

INDIANA UNIVERSITY

REQUEST FOR PROPOSAL

BURSAR TUITION LOCKBOX SERVICES

February 07, 2003

PREAMBLE

Indiana University (IU) founded in 1820, is a public educational institution. The Indiana University system includes eight campuses with core campuses located in Bloomington and Indianapolis; other campuses are located in Gary, South Bend, Columbus, Kokomo, Richmond and New Albany. IU is a State supported institution that enjoys a total student population in excess of 98,000 supported by a staff and faculty of over 18,000 personnel.

Additional information on Indiana University may be seen at: <http://www.indiana.edu>

KEY POINTS

The reduction of current banking fees associated with lockbox processing with the retention of existing process, procedures and documents are the key issues focused on in this RFP. These will also be the key decision drivers in the selection process.

SCOPE

The intent of this Request for Proposal (RFP) and the ensuing process represents an effort to secure offers from financial institutions or other services providers for lockbox services to be provided to the University for Bursar Receivables. The university is looking to increase its bottom line by reducing overall processing costs while maintaining existing processes and procedures. Accuracy is of the utmost importance in processing the university's bursar receivables, as customer class schedules and graduation can depend on the prompt and accurate processing of payments. Imaging capabilities are a part of this proposal but are not absolutely necessary. The primary purpose of this RFP is the reduction of costs involved in the processing of the University's lockbox services without significant change to our existing processes.

Further, the purpose of this RFP is to provide information and necessary requirements the service requested as outlined in this document. It is not intended to preclude or limit providers in any way from offering creative and economic solutions to our needs.

OBJECTIVES

The objectives of this solicitation process are to:

- Decrease banking costs associated with lockbox processing.
- Implementation with minimal change to Indiana University's internal process and procedure.
- Maintain existing processing efficiencies and procedures.
- Decrease response time of service issues and research items.
- Enhance operations by adding imaging to the process wherever feasible and cost effective.

Section A. SCHEDULE OF EVENTS

Issuance of RFP Document	February 7, 2003
Responses Due	March 7, 2003
Evaluate Proposals	March, 2003
Vendor Meetings (at IU Discretion if necessary)	March, 2003
Decision On Proposals	April 01, 2003
Implementation	May 01, 2003

Section B. REQUIREMENTS AND RESPONSE GUIDELINES

2.1 The University will not enter into any contract or affix signature to any document, the terms of which require the University to waive conditions or requirements negotiated via this solicitation process, provided for in this document or by mutual consent. Any document containing a clause or clauses that purport to supersede all other documents included in, or arising from this solicitation process will be rejected.

2.2 If you wish your contractual document(s), in whole or in part, to comprise a portion of the final governing language of any agreement arising from this solicitation process, you should furnish such contractual documents(s) with your response. A legal review of your contractual demands in view of what is acceptable to the University as an entity of the State of Indiana shall be part of the criteria in evaluating your offer.

2.3 Notwithstanding any other provision of this RFP, the University expressly reserves the right to waive any irregularities; to reject any or all proposals in whole or in part; to select the proposal that in the sole opinion of the University best meets the University's interests; or reissue a request for proposals. 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 costs/revenues are your most favorable.

2.4 Incorporation of Appendices: Terms and conditions for conducting business transactions with the University are listed in Appendix A and B of this RFP. These Appendices and their stated provisions are hereby included complete and full in this RFP.

2.5 Your response to this RFP constitutes an offer to do business with Indiana University under (at a minimum) the terms, conditions and pricing collectively gathered by this solicitation process. In the event a contract is awarded, the University, at its option, may incorporate all or parts of your response in that contract. Any or all answers and information contained within your proposal shall become part of the final agreement between you and the University.

2.6 All proposals or offers must be signed by a duly appointed officer or agent of your company.

2.7 Unless judged a trade-secret, no part of your offer or proposal can be guaranteed proprietary or confidential. As required by the Indiana Open Records law, I.C. 5-14-et seq., submittals may become public information once a contract has been completed.

2.8 Proposals responding to this Request shall not be tied to any potential or future arrangements.

2.9 Issuing Office

Responses to this document must be returned on or before close of business, March 07, 2003

Responses must be sent to:

INDIANA UNIVERSITY
Attn: Patrick L. Smith, C.P.M.
Purchasing Department
Poplars Bldg, Room 403
400 East 7th Street
P. O. Box 4040
Bloomington, IN 47402
Phone: 812-855-5037 - Fax: 812-855-7839
E-mail: plsmith@indiana.edu

2.10 Responses sent via E-mail attachment are preferred. If your response can only be provided as a paper document, five (5) copies should be sent via mail. (do not send paper copies if electronic attachments are provided)

2.11 If you wish to have an electronic copy of this RFP document, send your request via e-mail to plsmith@indiana.edu.

2.12 Those responding to this document should advise the Purchasing Department immediately of any ambiguity, inconsistency or error, which they may discover upon examination of this RFP.

2.13 All questions regarding RFP solicitation or university competitive procedures should be directed to the Purchasing Department.

- 2.14 Using information and following all requirements provided in the various sections of this document, the financial institution (FI) or service provider (SP) responding must reply to each and every item in this RFP.
- 2.15 Responses should be organized in the same sequence as this RFP and should respond directly to each specification item, requirement, or questions at the level of detail at which each is presented. In addition to point-by-point responses, you may include descriptive literature if you make reference to specific contents. In reviewing the proposals, university personnel will not search through general literature. Where a question is asked, answer the question and supply any supportive detail.
- 2.16 You are not required to re-write the statements as they appear in this RFP but should reference each response with the Section number and item number.
- 2.17 While responses should address all RFP items, it is important to note that we also encourage and will consider any creative ideas for improvements or cost savings related to this transaction that may not be suggested in this document. Due to our current critical budgeting process, funding levels, and financial conditions within the State of Indiana, we seek economic savings wherever and in whatever form might be possible. Functional, technical, and economic solutions beyond the confines of this RFP may also be considered.
- 2.18 Proposals will initially be screened to determine if processing changes are required. If substantial process or procedure changes are required the proposal will not be reviewed further.
- 2.19 Evaluation Criteria: Proposals will be evaluated by the following criteria:
- 60% Cost of all Services Provided
 - 20% Customer Service (Client Support)
 - 10% Availability Schedule and Ledger Cut-off Time
 - 05% Imaging Capabilities
 - 05% Quality Controls

Section C. CONTRACT TERM AND IMPLEMENTATION OF SERVICE

- 3.1 The term of any agreement arising out of this process shall be for a period of three (3) years from the first day following implementation. Two, one-year extension years shall be applied after expiration of original term upon mutual agreement.
- 3.2 All costs detailed in your response shall remain firm for the duration of the contract term stated above.
- 3.3 Selected processor will be required to adhere to the Schedule of Events as detailed in section A.

Section D. FINANCIAL INSTITUTION/PROCESSOR BACKGROUND

4.1 Please include your last year's financial statement along with one or more ratings from any of the following agencies: Standard & Poor's, Moody's, Thomson Bank Watch, Sheshunoff, or Laclede.

- If your proposal is submitted by electronic media and the financial information required in 4.1 is not available by the same media or electronic process, this information must be delivered to the issuing office to arrive on or before the closing date of this solicitation process.

Section E. DESCRIPTION OF ACTIVITY

5.1 Indiana University is seeking a financial institution to provide lockbox services, including imaging capabilities, for the Bursar receivables on all IU campuses. The Office of the Bursar on each campus is decentralized and has responsibility for independently managing their campus' Bursar receivables, however, one common Bursar database exists within Indiana University. Respondents to this RFP will be asked to provide the University with technological, banking and customer service support associated with the processing of payments via a lockbox operation at each campus location.

5.2 Each campus will use a remittance document/advice encoded with Optical Character Recognition (OCR) readable print on the scan-line. The current scan line includes both alpha and numeric characters. The University reserves the right to modify or design the remainder of the remittance form, preserving a common location and font for the scan-line for all campuses.

5.3.1 The selected processor will accept, without modification the scannable documents currently in use by the University.

5.4 Prior to the start of the lockbox service, IU will submit a supply of sample invoices for testing by the service provider. The operating instructions and requirements for processing, delivery, reporting, service, deposits, etc. will be detailed under the heading "Processing Instructions" in the following section.

5.5 It should be noted that this lockbox could also be used as a receipt point for consumer printed invoices as generated by our web based Bursar payment system currently under development. The selected processor will be advised as needed of project development.

Section F. PROCESSING INFORMATION

6.1 The University's processing volume for the period of [January 2002](#) through [December 2002](#) can be found in **ATTACHMENT A**.

6.2 Remittance Document: The remittance forms provided by the campuses to their customers will direct payments to the lockbox processing center and will define the campus for which the process is being provided based on the P.O. Box number, to which it is delivered.

6.3 An “OCR” encoded, scannable remittance document will be used by each campus. The scan-line will detail the necessary university and campus specific characters and references that must be transmitted daily to the University, in order to interface with the Bursar Accounts Receivable System (BARS). The breakdown of this layout is detailed in **ATTACHMENT B**.

6.4 Payment Processing: The processing center will retrieve Bursar payments directly from the Post Office at the earliest possible time once the mail becomes available and additionally at regularly specified intervals throughout the day.

6.5 Acceptable Payees:

- Indiana University*
- IU*
- Indiana University Purdue University Indianapolis*
- IUPUI*
- IU Indianapolis*
- IU Kokomo*
- IU Bloomington*
- IU Northwest*
- IU South Bend*
- IU Columbus*
- IU East*
- IU Richmond*
- IU Southeast*
- IU New Albany*

* With or without any of the following (Bursar, or Bursar Office, or Office of the Bursar, or School or...)

6.6 Unacceptable Payees:

- Purdue University
- Indiana University Foundation
- IU Foundation
- University of Indianapolis
- Indianapolis University
- Indiana State University
- (Co-payable checks)
- (Checks payable to or referencing trusts)
- (Checks payable to or referencing Scholarships)

6.7 Cash and Check Payments:

6.7.1 The University agrees to instruct its customers not to send cash. Any cash received by the service provider will be processed as an exception item. This means that the monies shall be included in the daily deposit activity report

received the following day and indicated as cash, as well as, being identified on the daily processing transmission.

- 6.7.2 The University does not require payment to be of specified amounts. Partial payments are acceptable, as well as, over payments whether or not the amount due on the remittance coupon agrees with the received amount of monies through the lockbox.
- 6.8 Processor will process payments in the form of personal check, money order, traveler's checks, cashier's check and cash on the day of receipt.
- 6.9 Processor must keep and store an image/facsimile of all checks processed through the lockbox.
- 6.10 Go-Backs: Processor will sort mail for processing and separate "go-backs" as defined below:
- 6.10.1 Payments received without the scannable remittance form: these contents are to be left in their envelopes and returned to the appropriate campus Bursar Office (as pre-determined by the P.O. Box to which it was delivered) unprocessed, as go-backs the same-day for receipt within 24 hours.
- 6.10.2 A remittance document with the letter "R" in the "no check accept field" of the scan line: the processor will program the scanner to include the ability to read for the presence of a "no check accept" field from the scan-line. "A" in the first far-left character represents acceptance of all forms of payment. An "R" indicates a reject. For accounts with this notation of "R", payments by personal check are rejected and will be returned as go-backs to the appropriate campus Bursar Office the same-day for receipt within 24 hours.
- 6.10.3 Improper payee listed: the processor will sort out any payments that include checks that are payable to the student, co-payable to the student and Indiana University, or that include the words "Scholarship" or "Trust" in the body of the check. These will be returned as go-backs to the appropriate campus Bursar Office same-day for receipt within 24 hours.
- 6.10.4 Foreign Currency: instruments drawn in foreign currency or on a bank located outside the United States will be handled as go-backs and must be sent to the appropriate campus Bursar Office for foreign collections routing.
- 6.10.5 Credit Card Payments: all credit card payments shall be returned to the University as go-backs. The University shall be responsible for processing all credit card payments.
- 6.10.6 The following items shall be considered as go-backs and returned to the University:
- Remittance forms without payment
 - Payments without remittance forms

- Single checks with multiple remittance forms
- Sponsor certificates/authorizations
 - Scholarship checks, their remittance form, and any other correspondence
 - Payment by personal check on accounts requiring guaranteed funds (those documents with "R" in first position of scan line)
 - Credit card payments
 - Post dated checks, if denoted in opening process
 - Foreign checks (any check that may not be processed through the United States Federal Reserve System)

6.10.7 Go-back materials should be placed back in their original envelopes and returned to the appropriate campus Bursar Office for handling. Envelopes are to be kept in the same order of items opened and rubber-banded to the back of each bundle. Envelopes and processed work will be returned to the University along with all other documentation to the appropriate campus Bursar Office same-day for receipt within 24 hours.

6.11 Correspondence and Other Materials to be Returned:

6.11.1 The processor will mark any correspondence received with payments through the lockbox with the student name and account number. The correspondence items will be returned to the appropriate campus Bursar Office within 24 hours. The payment will be processed with the remittance form by the processor.

6.11.2 The presence of any writing on the document is extremely important to acknowledge and will require these remittance advices to be processed in a separately designated batch. These remittance forms and envelopes should be returned to the appropriate campus Bursar Office. (i.e. "cancelled", "address change", etc.)

6.12 Reports: The processor will provide at a minimum, the following hard-copy reports the business day following the transmission:

6.12.1 Summary listings of total dollars and total transaction count transmitted by batch, as well as, listing the grand total of the deposit.

6.12.2 Complete listing of all individual payments processed including the following information: batch label, sequence number, student account number, and payment amount.

6.12.3 The University will provide the processor with a contact person and information as to where the report should be received.

6.13 Additional Processing Instructions:

- 6.13.1 The processor will denote in a legible imprinted format on the back of each remittance advice and check, the following information:
- The campus for which the payment was processed and the student account number (taken from the document's scan line) or the entire scan line.
 - The amount of the payment.
 - The number of the batch within which it was processed.
 - The date of the processing.
 - P.O. Box number, a.k.a. campus location code.
- 6.13.2 All returned checks will be supplied with an individual debit memo and be returned to the appropriate campus Bursar Office based on the assigned campus location code.
- 6.13.3 All deposit adjustments including foreign exchange adjustments will be returned to the appropriate campus Bursar Office based on the assigned campus location code.
- 6.13.4 The processor will make available front and back imaged copies of checks for research, as requested by the campus Bursar Office, within two working days of the date of request.

Section G. CAMPUS CONTACTS

- 7.1 The campus contacts for each of the P.O. Box numbers issued (for go-backs and other documents to be received) are listed below:

South Bend Campus

Linda Lucas
Office of the Bursar
South Bend, IN 46634-7111
PHONE: 219-237-4489
FAX: 219-237-4599
EMAIL: llucas@iusb.edu

Kokomo Campus

Marvagene Cummings
Office of the Bursar
2300 S. Washington
Kokomo, IN 46904-9003
PHONE: 765-455-9352
FAX: 765-455-9537
EMAIL: mcummin@iuk.edu

Northwest Campus

Marianne Milich
Office of the Bursar
Hawthorn 102

3400 Broadway
Gary, IN 46408
PHONE: 219-980-6618
FAX: 219-981-4246
EMAIL: mmilich@iun.edu

Bloomington Campus

Donna Falk
Office of the Bursar
Franklin Hall 011
Bloomington, IN 47405-2801
PHONE: 812 855-3338
FAX: 812 855-7535
EMAIL: dfalk@indiana.edu

Indianapolis Campus

Larry Gaston
Office of the Bursar
425 Univ. Blvd CA147
Indianapolis, IN 46202-5142
PHONE: 317-274-3649
FAX: 317-278-1579
EMAIL: lgaston@iupui.edu

IUPU Columbus

Sue Garland
Office of the Bursar
4601 Central Avenue
Columbus, IN 47203
PHONE: 812-348-7224
FAX: 812-348-7320
EMAIL: segarlan@iupui.edu

IU SOUTHEAST

Mary Wilson
Bursar/Accounting Services
4201 Grant Line Road
New Albany, IN 47150
PHONE: 812-941-2437
FAX: 812-941-2639
EMAIL: mwilson@ius.edu

Section H. PROCESSING EQUIPMENT

8.1 Please describe your lockbox equipment. (i.e. age, capabilities, processing speed, etc.)

Section I. DATA TRANSMISSION

9.1 The processor will transmit one file for all daily payment records to Indiana University on a daily basis. The transmission detail will identify all batches associated with each P.O. Box assigned to Indiana University for tuition lockbox services. The desirable time for the transmission window is 13:00-15:00. Details and specifications for the transmissions format, header, and detail records were made available through the University Information & Technology Services Department and are attached.

9.2 Current Processing:

- Processor must be able to transmit data to and from Indiana University as is currently done via a dial-up modem connection.
- Processor must also be able to transmit data to and from Indiana University via secure Internet protocols.
- Data transmissions (to and from) Indiana University must be encrypted and have an encryption key of 128 bits (at minimum). Utilizing a software package that uses the standard PGP protocol will suffice in meeting this requirement.
- Industry standards must be followed in protecting Indiana University data once it is received at the processor.
- The processor must have the ability to send an e-mail confirmation of receipt of files to and from Indiana University.
- A testing environment must be available at the processor for Indiana University to test new transmissions or for use when hardware/software changes are being implemented.
- A primary and secondary technical contact must be identified at the processor as a contact for cases where a transmission is missed or incorrect.
- An escalation procedure must be in place at the processor in the event that problems occur and primary and secondary contacts are unreachable or problems are not resolved in a timely fashion.

9.3 Every effort has been made to correctly state the current technical processes in use by the University for the receipt and format of the transmission file. If any discrepancies are found between this document and the current processes in use by University Information & Technology Services the current processes will prevail.

9.4 The processor will notify University Information & Technology Services immediately upon receiving a transmission error message. The dollar total and transaction count associated with that transmission should be included in the notification. A technical contact name and phone number will be provided to the processor, by the University at a later date.

9.5 The processor will maintain electronic back-up copies of each transmission for emergency use. These copies shall be maintained for five days following the original transmission date.

Section J. DELIVERY METHOD/COURIER

- 10.1 Processor will provide courier service or overnight mail service, daily to each campus for the following items:
- delivery of go-backs and correspondence.
 - delivery of the previous day's remittance forms and envelopes (both maintained in batch order).
 - delivery of daily transmission reports.

Section K. DEPOSIT REQUIREMENTS

- 11.1 The University requires one depository bank account for all lockbox receivables. If the University already has an established bank account with respondent all lockbox receivables will be deposited into an existing bank account and shall be denoted by a location number assigned to each deposit ticket. The location number shall be the P.O. Box number assigned to the lockbox. The deposit ticket shall be returned to the appropriate campus the following day.

Section L. COMPENSATION

- 12.1 Please enter all costs associated with this service within ATTACHMENT A. Please include all additional fees not itemized on ATTACHMENT A.

Section M. QUALITY CONTROL AND CUSTOMER SERVICE

- 13.1 Indiana University is looking for a partner who is committed to accuracy in processing and willing to stand behind this commitment. Processing errors can result in penalties being assessed to the student or refund of monies that they are not entitled. Depending on the severity of the problem or error, the University may want the processor to acknowledge responsibility in a mailing to the students.
- 13.2 Does your institution have a formal quality improvement program in place? If so, please describe. Please list your institution's error rates as listed below:
- 13.2.1 Item Processing Error Rate
 - 13.2.2 Deposit Error Rate
 - 13.2.3 Procedural Error Rate
 - 13.2.4 Distribution Error Rate
 - 13.2.5 Deposit Reporting Error Rate
 - 13.2.6 Detail Reporting Error Rate
- 13.3 Does your institution monitor other performance indicators? If so, what other key performance measures do you track? What is the reporting frequency and period covered for each measure?

Section N. SERVICES PROVIDED

- 14.1 Please list your institution's schedule for Post Office pickups of mail for weekdays, weekends and holidays. Does the institution have a unique five-digit zip code assigned exclusively for receipt of lockbox items? If you do have a unique zip code, is it included in the Post Office's first sorting pass?
- 14.2 Please provide a copy of the current Phoenix-Hecht Lockbox Evaluator's Time of Day By Receipt Data Analysis of Arrivals for the bank. Also, provide the latest Phoenix-Hecht Postal Survey reflecting the bank's current smoothed total float averages for all Phoenix-Hecht mailing locations nationwide.
- 14.3 Please list the cut off time for same-day deposits and credits including cash deposits.
- 14.4 Please detail all lockbox imaging capabilities and associated pricing structure offered by your institution. Internet capabilities are preferred, however we would like details on all services offered, including Internet, software, CD ROM and any other options.

Section O. CHECK PROCESSING AND FUNDS AVAILABILITY

- 15.1 Which department encodes checks processed by lockbox? Do you stand behind (financially) encoding errors made by employees that cause a financial loss to your customers?
- 15.2 Please describe how your institution will compute the availability that is passed to this proposed lockbox service (e.g., by item, fractional availability, float factor, or other). Which department is responsible for the assignment of availability? Please include your institution's availability schedule (include a separate weekend schedule, if applicable). If this schedule does not pertain to checks of all dollar sizes, explain in detail.
- 15.3 Can your institution provide an availability endpoint analysis for lockbox items/deposits? If yes, how frequently is this analysis performed, and is there a charge for this service?

Section P. FINANCIAL INSTITUTION PROFILE

- 16.1 List names, titles, telephone and fax numbers and e-mail addresses of bank contact personnel.
- 16.2 Please indicate if one primary customer service contact will be assigned to our account. If so, please list their credentials, as customer service is a very important aspect of this proposal.
- 16.3 How many employees does the bank have in key areas providing the service?
- 16.4 How long has the bank offered lockbox processing services? At the proposed processing site? What is the size and scope of operations performed at the proposed processing site? Please indicate the processing location (Address, City, State) in which

our remittance documents will be processed. Provide the reporting structure of the lockbox operation at the proposed site.

- 16.4.1 How many customers are receiving lockbox services from the proposed processing site?
- 16.4.2 How many items are processed annually from the proposed processing site?
- 16.4.3 How long has the proposed processing site been in operation? As a lockbox site?
- 16.5 Indiana University prefers to receive all balance information reporting details via the Internet. Is this service available? If so, please list in detail, the level of detail available to your customers via the Internet. If not please list alternative methods of balance information reporting.
- 16.6 For a given day, at what time of day can you report the total amount that will be credited to your account? Do you have real-time balance reporting for this information as well? Does your institution's reporting system have the capability to provide same-day float information for lockbox deposits? If yes, at what time(s) is it available?
- 16.7 Do you also have available the end-of-month account analysis detail and/or bank statements via the Internet? Can you institution electronically transmit account statements and account analysis via BAI format?
- 16.8 Please provide a copy of all agreements that will be required to initiate lockbox service. Provide a detailed description of the implementation process, including testing, and a sample implementation schedule.
- 16.9 Implementation for this RFP will be May 1, 2003. What are the critical factors, which may impact that implementation date? Does your institution assign an implementation team?
- 16.10 Please provide names and phone numbers of three references current using lockbox services at the proposed site, preferably within higher education or with comparable volumes. Select a mix of long-standing and recent customers.
- 16.11 Please provide any additional information, which you believe to be relevant to this RFP and your capabilities to provide the services requested, e.g., product brochures, and articles in trade journals.

Attachments

Indiana University Bursar Lockbox Volumes Jan through Dec 2002.

Indiana University Lockbox Specification Sheet.

Indiana University Sample Lockbox Transmission Transaction File.

Proposed Pricing Matrix Form.

APPENDIX A
STANDARD TERMS AND CONDITIONS FOR DOING BUSINESS
WITH INDIANA UNIVERSITY

Applicable Law

The Agreement shall be governed by the laws of the State of Indiana, and Contractor 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 this Agreement and which in any manner affect the work or its conduct.

Agreement Assignment

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

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 this Agreement.

Agreement Termination

1. Termination without Cause

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

2. Termination for Cause

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

The University may cancel this Agreement for breach, as determined by the University, of any material terms or provisions, including but not limited to insufficient insurance coverage or service unsatisfactory to the University. This may also include any cessation or diminution of service including but not limited to failure to maintain adequate personnel whether arising from labor disputes, or otherwise, any substantial change in ownership or proprietorship of the Contractor which, in the opinion of the University, is not in its best interest. Certified letter must give written notice of termination.

Notices

With the exception of notice of termination, which must be made by certified mail, any written notice called for in this 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.

Non-Discrimination

In connection with the performance of work under this Agreement, the Contractor agrees not to discriminate against any student or rider of any sort, employee or applicant for employment because of age, race, religion, color, handicap, sex, sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor further agrees to take affirmative action to insure equal employment opportunities. The Contractor agrees to post, in conspicuous places, available for employees and applicants for employment, notices to be provided by the Contractor setting forth the provisions of the State of Indiana non-discrimination clause. 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 IU premises, which are imposed upon IU's employees and agents.

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 this 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 this Agreement may be extended, by mutual written consent, for a period of time equal to the time that such default in performance is excused.

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.

Severability

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

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 this 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.

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.

Force Majeure:

Neither party shall be considered in breach of this 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.

Non-Appropriation of Funds: In the event funds are not budgeted and appropriated in any fiscal year for Lease Payments [or whatever] due under this Lease [or whatever] for the then-current or succeeding fiscal year, this Lease shall impose no obligation on the Lessee as to such current or succeeding fiscal year and shall become null and void except as to the Lease Payments herein agreed upon for which funds shall have been appropriated and budgeted, and no right of action or damage shall accrue to the benefit of Lessor, its successors or assigns, for any further payments.

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

APPENDIX B

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 Agreement 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 a contract or promise of award to Contractor.

Name: _____

Signature: _____

Title: _____

Company: _____

Date: _____