are recyclable
- Our packaging/shipping materials are reusable
- Our packaging/shipping materials are bio-degradable
- Our packaging/shipping materials are made from 100% post-consumer recycled materials

Other – describe other types of sustainable packaging/shipping materials you use

3. Does your company have a Green Transportation Plan for your operation? Please check the items that apply.

- We encourage carpooling, public transportation, and using other alternative modes of transportation
- We subsidize public transportation for employees
- We are developing a Green Transportation Plan
- We have an established Green Transportation Plan (Describe below)
- We offer flexible hours, telecommuting or a compressed work week
- We utilize teleconference, video conference, WebEx or GoTo Meetings
- We purchase carbon offsets
- We own electric, hybrid, or E-85 fueled vehicles
- We rent hybrid vehicles

Other – describe your company’s Green Transportation Plan for your operation

4. What does your company do to minimize the environmental costs associated with shipping?
Please check the items that apply.

- We are evaluating what the company can do to minimize the environmental costs associated with shipping
- We combine deliveries with customer visits
- We consolidate deliveries
- We use bike couriers for local delivery
- We utilize electronic communications and electronic transfer of documents. E-mail, fax and Portable Document Format (PDF)
- We use eco-friendly courier’s packaging/shipping materials that include post-consumer waste recycled materials and are recyclable
- Our packaging and shipping materials are reused until they eventually get recycled
- We have established a sustainability plan that minimizes the need for shipping (Describe below)
- We update mailing lists to minimize unwanted mailings
- We specify products that can be purchased within a 500 mile radius of the delivery location

Other – describe what your company does to minimize the environmental costs associated with shipping

5. Does your company have an environmental policy statement? Please check the items that apply.

- We are developing an environmental policy statement
- Our environmental policy statement consists of a commitment to promote environmental stewardship
- Our environmental policy statement describes our company’s Sustainability Initiative
- We have formed an oversight committee to ensure the success of our environmental policy
- Our environmental policy statement describes how our company explores opportunities to work with communities, governments and non-governmental and professional organizations to help articulate, teach and advance the principles of sustainability

Other - Provide (or supply a link) your company’s environmental policy statement

6. Has your company ever been cited for non-compliance of an environmental or safety issue?
Please check the item that applies.

- No, my company HAS NOT been cited for non-compliance of an environmental or safety issue
- Yes, my company HAS been cited for non-compliance of an environmental or safety issue

State the reason, date and outcome of the citation

7. What programs do you have in place, or planned for promoting resource efficiency? (i.e. an environmental or waste audit)? Please check the items that apply.

- We recycle consumables, reduce waste and practice energy reduction when possible
- We are developing a recycling program
- We utilize a formal energy management system
- We are a member of various environmental organizations
- We have formed a Sustainability Committee to identify sustainable solutions for our company
- We have a company-wide Recycling Program
- Our Director of Sustainability initiates and supports sustainability efforts
- We have performed an environmental or waste audit
- We are recognized by peers and environmental organizations for providing leadership in sustainability
- We are a carbon-neutral company

Other - what other programs do you have in place, or planned for promoting resource efficiency
