



ITQ Number: ITQ-185-2189-2025

ITQ: Professional Acquisition Support Services

**INVITATION TO QUALIFY (ITQ)
COVER SHEET**

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Title Of ITQ:	Professional Acquisition Support Services (“PASS”) for Information Technology		
ITQ No.:	ITQ-185-2189-2025		
Agency:	Iowa Department of Management		
State seeks to purchase:	PASS vendors to assist governmental entities in conducting various aspects of IT government sourcing of goods and services lifecycle, including pre-procurement market research and requirements gathering, competitive solicitation document drafting, assisting respondents with questions, assistance during the selection process, and post-selection support, including contract negotiations.		
Available to Political Subdivisions?	YES, including state and local governments and non-profit organizations as long as permissible under law. The resultant contracts may be made available to other states through cooperative purchasing entities.		
Potential number of <u>mos.</u> or <u>yrs.</u> of the initial term of the contract:	5 years	Potential number of possible annual extensions:	5
Anticipated initial Contract term start date:	12/1/2024	Anticipated initial Contract term end date:	11/30/2029
State Issuing Officer:			
Name: Laura Shannon			
laura.shannon@dom.iowa.gov 515-672-4569			
Mailing Address: Department of Management Division of Information Technology Attn: Laura Shannon 200 E. Grand Ave. Des Moines, Iowa 50309			
PROCUREMENT TIMETABLE —There are no exceptions to any deadlines for Respondents; however, the Agency reserves the right to change the dates/times at its sole discretion.			
Event or Action:	Date/Time (Central Time):		
State Posts Notice of ITQ on the TSB website	8/21/2024		
State Issues ITQ and posts to IMPACS – Iowa Management of Procurement and Contracts System	8/23/2024		

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Respondent’s written questions, requests for clarification, and suggested changes due:	9/13/2024 at 4:00 p.m.
Agency’s written response to ITQ questions, requests for clarifications, and suggested changes due:	9/20/2024
Proposals Due:	10/3/2024 at 2:00 p.m.
Anticipated Date to issue Notice of Intent to Award:	10/31/2024
Anticipated Date to Execute Contracts:	12/1/2024
Important Websites:	URL:
IMPACS Website where any Amendments/Addenda to this ITQ will be posted:	https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=DASIowa
Location where contract terms and conditions may be found:	Attachment #3 - Sample Contract

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Section 1. Introduction

1.1 Purpose

This ITQ will only establish a list of prequalified vendors who will be under an Iowa Department of Management (“DOM”) master agreement ready to respond to future goods and/or services sourcing opportunities in which IT Professional Acquisition Support Services (PASS) services are needed. DOM intends to make these ITQ master agreements available to other governmental entities throughout the state. Absent exceptional circumstances, future PASS opportunities for solicitations issued by DOM will be limited to pre-qualified ITQ vendors. Future Statements of Work (SOW) issued by Purchasing Entities and other specifics associated with future SOWs will be established in a manner consistent with the Purchasing Entity’s procurement obligations. This may involve some form of competitive procurement among pre-qualified ITQ vendors, with appropriate exceptions. A Respondent’s inclusion in one of the ITQ SOW outputs does not guarantee an award of any future SOW by any Purchasing Entity.

The purpose of this solicitation is to contract with PASS contractors to provide professional services throughout the acquisition lifecycle of information technology goods and services. **The resulting contracts are not intended to provide staff augmentation services.** For this ITQ, "acquisition" refers specifically to governmental issuance of solicitations for IT goods and services.

Because the services contemplated by this ITQ may be needed across the State as well as outside of the State, this ITQ and resultant master agreements will be made available to entities qualified to purchase through State IT master agreements, potentially including governmental entities in other states.

Future procurements to select the best-prequalified vendor for a given assignment may be focused on one or more types of services. While ITQ vendors will be prequalified and under contract with the State, awards of specific scopes of work will only come through subsequent shortened procurements that will be focused on the specific Purchasing Entity needs and the prequalified vendors capable of addressing those needs.

Because the cost of future services will vary widely based on the specific needs of a Purchasing Entity and the timeframe needed to complete the tasks at hand, the ITQ will not attempt to establish pricing for potential future services. Pricing will be established as part of a subsequent procurement process focused on the prequalified vendors with the proven ability to meet the Purchasing Entity’s needs.

1.2 Statement about Iowa

Iowa, situated in the heartland of America, is renowned for its robust agricultural sector and vibrant communities. The State government serves a population of approximately 3.2 million people. In the realm of technology, Iowa’s State government has embraced advancements to enhance efficiency and accessibility. The State government was recently reorganized into 16 core State agencies, including the Department of Revenue, Department of Transportation, and Department of Management.

Iowa leverages information technology extensively. Technology plays a pivotal role in streamlining processes and improving citizen engagement, from digital platforms for tax filing to online services for driver's license renewal. This integration underscores Iowa's commitment to modern governance, ensuring effective delivery of services to its diverse populace.

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In tandem with technological advancements, Iowa recognizes the field of acquisition has evolved significantly in recent years due to several factors, including the need for cost-saving strategies amid economic constraints and advancements in technology that enhance data collection and analysis. Acquisition has transitioned into a high-level strategic function rather than a lower-level process function.

As of July 1, 2024, the Iowa Department of Management is the single state agency with the authority to acquire all IT goods and services for statewide supported entities and the sole authority in state government for creating IT master agreements. Iowa Code section 8.85(3) (2024).

1.3 Definitions

In addition to any terms specifically defined elsewhere herein, for the purposes of this ITQ and any resulting Contract, the following terms shall mean:

"Acquisition" means governmental issuance of solicitations for IT goods and services.

"Agency" means the agency identified on the ITQ cover sheet that is issuing the ITQ and, as used and to the extent used in the Contract, any other agency(ies) or governmental entity(ies) of the State that purchases from the Contract once executed.

"Contract" means the contract(s) entered into with the successful Respondent(s) as identified on the ITQ Cover Sheet and more fully described in Section 7 (Terms and Conditions).

"Contractor" or **"Vendor"** means the successful Respondents to this ITQ that ultimately enter into a Contract as a result of this ITQ.

"Governmental Entity" means state and local governments and non-profit organizations as long as permissible under law. Other states through cooperative purchasing entities.

"IMPACS" means the Iowa Management of Procurement and Contracts System. - <https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=DASIowa>

"IT" means information technology.

"ITQ" means this Invitation to Qualify as amended and any attachments, exhibits, schedules or addenda hereto.

"Master Agreement" (MA) means a competitively solicited IT contract for goods and/or services that establishes prices and terms & conditions for the purchase of information technology goods and services of general use. Agencies and Political Subdivisions (counties, cities, schools, etc.) may purchase any dollar amount from an MA without the need for any further competitive process.

"PASS" means Professional Acquisition Support Services.

"Proposal" means the Respondent's proposal submitted in response to the ITQ.

"Respondent" means a potential contractor submitting a Proposal in response to this ITQ.

"Responsive Proposal" means a Proposal that, in the Agency's sole determination, complies with the material provisions of this ITQ.

"State" means the State of Iowa, including the Agency identified on the Contract Declarations & Execution Page(s), and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this ITQ.

"Terms and Conditions" means the terms and conditions in Attachment #3 and any other terms and conditions stated in this solicitation.

Section 2. Scope of Work

This section lists the scope of this solicitation. By submitting a proposal, the Respondent agrees to meet all stated scope in this section as well as any other terms and conditions stated in this solicitation. **Items in this section will be considered when evaluating and scoring the Respondent’s technical proposal.**

2.1 Overview

The intent of this procurement is to contract Acquisition Subject Matter Experts to supplement the current lack of knowledge and expertise in any one or many areas of the acquisition lifecycle, **which is not intended to be utilized to provide staff augmentation services.** The services may be required in any phase of the acquisition lifecycle, as shown in the categories below.

The resulting master agreement(s) from this ITQ is intended to supplement the resources needed to assist procurement personnel in obtaining the desired goods and/or services. For example, if the governmental entity has the need to procure IT consulting services, the awarded Acquisition Support Services Contractor will assist in writing specifications and/or develop an RFX and/or provide any other acquisition support services that will provide the governmental entity with a resulting contract for such services.

Category #1	Category #2	Category #3	Category #4
Acquisition Planning Review Services Requirement Analysis Specification Writing Strategic Planning	<u>Market Research</u> Market Analysis Cost Analysis Benchmarking	<u>Solicitation and Award</u> RFX Development Evaluation Support Post-award Support	<u>Contract Management</u> Contract Development Contract Administration Negotiation Vendor Management

2.2 Statement of Work Acronyms

“BAFO” means Best and Final Offer.

“CAP” means Contract Administration Plan.

“KPI” means Key Performance Indicators

“NOIA” means the Notice of Intent to Award.

“PASS” means professional acquisition support services.

“RFX” means any solicitation type including: Request for Bids, Request for Proposal, Request for Information, Request for Quote and Invitation to Qualify.

“SME” means Subject Matter Expert

2.3 Acquisition Planning - Category #1

This category of services is for the **consultation and/or assistance** in the development of a scope of work (SOW), specifications or requirements. Services within this category are as follows:

2.3.1 Review Services

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Provide recommendations to amend and develop specifications, requirements, and SOW to produce correct, clear, and concise obligations for all parties with respect to the needed goods or services. Review services shall include verification, validation, and recommendation to reflect the following:

- a. The wording of the SOW shall be precise.
- b. The overall message should be clear, exact and understandable.
- c. The specifications or requirements should simplify the process.
- d. The SOW, specifications or requirements should provide a relatively easy process to verify acceptance or rejection.
- e. The SOW, specification, or requirement should not be restrictive but be broad enough to allow competition. If there is justification for a restrictive SOW, specification or requirement, the recommendation shall clearly explain the need for the restrictive specification.
- f. The SOW, specification or requirement should provide built-in flexibility that is applicable to the industry.

2.3.2 Requirement Analysis

Requirement analysis is value analysis applicable to the writing of specifications or SOW to eliminate products and services that are not cost-effective. The Respondent shall identify and make recommendations to specifications, requirements or the SOW to ensure that an agency will obtain the best products or services or meet the goals available in the market at prices determined fair and reasonable. Requirement analysis services shall include review, analysis and recommendation plus clearly identify how the specification/scope of work may be amended/changed to reflect the following, as applicable:

- a. Eliminate a requirement that is not cost-effective.
- b. Improve the quality level without impacting the cost(s).
- c. Describe the requirement(s) of quality standards to increase the service life.
- d. Achieve total value, i.e. not only initial expense as the award factor.

2.3.3 Specification Writing (Technical)

The Respondent's support team members shall possess strong communication skills. In addition, technical writers shall have the skills to research and effectively interview subject matter experts (SMEs) if they are not the SMEs themselves. The technical writer should gather information and communicate complicated ideas clearly and informally. The Respondents shall be able to provide specification writing services for all types of specifications, such as design specifications, performance specifications, or Scopes of Work.

2.3.4 Acquisition Strategy Plan

The procurement team is made up of stakeholders who will participate in developing the procurement strategy plan. Stakeholders are individuals who have an interest in the needed goods or services. These individuals provide a significant contribution to the effort based on their subject matter expertise of the project scope or deliverables. Depending on the complexity of

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the procurement, support services may be needed to develop the plan. Services within this category are as follows:

2.3.4.1 Procurement Plan Development and Review

The Respondent shall provide services to include advice and recommendations for all elements of the plan, including approaches, options, strategies, risks, contracting methods, competition, sources, cost, milestone schedule, etc. Information gathered shall be provided in a report form to develop a procurement plan. The plan shall contain the following information:

2.3.4.2 Acquisition Background

- a. Proposal Narrative - Description of Need
- b. Background and History
- c. Contract Type: Unit Costs or Lump Sum
- d. Performance Period
- e. Capability and Capacity of Performance
- f. Estimated Schedule
- g. Estimated Cost

2.3.4.3 Plan of Action

- a. Solution Description
- b. Potential Sources
- c. Interested Sources
- d. Market Research Results
- e. Acquisition Approach
- f. Competition
- g. Source Selection Procedures
- h. Contracting Considerations, Incentives or Damages
- i. Other Considerations

2.3.4.4 Contract Administration

- a. Monitoring timelines with milestones
- b. Monitoring performance during the contract period
- c. Verifying contractor's performance of the SOW

2.4 Market Research – Category #2

The Respondent shall research available suppliers and compare the services and costs of obtaining goods or services from different providers. Information gathered shall be provided in a report form for use in the development of a competitive solicitation. The Respondent shall provide advice and recommendations for all elements of market research, including approaches, options, strategies, risks, methods, competition, sources, cost, milestones, etc. This category of services is for **consultation and/or assistance** with market research services. The Respondent shall consider the following:

- a. All parties shall agree upon the Market Research Plan before any commencement of services.
- b. The methodology to be used should be clearly specified and agreed upon by all parties.
- c. The target markets should be clearly identified.

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- d. The research should be broad enough to capture the largest possible data set.
- e. The research should provide some built-in flexibility that is applicable to the industry.
- f. The research should be based on current economic conditions.

2.4.1 Market Analysis

The Respondent shall:

- a. Research available suppliers and compare services and costs
- b. Assess the competitive landscape and identify key market players.
- c. Analyze market trends, pricing structures, and supplier capabilities.
- d. Provide a detailed report on the market conditions, including Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis.
- e. Analyze past purchases of similar products or services
- f. The research should include existing government-wide contracts for available goods and services.
- g. Provide alternative solutions based on research, if applicable

2.4.2 Cost & Pricing Analysis

A Cost & Pricing Analysis conducted before a solicitation is released will assist the governmental entity in determining how to capture all costs related to a project, determine which method is best for evaluating cost, and determine if the budget for the project is realistic. Cost & Pricing Analysis may also be conducted after BAFOs are received. Cost & Pricing Analysis may also be conducted post-award for contract renewals, modifications, or assistance in the determination of termination due to non-compliance with contract terms. This category of services is for consultation and/or assistance with Cost & Pricing Analysis services. The Respondent shall assist in developing estimated cost and price elements for the work to be performed. Cost & Pricing Analysis services shall include, but are not limited to:

- a. Develop plans and alternatives for effective price competition
- b. Informing of the impact of budget on technical, contract, and pricing outcomes
- c. Analyze other solutions to assess price competitiveness
- d. Provide a projected, anticipated, or probable cost
- e. Provide a benchmark for establishing cost analysis
- f. Developing evaluation support documentation to help the State validate the reasonableness of proposed labor rates as well as indirect rates (fringe, overhead, general and administrative, plus materials)
- g. Providing a make-or-buy analysis
- h. Providing a go, no-go analysis
- i. Developing and analyzing BAFO requests
- j. Providing cost analysis during RFX evaluation

2.5 Solicitation Preparation or Review – Category #3

This category of services is used for **consultation and/or assistance** with solicitations. Services within this category are as follows:

2.5.1 Review Services

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The Respondent shall provide recommendations to develop or amend any part of the solicitation document to produce correct, clear, and concise obligations of all parties with respect to the needed goods or services. Review services shall include verification, validation, and recommendation to improve at minimum the following sections of the solicitation:

- a. Scope of work, specifications or requirements
- b. Standard RFx clauses
- c. IT Terms and Conditions including any Special Terms and Conditions
- d. Evaluation criteria.
- e. Proposal format.
- f. Administrative, technical and cost response requirements.
- g. Scoring Matrix.

2.5.2 Solicitation Development and Support

The Respondent shall develop and prepare the solicitation document. The solicitation document shall include all appropriate solicitation terms and conditions. Solicitation development activities include:

- a. Prepare solicitation documents
- b. Develop and prepare evaluation criteria, evaluation standards and scoring system
- c. Serve as Issuing Officer
- d. Post the solicitation to the required locations
- e. Support active solicitations
- f. Participate in Respondent communication
- g. Support evaluation team development
- h. Instruct evaluation team members on roles and responsibilities
- i. Ensure Conflict of Interest/Nondisclosure forms are signed by evaluators
- j. Prepare evaluation sheets or score sheets
- k. Review each technical proposal for Responsiveness
- l. Facilitate the evaluation process
- m. Conduct a Cost Analysis (See Section 2.5.3)
- n. Best and Final Offer (BAFO) support
- o. Negotiation support
- p. Issue a Notice of Intent to Award (NOIA)

2.5.3 Cost Analysis

Cost Analysis is conducted after the technical proposals have been scored. After scoring the technical proposal(s), determine if cost proposals are acceptable and fair. The Respondent shall clearly understand the requirements and be consistent with the unique methods of performance and materials described in the Offeror's technical proposal. The Respondent shall:

- a. Review and evaluate specific elements of each Offeror's proposed cost estimate to determine whether the cost estimate is realistic for the work to be performed
- b. Review contract risk factors
- c. Develop a Purchasing Entity's probable cost estimate
- d. Conduct cost-to-technical analysis

2.6 Contract Development – Category #4

The Respondent shall assist the government entity in formulating the contract between the awarded contractor and the government entity. This category of services is for **consultation and/or assistance** with contract development. Services within this category are as follows:

2.6.1 Contract Development

Requirements of the Respondent shall include:

- a.** Knowledge of the governmental entity's procurement rules and regulations.
- b.** Knowledge of the entity's IT General Terms and Conditions and Special Terms and Conditions
- c.** Appropriate staff with the level of experience to handle the different needs or difficulties of the contract.
- d.** Developing a schedule for the completion of the contract.
- e.** Existing legal staff available to vet the contract for each entity's legal requirements.
- f.** Negotiate with the awarded contractor's team to produce an amicable contract for both parties.
- g.** Formatting the contract to the entity's preference.
- h.** Ability to handle supplemental agreements or legal issues arising out of the contract's formation for the duration of the contract.

2.6.2 Contract Management

Contract management refers to post-award type activities, such as contract implementation, contract administration, measurement of work completion and payment computation. Moreover, it involves monitoring a contract, making important changes and modifications to the contract, and dealing with related problems. Activities in contract management facilitate a positive working relationship between the government customer, procurement staff, and the contractor under contract for the successful implementation of the contract award. The Respondent can assist the government procurement staff and program managers in various capacities of administration and facilitation with the contractor, not including any inherent governmental duties. Services within this category are as follows:

2.6.2.1 Contract Administration

Manage the relationship between the awarded contractor and the end user, including monitoring contract fulfillment on the part of government entities. Create contract renewals and amendments. Assist in determining if the awarded contractor is not in compliance with the contract terms.

2.6.2.2 Development of the Contract Administration Plan (CAP)

Define how the contract will be administered. Monitor contractor compliance with the terms of the contract, including site visits and labor interviews.

Contract Administration Plan topics may include:

- a.** Project description
- b.** Period of performance
- c.** The implementation schedule, critical milestones and/or delivery dates
- d.** Critical path tasks and deliverables

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- e. Roles and responsibilities
- f. Data and reporting
- g. Inspection and acceptance
- h. Personnel requirements
- i. Testing
- j. Warranty provisions
- k. Watch list items
- l. Special terms and conditions
- m. Insurance
- n. Process for managing change and issue resolution

2.6.2.3 Contract Change Orders & Modifications

Assist in the review of changes to the original contract resulting from the purchasing entity's actions or directions that impact the cost, scope or schedule for performance. Determine if a constructive change has occurred that is any action or inaction on the part of the entity that has not been made through a formal change order, which causes the Contractor to perform additional work outside the scope of the original contract. The Respondent may assist the government procurement staff and program managers in reviewing and recommending the appropriate contract modification.

2.6.2.4 Vendor Performance Plan Development and/or Review

The Respondent shall have experience drafting comprehensive plans outlining the entity and vendor responsibilities and requirements in an easy-to-understand document. The plan shall describe the processes needed and recommend tools that will guide the contracting agency through the vendor performance evaluation. The plan shall include, but not be limited to:

- a. Improve communication between buyers and contractors regarding performance
- b. Encourage better performance and accountability through incentives and penalties
- c. Enable performance analysis through Key Performance Indicators (KPI) and benchmarking
- d. Capture performance data
- e. Identify strategic priorities and set targets
- f. Capture performance data
- g. Meet strategic priorities and improve programs

The plan shall include the method for scoring and weighting the evaluation criteria and how scores shall be tied to an award or incentive fee determination along with penalties. The plan shall explain how contractors shall receive evaluation criteria, be informed of their performance during the contract, be debriefed at the end of the contract, and how appeals are handled.

2.6.2.5 Vendor Performance Evaluation Program

Contract closeout involves several activities. Unlike a purchase order where receipt of the items ordered and subsequent payment constitute closure, a contract requires documentation to the contract file, including a written report describing and analyzing the Contractor's performance. A quality vendor performance review (aka performance evaluation) assesses how the contractor is performing against Key Performance Indicators (KPI) and Service Level Agreements (SLA) established in the vendor's contract. However,

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it can also show non-contractual performance issues, such as incidents that aren't measured by a service level.

2.6.2.6 Evaluation Program

The Respondent shall understand and have insights into the requirements needed to develop a vendor performance evaluation program. The contractor shall work with the purchasing entity to determine information that is useful in creating a vendor performance evaluation to include, but not limited to:

- a. When is the vendor performance evaluation needed, and how often should it be measured?
- b. The KPIs, such as contract compliance, customer satisfaction, cost competitiveness, cost control, continuous improvements, and timeliness, should be clearly identified along with the formulation of templates for the evaluation, which shall become standardized.

Section 3. Administrative Information

3.1 Compliance with Solicitation

It is the Respondent's responsibility to read this entire document, all attachments, and any addenda thereto and to comply with all requirements specified herein.

3.2 Respondent Business Registration

Successful Respondents shall register with the Iowa Secretary of State before the Agency will enter into a contract with the successful Respondent; registration is not required before the Notice of Intent to Award ("NOIA") is issued. See the Secretary of State's [business filings page](#). Agency contractors are responsible for maintaining current and accurate registration information during the term of the contract.

3.3 Restriction on Respondent Communication

From the issue date of this solicitation until a NOIA is issued, Respondents may contact only the Issuing Officer concerning this solicitation. The Issuing Officer is the sole point of contact for the solicitation from the date of issuance until a NOIA is issued, except as otherwise directed by the Issuing Officer or as otherwise noted in the solicitation. The Issuing Officer will respond only to written questions regarding the procurement process. Oral questions related to the interpretation of this solicitation will not be accepted unless expressly noted otherwise. Respondents may be disqualified if they contact any State employee other than the Issuing Officer about the solicitation, except that Respondents may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses. This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Respondent and the State.

3.4 Downloading the solicitation from the Internet via IMPACS

The solicitation document and any addenda to the solicitation will be posted within the solicitation in [IMPACS Electronic Procurement System](#). The version of the solicitation posted on IMPACS is the official version. The Agency will only be bound by the official version of the solicitation documents. The Respondent is responsible for checking IMPACS periodically for addenda to this solicitation, particularly if the Respondent downloaded the solicitation, as the Respondent may not automatically receive addenda.

3.5 Procurement Timetable

The procurement timetable on the solicitation cover sheet and IMPACS dates are provided for informational and planning purposes. The Agency reserves the right to change the dates. If the Agency changes any of the deadlines for Respondent submissions, the Agency will issue an addendum to the solicitation and notify registered Respondents.

3.6 Questions, Requests for Clarification, and Suggested Changes

Respondents who indicate their intent to submit a response to the solicitation in IMPACS can submit written questions, clarifications, or proposed changes regarding the solicitation. Oral questions are not accepted. Please reference the page and section numbers of the solicitation when submitting each question or comment. If the Agency will provide a written response, such response will be provided on or before the date listed on the solicitation cover sheet and IMPACS. If the Agency decides to adopt a suggestion that modifies the solicitation, the Agency will issue an addendum to the solicitation.

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Failure to raise a question, request for clarification, or suggestion through this process shall constitute a waiver of any objection or argument as part of any subsequent vendor appeal. This waiver is intended to ensure the State is able to correct any material issues or errors in an efficient fashion and in a manner that is fair to all Respondents. Questions shall be posted in IMPACS, and the Agency will post responses within IMPACS.

3.7 Submission of Proposals

The Respondent shall submit the Proposal in the State's [IMPACS Electronic Procurement System](#) before the "Proposals Due" date and time listed on the ITQ cover sheet. This is a mandatory specification and will not be waived by the Agency. Any Proposal received after this deadline will be rejected. Respondents submitting Proposals shall allow ample upload time to ensure timely receipt of their Proposals. It is the Respondent's responsibility to ensure that the Proposal is received prior to the deadline. Electronic mail and faxed Proposals will not be accepted. There is a 50MB per file size limitation but no limit to the number of files.

Respondents shall furnish all information necessary to enable the Agency to evaluate the Proposal. The Respondent is solely responsible for the proposal's preparation and delivery costs. Oral information will not be considered and is not part of any proposal.

3.8 Release of Claims

By submitting a proposal, the Respondent agrees that it will not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided in the solicitation or concerning the Agency's failure, negligent or otherwise, to provide the Respondent with pertinent information in this solicitation.

3.9 Disposition of Proposals

Except as otherwise provided herein, all proposals submitted in response to this solicitation become the property of the State and shall not be returned to the Respondent. Once the Agency issues a Notice of Intent to Award the contract, the contents of all proposals will be subject to relevant open records laws, including but not limited to Iowa Code chapter 22. Respondents shall complete Form 22 to assert confidentiality over relevant portions of submitted proposals.

3.10 Form 22 - Request for Confidentiality

The Agency's release of public records is governed by Iowa Code chapter 22 and corresponding fair information practices rules. Respondents shall complete a confidentiality form (Form 22) within IMPACS detailing all claims Respondent makes regarding confidentiality. By claiming confidentiality within a submission, Respondent is asserting that the information does, in fact, qualify for confidential treatment under Iowa or other applicable laws.

Failure to request confidential treatment will be treated as a waiver of such claims. Blanket requests to maintain an entire proposal as confidential will be categorically rejected. Respondents may not request confidential treatment with respect to information or sections of their proposals specifically identified by the Agency in the solicitation as being non-confidential or subject to public disclosure.

In the event the Agency receives a public request for information marked confidential, the Agency will provide written notice to the Respondent seventy-two (72) hours prior to the release of the information to allow the Respondent time to seek injunctive relief.

3.11 Copyright Permission

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By submitting a proposal, the Respondent agrees that the Agency may copy the proposal for purposes of facilitating the evaluation of the proposal or to comply with open records laws to the extent required by law. By submitting a proposal, the Respondent represents and warrants that such copying will not violate any third party intellectual property rights.

3.12 Amendment and Withdrawal of Proposal

Respondents can amend or withdraw their proposals in IMPACS at any time before the submission deadline.

3.13 Late proposals

Late proposals, regardless of cause, will not be considered for evaluation. It is the Respondent's sole responsibility to ensure delivery prior to the deadline stated on the solicitation cover sheet and IMPACS.

3.14 Response Opening

The Agency will open proposals after the deadline for submission of proposals has passed. The proposals will remain confidential until the Agency has issued a Notice of Intent to Award a Contract. See Iowa Admin. Code r. 129—10.15. However, the names of Respondents who submitted timely proposals will be publicly available after the proposal opening. The announcement of Respondents who timely submitted proposals does not mean that an individual proposal has been deemed technically compliant or accepted for evaluation.

3.15 Proposal Corrections

Respondents are expected to follow the requirements set forth in this Solicitation. However, it is not the Agency's intent to disqualify proposals that suffer from correctable flaws. At the same time, it is important to maintain fairness for all Respondents in the procurement process. Therefore, the Agency reserves the right to, in its sole discretion, permit cure of variances, waive variances, or disqualify Respondents for reasons that impact the fairness of the competition. In the event that the Agency waives or permits cure of variances, such waiver or cure will not modify the Solicitation or excuse the Respondent from full compliance with the Solicitation and contract requirements.

3.16 Proposal Clarification

The Agency reserves the right to contact a Respondent to seek clarification of a proposal. The clarification process cannot be used as a means to materially rewrite a proposal, but the process can be used as a way to correct misstatements in the document or clarify inconsistencies. Proposal pricing cannot be altered through the clarification process outside of a BAFO. An individual authorized to legally bind the Respondent shall sign responses to any request for clarification.

3.17 Reference Checks

The Agency may contact references as part of the proposal evaluation process and take information obtained through those contacts into consideration in the proposal evaluation process as part of the proposal evaluation process and take information obtained through those contacts into consideration in the proposal evaluation process.

3.18 Criminal History and Background Investigation

The Agency reserves the right to perform a criminal history check and background investigation(s) of the Respondent, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract. By submitting its proposal, Respondent hereby

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authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Respondent, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract and will fully cooperate with the Agency in obtaining any required waivers or releases required to complete any such criminal history check and background investigation(s).

3.19 Ancillary Information & Evaluators

The Agency reserves the right to obtain and consider information from other sources concerning a Respondent, including but not limited to the Respondent's performance under other contracts, the qualifications of any subcontractor identified in the proposal, the Respondent's financial stability, past or pending litigation or debarments, and other publicly available information such as subject matter experts or information supplied from current contract managers or subject matter experts. Such information may be used in evaluating Respondent's proposal, verifying the information contained in the proposal, or assessing Respondent's qualifications and the qualifications of any subcontractor identified in the proposal. The Agency may consider information elicited in or supplied in response to one section of the solicitation when evaluating the Respondent's proposals in the context of other sections of the solicitation.

Contract managers or other personnel who may have personal experience with prospective Respondents may possess extraordinarily valuable program expertise, such that they are valuable, if not indispensable, assets to an evaluation committee. Therefore, contract managers and other personnel may serve on the evaluation committee in evaluating proposals submitted in response to this solicitation. Contract managers and such other personnel serving as evaluators will guard against the interjection of bias for or against any incumbent, but, like all other evaluators, may consider their experiences with all Respondents and any other extrinsic evidence known to them if relevant to what is being evaluated.

3.20 Verification of Proposal Contents

The Respondent's proposal is subject to verification. If the Agency finds any misleading or inaccurate information at any point during proceedings, it may reject the proposal, and if applicable, withdraw the NOIA and award the contract to another Respondent. If misleading or inaccurate content is discovered after a contract is executed, the Agency may void the proposal or contract, terminate the contract, or pursue remedies such as suspension, debarment, or damages for breach of contract.

3.21 Best and Final Offer

The Agency may request a best and final offer (BAFO) from Respondents during the evaluation process. If the Agency chooses to request a BAFO, the Issuing Officer will provide written instructions, and Respondents will have five (5) business days from the date of the Agency's request to submit their BAFOs. The BAFO shall be accompanied by a transmittal letter signed by an authorized representative. Respondents will not be required to submit a BAFO if they believe the original offer is competitive; however, if a Respondent submits a BAFO, the BAFO will serve to replace the original cost proposal in scoring.

3.22 Award Notice and Acceptance Period

A Notice of Intent to Award (NOIA) the contract(s) will be sent to all Respondents submitting a timely proposal. Negotiation and execution of the contract(s) shall be completed no later than thirty (30) days from the date of the NOIA or such other time as designated by the Agency. If the successful Respondent fails to negotiate and deliver an executed contract by that date, the Agency, in its sole discretion, may cancel the award and award the contract to another Respondent.

3.23 Exclusivity

Any contract resulting from this solicitation shall not be an exclusive contract.

3.24 No Minimum Guaranteed

The Agency does not guarantee any minimum level of purchases under the contract.

3.25 No Commitment to Contract/No Rights until Execution

The Agency reserves the right to reject any or all proposals received in response to this solicitation at any time prior to the execution of the contract. Issuance of this solicitation in no way constitutes a commitment by the Agency to award a contract. No Respondent shall acquire any legal or equitable rights regarding the contract unless and until the contract has been fully executed by the successful Respondent and the Agency. See Section 7 for additional information related to the contracting process and the terms and conditions governing any resulting contract.

3.26 Use of Subcontractors

The Agency acknowledges that the successful Respondent may contract with third parties for the performance of any of the successful Respondent's obligations. The Agency reserves the right to provide prior approval for any subcontractor used to perform services under any contract that may result from this solicitation.

3.27 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts that may be offered or received by a State official or employee. Violations of Chapter 68B or other attempts to bribe a public official may result in civil or criminal sanctions.

3.28 Respondent Continuing Disclosure Requirement

To the extent that Respondent is required by this solicitation to report any incidents, including but not limited to contractual penalties, disbarments, or felony convictions, the disclosure obligation is continuing. Incidents occurring after the submission of a proposal and with respect to the successful bidder after the execution of a contract shall be disclosed within thirty (30) days from the date of the incident, regardless of any appeal rights. Failure to disclose may result in proposal disqualification or contract termination. If an omission is brought to the attention of an Agency as part of the appeal process set forth below, and the omission is determined to be potentially material, the appropriate remedy is for the applicable tribunal to remand the matter back to the Agency for it to determine whether the omission was, in the Agency's sole discretion, material, and whether to cancel the award and award the contract to another respondent.

3.29 Appeals

3.29.1 Generally. A Respondent whose proposal has been timely filed and who is aggrieved by the Notice of Intent to Award may appeal the decision by filing a written Notice of Intent to Appeal in accordance with Iowa Administrative Code rule 129–11.3 to the Issuing Officer. The Notice of Intent to Appeal shall be filed within five (5) business days of the Notice of Intent to Award date. Following the Agency's receipt of the Notice of Intent to Appeal, the Agency will transmit to the Appellant the materials required by and in accordance with Iowa Administrative Code rule 129–11.3(2). An Appellant shall not be entitled to additional discovery, materials, or information in furtherance of the Appeal unless and until the proceedings advance to a second-tier review in accordance with Iowa Administrative Code chapter 129–11.

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3.29.2 Appeal Bond/Security. Pursuant to Iowa Admin. Code chapter 129, the bonds applicable to appeals from the NOIA are as follows:

3.29.2.1 First-tier appeal bond: 5% of the contract value, as determined by the Agency.

3.29.2.2 Second-tier appeal bond: 25% of the contract value, as determined by the Agency.

3.29.2.3 Stay of proceedings bond: as required by rule.

All bonds are due on the date of the corresponding appeal or application for a stay of proceedings. Appellant forfeits an appeal bond or security if, as determined by the Agency, following resolution of the appeal, the appeal is determined to have had little or no factual or legal basis and was primarily filed to frustrate the procurement process or cause hardship for the Agency or another vendor. Failure to supply the Agency with an appeal bond or security required by this section shall result in the dismissal of the appeal. An appeal bond or security may be by certified check, cashier's check, certificate of deposit, irrevocable letter of credit, bond, or other security acceptable to the Agency. These requirements will not be waived by the Agency.

3.30 Choice of Law and Forum

This solicitation shall be governed by the laws of the State of Iowa, without giving effect to the choice of law principles of Iowa law. Any litigation in connection with this solicitation, shall be brought and maintained in the state or federal courts sitting in Polk County, Iowa.

3.31 Order of Precedence

If there is a conflict between a specific provision in this solicitation or those in any resulting contract documents the conflict shall be resolved according to the following priority, ranked in descending order: (1) the contract; (2) the solicitation; (3) the proposal.

Section 4. Form and Content of Proposals

These instructions describe and define the format and content of the Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the Proposal format may result in the rejection of the Proposal.

4.1. Form of Proposal

4.1.1. The Technical Proposal shall be labeled as a separate electronic file. The file shall be labeled with the following information:

ITQ-185-2189-2025 – Respondent Name – Technical Proposal

4.1.2. **All files shall be attached to the Respondent's submission in [IMPACS](#).**

4.1.3. If the Respondent designates any information in its Proposal as confidential pursuant to Section 3, the Respondent shall also submit a public copy of the Proposal from which confidential information has been redacted as provided in Section 3. This copy shall be marked "Public Copy". ***Respondents MAY NOT seek confidential treatment of their Cost proposal, in whole or in part.***

ITQ-185-2189-2025– Respondent Name – Public Copy

4.1.4. Proposals shall not contain promotional or display materials.

4.1.5. If a Respondent proposes more than one solution to the ITQ, each shall be labeled and submitted as a separate Proposal and evaluated separately.

4.2. **Exceptions to Terms and Conditions:** Contractual Terms and Conditions are available on IMPACS as an attachment and attached to this ITQ as Attachment #3. If the Respondent takes exception to any Terms and Conditions, the Respondent shall submit a separate electronic file consisting of a redlined Microsoft Word document of the Terms and Conditions. Any exceptions should be accompanied by an explanation for the modification. Objections raised during the solicitation process will be considered during the evaluation process and contract negotiations. Objections that are not raised during the solicitation process are waived and will not be considered at later stages. The Agency's receipt of objections to the Terms and Conditions does not imply acceptance or agreement to any proposed objections. The Contract(s) awarded by the Agency will include the specifications, terms, and conditions outlined in the original solicitation. It may also include any written changes or clarifications made by the Agency through amendments or addenda, the successful Respondent's proposal, and any other necessary terms decided by the Agency.

Section 5. Technical Proposal Contents

This Section lists the required proposal contents related to this solicitation. By submitting a proposal, the Vendor agrees to meet all stated scope in Section 2 as well as any other terms and conditions stated in this solicitation. Items in this section will be considered in evaluating and scoring the Respondent's technical proposal. The following documents and responses shall be included in the proposal in the order given below ("Proposal Contents"):

5.1. Transmittal Letter

An individual authorized to legally bind the Respondent shall sign the transmittal letter, including the Respondent's mailing address, email address, and telephone number.

5.2. Title Page

The Respondent will include a title page that includes an authorized representative along with the proposal number.

5.3. Table of Contents

Include a table of contents that includes references to all Attachments.

5.4. Executive Summary

The Respondent shall prepare an executive summary and overview of the goods and/or services it is offering, including all the following information:

5.4.1. Statements that demonstrate that the Respondent has read, understands and agrees with the terms and conditions of the solicitation, including all addenda and attachments hereto.

5.4.2. Confirmation that Respondent has read the Scope of Work and that Respondent understands the scope and nature of the goods and/or services being solicited.

5.4.3. An overview of the goods and/or services Respondent is offering in response to this solicitation.

5.4.4. An overview of the Respondent's plans for complying with the specifications and requirements of this solicitation.

5.4.5. Any other summary information the Respondent deems to be pertinent.

5.5. Respondent Background Information

The Respondent shall provide the following general background information:

5.5.1. Name, address, telephone number, and e-mail address of the Respondent, including all d/b/a's or assumed names or other operating names of the Respondent and any local addresses and phone numbers.

5.5.2. Form of business entity, e.g., corporation, partnership, proprietorship, limited liability company.

5.5.3. State of incorporation, state of formation, or state of organization.

5.5.4. The location(s) including address and telephone numbers of the offices and other facilities that relate to the Respondent's performance under the terms of this solicitation.

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- 5.5.5. Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the proposal.
- 5.5.6. Name, address and telephone number of the Respondent's representative to contact regarding scheduling and other arrangements.
- 5.5.7. Name, contact information and qualifications of any subcontractors who will be involved with this project the Respondent proposes to use and the nature of the goods and/or services the subcontractor would perform.
- 5.5.8. Does your home state have a preference for instate vendors? Yes or No. If yes, please include the details of the preference.
- 5.5.9. The Respondent shall also fill out Attachment #1

5.6. Scored Technical Specifications

Respondents are not required to address responsibilities that are specifically designated as Agency responsibilities. The Agency has wide latitude in scoring and is not obligated to score all aspects of proposals submitted.

5.6.1. Scope of Work

The Respondent shall address each component of the Scope of Work by first restating the component followed by details of the Respondent's planned approach immediately following the restated text. Proposal responses should provide sufficient detail so that the Agency can understand and evaluate the Respondent's approach. Respondents shall be expected to be able to provide services in all four of the categories.

- 5.6.1.1. **Acquisition Planning - Category #1**
- 5.6.1.2. **Market Research – Category #2**
- 5.6.1.3. **Solicitation Development - Category #3**
- 5.6.1.4. **Contract Management - Category #4**

5.6.2. Approach Method

The Respondent shall provide a detailed work plan outlining how services will be delivered, including timelines, milestones, personnel, and deliverables. The Respondent shall also describe their use of innovative approaches and best practices in acquisition support services.

5.6.3. Experience

The Respondent shall provide the following information regarding its experience:

- 5.6.3.1. Number of years in business.
- 5.6.3.2. Number of years of experience with providing acquisition support services. This includes their familiarity with state acquisition regulations, strategic sourcing, the acquisition lifecycle, and state and federal regulations.
- 5.6.3.3. Certifications for or description of technical experience in providing the types of goods and/or services sought by the solicitation.
- 5.6.3.4. A list of all goods and/or services similar to those sought by this solicitation that the Respondent has provided to other businesses or governmental entities.

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- 5.6.3.5.** Letters of reference from three (3) previous customers or clients knowledgeable of the Respondent's performance in providing goods and/or services similar to the goods and/or services described in this solicitation and a contact person and telephone number for each reference.

5.6.4. Key Personnel

The Respondent shall provide resumes for all key personnel who will be involved in providing the goods and/or services contemplated by this solicitation. The following information shall be included in the resumes:

5.6.4.1. Full name.

5.6.4.2. Education.

5.6.4.3. Years of experience and employment history, particularly in relation to the specifications of the solicitation.

5.6.5. Quality Assurance

Describe the standards or indicators that will be used to measure the quality or quantity of work to be performed. Consider how the Agency will monitor the performance of the Respondent during the contract. Indicate any progress points when partial payments may be made, how work progress will be evaluated, or what corrective measures may be taken.

5.6.6. Project Organization

Describe the organizational and operational structure you intend to utilize for the work described in the solicitation and identify the responsibilities that will be assigned to staff.

5.6.7. Risk Management

Describe your approach to risk management and any programs you have in place to avoid hazards that are specific to the services provided.

5.6.8. Optional Goods or Services

In addition to the specific goods and/or services identified in the Scope of Work, the State may need to procure goods and/or services related to the core goods and/or services forming the basis of this solicitation. Note that Respondents are not required to provide optional services or goods as a condition of submitting a proposal.

Section 6. Evaluation and Selection

6.1. Introduction

This section describes the evaluation process that will be used to determine which proposal(s) provides the greatest benefit to the State. Proposals that are submitted in a timely manner and not rejected will be reviewed and evaluated in accordance with the Evaluation and Selection section of the solicitation. The Agency will not necessarily award the Contract to the Respondent offering the lowest cost to the Agency. Instead, the Agency will award to the Respondent whose proposal the Agency believes will provide the best value to the State. proposals will generally be evaluated according to completeness, content, experience, ability and responsibility of the Respondent and its staff, and cost.

6.2. Evaluation Committee

The Agency will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this solicitation. The Agency will use an evaluation committee to review and evaluate the technical proposals. Based on the evaluation results, the evaluation committee will recommend an award to the Agency or to another person or entity who shall approve the recommendation.

6.3. Technical Proposal Evaluation and Scoring

6.3.1. All Technical proposals will first be reviewed to determine if they comply with the requirements in the solicitation. By way of example only, the Issuing Officer will review the Respondent's Technical Proposal for responsiveness and compliance with the requirements of the solicitation, including review of:

6.3.1.1. Respondent's Technical proposal to ensure it satisfies the Form and Content requirements of Section 4 (Form and Content of Proposals).

6.3.1.2. The Respondent's Technical Proposal to ensure the Respondent has completed and submitted all necessary attachments in accordance with all applicable instructions and requirements

6.3.1.3. The Respondent's certifications/disclosures, reference checks, or other background investigation materials, including but not limited to the Respondent's Criminal History, litigation or debarment history, or financial condition, to determine whether the Respondent is a responsible Respondent. The issuing officer may consult with subject matter experts, such as accountants, to review the Respondent's financial condition and determine whether the Respondent is a responsible Respondent.

6.3.1.4. The Respondent's Technical Proposal and all other attachments to determine whether the proposal should otherwise be rejected or is a non-responsive proposal.

6.3.2. The Technical Proposals will then be evaluated and scored by the evaluation committee based on the evaluation categories identified in the Scored Technical Specifications and in accordance with the relative weights accorded to each evaluation category.

6.3.3. Minimum Technical Proposal Score

Technical Proposals shall receive at least 70% of the available points in order to be eligible to be awarded the contract. Respondents who do not receive at least 70% of the points available for the Technical Proposal will not be eligible for further consideration in the solicitation.

6.3.4. Recommendation of the Evaluation Committee. The evaluation committee shall present a final ranking and recommendation(s) to the Award decision-maker for consideration. In

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making this recommendation, the committee is not bound by any scores or scoring system used to assist with initially determining the relative merits of each Proposal. This recommendation may include but is not limited to, the name of one or more Respondents recommended for selection or a recommendation that no Respondent be selected. The Award decision-maker shall consider the committee's recommendation when making the final decision but is not bound by the recommendation.

Section 7. Contract Terms, Conditions and Administration

7.1 Contract Terms and Conditions

The Contract(s) that the Agency expects to award as a result of this ITQ shall comprise the specifications, terms and conditions of the ITQ, written clarifications or changes made by the Agency to the ITQ through an amendment to the ITQ in accordance with the provisions of the ITQ, the Terms and Conditions, the offer of the successful Respondent contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Respondent to the provisions or terms and conditions of the ITQ or the Terms and Conditions shall be incorporated into the Contract unless the Agency has explicitly accepted the Respondent's objection or amendment in writing.

7.2 The Contract terms and conditions to be used for ITQ pre-qualified contractors are included in this ITQ as Attachment #3 and posted in the [IMPACS](#) solicitation.

7.3 By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the ITQ and the Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it shall identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific ITQ or Terms and Conditions language it proposes to include in place of the provision.

7.4 The Agency will evaluate all Proposals without regard to any proposed modifications to any terms and conditions of the ITQ or Terms and Conditions by the Contractor. Once a Proposal has been identified for which an Award recommendation has been made, but prior to notifying Respondents of the decision, the Agency, in its sole discretion, may consider any proposed modifications to the terms and conditions of the ITQ or Terms and Conditions identified in that Proposal. The Agency reserves the right to either award the Contract(s) without further negotiation with the successful Respondent(s) or to negotiate Contract terms with the successful Respondent(s) if the best interests of the State would be served. As such, if any proposed modifications are not determined to be in the best interests of the State, or appear to pose a substantial impediment to reaching an agreement, the Agency may, in its sole discretion:

7.4.1 Issue a Notice of Intent to Award in favor of the successful Respondent(s), but decline to agree to or further negotiate any proposed modifications to terms and conditions identified by the Respondent in its Proposal;

7.4.2 Issue a Notice of Intent to Award in favor of the successful Respondent(s), and identify in the Notice proposed modifications to terms and conditions identified by the Respondent(s) in its Proposal with which the agency will or will not agree or further negotiate;

7.4.3 Enter open-ended negotiations with the successful Respondent(s); provided that any such negotiations shall be limited to the proposed modifications to terms and conditions identified by the Respondent(s) in its Proposal;

7.4.4 Change the Agency's recommendation for the Award(s) and issue a Notice of Intent to Award to the Respondent(s) whose proposal does not pose as great of a challenge to the Agency.

Any ambiguity, vagueness, inconsistency or conflict, either internal to such modification(s) or arising when read in conjunction with other portions of the Contract, shall be construed strictly in favor of the State. Only those proposed modifications identified in the Notice of Intent to Award issued by the Agency as terms and conditions with which the agency will or will not agree or further negotiate shall be part of the Contract, and the State may ignore all proposed modifications, accept one or more and ignore others, accept all or, through negotiations after an award, agree to compromise language

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concerning one or more proposed modifications to be incorporated into a final Contract between the parties. By executing and submitting its Proposal in response to this ITQ, Respondent understands and agrees that the State may exercise its discretion not to consider any or all proposed modifications Respondent may request and may accept Respondent's proposal under the terms and conditions of this ITQ and the Terms and Conditions.

7.5 Contractual Terms and Conditions – No Material Changes/Non-Negotiable

Notwithstanding anything in this ITQ to the contrary, Respondent may not take exception to or propose including language in any resulting contract that conflicts with or is otherwise inconsistent with the following:

7.5.1 Indemnification

Without specific authority to do so, the State or agencies cannot enter into agreements indemnifying Respondents or any other entity against third-party claims. A clause that intends to seek indemnification from the State, whether or not the clause contains the words "indemnity" or "indemnify," is not a clause to which the State may agree. The State will not agree to the clause that includes the language "to the extent permitted by law" because, as explained, the State cannot indemnify Respondents to any extent.

7.5.2 Limitation of Liability

Iowa Code section 8A.311(22) and 11 Iowa Admin. Code Chapter 120 establishes the rules to allow for the State to agree to a contractual limitation of vendor liability clause in limited circumstances. Any request by Respondent for the State to limit damages not in accordance with Iowa law or administrative rules is a request with which the State cannot agree.

7.5.3 Jurisdiction and Venue

Iowa Code chapter 13 establishes that the Iowa Attorney General is the State's attorney for all purposes, including management of litigation and claims against the state. The State may not preempt the Attorney General's authority by agreeing in advance to control the way litigation may be managed in the event of a dispute. Likewise, the State cannot agree to the jurisdiction or laws of another state or its courts, cannot agree to venue in another state, and cannot agree to participate in any form of alternative dispute resolution.

7.5.4 Confidentiality

All Iowa state agencies are subject to Iowa public records laws. The State cannot agree to contractual terms that attempt to prevent it from disclosing or disseminating records that constitute public records under Iowa Code Chapter 22.

7.5.5 Unliquidated Expenses (i.e., Attorney Fees, Add-ons, or Cost Increases)

The State may not agree to clauses that obligate it to pay for claims that might exceed its current funding appropriation. The State may only obligate funds appropriated to it by the Iowa Legislative Assembly and may only obligate those funds for the purposes for which the funds were appropriated.

7.5.6 Term Length

The Contract shall have an initial term of five (5), beginning on the date of contract execution (the "Effective Date"). At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of five (5) additional one-year terms not to exceed a total contract term of ten (10) years. The State will give the successful Respondent(s) written notice of its intent on whether to exercise each option no later than sixty (60) days before the end of the Contract's then-current term.

7.5.7 Payment Terms

Per Iowa Code 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Contractor.

7.5.8 Insurance

The Contract will require the successful Respondent to maintain insurance coverage(s) in accordance with the insurance provisions of the IT General Terms and Conditions and of the type and in the minimum amounts set forth below unless otherwise required by the Agency.

<u>Type of Insurance</u>	<u>Limit</u>	<u>Amount</u>
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 million
	Products –	
	Comp/Op Aggregate	\$1 million
	Personal injury	\$1 million
	Each Occurrence	\$1 million
Excess Liability, umbrella form	Each Occurrence	\$1 million
	Aggregate	\$1 million
Technology Errors and Omissions Insurance	Each Occurrence	\$5 million
	Aggregate	\$15 million
Workers Compensation and Employer Liability	As Required by Iowa law	\$2 million
Cyber Liability / Network Security	Each Occurrence	\$5 million
	Aggregate	\$5 million

Acceptance of the insurance certificates by the Agency shall not act to relieve the successful Respondent of any obligation under the Contract. It shall be the responsibility of the successful Respondent to keep the respective insurance policies and coverages current and in force during the life of the Contract. The successful Respondent shall be responsible for all premiums and deductibles and for any inadequacy, absence, or limitation of coverage. The successful Respondent shall have no claim or other recourse against the State or the Agency for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the successful Respondent. Notwithstanding any other provision of the Contract, the successful Respondent shall be fully responsible and liable for meeting and fulfilling all of its obligations under this section of the Contract.

7.5.9 Performance Security

The Contract may require the Respondent to provide security for performance [e.g. performance bond, escrow, letter of credit, liquidated damages]. Agency shall retain ten percent (10%) of each payment due under the Contract. The agency shall pay the retained amount only after all Deliverables have been completed by the successful Respondent and accepted by the Agency.

7.5.10 Quarterly Report

The successful Respondent shall provide an electronic detailed quarterly report on all sales made under this agreement within the State of Iowa via E-Mail to the Iowa Department of Management, Attn: Contract Manager Name, E-mail Address. The report file format shall be compatible with Microsoft Excel. At a minimum, the report shall include the date of sale,

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customer name and address, full product description, SKU Numbers, quantity, invoice number, unit, and extended invoice prices. The Respondent proposals shall include a sample report and a description of the reporting that will be provided. The State reserves the right to request more detailed information (ad-hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or for a range of products, departments or time frames.

Quarterly Reporting Schedule:

Quarter 1 (July 1 – Sept 30) Due Oct 31

Quarter 2 (Oct 1 – Dec 31) Due Jan 31

Quarter 3 (Jan 1 – Mar 31) Due Apr 30

Quarter 4 (Apr 1 – Jun 30) Due July 31

7.5.11 Administrative Fee

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

State of Iowa – Department of Management Attention:
Business Services Division Administrator 200 East
Grand Avenue
Des Moines, IA 50309

7.5.12 Restrictions

The successful Respondent(s) may be utilized to prepare specifications and work statements in the development of a solicitation. The successful Respondent(s) paid for those services shall be precluded from bidding on or receiving a contract when they participated in any way in the development of the solicitation package or any resulting contract. Therefore, if the successful Respondent(s) is hired to provide any services through the PASS master agreement contract, the successful Respondent(s) and any of its subcontractors are precluded from bidding or responding to the resulting solicitation.

Attachment #1: Respondent Information

Primary Contact Information (an individual who can address issues re: this Proposal)	
Name:	
Address:	
Tel:	
Fax:	
E-mail:	
Respondent Detail	
Business Legal Name (“Respondent”):	
“Doing Business As” names, assumed names, or other operating names:	
Parent Corporation Name and Address of Headquarters, if any:	
Form of Business Entity (i.e., corp., partnership, LLC, etc.):	
State of Incorporation/organization:	
Primary Address:	
Phone:	
Local Address (if any):	
Addresses of Major Offices and other facilities that may contribute to performance under this ITQ/Contract:	
Number of Employees:	
Number of Years in Business:	
Primary Focus of Business:	
Federal Tax ID:	
UEI #:	
If the Respondent is currently registered to do business in Iowa, provide the Date of Registration:	

Attachment #2 – Technical Proposal Points

There are 1000 total points available.

Scored Criteria	Section # of the ITQ	Possible Awarded Points
Acquisition Planning - Category #1 of SOW	2.3. & 5.6.1.1.	150
Market Research – Category #2 of SOW	2.4. & 5.6.1.2.	150
Solicitation Development - Category #3 of SOW	2.5. & 5.6.1.3.	150
Contract Management - Category #4 of SOW	2.6. & 5.6.1.4.	150
Experience	5.6.3.	100
Key Personnel	5.6.4	100
Quality Assurance	5.6.5	75
Project Organization	5.6.6	75
Risk Management	5.6.7	25
Optional Goods or Services	5.6.8	25
TOTAL:		1000

Attachment #3: Contract Terms and Conditions

Attached as a separate upload within the solicitation posting at [IMPACS eProcurement System](#)

See the following page for the Sample Contract

Department of Management
Contracts Declaration & Execution (“CD&E”)

Title of Agreement (“Agreement”): Professional Acquisition Support Services for IT		Agreement Number: _____
Invitation to Qualify No.: ITQ-185-2189-2025 (the “ITQ”)		
1. Contracting Agency Information		
State of Iowa, by and through the Iowa Department of Management (“DOM”)		
Main Business Address: 1007 E. Grand Ave G13 Des Moines, Iowa 50309	Billing Address/Contact: Department of Management Attn: Business Services 200 E. Grand Avenue Des Moines, IA 50309 ITContracts@dom.iowa.gov	Address for formal notices (“Notice Address”): Department of Management Attn: Office of General Counsel 1007 E Grand Ave G13 Des Moines, IA 50319 email: domlegalnotices@iowa.gov
2. Vendor Information		
Business Name of Vendor (“Vendor”) [Business name of Vendor]		Organized/incorporated under the laws of: [state name]
Main Business Address: 1007 E. Grand Ave G13 Des Moines, Iowa 50309	Billing Address/Contact: Department of Management Attn: Business Services 200 E. Grand Avenue Des Moines, IA 50309 ITContracts@dom.iowa.gov	Address for formal notices (“Notice Address”): Department of Management Attn: Office of General Counsel 1007 E Grand Ave G13 Des Moines, IA 50319
Vendor SAM Unique Entity Identifier:	Iowa Sec. of State Business Number:	
Vendor Security Framework (see Attachment B):		
3. Term of Agreement		

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Agreement Begin Date: (“Effective Date”): date of last signature below	Base Agreement Term End Date: 11/30/2029	Possible Annual Renewals: 5	Terminal Date of Agreement: 11/30/2034
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4. Purpose. This Agreement establishes the terms and conditions pursuant to which a Purchasing Entity may procure IT procurement services and expertise to assist in the entire lifecycle of a solicitation process, as contemplated by and in accordance with the ITQ and as set forth in the Proposal.

5. Documents Incorporated/Order of Precedence. This Agreement and all attachments and external documents identified below are incorporated by this reference and together comprise the terms and conditions governing the relationship between the Parties, to be interpreted in the following order of precedence:

- A. Ancillary agreements unique to a Purchasing Entity making purchases hereunder that specifically address state, local, or federal regulatory or compliance concerns and which may be incorporated via a Purchasing Instrument;
- B. The following incorporated terms, to the extent expressly designated as applicable in a Purchasing Instrument:
 - i. The IT Business Associate Agreement (“BAA”), which may be updated from time to time to conform with applicable federal laws, a current version of which is available at: <https://ocio.iowa.gov/document/20220224-baa-it>;
 - ii. The IT Qualified Service Organization (“QSO”), which may be updated from time to time to conform with applicable laws, a current version of which is available at: <https://ocio.iowa.gov/document/20220224-it-qso>;
 - iii. The IRS Publication 1075 Exhibit 7, which may be updated from time to time to conform with applicable laws, a current version of which is available at: <https://ocio.iowa.gov/document/irs-pub1075-ex7>;
 - iv. The Federal Certifications, which may be updated from time to time to confirm with applicable federal law, a current version of which is available at https://ocio.iowa.gov/sites/default/files/federal_certifications_20230816.pdf.
 - v. Iowa Code chapter 8F.
- C. These General Terms and Conditions;
- D. The ITQ;
- E. The Proposal;
- F. The terms of any Purchasing Instruments executed hereunder.

6. Use by Other Governmental Entities. This Agreement may be used by other governmental entities, including but not limited to other state governments and political subdivisions thereof. See the definition of Purchasing Entity below.

Attachment A General Terms and Conditions

The parties may be referred to herein individually as a “Party” or collectively as the “Parties.” The Parties agree to the following:

1. Overview.

- 1.1. Term. The initial term of this Agreement is as stated on the CD&E, unless terminated earlier in accordance with the terms of this Agreement. After expiration of the initial term, DOM may, in its sole discretion, unilaterally renew this Agreement for the number of annual renewals stated on the CD&E. The initial term and any available renewals shall be referred to as the “Term.”
- 1.2. Relationship between this Agreement and Individual Purchasing Instruments. Each Purchasing Instrument executed hereunder shall be deemed, upon its execution, to incorporate the terms and conditions of this Agreement and shall constitute a separate, distinct, and independent Agreement between Vendor and the applicable Purchasing Entity. To the extent a Purchasing Entity other than DOM makes a purchase hereunder pursuant to a Purchasing Instrument executed by it, such Purchasing Entity shall be solely responsible for any payments due, duties, and obligations otherwise owed Vendor under the separate Purchasing Instrument. In addition, notwithstanding any other provision of this Agreement to the contrary, DOM bears no obligation or liability for any other Purchasing Entity’s losses, liabilities, or obligations, including Vendor’s failure to perform, arising out of or relating in any way to this Agreement. Likewise, the State of Iowa generally bears no obligation or liability for any political subdivision or other non-State Entity’s losses, liabilities, or obligations, including Vendor’s failure to perform, arising out of or relating in any way to this Agreement.

2. Definitions. In addition to any other terms that may be defined elsewhere in this Agreement, the following terms shall have the following meanings:

- 2.1. “**Acceptance**” means the Purchasing Entity has determined a portion of the Deliverables satisfies its Acceptance Tests. “**Final Acceptance**” means the Purchasing Entity has determined all Deliverables satisfy the Purchasing Entity’s Acceptance Tests. “**Non-acceptance**” means the Purchasing Entity has determined that a portion of or all of the Deliverables have not satisfied the Purchasing Entity’s Acceptance Tests.
- 2.2. “**Acceptance Criteria**” means the Specifications, goals, performance measures or standards, requirements, representations, or other criteria designated by the Purchasing Entity, including any of the foregoing stated or expressed in this Agreement, a Purchasing Instrument, the ITQ, the Proposal, any Documentation, and any applicable state, federal, foreign, and local laws, rules, and regulations.
- 2.3. “**Acceptance Tests**” or “**Acceptance Testing**” means the tests, reviews, and other activities that are performed by or on behalf of the Purchasing Entity to determine whether any or all Deliverables meet Acceptance Criteria or otherwise satisfy the Purchasing Entity, as determined by the Purchasing Entity in its sole discretion.

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- 2.4. **“AI” or “Artificial Intelligence”** means a machine-based system that infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.
- 2.5. **“Authorized Contractors”** means independent contractors, consultants, or other third parties (including other Governmental Entities) that are retained, hired, or utilized by the Purchasing Entity in any way to assist the Purchasing Entity with any Deliverables provided hereunder.
- 2.6. **“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 previously and rightfully in the possession of the Receiving Party from a source other than the Disclosing 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; (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 in compliance with applicable law; or (vii) is disclosed by the Receiving Party with the written consent of the Disclosing Party.
- 2.7. **“Customer Data”** means all information, data (including de-identified and aggregated data), materials, or documents (including Confidential Information and Personal Data) originating with, disclosed by, provided by, made accessible by, or otherwise obtained by or from the Purchasing Entity, the State of Iowa, or users, directly or indirectly, including from any Authorized Contractors of any of the foregoing, related to this Agreement in any way whatsoever, regardless of form, including all information, data, materials, or documents accessed, used, or developed by Vendor in connection with any Customer-Owned Deliverables provided hereunder and all originals and copies of any of the foregoing.
- 2.8. **“Customer Property”** means any property, whether tangible or intangible, of or belonging to the Purchasing Entity, including Customer Data and Customer-Owned Deliverables, software, hardware, programs, or other property possessed, owned, or otherwise controlled, maintained, or licensed by the Purchasing Entity, including third party Software or Third Party Intellectual Property.
- 2.9. **“Customer-Owned Deliverables”** means any Deliverables discovered, created, or developed by Vendor at the direction of the Purchasing Entity or for a specific project under this Agreement, 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, including any underlying and related Documentation.
- 2.10. **“Deficiency”** means a defect, flaw, error, bug, failure, omission, interruption of service, or other problem of any nature whatsoever related to a Deliverable(s) including any failure of a Deliverable(s) 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(s).
- 2.11. **“Deliverables”** means all of the services, goods, software, work, work product, items, materials, and property to be created, developed, produced, delivered, performed, or provided

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by or on behalf of, or otherwise made available through, Vendor, directly or indirectly, in connection with this Agreement.

- 2.12. **“Documentation”** means any and all technical information, commentary, explanations, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation, and materials discovered, created, or developed by Vendor hereunder or otherwise related to or used in conjunction with any Deliverables in any medium, including hard copy, electronic, digital, and magnetically, or optically encoded media.
- 2.13. **“DOM”** means the State of Iowa Department of Management and, unless the context clearly indicates otherwise, any independent contractors, consultants, or other third parties (including other governmental entities) who are retained, hired, or utilized by DOM in furtherance of this Agreement.
- 2.14. **“Personal Data”** means any information relating to an identified or identifiable person, including, but not limited to, Social Security or other government-issued identification numbers, federal or state tax information, “Personal Information” as defined in Iowa Code 715C, account security information, financial account information, credit/debit/gift or other payment card information, account passwords, intellectual property, document identification number, and sensitive or personal data (or equivalent terminology) as defined under any applicable law regarding privacy, data protection, information security obligations, or the Processing of Personal Data.
- 2.15. **“Process”** or **“Processing”** shall mean any operation or set of operations performed upon the Personal Data, whether or not by automatic means, including collection, recording, organization, use, transfer, disclosure, storage, manipulation, combination, and deletion of Personal Data.
- 2.16. **“Proposal”** means Vendor’s response to the ITQ.
- 2.17. **“Purchasing Entity”** means the governmental entity that signs a Purchasing Instrument and, unless the context clearly indicates otherwise, any independent contractors, consultants, or other third parties who are retained, hired, or utilized by the Purchasing Entity in furtherance of the Purchasing Instrument or this Agreement.
- 2.18. **“Purchasing Instrument”** means an individual transactional document executed hereunder for the purchase of Deliverable(s) pursuant to this Agreement, regardless of form, and which identifies the specific Deliverable(s) to be purchased and any Acceptance Criteria or Specifications related thereto.
- 2.19. **“Specifications”** means any and all requirements, technical standards, performance standards, representations, warranties, and other criteria related to any Deliverables, described or stated in this Agreement (including any exhibit or Documentation attached to, or provided in connection with, this Agreement), any Purchasing Instrument(s), the ITQ, the Proposal, and, solely to the extent not inconsistent with the foregoing, the Documentation.
- 2.20. **“Third Party Intellectual Property”** shall mean intellectual property licensed, made, conceived, or developed by a third party and provided or used by or on behalf of the Purchasing Entity or Vendor.
- 2.21. **“Vendor”** means the entity identified on the CD&E including any employees, agents, independent contractors, or any other staff or personnel acting on behalf of or at the direction of Vendor, which personnel may alternatively be referred to as **“Vendor Personnel”**, and which includes any Vendor contractor performing or providing services or Deliverables under this Agreement.

*ITQ-185-2189-2025 - Professional Acquisition Support Services***3. Services and Deliverables.****3.1. Performance.**

3.1.1. *Generally.* Vendor will perform all work and provide all Deliverables in accordance with this Agreement as well as any associated Purchasing Instrument.

3.1.2. *Purchasing Instruments.*

3.1.2.1. *Generally.* The Parties may execute individual Purchasing Instrument(s) identifying specific Deliverables to be provided hereunder. Once a Purchasing Instrument has been executed, Vendor will carry out and complete the duties and responsibilities set forth in the applicable Purchasing Instrument in accordance with the terms of this Agreement as well as any additional or substitute terms provided in the specific Purchasing Instrument.

3.1.2.2. *Effect of Purchasing Instruments.* An entity purchasing off of this Agreement may agree to additional terms and conditions in a Purchasing Instruments that are in conflict with or inconsistent with the terms and conditions of this Agreement. Such Purchasing Instrument terms apply only to the scope of work identified in the Purchasing Instrument and do not alter the agreed terms in this Agreement. Notwithstanding the foregoing, the following terms of this Agreement shall always control regardless of any contrary terms that may be in a Purchasing Instrument:

3.1.2.2.1. Information contained on the CD&E;

3.1.2.2.2. The definition of Confidential Information;

3.1.2.2.3. Set-off obligations under section 4.8;

3.1.2.2.4. Compliance with the Law under section 7.7;

3.1.2.2.5. No Conflicts obligations under section 7.8;

3.1.2.2.6. Termination provisions in section 9;

3.1.2.2.7. Provisions of the Data Protection Addendum;

3.1.2.2.8. The General Provisions set forth in Section 11.

4. Compensation and Additional Rights and Remedies.

4.1. Pricing/Compensation. The fees for the services and/or Deliverables provided by Vendor shall be in accordance with the obligations of this Agreement and the applicable Purchasing Instrument.

4.2. No Additional Fees. Other than as permitted by Section 4.1 (Pricing/Compensation) or by Purchasing Instrument, the Purchasing Entity shall not be obligated to pay any other amounts to Vendor, specifically including travel, lodging, and related expenses. In no event shall the Purchasing Entity be responsible for payment of Vendor's performance costs incurred in connection with this Agreement, including but not limited to equipment, supplies, personnel, salaries, benefits, insurance, training, conferences, telephone, utilities, start-up costs, and all

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other operational and administrative costs and expenses. To the extent any Purchasing Instrument calls for reimbursement of travel, such travel charges may never exceed the amounts allowed under DAS-SAE travel policy, DAS-SAE Title 210. (available at: <https://das.iowa.gov/state-employees/travel-and-relocation/210-travel>). For vendors, travel reimbursement may not exceed the amounts that would be payable under DAS-SAE 210.245. (available at: https://das.iowa.gov/sites/default/files/acct_sae/sae_manual/210/210-245.pdf). In addition, in-state lodging reimbursement is limited to providers certified by the Iowa Department of Public Safety's Human Trafficking Prevention Training.

- 4.3. Satisfactory Performance. Vendor is not entitled to payment for any services or Deliverable(s), in whole or in part, provided under this Agreement or any Purchasing Instrument(s) if the Purchasing Entity reasonably determines that such services or Deliverable(s) have not been satisfactorily or completely delivered or performed.
- 4.4. Payment does not Imply Acceptance. Payment, including final payment, shall not be construed as acceptance of any services or Deliverables with Deficiencies or incomplete work, and Vendor shall remain responsible for compliance with its contractual obligations. Vendor's acceptance of the last payment from the Purchasing Entity shall operate as a release of any and all claims related to this Agreement concerning the Purchasing Entity's obligations under this Agreement.
- 4.5. Invoices. Upon receipt of written notice of Acceptance from the Purchasing Entity Vendor shall submit an invoice to the Purchasing Entity requesting payment of the fees or other compensation to which it is entitled pursuant to the applicable Purchasing Instrument, less any agreed upon Retained Amount(s) or other applicable offsets. The Purchasing Entity will verify Vendor's performance/provisioning of services or Deliverable(s) outlined in the invoice before making payment. The Purchasing Entity shall pay all approved invoices in arrears and, to the extent applicable, in conformance with Iowa Code section 8A.514 and corresponding implementing rules, regulations, and policies. The Purchasing Entity may pay in less than 60 days, but an election to pay in less than 60 days shall not, to the extent applicable, act as an implied waiver of Iowa Code section 8A.514. Notwithstanding anything herein to the contrary, the Purchasing Entity shall have the right to dispute any invoice submitted for payment and withhold payment of any disputed amount if the Purchasing Entity believes the invoice is inaccurate or incorrect in any way. Vendor shall submit all invoices for payment to the Purchasing Entity, by August 1 for all services performed in the preceding state fiscal year (the State fiscal year ends June 30). If the Vendor seeks payment for end of state fiscal year claims submitted after August 1, the Vendor may submit the late claims, but the Purchasing Entity will only reimburse the claims if funding is available and the Purchasing Entity is legally authorized to make payment. If funding is not available after the end of the state fiscal year, the Vendor may submit the claim to the Iowa State Appeal Board for a final decision regarding reimbursement of the claim.
- 4.6. Retention. To secure Vendor's performance under this Agreement, a Purchasing Entity may retain a mutually agreed upon percentage of the fees or other compensation associated with each Deliverable provided under a Purchasing Instrument ("**Retained Amounts**") until all Deliverables under such Purchasing Instrument have been provided and the Purchasing Entity has given its Final Acceptance. Retained Amounts shall be payable upon the Purchasing Entity's delivery of written notice of Final Acceptance, subject to the terms and conditions hereof.
- 4.7. Erroneous Payments and Credits. Vendor shall promptly pay or refund to the Purchasing Entity the full amount of any overpayment or erroneous payment within 10 business days after

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either discovery by Vendor or notification by the Purchasing Entity of the overpayment or erroneous payment. If Vendor fails to provide a timely refund pursuant to this obligation, simple interest of 1% per month may be charged on the outstanding balance unless 1% exceeds the maximum amount allowed by applicable law, in which case interest shall accrue at the maximum rate allowed by law.

- 4.8. Set-off Against Sums Owed by Vendor. The State may offset payments owed Vendor under this Agreement by sums the Vendor owes the State or any of its subdivisions in any context. The Vendor agrees that this provision constitutes proper and timely notice under any applicable laws governing offset.
- 4.9. Withholding Payments. In addition to pursuing any other remedy provided herein or by law, the Purchasing Entity may withhold compensation or payments to Vendor, in whole or in part, without penalty or legal liability to the Purchasing Entity or work stoppage by Vendor, in the event Vendor fails to perform pursuant to this Agreement, or fails to provide Deliverables that meet or conform to contractual obligations. No interest shall accrue or be paid to Vendor for withheld sums.
- 4.10. Correction/Cure.
 - 4.10.1. Upon notice of Deficiency in any Deliverable(s), Vendor shall promptly correct the Deficiency and repair the affected Deliverable(s); and provide the Purchasing Entity with all relevant Documentation.
 - 4.10.2. The Purchasing Entity may correct any Deficiencies with respect to any Deliverable(s) or cure any Vendor breach under this Agreement without prejudice to any other remedy it may have if Vendor fails to correct such Deficiencies as required in this Agreement or if Vendor otherwise fails to perform pursuant to the Agreement. The Purchasing Entity may procure the Deliverable(s) reasonably necessary to correct any Deficiencies or cure any Vendor breach, in which event Vendor shall reimburse the Purchasing Entity for the actual costs incurred in curing the issue. In addition, Vendor shall cooperate with the Purchasing Entity or any third parties retained by the Purchasing Entity to cure such breach, including by allowing access to any of Vendor's pertinent materials, work product, or intellectual property.
- 4.11. Repayment Obligation. In the event that any State of Iowa funds or federal funds are deferred or disallowed as a result of any audits, or found to have been expended in violation of the laws applicable to the expenditure of such funds, and where such findings are due in whole or in part to Vendor's action or omission, Vendor will be liable to the Purchasing Entity for the full amount of any claim disallowed (or the amount of funds expended in violation of such applicable laws) and for all related penalties incurred. If the State of Iowa or any federal agency concludes Vendor has been paid for any cost that is unallowable, unallocable, or unreasonable under this Agreement, Vendor will be liable to the Purchasing Entity for such cost. Vendor shall pay to the Purchasing Entity all amounts for which the Vendor is liable under this section within 20 business days of receiving the Purchasing Entity's written demand or written notice. The Purchasing Entity may withhold any payment under this Agreement if Vendor fails to timely make any payment required by this section.
- 4.12. Taxes. Vendor shall be responsible for paying any taxes incurred by Vendor in the performance of this Agreement. The State of Iowa, DOM, and the Purchasing Entity are exempt from the payment of sales and other taxes: https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/sales_tax_exempt_letter.pdf.

5. Acceptance Tests and Project Management.

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- 5.1. All Deliverables shall undergo the Purchasing Entity's Acceptance Testing as described in this section. If alternative Acceptance Testing processes are described in a Purchasing Instrument(s), the process set forth in the Purchasing Instrument will prevail. After the Vendor completes work on a Deliverable, it shall inform the Purchasing Entity that the Deliverable is ready for testing. If the Purchasing Entity requests assistance during testing, the Vendor will assist without levying additional fees or other amounts. The Purchasing Entity will then test the Deliverable(s) to verify that each Deliverable conforms to its Acceptance Criteria. It will then inform the Vendor of Acceptance or Non-Acceptance. If the Purchasing Entity determines Non-Acceptance, the Vendor has 10 days to correct the issues and submit the work again for retesting. If the Purchasing Entity again does not provide Acceptance, the Purchasing Entity may pursue any of the following remedies:
- 5.1.1. Require Vendor to correct and repair such Deliverable(s) within such period of time as the Purchasing Entity may specify in a written notice to Vendor;
 - 5.1.2. Refuse to accept such Deliverable(s) without penalty or legal liability and without any obligation to pay any fees or other amounts associated with such Deliverable(s), or receive a refund of any fees or amounts already paid with respect to such Deliverable(s);
 - 5.1.3. Accept such Deliverable(s) on the condition that any fees or other amounts payable with respect thereto shall be reduced or discounted to reflect, to the Purchasing Entity's satisfaction, the Deficiencies present therein and any reduced value or functionality of such Deliverable(s), or the costs likely to be incurred by the Purchasing Entity to correct such Deficiencies; or
 - 5.1.4. Terminate the applicable Purchasing Instrument or seek any and all available remedies, including damages. Such termination may be without providing prior notice or an opportunity to cure.

The Purchasing Entity's right to exercise the foregoing rights and remedies, including termination of the applicable Purchasing Instrument, shall remain in effect through notice of Final Acceptance of all Deliverables. Vendor's receipt of any notice of Acceptance, including Final Acceptance, with respect to any Deliverable(s) shall not be construed as a waiver of any of the Purchasing Entity's rights to enforce the terms of this Agreement or require performance in the event Vendor breaches this Agreement or any Deficiency is later discovered with respect to such Deliverable(s).

5.2. Project Management and Reporting.

- 5.2.1. *Vendor or Project Manager.* To the extent that a Project Manager is called for in a Purchasing Instrument, Vendor shall obtain the Purchasing Entity's approval of a designated Project Manager. The Project Manager shall have authority sufficient to ensure timely performance under the Purchasing Instrument and make binding decisions for Vendor. Any written commitment by Vendor's Project Manager and persons designated by them in writing for this purpose, within the scope of this Agreement, shall be binding upon Vendor.
- 5.2.2. *Review Meetings.* Unless a different schedule is established in the Purchasing Instrument, Vendor's Project Manager will meet monthly with the Purchasing Entity to discuss contractual progress and performance issues. At each review meeting, Vendor's Project Manager shall provide a status report, which will describe any problems or concerns encountered since the last meeting. At the next scheduled meeting after which any Party has identified a problem in writing, Vendor shall provide a report of steps taken to resolve identified problems, together with the

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anticipated completion dates of such activities. Any Party may recommend alternative courses of action or changes that will facilitate problem resolution. Vendor shall maintain records of such reports and other communications and provide them to the Purchasing Entity upon request.

- 5.2.3. *Reports.* Review meeting reports shall be in a Purchasing Entity-approved format and include detail concerning the previous period's activities, including problems encountered and their disposition, results of tests, whether or not deadlines were met, status of services or Deliverables, any problems that may have arisen that need to be addressed before proceeding to the next period's activities, and any other information the Purchasing Entity may request.
- 5.2.4. *Problem Reporting Omissions.* The Purchasing Entity's receipt of a report that identifies any problems does not relieve Vendor of any obligation under this Agreement or waive any other remedy available to the Purchasing Entity.

6. Ownership and Intellectual Property.

- 6.1. Ownership of Vendor-Owned Deliverables. Except as specifically granted herein, in a Purchasing Instrument, or in a related instrument, Vendor shall own all Deliverables that were independently and exclusively developed by Vendor and provided hereunder prior to the Effective Date of this Agreement ("**Vendor-Owned Deliverables**"). The Purchasing Entity makes no ownership claim to Vendor-Owned Deliverables or to products that Vendor simply licenses to the Purchasing Entity. To the extent Vendor-Owned Deliverables are included in a Deliverable, unless otherwise stated in the Purchasing Instrument, the Purchasing Entity shall be granted licenses to the Vendor-Owned Deliverables that shall be consistent with and coterminous with any license obtained to use the Deliverable itself.
- 6.2. Ownership and Assignment of Customer-Owned Deliverables. Vendor hereby irrevocably assigns, transfers, and conveys to the Purchasing Entity all right, title and interest in and to Customer-Owned Deliverables, excluding any Vendor-Owned Deliverables included in the Customer-Owned Deliverables, as long as the Vendor-Owned Deliverables are identified in advance, and the Purchasing Entity agrees to inclusion of Vendor-Owned Deliverables in advance.
- 6.3. Waiver. To the extent any of Vendor's rights in any Customer-Owned Deliverables are not subject to assignment or transfer hereunder, including any moral rights or any rights of attribution or integrity, Vendor hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the Purchasing Entity's rights in and to Customer-Owned Deliverables.
- 6.4. Assurances. At the State of Iowa's or the Purchasing Entity's request, Vendor will, both during and after the termination or expiration of this Agreement, execute and deliver such instruments, provide all facts known to it, and take such other action as may be requested by the State of Iowa or Purchasing Entity to perfect its interest in Customer-Owned Deliverables. In the event the Purchasing Entity is unable, after reasonable effort, to secure Vendor's signature on any copyright, or other analogous protection relating to the Customer-Owned Deliverables, Vendor hereby irrevocably designates and appoints the Purchasing Entity and its duly authorized officers, employees, and agents, as their agent and attorney-in-fact, to act for and on its behalf to execute and file any such application or applications, and to do such other acts to further the prosecution and issuance of copyright registrations, and other analogous protection, including extensions and renewals thereon, with the same legal force and effect as if executed by Vendor.

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- 6.5. Third Party Intellectual Property. Except as otherwise agreed to by the Parties in writing, in the event a Customer-Owned Deliverable includes Third Party Intellectual Property, Vendor shall ensure such Deliverable is licensed to the Purchasing Entity pursuant to a Purchasing Entity-approved license agreement. Unless otherwise agreed to by the Purchasing Entity in writing, such license shall be an irrevocable, nonexclusive, perpetual, royalty-free, fully paid up license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, display, and host the Third Party Intellectual Property, and to authorize others to do the same on the Purchasing Entity's behalf.
- 6.6. Customer Property. Vendor may have access to Customer Property to the extent necessary to carry out its responsibilities under the Agreement and shall comply with any and all the license terms, conditions, or restrictions applicable to any Customer Property.

7. Representations, Warranties, and Covenants.

- 7.1. Non-exclusivity. Unless expressly stated otherwise in a Purchasing Instrument, express remedies in this Section are not exclusive, and the Purchasing Entity preserves all rights to seek any and all remedies available to it under law both during and after expiration or termination of the Agreement or Purchasing Instrument.
- 7.2. Implied Warranties. To the extent applicable, and unless otherwise stated in a Purchasing Instrument, all warranties implied by law are preserved.
- 7.3. Deliverables Free of Deficiencies. Unless stated otherwise in a Purchasing Instrument, the Vendor guarantees that the Deliverables will be free from material Deficiencies and errors and will meet all Acceptance Criteria and express performance criteria. If the Purchasing Entity identifies any material Deficiencies, Vendor shall fix or replace the affected Deliverables at its own expense. The Vendor will assist the Purchasing Entity, promptly report any known issues, and correct Deliverables, even if the Deliverable(s) have been previously accepted.
- 7.4. Quiet Enjoyment. Vendor represents and warrants that: (i) it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses, and authority necessary to provide Deliverables to the Purchasing Entity hereunder and to assign, grant, and convey the rights, benefits, licenses and other rights assigned, granted, or conveyed to the Purchasing Entity hereunder without violating any rights of any third party; (ii) it has not previously and will not grant any rights in any Deliverables to any third party that are inconsistent with the rights granted to the Purchasing Entity herein; and (iii) the Purchasing Entity shall peacefully and quietly have, hold, possess, use, and enjoy the Deliverables without suit, disruption, or interruption.
- 7.5. Intellectual Property. Vendor represents and warrants that the Deliverables and the Purchasing Entity's use of the Deliverables for their authorized use will not infringe on any intellectual property rights of third parties. Vendor also ensures there are no known claims of infringement, violation, or misappropriation of intellectual property rights or trade secrets concerning Deliverables. If such claims arise, Vendor will, at its own expense: (i) secure the right or license for the Purchasing Entity to continue using the Deliverables; (ii) replace the problematic parts with an equivalent; (iii) modify or replace the affected portion with a non-infringing alternative; or (iv) refund all fees paid by the Purchasing Entity for the affected Deliverables.
- 7.6. Workmanlike Manner. Vendor represents and warrants that all services to be provided under this Agreement or a Purchasing Instrument will be carried out in a workmanlike manner by qualified personnel, and the work shall align with the terms of the Agreement and Purchasing

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Instrument as well as industry standards for similar tasks. In cases where no specification exists, the Parties agree to follow generally accepted industry standards. If the Purchasing Entity identifies services not meeting these standards, Vendor will re-perform them at no extra cost. Vendor will refund any fees paid by the Purchasing Entity for any services were not satisfactorily provided and cannot otherwise be cured.

- 7.7. Compliance with Laws. Vendor represents and warrants that Vendor and Vendor-provided Deliverables will at all relevant times comply with all applicable State and federal laws.
- 7.8. No Conflicts. Vendor represents, warrants, and covenants that no relationship exists or will exist during the Term of the Agreement, between Vendor and the State or any of its divisions or entities that is or may constitute a conflict of interest or appearance of impropriety, or that would conflict in any manner or degree with the performance of its obligations under this Agreement. To the extent applicable, the provisions of Iowa Code Chapter 68B shall apply to this Agreement and any Purchasing Instruments executed hereunder, and Vendor shall not engage in or permit any third party to engage in any conduct that would violate that chapter.
- 7.9. Sole Ownership. Vendor represents and warrants that the Purchasing Entity shall acquire sole ownership of all Customer-Owned Deliverables, free from any rights or interests of Vendor or of any third party. Vendor shall not retain any copies of any Customer-Owned Deliverables.

8. Indemnification.

- 8.1. Indemnification Generally. Vendor shall indemnify and hold harmless DOM, the State of Iowa, the Purchasing Entity, and their employees, officers, or representatives (“Indemnitees”) from and against any third-party claims, legal actions, judgments, penalties, fines, recoupments, or other costs, including costs of counsel, in any way arising out of Vendor’s performance or attempted performance under this Agreement. The Purchasing Entity shall have the right to participate in its own defense through a representative of the Iowa Department of Justice. Settlement offers made on behalf of the applicable Purchasing Entity shall be approved by the applicable Purchasing Entity.
- 8.2. Infringement Claim Additional Remedy. If the Deliverables become or are likely to become the subject of a claim, then, in addition to paying any damages and attorney fees as required above, Vendor shall, at its option, either:
 - 8.2.1. Immediately replace or modify the Deliverables, without loss of material functionality or performance, to make them non-infringing, or
 - 8.2.2. Immediately procure for the Purchasing Entity the right to continue using the Deliverables.
- 8.3. Any costs associated with implementing either of the above alternatives will be borne by Vendor.

9. Termination.

- 9.1. Termination for Cause by the State. DOM may terminate this Agreement, and any Purchasing Entity may terminate a Purchasing Instrument(s) entered into under this Agreement, upon written notice of Vendor’s breach of any material term of the Agreement or associated Purchasing Instrument, if the breach is not cured within the time period specified in the notice of breach. In addition, DOM may terminate this Agreement or a Purchasing Entity may terminate an associated Purchasing Instrument without advance notice if:
 - 9.1.1. Vendor makes false statements in connection with the Agreement,

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- 9.1.2. Vendor, its staff, or its subcontractors have engaged in criminal conduct including fraud, misappropriation, embezzlement, or malfeasance,
- 9.1.3. Vendor takes any steps, as determined in DOM's or the applicable Purchasing Entity's discretion, towards dissolution or suspension of business,
- 9.1.4. Vendor's authority to do business here or elsewhere is threatened or lost,
- 9.1.5. Vendor has failed to comply with applicable laws when performing pursuant to the Agreement or Purchasing Instrument,
- 9.1.6. Vendor's ability to perform is materially impacted by third-party claims of intellectual property violations by Vendor, or
- 9.1.7. Vendor's actions may expose DOM, the State of Iowa, or a Purchasing Entity to material liability.

Vendor shall notify DOM or the applicable Purchasing Entity of any events that could give rise to DOM's right to terminate this Agreement or a Purchasing Instrument for cause.

- 9.2. Termination for Cause by Vendor. Vendor may only terminate an applicable Purchasing Instrument or this Agreement upon written notice of the Purchasing Entity's breach of any material term of this Agreement if the breach is not cured within 60 days of the Purchasing Entity's receipt of Vendor's written notice.
- 9.3. Termination for Convenience. Following 30 days' written notice, a Purchasing Entity may terminate a Purchasing Instrument in whole or in part without cause. DOM may terminate this Agreement in whole or in part upon 30 days' written notice without cause.
- 9.4. Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Agreement to the contrary, DOM may terminate this Agreement or a Purchasing Entity may terminate a Purchasing Instrument, in whole or in part, without penalty or liability and without any advance notice if:
 - 9.4.1. DOM or the Purchasing Entity determines that it has not been appropriated sufficient funds or funds have been reduced, unallocated, or delayed such that DOM or the Purchasing Entity cannot, in the entity's sole discretion, meet its obligations,
 - 9.4.2. DOM or the Purchasing Entity's authority has been withdrawn or materially altered, or its duties, programs or responsibilities are modified or materially altered, or
 - 9.4.3. there is a judicial decision that materially or adversely affects DOM's or a Purchasing Entity's ability to fulfill obligations under this Agreement or any applicable Purchasing Instrument.
- 9.5. Limitation of Payment Obligations. If DOM terminates this Agreement or a Purchasing Entity terminates a Purchasing Instrument for cause, DOM or the applicable Purchasing Entity retains the right to contest amounts that remain unpaid as of the date of termination. In all other termination contexts, the Purchasing Entity will pay those amounts due for goods or services accepted by the Purchasing Entity for which the Purchasing Entity is obligated to pay up to the date of termination to the extent that funds to make these payments are legally available. Payment is contingent on submission and acceptance of invoices for sums due. Under no circumstances will the Purchasing Entity be liable for sums not expressly owed under the terms of the Agreement or a Purchasing Instrument.
- 9.6. Vendor's Termination or Expiration Duties. As it relates to this Agreement or any associated Purchasing Instrument, upon receipt of a notice of termination, upon expiration, or upon request of DOM or a Purchasing Entity, Vendor shall:

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- 9.6.1. cease work under the Agreement or Purchasing Instrument and take all appropriate actions to limit disbursements and minimize costs;
- 9.6.2. provide a report to the Purchasing Entity addressing the Purchasing Entity's information needs, including the status of all work performed under the Agreement;
- 9.6.3. cease using and return any Customer Property or Customer-Owned Deliverables;
- 9.6.4. comply with the Purchasing Entity's directions concerning Customer Data;
- 9.6.5. return or refund any Purchasing Entity payments for goods or services not provided to the Purchasing Entity;
- 9.6.6. provide all Deliverables to the extent the Purchasing Entity has a property interest in the Deliverable; and
- 9.6.7. continue to perform and provide such goods and/or services under this Agreement as the Purchasing Entity may request for a transition period of up to 365 days from the effective date of such termination or expiration and collaborate with the Purchasing Entity and any replacement contractor. As part of such request, the Purchasing Entity will inform Vendor of the number of days needed for transition ("**Transition Period**"). During the Transition Period, the Purchasing Entity agrees to pay Vendor any fees to which Vendor would be entitled under this Agreement for goods and/or services performed or provided during such period. In the event the Purchasing Entity's request for transition assistance does not require Vendor to continue providing all of the goods and/or services under this Agreement or applicable Purchasing Instrument, the Parties will negotiate in good faith a downward adjustment in the fees owed the Vendor.

10. Use of Artificial Intelligence.

Advance Approval for AI Usage. Vendor shall obtain prior written approval from the Purchasing Entity before utilizing artificial intelligence (AI) technologies in the provision of services under this Agreement or Purchasing Instruments entered into pursuant to this Agreement. The Vendor shall clearly identify in writing the specific AI technologies to be employed, their intended functions, and their potential impact on service delivery.

11. General Provisions.

- 11.1. Immigration Status. Vendor is responsible for ensuring compliance with all Visa requirements. The Purchasing Entity requires Vendor to conduct E-Verify employment-eligibility verifications of Vendor personnel working under this Agreement at Vendor's cost. Vendor shall provide to the Purchasing Entity with the E-Verify results as directed.
- 11.2. No Publicity. Vendor is prohibited, both during the term of the Agreement and after the Agreement's termination or expiration, from publicizing this contractual arrangement relationship or in any way using, as applicable, DOM's or the Purchasing Entity's name, logo, or other identifying information without prior written consent.
- 11.3. Independent Contractor. Vendor is an independent contractor performing services for a Purchasing Entity and shall not be considered an employee, partner, or agent of the Purchasing Entity. Vendor personnel are not employees of the State of Iowa simply by virtue of work performed under this Agreement. Vendor is responsible for all taxes, licenses, insurance, and other obligations arising from their status as an independent contractor.

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- 11.4. Amendments. This Agreement or any Purchasing Instrument may be amended from time to time by mutual written consent of the Parties. The Parties expressly agree that no amendments or modifications to this Agreement shall be effected through transactional documents. Notwithstanding the above, specific Purchasing Instruments may modify the terms of the Agreement as necessary to effect the Parties' intent with respect to such Purchasing Instrument. However, any such modifications shall be limited to the scope of the Purchasing Instrument. Terms associated with transactional documents (e.g., invoices) as well as terms such as "shrink wrap" or "click wrap" agreements will have no force and effect unless reduced to a formal Amendment signed by both parties.
- 11.5. No Third Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.
- 11.6. Choice of Law and Forum. This Agreement shall be governed by the laws of the State of Iowa, without giving effect to the choice of law principles of Iowa law. Any litigation in connection with this Agreement, shall be brought and maintained in the state or federal courts sitting in Polk County, Iowa.
- 11.7. Assignment and Delegation. This Agreement may not be assigned, transferred, or conveyed in whole or in part without the prior written consent of the other Party, except that DOM may assign, transfer, or convey this Agreement, in whole or in part, to any entity that succeeds its duties hereunder or otherwise assumes responsibility for functions or duties currently assumed by DOM.
- 11.8. Use of Third Parties. None of the Deliverables to be provided by Vendor pursuant to this Agreement shall be subcontracted or delegated to any third party without the prior written consent of a Purchasing Entity. Such consent shall not be deemed in any way to provide for the incurrence of any additional obligation of a Purchasing Entity, whether financial or otherwise. Any subcontract to which a Purchasing 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 a Purchasing Entity may deem necessary.
- 11.9. Integration. This Agreement supersedes former agreements for the goods and/or services addressed in the Agreement, and represents the entire agreement between the Parties. Neither Party is relying on any representation that may have been made that is not included in this Agreement.
- 11.10. Waiver. The parties may agree in writing to waive some aspect of Vendor performance. Failure by one Party to require performance under the Agreement by the other Party does not affect the right to enforce the Agreement's terms or claim breach concerning subsequent Agreement compliance issues.
- 11.11. Notices. Any legal notices required by the Agreement, or a Purchasing Instrument, shall be given in writing by registered or certified mail with proof of receipt, or overnight delivery, which shall be addressed to each party's Notice Address. To the extent a Purchasing Instrument is executed by a Purchasing Entity other than DOM, Contractor shall additionally notice the Purchasing Entity at the billing address set forth on the applicable Purchasing Instrument. From time to time, the parties may change the name and address of a party designated in the Notice Address. Such changes shall be in writing to the other party. Notices shall be deemed to have been provided at the time it is actually received in the case of hand

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delivery; within one day in the case of overnight delivery; or within five days after it is deposited in the U.S. Mail.

- 11.12. Cumulative Rights. The various rights, powers, options, elections, and remedies of DOM or any Purchasing Entity provided for in this Agreement shall be construed as cumulative.
- 11.13. Severability. If any provision of this Agreement is determined by a court to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- 11.14. Time is of the Essence. Time is of the essence with respect to Vendor's performance of its obligations under this Agreement. Vendor shall ensure that all Vendor Personnel providing services and Deliverables hereunder are responsive to the Purchasing Entity's requirements and requests in all respects, including in accordance with any specific timelines identified in a duly executed Purchasing Instrument.
- 11.15. Authorization. Vendor represents and warrants that it has the right, power, and authority to enter into and perform its obligations under this Agreement and that it has taken all requisite action to approve execution, delivery, and performance of this Agreement, and this Agreement constitutes a legal, valid, and binding obligation of Vendor, enforceable in accordance with its terms.
- 11.16. Successors in Interest. All terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns, and legal representatives.
- 11.17. Records Retention and Access. Vendor shall maintain records that sufficiently and properly document Vendor's performance under this Agreement, including records that document all fees and other amounts charged during the Term of this Agreement, for a period of at least five years following the later of the date of final payment, termination, or expiration of this Agreement, or the completion of any audit. Vendor shall permit the Auditor of the State of Iowa or any authorized representative of the Purchasing Entity, and where federal funds are involved, any authorized representative of the United States government, at no charge, to access and examine, audit, excerpt, and transcribe any pertinent records of Vendor, however stored, relating to Vendor's performance under this Agreement. Vendor shall require Vendor contractors to agree to the same provisions as set forth in this subsection.
- 11.18. Right of Inspection/Vendor Compliance. The Purchasing Entity may inspect Vendor's books and records at reasonable times in order to monitor performance of this Agreement or a Purchasing Instrument, including but not limited to any request that Vendor provide a copy of its affirmative action program, containing goals and time specifications in accordance with Iowa Admin. Code ch. 11-121. All subcontracts shall contain provisions that allow the same. Vendor shall promptly comply with and correct any deficiencies noted in any audit and promptly implement any recommendations requested by the Purchasing Entity. Vendor shall not impose any charge or fee in connection with any such audit.
- 11.19. Headings and Captions. The Parties acknowledge that the headings and captions used in this Agreement are for convenience and reference purposes only. They are not intended to have any legal or substantive significance or alter the meaning or interpretation of the provisions they precede.
- 11.20. Multiple Counterparts and Electronic Signatures. This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which when taken

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together shall constitute one contract binding on all Parties. The Parties agree to accept electronic signatures in lieu of “wet” signatures on Agreement documents in accordance with Iowa Code chapter 554D or other applicable law.

- 11.21. Not a Joint Venture. Nothing in this Agreement shall be construed as creating or constituting a partnership, joint venture, or other association of any kind implying the establishment of an agent/principal relationship between the Parties.
- 11.22. Attachments. The Parties agree that if any document is attached hereto by the Parties, and referred to herein, then the same shall be deemed incorporated herein by reference as if fully set forth herein.
- 11.23. Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement.
- 11.24. Force Majeure. If one Party is unable to fulfill its obligations under this Agreement due to circumstances beyond its control, including unforeseeable events that no one could have predicted or prevented, such as acts of God, war, civil disturbances, or other catastrophic events, that Party will not be considered in breach of this Agreement. These circumstances shall be abnormal and unforeseeable, and the Party affected shall have taken all necessary precautions to prevent them. However, financial difficulties, legal restrictions, strikes, labor unrest, supply chain disruptions, internet failure, power outages, hacker attacks, viruses, and Security Breaches are not considered force majeure events. If a delay or inability to perform is caused by a subcontractor hired by the Party, the Party cannot use force majeure as an excuse unless the subcontractor is also affected by a force majeure event. If a force majeure event affects the Party's performance, the Party will make its best efforts to provide an alternative, if possible, comparable solution. The Purchasing Entity will determine whether the alternative solution is comparable. The Party invoking force majeure shall immediately inform the other Party about the event causing the delay and the reasons behind it. Both Parties will work together to minimize the impact of the delay and the scope of work affected by the unforeseen events. If Vendor's performance obligations have specific deadlines, those deadlines will be extended by the amount of time lost due to the force majeure event.
- 11.25. Administrative Fees and Reporting.
 - 11.25.1. Vendor shall provide a 1.00% administrative fee on all sales made through this Agreement, without affecting authorized prices/rates. This 1.00% administrative fee shall be paid quarterly to the Main Business Address, Attn: Business Services Division Administrator. Payment shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Fee Due</u>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

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- 11.25.2. Vendor shall submit a report with each quarterly payment detailing all payments received and also identifying the Purchasing Entity, the Purchasing Instrument number, and the project to which it is attributable.
- 11.26. Title to Property. Title to all property furnished by the Purchasing Entity to Vendor to facilitate the performance of this Agreement and any Customer-Owned Deliverables shall remain the sole property of the Purchasing Entity, as applicable. Vendor shall be responsible for the proper custody and care of any such property and may not encumber such property or otherwise use such property for monetary gain. All such property shall only be used by Vendor for purposes of fulfilling its obligations under this Agreement and shall be returned to the Purchasing Entity at the conclusion of the Agreement.
- 11.27. Exclusivity. This Agreement is not exclusive. DOM or the Purchasing Entity may obtain similar or identical goods or services from other vendors.
- 11.28. Award of Related Agreements. A Purchasing Entity may undertake or award supplemental or successor agreements for work related to this Agreement or under a Purchasing Instrument. Vendor shall cooperate fully with Authorized Contractors who may be engaged by a Purchasing Entity in connection with a Purchasing Instrument.
- 11.29. Attorney's Fees and Costs. If Vendor is found to be in breach of its obligations under this Agreement by a court or tribunal of competent jurisdiction or if the Vendor fails to successfully defend against any legal action arising out of or relating to this Agreement, the Vendor shall be liable for and shall promptly reimburse the Purchasing Entity for all reasonable attorney's fees, court costs, and any other related expenses incurred by the Purchasing Entity in enforcing its rights or remedies under this Agreement.
- 11.30. Survival. Expiration or termination of this Agreement or a Purchasing Instrument for any reason will not release either Party from any duties, liabilities, or obligations that expressly survive termination or that by their very nature would be intended to be applicable following expiration or termination of the Agreement. Provisions that expressly survive include:
- 11.30.1.1. Section 4 (Compensation and Additional Rights and Remedies);
 - 11.30.1.2. Section 6 (Ownership and Intellectual Property);
 - 11.30.1.3. Section 7 (Representations, Warranties, and Covenants);
 - 11.30.1.4. Section 8 (Indemnification);
 - 11.30.1.5. Section 9 (Term and Termination);
 - 11.30.1.6. Section 11 (General Provisions); and
 - 11.30.1.7. Attachment B (Data Protection Addendum).

12. Insurance.

- 12.1. Insurance Requirement. Vendor shall, at its sole expense, maintain in full force and effect, insurance covering its work of the type and in amounts required by this attachment. Vendor's insurance shall, among other things, insure against any loss or damage resulting from or related to Vendor's performance of the Agreement regardless of the date the claim is filed or expiration of the policy. All insurance policies required by this Exhibit shall: (a) remain in full force and effect for the entire Term of the Agreement; and (b) not be reduced, changed (to the detriment of DOM, the Purchasing Entity, or any governmental entities), or canceled (without being simultaneously replaced by another policy meeting the requirements of this Exhibit).

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- 12.2. Exclusion. The following insurance obligations do not apply in any setting in which a Vendor only provides licensed software to the Purchasing Entity and does not have access to Customer Data through that relationship.
- 12.3. Insurance Policies. Unless otherwise requested by the Purchasing Entity, Vendor shall cause to be issued insurance policies with the coverages set forth below:

<i>Type of Insurance</i>	<i>Limit</i>	<i>Amount</i>
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
Excess Liability, umbrella form	Each Occurrence Aggregate	\$1 million \$1 million
Technology Errors and Omissions Insurance	Each Occurrence Aggregate	\$5 million \$15 million
Workers Compensation and Employer Liability	As Required by Iowa law	\$2 million
Cyber Liability / Network Security	Each Occurrence Aggregate	\$5 million \$5 million

- 12.4. Claims Provision. All insurance policies required by this Exhibit, with the exception of the policy for Errors and Omissions Insurance, shall provide coverage on an “occurrence basis” for all claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy. The policy for Errors and Omissions Insurance will provide coverage on a “claims made” basis, provided however, that such policy includes extended reporting period or tail coverage acceptable to the Purchasing Entity.
- 12.5. Certificates of Coverage. At the time of execution of the Agreement, Vendor shall deliver to the Purchasing Entity certificates of insurance showing compliance with these insurance obligations.

Attachment B - Data Protection Addendum**1. Definitions:**

- 1.1. **“Security Breach”** means the loss of control, compromise, unauthorized use, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where: a person other than an authorized user accesses personally identifiable information; or an authorized user accesses Customer Data for a reason other than an authorized purpose.
- 1.2. **“Security Incident”** means an occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of (1) Customer Data, and/or (2) an information system or the information the system Processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies.

2. Confidentiality

- 2.1. Customer Data. The Purchasing Entity owns and has exclusive rights to all Customer Data. Vendor shall treat all Customer Data as Confidential Information, keep it secure, and not disclose or use it for any purpose other than providing goods or services under the Agreement. All uses for commercial or political purposes are strictly forbidden. Vendor shall comply with any restrictions on use or disclosure outlined in the Agreement or applicable law. Vendor may only retain Customer Data for purposes of performing pursuant to the Purchasing Instrument or by prior written approval of the Purchasing Entity. The Vendor may be held civilly or criminally liable for improper use or disclosure of Customer Data. The Vendor shall not link any data provided by DOM or a Purchasing Entity with any other data systems or data sets without prior written permission from the applicable entity.
- 2.2. Vendor Confidential Information. Unless otherwise required by applicable law, the Purchasing Entity will not intentionally disclose Vendor’s Confidential Information to a third party (excluding the Purchasing Entity’s Authorized Contractors) without the Vendor’s prior written consent.
- 2.3. Return or Destruction. Upon completion of duties under this Agreement or upon the specific direction of either party, the other party shall return or destroy Confidential Information and/or Customer Data and not retain any copies thereof, subject to any retention obligations imposed by law. If immediate destruction is not possible, the party retaining such information shall return or destroy the retained information as soon as feasible and shall certify that the retained information will be safeguarded to prevent unauthorized disclosures until it has been purged. Once all Confidential Information and/or Customer Data has been completely purged, the party purging the information shall provide certification of destruction in accordance with methods approved by the National Institute of Standards and Technology.
- 2.4. Compelled Disclosures. In the event that a subpoena or other legal process is served upon either party for Customer Data held by Vendor or for Vendor Confidential Information held by a Purchasing Entity, the party shall promptly notify the other party and cooperate in any lawful effort to defend against the disclosure.
- 2.5. Open Records and Electronic Discovery Requests. Vendor shall assist the Purchasing Entity by providing information needed to comply with open records laws (including Iowa Code Chapter 22) or in connection with any legal process or proceeding. Vendor’s assistance in this regard shall be provided timely and designed to meet the timing obligations imposed by law.

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Vendor will ensure Customer Data is stored and maintained so as to avoid spoliation or other electronic discovery issues.

3. Security/Privacy.

- 3.1. Data Protection. Vendor shall safeguard the confidentiality, integrity, and availability of Customer Data, Customer Property, and the Deliverables. In so doing, Vendor shall implement and maintain reasonable and appropriate administrative, technical, and physical security measures to safeguard against unauthorized access, disclosure, theft, or modification of Customer Data, Customer Property, and Deliverables.
- 3.2. Compliance with Security Plan. Vendor represents and warrants that it will adhere to the cybersecurity plan adopted pursuant to the Vendor Security Framework identified in the CD&E. Vendor will ensure that its internal policies, procedures, and practices align with the objectives and requirements set forth in the cybersecurity plan and the Vendor Security Framework. The identified Vendor Security Framework may be changed or updated from time to time by mutual agreement of the Parties.
- 3.3. Compliance Reporting. Annually during the Term, a Purchasing Entity may request, and Vendor shall provide, evidence of compliance with the applicable security framework with which Vendor complies.
- 3.4. Encryption. All Customer Data shall be encrypted at rest and in transit with controlled access, and the Deliverables shall use TLS 1.2 or higher. Unless otherwise expressly provided herein or otherwise agreed to by the Parties in writing, Vendor is responsible for encryption of Customer Data in its possession. Additionally, Vendor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in Federal Information Processing Standards (FIPS) 140-3, Security Requirements for Cryptographic Modules for all Customer Data, unless the Purchasing Entity approves in writing the storage of Customer Data on a portable device that does not satisfy these standards.
- 3.5. CONUS Obligation. Storage, Processing, transmission, retention, or other maintenance of Customer Data at rest and all backups shall occur solely in the continental United States of America. Vendor shall not allow Vendor personnel to store, Process, or retain Customer Data on any portable devices, including personal computers, tablets, or cell phones, except to the extent such devices are used and permanently stored or backed up at all times only in the continental United States of America.
- 3.6. Import and Export of Data. Purchasing Entity shall have the ability at all times to extract Customer Data and other information from any Vendor systems housing such information or data. Vendor shall assist with such extracts when necessary, shall not interfere with such extracts, shall ensure extracts are provided at no additional charge to the Purchasing Entity, and shall make sure that data can be exported in a commercially reasonable format so that the Purchasing Entity can then import data into other systems. Regarding exporting data and information, the Vendor shall ensure that the Purchasing Entity receives the requested data or information within seven days of making a request. The format of the exported data should be as specified by the Purchasing Entity or, if not feasible, in a commercially reasonable format.
- 3.7. Security Audits. During the Term, DOM or the Purchasing Entity or their representatives may perform security audits/scans of Vendor's environment used to provide Deliverables. Vulnerabilities will be measured using standards set forth at <https://cve.mitre.org/>. Vendor agrees to remediate vulnerabilities identified through such audits within the following timeframes: (a) Critical vulnerabilities: 15 days; (b) Serious vulnerabilities: 30 days.
- 3.8. Access to Security Logs and Reports. Vendor shall provide security logs and reports to DOM and/or the Purchasing Entity in a mutually agreeable format upon request. Such reports shall

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include, at minimum, latency statistics, user access summaries, user access IP address summaries, and user access history and security logs related to Customer Data.

- 3.9. Authentication Protocol Standards Compliance. Vendor shall align Deliverables with the State's preferred authentication protocol methodology or integrate with the State's preferred authentication protocol tool. DOM may authorize an exception to this obligation through prior written approval.
- 3.10. WAF Implementation. The Vendor shall deploy a Web Application Firewall (WAF) to protect all web applications covered under this SOW. The WAF solution shall be maintained in accordance with industry best practices and standards, including regular updates and patches to ensure the highest level of protection against the latest threats.
- 3.11. Personnel Safeguards.
 - 3.11.1. *Background Checks.*
 - 3.11.1.1. *Minimum Requirements.* Vendor shall comply with its internal background check policies. Where Vendor does not have an internal background check policy, or in the event Vendor's background check policy is inadequate based on the nature of Customer Data stored or processed by Vendor, Vendor agrees to comply with DOM background check policy. Vendor shall provide DOM and the Purchasing Entity with these background check results in a mutually agreeable form and manner prior to Vendor staff performing services pursuant to this Agreement or a Purchasing Instrument. In the event of an adverse finding, Vendor personnel may be disqualified from performing services under the Agreement in the sole discretion of the applicable Purchasing Entity.
 - 3.11.1.2. *Costs.* Vendor is responsible for all costs associated with any Vendor personnel background checks, regardless of who performs the background checks.
 - 3.11.1.3. *Additional Screening.* DOM and the Purchasing Entity reserves the right to subject Vendor personnel to additional background checks at any time prior to or during any engagement. Such background checks may include a work history, financial review, request for criminal history data, or local or state criminal history check, national criminal history check through the Federal Bureau of Investigation ("FBI"), or other background check requirements imposed or permitted by law, rule, regulation, order, or policy. Vendor personnel may be required to authorize the release of the results of criminal history checks, including those through the FBI, to one or more other governmental entities. Such background checks may be conducted by the Purchasing Entity or its Authorized Contractors. The Purchasing Entity may also require Vendor to conduct a work history or financial review of Vendor personnel. Vendor shall provide DOM and the Purchasing Entity with these background check results in a mutually agreeable form and manner prior to the commencement of any engagement by Vendor personnel.
 - 3.11.1.4. *Right to Remove Individuals.* The Purchasing Entity and DOM shall have the right at any time to require that the Vendor remove from interaction with the Purchasing Entity or DOM, as applicable, any Vendor representative who the Purchasing Entity or DOM believes is detrimental to its working relationship with the Vendor. The Purchasing Entity or DOM will provide the Vendor with

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notice of its determination and the reasons it requests the removal. If the Purchasing Entity or DOM signifies that a potential security violation exists with respect to the request, the Vendor shall immediately remove such individual. The Vendor shall not assign the person to any aspect of this Agreement or future work orders without the Purchasing Entity's or DOM's consent.

- 3.11.2. *Security Awareness Training.* Vendor personnel providing services to DOM or a Purchasing Entity are required to attend annual security awareness training addressing the importance of securing, safeguarding, and otherwise appropriately handling Customer Property, including Customer Data. Any such security awareness training shall minimally conform with applicable DOM Security Awareness Training policies or requirements. Where a Purchasing Instrument requires compliance with training requirements imposed by federal partners, Vendor agrees to comply with the more stringent training requirements.
- 3.11.3. *Separation of Job Duties and Non-disclosure.* Vendor shall diligently monitor and enforce separation of job duties, and limit access to and knowledge of Customer Property and Customer Data to those Vendor personnel to which such access and knowledge is absolutely necessary to provide the Deliverables hereunder. Vendor personnel may be required to sign the Purchasing Entity's standard confidentiality or non-disclosure agreement(s), or other confidentiality or non-disclosure agreement(s), including as may be required by applicable law, rule, regulation, or policy.

4. **Security Incidents and Breaches.**

4.1. Security Incident or Data Breach Notification:

- 4.1.1. *Reporting Requirements.* Vendor shall report Security Incidents and Security Breaches (collectively "Security Events") to the contact identified in the applicable Purchasing Instrument(s) as well as to the State of Iowa Security Operations Center ("SOC"):

Email: soc@iowa.gov

Local: 515-725-1296

Toll-free: 1-855-422-4357

- 4.1.2. *Notification Timeframes.* Vendor shall notify the SOC of Security Events within the shorter of (a) 72 hours, (b) the timeframe listed in the Purchasing Instrument, or (c) the timeframe imposed by applicable law. Vendor shall only delay notification to DOM and the Purchasing Entity of a Security Event when required to do so by applicable law.
- 4.2. Investigations in Response to Security Events. Vendor agrees at its sole expense to take all steps necessary to promptly remedy any Security Event and to fully cooperate with DOM and the Purchasing Entity in investigating and mitigating any damage from such Security Events. Upon notice of any Security Event, Vendor will immediately institute appropriate controls to maintain and preserve all electronic evidence relating to the Security Event. As soon as practicable during the investigation, Vendor will deliver to the SOC a Security Event assessment and Vendor's plans for future mitigation. When DOM notifies Vendor that the investigation into any Security Event has concluded, Vendor will deliver to DOM and the Purchasing Entity a final root cause assessment and future incident mitigation plan as soon as practicable. Vendor agrees that it will not notify any regulatory authority relating to any

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Security Event unless DOM and the Purchasing Entity specifically request Vendor do so in writing, or unless otherwise required to do so by applicable law.

- 4.3. Consumer Notification Obligation. Vendor shall be responsible for all applicable consumer notification requirements in the event of a Security Event caused in whole or in part by Vendor.
- 4.4. Exposure for Damages related to Security Events. Vendor shall be responsible for all damages arising directly or indirectly, in whole or in part, out of any Vendor act or omission related to a Security Event. Any such damages shall be construed as direct damages for purposes of this Agreement, and such damages expressly include any costs, expenses, damages, fines, legal fees (including the time and expense of the Iowa Attorney General's Office), and court costs related to the Security Event.

5. **Disaster Recovery and Business Continuity.**

- 5.1. Creation, Maintenance, and Testing. Vendor shall maintain a Business Continuity and Disaster Recovery Plan for the Deliverables (“Plan”), test the Plan at least yearly, and implement the Plan in the event of any unplanned interruption. The Plan, compliance history, and testing results will be forwarded to the Purchasing Entity upon request. Throughout the Term, Vendor shall maintain disaster avoidance procedures designed to safeguard the Customer Data, the data processing capability, and the availability of the Deliverables. Additional disaster recovery and business continuity requirements may be set forth in individual Purchasing Instruments.
- 5.2. Activation of Plan. Vendor shall immediately notify DOM and the Purchasing Entity of any disaster or other event that results in the activation of the Plan. If Vendor fails to reinstate the Deliverables impacted by any such disaster within the periods of time set forth in the Plan, DOM or Purchasing Entity, as applicable, may immediately terminate this Agreement or applicable Purchasing Instrument as a non-curable breach and without any penalty or liability. Termination under this section is in addition to any other remedies available hereunder. Force Majeure provisions of the Agreement shall not limit Vendor's obligations under this section.
- 5.3. Backup and Recovery. Except as otherwise set forth in a Purchasing Instrument or Service Level Agreement, Vendor shall maintain a contemporaneous backup of Customer Data such that the data shall be restored within twenty-four hours at any point in time. Additionally, unless otherwise provided in a Purchasing Instrument or applicable Service Level Agreement, Vendor shall store a backup of Customer Data in a facility at least as secure as the production facility no less than daily, and maintain the security of Customer Data consistent with the security requirements set forth in this Agreement. Backups of Customer Data shall not be considered in calculating storage used by DOM or a Purchasing Entity in the event that fees are calculated based on storage used or amount of data transfer under the Agreement. All costs of data restoration shall be borne by Vendor.

6. Survives Termination. Vendor's duties, obligations, and liabilities as set forth in this Data Protection Addendum shall survive termination of this Agreement.