

**Iowa State University
Request for Proposal 63554
For**

State of Iowa and Regents Institutions Cellular Phones, Tablets and Related Services

Overview and General Information

1. Introduction Iowa State University on behalf of the Iowa Department of Administrative Services, the Iowa Department of Transportation, and Board of Regents Universities (State University of Iowa, Iowa State University and University of Northern Iowa) collectively referred to hereafter as “the Agencies” is soliciting proposals from qualified Contractors to provide cellular phones, tablets and related services on a five (5) year contract basis including:
- Variety of cellular phones (basic phones, iPhones and Smartphones) and tablets, including latest, most advanced versions available on the market
 - Phone and tablet accessories
 - Statewide, nationwide and international voice, text and data plans
 - Mobile hotspot devices
 - Machine to Machine (M2M) solutions
 - Service coverage improvements

Contractors should read all materials carefully and note the due date. All questions and comments in reference to this Request for Proposal must be directed via e-mail to:

Jamie Albertsen
Procurement Agent
Iowa State University
515-294-8621
jamiea@iastate.edu

2. Schedule of Events

Activity	Date
Issuance of RFP	March 13, 2017
Deadline for Receipt of Questions	March 24, 2017
Addenda for Questions posted on ISU website	March 29, 2017
Proposal Due Date	April 7, 2017 3:00 pm CST
Contractor Finalist Needs Assessment (interior and exterior coverage)	End of April – Early May
Contract Effective Date	July 1, 2017
Contract End Date	June 30, 2022

3. Receipt and Opening of Response This RFP response is due **April 7, 2017 3:00 PM CST** and shall be submitted in one of the following ways:
- By email at quotedsk@iastate.edu, Subject: RFP 63554 (*preferred method*)
 - By USB drive in person to Iowa State University, Procurement Services, Attn: Quote Desk--RFP 63554, 1340 Administrative Services Building, 2221 Wanda Daley Drive, Ames IA 50011-1004

4. Authorized Provider Contracts awarded as a result of this RFP must be authorized by the parent service provider i.e. AT&T, Sprint, Verizon, US Cellular, T-Mobile, etc.
5. Needs Assessment Following the RFP response deadline, an evaluation of proposals will narrow the list of finalist who will be required to perform needs assessments of interior and exterior coverage **if requested** by each of the Agencies during the end of April – early May timeframe.
6. Proposal Evaluation The Evaluation Criteria utilized for this RFP may be based upon, but not limited to, the following criteria:
 - Cost (service plans, equipment and accessories)
 - Ability to meet the Scope of Work/Specifications (Section II)
 - Coverage area
 - Time and cost required to improve coverage and device service in buildings and areas throughout the Agencies' locations.
 - Activation, connection, termination, service suspension, etc. terms and fees
 - Upgrade terms for equipment
 - Account Administration tools and customer service
 - Past performance/references
 - Additional value added services and technologies

Section I - Instructions

1.1 Definitions

Agencies	The Agencies will be comprised of the Board of Regents Universities (State University of Iowa, Iowa State University and University of Northern Iowa) and the State of Iowa Department of Administrative Services which has contracting authority for State of Iowa Agencies and provides contracts for use by all State Agencies, City and County governments and the Iowa Department of Transportation, which has specific mobile communications requirements statewide.
Contractor	The Contractor refers to the company or individual that is proposing or offering to contract for goods or services.
Contract	The Contract is the contractual document that would be signed by the awarded Contractor and the Agencies.
M2M	Machine to Machine (M2M) refers to direct communication between devices using a wireless connection such as enabling a sensor or meter to communicate data it records.
Proposal Documents	All documents issued or posted to the ISU website that pertain to this Request for Proposal (RFP). This could include original bid documents, addenda, exhibits, plans, etc. These may also be referred to as RFP Documents.

1.2 Parties to the Contract Contractor must identify all parties who will be involved with performance of the Contract. By submitting a proposal, the Contractor warrants that all such parties have received a copy of this RFP and that the Contractor's proposal is acceptable to these parties.

1.3 Contractor Confirmation Each Contractor, by submitting a proposal, represents that Contractor has:

- (a) Read and completely understood the proposal documents contained in this RFP.
- (b) Based their proposal upon the requirements described in the Proposal Documents.
- (c) Caused the proposal to be signed by an authorized representative.

1.4 Receipt and Opening of Proposals

- (a) The Agencies reserves the right to accept or reject any or all proposals and to waive any irregularities, technicalities, or informalities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any Contractor. The Agencies reserves the right to request additional documents or proposal clarifications after the due date and time for proposal submission.
- (b) Contractor's legally authorized representative (Officer of Contractor) shall sign the proposal. The official name, address, telephone, fax number and e-mail addresses are to be stated on the proposal form.
- (c) No responsibility will be attached to any person for premature opening of a proposal not properly identified.

- (d) The laws of the State of Iowa require the contents of all proposals be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld, if clearly identified as such in the proposal unless disclosure is required by a court order. Proposals marked entirely confidential or proprietary may be rejected. Pricing information and other financial offers cannot be considered proprietary information.
- (e) **Failure to list all proprietary sections of the submitted proposal in the space provided on the Form of Proposal shall relieve the Agencies from any responsibility, should such information be viewed by the public or a competitor or in any way accidentally released.**
- (f) All opened proposals become the property of the Agencies and will not be returned to the Contractor.
- (g) Prior to the date and time designated for receipt of proposals, proposals submitted early may be withdrawn only by written notice to the representative of the Agencies (ISU). Such notice must be received by the representative prior to the designated date and time for receipt of proposals.
- (h) Withdrawn proposals may be resubmitted up to the time designated for receipt of proposals provided that they are then fully in conformance with these Proposal Instructions and Information.
- (i) No proposal may be modified or withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receipt of proposals.
- (j) All erasures or corrections are to be initialed by the person(s) signing the proposal.
- (k) Failure to comply with the requirements of this RFP or evidence of unfair bidding procedures may be cause for rejection of the proposal. Failure to supply information requested may also be cause for rejection of the RFP as being non-responsive.
- (l) This RFP does not commit the Agencies to make an award, nor will the Agencies pay any costs incurred in the preparation and submission of proposals, costs incurred in making necessary studies for the preparation of proposals, or any travel or personnel expenses associated with trips related to this RFP.
- (m) The submittal of a proposal constitutes agreement that Contractor has not divulged the proposal to any other potential firm, nor has colluded with any other firm in developing a response to this RFP

1.5 **Addenda** Any and all interpretations, corrections, revisions, and amendments shall be issued by the representative of the Agencies (ISU) to all known holders of the RFP Documents in the form of written addenda. Except for addenda modifying the proposal due date or canceling the Request for Information, such addenda shall be issued so as to be received at least five (5) days prior to the time set for receipt of proposals. All addenda so issued shall become part of the Proposal Documents and shall be acknowledged in the Acceptance Form.

1.6 **Exceptions to Proposal Documents** Contractor shall clearly state in the appropriate area of their response, any exceptions to, or deviations from the Proposal Documents. Contractors are cautioned that exceptions taken to this RFP may cause their proposal to be rejected at the sole discretion of the Agencies. Exceptions not stated in the Contractors proposal response will have no effect.

1.7 **Qualification of Contractor** The Agencies shall make such investigations as deemed necessary to determine the ability of Contractor to provide the expected goods or services. The Agencies reserve the right to reject any

proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the Agencies, in its sole opinion, that said Contractor is properly qualified to carry out the obligations specified herein.

1.8 Formation of Contract At its option, the Agencies may take either of the following actions shown as (a) and (b) below, in order to form a Contract between the Agencies and selected Contractor (or Contractors):

- (a) Accept a proposal, as written, by issuing a written "Notice of Award" to selected Contractor(s) that incorporates the Proposal Documents by reference and accepts all or selected portions of Contractor's proposal. The "Notice of Award" will be in the form of a "Contractual Agreement", which must be signed by both the Agencies and Contractor(s). Contractor(s) shall be given twenty (20) days to sign such Contract. Delays in finalizing by a Contractor may be viewed as lack of interest by Contractor in servicing the Contract and would be grounds for rejecting the proposal.
- (b) Enter into negotiations with one or more Contractors in an effort to reach a mutually satisfactory "Contractual Agreement" that will be executed by the Agencies and Contractor and that will be based on the Contract Documents, the proposal submitted by selected Contractor, any clarification(s) requested by the Agencies and submitted by Contractor, 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 the Agencies and Contractor be unable to negotiate a mutually acceptable contract within thirty (30) days of the Agencies initiating negotiations, the Agencies shall have the right to reject the original selected Contractor's proposal and enter into negotiations with another Contractor, without penalty or any liability to the Agencies.

Because the Agencies may use the alternative described in (a) above, each Contractor shall include in its written 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.

The Agencies reserve the right to award based on the proposal(s) determined to be in its best interest.

1.9 Iowa Preference Law Preference shall be given to purchasing products produced within the State of Iowa, when they are of a quality reasonably suited to the purpose intended, and can be secured without additional cost over foreign products or products of other states, according to Code of Iowa §§73.1.

1.10 Confidentiality and Restrictions on Communications Until the date of an award of this this RFP, any responses and other related documents, including but not limited to, attachments, appendices, and exhibits, shall be marked and treated as CONFIDENTIAL, as provided for preliminary correspondence under State of Iowa law. Contractors should not communicate about the subject of the RFP with any administrator, faculty, or staff of the Agencies with the exception of the official representative for this RFP.

1.11 Conflict of Interest Should Contractor be a State of Iowa official, or a paid employee of any other State of Iowa agency, a member of the General Assembly or a legislative employee, Contractor will be considered a "conflict of interest vendor." In addition, should any individual who is a paid employee of the Agencies be a partner in Contractor's firm or receive consulting payments, a conflict of interest exists. Whenever Contractor represents a conflict of interest or whenever there is a disclosure or indication of a conflict of interest, Contractor must have approval from the representative of the Agencies (ISU) prior to bidding on this RFP. Contact the representative of the Agencies (ISU) for further information. In addition, 2 CFR part 200.318 General Procurement Standards imposes additional requirements on federally funded projects. <http://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-sec200-318.pdf>

- 1.12 Contractor Registration Contractors **must** have a current vendor registration on file in order to receive an award resulting from an RFP. Please visit the vendor registration website (shown below) for instructions on the vendor registration process. <http://www.procurement.iastate.edu/vendors/process.html>

Section II – Scope of Work/Specifications

- 2.1 Award of Contract The Agencies reserve the right to award contracts singularly or in concert to those Contractors offering the best price, service coverage and performance in each area requested. The contract term will be a single five (5) year term.
- 2.2 Estimated Quantities The following is the approximate current number of phones and devices being utilized across multiple carriers and contracts for Agency paid lines. There is no guarantee in the event a single Contractor is awarded, that other Contractors will not be utilized by the Agencies when necessary.

Entity	Devices	Approximate Total
Iowa State University	Cell Phones, tablets and mobile hotspots	1,700
Iowa State University	M2M Connections	50
State University of Iowa	Cell Phones, tablets and mobile hotspots	418
State University of Iowa	M2M Connections	385
University of Northern Iowa	Cell Phones, tablets and mobile hotspots	100
State of Iowa	Cell Phones	2,467*
State of Iowa	Tablets	55*
State of Iowa	Mobile Hotspots	370*
State of Iowa	Fleet Devices	960*
DOT	Cell Phones	1,154
DOT	Tablets	643
DOT	Mobile Hotspots	1,439
DOT	M2M Connections	779
Approximate Grand Total		10,520

**Only includes figures from the current awarded contract agency paid lines, additional lines of service for City, County, State, K12, Higher Education and Non-Profit agency paid and personal paid lines total over 220,000 potential lines.*

- 2.3 Service Coverage The ability to receive cellular phone service on devices is crucial for reliability, productivity and safety. The ability of a Contractor to improve reception and service, especially within buildings and throughout campuses in a cost effective manner will be a major consideration of this RFP evaluation.

Requests to place cell towers, micro cell repeaters (all repeaters must provide service for current signaling and channel technologies, such as CDMA, GSM, 4G LTE and emerging technologies such as 5G, small cell architecture, etc.) DAS, and BDA equipment on the Agencies' properties will be considered essential to the Contractor's ability to provide reliable cost effective service. Therefore Contractors that foresee a need to lease space for towers or equipment on the Agencies' owned property as a result of the proposed cellular phone contract should make their intentions known during this proposal request.

All equipment must be coordinated with the appropriate information technology and facilities personnel of the Agencies to insure proper planning and maintenance and conform to their standards. The Agencies reserve to right to enter into tower leasing agreements for cellular systems based on the following criteria: Technical merit of the request including: vendor-specific/agnostic configuration; minimal disruptions to the Agencies facilities and activities; amount of space requested; environmental impact; esthetic value; and Contractor's commitment to

the Agencies in proving low cost service. Each of the Agencies will identify a department that will be responsible for all tower lease arrangements and a department that will be responsible for network maintenance and connectivity if applicable.

The Agencies may individually contract for infrastructure improvements and construction outside of this agreement.

2.4 Domestic Plan Preferences

- Unlimited nationwide voice and text
- Unlimited and/or carryover data options
- Data and/or voice pools for shared lines on a single account
- No activation or termination fees
- Notifications for user and administrator when approaching/reaching plan limits

2.5 International Plan Preferences

- Options for low cost voice and roaming
- Unlimited text
- Options for low cost hotspots and data
- Short term contract options
- Emergency call guarantee
- Easy usage tracking
- Data and/or voice pools for shared lines on a single account
- Notifications for user and administrator when approaching/reaching plan limits

2.6 Equipment Preferences/Features

- Variety of latest, most advanced models of cellular phones and tablets
- Device option that are compatible with international phone networks are required
- Latest and most advanced features available on the market including but not limited to; device tethering, Wi-Fi-calling, etc.
- 4G and 5G wireless hotspot devices
- Options for Machine to Machine devices
- Flexible upgrade schedule for purchased devices
- Options for equipment leasing
- Repair service options based on geographical location
- Expedited RMA process
- Loaner equipment available within 24 hours

2.7 Accessory Preferences Availability of commonly used cellular phone and tablet accessories.

2.9 Demonstration Devices Demonstration devices will be available to the Agencies administrative units upon request. The intent of the demonstration accounts will be to supplement short term projects, special needs projects, trouble-shooting, evaluate applicability in a business or teaching setting and application development. When possible, the Agencies would like the options of testing new products that come on the market.

Demonstration equipment remains the property of the Contractor and may be rotated, updated or exchanged as required. Demonstration equipment and services will be provided at no cost during the contract period.

2.10 Reporting Contractor must provide the Agencies with quarterly usage reports detailing all lines of service provided. The Agencies will have differing needs for reporting. Contractor will be able to provide:

- Custom reports
- Online reports
- Online billing statements
- Online ordering and service or equipment upgrading

2.11 Billing and Account Administration The Agencies require all billing to be complete and detailed. Billing detail must include; telephone number, monthly service plan charge, elected options, call originating and terminating telephone numbers, time of call initiation, actual call length in minutes and seconds, airtime charges, long distance charges, roaming charges, SMS/texting count and charges/pkg plan, data charges and usage (if not on flat-rate plan), over plan charges, actual billed amount per call, all taxes and all other charges.

It is preferred to have the ability to set up different levels of account administration including an overall contract/account administrator and various other levels of administration for each sub-account (department or user) via an online portal for easy access and account changes.

The Agencies require a dedicated account management team for assistance in billing and payment issues, set-up and cancellation of accounts, guidance on international plans and support, recommendations on account efficiencies and savings, etc.

The Agencies desire solutions that allow the option for the Purchasing/Procurement Department to provide final approval of new lines of services or devices ordered. Contractors should detail how they would be able to meet this requirement in Supplement 1.

2.12 Payment Acceptable forms of payment must include credit card payment in the form of institutional procurement card.

2.13 Advertised Service The Agencies expect any new plan that is advertised on national media to be made available to the Agencies **within 90 days**.

2.14 DOT Additional Requirements The DOT requires that billing statements be provided monthly in a CVS/Excel and PDF format. These electronic files must be available by a web portal or be provided in an e-mail message. The DOT currently utilizes a third party company to audit.

Of the nearly 4100 devices the DOT owns and uses, approximately 800 are carrier specific devices that were not purchased from a cellular provider. The list below defines these devices. Additionally, approximately 950 of the 4100 devices are covered by a separate service contract.

The following list of devices are exclusions to the new contract. The Iowa DOT reserves the right to change this list without notice. These items are proprietary and not included in this RFP.

- **GOBI Air-cards** - These devices are imbedded in our Panasonic Tough-book laptops and are used for internet connectivity.

- **Topcon GR3 Modems** - These air-cards are imbedded into Topcon GR3 survey equipment. These cards are used to access a cellular data internet connection for the survey equipment and allows the GPS functionality of the device.
- **M2M (machine to machine) modems** – Raven XT, Raven Pinpoint X, Data Remote 9060, GX400, CX-MC200LE-VZ, LS300 and RV50 modems. These modems are connected to our traffic counters, DMS signs, ITS Cameras and Driver's License Kiosks. They are used to access a cellular data connection. Many of these modems have a static IP address assigned to them.

Section III – Submittal Requirements and Supplements

- 3.1 General Information Complete and submit the following information as **Supplement 1** of your proposal. Please keep each submission as short and concise as possible.
- Company Overview - Include brief company overview including subsidiary relationships, number of years in business, number of employees, average size and length of service for your customers and what distinguishes your company in the marketplace.
 - Customer Service - Include response time and methods of contact and escalation for issue resolution, average delivery time, payment terms and warranty above and beyond standard manufacturer policy if applicable.
 - Account Administration – Include dedicated account team contact and roles if available, examples of online portals or tools provided for managing accounts and billing and applicable training. Also describe capabilities of allowing the Agencies’ Purchasing/Procurement Departments to be final approvers for new lines of service and device purchases.
 - Sustainability – The Agencies are involved with several initiatives to improve sustainability. Provide any related supporting documentation that relates to your company’s efforts in this initiative, including recycling practices, products of origin, mode of transportation, packaging and energy consumption.
- 3.2 References Include four (4) references currently engaged in a major cell phone contract of this type preferable related to government, education or large corporate contracts of similar scale as **Supplement 2** of your proposal.
- 3.3 Pricing Please submit pricing as **Supplement 3** of your proposal. **The following must be submitted in Excel format for comparison and evaluation purposes.**
- Plans – Top 3 most popular plans for each category of domestic, international and M2M (must include all related fees)
 - Equipment – Purchase and lease pricing and upgrade terms for most popular phones, tablets and hotspots
 - Accessories – Top 20 most commonly purchased
- 3.4 Transition Plan Please provide suggestions and resources available in the event of converting to new Contractors as **Supplement 4** of your proposal. Include ideas on marketing, outreach and best practice options to ease potential Contractor transition.
- 3.5 Service Contract Provide one clean copy of your company’s contract for cellular service as **Supplement 5** of your proposal. The Agencies terms and conditions stated in this RFP and agreed to by the Contractor upon proposal submission and any stated exceptions will be the basis for terms and conditions of the Agencies contract with your company.
- 3.6 Reporting Contractors are required to send a sample of a quarterly usage report (not exceeding 4 pages) as **Supplement 6** of your proposal. Provide additional reporting capabilities and examples you are capable of producing.
- 3.7 Billing Provide one sample billing summary invoice showing all domestic and international calls and associated charges as **Supplement 7** of your proposal. Describe billing features which would assist in an employee-provided telephone/stipend scenario, i.e., split billing feature. Provide a link to an online demonstration of your billing system.

- 3.8 Iowa Service Coverage Provide detailed coverage maps of the Agencies as given below as well as a coverage map of Iowa showing your infrastructure build-out including and identifying company owned as well as partner/contracted towers providing service as **Supplement 8** of your proposal.
- Iowa State University – <http://www.fpm.iastate.edu/maps/>
 - State University of Iowa – <https://maps.uiowa.edu/>
 - University of Northern Iowa – <https://uni.edu/campusmap/>
 - State of Iowa - Statewide
 - DOT – No specific locations at this time
- 3.9 National Service Coverage Provide a detailed nationwide service coverage map including areas of 4G data coverage and areas that are not currently provided carrier coverage as **Supplement 9** of your proposal.
- 3.10 International Service Coverage **Exhibit A** shows a listing of the most popular countries traveled to by the Agencies. Provide verification on your availability to offer service in those countries as **Supplement 10** of your proposal. In addition, include a link to or full listing of countries where your service is available.
- 3.11 Service Coverage Improvements Provide a detailed road map including various options, timeframes and approximate cost to improve coverage and device service in buildings and other trouble areas throughout the Agencies locations as **Supplement 11** of your proposal.
- 3.12 Additional Value Added Services and Technologies Provide additional information on options for student and personal discounts, services or technologies your company can provide as value added solutions as **Supplement 12** of your proposal.

Section IV – Acceptance Form

The undersigned Contractor, in response to Request for Proposal No. 63554, after carefully reviewing all the terms and conditions contained therein, submits this proposal as an offer to enter into a contractual agreement with the Agencies. If this proposal is accepted by the Agencies, the Contractor agrees to furnish services in accordance with RFP No. 63554, Contractor's submitted proposal and the resultant mutually acceptable Contractual Agreement for Cellular Phones, Tablets and Related Services.

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

The undersigned notes the following sections of this proposal represent trade secrets or proprietary information. (Note monetary sections of this proposal cannot be withheld as proprietary information or trade secrets).

The undersigned agrees their proposal is an offer to the Agencies that may not be withdrawn for a period of ninety (90) calendar days after the public opening and reading of proposals.

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 Contractor 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 Contractor or over the Agencies.

Business Name: _____

Official Address: _____

Federal Employment Identification Number: _____

Authorized Signature: _____

Name Printed or Typed: _____

Title: _____

Telephone Number: _____

Email _____ Date: _____

Section V – Exceptions

Please list any and all exceptions to this RFP in this section. Include page number, section and reason for exception:
(Make additional pages if necessary)

Please check one of the following:

- ☐ **We have no exceptions to this RFP**
☐ **We have the following exceptions to this RFP**

	<u>Page Number</u>	<u>Section</u>	<u>Exception</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
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10.	_____	_____	_____
11.	_____	_____	_____
12.	_____	_____	_____
13.	_____	_____	_____
14.	_____	_____	_____

Section VI – Submittal Checklist

Your proposal will not be considered complete unless all items in the check list are provided. See Section III for more detailed information.

- ☐ Supplement 1 - General Information
- ☐ Supplement 2 - References
- ☐ Supplement 3 - Pricing in Excel Format (Plans, Equipment and Accessories)
- ☐ Supplement 4 - Transition Plan
- ☐ Supplement 5 - Standard Service Contract
- ☐ Supplement 6 - Sample of Quarterly Usage Report and Other Report Examples
- ☐ Supplement 7 - Sample Bill, Features to Assist with Stipend Scenarios and Link to Online Billing System
- ☐ Supplement 8 - Agencies' Coverage Maps, State of Iowa Coverage Map and Iowa Tower Locations
- ☐ Supplement 9 - National Service Coverage Map
- ☐ Supplement 10 - Verification of Service to Exhibit A and Link or Listing of All Countries Serviced
- ☐ Supplement 11 - Service Coverage Improvement Road Map, Timeframes and Pricing
- ☐ Supplement 12 - Additional Value Added Services and Technologies
- ☐ Completed and Signed Acceptance Form
- ☐ Completed and Signed Section V - Exceptions

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 Contractor without the prior written consent of the Agencies. Should Contractor be purchased (in whole or in part) by another organization or should Contractor wish to assign, transfer, or subcontract the Contract to another Contractor, the Agencies shall have the right to terminate the Contract upon reasonable written notification, without penalty to the Agencies.
2. Amendments to the Contract This Contract shall not be changed, modified, altered, or amended in any respect without the mutual consent of the parties hereto, which consent shall be evidenced by a written amendment to the Contract executed by both parties.
3. Indemnification The Contractor shall indemnify and hold harmless the Agencies 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 or (B) any negligent or wrongful act or omission of the Contractor or its subcontractor, 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 Contractor'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 Contractor or any subcontractor 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 Agencies, successors, and assigns are immune from liability and suit for or from Contractor's activities.
5. 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.
6. 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 Agencies shall have the right to terminate the Contract without penalty by giving written notice documenting lack of funding.
7. Laws 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.

8. Use of Name or Intellectual Property Contractor shall not use the name or any intellectual property identifying the Agencies, including, but not limited to, any of the Agencies trademarks or logos, or the name of any employees of the Agencies in any publicity, advertisement or endorsement or as a business reference, without the expressed prior written consent of the Agencies.
9. Force Majeure Subsequent to acceptance by the Agencies, 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.
10. Right to Retention The Agencies may withhold from payment to Contractor, in such an amount or amounts as may be necessary to cover:

Payments that may be earned or due for justified third party claims associated with labor, services, equipment, or materials furnished and/or product or service not provided or not remedied/cured.

11. Failure to Enforce The Agencies shall not be required to enforce any right or remedy available under the Contract; however, if Agencies elect to waive a right or remedy under this Contract, the Agencies shall not be precluded from asserting said right or remedy thereafter.
12. Access to Contractor Records/Audits Contractor shall retain all records and documents and shall provide unlimited access, at all reasonable times and upon reasonable notice, to all accounting records and supporting documentation relating to the goods and services furnished during the term of this Contract and for a period of seven (7) years thereafter, unless required to retain for a longer period by state or federal statute. The Agencies reserves the right to audit such records and employ the Auditor of the State of Iowa or any other auditor the Agencies deem appropriate to perform an audit of Contractor records. Should such audit disclose incorrect billings or improprieties, the Agencies reserve the right to charge Contractor for the cost of the audit and pursue appropriate reimbursement. Evidence of criminal intent will be turned over to the proper authority.
13. Code of Fair Practice Contractor 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. Contractor 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, Contractor shall comply with provisions stipulated in Executive Order 11246, or amended by executive order 11375.

In the event of Contractor's noncompliance with the above nondiscrimination clause 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 Contractor may be declared ineligible for further agreements with the Agencies. In addition, the Agencies may take any actions or other sanctions as may be imposed or remedies invoked as provided by the Code of Iowa.

14. Gratuities The laws of the State of Iowa provide that it is a criminal offense to offer, promise or give anything of value or benefit to a state employee with the intent to influence that employee's acts, opinion, judgment, or exercise of discretion with respect to that employee's duties. Evidence of violation of this statute will be turned over to the proper authority.
15. Termination If Contractor is adjudged bankrupt or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of Contractor's insolvency, then the Agencies may, after giving Contractor written notice, terminate this Contract, without penalty to the Agencies.

If the Contractor has failed to deliver goods or services, has delivered non-conforming goods or services or is otherwise in material breach of this Contract, the Agencies shall provide a 10 calendar day right to cure notice ("Cure Notice"). The Agencies may, within their sole discretion, accept or reject any or all proposed cure actions. If after such 10 calendar day notice the Contractor continues to be in default, Agencies 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 Contractor.

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.

The Agencies may terminate this Contract without penalty for any reason by giving a 30 calendar day notice.

16. Taxes The Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employees' wages. The Agencies are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request.
Contractor 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 Contractor also acknowledges that the Agencies may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agencies or its representative filing for damages for breach of contract.
17. Software Accessibility Software solutions, when provided to the Agencies as a part of this Contract, shall be compliant with Federal statute Section 508 standards and W3C.org Web Content Accessibility Guidelines (WCAG 2.0 Level AA) for accessibility for persons with disabilities for the minimum level of accessibility. Please review the links provided for specifics related to these referred to standards and guidelines. WCAG guidelines www.w3.org/TR/WCAG20/ and Section 508 www.section508.gov/. The Agencies reserve the right to request that the Contractor provide audit and/or test results that document the software's compliance and the testing methodology utilized.
18. Subcontractors Contractor shall be responsible for the acts and performance of any subcontractor that Contractor may engage to fulfill any of its obligations set forth in the Contract. Contractor shall be

responsible for payment to all subcontractors and Contractors.

- (a) All services provided for Contractor by a subcontractor shall be pursuant to an appropriate agreement between Contractor and subcontractor. The Contract shall contain provisions that (1) preserve and protect the rights of the Agencies and (2) require services be performed in accordance with the requirements of the Contract.
- (b) Contractor is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the Agencies. Any subcontractor(s) must have been identified in the Contractor's proposal in response to this RFP or be approved in writing by the Agencies prior to the subcontractor(s) starting work relating to the Contract.

19. Targeted Small Business The Agencies are committed to the development of Targeted Small Businesses, a State of Iowa program. If subcontracting is necessary, the Contractor will make every effort to use Targeted Small Businesses in the performance of this Contract. A report will be required at the completion of the Contract indicating the extent of Targeted Small Businesses participation.

20. Contractor's Responsibility Contractor shall obtain all necessary permits, licenses and other government approvals necessary to perform its obligations pursuant to this Contract, and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any government authority.

21. Responsibility for Those Performing the Work.

- (a) Contractor shall be responsible for the acts and omissions of all Contractor's employees and all subcontractors, their agents and employees, and all other persons under contract with Contractor, while performing the duties and responsibilities associated with this Contract.
- (b) Contractor shall at all times enforce strict discipline and good order among Contractor's employees and shall not employ any unfit person or anyone not skilled in the task assigned.
- (c) Incompetent or incorrigible employees shall be dismissed from the project by Contractor, when so determined by the Agencies. Dismissed individuals shall be prohibited from being employed or utilized by Contractor as part of the services Contractor provides to The Agencies without the written consent of the Agencies.

22. Insurance In the case of on-site construction related services, the following insurance requirements would apply. The Contractor shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, the Agencies shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor arising from Contractor's business operation. The Contractor shall assess its own risk and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Commercial General Liability

General Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000

Automobile

\$1,000,000 combined single limit each accident to include owned, non-owned, hired, or rented vehicles.

Umbrella Liability

\$1,000,000 each occurrence/\$1,000,000 aggregate providing excess liability over the General Liability, Auto Liability and Employers Liability.

Worker's Compensation and Employer's Liability

Statutory Limits of \$100,000/\$500,000/\$100,000

Worker's Compensation Policy shall include a Waiver of Subrogation in favor of Iowa State University; Board of Regents, State of Iowa; and the State of Iowa. Endorsement form WC 00 03 13 shall be attached to the Certification of Insurance if waiver language is not stated on the actual certificate.

Workers Compensation coverage is required for all personnel working under this agreement for the Agencies. All of the contractor's employees, partners, members, officers and sole proprietors must be included.

Additional Requirements

- The Contractor (s) providing coverage must be at least A- Class VII rated by A.M. Best Company.
- The State of Iowa; the Board of Regents, State of Iowa; and Iowa State University must be named as additional insureds for General Liability and Excess Liability. All legal entities referenced above must be individually listed on the certificate as an additional insured for liability coverage. Additional insured status shall be on a primary and non-contributory basis.

The Policy shall name Iowa State University; the Board of Regents, State of Iowa; and, the State of Iowa as additional insureds with respect to all operations and related work and shall provide that such insurance applies separately to each insured against whom claim is made or suit is brought. The additional insureds shall be added under CG 20 10 (7-04) endorsement or older edition dates and attached to the certificate of insurance.

- Iowa State University requires occurrence coverage. The certificates should be marked "occurrence." If there is no box marked "occurrence," we require the notation "occurrence form" in the Special Conditions box.
- Contractor must maintain insurance coverage throughout the term of the work. Failure to maintain insurance coverage throughout the term shall be considered a breach of contract.
- All policies must be written on a primary basis, non-contributory with any other insurance and/or any self-insured funds of Iowa State University; State of Iowa; and Board of Regents, State of Iowa.
- Contractor shall require all of its Subcontractors and their respective Sub-subcontractors to carry insurance coverage that meets these same insurance requirements or insure the activities of Subcontractors in the Contractor's own policy.
- All policies and endorsements may not be non-renewed, cancelled or materially changed or altered unless thirty (30) days' advance written notice via certified mail is provided to Iowa State University, Purchasing Department.

The certificate must be mailed or faxed to:
Iowa State University
Procurement Department
1340 Administrative Services Bldg.
2221 Wanda Daley Drive
Ames, IA 50011-1004
Phone: 515-294-4860 Fax: 515-294-9606

23. Export Control Contractor shall comply with all U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 774, in the performance of this Contract. In the absence of available license exemptions/exceptions, Contractor shall be responsible for obtaining the appropriate licenses or other authorizations, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

Prior to disclosing or transferring to the Agencies any hardware, technical data, software or product utilizing any hardware, technical data or software which is subject to export controls under federal law, Contractor shall notify the Agencies in writing of the nature and extent of the export control. The Agencies shall have the right to decline any such technical data or product utilizing such data. In the event Contractor sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the Agencies have the right to immediately terminate this Contract.

24. Packaging, Transportation, and Handling All packaging, transportation and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29 CFR 1910.1200, and Iowa Administrative Code.
25. Termination for Convenience of the Federal Government Notwithstanding any other provisions of this Contract, if this Contract is federally funded then the Agencies shall have the right to terminate this Contract at the direction of the Federal Government for convenience with 30 calendar days written notice. If allowed by the Federal Government, the Agencies will pay the Contractor for work performed up to the point notice was received by the Contractor.
26. FAR Employment Eligibility Verification This contract may involve funding subject to applicable Federal Acquisitions Regulations (FAR) Employment Eligibility Verification clauses of the prime contract. Contractor shall comply with all terms and conditions of the FAR Employment Eligibility Verification clause (FAR 52.222-54).
27. Federal Compliance: Contractor shall comply with the provisions set forth below if applicable and shall include them in its subcontracts. These provisions are available in Appendix A to 2 CFR 215 on the following website:

<http://www.gpo.gov/fdsys/pkg/CFR-2005-title2-vol1/pdf/CFR-2005-title2-vol1-part215-appA.pdf>

Equal Employment Opportunity -All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by

regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) -All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C B74), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) -When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency. This does not apply to Federal disaster funding unless otherwise specified by local regulations.

Contract Work Hours and Safety Standards Act (40 U.S.C 327-333) -Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement -Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended -Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) -Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Debarment and Suspension (E.O.s 12549 and 12689)-A contract award with an amount expected to equal or exceed \$25,000 and certain other contract awards (see 2 CFR 180.220) shall not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement E.O.s 12549 (3 CFR, 1986 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549. [69 FR 26281, May 11, 2004, as amended at 70 FR 51879, Aug. 31, 2005]

Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793) - This Contractor and Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

Vietnam-era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA), (38 U.S.C. 4212) - This Contractor and Subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

Exhibit A

International Travel

The following is a recent list of countries most commonly traveled to by the Agencies, but can vary from year to year.

1. Australia
2. Brazil
3. China
4. Costa Rica
5. Ecuador
6. England
7. France
8. Germany
9. Greece
10. Ireland
11. Italy
12. New Zealand
13. Rwanda
14. South Africa
15. Spain
16. Scotland
17. Tanzania
18. United Kingdom