

**Iowa State University**  
**Request for Proposal/Quote No. 63818**  
**Sign Language Interpreting Services/Cued Language Transliteration**  
**Services/Transcription Services**  
**For Independent Contractors**

**Overview and General Information**

1. Introduction

Iowa State University (ISU) is requesting proposals from independent contractors (ICs) to provide American Sign Language (ASL)/English interpreting services and/or Cued Language Transliteration services, transcription services in real time, either in person or by video remote. These ICs will provide services for on-campus events and/or classes for students, employees, and/or visitors to the University. Contracted services may be needed on a semester-long basis and/or for various one-time events. The contract period will cover July 1, 2018 to June 30, 2020, with the option of two one-year renewals upon mutual written consent of both ISU and the IC.

Bidders should read all proposal materials carefully and note the due date.

2. University Representative(s):

**Bidders must direct all questions and comments in reference to this RFP/RFQ pre-award to the University Representative. For this RFP the University Representatives are:**

Pre-Award:

Jayna Grauerholz, J.D.  
Procurement Agent III  
Procurement Services Department  
515-294-9394  
jayna@iastate.edu

Post-award:

Megan Johnson  
Dean of Students Office  
Student Services Specialist IV  
515-294-7220  
meganj@iastate.edu

3. Schedule of Events

| Activity   | Date                  |
|--|-----------------------|
| Issuance of RFP/RFQ                                  | April 11, 2018        |
| Pre-Proposal Meeting                                 | N/A                   |
| Deadline for Receipt of Questions                    | April 17, 2018        |
| Addenda for Questions Posted on ISU Procurement Site | April 18, 2018        |
| <b>Proposals Due</b>                                 | <b>April 25, 2018</b> |
| *Evaluations Complete                                | April 30, 2018        |

|   |               |
|---|---------------|
| *Award of Contract or Contract Effective Date                                       | May 1, 2018   |
| If awarded, Start date will commence on   | July 1, 2018  |
| Completion date will be<br><i>Two (2) additional 1-year extensions are optional</i> | June 30, 2020 |

*\*Indicates projected dates only*

4. Pre-Proposal Meeting

There will not be a pre-proposal meeting.

5. Editable Copies of the RFP/RFQ Documents

Bidders may request editable copies of the RFP/RFQ document by contacting the agent listed above.

6. Receipt and Opening of Response

This RFP/RFQ response is due **April 25, 2018** and is required to be combined into a **single pdf file** unless specified in the submittal requirements and shall be submitted in one of the following ways:

- By email at [quotedsk@iastate.edu](mailto:quotedsk@iastate.edu), Subject: RFP/RFQ 63818 OR online submission at <https://www.procurement.iastate.edu/vendors/rfp-rfq-submittal> (*preferred method*)
- By paper or electronic copy to Iowa State University, Procurement Services, Attn: Quote Desk--RFP/RFQ 63757, 1340 Administrative Services Building, 2221 Wanda Daley Drive, Ames IA 50011-1004
- By fax to 515-294-9606, Attn: Quote Desk-- RFP/RFQ 63818

7. Evaluation

The evaluation criteria utilized for this RFP/RFQ may be based upon, but not limited to, the following:

- Company's ability to meet the scope of work listed in Section II
- Rates/Fees
- Demonstrated ability of IC to provide quality services
- IC's experience providing like services as determined by references
- State licensure or eligibility to obtain state licensure in the state of Iowa

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## Section I - Instructions

### 1.1 Definitions

|  |  |
|--|--|
| <b>The University</b>                        | The University is Iowa State University (ISU). The term University means the University or the University's authorized representative.   |
| <b>The Company or Independent Contractor</b> | The Company is the person or organization to which the University will issue a contract purchase order, when/if award of this Request for Proposal is made. The term Company means the Company or the Company's authorized representative. |
| <b>Bidder</b>                                | Bidder refers to the individual or entity that is proposing or offering to contract for goods or services in the Proposal and is identified in the Acceptance Form.  |
| <b>Contract</b>                              | Contract will be an ISU issued purchase order and/or a contractual agreement that would be signed by the awarded Bidder and an authorized representative of the University.  |
| <b>RFP/RFQ Documents</b>                     | All documents issued or posted to the ISU Procurement Services website that pertain to this RFP/RFQ. This could include original bid documents, addenda, exhibits, plans, etc.   |
| <b>Proposal</b>                              | All documents submitted by the Bidder as a response to the RFP/RFQ in accordance with the RFP/RFQ requirements.  |
| <b>University Representative</b>             | University Representative is the individual identified on the Overview and General Information page of this RFP/RFQ.   |

### 1.2 Inquiries

- 1.2.1 Bidder should direct any inquiries concerning this RFP/RFQ to the Pre-Award University Representative. Bidder may not communicate about the subject of the RFP/RFQ with any other University employee without the permission of the University Representative.
- 1.2.2 Oral statements made by the University Representative or other University employees interpreting, correcting, revising or amending the RFP/RFQ documents shall not be deemed part of the RFP/RFQ documents and are not binding. The University Representative shall issue any interpretations, corrections, revisions, and amendments in the form of written addenda, which will be sent to all known recipients of the RFP/RFQ documents. Except for addenda modifying the proposal due date or canceling the RFP/RFQ, such addenda shall be issued so as to be received at least five (5) calendar days prior to the time set for receipt of proposals. All addenda so issued shall become part of the RFP/RFQ documents and shall be acknowledged in the Acceptance Form. University reserves the right to issue an addenda in a shorter time frame if in the best interest of University.

### 1.3 Proposal Submission

- 1.3.1 Bidder must read the RFP/RFQ documents in their entirety and comply with the requirements of the RFP/RFQ documents. Bidder must promptly notify the University Representative of

any ambiguity, inconsistency or error that Bidder discovers in the RFP/RFQ documents. University may reject proposals that fail to comply with the requirements of the RFP/RFQ documents.

- 1.3.2 Bidder must identify on the Acceptance Form all parties who will be involved with performance of the Contract. By submitting the Proposal, Bidder warrants that all such parties have received a copy of the RFP/RFQ documents and that the Proposal is acceptable to these parties.
- 1.3.3 Bidder must clearly state in the Exceptions Form any exceptions to or deviations from the RFP/RFQ documents. Exceptions taken to the RFP/RFQ documents may cause the Proposal to be rejected at the sole discretion of University. Any terms in the RFP/RFQ documents to which Bidder does not take exception on the Exception Form shall be binding and any subsequent objections to those terms shall have no effect.
- 1.3.4 A representative of Bidder who is authorized to agree to the terms in the RFP/RFQ documents and to offer the pricing and make the representations about Bidder's products and services in the Proposal must sign the Proposal.
- 1.3.5 Bidder is responsible for any costs incurred in the preparation and submission of the Proposal and any travel and personnel expenses associated with its on-site presentations or demonstrations or other trips related to the RFP/RFQ. ISU has no responsibility for such costs or expenses even if ISU should elect not to make an award.

#### 1.4 Withdrawal and Resubmission of Proposals

- 1.4.1 Prior to the date and time designated for receipt of proposals, Bidder may withdraw a Proposal only by submitting written notice to the University Representative. Such notice must be received by the University Representative prior to the designated date and time for receipt of proposals.
- 1.4.2 Bidder may resubmit a withdrawn Proposal up to the time designated for receipt of proposals provided that the resubmitted Proposal complies with the RFP/RFQ documents.
- 1.4.3 Bidder may not withdraw its Proposal for a period of ninety (90) calendar days after the time designated for receipt of proposals unless the Proposal contains an obvious and documented error for which it would be a manifest injustice to require the Bidder to perform pursuant to such terms.

#### 1.5 Acceptance of Proposals and Award of Contract

- 1.5.1 The RFP/RFQ does not commit University to award a Contract. If University elects to award a Contract, it will do so based on the criteria set forth in the RFP/RFQ documents. University is not required to purchase the lowest priced goods or inferior or substandard goods. University may make multiple awards if University determines it is in its best interest to do so.
- 1.5.2 University reserves the right to accept or reject any or all proposals.
- 1.5.3 University may request from Bidder additional documents or Proposal clarifications after the

due date and time for proposal submission. University may also request Bidder to make an on-site presentation/demonstration. University may reject the Proposal if Bidder fails to provide the additional documents or clarifications or participate in the on-site presentation/demonstration.

- 1.5.4 University may waive any irregularities, technicalities, or informalities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any Bidder. University may accept deviations from the specifications in the RFP/RFQ documents if through information submitted or demonstrations University determines that the offered product or service is substantially compliant and would be in University's best interest.
- 1.5.5 University may investigate as it deems necessary the ability of Bidder to provide the expected goods or services. University may reject the Proposal if the evidence submitted by, or investigation of, Bidder fails to satisfy the University, in its sole opinion, that Bidder is properly qualified to carry out the obligations specified in the RFP/RFQ documents.
- 1.5.6 University will resolve tie proposals that are equal in all respects and tied in price by drawing lots. Whenever practical, the drawing will be held in the presence of the Bidders who are tied in price. However, if this is not possible, the drawing will be made in front of at least three (3) persons and said drawing documented.

#### 1.6 Formation of Contract

If University elects to award a Contract, it will take one of the following actions in order to form a Contract between University and selected Bidder(s):

- 1.6.1 Accept a proposal, as written, by issuing a written Notice of Award to selected Bidder(s) that incorporates the RFP/RFQ documents by reference and accepts all or selected portions of the selected Bidder's proposal. The Notice of Award will be in the form of an ISU-issued Purchase Order and/or contractual agreement which must be signed by an authorized representative of the University and the selected Bidder(s). Bidder(s) shall be given twenty (20) days to sign such Contract. Delays in finalizing by a Bidder may be viewed as lack of interest by the Bidder in servicing the Contract and would be grounds for rejecting that Bidder's proposal.
- 1.6.2 Enter into negotiations with one or more Bidders in an effort to reach a mutually satisfactory Contract that will be executed by both the University and Bidder and that will be based on the RFP/RFQ documents, the proposal submitted by selected Bidder, any clarification(s) requested by the University and submitted by Bidder, except as amended by mutual agreement through the associated negotiations. These negotiations will not include any changes to the pricing structure submitted in the proposal, unless the negotiations change the requirements. Should University and the selected Bidder be unable to negotiate a mutually acceptable contract within thirty (30) days of the University initiating negotiations, University shall have the right to reject the selected Bidder's proposal and enter into negotiations with another Bidder, without penalty or any liability to University.
- 1.6.3 Because the University may use the alternative described in (a) above, Bidder shall include in its Proposal all requirements, terms or conditions it may have, and shall not assume that an opportunity will exist to add such matters after the Proposal has been submitted.

## 1.7 Disposition and Disclosure of Proposals

- 1.7.1 Once opened, the Proposal becomes the property of University and will not be returned to the Bidder.
- 1.7.2 Until the date of an award of this RFP/RFQ, the Proposal and any other related documents provided by Bidder, including but not limited to, attachments, appendices, and exhibits, shall be treated as confidential to the extent required and permitted under State of Iowa law.
- 1.7.3 Iowa Administrative Code §681-8.1(h) requires University to release, if requested, the name of the successful Bidder and all other Bidders and the amounts bid. In addition, University is subject to the Iowa Open Records Law (Iowa Code Chapter 22). Bidder is encouraged to familiarize itself with the Iowa Open Records Law prior to submitting its Proposal. If Bidder believes that portions of the Proposal or other submitted documents (other than its name and pricing) are confidential under the Iowa Open Records Law, Bidder shall clearly identify those portions in the space provided on the Acceptance Form and indicate the specific provision in the Iowa Open Records Law upon which Bidder relies in determining the identified portion is confidential. Proposals marked entirely confidential or proprietary may be rejected.
- 1.7.4 If University receives a request for a portion of the Proposal or other documents that Bidder has identified as confidential, University shall notify Bidder (unless legally prohibited from doing so) and Bidder shall, at its sole expense and in a timely manner, appear before an administrative or judicial authority to obtain an order restraining its release. If Bidder fails to do so, University may release the portions of the Proposal or other documents that Bidder has identified as confidential.
- 1.7.5 Failure to properly identify items as confidential on the Acceptance Form and appropriately cite the specific provisions of the Open Records Act relied upon shall relieve University from any responsibility to notify Bidder of a request for those items and from any liability should such items be released.

## 1.8 Conflict of Interest

In order to comply with federal and state laws and regulations, a Bidder who is a “Conflict of Interest Vendor” must have approval from the University Representative prior to submitting its Proposal on this RFP/RFQ. A Bidder is a “Conflict of Interest Vendor” if it is any of the following:

- 1.8.1 A paid employee (whether full-time, part-time, hourly, temporary, or student--including a graduate student on assistantship) of University, any other Board of Regents institution or the Board of Regents Office;
- 1.8.2 A member of the Board of Regents, State of Iowa;
- 1.8.3 An entity in which any of the above referred persons is a partner or sole proprietor;
- 1.8.4 An employee of another State of Iowa agency (Iowa Department of Transportation, Department of Administrative Services, Department of Human Services, etc.);
- 1.8.5 Any State of Iowa officials, members of the general assembly, or legislative employees.

## 1.9 Independent Price Determination

Bidder certifies that in connection with its Proposal:

- 1.9.1 Any prices or hourly rates in the Proposal have been arrived at independently, without consultation, communication, or agreement with any competitor for the purpose of restricting competition.
  - 1.9.2 Any prices or hourly rates which have been provided in this Proposal have not been knowingly disclosed by Bidder, directly or indirectly, to any competitor.
  - 1.9.3 No attempt has been made by Bidder to induce any other person or entity to submit or not to submit a proposal for the purpose of restricting competition.
- 1.10 Gratuities  
The laws of the State of Iowa prohibit a person who is seeking to enter into a contract with University from, directly or indirectly, offering or making a gift to University employee. See Iowa Code §68B.22 for additional information.
- 1.11 Vendor Registration  
Bidders must have a current vendor registration on file prior to receiving an award resulting from an RFP/RFQ. Visit the vendor registration website (shown below) for instructions on the vendor registration process. <https://accessplus.iastate.edu/NonAuth/PD10/PD155Vendor.jsp>.



## Section II – Scope of Work/Specifications

### 2.1 Description of the Contract.

IC's will provide services for on-campus events and/or classes for students, employees, and/or visitors to the University. Contracted services may be needed on a semester-long basis and/or for various one-time events. ISU intends to have one point of contact in the Student Accessibility Services (SAS) office to work with the IC.

### 2.1 Procedures

2.1.1 Requests for Service SAS staff will determine what their need is, and request the IC's services.

#### 2.1.2 Class Schedules

2.1.2.1 Tentative semester-long schedules will be made available to the IC as early as possible. The schedules may be subject to change.

2.1.2.2 IC's will be contacted for one-time events with as much lead time as possible.

#### 2.1.3 Class Absences, No-Shows, Semester Withdrawals

2.1.3.1 Any cancellation, absence, or no-show by the student/individual with less than 48 hour notice to the IC, will be paid by ISU.

2.1.3.2 Any cancellation by the student/individual with more than 48 hour notice to the IC will not be paid by ISU.

2.1.3.3 In the case of a no-show, the IC should wait at least 15 minutes, per hour of the class/event, past the class/event start time. After which, she/he must contact SAS.

2.1.3.4 In the event that a student drops or withdraws from a semester-long class, the IC will be paid a two-week severance for that time.

2.1.4 "Atypical" Scheduling Procedures If an "atypical" course requirement occurs, such as a fieldtrip, out of class lecture, meeting, etc., SAS and the IC will discuss each situation on a case by case basis, and a mutually agreed upon solution for services will be identified and carried out.

### 2.2 Services Provided by Student Disability Resources (SAS)

2.2.1 SAS shall provide pertinent information about classes and students to the IC. If access to supplemental materials is deemed needed by SAS and the IC, they will be provided.

2.2.2 SAS shall respond to requests, problems, or complaints from students/individuals and the IC.

## 2.3 Expectations of the IC

- 2.3.1 Quality Controls A periodic assessment of the IC will be performed by SAS. SAS shall have the opportunity to make adjustments based on the findings.
- 2.3.2 Conflict Resolution The IC shall notify appropriate SAS staff of any issues to be resolved.
- 2.3.3 Company Absences The IC is expected to provide services. In cases where they are unavailable due to illness or emergency, they should notify SAS as soon as possible. In cases where they are unavailable due to other reasons, they will notify SAS at least one week in advance so alternative accommodations can be made. SAS shall not be billed for services not rendered. Recurring absences by IC or absences by IC without notification to SAS Staff may result in termination or reduced use of the contract.
- 2.3.4 Communication The IC will have an open line of communication to SAS and will be able, and expected, to notify SAS of any out of the ordinary occurrences.
- 2.3.5 Parking Permits If desired, it is the responsibility of the IC to obtain a vendor parking permit. They are available at the ISU Parking Division, 23 Armory Building, and Ames, Iowa 50011, 515-294-3388. SAS will not reimburse providers for parking tickets and/or violations. The IC is also welcome and encouraged to park in the free commuter lot, and take the free shuttle around campus.
- 2.3.6 Costs and Billing Procedures The IC will determine their hourly rate and will specify all costs and fees associated with providing services to the University.
- 2.3.6.1 Invoices/billing statements shall be received and paid no more than **once** per month. The standard billing period is per calendar month.
- 2.3.6.2 Invoices should include the following information:
- Date and time of service
  - Course name/Event
  - Initials of person receiving service (first letter of first & last name)
  - Name, address, and contact information of the IC
  - Number of hours of professional time, wait time, and travel time for each class/event completed. Invoices are to be emailed to the SAS at [meganj@iastate.edu](mailto:meganj@iastate.edu) who will approve and send on to [invoices@iastate.edu](mailto:invoices@iastate.edu) for payment processing.
- 2.3.6.3 Invoices near fiscal year end (June 30) shall be received no later than two weeks following the end of the semester.
- 2.3.6.4 Any charges other than those of regular class schedules such as prep time, must be pre-authorized (in writing) by SAS.
- 2.3.6.5 ISU will only pay for travel time to ISU that has been incurred by the interpreter. For student cancellations made any time before interpreter travels to Ames, travel time is not billable. Awarded IC's will discuss reasonable travel times with SAS staff at the beginning of the contract and should invoice according to that schedule. Travel time for local interpreters (living within 15 miles of Ames) is not billable. Travel mileage paid will be limited to 45 miles from Ames or up to one hour each way.
- 2.3.6.6 ISU will only pay for wait time that has been incurred by the interpreter because they are waiting in good faith on campus for another on campus service assignment. Any wait time between scheduled assignments that is less than or equal to two hours may be billed at the

regular rate. Any wait time that is more than two hours needs to be made in good faith that there is another on campus service assignment that same day.

### Section III – Submittal Requirements

3.1 Bidder has provided all parties involved with a copy of the RFP.

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

3.2 Bidder agrees, if awarded a contract as a result of this RFP, to perform the Work as per the Specifications contained in **Section II** and the Standard Terms and Conditions contained in Attachment A of this RFP.

Yes \_\_\_\_\_ No \_\_\_\_\_ **Note:** If No, list exceptions on **Section V**

3.3 References Please provide the names of references for which you have provided similar services in the past five years.

| References' Company Name or Owner | Address                 | Contact Person and Phone Number            |
|-----------------------------------|-------------------------|--|
| 1. _____<br>_____<br>_____        | _____<br>_____<br>_____ | _____<br>_____<br>PH: _____<br>Email _____ |
| 2. _____<br>_____<br>_____        | _____<br>_____<br>_____ | _____<br>_____<br>PH: _____<br>Email _____ |
| 3. _____<br>_____<br>_____        | _____<br>_____<br>_____ | _____<br>_____<br>PH: _____<br>Email _____ |

3.4 All Parties to the contract, including subcontractors, should be listed below including address along with name and phone number of contract person for each party.

|                                     |                                     |
|-------------------------------------|-------------------------------------|
| 1. _____<br>_____<br>_____<br>_____ | 3. _____<br>_____<br>_____<br>_____ |
| 2. _____<br>_____<br>_____<br>_____ | 4. _____<br>_____<br>_____<br>_____ |

3.5 Please list all information, sections, or Supplements that you consider proprietary. Note that pricing and financial arrangements cannot be considered as proprietary information.

*The sections of this proposal listed below represent trade secrets or proprietary information.*

| Section | Page No. | Section | Page No. |
|---------|----------|---------|----------|
| _____   | _____    | _____   | _____    |
| _____   | _____    | _____   | _____    |
| _____   | _____    | _____   | _____    |

3.6 Rates –Interpreting/Transliteration (all costs must be included in these rates)

Rates for one-time events: Live/On-site Interpreting/Transliteration:

\$ \_\_\_\_\_ / \_\_\_\_\_  
(ex. hour, minute, day, etc.)

Rates for full semester projects: Live/On-site Interpreting/Transliteration:

\$ \_\_\_\_\_ / \_\_\_\_\_  
(ex. hour, minute, day, etc.)

Travel rate: \$ \_\_\_\_\_ / \_\_\_\_\_  
(ex. hour, minute, day, etc.)

Estimated travel distance to ISU: \_\_\_\_\_

List any minimum time requirements that would apply and the rate ISU would be charged for the following:

- A. Signing/cueing/working time \_\_\_\_\_
- B. Prep time \_\_\_\_\_
- C. Wait time \_\_\_\_\_
- D. Travel time \_\_\_\_\_
- E. Other (specify what this would include)

\_\_\_\_\_  
\_\_\_\_\_

Explain if ISU would be charged for wait time (example: time off between assignments occurring on the same day) and provide a specific example of when ISU would be charged a wait time and how much ISU would be charged.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If a student were to withdraw from a class mid-semester, would ISU continue to be charged for that class? If yes, please describe how much would be charged and for what time period.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3.7 Payment Terms: \_\_\_\_\_

**(Failure to indicate your terms will mean that if your bid is accepted, the University will apply a five percent (5%) cash discount for payments made within 15 days of receipt of your invoice and Certificate of Destruction.**

3.8 Will Company have a dedicated point of contact? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide contact information for normal business hours, after business hours (emergency).

| <b>Point of Contact during normal business hours</b> | <b>Point of contact after business hours/emergency</b> |
|--|--|
| Name: _____  | Name: _____  |
| Phone Number: _____                                  | Phone Number: _____                                    |
| Email: _____   | Email: _____   |

3.9 Please attach a copy of relevant experience in a résumé (Supplement 1).

3.10 ISU is interested in learning about the feasibility of providing interpreting services remotely via electronic means in “real-time” that could reduce the cost of delivering these services. In your bid response (as Supplement 2), if applicable, provide information on the technology you have available currently, or plan to add, the process of implementation, and costs associated with it.

3.11 Payment Terms: \_\_\_\_\_ (If applicable)  
***(Failure to indicate your terms will mean that if your bid is accepted, the University will apply a five percent (5%) cash discount for payments made within 15 days of receipt of your invoice, and certificate of destruction.)***

## Section IV – Acceptance Form

The undersigned Bidder, in response to this RFP/RFQ after carefully reviewing all instructions, scope of work/specifications, and terms and conditions contained therein, submits this proposal as an offer to enter into a mutually acceptable contractual agreement with the University. If this proposal is accepted by the University, the Bidder agrees to provide goods and/or furnish services in accordance with this RFP/RFQ.

The undersigned acknowledges receipt of the following Addenda if applicable, which are a part of the contract documents:

\_\_\_\_\_

**All issued Addenda must include an authorized signature and be returned with your RFP/RFQ response.**

The undersigned notes the following sections of this proposal represent trade secrets or proprietary information.

**Note:** Pricing information and other financial offers cannot be considered proprietary information.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned agrees their proposal is an offer to the University that may not be withdrawn for a period of ninety (90) calendar days after the RFP/RFQ due date.

The undersigned hereby certifies by signing below; **(a)** that this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation; **(b)** that the undersigned has not directly or indirectly induced or solicited any other Bidder to put in a false or sham proposal; **(c)** that the undersigned has not solicited or induced any person, firm, or corporation to refrain from bidding; and **(d)** that the undersigned has not sought by collusion or kickback to obtain any advantage over any other Bidder or over the University.

Legal Business Name/or IC's Name: \_\_\_\_\_

Official Address: \_\_\_\_\_

\_\_\_\_\_

Federal Employment Identification Number: \_\_\_\_\_

State of Iowa Permit ID Number (if applicable): \_\_\_\_\_

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

Name Printed or Typed: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

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

## Section V – Exceptions

List any and all exceptions to this RFP/RFQ in this section. Include page number, section, and reason for exception.  
**Note:** Attach additional pages if necessary.

Check one of the following:

- ☐ Bidder has no exceptions to this RFP/RFQ  
☐ Bidder has the following exceptions to this RFP/RFQ

|     | <u>Page Number</u> | <u>Section</u> | <u>Exception</u>        |
|-----|--------------------|----------------|-------------------------|
| 1.  | _____              | _____          | _____<br>_____<br>_____ |
| 2.  | _____              | _____          | _____<br>_____<br>_____ |
| 3.  | _____              | _____          | _____<br>_____<br>_____ |
| 4.  | _____              | _____          | _____<br>_____<br>_____ |
| 5.  | _____              | _____          | _____<br>_____<br>_____ |
| 6.  | _____              | _____          | _____<br>_____<br>_____ |
| 7.  | _____              | _____          | _____<br>_____<br>_____ |
| 8.  | _____              | _____          | _____<br>_____<br>_____ |
| 9.  | _____              | _____          | _____<br>_____<br>_____ |
| 10. | _____              | _____          | _____<br>_____<br>_____ |
| 11. | _____              | _____          | _____<br>_____<br>_____ |
| 12. | _____              | _____          | _____<br>_____<br>_____ |
| 13. | _____              | _____          | _____<br>_____<br>_____ |
| 14. | _____              | _____          | _____<br>_____<br>_____ |



## **Section VI – Submittal Checklist**

RFP/RFQ responses will not be considered complete unless all items in the check list are provided. See Section III – Submittal Requirements for more detailed information.

- ☐ Completed Section III – Submittal Requirements
- ☐ Completed and Signed Section IV - Acceptance Form
- ☐ Completed and Signed Section V - Exceptions
- ☐ Supplement 1 – Résumé
- ☐ Supplement 2 – Real time remote interpreting

## Attachment A - Standard Terms & Conditions

1. Assignment This Contract (including any future amendments incorporated into the Contract) may not be assigned, transferred, sold, or subcontracted by Bidder without the prior written consent of the University. Should Bidder be purchased (in whole or in part) by another organization or should Bidder wish to assign, transfer, or subcontract the Contract to another Company, the University shall have the right to terminate the Contract upon reasonable written notification, without penalty to the University.
2. Subcontractors Company is specifically advised that any person, firm, or other party to whom it awards a subcontract under this Agreement must be approved in advance and be acceptable to ISU. The Company is responsible for all acts of its Subcontractors, as well as the Subcontractors' performance of delegated duties. Company shall be solely responsible for payment to all subcontractors or secondary suppliers that the Company may engage for the completion of any contractual agreement with ISU.
2. Amendments to the Contract This Contract shall not be changed, modified, altered, or amended in any respect without the written mutual consent of both parties.
3. Indemnification The Company shall indemnify and hold harmless the University and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from:
  - (a) The material non-performance, non-compliance or breach with terms and obligations of this Contract.
  - (b) Any negligent or wrongful act or omission of the Company or its sub Bidder, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person.

The Bidder's indemnification obligation shall not be limited in any way by any definition or boundary on the amount or type of damages, compensation or benefits payable by or for the Bidder or any sub Bidder under workers' compensation, disability benefits or other employee benefit acts.
4. Immunity from Liability Every person who is party to this agreement is hereby notified and agrees that the University, and its agents, successors, and assignees are immune from liability and suit for or from Company's activities involving third parties and arising from this Contract.
5. Advertising Company shall not use or reference the name of Iowa State University as a part of any commercial advertising without prior written approval of ISU's central administration and its Trademark and Licensing Office.
6. Governing Law Terms and provisions of this Contract shall be construed in accordance with the laws of the State of Iowa, and any and all litigation or actions commenced in connection with this Contract resulting shall be instituted in the appropriate court(s) of the State of Iowa.
7. Use of Name or Intellectual Property Company shall not use the name or any intellectual property identifying the University, including, but not limited to, any of the University trademarks or logos, or the name of any employees of the University in any publicity, advertisement or endorsement or as a business reference, without the expressed prior written consent of the University.
8. Force Majeure Subsequent to acceptance by the University, neither party shall be liable for damages due to: lightning, fire, explosion, pest damage, strikes or labor disputes of third parties, floods, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, fuel or

energy shortages, acts or omissions of communications carriers, unauthorized use of the products, or other causes beyond the party's reasonable control whether or not similar to the foregoing.

9. Failure to Enforce The University shall not be required to enforce any right or remedy available under the Contract; however, if University elect to waive a right or remedy under this Contract, the University shall not be precluded from asserting said right or remedy thereafter.

10. Code of Fair Practice Company shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, age, sex, pregnancy, disability, genetic information, status as a U.S. Veteran, service in the U.S. Military, sexual orientation, gender identity, associational preferences, or any other classification that deprives the person of consideration as an individual. Company shall take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, creed, color, religion, national origin, age, sex, pregnancy, disability, genetic information, status as a U.S. Veteran, service in the military, sexual orientation, gender identity, associational preferences, or any other classification that deprives the person of consideration as an individual except where it relates to a bona fide occupational qualification. In performance of this Contract, Company shall comply with provisions stipulated in Executive Order 11246, or amended by executive order 11375.

In the event of Company's noncompliance with the Code of Fair Practice of this Contract or with any of the aforesaid or related regulations, this Contract may be canceled, terminated, or suspended in whole in part and Company may be declared ineligible for further agreements with the University. In addition, the University may take any actions or other sanctions as may be imposed or remedies invoked as provided by the Code of Iowa.

11. Access to Company Records/Audits The Company agrees to keep and provide full access to all records that pertain to ISU throughout the period that the Agreement remains in effect and for a minimum of seven (7) years after the Agreement is terminated, unless required to retain for a longer period by state or federal statute.

12. Termination – Non-appropriation of Funds Notwithstanding any other provisions of this Contract, if funds anticipated for the continued fulfillment of this Contract are at any time not forthcoming or insufficient, either through the failure of the Iowa Legislature or the Federal government to provide funds or alteration of the program under which funds were provided, then the University shall have the right to terminate the Contract without penalty by giving written notice documenting lack of funding.

13. Termination This contract may be terminated for any of the following;

- (a) If Bidder is adjudged bankrupt or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of Bidder's insolvency, then the University may, after giving Bidder written notice, terminate this Contract, without penalty to the University.
- (b) If the Bidder has failed to deliver goods or services, has delivered non-conforming goods or services or is otherwise in material breach of this Contract, the University shall provide a right to cure notice ("Cure Notice"). The University may, within their sole discretion, accept or reject any or all proposed cure actions. If after such notice the Bidder continues to be in default, University may, within their sole discretion, terminate the Contract without any further obligation or penalty and procure substitute services from another source and charge the difference between the contracted price and the market price to the Bidder.
- (c) With the mutual agreement of both parties, the Contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.
- (d) The University may terminate this Contract without penalty for any reason by giving a 30-calendar day notice.

14. Taxes The University are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Bidder's employees' wages. The University are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Bidder certifies it is either;
- (a) Registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by the Code of Iowa Chapter 423; or
  - (b) Not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in the Code of Iowa §§ 423.1(47) & (48). The Bidder also acknowledges that the University may declare the Contract void if the above certification is false. The Bidder also understands that fraudulent certification may result in the University or its representative filing for damages for breach of contract.
15. Payment Terms
- (a) Payment terms will be Net 30.
  - (b) Per Section 8A.514 of the Iowa Code, late interest may only be charged at the rate of 1% per month after 60 days.
  - (c) Invoices are to be emailed to the SAS at [meganj@iastate.edu](mailto:meganj@iastate.edu) who will approve and send on to [invoices@iastate.edu](mailto:invoices@iastate.edu) for payment processing.
16. Severability of the Contract In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, but this Contract shall be construed as if such invalid or unenforceable provision had never been contained. Further, in the event that any provision of this Contract shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.

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