

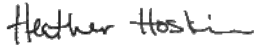
Contract Declaration & Execution Page

Title of Contract: Critical Incident Mapping		Solicitation Number RFP1722282008	Contract Number 23043
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: Geo-Comm, Inc. dba GeoComm			
Contract to Begin: 2/15/2023	Date of Expiration: 2/14/2026	Annual Extensions: 3	
The parties agree to comply with the terms and conditions and attachments which are by this reference made a part of the Agreement:			
Section 1 – Terms & Conditions		Page 2	
Section 2 – Scope of Work.....		Page 41	
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IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto

Contractor: Geo-Comm, Inc.

By (Authorized Signature)



Date Signed

Feb 7, 2023

Printed Name and Title of Person Signing

Heather Hoskins – CFO

Address

601 West St. Germain St., St. Cloud MN 56301

State of Iowa: Department of Education

By (Authorized Signature)



Date Signed

Feb 9, 2023

Printed Name and Title of Person Signing

Ann Lebo

Director

Address

State of Iowa: Department of Administrative Services – Central Services Enterprise

By (Authorized Signature)



Date Signed

Feb 9, 2023

Printed Name and Title of Person Signing

Laura Shannon – Procurement Systems Administrator

Address

1305 East Walnut Street, Level 3, Des Moines, IA 50319

SECTION 1

Terms & Conditions

1.1 Definitions

The following words shall be defined as set forth below:

“911” (9-1-1) means a three-digit telephone number used to report any emergency situation. Calls placed to 911 are generally routed to a PSAP (Public Safety Answering Point) and responded to by a public safety agent.

“Acceptance” means that the Agency has determined that one or more Deliverables satisfy the Agency’s Acceptance Tests. Final Acceptance means that the Agency has determined that all Deliverables satisfy the Agency’s Acceptance Tests. Non-acceptance means that the Agency has determined that one or more Deliverables have not satisfied the Agency’s Acceptance Tests.

“Acceptance Criteria” means the Specifications, goals, performance measures, testing results and/or other criteria designated by the Agency and against which the Deliverables may be evaluated for purposes of Acceptance or Non-acceptance thereof.

“Acceptance Tests” or “Acceptance Testing” mean the tests, reviews and other activities that are performed by or on behalf of the Agency to determine whether the Deliverables meet the Acceptance Criteria or otherwise satisfy the Agency, as determined by the Agency in its sole discretion.

“AED” (Automated External Defibrillator) means a lightweight, portable device that delivers an electric shock through the chest to the heart. The shock can potentially stop an irregular heartbeat (arrhythmia) and allow a normal rhythm to resume following sudden cardiac arrest (SCA).

“Agency” means the agency identified on the Contract cover sheet and any other agency that purchases from the Contract.

“Android Emergency Location Service (ELS)” means a tool available on Android devices that allows first responders to locate emergency callers and texters faster and with greater accuracy, using a combination of GPS, cell, Wi-Fi and sensor data. In some regions, ELS can also provide contextualized information, such as the device language, so that first responders can act faster.

“Apple Hybridized Emergency Location (HELO)” means the technology that estimates an iOS user’s location when they call 911- using cell towers, GPS, and Wi-Fi access points.

“Application Programming Interface (API)” means a software intermediary that allows two applications to talk to each other.

“ArcGIS Identity” also known as named user login, is a temporary access token obtained via OAuth 2.0 that defines the scope and permissions for accessing ArcGIS location services and managing content on behalf of an ArcGIS user. It is associated with an ArcGIS account and is used to track service usage.

“Authorized Contractors” means independent contractors, consultants, or other Third Parties (including other Governmental Entities) who are retained, hired or utilized by any Governmental Entity to use, maintain, support, modify, enhance, host, or otherwise assist a Governmental Entity with any Deliverables provided pursuant to any General Terms.

“Automated Vehicle Location (AVL)” means to determine and transmit the geographic location of a vehicle. A tracking system may collect this aggregate data from one or more vehicles to manage an overview of vehicle travel.

“Automatic Location Identification (ALI)” means an enhanced electronic location system that automatically relays a caller's address when they call an emergency responder service such as 911, whether they call from a mobile phone or a landline.

“Basemap” means a map depicting background reference information such as landforms, roads, landmarks, and boundaries onto which other information is placed.

“Bid Proposal” or “Proposal” means the Contractor’s proposal submitted in response to the RFP.

“CLDXF” means **Civic Location Data Exchange Format** is a United States emergency services profile of PIDF-Lo that defines a set of standard data elements that describe detailed street address information.

“Computer-Aided Dispatch (CAD)” means a computer-aided dispatch system consisting of associated hardware and software that facilitates call taking, system status management, unit selection, emergency ambulance coordination, resource dispatch and deployment, event time stamping, the creation and maintenance of an incident database, and the provision of management information.

“Computer-Aided Dispatch and Mobile (MDT)” Computer-Aided Dispatch Mobile Data Terminal. Mobile terminals in law enforcement vehicles provide an extension to the CAD dispatch services.

“Confidential Information” means, subject to any applicable federal, State, or local laws and regulations, including Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either Party (**“Disclosing Party”**) to the other Party (**“Receiving Party”**) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the Parties, exercising reasonable business judgment, to be confidential. Confidential Information does not include any information that: (i) was rightfully in the possession of the Receiving Party from a source other than the Disclosing Party prior to the time of disclosure of the information by the Disclosing Party to the Receiving Party; (ii) was known to the Receiving Party prior to the disclosure of the information by the Disclosing Party; (iii) was disclosed to the Receiving Party without restriction by an independent third party having a legal right to disclose the information; (iv) is in the public domain or shall have become publicly available other than as a result of disclosure by the Receiving Party in violation of this Agreement or in breach of any other agreement with the Disclosing Party; (v) is independently developed by the Receiving Party without any reliance on Confidential Information disclosed by the Disclosing Party; (vi) is disclosed or is required or authorized to be disclosed pursuant to law, rule, regulation, subpoena, summons, or the order of a court, lawful custodian, governmental agency or regulatory authority, or by applicable regulatory or professional

standards; or (vii) is disclosed by the Receiving Party with the written consent of the Disclosing Party.

“Contract” means the collective documentation memorializing the terms of the agreement between the Agency and the Contractor identified on the Contract Declarations & Execution Page(s) and includes the signed Contract Declarations & Execution Page(s), the Special Terms, these General Terms for Services Contracts, any Special Contract Attachments, and all other attachments to the Contract.

“Contractor” means the awarded business/person to provide the contractual services agreed upon.

“Contractor Contractor(s)” means any of Contractor’s authorized subcontractors, affiliates, subsidiaries, or any other Third Party acting on behalf of or at the direction of Contractor, directly or indirectly, in performing or providing Deliverables under any General Terms.

“Contractor Personnel” means employees, agents, independent contractors, or any other staff or personnel acting on behalf of or at the direction of Contractor or any Contractor performing or providing Deliverables under any General Terms.

“Customer Data” means all information, data, materials, or documents (including Confidential Information of or belonging to any applicable Governmental Entity) originating with, disclosed by, provided by, made accessible by, or otherwise obtained by or from a Governmental Entity making purchases pursuant to any General Terms, including Authorized Contractors of the foregoing, or otherwise related to General Terms in any way whatsoever, regardless of form, including all information, data, materials, or documents accessed, used, or developed by Contractor, Contractor Contractors, or Contractor Personnel in connection with any Deliverables provided pursuant to any General Terms.

“Customer-Owned Deliverables” means any Deliverables discovered, created, or developed by Contractor, Subcontractors, or Contractor Personnel at the direction of the applicable Governmental Entity or for a Governmental Entity or for a specific project pursuant to any General Terms, including all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. The exception to this definition is Software as a Service (SaaS) where the software and source code shall remain the property of the Contractor and use shall be granted for the term of the contract subscription. For avoidance of doubt, the indoor map is the Customer-Owned Deliverable.

“Customer Property” means any property of or belonging to a Governmental Entity making purchases pursuant to General Terms, including Customer Data, software, hardware, programs or other property possessed, owned, or otherwise controlled or maintained by a Governmental Entity.

“Deficiency” means a defect, flaw, anomaly, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including, without limitation, any failure of a deliverable to conform to or meet an applicable specification. Deficiency also

includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable.

“Deliverables” means all of the goods, products, services, work, work product, items, materials and property to be created, developed, produced, delivered, performed or provided by or on behalf of, or made available through, Contractor (or any agent, contractor or subcontractor of Contractor) in connection with this Contract.

“Device Based Hybrid (DBH) location” means using multiple sensors to find a more exact location than traditional methods. These sensors include GPS, Wi-Fi Access Points and Bluetooth beacons.

“Documentation” means any and all technical information, commentary, explanations, design documents, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and materials related to or used in conjunction with the Deliverables, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media.

“Dynamic Location Routing” means 911 routing based on location object and is the ideal emergency solution for large enterprises where users are frequently moving about. The service uses PIDF-Lo (Presence Information Data Format Location Object), which provides pinpoint accurate location information when it’s needed the most.

“Emergency First Responder” means a person (such as a police officer or an EMT) who is among those responsible for going immediately to the scene of an accident or emergency to provide assistance.

“Enhanced 911 (E911)” means an enhanced version of the 911 system used in the United States for calls seeking emergency assistance such as police, fire, and ambulance services. Calls to 911 are routed to a Public Safety Answering Point (PSAP) – E911 identifies the location of the caller and routes the call to the appropriate local PSAP, and provides the PSAP with location information in order to speed response. Landline and cell service providers both are required by the Federal Communications Commission (FCC) to support E911 where it is available.

“Esri” means Environmental Systems Research Institute.

“Esri ArcGIS” see <https://www.esri.com/en-us/arcgis/about-arcgis/overview>

“Esri ArcGIS Runtime” means APIs that are used to build mapping, location, and GIS applications for phones, laptops, desktops, and other devices. These applications can view and edit maps and perform analysis while offline, and can directly access a device's storage, sensors, GPU and other capabilities.

“Esri ArcGIS Security and Identity” see <https://trust.arcgis.com/en/>

“Esri ArcGIS Survey123” means a complete, form-centric solution for creating, sharing and analyzing surveys. Use it to create smart forms with skip logic, defaults, and support for multiple languages. Collect data via web or mobile devices, even when disconnected from the Internet.

Analyze results quickly, and upload data securely for further analysis. <https://www.esri.com/en-us/arcgis/products/arcgis-survey123/overview>

“Federal Communications Commission (FCC)” see <https://www.fcc.gov/>

“FirstNet” means AT&T’s product and mission to deploy, operate, maintain, and improve the first high-speed, nationwide wireless broadband network dedicated to public safety. <https://www.firstnet.com/>

“Governmental Entity” means any Governmental Entity, as defined in Iowa Code Section 8A.101, or any successor provision thereto. The term Governmental Entity includes without limitation Participating Agencies, agencies, independent agencies, the Judicial Branch, the Legislative Branch, courts, boards, authorities, institutions, establishments, divisions, bureaus, commissions, committees, councils, examining boards, public utilities, offices of elective constitutional or statutory officers, and other units, branches, or entities of government.

“HAZMAT” means Hazardous Material commonly referred to as HAZMAT or Dangerous Goods by industry and the U.S. Government.

“GeoComm Indoor Map Gateway” means a secure, cloud-native web portal where school officials may enter and upload information about their schools, including any existing floor plan source documents in PDF, raster, or DWG file format for initial mapping, and/or any time their facilities change.

“Iowa Critical Incident Mapping Hub” means an Esri ArcGIS Hub Premium system for school safety stakeholder engagement. The Iowa Critical Incident Mapping Hub is used for communicating program benefits, initiatives, calls to action, and links to training documents and videos. The system also provides the Esri ArcGIS Online organization and multi-jurisdictional community account providing ArcGIS identities, and user types powering the Critical Incident Mapping Hub.

“I.T. Governance Document(s)” or **“Governance Document(s)”** means any Information Technology policies, standards, processes, guidelines, or procedures developed by OCIO pursuant to Iowa Code section 8B, *available at*: <https://ocio.iowa.gov/> (navigate to policies, standards, rules, respectively), and which are generally applicable to Participating Agencies, absent a waiver granted pursuant to Iowa Code section 8B.21(5) or any corresponding implementing rules.

“JCAT Counterterrorism Guide” JCAT is a federal fellowship program that integrates state, local, tribal, and territorial (SLTT) first responders and public safety professionals into the Intelligence Community (IC). See <https://www.dni.gov/nctc/jcat/index.html>

“MACH” means a collaborative, command and control software solution that offers real-time unit status mapping, instant messaging between units and cross-agency interoperability provided by the State of Iowa and further described at <https://iowadot.gov/tracs/about-mach>.

“Multi-Factor Authentication (MFA)” means an authentication method that requires the user to provide two or more verification factors to gain access to a resource such as an application, online account, or a VPN.

“Multi-line telephone systems (MLTS)” means a system comprised of common control unit(s), telephone sets, control hardware and software and adjunct systems used to support the capabilities outlined herein. This includes network and premises-based systems. E.g., Centrex, VoIP, as well as PBX, Hybrid, and Key Telephone Systems (as classified by the FCC under Part 68 Requirements) and includes systems owned or leased by governmental agencies and non-profit entities, as well as for-profit businesses.

“National Alliance of Public Safety GIS (NAPSG) Foundation Symbolology Guideline and Library”
<https://www.napsgfoundation.org/all-resources/symbolology-library/>

“National Institute of Standards and Technology (NIST)” - <https://www.nist.gov/>

“NENA” means the National Emergency Number Association.

“NG9-1-1” means Next Generation 9-1-1 is the future framework for 911 call delivery, an opportunity to upgrade the ability for people in distress to use modern technology and send data such as text messages and photos to help first responders more quickly locate people in need.

“Next Generation 911 GIS database” allows 911 calls to be mapped by coordinates or address locations. Two functions use GIS data to validate address data and route 911 calls to the correct Public Safety Answering Point.

“NIMS” means National Incident Management System
https://www.fema.gov/sites/default/files/2020-07/fema_nims_doctrine-2017.pdf

“Non-Appropriation Event” means any of the following:

- The legislature or governor fails, in the sole opinion of the applicable Governmental Entity, to appropriate funds sufficient to allow the Governmental Entity to either meet its obligations under any General Terms or operate as required or fulfill its obligations under any General Terms.
- If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by a Governmental Entity (regardless of the source of funding or revenues) to make any payment under any General Terms are insufficient or unavailable for any other reason as determined by the Governmental Entity in its sole discretion;
- If a Governmental Entity’s authorization to conduct its business or engage in activities or operations related to the subject matter of any General Terms is withdrawn or materially altered or modified;
- If the applicable Governmental Entity’s duties, programs, or responsibilities are modified or materially altered; or
- If there is a decision of any court, administrative law judge or arbitration panel, or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects the applicable Governmental Entity’s ability to fulfill any of its obligations under any General Terms.

“Office of the Chief Information Officer” or “OCIO” means the Office of the Chief Information Officer of the State of Iowa created by Iowa Code chapter 8B.

“Participating Agency” shall have the same meaning ascribed to it under Iowa Code section 8B, including any subsequent amendments or successor provisions thereto.

“Presence Information Data Format-Location (PIDF-Lo)” means an HTTP, XML tag format that includes a location object. PIDF-Lo takes those location objects and sends them natively with a 911 call across the internet, allowing for instant provisioning with hyper-targeted accuracy, as a caller moves about a campus or high-rise environment.

“Political subdivision” means institutions of higher education, cities, counties, districts, and nonprofit organizations within the State of Iowa if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

“GeoComm Public Safety Content Library” means a secure, cloud-based data repository for serving and sharing indoor map data with other authorized non-GeoComm public safety applications such as various 9-1-1, CAD, and mobile mapping applications used across the state.

“PSAPs” (Public Safety Answering Points) sometimes called public-safety access points, are responsible for receiving 911 calls and processing those calls according to a specific operating policy. An example is a dedicated call center for answering emergency phone calls and dispatching first responders appropriately.

“Purchasing Instrument” means documentation issued by a Governmental Entity to Contractor for the purchase of Deliverables, including a **“Purchase Order”** or **“Statement of Work”** executed pursuant to any General Terms, regardless of form, and which identifies the Deliverables to be purchased and any other requirements deemed necessary by the applicable Governmental Entity, such as compensation and delivery dates.

“RapidSOS Portal” means a free 9-1-1 call viewing application. The Rapid SOS Portal utilizes the precise Device Based Hybrid (DBH) location for 9-1-1 wireless calls which can provide indoor positions of 9-1-1 calls placed from cell phones. <https://rapidsos.com/>

“Readiness and Emergency Management for Schools – Technical Assistance (REMS-TA)” See <https://rems.ed.gov/>

“RFP” means the Request for Proposals and any attachments, exhibits, schedules or addenda hereto that was issued to solicit the Deliverables that are subject to the Contract.

“SaaS” means Software as a Service.

“GeoComm School Mapping Field App” means an application that displays indoor maps of buildings on top of Esri Basemaps, which include many map layers depicting streets, buildings, school grounds, roads and sidewalks, topography, etc., as well as aerial and satellite imagery.

“Security Breach” means the unauthorized acquisition of or access to Customer Data by an unauthorized person that compromises the security, confidentiality, or integrity of Customer Data, including instances in which internal personnel access systems in excess of their user rights

or use systems inappropriately. **“Security Breach”** shall also be deemed to include any breach of security, confidentiality, or privacy as defined by any applicable law, rule, regulation, or order.

“Services” include without limitation all services performed or provided by or on behalf of, or otherwise made available through, Contractor, Contractor Contractors (Subcontractors), or Contractor Personnel, directly or indirectly, in connection with any General Terms, including any Software or System or any corresponding hosting, implementation, migration, or configuration services associated therewith or related thereto.

“Special Terms” means the Contract attachment entitled “Special Terms” that contains terms specific to this Contract, including but not limited to the Scope of Work, contract payment terms, and any amendments to these General Terms and Conditions for Services Contracts. If there is a conflict between the General Terms for Services Contracts and the Special Terms, the Special Terms shall prevail.

“Software” means any and all other software, programs, applications, modules and components, in object code form, and all related Source Code.

“Source Code” means the human-readable source code, source program, scripts and/or programming language, including HTML, XML, XHTML, Visual Basic, and JAVA, for or related to the Software. Source Code includes all source code listings, instructions (including compiled instructions), programmer’s notes, commentary and all related technical information and Documentation, including all such information and documentation that is necessary or useful for purposes of maintaining, repairing, or making modifications or enhancements to the Software and the Source Code. For avoidance of doubt, there will be no source code provided as part of the Agreement.

“Specifications” means all specifications, requirements, technical standards, performance standards, representations and other criteria related to the Deliverables stated or expressed in this Contract, the Documentation, the RFP, and the Proposal. Specifications shall include the Acceptance Criteria and any specifications, standards or criteria stated or set forth in any applicable state, federal, foreign and local laws, rules and regulations. The Specifications are incorporated into this Contract by reference as if fully set forth in this Contract.

“State” means the State of Iowa, the Agency, and all State of Iowa agencies, boards, and commissions, and when this Contract is available to political subdivisions, any political subdivisions of the State of Iowa.

“Subcontractor” (Contractor Contractors) means a business or person that carries out work for a company as part of a larger project.

“System” means any system provided or otherwise made available by or through Contractor, Contractor Contractors, or Contractor Personnel, directly or indirectly, in connection with any General Terms, including any Software, programs, or applications associated therewith or included or incorporated therein, regardless of the method of delivery, including any Internet-enabled, Web-based or other similar delivery methods.

“Third Party” means a person or entity (including, any form of business organization, such as a corporation, partnership, limited liability corporation, association, etc.) that is not a party to any General Terms.

“VESTA Map Local” means Motorola’s application with interactive mapping tools. Serves wireless callers - following their movement and showing a confidence zone of their locations. Uses the latest technology from RapidSOS, and Esri ArcGIS Runtime. Displays on the VESTA 9-1-1 system for an all-inclusive NG9-1-1 call handling system.

1.2 Headings, Captions and Terms

The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs. Unless the context otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, and the word “or” has the inclusive meaning represented by the phrase “and/or.” The words “include” and “including” shall be deemed to be followed by the phrase “without limitation.”

1.3 Scope of Work

The Contractor shall provide Deliverables that comply with and conform to the Specifications in Section 2.

1.4 Order of Precedence

If there is a conflict or inconsistency between any documents comprising the Terms and Conditions, such conflict or inconsistency shall be resolved according to the following priority, ranked in descending order:

1. any terms and conditions specifically set forth in this Section 1
2. any special terms and conditions specifically set forth in Sections 5 through 12.
3. RFP1722282008 including all Addendums; and
4. Contractor's response to RFP1722282008

1.5 Authorization

The Contractor represents and warrants that:

- 1.5.1** It has the right, power and authority to enter into and perform its obligations under this Contract.
- 1.5.2** It has taken all requisite action (corporate, statutory or otherwise) to approve the execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

1.6 Availability of Contract to Other Entities

All other agencies of the State of Iowa and all political subdivisions of the State of Iowa may make purchases pursuant to the Contract as permitted by the Request for Proposal.

1.7 Non-Exclusive Rights

This Contract is not exclusive. The Agency reserves the right to select other contractors to provide Deliverables similar or identical to those described in the Scope of Work during the term of this Contract.

1.8 Counterparts

The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

1.9 Duration of Contract

The term of the Contract shall begin and end on the dates specified on the Contract Declarations & Execution Page(s), unless extended or terminated earlier in accordance with the termination provisions of this Contract. In its sole discretion, the Agency may exercise any applicable extension by giving the Contractor written notice of the extension prior to the expiration of the initial term or renewal term.

1.10 Obligations Beyond Contract Term

This Contract shall remain in full force and effect to the end of the specified term or until terminated pursuant to this Contract. All obligations of the Agency and the Contractor incurred or existing under this Contract as of the date of expiration or termination shall survive the termination or expiration of this Contract.

1.11 Independent Contractor

The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents and any subcontractors performing under this Contract are not employees or agents of the State or any agency, division or department of the State simply by virtue of work performed pursuant to this Contract. Neither the Contractor nor its employees shall be considered employees of the Agency or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Contract. The Agency shall not withhold taxes on behalf of the Contractor (unless required by law). Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

1.12 Use of Third Parties

None of the Deliverables to be provided by the Contractor pursuant to any General Terms shall be subcontracted or delegated to any Third Party, including Subcontractors, without the prior written consent of the applicable Governmental Entity. Such consent shall not be deemed in any way to provide for the incurrence of any additional obligation of a Governmental Entity, whether financial or otherwise. Any subcontract to which a Governmental Entity has consented shall be in writing and shall in no way alter the terms and conditions of this Agreement. All subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that the applicable Governmental Entity may deem necessary. The Contractor is solely liable for any and all payments that may be due to Subcontractors pursuant to any subcontract. The Contractor shall indemnify and hold harmless any Governmental Entity and their officers, directors,

employees, officials, and agents from and against any and all claims, demands, liabilities, suits, actions, damages, losses, taxes, penalties, costs and expenses of every kind and nature whatsoever arising out of, resulting from, or in any way related to Contractor's breach of any subcontract into which it enters, including Contractor's failure to pay any and all amounts due to any Subcontractors. In addition, any Governmental Entity is not responsible for any failure of any Subcontractors to pay any amounts that may be due Contractor, and the Contractor may not refuse to perform its obligations under this Agreement for any such failure. If Contractor fails, neglects, or refuses to pay promptly, as due, any claim for labor or services furnished to Contractor or any subcontractor by any person in connection with Deliverables performed or provided, the applicable Governmental Entity may pay such claim and charge the amount of the payment against funds due or to become due to the Contractor. The payment of a claim in such manner shall not relieve the Contractor or its surety from any obligation with respect to any unpaid claims. All subcontracts shall contain provisions that allow Governmental Entities making purchases hereunder to access the subcontractor's books, documents, and records and for inspections of work, as required of the Contractor herein. No subcontract or delegation of work shall relieve or discharge the Contractor from any obligation, provision, or liability under this Agreement. The Contractor shall remain responsible for such performance and shall be fully responsible and liable for all acts or omissions of any Subcontractors. Any action of the Subcontractors, which, if done by Contractor, would constitute a breach of this Agreement, shall be deemed a breach by Contractor and have the same legal effect. The term "**Contractor**" as used in this Agreement shall, unless the context clearly requires to the contrary, be deemed to include Subcontractors and Contractor Personnel.

1.13 Third Party Beneficiaries

There are no third-party beneficiaries to this Contract. This Contract is intended only to benefit the State and the Contractor.

1.14 Joint and Several Liability

If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, and for any default of activities and obligations.

1.15 Compliance with the Law; Nondiscrimination in Employment

The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

1.15.1 The Contractor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Contract. Including laws relating to

prevailing wages, occupational safety and health standards, payment of taxes, gift laws, and lobbying laws.

1.15.2 In the event the Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract, the Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

1.15.3 Notwithstanding anything in this Contract to the contrary, the Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend, in whole or in part, this Contract. The State may further declare the Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

1.15.4 If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, the Contractor acknowledges and agrees that pursuant to applicable federal laws, including those found at 2 CFR 200, federal regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Customer-Owned Deliverables developed under this Contract and the copyright in and to such Deliverables.

1.15.5 The Contractor, its employees, agents and subcontractors shall also comply with all applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, including Web Content Accessibility Guidelines (WCAG) 2.0, including any amendments thereto or any subsequent versions thereof, and all standards and requirements established by the Architectural and Transportation Barriers Access Board.

1.15.6 All applicable Information Technology (I.T.) Governance Document(s).

1.16 Qualifications of Staff

The Contractor shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors or anyone acting for or on behalf of the Contractor, are properly licensed, certified or accredited as required under applicable state law and the Iowa Administrative Code. The Contractor shall provide standards for service providers who are not otherwise licensed, certified or accredited under state law or the Iowa Administrative Code.

1.17 Compliance with Iowa Code chapter 8F

If the Contract is subject to the provisions of Iowa Code chapter 8F, the Contractor shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Contract. Any compliance documentation, including but not limited to certifications, received from subcontractors by the Contractor shall be forwarded to the Agency.

1.18 Compensation

1.18.1 Pricing

The Contractor shall be compensated in accordance with the payment terms outlined in the Contract Payment Terms and the Scope of Work. The Contractor shall submit an invoice for Deliverables rendered in accordance with this Contract. The invoice shall comply with all applicable rules concerning payment of such claims including but not limited to those set forth in Iowa Administrative Code chapter 11—41. The Agency shall verify the Contractor's performance of the Deliverables outlined in the invoice before making payment. The Agency shall pay all approved invoices in arrears and in conformance with Iowa Code 8A.514 - Net 60 days. Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Contractor. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code § 8A.514. Notwithstanding, a Governmental Entity may, in its sole discretion, elect to prepay fees for services and deliverables in accordance with applicable laws, rules, policies, and procedures, including State of Iowa Accounting Policies and Procedures, available at: <https://das.iowa.gov/state-accounting/sae-policies-procedures-manual>.

The State of Iowa's warrant drawn on the Treasurer of State is used to pay claims against the departments of the State of Iowa. The warrant is issued upon receipt of proper documentation from the issuing department.

Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any Deliverables provided by or on behalf of the Contractor under this Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under this Contract.

The Contractor shall submit an invoice monthly to: idoec.claims@iowa.gov
In addition, send a copy to: **Eric St. Clair** - eric.stclair@iowa.gov

1.18.2 Reimbursement Expenses

The State has established rules for limitations on reimbursement expenses. Please reference Department of Administrative Services - State Accounting Enterprise Procedure 210-245 - https://das.iowa.gov/sites/default/files/acct_sae/sae_manual/210/210-245.pdf for limits on travel expenses.

1.18.3 Withholding Payments

In addition to pursuing any other remedy provided herein or by law, the Agency may withhold compensation or payments to Contractor, in whole or in part, without penalty to the Agency or work stoppage by Contractor, in the event the Agency determines that:

1.18.3.1 Contractor has failed to perform any of its duties or obligations as set forth in this Contract; or

1.18.3.2 Any Deliverable has failed to meet or conform to any applicable Specifications or contains or is experiencing a Deficiency.

No interest shall accrue or be paid to the Contractor on any compensation or other amounts withheld or retained by the Agency under this Contract.

1.18.4 Performance Security

The Agency shall retain the percentages listed in Section 3.2 due under the Contract. The Agency shall pay the retained amount only after all Deliverables have been completed by the Contractor and accepted by the Agency.

Performance-based measures are required to be included in any State contract pursuant with Iowa Code section 8.47 (1).

1.18.4.1 Pursuant to Iowa Code § 8.47 and Department of Administrative Services rule 11 IAC 107.4, the service contract entered into by the Agency shall include a clause or clauses that describe the amount or basis for paying consideration to the Contractor based on the Contractor's performance under this contract.

1.18.4.2 The agreed times for the performance of the Contractor's obligations under this contract are important prerequisites to the award of the contract. The Agency declares, and the Contractor acknowledges, that time is of the essence in the performance by the Contractor of the terms and conditions of the contract. The Agency declares, and the Contractor acknowledges, that the Agency shall suffer damages due to a lack of timely performance by the Contractor. The parties agree that time is a material element of this contract.

1.18.4.3 Partial performance of this contract shall not relieve the Contractor from liability for reductions in payment specified in this section if any material portion of the contract remains unperformed.

1.18.4.4 The Agency shall notify the Contractor of the basis for any reduction in payment when the Agency deducts such sums from money payable to the Contractor.

1.18.4.5 The Contractor's liability for additional reductions in payment shall cease at such time as the Agency obtains complete substituted performance from an alternate Contractor.

1.18.4.6 Payments to the Contractor shall not be reduced if performance is delayed or made impossible by an act of God or such other event that is beyond the reasonable control of the Contractor. In each such case, the delay or impossibility must be without the fault or negligence of the Contractor. A strike by the Contractor's employees or a lockout by the Contractor shall not be considered beyond the reasonable control of the Contractor, nor shall a strike or a lockout be considered an act of God.

1.18.4.7 Payments to Contractor shall not be reduced if performance is delayed due to optional items being selected.

1.18.5 Setoff Against Sums Owed by the Contractor

In the event that Contractor owes the State any sum under the terms of this Contract, any other contract or agreement, pursuant to a judgment, or pursuant to any law, the State may, in its sole discretion, set off any such sum against:

1.18.5.1 Any sum invoiced by, or owed to, Contractor under this Contract, or

1.18.5.2 Any sum or amount owed by the State to Contractor, unless otherwise required by law.

The Contractor agrees that this provision constitutes proper and timely notice under any applicable laws governing setoff.

1.19 Termination

1.19.1 Immediate Termination by the State

The State may terminate this Contract for any of the following reasons effective immediately without advance notice:

1.19.1.1 In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification shall result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

1.19.1.2 The State determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, a person's life, health or safety to be jeopardized;

1.19.1.3 The Contractor fails to comply with confidentiality laws or provisions;

1.19.1.4 The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

1.19.2 Termination for Cause by the Agency

The Agency may terminate this Contract upon written notice for the breach by the Contractor of any material term, condition or provision of this Contract, if such breach is not cured within the time period specified in the Agency's notice of breach or any subsequent notice or correspondence delivered by the Agency to Contractor, provided that cure is feasible. In addition, the Agency may terminate this Contract effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

1.19.2.1 Contractor furnished any statement, representation, warranty or certification in connection with this Contract, the RFP or the Proposal that is false, deceptive, or materially incorrect or incomplete;

1.19.2.2 Contractor or any of Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

- 1.19.2.3** Contractor or any parent or affiliate of Contractor owning a controlling interest in Contractor dissolves;
- 1.19.2.4** Contractor terminates or suspends its business;
- 1.19.2.5** Contractor's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited, or any license or certification held by Contractor related to Contractor's performance under this Contract is suspended, terminated, revoked, or forfeited;
- 1.19.2.6** Contractor has failed to comply with any applicable international, federal, state (including, but not limited to Iowa Code chapter 8F), or local laws, rules, ordinances, regulations or orders when performing within the scope of this Contract;
- 1.19.2.7** The Agency determines or believes the Contractor has engaged in conduct that: (a) has or may expose the Agency or the State to material liability, or (b) has caused or may cause a person's life, health or safety to be jeopardized;
- 1.19.2.8** Contractor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or Contractor misappropriates or allegedly misappropriates a trade secret;
- 1.19.2.9** Contractor fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy; or
- 1.19.2.10** Any of the following has been engaged in by or occurred with respect to Contractor or any corporation, shareholder or entity having or owning a controlling interest in Contractor:
- Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;
 - Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar officials of it or any substantial part of its assets;

- Making an assignment for the benefit of creditors;
- Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with the Contractor's performance of its obligations under this Contract; or
- Taking any action to authorize any of the foregoing. The Agency's right to terminate this Contract shall be in addition to and not exclusive of other remedies available to the Agency, and the Agency shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

1.19.3 Termination upon Notice

Following thirty (30) days written notice, the Agency may terminate this Contract in whole or in part without penalty and without incurring any further obligation to the Contractor. Termination can be for any reason or no reason at all.

1.19.4 Termination Due to Lack of Funds (Non-Appropriation Event) or Change in Law

Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the Agency shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

- 1.19.4.1** The legislature or governor fail in the sole opinion of the Agency to appropriate funds sufficient to allow the Agency to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or
- 1.19.4.2** If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Agency to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Agency in its sole discretion; or
- 1.19.4.3** If the Agency's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or
- 1.19.4.4** If the Agency's duties, programs or responsibilities are modified or materially altered; or
- 1.19.4.5** If there is a decision of any court, administrative law judge or arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Agency's ability to fulfill any of its obligations under this Contract. The Agency shall provide the Contractor with written notice of termination pursuant to this section.

1.19.5 Limitation of the State's Payment Obligations

In the event of termination of this Contract for any reason by either party (except for termination by the Agency pursuant to Section 1.19.2), the Agency shall pay only those amounts, if any, due and owing to Contractor hereunder for Deliverables actually and satisfactorily provided in accordance with the provisions of this Contract up to and including the date of termination of this Contract and for which the Agency is obligated to pay pursuant to this Contract; provided that in the event the Agency terminates this Contract pursuant to Section 1.19.4, the Agency's obligation to pay the Contractor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment shall be made only upon submission of invoices and proper proof of the Contractor's claim. Notwithstanding the foregoing, this Section 1.19.5 in no way limits the rights or remedies available to the Agency and shall not be construed to require the Agency to pay any compensation or other amounts hereunder in the event of the Contractor's breach of this Contract or any amounts withheld by the Agency in accordance with the terms of this Contract. The Agency shall not be liable, under any circumstances, for any of the following:

- 1.19.5.1** The payment of unemployment compensation to the Contractor's employees;
- 1.19.5.2** The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;
- 1.19.5.3** Any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract;
- 1.19.5.4** Any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Contract;
- 1.19.5.5** Any taxes the Contractor may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

1.19.6 Contractor's Termination Duties

Upon receipt of notice of termination or upon request of the Agency, the Contractor shall:

- 1.19.6.1** Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work performed under the Contract and such other matters as the Agency may require.
- 1.19.6.2** Immediately cease using and return to the Agency any property or materials, whether tangible or intangible, provided by the Agency to the Contractor.
- 1.19.6.3** Cooperate in good faith with the Agency and its employees, agents and independent contractors during the transition period between the notification of termination and the substitution of any replacement service provider.

1.19.6.4 Immediately return to the Agency any payments made by the Agency for Deliverables that were not rendered or provided by the Contractor.

1.19.6.5 Immediately deliver to the Agency any and all Deliverables for which the Agency has made payment (in whole or in part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied as that time.

1.19.7 Termination for Cause by Contractor

The Contractor may only terminate this Contract for the breach by the Agency of any material term, condition or provision of this Contract, if such breach is not cured within sixty (60) days of the Agency's receipt of the Contractor's written notice of the breach.

1.20 Confidential Information

1.20.1 Access to Confidential Information

The Contractor's employees, agents and subcontractors may have access to confidential information maintained by the Agency to the extent necessary to carry out its responsibilities under the Contract. The Contractor shall presume that all information received pursuant to this Contract is confidential unless otherwise designated by the Agency. The Contractor shall provide to the Agency a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality shall address, as appropriate, the information conveyed in verbal, written, and electronic formats. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract. The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Contract. The private or confidential information shall remain the property of the Agency at all times.

1.20.2 Limited Access

Customer Data shall at all times remain the property of the applicable Governmental Entity, and the applicable Governmental Entity shall retain exclusive rights thereto and ownership thereof. Contractor, Subcontractors, and Contractor Personnel may have access to Customer Data solely to the extent necessary to carry out their duties under any General Terms. Contractor, Subcontractors, or Contractor Personnel shall presume all Customer Data is considered confidential, hold all Customer Data in the strictest confidence, and permit the use of Customer Data solely for the purposes of providing Deliverables under any General Terms, subject to any restrictions set forth herein or in any state and federal laws, rules, regulations, standards, and orders applicable either during the Term or thereafter. Contractor, Subcontractors, and Contractor Personnel shall not gather, store, log, archive, use, or otherwise retain Customer Data in any manner other than as expressly authorized by any General Terms, and shall not disclose, distribute, sell, commercially or politically exploit, share, rent, assign, lease, or otherwise transfer or disseminate Customer Data to any Third Party, except as expressly permitted hereunder or as Contractor may be expressly directed in advance in writing by the

applicable Governmental Entity. Contractor, Subcontractors, and Contractor Personnel shall not remove from any Governmental Entity's facilities or retain a copy of any Customer Data unless such removal or retention is necessary to provide or perform Deliverables, to fulfill their obligations under any General Terms, or as otherwise approved in writing by the applicable Governmental Entity. The Contractor shall immediately report the unauthorized disclosure of Customer Data to the applicable Governmental Entity.

1.20.3 No Dissemination of Confidential information

No confidential information collected, maintained, or used in the course of performance of the Contract shall be disseminated by the Contractor except as authorized by law and only with the prior written consent of the Agency, either during the period of the Contract or thereafter. Any data supplied by the Agency to the Contractor or created by the Contractor in the course of the performance of this Contract shall be considered the property of the Agency. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of the Agency. The Contractor may be held civilly or criminally liable for improper disclosure of confidential information.

1.20.4 Reporting of Unauthorized Disclosure

The Contractor shall immediately report to the Agency any unauthorized disclosure of confidential information.

1.20.5 Compelled Disclosures

To the extent required by applicable law or by lawful order or requirement of a court or governmental authority of competent jurisdiction over the Contractor, the Contractor may disclose Customer Data to a Third Party in accordance with such law, order, or requirement, subject to the following conditions:

1.20.5.1 As soon as the Contractor becomes aware of such law, order, or requirement, and no less than five (5) business days prior to disclosing Customer Data pursuant thereto, the Contractor shall notify the applicable Governmental Entity in writing, specifying the nature of and circumstances surrounding the contemplated disclosure, and forward any applicable process, including a subpoena, to the appropriate Governmental Entity for its review.

1.20.5.2 The Contractor shall consult with the applicable Governmental Entity on the advisability of taking legally-available steps to resist or narrow any required response or disclosure.

1.20.5.3 The Contractor shall use best efforts not to release Customer Data pending the outcome of any measures taken by the applicable Governmental Entity to contest, oppose, or otherwise seek to limit such disclosure by Contractor or any Third Party ultimately obtaining such Customer Data. The Contractor shall cooperate with and aid the applicable Governmental Entity regarding such measures.

1.20.5.4 Notwithstanding any such compelled disclosure by Contractor, such compelled disclosure shall not otherwise affect Contractor's obligations hereunder with respect to Customer Data so disclosed.

1.20.6 Subpoena

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 Agency and cooperate with the Agency in any lawful effort to protect the confidential information. If Contractor requests confidential treatment with respect to any information or material contained within its Proposal and if a judicial or administrative proceeding is initiated to compel the release of such material, Contractor shall, at its sole expense, appear in the proceeding or otherwise obtain an order restraining the release of such material from a court of competent jurisdiction. Agency may release the information or material with or without advance notice to the Contractor if no judicial or administrative proceeding is initiated and Agency determines the information or material is not confidential under Iowa or other applicable law, or if the Contractor failed to properly request confidential treatment under the RFP, or if Contractor rescinds its request for confidential treatment.

1.20.7 Destruction or Return of Customer Data

On the applicable Governmental Entity's written request or upon expiration or termination of any General Terms for any reason, the Contractor shall promptly:

After providing notice to the applicable Governmental Entity and subject to its prior written approval, return or destroy, at the applicable Governmental Entity's option, all Customer Data; and

1.20.7.1 Provide a notarized written statement to the applicable Governmental Entity certifying all Customer Data has been returned or destroyed to the Governmental Entity, whichever is applicable.

1.20.7.2 To the extent Contractor is required to destroy Customer Data pursuant to this Section, Customer Data shall be permanently deleted and shall not be recoverable, in accordance with National Institute of Standards and Technology ("NIST") -approved methods.

1.20.8 Treatment of Contractor's Confidential Information

1.20.8.1 Safeguarding Obligation. Except as otherwise provided or contemplated herein, and subject to applicable state, federal, and/or international laws, rules, regulations, or orders (including Iowa Code Chapter 22 and any corresponding implementing rules, regulations, or orders), Governmental Entities shall not intentionally disclose Contractor's Confidential Information to a Third Party (excluding other Governmental Entities and Authorized Contractors) without the prior written consent of Contractor.

1.20.8.2 Destruction or Return of Contractor's Confidential Information. On termination or expiration of the contract, the applicable Governmental Entity shall, except to the extent otherwise required by applicable laws, rules, procedures, or record retention schedules/requirements, return or destroy, at the Contractor's option, all of the Contractor's Confidential Information

(excluding items subject to any continuing licenses inuring to the benefit of the applicable Governmental Entity hereunder or that are required for use of any Deliverables).

1.20.9 Compelled Disclosures – Contractor’s Confidential Information

Notwithstanding and in addition to the foregoing, Governmental Entities may disclose Contractor’s Confidential Information:

1.20.9.1 Pursuant to any legal, judicial, regulatory, or administrative proceedings, subpoena, summons, deposition, interrogatory, requests for documents, order, ruling, civil investigative demand, or other legal, administrative or regulatory processes;

1.20.9.2 Pursuant to any applicable laws, rules, or regulations;

1.20.9.3 If the applicable Governmental Entity reasonably determines such information is not a confidential record pursuant to Iowa Code Section 22.7 or other applicable laws, rules, and regulations; or

1.20.9.4 If the applicable Governmental Entity, in the Governmental Entity’s sole discretion, determines Contractor has not provided or is unwilling to provide facts sufficient to enable the Governmental Entity to decide as to whether such information constitutes a confidential record under Iowa Code Section 22.7 or other applicable laws, rule, and regulations.

1.20.9.5 Prior to disclosing any of Contractor’s Confidential Information as permitted above, a Governmental Entity shall provide reasonable notice to Contractor of the circumstances giving rise to such disclosure. In addition, the Contractor agrees to indemnify and hold harmless any Governmental Entity and its officers, directors, employees, officials, and agents from and against any and all claims, demands, liabilities, suits, actions, damages, losses, taxes, penalties, costs and expenses of every kind and nature whatsoever (including the reasonable value of time of the Attorney General’s Office and the costs, expenses, and attorney fees of other counsel retained by or on behalf of the Governmental Entity) arising out of, resulting from, or in any way related to any judgments or damages awarded against any Governmental Entity in favor of the party requesting any of Contractor’s Confidential Information.

1.20.10 Open Records and Electronic Discovery Requests and Records Retention.

The Contractor shall, upon the applicable Governmental Entity’s request and within any time period specified by the applicable Governmental Entity, take all actions requested by the Governmental Entity to assist it in complying timely with any request for Customer Data or other data or information that may be made by any Third Party in accordance with applicable public or open records laws (including Iowa Code Chapter 22) or in connection with any subpoena, court order, discovery request, regulatory or criminal investigation or proceeding, or any other matter that may require the Governmental Entity to produce or provide Customer Data or other data or information to a Third Party. The Contractor shall produce and provide all Customer Data or other data or information within the time period

set forth in the Governmental Entity's request. The Contractor shall take all steps necessary to ensure Customer Data is stored and maintained in its original state so as to not create any spoliation, evidentiary, or electronic discovery issues. In addition, the Contractor shall, upon the applicable Governmental Entity's request, take all actions requested by the Governmental Entity to assist it in complying with any federal, state, or local record retention requirements, policies, procedures, or other requirements.

1.20.11 Ancillary Agreements and Non-Disclosure Agreements

The Contractor or the Subcontractors shall execute any agreements to address any compliance, legal, confidentiality, or privacy concerns that may be unique to an applicable Governmental Entity making purchases hereunder, such as a Business Associate Agreement ("BAA") or Criminal Justice Information System ("CJIS") Security Addendum, or any other non-disclosure or confidentiality agreements in connection with any General Terms deemed necessary by the applicable Governmental Entity ("Ancillary Agreement(s)").

1.20.12 Non-Exclusive Equitable Remedy

Each Party acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may allow a Party or Third Parties to unfairly compete with the other Party resulting in irreparable harm to such Party, and therefore, that upon any such breach or any threat thereof, each Party, including any Governmental Entity, shall be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section shall constitute a material breach of this Agreement and be grounds for immediate termination of any General Terms in the exclusive discretion of the non-breaching Party.

1.21 Security Breach Notification

The Contractor shall immediately inform the Participating Agency or OCIO, of any Security Breach or incident. It is within OCIO or the Participating Agency's discretion to determine whether a particular incident is a security incident or a Security Breach. The Contractor shall promptly report a Security Breach or incident to OCIO and the Participating Agency when the breach affects the security of Customer Data.

1.22 Security Breach Responsibilities

The Contractor shall comply with all applicable laws that require the notification of individuals in the event of a Security Breach. In the event of a Security Breach or other event requiring notification in accordance with applicable law, the Contractor shall: (a) share information relevant to the Security Breach with OCIO and the Participating Agency; (b) promptly implement necessary remedial measures; and (c) document responsive action related to the Security Breach. If the Security Breach requires public notice, all communication must be coordinated with OCIO and the Participating Agency. The Contractor is responsible for all notification and remedial costs and damages.

1.23 Legislative Changes

The Contractor expressly acknowledges that the contracted Deliverables are subject to legislative change by either the federal or state government. Should either legislative body enact measures that alter the project, the Contractor shall not hold the Agency liable in any manner for the resulting changes. The Agency shall use its best efforts to provide thirty (30) days written notice to the Contractor of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Contract to address the legislative change. Nothing in this Subsection shall affect or impair the Agency's right to terminate the Contract pursuant to the termination provisions.

1.24 Intellectual Property

1.24.1 Ownership and Assignment of Other Deliverables

The Contractor agrees that the State and Agency shall become the sole and exclusive owners of all Deliverables. Contractor hereby irrevocably assigns, transfers and conveys to the State and the Agency all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. The exception is Software as a Service (SaaS) where the software and source code shall remain the property of the Contractor and use shall be granted for the term of the contract subscription. The Contractor represents and warrants that the State and the Agency shall acquire good and clear title to all Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of Contractor or of any third party, including any employee, agent, contractor, subcontractor, subsidiary or affiliate of Contractor. The Contractor (and Contractor's employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the Agency and the payment of such royalties or other compensation as the Agency deems appropriate. Unless otherwise requested by Agency, upon completion or termination of this Contract, Contractor shall immediately turn over to Agency all Deliverables not previously delivered to Agency, and no copies thereof shall be retained by Contractor or its employees, agents, subcontractors or affiliates, without the prior written consent of Agency.

1.24.2 Waiver

To the extent, any of Contractor's rights in any Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Contractor hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State's rights in and to the Deliverables.

1.24.3 Further Assurances

At the Agency's request, the Contractor shall execute and deliver such instruments and take such other action as may be requested by the Agency to establish, perfect or protect the State's rights in and to the Deliverables and to carry out the assignments, transfers and conveyances set forth in this Contract.

1.24.4 Use of Name or Intellectual Property

The Contractor agrees it shall not use the Agency and/or State's name or any of their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the Agency and/or the State.

1.25 Warranties

1.25.1 The Construction of Warranties Expressed in this Contract with Warranties Implied by Law

Warranties made by the Contractor in this Contract, whether: (1) this Contract specifically denominates the Contractor's promise as a warranty; or (2) the warranty is created by the Contractor's affirmation or promise, by a description of the Deliverables to be provided, or by the provision of samples to the Agency, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties that arise through the course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Deliverables provided by the Contractor. The provisions of this section apply during the term of this Contract and any extensions or renewals thereof.

1.25.2 The Contractor represents and warrants that: (1) all Deliverables shall be wholly original with and prepared solely by Contractor; or it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses and authority necessary to provide the Deliverables to the Agency hereunder and to assign, grant and convey the rights, benefits, licenses and other rights assigned, granted or conveyed to the Agency hereunder or under any license agreement related hereto without violating any rights of any third party; (2) the Contractor has not previously and shall not grant any rights in any Deliverables to any third party that is inconsistent with the rights granted to the Agency herein; and (3) the Agency shall peacefully and quietly have, hold, possess, use and enjoy the Deliverables without suit, disruption or interruption.

1.25.3 The Contractor represents and warrants that: (1) the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and (2) the Agency's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and shall not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property rights, proprietary rights or personal rights of any third party. The Contractor further represents and warrants there is no pending or threatened claim, litigation or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables , except for Critical Response Group, Inc. v. GeoComm, Inc., filed 10/10/2022 in the United States District Court for the Southern District of Iowa, docket number 4:22-cv-00342-SHL-SBJ. The Contractor shall inform the Agency in writing immediately upon becoming aware of any other actual, potential or threatened claim of or cause of action for infringement or

violation or an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret related to the Deliverables. Upon the entry of a judgment or court order with respect to any such claim or cause of action that adversely affects the Contractor's ability to provide the Deliverables, then the Contractor shall, at the Agency's request and at the Contractor's sole expense: (1) procure for the Agency the right or license to continue to use the Deliverable at issue; (2) replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; (3) modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; or (4) accept the return of the Deliverable at issue and refund to the Agency all fees, charges and any other amounts paid by the Agency with respect to such Deliverable. In addition, the Contractor agrees to indemnify, defend, protect and hold harmless the State and its officers, directors, employees, officials and agents as provided in the Indemnification section of this Contract, including for any breach of the representations and warranties made by Contractor in this section. The foregoing remedies shall be in addition to and not exclusive of other remedies available to the Agency and shall survive termination of this Contract.

1.25.4 The Contractor represents and warrants that: the Deliverables (in whole and in part) shall: (1) be free from material Deficiencies; and (2) meet, conform to and operate in accordance with all Specifications and in accordance with this Contract during the Warranty Period, as defined in the Special Terms. During the Warranty Period Contractor shall, at its expense, repair, correct or replace any Deliverable that contains or experiences material Deficiencies or fails to meet, conform to or operate in accordance with Specifications within five business days of receiving notice of such Deficiencies or failures from the Agency or within such other period as the Agency specifies in the notice. In the event Contractor is unable to repair, correct or replace such Deliverable to the Agency's satisfaction, Contractor shall refund the fees or other amounts paid for the Deliverables and for any services related thereto. The foregoing shall not constitute an exclusive remedy under this Contract, and the Agency shall be entitled to pursue any other available contractual, legal or equitable remedies. The Contractor shall be available at all reasonable times to assist the Agency with questions, problems and concerns about the Deliverables, to inform the Agency promptly of any known Deficiencies in any Deliverables, repair and correct any Deliverables not performing in accordance with the warranties contained in this Contract, notwithstanding that such Deliverable may have been accepted by the Agency, and provide the Agency with all necessary materials with respect to such repaired or corrected Deliverable.

1.25.5 The Contractor represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard. So long as the Agency notifies the Contractor of any services performed in violation of this standard, the Contractor shall re-perform the services at no cost to the Agency, such that the services are rendered in the above-specified manner, or

if the Contractor is unable to perform the services as warranted, Contractor shall reimburse the Agency any fees or compensation paid to Contractor for the unsatisfactory services.

1.25.6 The Contractor represents and warrants that the Deliverables shall comply with any applicable federal, state, foreign and local laws, rules, regulations, codes, and ordinances in effect during the term of this Contract, including applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board, the Iowa Department of Administrative Services, and Iowa Office of the Chief Information Officer.

1.25.7 Obligations Owed to Third Parties

The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or shall be fully satisfied by the Contractor so that the Agency shall not have any obligations with respect thereto.

1.26 Acceptance Testing

Except as otherwise specified in the Scope of Work, all Deliverables shall be subject to the Agency's Acceptance Testing and Acceptance, unless otherwise specified in the Statement of Work. Upon completion of all work to be performed by the Contractor with respect to any Deliverable, the Contractor shall deliver a written notice to the Agency certifying that the Deliverable meets and conforms to applicable Specifications and is ready for the Agency to conduct Acceptance Tests; provided that Contractor shall pretest the Deliverable to determine that it meets and operates in accordance with applicable Specifications prior to delivering such notice to the Agency. At the Agency's request, the Contractor shall assist the Agency in performing Acceptance Tests at no additional cost to the Agency. Within a reasonable period of time, after the Agency has completed its Acceptance Testing, the Agency shall provide the Contractor with written notice of Acceptance or Non-acceptance with respect to each Deliverable that was evaluated during such Acceptance Testing. If the Agency determines that a Deliverable satisfies its Acceptance Tests, the Agency shall provide the Contractor with notice of Acceptance with respect to such Deliverable. If the Agency determines that a Deliverable fails to satisfy its Acceptance Tests, the Agency shall provide the Contractor with notice of Non-acceptance with respect to such Deliverable. In the event the Agency provides notice of Non-acceptance to the Contractor with respect to any Deliverable, the Contractor shall correct and repair such Deliverable and submit it to the Agency within ten (10) days of the Contractor's receipt of notice of Non-acceptance so that the Agency may re-conduct its Acceptance Tests with respect to such Deliverable. In the event the Agency determines, after re-conducting its Acceptance Tests with respect to any Deliverable that the Contractor has attempted to correct or repair pursuant to this section, that such Deliverable fails to satisfy its Acceptance Tests, then the Agency shall have the continuing right, at its sole option, to:

1.26.1 Require the Contractor to correct and repair such Deliverable within such period of time as the Agency may specify in a written notice to the Contractor;

1.26.2 Refuse to accept such Deliverable without penalty and without any obligation to pay any fees or other amounts associated with such Deliverable (or receive a refund of any fees or amounts already paid with respect to such Deliverable);

1.26.3 Accept such Deliverable on the condition that any fees or other amounts payable with respect thereto shall be reduced or discounted to reflect, to the Agency's satisfaction, the Deficiencies present therein and any reduced value or functionality of such Deliverable or the costs likely to be incurred by the Agency to correct such Deficiencies; or

1.26.4 Terminate this Contract and/or seek any and all available remedies, including damages. Notwithstanding the provisions of Section 1.19.1 of this Contract, the Agency may terminate this Contract pursuant to this section without providing the Contractor with any notice or opportunity to cure provided for in Section 1.19.1. The Agency's right to exercise the foregoing rights and remedies, including termination of this Contract, shall remain in effect until Acceptance Tests are successfully completed to the Agency's satisfaction and the Agency has provided the Contractor with written notice of Final Acceptance. If the Agency determines that all Deliverables satisfy its Acceptance Tests, the Agency shall provide the Contractor with notice of Final Acceptance with respect to such Deliverables. The Contractor's receipt of any notification of Acceptance, including Final Acceptance, with respect to any Deliverable(s) shall not be construed as a waiver of any of the Agency's rights to enforce the terms of this Contract or require performance in the event the Contractor breaches this Contract or any Deficiency is later discovered with respect to such Deliverable(s).

1.27 Immunity from Liability

Every person who is a party to the Contract is hereby notified and agrees that the State, the Agency, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from the Contractor's and/or subcontractors' activities involving third parties and arising from the Contract.

1.28 Limitation of Liability

If the Terms contain any provision(s) limiting Contractor's liability or providing for sole and exclusive remedies, any such provision(s) shall be superseded by or subject to the following, as applicable: solely to the extent permitted by applicable laws, rules and regulations: the maximum liability of either Party under this Agreement for direct damages shall be one times the Contract Value ("**Contract Value**" is defined as the aggregate total compensation to be paid by a Governmental Entity under the entire term of the Agreement, including all renewals and extensions); provided, however, under no circumstances shall the foregoing limitation or any other provision in this amendment or any General Terms that either limits Contractor's liability or provides for sole or exclusive remedies apply to any losses, damages, expenses, costs, settlement amounts, legal fees, judgments, actions, claims, or any other liability arising out of or relating to:

1.28.1 Intentional torts, criminal acts, fraudulent conduct, intentional or willful misconduct, or gross negligence;

1.28.2 Death, bodily injury, or damage to real or personal property;

1.28.3 Any contractual obligations of Contractor pertaining to indemnification; intellectual property; liquidated damages; compliance with applicable laws; confidential information; and/or Security Breach;

- 1.28.4** Claims arising under this Agreement calling for indemnification of the State or for third-party claims against the State for bodily injury to persons or for damage to real or tangible personal property caused by Contractor's negligence or willful conduct.

1.29 Indemnification

1.29.1 By the Contractor

The Contractor agrees to indemnify and hold harmless the State and its officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments (including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs, expenses and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Contract, including but not limited to any claims related to, resulting from, or arising out of:

- 1.29.1.1** Any breach of this Contract;
- 1.29.1.2** Any negligent, intentional or wrongful act or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor;
- 1.29.1.3** The Contractor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;
- 1.29.1.4** Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Iowa;
- 1.29.1.5** Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights or personal rights of any third party, including any claim that any Deliverable or any use thereof (or the exercise of any rights with respect thereto) infringes, violates or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other intellectual property right or proprietary right of any third party.

1.29.2 By the Governmental Entity

Governmental Entities shall under no circumstances have any obligation to defend or indemnify the Contractor or its subcontractors, agents, or other third parties acting on its behalf for any reason.

1.30 Insurance

1.30.1 Insurance Requirements

The Contractor, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the Contractor's expense, insurance covering its work during the entire term of this Contract and any extensions or renewals thereof. The Contractor's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor's performance of this Contract regardless of the date the claim is filed or the expiration of the policy. The State of Iowa and the Agency shall be named as additional insureds or loss payees, or the Contractor shall obtain an endorsement to the same effect, as applicable.

1.30.2 Types and Amounts of Insurance Required

Unless otherwise requested by the Agency in writing, the Contractor shall cause to be issued insurance coverages insuring the Contractor and/or subcontractors against all general liabilities, product liability, personal injury, property damage, and (where applicable) professional liability. In addition, the Contractor shall ensure it has any necessary workers' compensation and employer liability insurance as required by Iowa law.

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products – Comp/Op Aggregate Personal injury Each Occurrence	\$2 million \$1 Million \$1 Million \$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, umbrella form	Each Occurrence Aggregate	\$1 Million \$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence Aggregate	\$1 Million \$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	As required by Iowa law
Cyber Security	Each Occurrence Aggregate	\$5 Million \$5 Million

1.30.3 Certificates of Coverage

The Contractor shall maintain all insurance policies required by this Contract in full force and effect during the entire term of this Contract and any extensions or renewals thereof, and shall not permit such policies to be canceled or amended except with the advance written approval of the Agency. The Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the Agency upon execution of this Contract. The certificates shall be subject to approval by the Agency. The insurer shall state in the certificate that no cancellation of the insurance shall be made without at least thirty (30) days prior written notice to the Agency. Approval of the insurance certificates by the Agency shall not relieve the Contractor of any obligation

under this Contract. Send the Certificate of Insurance (COI) to the following email address: **laura.shannon@iowa.gov** with the following additions:

COI - Description of Operations box shall state:

State of Iowa and the Iowa Department of Administrative Services are named as additional insured. No cancellation of the insurance shall be made without at least thirty (30) days prior written notice to the State of Iowa and the Iowa Department of Administrative Services.

COI - The Certificate Holder box shall state:

State of Iowa - Department of Administrative Services
1305 East Walnut Street
Des Moines, IA 50319

1.30.4 Waiver of Subrogation Rights

The Contractor shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the State.

1.31 Project Management & Reporting

1.31.1 Project Manager

At the time of execution of this Contract, each party shall designate, in writing, a Project Manager to serve until the expiration of this Contract or the designation of a substitute Project Manager. During the term of this Contract, each Project Manager shall be available to meet monthly, unless otherwise mutually agreed, to review and plan the Deliverables being provided under this Contract.

1.31.2 Review Meetings

During the review meetings, the Project Managers shall discuss progress made by the Contractor in the performance of this Contract. Each party shall provide a status report, as desired by a Project Manager, listing any problem or concern encountered since the last meeting. Records of such reports and other communications issued in writing during the course of Contract performance shall be maintained by each party.

1.31.3 Reports

At the next scheduled meeting after which any party has identified in writing a problem, the party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that shall facilitate problem resolution. For as long as a problem remains unresolved, written reports shall identify:

1.31.3.1 Any event not within the control of the Contractor or the Agency that accounts for the problem;

1.31.3.2 Modifications to the Contract agreed to by the parties in order to remedy or solve the identified problem;

1.31.3.3 Damages incurred as a result of any party's failure to perform its obligations under this Contract; and

1.31.3.4 Any request or demand by one party that another party believes is not included within the terms of this Contract.

1.31.4 Problem Reporting Omissions

The Agency's acceptance of a problem report shall not relieve the Contractor of any obligation under this Contract or waive any other remedy under this Contract or at law or equity that the Agency may have. The Agency's failure to identify the extent of a problem or the extent of damages incurred as a result of a problem shall not act as a waiver of performance or damages under this Contract. Where other provisions of this Contract require notification of an event in writing, the written report shall be considered a valid notice under this Contract provided the parties required to receive notice are notified.

1.31.5 Change Order Procedure

The Agency may at any time request a modification to the Scope of Work using a change order. The following procedures for a change order shall be followed:

1.31.5.1 Written Request: The Agency shall specify in writing the desired modifications to the same degree of specificity as in the original Scope of Work.

1.31.5.2 The Contractor's Response: The Contractor shall submit to the Agency a firm cost proposal for the requested change order within five (5) business days of receiving the change order request.

1.31.5.3 Acceptance of the Contractor Estimate: If the Agency accepts the cost proposal presented by the Contractor, the Contractor shall provide the modified Deliverable subject to the cost proposal included in the Contractor's response. The Contractor's provision of the modified deliverables shall be governed by the terms and conditions of this Contract.

1.31.5.4 Adjustment to Compensation: The parties acknowledge that a change order for this Contract may or may not entitle the Contractor to an equitable adjustment in the Contractor's compensation or the performance deadlines under this Contract.

1.32 Contract Administration

1.32.1 Incorporation of Documents

To the extent this Contract arises out of an RFP, the parties acknowledge that the Contract consists of these contract terms and conditions as well as the RFP and the Contractor's Proposal. The RFP and the Contractor's Proposal are incorporated into the Contract by reference, except that no objection or amendment by the Contractor to the provisions of the RFP shall be incorporated by reference into the Contract unless the Agency has explicitly accepted the Contractor's objection or amendment in writing. If there is a conflict between the Contract, the RFP and the Contractor's Proposal, the conflict shall

be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the RFP; (3) the Contractor's Proposal.

1.32.2 Intent of References to Proposal Documents

The references to the parties' obligations, which are contained in this Contract, are intended to supplement or clarify the obligations as stated in the RFP and the Contractor's Proposal. The failure of the parties to refer to the terms of the RFP or the Contractor's Proposal in this Contract shall not be construed as creating a conflict and shall not relieve the Contractor of the contractual obligations imposed by the terms of the RFP and the Contractor's Bid Proposal. The contractual obligations of the Agency cannot be implied from the Contractor's Proposal.

1.32.3 Public Records

The laws of the State require procurement records to be made public unless otherwise provided by law.

1.32.4 Amendments & Corrective Instruments

This Contract may be amended in writing by mutual consent of the parties. The parties agree that they shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such amendments hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Contract.

1.32.5 Supersedes Former Contracts or Agreements

This Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the Deliverables to be provided in connection with this Contract.

1.32.6 Integration

This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

1.32.7 Assignment and Delegation

The Contractor may not assign, transfer or convey in whole or in part this Contract without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment. The Contractor may not delegate any of its obligations or duties under this Contract without the prior written consent of the Agency. The Contractor may not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber any payments that may or shall be made to the Contractor under this Contract.

1.32.8 Procurement

The Contractor shall use procurement procedures that comply with all applicable federal, state, and local laws and regulations.

1.32.9 Time is of the Essence

Time is of the essence with respect to the Contractor's performance of the terms of this Contract. The Contractor shall ensure that all personnel providing Deliverables to the Agency are responsive to the Agency's requirements and requests in all respects.

1.32.10 Delays or Impossibility of Performance

Neither party shall be in default under the Contract if performance is prevented, delayed or made impossible to the extent that such prevention, delay, or impossibility is caused by a "force majeure." The term "force majeure" as used in this Contract includes an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care, such as acts of God, war, civil disturbance and other similar causes. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the parties. "Force majeure" does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of the Contractor; claims or court orders that restrict the Contractor's ability to deliver the Deliverables contemplated by this Contract; strikes; labor unrest; or supply chain disruptions. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Contract. If a "force majeure" delays or prevents the Contractor's performance, the Contractor shall immediately use its best efforts to directly provide an alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be determined solely by the Agency. The party seeking to exercise this provision and not perform or delay performance pursuant to a "force majeure" shall immediately notify the other party of the occurrence and reason for the delay. The parties shall make every effort to minimize the time of nonperformance and the scope of work not being performed due to unforeseen events. Dates by which performance obligations are scheduled to be met shall be extended only for a period of time equal to the time lost due to any delay so caused.

1.32.11 Non-Supplanting Requirement

To the extent required by state or federal law, federal and state funds made available under this Contract shall be used to supplement and increase the level of state, local and other non-federal funds that would in the absence of such federal and state funds be made available for the programs and activities for which funds are provided and shall in no event take the place of state, local and other non-federal funds.

1.32.12 Choice of Law and Forum

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Contract shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Agency or the State of Iowa. This Section shall survive termination of this Agreement.

1.32.13 Waiver

Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

1.32.14 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing to the person who signed the Contract on behalf of the party at the physical address or email address identified in the Contract Declarations & Execution Page(s). Each such notice shall be deemed to have been provided:

1.32.14.1 At the time it is actually received; or,

1.32.14.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

1.32.14.3 Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

1.32.15 Cumulative Rights

The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled.

1.32.16 Severability

If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

1.32.17 Successors in Interest

All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

1.32.18 Records Retention and Access

The Contractor shall maintain accurate, current, and complete records of the financial activity of this Contract which sufficiently and properly document and calculate all charges billed to the Agency throughout the term of this Contract and for a period of at least five (5) years following the date of final payment or completion of any required audit

(whichever is later). If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. The Contractor shall permit the Agency, the Auditor of the State or any other authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. Based on the audit findings, the Agency reserves the right to address the Contractor's board or other managing entity regarding performance and expenditures.

1.32.18.1 Records of financial activity shall include records that adequately identify the source and application of funds. When the terms of this Contract require matching funds, cash contributions made by the Contractor and third-party in-kind (property or service) contributions must be verifiable from the Contractor's records. These records must contain information pertaining to contract amounts, obligations, unobligated balances, assets, liabilities, expenditures, income, and third-party reimbursements.

1.32.18.2 The Contractor shall maintain accounting records supported by source documentation that may include but are not limited to canceled checks, paid bills, payroll, time and attendance records, and contract award documents.

1.32.18.3 The Contractor, in maintaining project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the Agency.

1.32.18.4 The Contractor shall maintain a sufficient record-keeping system to provide the necessary data for the purposes of planning, monitoring and evaluating its program.

1.32.19 Audits or Examination of Records

1.32.19.1 Contractors that expend \$750,000 or more in a fiscal year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements. Single audits must be completed and the data collection form and reporting package must be submitted electronically to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after the Contractor's receipt of the auditor's report(s), or nine months after

the end of the audit period. The Contractor shall submit to the Agency one (1) copy of the separate letter to management addressing non-material findings, if provided by the auditor, promptly following receipt by the Contractor. The Contractor shall also submit one (1) copy of the final audit report to the Agency within thirty (30) days after the Contractor's receipt thereof, if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. The requirements of this subsection shall apply to the Contractor as well as any subcontractors.

1.32.19.2 If a Contractor is independently audited but is not required to submit the audit report per the criteria in subsection 1.31.19.1 above, the Contractor shall submit to the Agency one (1) copy of the separate letter to management addressing non-material findings, if provided by the auditor, promptly following receipt by the Contractor. Within fifteen (15) days following Agency's request, the Contractor shall also submit one (1) copy of the final audit report to the Agency.

1.32.19.3 The Agency may require, at any time and at its sole discretion, that recipients of non-federal and/or federal funds have an audit performed. The Contractor shall submit one (1) copy of the audit report to the Agency within thirty (30) days of its issuance unless a specific exemption is granted in writing by the Agency. The Contractor shall submit with the audit report a copy of the separate letter to management addressing non-material findings if provided by the auditor. The Contractor may be required to comply with other prescribed compliance and review procedures.

1.32.19.4 The Contractor shall be solely responsible for the cost of any required audit unless otherwise agreed in writing by the Agency.

1.32.20 Suspensions and Debarment

The Contractor certifies pursuant to 48 CFR Part 9 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal Agency or State Agency. The Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the State of Iowa.

1.32.21 Solicitation

The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

1.32.22 Conflict of Interest

The Contractor represents, warrants and covenants that no relationship exists or shall exist during the Contract period between the Contractor and the Agency that is a conflict of interest. No employee, officer or agent of the Contractor or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to this Contract. If a conflict of interest is proven to the Agency, the Agency may terminate this Contract, and the Contractor shall be liable for any excess costs to the Agency as a result of the conflict of interest. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Contractor shall report any potential, real, or apparent conflict of interest to the Agency.

1.32.23 Right to Address the Board of Directors or Other Managing Entity

The Agency reserves the right to address the Contractor's board of directors or other managing entity of the Contractor regarding performance, expenditures and any other issue as appropriate. The Agency determines appropriateness.

1.32.24 Repayment Obligation

In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the Contractor shall be liable to the Agency for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

1.32.25 Certification Regarding Sales and Use Tax

By executing this Contract, the Contractor certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(47) & (48). The Contractor also acknowledges that the Agency may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

1.32.26 Taxes

The State is exempt from Federal excise taxes, and no payment shall be made for any taxes levied on the Contractor's employee's wages. The State is exempt from State and local sales and use taxes on the Deliverables.

1.32.27 No Minimums Guaranteed

The contract does not guarantee any minimum level of purchases or any minimum amount of compensation.

1.32.28 Administrative Reporting Requirements

This Contract permits other State agencies and political subdivisions to make purchases off of the Contract, the Contractor shall keep a record of the purchases made pursuant to the Contract and shall submit a report to the Agency on a quarterly basis. The report shall identify all of the State agencies and political subdivisions making purchases off of this

Contract and the quantities purchased pursuant to the Contract during the reporting period. The Contractor shall submit quarterly reports to the State of Iowa Contract Administrator at purchasing.mailbox@iowa.gov

Quarterly Reporting Schedule (Calendar Year):

Quarter 1 (January 1 – March 31)	Report Due: April 30
Quarter 2 (April 1 – June 30)	Report Due: July 31
Quarter 3 (July 1 – September 30)	Report Due: October 31
Quarter 4 (October 1 – December 31)	Report Due: January 31

1.32.29 Administrative Fee

Without affecting the approved Product or Service prices or discounts specified in the Contract the State of Iowa shall be entitled to receive **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 the Contractor directly to the State of Iowa, made payable to the "Iowa Department of Administrative Services".

Send to:

State of Iowa – DAS/Central Services Enterprise
Attention: DAS – CSE COO
1305 East Walnut Street
Des Moines, IA 50319

SECTION 2

Scope of Work

Geo-Comm, Inc. dba GeoComm (Contractor) shall provide a critical incident mapping Software-as-a-Service (SaaS) solution that is for planning, responding, and managing issues related to emergency management for schools. Mapping of school locations to include a detailed floor plan of the school building and surrounding school grounds which incorporates key information needed by emergency first responders including state and local law enforcement, to plan for and respond to an emergency situation. The solution shall map up to approximately 1,500 school locations across the state of Iowa and the map data shall be considered customer-owned. It is the expectation of the State of Iowa that the Critical Incident Mapping (CIM) solution is to be fully implemented by 12 months after the contract is signed. If the implementation of the solution extends past 12 months, the State may extend the deadline after consulting with the Contractor. The State, in its sole discretion, shall determine whether the solution has been provided in full. Specific deliverables (solution components) shall be ordered by authorized State of Iowa personnel throughout the period that the agreement is in effect.

2.1 Overview

The Contractor shall facilitate the coordination of accessing up to approximately 1,500 public and private pre-Kindergarten through 12th Grade schools within the State of Iowa. The program shall allow for the development of Public Safety Grade indoor maps into an actionable GIS format for use within the State of Iowa's Critical Incident Mapping application for statewide deployment. The resulting GIS indoor maps shall display on top of Esri basemaps which include many map layers depicting streets, buildings, school grounds, roads, sidewalks and topography. The maps shall be accessible across multiple departments, including within all 113 PSAPs and by emergency first responders for planning and response to emergency situations.

To coordinate and facilitate the development of indoor maps into a system available for relevant stakeholders including school resource offices and first responders, the first steps shall be to assess the source materials available for data conversion. By providing existing floor plans and resources, where available, the onsite surveying and the process of data conversion shall be streamlined. Based on the resources and on the onsite surveying, the resulting indoor maps shall include the building, all rooms, doors, and public safety points of interest such as AEDs, fire extinguishers, camera locations and card readers. Each room shall be clearly labeled with the floor number, room number, ingress and egress marked.

This solution provides the ability for the State of Iowa or stakeholders from local school districts or schools to upload high-quality plans of schools where they exist, to the Indoor Map Gateway to jumpstart the preparation for coming onsite to survey each school. Source materials that are a CAD drawing (DWG) or high-quality PDF of a school building that has been generated from a CAD drawing, along with sources showing room names, public safety points of interest, and ingress and egress can be useful to prepare for the onsite visit. Any source materials delivered in advance of the field survey shall be utilized to start the data development process and shall be used as a basis in which field verification is done and facility alterations can be added.

The Iowa Critical Incident Mapping solution for emergency management planning and responding to school incidents shall leverage multiple GeoComm, Esri, and RapidSOS technologies and services including:

- **Iowa Critical Incident Mapping Hub:** An Esri ArcGIS Hub Premium system for school safety stakeholder engagement which shall be implemented and configured by GeoComm. The Iowa Critical Incident Mapping Hub shall be used for communicating program benefits, initiatives, calls to action and links to training documents and videos. The system also provides the Esri ArcGIS Online organization and multi-jurisdictional community account providing ArcGIS identities, and user types powering the Critical Incident Mapping Hub.
- **GeoComm Indoor Map site survey, build and maintenance service:** This includes the preparation, onsite surveying, and indoor map build services where GeoComm team members shall work with the local school contact(s) to coordinate an onsite visit to each school to gather building information and floor plans, along with surveying and verifying the school. Once the indoor maps are built, GeoComm shall work with the local school contact to ensure the ongoing accuracy of school maps. Indoor Maps shall also be provided in a printable format (GeoComm will not print any maps, the ability for the end user to print maps will be available in the application).
- **GeoComm Indoor Map Gateway:** A secure cloud-based system for submitting and converting existing floor plan documents of schools such as PDFs, raster images, and DWGs, into vectorized georeferenced indoor maps, and for updating and maintaining those indoor maps over time. This system can be used by school authorities to submit or update floor plans of the school to the system. The Gateway supports onsite surveying preparation work and supplements the indoor map builds and ongoing maintenance.
- **GeoComm School Mapping Field App:** A mobile app for iOS and Android devices such as smartphones and tablets that display school maps, critical incidents, and real-time tracking and deployment information that enables users to upload and share information such as images and markups.
- **GeoComm Public Safety Content Library:** A secure, cloud-based data repository for serving and sharing indoor map data with other authorized non-GeoComm public safety applications such as various 9-1-1, CAD, and mobile mapping applications used across the state. All indoor maps created for the Iowa Critical Incident Mapping project shall be included in the library and shall remain confidential unless expressly authorized by the school district. If required, schools can opt-out or restrict access to the Indoor Maps. If the school opts out then accessibility will be limited.
- **Indoor Maps API:** Allowing connection to the Public Safety Content Library by third-party applications. Includes other feature capabilities that support indoor map viewing in a mapping application.
- **RapidSOS Portal:** A free map viewer widely used in Iowa 9-1-1 PSAPs, that has built-in access to GeoComm Indoor Maps. This can be extended to support the State of Iowa Critical Incident Mapping project into PSAPs across the state as a way to provide access to all of the resulting indoor maps in the PSAPs.
- **Access to school indoor maps in existing, commonly used Public Safety Applications:** The GeoComm Public Safety Content Library is accessible to public safety mapping providers in Iowa, many of which are installed at various PSAPs in the state. This includes VESTA Map Local (provided by Motorola Solutions), GeoComm Maps, and GeoComm Dispatch Maps users, and current and future releases of the RapidSOS Portal. Access to other mapping providers can be provided based on agency approval to access indoor mapping data.
- **Collaborative Project Approach with a dedicated Project Manager:** GeoComm's Critical Incident Mapping team specializes in accurate, local, Public Safety Grade GIS and includes in-the-field surveying team members, and indoor map development and maintenance

experts led by an experienced project manager. This project shall be implemented following Project Management Institute guidelines to ensure complete communication and understanding of project timelines, deliverables, and budget.

- **Comprehensive Training:** GeoComm (Contractor) and RapidSOS (Subcontractor) shall provide system and operational practices training to all users including, but not limited to, Emergency Command Center personnel, first responders, school resource officers and designated school administrators.
- **Optional and unique enhancements:**
 - **Access to GeoComm’s 3D visualization technology:** The system includes translating the unusable ‘height above ellipsoid’ set of coordinates from wireless carriers to ‘height above terrain’ coordinates and dispatchable location, complemented with a visual display of the vertical axis, available where PSAPs receive the Z-axis coordinates from wireless carriers.
 - **Automatic Location Identification (ALI) Extender:** A GeoComm interface in PSAPs for secure broadcasting of 9-1-1 caller location information to authorized users of the GeoComm School Mapping Field App and other authorized mobile applications.
 - **School Time and Attendance and Visitor Management Systems Integration:** GeoComm may provide an API for the Critical Incident Mapping Hub for various school attendance and visitor management systems to integrate with. This may help during a time of crisis, where students, teachers, and visitors inside and outside of the school are accounted for based on input to these systems.

If the above optional items are selected, they will be handled as a sub-project from a project management aspect as it isn’t included in the project timeline.

Implementation of the solution shall be completed in four (4) phases concurrently. See Table 1 below:

Project Phases	Details
Phase One: Project Initiation	• Onsite project initiation meeting • Collection of contact information for each school Resource acquisition from each school, where available • Coordination and scheduling of onsite surveys
Phase Two: Project Execution	• Onsite school floor plan verification and surveying • Onsite training/upload to the GeoComm Indoor Map Gateway • Verification of public safety points of interest Indoor map build and quality control • Provisioning of indoor maps to Public Safety Content Library Application Configuration and Testing
Phase Three: Software Go Live & Training	• Application Training (Webinars and videos) • Transition to Ongoing Customer Support

Phase Four: Ongoing Project Success & Support	• Application Technical Support Operational maintenance • Bi-annual preventive maintenance Indoor Map data integrity process • Indoor Map updates
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Table 1 – Implementation schedule

The solution shall provide multiple applications that are summarized in Table 2 below:

Application	Viewing capabilities by authorized users and administrators
GeoComm School Mapping Field App	Mobile Application for local authorized personnel to view indoor maps on smartphones and tablets that meet the minimum requirements, shared photos, and 9-1-1 caller location and tracking deployment data shared from PSAPs; includes the ability to use maps offline and cache maps locally to the device for use offline or low-bandwidth scenarios
Iowa Critical Incident Mapping Hub	Shows program benefits, initiatives, calls to action and links to training documents and videos. Directs users to various applications
Indoor Map Gateway	Cloud-native web portal where school officials may enter and upload information about their schools, including any existing floor plan source documents in PDF, raster, or DWG file format for initial mapping, and/or any time their facilities changes.
RapidSOS Portal, GeoComm Maps, Dispatch Map, VESTA Map Local, and other third-party public safety applications using the GeoComm Indoor Maps API to access Public Safety Content Library	For PSAP users, shows wireless 911 caller locations on top of the school map.

Table 2 - Applications

2.2 Data Acquisition, Local Onsite Surveying and Mapping Services

The Contractor shall coordinate and facilitate the development of indoor building maps. This includes the preparation, onsite surveying, and map creation. The Contractor shall work with the local contact(s) to coordinate an onsite visit to survey the applicable building(s), gather relevant building information including existing floorplans and verify existing data.

2.2.1 The Contractor shall determine the appropriate local point of contact(s) at each location.

2.2.2 The Contractor shall gather statistics such as enrollment, staff and administrator counts, etc. that could be incorporated into the solution. Each school shall be required to complete a census questionnaire that is integrated into the documentation with each

building. Data shall be made available as an additional data layer within the GIS database and accessible as a point associated with each school.

2.2.3 The Contractor shall work directly with the individual schools to collect resources for each school and to coordinate and schedule the onsite survey. The Contractor shall gather available floor plan source documents and files and upload them to the Indoor Map Gateway. Acceptable formats include:

- DWG or other AutoCAD - based files (with additional files such as world files of other geographic location information).
- PDF files created from AutoCAD or other engineering software that are drawn to scale and show all building lines/features to be digitized and that have layers that can be turned on and off.

2.2.4 The Contractor shall provide onsite verification of the floor plan(s) or in absence of a floor plan, the Contractor shall fully survey the building. While onsite, the Contractor shall verify map features, including rooms, ingress and egress doors, hazardous material (HAZMAT) areas, fixtures such as AEDs, cameras, fire extinguishers, etc. These features shall be labeled and clearly symbolized on the maps for each building utilizing a standardized symbol set. The symbols shall be based on the [National Alliance of Public Safety GIS \(NAPSG\) Foundation symbology guideline and library](#).

2.2.5 Once the maps are built, the Contractor shall work with the local point of contact to ensure the ongoing accuracy of indoor building maps.

2.2.6 The indoor maps shall be provided in a printable format for use by emergency first responders.

2.3 Map Development and Integration

2.3.1 Indoor Map Gateway

The Contractor shall provide the “GeoComm Indoor Map Gateway”. The GeoComm Indoor Map Gateway is a secure, cloud-native web portal where school officials may enter and upload information about their schools, including any existing floor plan source documents in PDF, raster, or DWG file format for initial mapping, and/or any time their facilities change. To begin the indoor map survey data collection, the Contractor shall work with the local school authorities to ensure there is a project understanding, identify resources for preparation to come onsite and invite relevant stakeholders to sign-up for an account on the GeoComm Indoor Map Gateway.

2.3.2 Iowa Critical Incident Mapping Hub

The Contractor shall implement and configure the “Iowa Critical Incident Mapping Hub”. The Hub is an Esri ArcGIS Hub Premium system for school safety stakeholder engagement. The Iowa Critical Incident Mapping Hub shall be used for communicating program benefits, initiatives, calls to action and links to training documents and videos. The system shall also provide the Esri ArcGIS Online organization and multi-jurisdictional community

account providing ArcGIS identities and user types powering the Iowa Critical Incident Mapping Hub.

2.3.3 Compatible Web Browsers

GeoComm Indoor Map Gateway and the Iowa Critical Incident Mapping Hub shall officially support the following browsers that meet the minimum requirements for versions: Edge, Firefox, Chrome and Safari on desktop and laptop computers.

2.3.4 GeoComm School Mapping Field Application (App)

The Contractor shall provide to all users and stakeholders the “GeoComm School Mapping Field App” that displays indoor maps of buildings on top of Esri basemaps, which include map layers depicting streets, buildings, school grounds, roads and sidewalks, topography, etc., as well as aerial and satellite imagery.

The “GeoComm School Mapping Field App” shall provide a visual representation of GIS data and specific school features within the boundaries of school grounds, but also numerous basemaps and information outside of school boundaries, enhancing situational awareness during critical incidents where 9-1-1 calls, events, and responding resources are occurring outside of, but nearby school grounds.

2.3.4.1 The GeoComm School Mapping Field App shall have the ability to receive 911 call data and real-time tracking data from local public safety applications such as CAD used in the local PSAP (requires the optional ALI Extender to do this). The Contractor shall provide instructions and support for local public safety officials to configure their existing third-party applications to send real-time tracking and deployment data to the GeoComm School Mapping Field App to facilitate data sharing and real-time critical incident mapping between school safety stakeholders and local emergency management and response agencies.

2.3.4.2 The GeoComm School Mapping Field App shall be accessible by cell phones, tablets, laptops and desktop computers that meet the minimum requirements. For PSAPs within the State of Iowa that do not have the ability to send 9-1-1 call data to the GeoComm School Mapping Field App, the Contractor, upon request, can provide an optional application that shall enable PSAP personnel to push 9-1-1 call locations to the field personnel during an incident to further enhance the functionality of the Field Application.

2.3.4.3 The GeoComm School Mapping Field App shall include capabilities for uploading data and imagery which can be used to create a field data entry form. Data collected using the form shall be automatically shared with other users of the system based on user roles and group memberships. The data collection form shall run in web and mobile browsers that meet the minimum requirements, as well as from the native mobile app. This shall allow authorized users to submit data from many different types of devices ranging from PCs and laptops to smartphones and tablets.

2.3.4.4 Minimum equipment requirements as of 2022:

Android

- Android 8.0 (Oreo) or later
- Processor: ARMv7 or later
- OpenGL ES 2.0 support

To use the location sharing capability on Android, Google Play services 11.6.0 or later must be installed on the device.

iOS

- iOS 14.5 or later
- iPhone, iPad, iPod touch

Current Minimum requirements will be available on the Iowa Critical Mapping Hub for users to reference posted with the training materials.

2.3.5 GeoComm Public Safety Content Library

The Contractor shall provide the “GeoComm Public Safety Content Library” that can be accessed by cell phones, tablets, laptops and desktop computers. Users shall be able to access, view, upload, and interact with maps, field data and imagery with the below applications:

- GeoComm Maps
- GeoComm Dispatch Map
- VESTA Map Local
- RapidSOS Portal

The above applications are in use by Iowa PSAPs and display real-time caller location and incident location, as well as vehicle location (AVL) capabilities that are used to track emergency first responder unit locations. As indoor maps are created and published to the GeoComm Public Safety Content Library, the maps shall be provided in these applications with no additional integration. PSAPs will have to opt-in to CIM capabilities and options by a pre-determined date.

2.3.5.1 Computer Aided Dispatch and Mobile (MDT) Application Providers in Iowa

Many Computer Aided Dispatch (CAD) and Mobile CAD applications installed on MDTs access, utilize and display real-time vehicle and deployment data that is critical to understanding and responding to incidents and increased first responder and call taker/dispatcher situational awareness.

- Iowa CAD providers shall have access to the GeoComm Public Safety Content Library to augment their current mapping displays with indoor maps for schools.
- The GeoComm applications referenced above in Section 2.3.4, shall allow user-added markups to be added to the map and shared with other Public Safety users.
- Current and future applications authorized for use in Iowa - desktop, web, and mobile applications created by the state, FirstNet, additional public safety vendors, or local agencies accessing real-time tracking and deployment data shall also have access to the GeoComm Public Safety Content Library. GeoComm will provide our standard API to third-party so that they can develop to it.

- The Contractor shall provide access and support for the GeoComm Indoor Maps API to any authorized application vendor in Iowa so that the application vendor can add indoor maps into any existing systems accessing real-time tracking and deployment data not listed above, as well as other public safety/school safety mapping applications approved by the State. For example, most law enforcement vehicles in Iowa use a unit location and status tracking solution called MACH which is a collaborative, command and control software solution that offers real-time unit status mapping, instant messaging between units and cross-agency interoperability. MACH is an example of a third-party application that could access the GeoComm Public Safety Content Library.

2.3.6 Mapping Z-Axis Vertical Locations – 3D Visualization

The Contractor shall provide its 3D emergency call mapping visualization technology to all users. Tactical visualization of emergencies inside schools shall include not only vertical and horizontal visualization of emergency locations inside of a 3D building space, but also tactical analytical tools such as line of sight analysis and 3D measuring tools. See Figure 1 below.

Figure 1: 3D Analytical Tools, Line of Sight Analysis & Measuring Tools

2.3.7 Uploading Field Data and Imagery

The Contractor shall provide access to ArcGIS Survey123, which can be used to create a field data entry form. Data collected using the form is automatically shared with other users of the system based on user roles and group memberships. The data collection form runs in web and mobile browsers, as well as from a native mobile app. This allows authorized users to submit data from many different types of devices ranging from PCs and laptops to smartphones and tablets. The Contractor shall provide a shared markup feature to draw on top of the map and share markups with other users.

2.3.8 Threat Assessment Tool

The Contractor shall provide a Threat Assessment Tool that has the ability to create and share specific tactical safety and security information based on the JCAT Counterterrorism Guide. This tool shall enable users to visually map mandatory evacuation distances and safe evacuation distances required for specific types of threats.

2.4 Implementation Plan

Implementation of the solution shall be completed in four (4) phases. See Table 1 below:

Project Phases	Details
Phase One: Project Initiation	• Onsite project initiation meeting • Collection of contact information for each school Resource acquisition from each school, where available • Coordination and scheduling of onsite surveys

Phase Two: Project Execution	• Onsite school floor plan verification and surveying • Onsite training/upload to the GeoComm Indoor Map Gateway • Verification of public safety points of interest Indoor map build and quality control • Provisioning of indoor maps to Public Safety Content Library Application Configuration and Testing
Phase Three: Software Go Live & Training	• Application Training • Transition to Ongoing Customer Support
Phase Four: Ongoing Project Success & Support	• Application Technical Support Operational maintenance • Bi-annual preventive maintenance Indoor Map data integrity process • Indoor Map updates

Table 1 - Implementation schedule

2.4.1 Phase One: Project Initiation

The Contractor shall work with the State and shall schedule a “Project Initiation Meeting”. The Contractor shall complete an initial review of the school districts. The Contractor shall be prepared to discuss any issues or nuances of the approach for work at the project initiation meeting. The meeting shall be attended by the Contractor’s project manager, and key specialists assigned to the project. During the project initiation meeting, the following topics shall be discussed:

- Introduce project stakeholders to the Contractor’s project team
- Review project objectives and goals
- Define mutual expectations
- Establish communication processes
- Review the project timeline, including periodic progress reporting
- Discuss various application requirements
- Discuss approach for fieldwork in gathering school footprints

As part of the project initiation meeting, the Contractor’s project manager shall lead a discussion with the State’s project team to gather requirements for Iowa’s Critical Incident Mapping system. The following objectives shall be covered:

- Identifying various users, roles and responsibilities
- Determining user needs
- Documenting user interactions with the Critical Incident Mapping system

2.4.2 Phase Two: Project Execution

2.4.2.1 Indoor Map Onsite Survey and Build

The Contractor shall work directly with the individual schools to collect resources for each school and to coordinate and schedule the onsite survey. While onsite, The Contractor shall survey each school and verify public safety points of interest such as cameras, fire extinguishers, HAZMAT areas, etc. Utilizing the data collected while onsite, the Contractor shall post-process and build the indoor map. After quality assurance is complete, the Contractor shall work with the local

school to review and finalize the floor plan. Upon completion, the data shall be uploaded into the GeoComm Public Safety Content Library for hosting to the various public safety applications ingesting the indoor map. The Contractor shall complete all onsite school surveying in twelve (12) months following the Project Initiation Meeting. During the project initiation meeting, a draft project schedule will be reviewed, the process for scheduling school visits will be outlined and agreed upon. A final schedule will be delivered after the meeting. In the event, there needs to be a significant change to when a school visit is completed due to lack of responsiveness, for example, this will be managed through Contractor's change management process. The State's project team will need to provide approval as part of this change management process.

2.4.2.2 Application Configuration and Testing

The Contractor shall complete a series of remote system configuration tasks to ensure the successful provisioning of the GeoComm School Mapping Field App for the Iowa Critical Incident Mapping system. The GeoComm School Field Mapping App shall undergo a series of configuration measures, including:

- Configuration of groups, roles, and user accounts
- Provisioning, testing, and verifying GIS data and school maps in the app
- Configuring licensing and all technical components
- Configuring user and admin settings and features
- Testing address locations
- Testing and/or configuring simulated 9-1-1 call and real-time tracking data, where available
- Testing and verification of data and image capture and sharing features

The testing and verification will be done with a small group of users identified by the State project team. The acceptance test plan will be developed by Contractor and will be reviewed and approved by the State. Any use of an API for third party integration is not tied to performance and will be managed separately throughout the project.

2.4.3 Phase Three: Project Launch

2.4.3.1 Application Training – See Section 2.9

2.4.3.2 Transition to Ongoing Customer Support

After the system has been fully accepted, the Contractor's project manager shall work with the State's team, the local school team liaison(s), and the contractor's project team to transition all project details and ensure the availability of all necessary resources required for ongoing support and success of the system.

2.4.4 Phase Four: Ongoing Technical and Indoor Map Data Maintenance & Support Service

2.4.4.1 Indoor Map Data Updates

Indoor Maps maintenance shall include data integrity processes and procedures. Date information shall be maintained and communicated to the primary

maintenance contact for the building(s). On a biannual basis, notifications shall be sent to the designated maintenance contact to ensure data is current within the system. If no changes are required and the Contractor is notified no changes are required, the date information is reset, and the process begins again for the following year of maintenance.

2.4.4.2 Environmental Systems Research Institute (Esri) Collaboration

The Contractor shall coordinate collaboration between the Contractor's team members and Esri team members for provisioning the ArcGIS Online and Hub accounts, and the Contractor shall be the primary administrator of the Esri accounts for implementing the Iowa Critical Incident Mapping system. The Esri license shall be bundled into the Contractor's solution.

2.4.4.3 RapidSOS Collaboration

RapidSOS provides a free map viewer called RapidSOS Portal to all PSAPs in the State of Iowa. The RapidSOS Portal has a feature to display GeoComm Indoor Maps, and shall automatically display Iowa school maps developed under the Critical Incident Mapping (CIM) program. CIM maps shall display in PSAPs during 9-1-1 calls with no additional fees or costs to the State or PSAPs.

2.4.4.4 Terms of Use

The Contractor's terms of use for the provided software applications including Indoor Map.

2.5 Security

The GeoComm School Mapping Field App is built on Esri technologies and shall utilize a dedicated ArcGIS Online Organizational account and a Community account. ArcGIS Online is a secure, reliable GIS delivered using the software-as-a-service (SaaS) model. ArcGIS Online data is encrypted both in transit through TLS 1.2 or later as well as rest with AES-256-bit encryption or better. ArcGIS Online United States-based services are FedRAMP Tailored Low authorized, which includes continuous monitoring requirements as well as annual third-party audits. Where applicable, the below services shall use Multi-Factor Authentication (MFA).

2.5.1 The GeoComm School Mapping Field App Security

The GeoComm School Mapping Field App shall use ArcGIS Identity for user credentials within the platform. This credential is used to sign into the GeoComm School Mapping Field App on any device at any time and to provide access to all maps, apps and data that a particular user is entitled to. All users of the GeoComm School Mapping Field App shall have a named user ArcGIS Identity. The GeoComm School Mapping Field App shall provide 99.9% availability. GeoComm Indoor Maps data (the digital maps of schools) shall provide 99.99% availability.

2.5.2 Iowa Critical Incident Mapping Hub Security

Maps and data in the Iowa Critical Incident Mapping Hub are shared with groups in ArcGIS Online. The ArcGIS Community Portal shall control what maps and data a user can access. More information about ArcGIS Security and Identity can be found at: <https://trust.arcgis.com/en/>.

2.5.3 GeoComm Indoor Map Gateway

The GeoComm Indoor Map Gateway is a cloud-native system separate from ArcGIS Online, that is built, managed, operated, and maintained by the Contractor. The Contractor built the Indoor Mapping Gateway using Amazon Web Services (AWS), which is compliant with certifications: SOC 2, CSA, ISO 27001, and more. The Contractor shall use automated code testing, vulnerability testing, and continuous monitoring technologies. The Contractor shall use AWS RDS AES-256 encryption to encrypt data at rest.

2.5.4 Cloud Storage

GeoComm Indoor Maps are stored in a Contractor managed customer-specific directory on Amazon Web Services. Indoor Maps can be securely accessed by making authenticated OAuth 2.0 HTTPS requests to a content delivery network (CDN) hosted by Amazon Web Services. The Contractor's access to the Indoor Map storage location shall be least-privilege and limited to authorized personnel.

2.6 Service and Maintenance

The Contractor shall provide technical support as outlined in Section 5.

2.7 Reporting

The Contractor will work with project stakeholders to agree on a standard configuration of the dashboard as part of the project schedule. The Contractor shall provide permanent and allow for the user to query ad-hoc information. The Contractor shall ensure that authorized users have access to a variety of information and be able to generate detailed reports. An interactive dashboard shall provide details such as member status and activity, content usage, apps, and groups. Authorized users shall be able to query, export, and save detailed reports of the organization's members and items. The Contractor shall separate non-public K-12 schools from public K-12 schools on the reports and invoice.

2.8 System Training and Tutorials

The Contractor shall provide training for all users of the Critical Incident Mapping system. See Table 3 below.

Application	Application Purpose	Training Methodology	Training Documentation
Indoor Map Gateway	Enabling schools to upload information, and documents for onsite survey preparation and ongoing maintenance.	Remote and onsite training shall be provided during the initial survey.	Training documentation and support videos shall be provided on Iowa Critical Incident Mapping Hub.
Iowa Critical Incident Mapping Hub	Communicating benefits, initiatives, calls to action, training documents and videos, and providing ArcGIS accounts and user types.	A self-service hub for obtaining program information, training documents, and videos shall be provided.	Esri ArcGIS Hub Site Builder documentation, and GeoComm system admin training
GeoComm School Mapping App	Viewing app on mobile, cell, tablet, and desktop computers.	Virtual group sessions and self-service training shall be provided.	Training videos shall be provided on the Iowa Critical Incident Mapping Hub
RapidSOS Portal	911 PSAPs ability to access and view indoor maps.	Virtual or in-person training shall be provided.	Via the RapidSOS Training Portal
Indoor Map API	Enables third-party applications to view indoor maps	GeoComm shall work with third-party application providers to answer their questions	API documentation provided to third party

Table 3 – Training

2.8.1 The RapidSOS Public Safety Team

The Contractor shall ensure that the RapidSOS Public Safety Team provides training to all PSAPs within the State of Iowa and that the training shall be available for no additional fees. The RapidSOS Public Safety Team consists of seasoned public safety professionals with a record of leadership in the 911 community and leads training and education across the United States, averaging 20,000+ hours annually. Specifically, within Iowa, the Public Safety Team attends and trains at the annual Iowa APCO/NENA 9-1-1 Conference, provides training to individual PSAPs within Iowa, and also offers 24x7 access to the RapidSOS Learning Management System. The Training Portal also houses all documentation and sample Standard Operating Procedures and policies for PSAPs to leverage for their operations.

SECTION 3 Pricing

3.1 Pricing Summary

Description	Total Price
Base Pricing	
Indoor Map Surveying, Indoor Map Development, Project Management and Scope Implementation; Iowa Critical Incident Mapping Hub, Indoor Map Gateway, Public Safety Content Library and GeoComm School Mapping Field App up to 1500 schools (Year One)	\$3,218,636
Multi-Contract Price Adjustment:	(\$325,620)
Total not to exceed:	*\$2,893,016
Annual Pricing	
Not to exceed price per year	
Annual: Indoor Map Maintenance, Surveying (as needed**), Project Success Management; Iowa Critical Incident Mapping Hub, Indoor Map Gateway, Public Safety Content Library and GeoComm School Mapping Field App (Year Two)	\$542,696
Annual: Indoor Map Maintenance, Surveying (as needed**), Project Success Management; Iowa Critical Incident Mapping Hub, Indoor Map Gateway, Public Safety Content Library and GeoComm School Mapping Field App (Year Three)	\$569,831
Annual: Indoor Map Maintenance, Surveying (as needed**), Project Success Management; Iowa Critical Incident Mapping Hub, Indoor Map Gateway, Public Safety Content Library and GeoComm School Mapping Field App (Year Four) (optional extension)	\$598,323
Annual: Indoor Map Maintenance, Surveying (as needed**), Project Success Management; Iowa Critical Incident Mapping Hub, Indoor Map Gateway, Public Safety Content Library and GeoComm School Mapping Field App (Year Five) (optional extension)	\$628,293
Annual: Indoor Map Maintenance, Surveying (as needed**), Project Success Management; Iowa Critical Incident Mapping Hub, Indoor Map Gateway, Public Safety Content Library and GeoComm School Mapping Field App (Year Six) (optional extension)	\$659,651

Annual increases reflect anticipated increases in the consumer price index (CPI).

* See Section 3.2 for Performance Measures, Deliverables and Payment Structure

**See Section 3.3.7 Maintenance

3.2 Performance Measures, Deliverables and Payment Structure

The Agency shall pay only those amounts, if any, due and owing to the Contractor for Deliverables actually and satisfactorily provided in accordance with the provisions of this Contract. See the payment structure below:

Deliverables Payment Structure:

Deliverables	Payment % of Total	One-time Payment Amount
Phase One - Project Initiation	10%	\$289,301.60
Phase Two - Completion of Map Development*	60%	\$1,735,809.60
Phase Two - Applications Configuration and Testing	10%	\$289,301.60
Phase Three – Software Go Live & Training	10%	\$289,301.60
Acceptance by the Iowa Department of Education	10%	\$289,301.60
Total		\$2,893,016.00

* At the end of each month the Contractor would send one invoice. Contractor would invoice \$1,157.21 for each indoor map that has been created, delivered and accepted by the school. Totals would be broken down by public vs. non-public. Total of 1,500 school was used to determine the amount to invoice. If amounts remain to be invoiced for Phase Two those will be invoiced when the final acceptance by the Iowa Department of Education is invoiced. Note: The \$1,157.21 is not the cost per school, but an amount calculated to achieve the milestone payment objective.

Year Two annual amount of \$542,696 will start being invoiced monthly 13 months after the project kick-off meeting.

3.3 In addition to the project scope outlined in the Technical Proposal and the line-item listings above, The Contractor shall include the following within the above project total for **no additional fee**:

3.3.1 3D Emergency Call Mapping Visualization Technology - The Contractor shall provide its 3D emergency call mapping visualization technology to all users of the Iowa Critical Incident Mapping program. This includes vertical and horizontal visualization of emergency locations inside a 3D building space This service provides the ability to more accurately locate callers in multi-story school buildings. (*Advanced* 3D features may be available for an additional fee at a later date).

3.3.2 Map Availability to PSAPs - All of the indoor maps created by the Contractor under the Critical Incident Mapping program shall be available to PSAPs using GeoComm Maps, GeoComm Dispatch Map, RapidSOS Portal, and Motorola Solutions' VESTA Map Local mapping application. For PSAPs within the State of Iowa that do not have the ability to send 9-1-1 call data to the GeoComm School Mapping Field App, the Contractor, upon request, can provide an optional application that shall enable PSAP personnel to push 9-1-1 call locations to the field personnel during an incident to further enhance the functionality of the Field Application. The application shall enable the 'push' of the

location (X, Y and Z axis) location information from the ALI stream, or the (DBH) Location information being delivered from Apple or Android phones during a 9-1-1 call into the PSAP.

3.3.3 GeoComm 9-1-1 ALI Extender - The Contractor shall provide the 9-1-1 ALI Extender as an option for **no additional fee** for the State of Iowa Critical Incident Mapping project. The benefit of the delivery of the ALI Extender location information being shared with field responders is the location of the origin of the 9-1-1 call and subsequent locations of the caller as the ‘bread-crumb’ location of the caller as they navigate through the building, moving from room to room and floor to floor.

3.1.3.1 The 9-1-1 ALI Extender includes site-specific customer responsibilities for providing hardware at the PSAP along with connections to the 9-1-1 system.

- **PSAP Essential Server Requirements** – The Governmental Entity shall provide one (1) Essential Server meeting the following minimum specifications at each PSAP:

System Component	Requirement
Operating system	Ubuntu Desktop 20.04 LTS
Display	1400 x 1050 resolution or higher
Input Device	Keyboard and mouse
CPU	2.5 GHz quad-core or better
Available Hard Drive Space	250 GB or more
RAM	8 GB or more dedicated
NIC	10/100/1000

System Component	Requirement
Internet bandwidth	1.5 Mbps

Note: The Essentials Server will need a GUI (Graphical User Interface) configured, a static IP configured, and a username and password assigned. The Contractor shall request this information during the project execution phase.

Note: Current requirements will be posted on the Iowa Critical Mapping Hub.

- **ANI/ALI Connection Requirements:**
The Governmental Entity shall provide one (1) Digi One SP model 70001851 per PSAP to receive and display 911/ALI. The Contractor shall configure a static IP address for the Digi One SP. Multiple Digi One SPs may be required if there are multiple ALI feeds.
- **Environmental Dependencies**
The Governmental Entity shall be responsible for providing the following environmental dependencies within the network:

- Required bandwidth (preferably redundant and monitored)
- DNS
- Monitoring (SNMP)
- Switches and cabling
- Firewalls
- Proxy
- Connection to Ubuntu repositories
- Connection to GeoComm repositories

3.3.4 GeoComm Indoor Maps API - The Contractor shall provide access and support for the GeoComm Indoor Maps API to any authorized application vendor in Iowa. The application vendor(s) may integrate the GeoComm Public Safety Content Library into any existing systems not listed above. This **does not** include any fees from third-party application vendors.

3.3.5 ArcGIS Indoors - The Contractor shall deliver all the school indoor maps for the State of Iowa in the ArcGIS Indoors format. This would allow the state and schools to leverage the GIS data in ArcGIS Indoors. This does not include fees from third-party application vendors for integrating with the above-referenced APIs or data. Esri ArcGIS Indoors **licensing** for schools is proposed as an optional feature. An alternative is to purchase the components directly from Esri leveraging an established State of Iowa Master Agreement. Additional options are available for ArcGIS Indoor Spaces, ArcGIS Online and ArcGIS IPS which may be considered and priced if requested or purchased directly from Esri.

3.3.6 Documentation - All documentation needed for this project shall be included in the base project price and provided digitally via video or digital documentation saved to the Iowa Critical Incident Mapping Hub.

3.3.7 Maintenance - On-going maintenance of the Indoor Maps shall include, on-site surveying and mapping to update the map data for major additions (i.e. any physical additional/removal of a permanent wall) based on surveying the school.

3.4 Price Adjustments

The Contractor shall negotiate a final scope and price based on the ability of schools to opt out of the onsite surveying. To opt-out, schools shall provide high-quality resources – DWGs or PDFs derived from Computer-Aided Drawing files. Upon review of these files, it may be determined that onsite surveying is not required. This could constitute a scope adjustment that affects pricing. In the Contractor's experience, 25 percent or more schools will have resources not requiring onsite surveying. This could result in a significant scope and price modification. In addition, included in the base project pricing is the Esri licensing to power the Iowa Critical Incident Mapping Hub. An option, for consideration by the state, would be to purchase the required components directly from Esri leveraging an established Master Agreement between the State of Iowa and Esri. At the project initiation meeting, GeoComm and the State of Iowa will mutually agree to a date in order to determine if any price adjustments will need to be made based on the number of schools participating or if the State of Iowa purchased components directly from Esri.

3.5 Invoicing

The Contractor shall separate non-public K-12 schools from public K-12 schools on the reports and invoices. The Contractor shall submit an invoice monthly to: ido.e.claims@iowa.gov
The Contractor shall send a copy of the invoice to: **Eric St. Clair** - eric.stclair@iowa.gov

3.6 Optional Features

Description	Total Price
Base Pricing	
GeoComm 9-1-1 ALI Extender	No Charge
Esri ArcGIS Indoors for School Districts	\$111,920
Additional Onsite Surveying /Indoor Map Development for New Schools or Major Additions*	\$1,549
Local Support Onsite Surveying & Data Collection**	N/A
Education Program for Onsite Surveying and Data Collection**	N/A
Annual Pricing	
GeoComm 9-1-1 ALI Extender	No Charge
Esri ArcGIS Indoors for School Districts	\$60,600
Additional Onsite Surveying / Mapping for New Schools or Major Additions*	Included
Local Support Onsite Surveying & Data Collection**	N/A
Education Program for Onsite Surveying and Data Collection**	N/A

3.6.1 Esri ArcGIS Indoors - Esri ArcGIS Indoors **licensing** for schools is offered as an optional feature. An alternative to the users of this contract is to purchase the components directly from Esri leveraging a Master Agreement between the State of Iowa and Esri. Esri provides discounted ArcGIS Indoors pricing for all educational institutions. Additional options are available for ArcGIS Indoor Spaces for ArcGIS Online and ArcGIS IPS for ArcGIS Online which may be considered and priced if requested or purchased directly from Esri. If this option is chosen, Contractor will work with the State to execute a change order that will include timeline and pricing.

3.6.2 Additional Onsite Surveying & Data Collection after initial build is complete* - Additional onsite work is available for purchase for \$1,549 if a new school is built or a major addition is added to a building. If more than one additional school at a time needs onsite survey work in the future, there may be further cost savings if scheduled at the same time. On-going maintenance of the additional school indoor map shall be wrapped into the annual service for no additional charge.

3.6.3 Education Program for Onsite Surveying and Data Collection** - As an innovation within the State of Iowa and to show commitment to geospatial education within Iowa, the Contractor shall work with Iowa post-secondary schools offering GIS programs to hire interns to help with onsite surveying and data collection. This would enable local GIS students to gain valuable industry knowledge that can remain in the State of Iowa. Where needed, an annual summer maintenance program (add-on) utilizing summer interns to

re-survey buildings could be added to further the educational offering and update buildings that need to be updated. This option has not been selected as part of the initial contract. A contract addendum or change order will need to be completed if this option is selected in the future to determine impact to price and scope.

3.6.4 Other Building Type(s) Indoor Mapping - The processes, systems, and software are extendable to other building types and available to purchase off this contract for agencies within the State. The Indoor Maps Development Pricing here is based on GeoComm patented processing - based on high-quality PDF or DWG derived from Computer-Aided Drawing tools; not requiring onsite surveying. Onsite surveying is available for other building types (not schools) for an additional fee which would be provided if requested. If this option is wanted, the Contractor shall define the option and cost. If this option is chosen, the Contractor will work with the State to execute a change order that will include timeline and pricing. Large venues such as malls would require a separate quote from the Contractor.

See Table 4 below for pricing.

One Time Pricing		Annually Recurring Pricing		
		1-year contract maintenance fees: per 50,000 sq. ft floor per year	3-year contract maintenance fees: per 50,000 sq. ft floor per year	5-year contract maintenance fees: per 50,000 sq. ft floor per year
One-Time Build; Recurring Maintenance and Hosting; (Per 50,000 sq. ft floor)	\$299	\$44.85	\$35.88	\$29.90
One-Time Build; Recurring Maintenance and Hosting; Additional MMPK/ Geodatabase Delivery; (Per 50,000 sq. ft floor)	\$309	\$46.35	\$37.08	\$30.90
One-Time Build; MMPK/ Geodata Delivery; (Per 50,000 sq. ft floor)	\$339	\$50.85	\$40.68	\$33.90

Table 4 - Other Building Type(s) Indoor Mapping Pricing

SECTION 4

Project Managers

4.1 Project Sponsor – Geo-Comm Inc. dba GeoComm
Todd Pieper – Vice President of GIS & Project Management
320-281-2171
tpieper@geocomm.com

Project Manager – Geo-Comm Inc. dba GeoComm
Ethan Credle – GIS Project Manager
320-460-2921
ecredle@geocomm.com

4.2 Project Manager - Iowa Department of Education
Eric St. Clair – Legislative Liaison
515-326-0274
eric.stclair@iowa.gov

4.3 State of Iowa – DAS/CSE Procurement Contact
Laura Shannon – Procurement Systems Administrator
515-330-7325
laura.shannon@iowa.gov

Section 5

GeoComm Support and Maintenance Terms

5.1 Support and Maintenance Terms

5.1.1 Tiered Support - As part of a GeoComm Subscription or Software Support and Maintenance agreement, GeoComm will provide support, as defined below:

- **Tier I:** First call (via telephone or e-mail) support, triage to identify the source of the problem, logging, tracking, and managing service requests with a goal of same-day resolution
- **Tier II:** Telephone/e-mail support for issues that have been escalated from Tier I support, that are beyond configuration issues
- **Tier III:** High-level technical support for cases escalated from Tier II to GeoComm software development team

5.1.2 Governmental Entity (Customer) Information - When calling or e-mailing GeoComm Technical Support, the following information will be requested:

- Customer/Agency Name
- Application or service affected
- Description of problem(s)
- Steps taken/workflow to replicate the issue
- Number of workstations or users that experience the issue
- List of recent system changes

5.1.3 Security Levels, Response Times Service Level Objectives (SLO)

The below tables define the Service Level Objectives (SLO) for the named software and services based on the Severity Level of the issue reported as agreed upon between GeoComm and the customer at the time of escalation. During the process of working on the issue, the severity level may be adjusted by GeoComm.

5.1.4 Table 5 below represents the response time SLOs for the following applications or services: **GeoComm Maps, GeoComm Dispatch Map, GeoComm Web GIS Services, GeoLynx Mobile, and GeoComm ECRF, LVF and MCS**. If during the process of working on the reported issue with the customer and it is determined not to be an issue with a GeoComm application or service, the customer case will be closed. Additional support may be requested, for response times requests will be treated as a Severity Level 4.

Severity Level	Definition	Response Time	Support Hours	Incident Updates*
Level 1 (Critical)	Issue that severely impacts the use of the GeoComm application or service. The application, service, or a major component or capability is not working or functioning as designed or the customer is unable to access the application.	<= 30 minutes	24x7x365	Hourly until issue is resolved or as mutually agreed upon per incident
Level 2 (High)	Issue that impacts the use of a feature, or component of the GeoComm application or service, there is a high level of performance degradation (extremely slow or intermittent response/display).	<= 1 hour	24x7x365	Every 4 hours until issue is resolved or as mutually agreed upon per incident
Level 3 (Medium)	Issue with non-critical parts of the GeoComm application or service which are having a medium-to-low impact on customer operations, and / or a workaround is available. Issue that is only affecting a single user/workstation.	<= 4 hours	Monday – Friday, 8:00 a.m. - 5:00 p.m. Central Time	As mutually agreed upon per incident
Level 4 (Low)	Issue with non-critical parts of the GeoComm application or service that has little-to-no impact on customer use of or access to the application or service.	<= 24 hours	Monday – Friday, 8:00 a.m. - 5:00 p.m. Central Time	As mutually agreed upon per incident

Table 5 - Response Time SLOs GeoComm Maps, GeoComm Dispatch Map, GeoComm Web GIS Services, GeoLynx Mobile, and GeoComm ECRF, LVF and MCS.

5.1.5 Table 6 below represents the response time SLOs for the following applications or services: Iowa Critical Incident Mapping Hub, GeoComm Indoor Map Gateway, GeoComm School Mapping Field App, GeoComm Public Safety Content Library, **GeoComm GIS Data Hub, GeoComm Contributor, GeoComm Maintainer, GeoComm Submitter and GeoComm SI**. If during the process of working on the reported issue with the customer, it is determined not to be an issue with a GeoComm application or service, the customer Case will be closed. Additional support may be requested, for response times requests will be treated as a Severity Level 4. GeoComm will monitor applications that use Esri technology, but incident updates would be less frequent.

Severity Level	Definition	Response Time	Support Hours	Incident Updates*
Level 1 (Critical)	Issue that severely impacts the use of the GeoComm application or service. The application, service, or a major component or capability is not working or functioning as designed or the customer is unable to access the application.	<= 1 hour	Monday – Friday, 8:00 a.m. -5:00 p.m. Central Time	As mutually agreed upon per incident
Level 2 (High)	Issue that impacts the use of a feature, or component of the GeoComm application or service, there is a high level of performance degradation (extremely slow or intermittent response/display).	<= 4 hours	Monday – Friday, 8:00 a.m. -5:00 p.m. Central Time	As mutually agreed upon per incident
Level 3 (Medium)	Issue with non-critical parts of the GeoComm application or service which are having a medium-to-low impact on customer operations, and/or a workaround is available. Issue that is only affecting a single user/workstation.	<= 24 hours	Monday – Friday, 8:00 a.m. -5:00 p.m. Central Time	As mutually agreed upon per incident
Level 4 (Low)	Issue with non-critical parts of the GeoComm application or service that has little-to-no impact on customer use of or access to the application or service.	<= 24 hours	Monday – Friday, 8:00 a.m. -5:00 p.m. Central Time	As mutually agreed upon per incident

Table 6 - Response Time SLOs for Iowa Critical Incident Mapping Hub, GeoComm Indoor Map Gateway, GeoComm School Mapping Field App, GeoComm Public Safety Content Library, GeoComm GIS Data Hub, GeoComm Contributor, GeoComm Maintainer, GeoComm Submitter and GeoComm SI.

5.1.6 Methods of Requesting Support:

- By phone: 866.837.7379
- By e-mail: swsupport@geocomm.com

5.1.7 Support Hours

- **Standard Support:** Monday – Friday 8:00 a.m. to 5:00 p.m. Central Time
 - **Security Level 1 or 2 Issues**
By phone only: 866.837.7379
 - **Security Level 3 or 4 Issues**
By phone: 866.837.7379
By e-mail: swsupport@geocomm.com
- **After-Hours Support:** Monday – Friday 5:00 p.m. to 8:00 a.m. Central Time; Saturday, Sunday and GeoComm observed holidays: 24x7. GeoComm’s holiday calendar will be available as a resource in the Iowa Critical Incident Mapping Hub.

- **Security Level 1 or 2 Issues**
By phone only: 866.837.7379

5.1.8 Connectivity Requirements

In order to provide support, GeoComm requires remote connectivity to the customer site, this can be either:

- via the internet (recommended)
- via a customer-provided VPN

Note: If GeoComm is not able to provide support via the VPN, GeoComm will request the customer provide access via the recommended connectivity via the internet.

Section 6

GEO-COMM, INC. AUTHORIZED USER TERMS OF USE

These Software Terms of Use ("**Terms of Use**") govern your use of the Geo-Comm, Inc. software identified in the relevant statement of work, Master Agreement or otherwise provide to you by Geo-Comm, Inc. (the "**Software**"), including all user manuals, technical manuals, and any other materials provided by Licensor, in printed, electronic, or other form, that describe the Software or its use or specifications (the "**Documentation**") provided to you ("**you**" or "**your**") for use pursuant to and subject to the applicable master agreement (the "**Master Agreement**") between Geo-Comm, Inc. ("**Licensor**") and your employer or other person or entity who owns or otherwise lawfully controls the computer on which the Software is accessed or installed ("**Licensee**").

BY LOGGING IN YOU: (i) REPRESENT THAT YOU ARE DULY AUTHORIZED BY LICENSEE TO ACCESS AND USE THE SOFTWARE; AND (ii) ACCEPT THESE AUTHORIZED USER TERMS AND AGREE THAT YOU ARE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT CHECK THE "ACCEPT" BOX AND YOU WILL HAVE NO LICENSE TO, AND MUST NOT ACCESS OR USE, THE SOFTWARE.

6.1 License Grant - Subject to your strict compliance with these Terms of Use, Licensor hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited license to use the Software solely in accordance with the Documentation, as installed on, or accessed by, the equipment provided by Licensee and for Licensee's internal business purposes. The foregoing licensee will terminate immediately on the earlier to occur of:

6.1.1 the expiration or earlier termination of the Master Agreement between Licensor and Licensee; or

6.1.2 Licensee may make certain Software or a new feature or functionality available on an evaluation or beta basis ("**Evaluation Offering**"). Each Evaluation Offering is made available and provided "AS IS" without any obligation of continuing service, update, support or warranty of any kind or nature. You agree to only use an Evaluation Offering for evaluation purposes during the evaluation period set by Licensor. Licensor may terminate, suspend or cancel any Evaluation Offering at any time and without notice.

6.2 Use Restrictions

You shall not, directly or indirectly:

6.2.1 use the Software or Documentation except as set forth in Section 6.1;

6.2.2 copy the Software or Documentation, in whole or in part;

6.2.3 modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software or any part thereof;

6.2.4 combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs;

- 6.2.5 reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;
- 6.2.6 remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices included on or in the Software or Documentation, including any copy thereof;
- 6.2.7 rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise provide any access to or use of the Software or any features or functionality of the Software, for any reason, to any other person or entity, including any subcontractor, independent contractor, affiliate, or service provider of Licensee, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service;
- 6.2.8 use the Software or Documentation in violation of any law, regulation, or rule;
- 6.2.9 use the Software or Documentation in violation of the Master Agreement;
- 6.2.10 use the Software or Documentation for purposes of competitive analysis of the Software, the development of a competing software product or service, or any other purpose that is to the Licensor's commercial disadvantage; or
- 6.2.11 Share passwords with any other individuals.

GeoComm reserves the right, in its sole discretion, to suspend or terminate users' access to or use of the System at any time if GeoComm believes users have acted in violation of these Terms or GeoComm's Privacy Policy, or applicable law, or have attempted to interfere with the System, or have acted with intent to annoy, abuse, threaten, or harass any other person. Upon termination, users' access to the System will cease.

- 6.3 **Third-Party Materials** - The Software includes software, content, data, APIs or other materials, including related documentation, that are owned by Persons other than Licensor and that are provided to you on licensee terms that are in addition to and/or different from those contained in this Agreement ("**Third-Party Products**").

6.4 **Collection and Use of Information**

- 6.4.1 Licensor may, directly or indirectly through the services of others, collect and store information regarding use of the Software and about equipment on which the Software is installed or through which it otherwise is accessed and used, by means of providing maintenance and support services.
- 6.4.2 You agree that the Licensor may use such information for any purpose related to any use of the Software by you, including but not limited to: (i) improving the performance of the Software or developing updates; and verifying compliance with the terms of this Agreement and enforcing Licensor's rights, including all intellectual property rights in and

to the Software.

6.4.3 For indoor map data collected by Licensor, Licensor may share any such indoor map data with any primary or secondary PSAP, ECC, or entity capable of receiving a 9-1-1 call and any first responder that is actively dispatched by the entity receiving a 9-1-1 call.

6.4.4 Privacy Policy - Please read our privacy policy carefully as it contains information regarding your legal rights and is designed to help you, the user (“you,” “your,” or “user”), understand what user information GeoComm (“GeoComm,” “we,” “us,” or “our”) collects and how we use it.

GeoComm’s Privacy Policy covers the collection, use, and disclosure of personal information that may be collected by GeoComm anytime you interact with GeoComm, such as when you visit our website, when you purchase GeoComm products and services, or when you call our sales or support associates. For purposes of this Privacy Policy, we will refer to all of these access points as the GeoComm system (the “System”).

This Privacy Policy, along with our Cookie Policy, and Terms of Use governs your use of the GeoComm System. By using the GeoComm System, you agree to the terms of this Privacy Policy, our Cookie Policy, and our Terms of Use.

6.5 Personal Information

We collect your personal information because it helps us deliver a superior level of customer service. It enables us to give you convenient access to our products and services and focus on categories of greatest interest to you. In addition, your personal information helps us keep you posted on the latest product announcements, software updates, special offers, and events that you might like to hear about. We also collect personal information necessary for the System to work properly. We use personal information in the following ways, including but not limited to:

- **Providing Services and Support**
Performing the essential functions of the System including responding to inquiries, providing you with webinars and online demonstrations, fulfilling orders and requests, processing payments, providing support and troubleshooting, and communicating with users about their use of the System or regarding a user-initiated inquiry on the System.
- **Use of Our Services**
To assist you with service issues, enabling you to download software updates, collecting information from your participation in online surveys, and registration of your products and purchase of products.
- **Assessing Job Applications and Employment Qualifications**
Assessing job applications you submit to us and your qualifications for employment with GeoComm.
- **Communicating with Users About Products or Services**
Sending or initiating direct marketing programs, such as newsletters or information about new products or services we are offering, using content from social media platforms where users discuss our products or use a hashtag related to our products.
- **Personalizing User Experiences on Our System**
Tailoring content on the System based on user location, preferences, and other personalization factors.
- **Analytics and System Improvement**

Tracking information about your visits to our website or use of the System to allow us to provide better service; using certain online preferences in the aggregate across all users to evaluate the System and develop additional products and services to offer; for market research purposes to gain a better understanding of our customers and provide more valuable service; for auditing, research, and analysis to improve GeoComm's products.

- Compliance with Legal Obligations
Sharing information to comply with the law or a legal proceeding, such as in response to a subpoena or court order.
- Other Purposes Necessary to Carry Out Our Obligations Under This Privacy Policy, Our Cookie Policy, or Our Terms of Use.

6.6 What Information We Collect and How We May Use It

When our website readers use the System, such as by submitting resumes, GIS data, completing a form, or commenting on a post, we track each user's information. In addition, there are a few situations in which your personal information may help us give you better products. The information we may collect includes, but may not be limited to the following:

- Name;
- Email address, phone number, mailing address, and other contact information;
- Financial information necessary to process a purchase or other request;
- Information you submit as part of an employment application;
- Contact preferences;
- Information about the GeoComm products you own;
- Information about your occupation and location;
- GIS data files containing publicly available address data;
- Business affiliations;
- Other information you provide in forms provided on the website; and
- Other information related to your requests or inquiries.

6.7 Information Collected Automatically

Some of the personal information we collect from you may happen automatically. We use tracking technologies such as cookies, log files, and pixel tags to automatically collect information when users visit our System. Information we collect includes but may not be limited to:

- IP address to measure our website traffic and to help provide a more personalized experience;
- Information regarding your browser and other technical specifications required to use our System;
- Your transaction history relating to the use of our products and services;
- Computer data or files, often called "cookies," which may be sent by your web browser and stored on an individual computer to allow our server to "recognize" you through the navigation of the Site, and for us to credit your account for various online transactions; and
- Computer data files, often called "web beacons" that are collected from emails or links on third-party sites that allow our server to evaluate the popularity of those links or the information contained in emails or on third-party sites.

As is true of most websites, we gather certain information automatically and store it in log files. This information includes Internet Protocol (IP) addresses, browser type, Internet Service Provider (ISP), referring/exit pages, operating system, date/time stamp, and clickstream data.

We use this information, which does not identify individual users, to analyze trends, to administer the site, to track users' movements around the site and to gather demographic information about our user base as a whole. GeoComm will not use the information collected to market directly to that person.

In some of our email messages, we use a "click-through URL" linked to content on the GeoComm website. When customers click one of these URLs, they pass through our Web server before arriving at the destination Web page. We track this click-through data to help us determine interest in particular topics and measure the effectiveness of our customer communications. If you prefer not to be tracked simply avoid clicking text or graphic links in the email.

In addition, we use pixel tags — tiny graphic images — to tell us what parts of our website customers have visited or to measure the effectiveness of searches customers perform on our System. Pixel tags also enable us to send email messages in a format customers can read. And they tell us whether emails have been opened to ensure that we are sending only messages that are of interest to our customers. We store all this information in a secure third-party hosted database located in the United States.

6.8 Collecting Information from Children Under the Age of 16

Our website and System are not designed for children, and we do not knowingly collect information from any person under the age of 16.

6.9 Publicly Displayed Information is Public

If you use a bulletin board or chat room on a GeoComm website you should be aware that any information you share is visible to other users. Personal identifiable information you submit to one of these forums can be read, collected, or used by other individuals to send you unsolicited messages. GeoComm is not responsible for the personally identifiable information you choose to submit in these forums. For example, if you choose to make information, which was previously non-public, available by enabling certain user features, GeoComm will collect that information from your interaction and the information will become publicly available.

6.10 When We Disclose Your Information

GeoComm takes your privacy very seriously. GeoComm does not sell or rent your contact information to other marketers.

There are also times when it may be advantageous or necessary for GeoComm to make certain personal information about you available to companies that GeoComm has a strategic relationship with or that perform work for GeoComm to provide products and services to you on our behalf. These companies may help us process information, extend credit, fulfill customer orders, deliver products to you, manage and enhance customer data, provide customer service, assess your interest in our products and services, or conduct customer research or satisfaction surveys. These companies are also obligated to protect your personal information in accordance with GeoComm's policies, except if we inform you otherwise at the time of collection.

At times we may be required by law or litigation to disclose your personal information. We may also disclose information about you if we determine that for national security, law enforcement, or other issues of public importance, disclosure is necessary.

6.11 How We Protect Your Personal Information

GeoComm takes precautions — including administrative, technical, and physical measures — to safeguard your personal information against loss, theft, and misuse, as well as unauthorized access, disclosure, alteration, and destruction.

GeoComm uses Secure Sockets Layer (SSL) encryption on all Web pages where personal information is required. You can help us by also taking precautions to protect your personal data when you are on the Internet. Change your passwords often using a combination of letters and numbers, and make sure you use a secure Web browser.

GeoComm uses a third-party credit card processor to handle any credit card transactions. No credit card information is stored at Geo-Comm.

6.12 Third-Party Websites and Links

Our System may contain links to other websites. These websites may have privacy policies different than our Privacy Policy. The System may also contain certain social media icons or widgets. Although you can view the material we have linked to, you may have to create an individual account or register to use these third-party social media sites to use interactive features. Any interaction on social media or other third-party websites is governed not by this privacy policy but by the terms of use and privacy policy of the particular platform.

6.13 Export Regulation

The Software may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software or Documentation accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the US.

6.14 US Government Rights

The Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if the Licensee is the US Government or any contractor therefore, Licensee shall receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

Section 7

GeoComm Indoor Map Gateway Terms of Service

GeoComm’s website is at indoor.content.geocomm.cloud (the “Site”). This website is operated by Geo-Comm, Inc. (“we,” “us,” “our,” or “GeoComm”). The following terms and conditions (together with any documents referred to in them) (collectively, these “Terms”) apply to your use of our website or other services offered at the Site (collectively, our “System”).

Your use of our System means that you accept and agree to these Terms of Service. If you do not agree to these Terms or our Privacy Policy do not use or access the System.

In addition, by uploading indoor mapping files to this System, you are granting GeoComm permission to digitally display the floorplans to any primary or secondary PSAP, ECC, or entity capable of receiving a 9-1-1 call, any first responder that is actively dispatched by the entity receiving a 9-1-1 call, and any entity utilizing the data for public safety needs. You will remain the owner of all data that is uploaded to the System. You should ensure that all buildings that are uploaded don’t contain classified or Criminal Justice Information Systems (CJIS) information.

7.1 Reliance on Information Posted

The information presented on or through the System is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the System, or by anyone who may be informed of any of its contents.

7.2 Links to Other Websites and Connecting through Social Media

The System may contain hyperlinks to websites operated by third- parties. We do not control such websites and will not be responsible for their content, or for any breach of contract, or any intentional or negligent action on the part of such third parties, which results in any loss, damage, delay, or injury to you or your companions. Inclusion of any linked website on the System does not imply or constitute approval or endorsement of the linked website by us. If you decide to leave the System to access these third-party sites, you do so at your own risk. All rules, policies (including privacy policies), and operating procedures of websites operated by third parties will apply to you while on such sites. We are not responsible for information provided by you to third parties.

7.3 Third-Party Material

This System may include software, content, data, or other materials, including related documentation, that are owned by Persons other than GeoComm and that are provided to you on licensee terms that are in addition to and/or different from these terms.

7.4 Electronic Communications

Visiting the Site, using the System, or sending emails to us constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email, and on the System, satisfy any legal requirement that such communications be in writing. To opt-out of receiving marketing emails from us, follow the “unsubscribe” link on the email to change your user preferences .

Section 8

GeoComm Cookie Terms & Conditions

8.1 What are Cookies?

A cookie is a small text file that a website saves on your computer or mobile device when you visit the site. It enables the website to remember your actions and preferences (such as login, language, font size and other display preferences) over a period of time, so you don't have to keep re-entering them whenever you come back to the site or browse from one page to another. Cookies also enable us to track and analyze user behavior in order to improve our System. Most web browsers automatically accept cookies but you can choose to accept or decline certain types of cookies if you prefer. However, declining cookies may impact the functionality of the System and in some cases you may not be able to access the functions of the System. Blocking or declining cookies may also stop the System from saving your customized settings, such as login information and other preferences.

As is standard practice on many corporate websites, GeoComm's website uses "cookies" and other technologies to help us understand which parts of our websites are the most popular, where our visitors are going, and how much time they spend there. We also use cookies and other technologies to make sure that our online advertising is bringing customers to our products and services. We use cookies and other technologies to study traffic patterns, to make it even more rewarding as well as to study the effectiveness of our customer communications. And we use cookies to customize your experience and provide greater convenience each time you interact with us.

8.2 Types of Cookies We Use

- **Session Cookies**

Session cookies are stored on the user's hard drive temporarily and are deleted when the user ends the browsing session. We use session cookies for things like internal analytics.

- **Persistent Cookies**

Persistent cookies stay on the user's hard drive until they expire, even after the browser is closed. We use persistent cookies for remembering things for like internal analytics.

- **Third-Party Cookies**

Third-party cookies are not installed directly by our System, but by third parties such as advertisers. Third-party cookies are used to track advertising preferences from site to site, and to gather data about user's browsing habits in order to improve the user experience.

8.3 How We Use Cookies

We use cookies for a variety of reasons. The categories of purposes for which we use cookies include:

- **Strictly Necessary Cookies**

These cookies are required for the System to function. The information collected relates to the operation of the System and enables us to provide you with basic System functionality. The only

way to opt-out of the use of these cookies is to not use the System, as the System will not function properly without them.

- Analytical/Performance Cookies

These cookies collect information about your use of the System, including which pages you visit, and whether you experience any errors. These cookies do not collect any personally identifiable information. The information collected is only used to analyze how the System is being accessed and used in order for us to improve the System and your experience using it.

- Functionality Cookies

We use these cookies to remember your choices, settings, or preferences from one visit to the next. The information stored by these cookies includes things like your country of origin, your language, and any changes you have made to customizable areas of the System.

- Targeting Cookies

These cookies collect information designed to customize your experience on the System and other sites. These cookies record information about your visit to the System including links clicked and pages viewed in order to measure the effectiveness of our marketing strategies.

8.4 Cookies We Use

- Google Analytics

Why We Use It: Google Analytics is a third-party analytics cookie. We use Google Analytics to collect information about how users use our website for analytics purposes.

Duration: Two (2) years.

Where third parties use cookies on the System, we have no control over those cookies or the data collected. Please refer to the third-party sites' privacy and cookie policies for more information about what is collected and how it is used.

8.5 Your Cookie Options

Most browsers allow you to **control and/or delete** cookies as you wish – for details, see <https://www.aboutcookies.org/>.

You can delete all cookies that are already on your computer and you can set most browsers to prevent them from being placed. Some browsers will allow you to block all cookies, while others will allow you to set up rules about which cookies to accept from which site, depending on your preferences. If you do block cookies, however, you may experience some functionality issues and some services within the system may not work for you.

Each browser manufacturer deals with user cookie options slightly differently. Please see your browser's help pages for additional information about managing cookies on your browser.

You can easily accept or reject the cookies on the website by choosing one of the following links: I accept cookies / I refuse cookies.

Section 9

Geo-Comm Inc. Survey Terms and Conditions

These Survey Terms and Conditions (referred to as the “Survey Terms”) set forth the terms of an Agreement by which You, (the “Participant”) and Geo-Comm, Inc. located at 601 W. St. Germain St., St. Cloud, MN 56301 (“GeoComm”), may participate from time to time in any GeoComm related surveys and related activities as specified by GeoComm (“Survey”). You must be at least 18 years of age in order to become a Participant. GeoComm reserves the right to change these Survey Terms at any time without notice.

- 9.1 By completing Survey, you agree to be legally bound by these Survey Terms. If you do not agree to be bound by the Survey Terms you should not respond to the Survey.
- 9.2 Survey refers to the gathering of feedback from the Participant relating to GeoComm and its competitors’ products and services, or the market in general, which may consist of answering questionnaires, survey forms, or other forms of providing feedback to GeoComm. The Surveys may help GeoComm to generate ideas concerning the enhancement of the end user experience which may ultimately benefit GeoComm’s wider-customer base. All information in Survey is strictly confidential and the Participant is obligated to observe confidentiality. All ideas, suggestions, or other output resulting from participation in Survey is the sole exclusive property of GeoComm.
- 9.3 The Participant acknowledges that GeoComm needs to gather and process the following personal data from them in order for the Participant to take part in any Survey: first name, surname, email address. Your personal data will only be processed for the purposes of carrying out the Survey, the assessment of the Survey and sending informative messages by GeoComm concerning the Survey. The personal data you provide to GeoComm will be processed in accordance with our Privacy Policy. The personal data collected to be included in the incentive drawing is kept separate from Participant’s Survey’s responses.
- 9.4 Additional Survey Details
 - Participant must provide valid personal data when Survey is submitted
 - One entry per Survey per Participant
 - If a specific Survey is eligible for prizes, then upon completion of Survey the Participant’s name will be entered into a drawing and random winner(s) will be selected
- 9.5 If any part of the Survey Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed to be superseded by the valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Survey Terms shall continue in effect. Unless otherwise specified herein, these Survey Terms constitute the entire terms between the Participant and GeoComm and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the Participant and GeoComm with respect to the Survey. Our failure to act with respect to a breach by the Participant or others does not waive our right to act with respect to subsequent or similar breaches.

Section 10

Terms and Conditions for Federal Compliance

10.1 CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

State of Iowa agencies receive federal funding. As a recipient of federal funds, State of Iowa agencies and their subrecipients must adhere to federal legislation passed by Congress as well as codified regulations implemented through administrative requirements when executing the funding.

Specific to the Code of Federal Regulations (CFR) Title 2 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, specific language must be included in agreement articles, contracts, memorandums of understanding, and letters of agreement. Detailed in 2 CFR Part 200 Appendix II, in addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by a non-Federal entity under the Federal awards must contain provisions covering the following, as applicable.

10.1.1 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award.

10.1.2 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

10.1.3 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must 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 one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The

requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must 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. **Copeland “Anti-Kickback” Act (40 U.S.C. 3145), 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 must 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 or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

10.1.4 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

10.1.5 Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions 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 Executive Order 12549.

10.1.6 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) “Produced in the United States” means, for iron

and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10.1.7 Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

10.1.8 Procurement of Recovered Materials

In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (1) Competitively within a timeframe providing for compliance with the contract performance schedule; (2) Meeting contract performance requirements; or (3) At a reasonable price. Information about this requirement, along with the list of EPA designated items, is available at EPA’s Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10.1.9 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.

- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

10.1.10 Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 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.

10.1.11 Termination

10.1.11.1 Immediate Termination by the State

The State may terminate this Contract for any of the following reasons effective immediately without advance notice:

- In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- The State determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, a person’s life, health or safety to be jeopardized;
- The Contractor fails to comply with confidentiality laws or provisions;
- The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

10.1.11.2 Termination for Cause by the Agency

The Agency may terminate this Contract upon written notice for the breach by Contractor of any material term, condition or provision of this Contract, if such breach is not cured within the time period specified in the Agency’s notice of breach or any subsequent notice or correspondence delivered by the Agency to Contractor, provided that cure is feasible. In addition, the Agency may terminate this Contract effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

- Contractor furnished any statement, representation, warranty or certification in connection with this Contract, the RFP or the Proposal that is false, deceptive, or materially incorrect or incomplete;
- Contractor or any of Contractor’s officers, directors, employees, agents,

subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

- Contractor or any parent or affiliate of Contractor owning a controlling interest in Contractor dissolves;
- Contractor terminates or suspends its business; Contractor's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited, or any license or certification held by Contractor related to Contractor's performance under this Contract is suspended, terminated, revoked, or forfeited;
- Contractor has failed to comply with any applicable international, federal, state (including, but not limited to Iowa Code chapter 8F), or local laws, rules, ordinances, regulations or orders when performing within the scope of this Contract;
- The Agency determines or believes the Contractor has engaged in conduct that: (a) has or may expose the Agency or the State to material liability, or (b) has caused or may cause a person's life, health or safety to be jeopardized;
- Contractor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or Contractor misappropriates or allegedly misappropriates a trade secret;
- Contractor fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy; or
- Any of the following has been engaged in by or occurred with respect to Contractor or any corporation, shareholder or entity having or owning a controlling interest in Contractor:
 - Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;
 - Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;
 - Making an assignment for the benefit of creditors;
 - Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with Contractor's performance of its

- obligations under this Contract; or
- Taking any action to authorize any of the foregoing. The Agency's right to terminate this Contract shall be in addition to and not exclusive of other remedies available to the Agency, and the Agency shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

10.1.11.3 Termination upon Notice

Following thirty (30) days written notice, the Agency may terminate this Contract in whole or in part without penalty and without incurring any further obligation to Contractor. Termination can be for any reason or no reason at all.

10.1.11.4 Termination Due to Lack of Funds or Change in Law

Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the Agency shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

- The legislature or governor fail in the sole opinion of the Agency to appropriate funds sufficient to allow the Agency to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or
- If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Agency to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Agency in its sole discretion; or
- If the Agency's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or
- If the Agency's duties, programs or responsibilities are modified or materially altered; or
- If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Agency's ability to fulfill any of its obligations under this Contract. The Agency shall provide Contractor with written notice of termination pursuant to this section.

10.1.11.5 Limitation of the State's Payment Obligations

In the event of termination of this Contract for any reason by either party (except for termination by the Agency), the Agency shall pay only those amounts, if any, due and owing to Contractor hereunder for Deliverables actually and satisfactorily provided in accordance with the provisions of this Contract up to and including the date of termination of this Contract and for which the Agency is obligated to pay pursuant to this Contract; provided however, that in the event the Agency terminates this Contract pursuant to Section 1.6.4, the Agency's obligation to pay Contractor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of invoices and proper proof of

Contractor's claim. Notwithstanding the foregoing, this section in no way limits the rights or remedies available to the Agency and shall not be construed to require the Agency to pay any compensation or other amounts hereunder in the event of Contractor's breach of this Contract or any amounts withheld by the Agency in accordance with the terms of this Contract. The Agency shall not be liable, under any circumstances, for any of the following:

- The payment of unemployment compensation to Contractor's employees;
- The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;
- Any costs incurred by Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract;
- Any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Contract;
- Any taxes Contractor may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

10.1.11.6 Contractor's Termination Duties

Upon receipt of notice of termination or upon request of the Agency, Contractor shall:

- Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work performed under the Contract and such other matters as the Agency may require.
- Immediately cease using and return to the Agency any property or materials, whether tangible or intangible, provided by the Agency to Contractor.
- Cooperate in good faith with the Agency and its employees, agents and independent contractors during the transition period between the notification of termination and the substitution of any replacement service provider.
- Immediately return to the Agency any payments made by the Agency for Deliverables that were not rendered or provided by Contractor.
- Immediately deliver to the Agency any and all Deliverables for which the Agency has made payment (in whole or in part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied as that time.

10.1.11.7 Termination for Cause by Contractor

Contractor may only terminate this Contract for the breach by the Agency of any material term, condition or provision of this Contract, if such breach is not cured within sixty (60) days of the Agency's receipt of Contractor's written notice of breach.

10.2 ACKNOWLEDGEMENTS AND ASSURANCES

10.2.1 Access to Records

The following access to records requirements apply to this contract: (1) The contractor agrees to provide the State of Iowa, HSEMD, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the federal awarding agency or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with the Disaster Recovery Act of 2018, HSEMD and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal awarding agency or the Comptroller General of the United States.

10.2.2 Awarding Agency Seal, Logo, and Flags

The contractor shall not use the awarding agency's seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without specific agency preapproval.

10.2.3 Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that Federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, federal awarding policies, procedures, and directives.

10.2.4 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

10.2.5 Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.