

Iowa State University
Request for Proposal/Quote No. 63815
For
Online Testing Solution for the Iowa Fire Training Safety Bureau

Overview and General Information

1. Introduction Iowa State University of Science and Technology (ISU) is soliciting information from qualified contractors to provide a secure online testing system for the Iowa Fire Training Safety Bureau.

Contractors should read all materials carefully and note the due date.

2. University Representative Contractors must direct all questions and comments in reference to this RFP/RFQ to the University Representative. For this RFP/RFQ, the University Representative is:

Eric Johnson
ISU Procurement Agent
515-294-4701
emj@iastate.edu

3. Schedule of Events

Activity	Date
Issuance of RFP/RFQ	April 6, 2018
Deadline for Receipt of Questions	April 16th, 2018
Addenda for Questions Posted on ISU Procurement Site	April 19th, 2018
Proposals Due	May 2, 2018 at 2:00 p.m. CST
Contractor Presentations	May 14 – May 18, 2018
*Evaluations Complete	May 25, 2018
*Award of Contract or Contract Effective Date	June 15, 2018

**Indicates projected dates only*

4. Contractor Presentations ISU reserves the right to request an on-site presentation/demonstration of the products and proposed relationship offered in response to this RFP/RFQ.
5. Editable Copies of the RFP/RFQ Documents Contractors may request editable copies of the RFP/RFQ document by contacting the University Representative above.
6. Receipt and Opening of Response This RFP/RFQ response is due **May 2nd, 2018 at 2:00 p.m. CST** and is required to be combined into a **single pdf file** unless specified in the submittal requirements and shall be submitted in one of the following ways:
- By email at quotedsk@iastate.edu, Subject: RFP 63815 OR online submission at <https://www.procurement.iastate.edu/vendors/rfp-rfq-submittal> (*preferred methods*)
 - By paper or electronic copy to Iowa State University, Procurement Services, Attn: Quote Desk—RFP 63815, 1340 Administrative Services Building, 2221 Wanda Daley Drive, Ames IA 50011-1004
 - By fax to 515-294-9606, Attn: Quote Desk -- RFP 63815

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

- Total Cost of Ownership
- Ability to meet technical specifications
- Ability to meet preferred specifications
- Ability to provide technical support
- Training Provided
- References

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Section I - Instructions

1.1 Definitions

University	University or ISU is Iowa State University of Science and Technology.
Contractor	Contractor refers to the individual or entity that is proposing or offering to contract for goods or services in the Proposal and is identified in the Acceptance Form.
Contract	Contract will be an ISU issued purchase order and/or a contractual agreement that would be signed by the awarded contractor and an authorized representative of the University.
RFP/RFQ Documents	All documents issued or posted to the ISU Procurement Services website that pertain to this RFP/RFQ. This could include original bid documents, addenda, exhibits, plans, etc.
Proposal	All documents submitted by the Contractor as a response to the RFP/RFQ in accordance with the RFP/RFQ requirements.
University Representative	University Representative is the individual identified on the Overview and General Information page of this RFP/RFQ.

1.2 Inquiries

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

1.3 Proposal Submission

- (a) Contractor must read the RFP/RFQ documents in their entirety and comply with the requirements of the RFP/RFQ documents. Contractor must promptly notify the University Representative of any ambiguity, inconsistency or error that Contractor discovers in the RFP/RFQ documents. University may reject proposals that fail to comply with the requirements of the RFP/RFQ documents.
- (b) Contractor must identify on the Acceptance Form all parties who will be involved with performance of the Contract. By submitting the Proposal, Contractor warrants that all such parties have received a copy of the RFP/RFQ documents and that the Proposal is acceptable to these parties.

- (c) Contractor must clearly state in the Exceptions Form any exceptions to or deviations from the RFP/RFQ documents. Exceptions taken to the RFP/RFQ documents may cause the Proposal to be rejected at the sole discretion of University. Any terms in the RFP/RFQ documents to which Contractor does not take exception on the Exception Form shall be binding and any subsequent objections to those terms shall have no effect.
- (d) A representative of Contractor who is authorized to agree to the terms in the RFP/RFQ documents and to offer the pricing and make the representations about Contractor's products and services in the Proposal must sign the Proposal.
- (e) Contractor is responsible for any costs incurred in the preparation and submission of the Proposal and any travel and personnel expenses associated with its on-site presentations or demonstrations or other trips related to the RFP/RFQ. ISU has no responsibility for such costs or expenses even if ISU should elect not to make an award.

1.4 Withdrawal and Resubmission of Proposals

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

1.5 Acceptance of Proposals and Award of Contract

- (a) The RFP/RFQ does not commit University to award a Contract. If University elects to award a Contract, it will do so based on the criteria set forth in the RFP/RFQ documents. University is not required to purchase the lowest priced goods or inferior or substandard goods. University may make multiple awards if University determines it is in its best interest to do so.
- (b) University reserves the right to accept or reject any or all proposals.
- (c) University may request from Contractor additional documents or Proposal clarifications after the due date and time for proposal submission. University may also request Contractor to make an on-site presentation/demonstration. University may reject the Proposal if Contractor fails to provide the additional documents or clarifications or participate in the on-site presentation/demonstration.
- (d) University may waive any irregularities, technicalities, or informalities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any contractor. University may accept deviations from the specifications in the RFP/RFQ documents if through information submitted or demonstrations University determines that the offered product or service is substantially compliant and would be in University's best interest.
- (e) University may investigate as it deems necessary the ability of Contractor to provide the expected goods or services. University may reject the Proposal if the evidence submitted by, or investigation of, Contractor fails to satisfy the University, in its sole opinion, that Contractor is properly qualified to carry out the obligations specified in the RFP/RFQ documents.

- (f) University will resolve tie proposals that are equal in all respects and tied in price by drawing lots. Whenever practical, the drawing will be held in the presence of the contractors who are tied in price. However, if this is not possible, the drawing will be made in front of at least three (3) persons and said drawing documented.
- (g) Iowa Administrative Code §681-8.1(a) requires University to give a preference to Iowa products and suppliers when, in University's professional judgment, Iowa products can be obtained at equal or less cost and are of equal quality to those products obtainable from out-of-state suppliers. In addition, Iowa Code §73.2 requires all requests for proposals to contain the following language: "By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa."

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

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

1.7 Disposition and Disclosure of Proposals

- (a) Once opened, the Proposal becomes the property of University and will not be returned to the Contractor.
- (b) Until the date of an award of this RFP/RFQ, the Proposal and any other related documents provided by Contractor, including but not limited to, attachments, appendices, and exhibits, shall be treated as confidential to the extent required and permitted under State of Iowa law.
- (c) Iowa Administrative Code §681-8.1(h) requires University to release, if requested, the name of the successful bidder and all other bidders and the amounts bid. In addition, University is subject to the Iowa Open Records Law (Iowa Code Chapter 22). Contractor is encouraged to familiarize itself with the Iowa Open Records Law prior to submitting its Proposal. If Contractor believes that portions of the Proposal or other submitted documents (other than its name and pricing) are confidential under the Iowa Open Records Law, Contractor shall clearly identify those portions in the space provided on the Acceptance Form and indicate the specific provision in the Iowa Open Records Law upon which Contractor relies in

determining the identified portion is confidential. Proposals marked entirely confidential or proprietary may be rejected.

- (d) If University receives a request for a portion of the Proposal or other documents that Contractor has identified as confidential, University shall notify Contractor (unless legally prohibited from doing so) and Contractor shall, at its sole expense and in a timely manner, appear before an administrative or judicial authority to obtain an order restraining its release. If Contractor fails to do so, University may release the portions of the Proposal or other documents that Contractor has identified as confidential.
- (e) Failure to properly identify items as confidential on the Acceptance Form and appropriately cite the specific provisions of the Open Records Act relied upon shall relieve University from any responsibility to notify Contractor of a request for those items and from any liability should such items be released.

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

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

1.9 Independent Price Determination Contractor certifies that in connection with its Proposal:

- (a) Any prices or hourly rates in the Proposal have been arrived at independently, without consultation, communication, or agreement with any competitor for the purpose of restricting competition.
- (b) Any prices or hourly rates which have been provided in this Proposal have not been knowingly disclosed by Contractor, directly or indirectly, to any competitor.
- (c) No attempt has been made by Contractor to induce any other person or entity to submit or not to submit a proposal for the purpose of restricting competition.

1.10 Gratuities The laws of the State of Iowa prohibit a person who is seeking to enter into a contract with University from, directly or indirectly, offering or making a gift to University employee. See Iowa Code §68B.22 for additional information.

1.11 Vendor Registration Contractors ***must*** have a current vendor registration on file prior to receiving an award resulting from an RFP/RFQ. Please visit the vendor registration website (shown below) for instructions on the vendor registration process.

<https://accessplus.iastate.edu/NonAuth/PD10/PD155Vendor.jsp>

Section II – Scope of Work/Specifications

2.1 Overview

The [Iowa Fire Training Safety Bureau](#) (FTSB) is the State of Iowa's designated fire safety academy and has been training Iowa's firefighters and emergency services personnel since 1923. The FTSB provides a certification, accreditation, and training program for Iowa firefighters. As part of this program the FTSB requires the ability to provide computer based digital testing and evaluation through a system that can be distributed to remote locations throughout the state as well as secure testing centers located at various state universities and community colleges. Testing may be proctored, however, FTSB seeks a solution that might provide a secure testing environment that could be proctored remotely if possible.

FTSB will provide all content for the testing service but may need assistance in migrating existing content into a new solution.

2.2 Solution Specifications

The following criteria are highly desirable to meet the requirements of the FTSB:

- 2.2.1 Ability to administer online testing in a browser.
- 2.2.2 Ability to administer online testing on a mobile tablet or mobile phone.
- 2.2.3 Solution must work in a low speed broadband environment or over a mobile 3G/4G network.
- 2.2.4 Ability to meet or exceed [IEEE responsive web design requirements](#).
- 2.2.5 Ability to create permanent student records that will permanently store testing results.
- 2.2.6 Ability for proctor to manage each individual testing session on site.
- 2.2.7 Ability to set test time restrictions and lock out tests during the testing period.
- 2.2.8 Support for multiple types of question pools.
- 2.2.9 Move/Copy feature for moving questions pools between different tests.
- 2.2.10 Test activation security by password/pin/secure-multifactor/etc.
- 2.2.11 Ability to import question pools from outside sources.
- 2.2.12 Ability to randomize test questions for individual tests in a single testing sessions.
- 2.2.13 Ability to provide multiple question formats (please list all that are available in Supplement XXX)
- 2.2.14 Ability to export questions and exams to Microsoft Office 365, RFT, TXT, and PDF.
- 2.2.15 Ability to restrict assessment access by IP or MAC address.
- 2.2.16 Ability to send test submission confirmation to student.
- 2.2.17 Ability to complete assessments offline for online submission at a later date and time.
- 2.2.18 Ability to edit questions after they have been utilized in a previous assessment.
- 2.2.19 Ability to integrate multimedia content into test questions.
- 2.2.20 Ability to manage questions utilizing tag/flag mechanisms.
- 2.2.21 Ability to analyze questions by question set and/or question block.
- 2.2.22 Ability to search question by keyword, question type, identified pool, etc.
- 2.2.23 Ability to link questions together to function as a set, including making questions contingent upon other questions.
- 2.2.24 Ability for continuous saving of work completed on assessments.
- 2.2.25 Ability of all assessments to load questions dynamically during the completion of an assessment.
- 2.2.26 Ability for student/candidate to return to previous questions and review/change answers prior to final submission.

2.3 Preferred Functionality

- 2.3.1 Ability for a proctor to manage multiple testing sessions remotely.
- 2.3.2 Ability to lock down user devices during assessments.
- 2.3.3 Ability to provide a high-stakes testing option.
- 2.3.4 Ability to map questions to learning objectives.
- 2.3.5 Ability to incorporate, import, and export SCORM data and activities.
- 2.3.6 Ability to provide feedback to student submissions via document, audio recording, video recording.

Section III – Submittal Requirements

- 3.1 Submittal Responses Complete the following questions/requirements below and return as **Supplement 1** with your RFP/RFQ response. Additional space may be required but responses and information provided should be clearly labeled and concise.

Delivery

Contractor can meet the required delivery timeframe noted in Section II – Scope of Work/Specifications?

- ☐ Yes
☐ No

Delivery/Installation

How soon can item(s) be delivered, if a purchase order is awarded? _____
(Be specific on delivery date as this is a key evaluation factor.)

How soon can installation and training take place after delivery? _____

Installation/Training

ISU is requesting installation (if required) of the equipment including uncrating, leveling, utility connections, and user training. Is installation and training included in the cost of the instrument?

- ☐ Yes
☐ No

If not, what is the cost of training, and what is included in the training? (e.g.: 1 day training on-site, calibration testing, etc.) Cost \$ _____

Description of Training: _____

Warranty

What is the warranty duration? _____

What does the warranty cover? _____

Does Company offer an extended warranty? (If yes, include annual cost.)

- ☐ Yes Cost \$ _____
☐ No

Service/Preventative Maintenance

Provide cost of annual, or multi-year maintenance agreements, if applicable?

\$ _____ per year/per unit \$ _____ per multi-year/per unit for _____ year term

What is included in the agreement? (e.g. PM, discounted parts, 24/7 technical telephone support, etc.)

Sales and Support

Time/days telephone support is available _____

If on-site support is provided, hours of operation, and where support person would be dispatched from? _____

What would be the response time from time of call to time of dispatch to location? _____

Name and number of dedicated contact dispatch person? _____

References

Name	Institution/Company	Phone Number and/or Email
_____	_____	_____
_____	_____	_____
_____	_____	_____

Payment Terms

Be certain to state terms of payment. Failure to indicate Contractor terms will mean that, if Contractor submittal is accepted then Iowa State University will apply a five percent (5%) discount for payments made within 15 days of receipt of Contractor invoice in Procurement Services.

- 3.2 References Include four (4) references currently engaged in a similar contract of this type preferable related to government, education or large corporate contracts of similar scale as **Supplement 2** of your proposal.
- 3.3 Pricing Please submit pricing as **Supplement 3** of your proposal. Line item pricing for all products proposed is required. Software licensing, maintenance, and support costs should be listed separately for evaluation purposes.
- 3.4 Additional Value Added Services and Technologies Provide additional information on options for government discounts or services and technologies your company can provide as value added solutions as **Supplement 4** of your proposal.

Section IV – Acceptance Form

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

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

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

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

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

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

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

Legal Business Name: _____

Official Address: _____

Federal Employment Identification Number: _____

State of Iowa Contractors Number (if applicable): _____

Authorized Signature: _____

Name Printed or Typed: _____

Title: _____

Telephone Number: _____

Email _____ Date: _____

Section V – Exceptions

List any and all exceptions to this RFP/RFQ in this section. Include page number, section and reason for exception.

Note: Attach additional pages if necessary.

Check one of the following:

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

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

Section VI – Submittal Checklist

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

- ☐ Supplement 1 - Section 3.1 – Submittal Responses
- ☐ Supplement 2 - References
- ☐ Supplement 3 - Pricing
- ☐ Supplement 4 – Discounts & Value Added Services
- ☐ Completed and Signed Section IV - Acceptance Form
- ☐ Completed and Signed Section V - Exceptions

Attachment A - Standard Terms & Conditions

1. Assignment This Contract (including any future amendments incorporated into the Contract) may not be assigned, transferred, sold, or subcontracted by Contractor without the prior written consent of the University. Should Contractor be purchased (in whole or in part) by another organization or should Contractor wish to assign, transfer, or subcontract the Contract to another Contractor, University shall have the right to terminate the Contract upon reasonable written notification, without penalty to University.
2. Amendments to the Contract This Contract shall not be changed, modified, altered, or amended in any respect without the written mutual consent of both parties.
3. Indemnification The Contractor shall indemnify and hold harmless the University and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from;
 - (a) The material non-performance, non-compliance or breach with terms and obligations of this Contract.
 - (b) Any negligent or wrongful act or omission of the Contractor or its subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person.

The Contractor's indemnification obligation shall not be limited in any way by any definition or boundary on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation, disability benefits or other employee benefit acts.
4. Immunity from Liability Every person who is party to this agreement is hereby notified and agrees that the University, and its agents, successors, and assignees are immune from liability and suit for or from Contractor's activities involving third parties and arising from this Contract.
5. Severability of the Contract In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, but this Contract shall be construed as if such invalid or unenforceable provision had never been contained. Further, in the event that any provision of thi Contract shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.
6. Governing Law Terms and provisions of this Contract shall be construed in accordance with the laws of the State of Iowa, and any and all litigation or actions commenced in connection with this Contract resulting shall be instituted in the appropriate court(s) of the State of Iowa.
7. Use of Name or Intellectual Property Contractor shall not use the name or any intellectual property identifying the University, including, but not limited to, any of the University trademarks or logos, or the name of any employees of the University in any publicity, advertisement or endorsement or as a business reference, without the expressed prior written consent of the University.
8. Force Majeure Subsequent to acceptance by the University, neither party shall be liable for damages due to: lightning, fire, explosion, pest damage, strikes or labor disputes of third parties, floods, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, fuel

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

9. Right to Retention University may withhold from payment to Contractor, in such an amount or amounts as may be necessary to cover payments that may be earned or due for justified third party claims associated with labor, services, equipment, or materials furnished and/or product or service not provided or not remedied/cured.
10. Failure to Enforce University shall not be required to enforce any right or remedy available under the Contract; however, if University elects to waive a right or remedy under this Contract, University shall not be precluded from asserting said right or remedy thereafter.
11. Access to Contractor Records/Audits Contractor shall retain all records and documents and shall provide unlimited access, at all reasonable times and upon reasonable notice, to all accounting records and supporting documentation relating to the goods and services furnished during the term of this Contract and for a period of seven (7) years thereafter, unless required to retain for a longer period by state or federal statute. University reserves the right to audit such records and employ the Auditor of the State of Iowa or any other auditor the University deem appropriate to perform an audit of Contractor records. Should such audit disclose incorrect billings or improprieties, University reserve the right to charge Contractor for the cost of the audit and pursue appropriate reimbursement. Evidence of criminal intent will be turned over to the proper authority.
12. Code of Fair Practice Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, age, sex, pregnancy, disability, genetic information, status as a U.S. Veteran, service in the U.S. Military, sexual orientation, gender identity, associational preferences, or any other classification that deprives the person of consideration as an individual. Contractor shall take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, creed, color, religion, national origin, age, sex, pregnancy, disability, genetic information, status as a U.S. Veteran, service in the military, sexual orientation, gender identity, associational preferences, or any other classification that deprives the person of consideration as an individual except where it relates to a bona fide occupational qualification. In performance of this Contract, Contractor shall comply with provisions stipulated in Executive Order 11246, or amended by executive order 11375.

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

13. Gratuities The laws of the State of Iowa prohibit a person who is seeking to enter into a contract with University from, directly or indirectly, offering or making a gift to University employee. See Iowa Code §68B.22 for additional information.
14. Termination – Non-appropriation of Funds Notwithstanding any other provisions of this Contract, if funds anticipated for the continued fulfillment of this Contract are at any time not forthcoming or insufficient, either through the failure of the Iowa Legislature or the Federal government to provide funds or alteration

of the program under which funds were provided, then the University shall have the right to terminate the Contract without penalty by giving written notice documenting lack of funding.

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

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

16. Taxes University is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employees' wages. University is exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor certifies it is either;

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

17. Software Accessibility Software solutions, when provided to the University as a part of this Contract, shall be compliant with Federal statute Section 508 standards and W3C.org Web Content Accessibility Guidelines (WCAG 2.0 Level AA) for accessibility for persons with disabilities for the minimum level of accessibility. Review the links provided for specifics related to these referred to standards and guidelines. WCAG guidelines www.w3.org/TR/WCAG20/ and Section 508 www.section508.gov/. University reserves the right to request that the Contractor provide audit and/or test results that document the software's compliance and the testing methodology utilized.

18. Subcontractors Contractor shall be responsible for the acts and performance of any subcontractor that Contractor may engage to fulfill any of its obligations set forth in the Contract. Contractor shall be responsible for payment to all subcontractors and Contractors.

- (a) All services provided for Contractor by a subcontractor shall be pursuant to an appropriate

agreement between Contractor and subcontractor. The Contract shall contain provisions that preserve and protect the rights of the University and require services be performed in accordance with the requirements of the Contract.

- (b) Contractor is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the University. Any subcontractor(s) must have been identified in the Contractor's proposal in response to this RFP or be approved in writing by the University prior to the subcontractor(s) starting work relating to the Contract.

- 19. Targeted Small Business Contractor is encouraged to use certified Iowa Targeted Small Businesses in the performance of this Contract. A report may be requested at the completion of the Contract indicating the extent of Targeted Small Businesses participation.
- 20. Contractor's Responsibility Contractor shall obtain all necessary permits, licenses and other government approvals necessary to perform its obligations pursuant to this Contract, and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any government authority.
- 21. Responsibility for Those Performing the Work
 - (a) Contractor shall be responsible for the acts and omissions of all Contractor's employees and all subcontractors, their agents and employees, and all other persons under contract with Contractor, while performing the duties and responsibilities associated with this Contract.
 - (b) Contractor shall at all times enforce strict discipline and good order among Contractor's employees and shall not employ any unfit person or anyone not skilled in the task assigned.
 - (c) Incompetent or incorrigible employees shall be dismissed from the project by Contractor, when so determined by the University. Dismissed individuals shall be prohibited from being employed or utilized by Contractor as part of the services Contractor provides to the University without the written consent of the University.
- 22. Confidentiality A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement except with the other party's prior written permission. Confidential Information means any information or data (including without limitation any formula, pattern, compilation, program, device, method, technique, process, or student "education records," including but not limited to Social Security Numbers, records and information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") records protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and defined in 20 U.S.C. § 1232g(a)(4)(A)(i) or information that is otherwise identified by either party in writing as confidential or is of such a nature that a reasonable person would understand such data and/or information to be confidential) that is disclosed by one party (a disclosing party) to the other party (a receiving party) pursuant to this Agreement, so long as such information is subject to reasonable efforts by the disclosing party to preserve its confidentiality.
- 23. Export Control Contractor shall comply with all U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 774, in the performance of this Contract. In the

absence of available license exemptions/exceptions, Contractor shall be responsible for obtaining the appropriate licenses or other authorizations, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

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

24. Packaging, Transportation, and Handling All packaging, transportation and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29 CFR 1910.1200, and Iowa Administrative Code.
25. Licensed in Iowa Any Contractor awarded a contract must be licensed to do business in the State of Iowa. ISU reserves the right to waive the license requirement for any state or U.S. territory other than the State of Iowa.
26. Payment Discounts/Invoices Payment discount terms, if part of the contract, should appear on your invoice to insure proper processing. Invoices requesting payment for materials or services provided for the ISU department covered by this contract, shall reference the contract number provided and be mailed to the address below: Iowa State University Purchasing Payables 3617 Administrative Services Building Ames, IA 50011-3617

Attachment B – Insurance Requirements

Insurance and Related Requirements

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

Minimum insurance coverages and requirements are as follows:

Commercial General Liability

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

Umbrella Liability

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

Professional Liability (Errors and Omissions)

\$1,000,000 per occurrence/\$1,000,000 aggregate

Cyberdata Coverage

\$1,000,000 per occurrence/\$1,000,000 aggregate

Additional Requirements

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

The Policy shall name Iowa State University; the Board of Regents, State of Iowa; and, the State of Iowa as additional insureds with respect to all operations and related work and shall provide that such insurance applies separately to each insured against whom claim is made or suit is brought. The additional insureds shall be added under CG 2026 endorsement or older edition dates and attached to the certificate of insurance.

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

The certificate must be mailed or faxed to:

Iowa State University
Purchasing Department
1340 Administrative Services Bldg
2221 Wanda Daley Drive, Ames, IA 50011-1004
Phone: 515-294-4860 Fax: 515-294-9606

