

Iowa Department of Administrative Services

Contracts Declaration & Execution Page

Title of Contract: Audio/Visual (AV) Technology Consultation, Equipment, and Installation		RFP Number RFP1821005285	Contract Number MA22037
This Agreement is entered into between the State of Iowa (by and through its agency, the Department of Administrative Services) and the Contractor named below:			
State Agency's Name: Iowa Department of Administrative Services			
Contractor's Name: Marco Technologies, LLC			
Contract to Begin: September 27, 2021	Date of Expiration: August 22, 2022	Annual Extensions: Five (5)	
<p>The parties agree to comply with the terms and conditions and attachments which are by this reference made a part of the Agreement:</p> <p>Section 1 – Terms & ConditionsPage 2</p> <p>Section 2 – Scope of Work.....Page 4</p> <p>Section 3 – Pricing.....Page 5</p> <p>Section 4 – ContactsPage 6</p>			

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto

Contractor:	
By (Authorized Signature) 	Date Signed 9/30/2021
Printed Name and Title of Person Signing Doug Wood Director IA, NE, MO, SD	
Address 4709 12th "Orbendale" IA 50323	
State of Iowa: Department of Administrative Services – Central Procurement	
By (Authorized Signature) 	Date Signed 10/4/2021
Printed Name and Title of Person Signing Bobbi Pulley, Purchasing Agent	
Address Hoover Bldg Fl 3, 1305 E Walnut, Des Moines, IA 50319	

SECTION 1

Terms & Conditions

- 1.1** State of Iowa's General Terms and Conditions for Services available at:
<https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf>
- 1.2** State of Iowa's General Terms and Conditions for Services available at:
<https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20goods.pdf>
- 1.3** Marco Technologies LLC's modifications to the State's General Terms and Conditions:
- 1.3.1** Goods:
- Section 1.5.3-add: The State will communicate Contractor's failure prior to withholding payment, so that it may cure the failure.
 - Section 1.6.4-modify last sentence to: Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for reasonably accepted goods provided under the Contract to the State up to and including the date of termination.
 - Section 1.7.4-modify to: In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State or the State in any lawful effort to protect the confidential information, if legally permitted.
 - Section 1.7.5-modify to: The Contractor shall report within 72 hours to the State any unauthorized disclosure of confidential information.
 - Section 1.8-add: Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the Agency.
 - Section 1.9.3-modify to: All insurance policies required by this Contract shall remain in full force and effect during the entire term of this Contract and any extensions or renewals thereof and shall not be canceled or amended except with the advance written approval of the State. The Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the State upon execution of this Contract. The certificates shall be subject to approval by the State. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least ten (10) days' prior written notice to the State. Approval of the insurance certificates by the State shall not relieve the Contractor of any obligation under this Contract.
 - Section 1.11-modify to: Contractor represents and warrant (1) the product will perform to the manufacturer's specifications; (2) Contractor has full ownership and the right to transfer ownership; (3) the products are free from defects for as long as the manufacturer's standard warranty or a period of one (1) year, whichever is longer. That is in addition to the manufacturer's standard warranty. Contractor is responsible for repair and replacement and if the standard warranty covers that period, Contractor is responsible for coordinating the repair or replacement.
- 1.3.2** Services:
- Section 1.5.3-add: The State will communicate Contractor's failure prior to withholding payment, so that it may cure the failure.
 - Section 1.7.3-modify to: In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor

shall promptly notify the State and cooperate with the State or the State in any lawful effort to protect the confidential information, if legally permitted.

- Section 1.7.4-modify to: The Contractor shall report within 72 hours to the State any unauthorized disclosure of confidential information.
- Section 1.8-add: Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the Agency.
- Section 1.9.3-modify to: All insurance policies required by this Contract shall remain in full force and effect during the entire term of this Contract and any extensions or renewals thereof and shall not be canceled or amended except with the advance written approval of the State. The Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the State upon execution of this Contract. The certificates shall be subject to approval by the State. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least ten (10) days' prior written notice to the State. Approval of the insurance certificates by the State shall not relieve the Contractor of any obligation under this Contract.
- Section 1.13-modify to: Contractor represents and warrant (1) the product will perform to the manufacturer's specifications; (2) Contractor has full ownership and the right to transfer ownership; (3) the products are free from defects for as long as the manufacturer's standard warranty or a period of one (1) year, whichever is longer. That is in addition to the manufacturer's standard warranty. Contractor is responsible for repair and replacement and if the standard warranty covers that period, Contractor is responsible for coordinating the repair or replacement.
- Section 1.15.27.4-modify to: The Contractor shall be solely responsible for the cost of any audit required by federal funds unless otherwise agreed in writing by the Agency.

SECTION 2

Scope of Work

Contractor will provide the following goods and services in accordance with the RFP1821005285 AV Technology Consultation, Equipment, and Installation, Contractor's Proposal submitted in response to RFP1821005285, and the project plan approved by the agency project manager, facility administrator and telecommunications provider.

- 2.1 Consulting Services** including on-site coordination and support services, developing design standards, technology recommendations, and budget coordination.
- 2.2 Technology** including procurement of equipment and software. Note: The State reserves the right to purchase equipment and software utilizing existing State Agreements.
- 2.3 Installation Services** including coordination with participating entity networking and facility administration teams.
- 2.4 Quality Control** including a process to ensure all project requirements are complete.
- 2.5 Warranty** for goods and services.
- 2.6 Training** on installed software and equipment.

SECTION 3

Pricing

3.1 Fee Schedule

- Hourly rate(s) for consulting services: \$135/hour
- Equipment mark-up percentage(s): 20% off MSRP
- Software mark-up percentage(s): 20% off MSRP
- Hourly rate(s) for installation services: \$99/hour
- Other costs associated with proposed solution:
 - Programming: \$135/Hour
 - Line Drawings: \$135/Hour
 - Project management: \$135/hour

3.2 Reimbursables

The State has established rules for limitations on reimbursement expenses. Please reference Department of Administrative Services - State Accounting Enterprise Procedures 210.130 and 210.245 (accessible at <https://das.iowa.gov/>) for limits on travel expenses.

3.3 Performance Standards

One percent of the overall project fee will be deducted for each business day the project continues beyond the due date unless approved in advance by the agency project manager or the delay is the result of circumstances outside of the Contractor's control such as, but not limited to, construction delays, other contractor delays, and product availability.

3.4 Administrative Fee

Without affecting the approved Good or Service prices or discounts specified in the Master Agreement, the State of Iowa shall be entitled to receive a one percent (1.00%) administrative fee on all sales made within the State of Iowa against this agreement. The administration fee due to the State of Iowa shall be paid quarterly by Contractor directly to the State, made payable to the "Iowa Department of Administrative Services – Central Procurement."

SECTION 4
Project Managers

- 4.1 Project Manager - Contractor**
Joshua Geneser
515.473.7487
joshua.geneser@marconet.com
- 4.2 Project Manager - State of Iowa**
Varies by project
- 4.3 State of Iowa – DAS/Procurement Contact**
Bobbi Pulley
515.322.2893
bobbi.pulley@iowa.gov