

THOMSON REUTERS

# Westlaw, CLEAR, Print, and HighQ

for the State of Iowa

RESPONSE TO REQUEST FOR BID  
RFB # 1522005021  
Online Legal Research

**SUBMITTED TO**

**Craig Trotter**  
Iowa Department of Administrative Services  
Central Services Enterprise  
1305 E Walnut St  
Des Moines, IA 50319

**SUBMITTAL DATE**

June 1, 2022

**SUBMITTED BY**

**Thomson Reuters**  
(West Publishing Corporation)

**Elizabeth Partington**  
**Procurement and Proposal Management**

Phone: 763.326.6496

Email: [elizabeth.partington@thomsonreuters.com](mailto:elizabeth.partington@thomsonreuters.com)

# Contractor Information

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Any contract resulting from this proposal for Thomson Reuters Westlaw Edge or Thomson Reuters CLEAR will be with West Publishing Corporation, d/b/a West, a Thomson Reuters business:

<b>Legal Contracting Entity:</b>	West Publishing Corporation
<b>Doing Business As (DBA):</b>	West, a Thomson Reuters business
<b>Corporate Address:</b>	610 Opperman Drive, Eagan, MN 55123
<b>Remittance Address:</b>	P.O. Box 6292, Carol Stream, IL 60197-6292
<b>Federal Tax ID #:</b>	41-1426973
<b>DUNS #:</b>	14-850-8286
<b>Cage Code:</b>	89101
<b>Company Size:</b>	Large

## PROCUREMENT SUPPORT

For any questions, forwarding of amendments or modifications, or if our response requires further clarification, contact Elizabeth Partington at 763.326.6496 or [elizabeth.partington@thomsonreuters.com](mailto:elizabeth.partington@thomsonreuters.com).

**REQUEST FOR BIDS**

**RFB COVER SHEET**

**Administrative Information:**

<b>RFB Number</b>	RFB1522005021	<b>Title of RFB</b>	Online Legal Research	
<b>Agency</b>	Iowa Department of Administrative Services (DAS)			
<b>Initial term of Contract</b>				
<b>Number of years of the initial term of the Contract</b>	1	<b>Number of possible annual extensions</b>	5	
<b>Available to Political Subdivisions?</b>	Yes			
State Issuing Officer: Craig Trotter Phone: 515-322-8593 E-mail: craig.trotter@iowa.gov				
<b>PROCUREMENT TIMETABLE—Event or Action</b>			<b>Date/Time (Central Time)</b>	
Questions and Requests for Clarification from Bidders			5/20/2022 @ 1:00 PM	
Bids Due			6/1/2022 @ 1:00 PM	
<b>***NO LATE BIDS WILL BE ACCEPTED***</b>				
<b>Relevant Websites</b>				
Internet website where Addenda to this RFB will be posted <a href="https://vss.iowa.gov/webapp/VSS_ON/AltSelfService">https://vss.iowa.gov/webapp/VSS_ON/AltSelfService</a>				
Internet website where contract terms and conditions are posted <a href="https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf">https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf</a>				
Bid Submittal: Complete and Upload RFB Document to <a href="https://vss.iowa.gov/webapp/VSS_ON/AltSelfService">https://vss.iowa.gov/webapp/VSS_ON/AltSelfService</a>				
<b>Firm Bid Terms</b>				
The minimum number of days following the deadline for submitting Bids that the Bidder guarantees all Bid terms, including price, will remain firm is 120 Days.				

# RFB1522005021 – Online Legal Research

## SECTION 1 - INTRODUCTION

### 1.1 Bidder Instructions

Bidder is to download this document and save to computer. Once saved, type in responses to the required sections and save again. Finally upload the document to VSS with your bid. As an option, the Bidder may print, write in responses, scan, and attach response. If this document is not attached to the bid response in VSS, the Bidder's bid may be disqualified.

### 1.2 Purpose

The purpose of this Request for Bids (RFB) is to solicit bids from qualified providers to provide the goods and/or services described further in this RFB to the Lead Agency and any Participating Agencies. The Lead Agency intends to award a contract(s) beginning and ending on the dates listed in the VSS solicitation, and the Lead Agency may extend the contract(s) for up to the number of annual extensions identified in the VSS solicitation at the sole discretion of the Lead Agency. Any contract(s) resulting from the RFB shall not be an exclusive contract.

### 1.3 Request for Bid (RFB) Definitions

**Definitions** – For the purposes of this RFB and the resulting contract, the following terms shall mean:

**“Agency”** means the agency identified in the VSS solicitation that is issuing the RFB and any other agency that purchases from the Contract.

**“Alternative Bid”** means a response to a bid that does not meet the exact requirements of the specification but offers an alternative for consideration. An alternative bid is submitted with an intentional variation to a provision, specification, term or condition of the solicitation. This alternative, in the opinion of the bidder, achieves the same end result. Alternative bids may be rejected as non-responsive.

**“Bid”** means the Bidder's bid submitted in response to the RFB.

**“Bidder”** means a vendor submitting a bid in response to this RFB.

**“Contract”** means the contract(s) entered into with the successful Bidder(s).

**“Lead Agency”** means the agency facilitating the procurement and establishing the Contract.

**“Participating Agency”** means the agency utilizing the established contract.

**“Political Subdivisions”** means cities, counties, and educational institutions.

**“Responsible Bidder”** means a Bidder that has the capability in all respects to perform the requirements of the Contract. In determining whether a Bidder is a Responsible Bidder, the Agency may consider various factors including, but not limited to, the Bidder's competence and qualifications to provide the goods or services requested, the Bidder's integrity and reliability, the

past performance of the Bidder relative to the quality of the goods or services offered by the Bidder and the best interest of the Agency and the State.

**“Responsive Bid”** means a Bid that complies with each of the provisions of this RFB, or is either an alternative bid or a bid with an exception, if accepted by the Agency.

**“RFB”** means this Request for Bids and any addenda hereto.

**“State”** means the State of Iowa, the Agency identified in the VSS solicitation, and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFB.

**1.4 Contract Term** Insert dates/term and delete option not used.

The term of the contract will begin July 1, 2022 and end June 30, 2023.

The Agency shall have the sole option to renew the contract upon the same or more favorable terms and conditions for up to five (5) annual extensions. The resulting contract will be available to all State Agencies.

**1.5 Background Information**

This RFB is designed to provide Bidders with the information necessary for the preparation of competitive Bids. The RFB process is for the Lead Agency’s and Participating Agencies’ benefit and is intended to provide the Lead Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Bidder is responsible for determining all factors necessary for submission of a comprehensive Bid.

The State of Iowa seeks multiple Bidders qualified to provide access to online primary and secondary legal research resources. Agencies with the State of Iowa need access to a variety of legal research services, including the ability to search legal files, court decisions case summaries of opinions, law references, federal and state court records and other legal information as well as access to legal references, books, and related products.

## SECTION 2 – ADMINISTRATIVE INFORMATION

### 2.1 Issuing Officer

The Issuing Officer identified in the VSS solicitation is the sole point of contact regarding the RFB from the date of issuance until selection of the successful Bidder.

### 2.2 Restriction on Communication

From the issue date of this RFB until announcement of the successful Bidder, Bidders may contact only the Issuing Officer. The Issuing Officer will respond only to electronic questions regarding the procurement process. Questions related to the interpretation of this RFB must be submitted as provided in the VSS solicitation. Oral questions related to the interpretation of this RFB will not be accepted. Bidders may be disqualified if they contact any State employee other than the Issuing Officer about the RFB except that Bidders may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

The Agency assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFB through an addendum.

### 2.3 Amendment to the RFB

The Agency reserves the right to amend the RFB at any time using an addendum. The Bidder shall acknowledge receipt of all addenda in its Bid.

It is the Bidder's sole responsibility to check daily for addenda to posted documents.

### 2.4 Bid Amendment and/or Withdrawal

The Bidder may amend or withdraw and resubmit its Bid at any time before the Bids are due. The amendment must be submitted on Iowa VSS by the Bidder to the bid and received by the time set for the receipt of Bids.

### 2.5 Submission of Bids

The Agency must receive the electronic Bid on: Iowa VSS before the "Bids Due" date and time. **This is a mandatory requirement and will not be waived by the Agency. Any Bid received after this deadline will not be accepted.** It is the Bidder's responsibility to ensure the bid is received prior to the deadline. Email and faxed Bids will not be accepted.

Bidders must furnish all information necessary to enable the Agency to evaluate the Bid. Bids that fail to meet the mandatory requirements of the RFB may be rejected. Oral information provided by the Bidder shall not be considered part of the Bidder's Bid unless it is in writing.

### 2.6 Bid Opening

The Agency will open Bids after the deadline for submission of Bids has passed. However, the names of Bidders who submitted timely Bids will be publicly available after the Bid opening. See Iowa Code Section 72.3. The announcement of Bidders who timely submitted Bids does not mean that an individual Bid has been deemed technically compliant or accepted for evaluation.

### 2.7 Costs of Preparing the Bid

The costs of preparation and delivery of the Bid are solely the responsibility of the Bidder.

## **2.8 Rejection of Bids**

The Agency reserves the right to reject any or all Bids, in whole and in part, received in response to this RFB at any time prior to the execution of a written Contract. Issuance of this RFB in no way constitutes a commitment by the Agency to award a Contract. This RFB is designed to provide Bidders with the information necessary to prepare a competitive Bid. This RFB process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection of a Bidder to provide goods and/or services. It is not intended to be comprehensive and each Bidder is responsible for determining all factors necessary for submission of a comprehensive Bid.

## **2.9 Disqualification**

The Agency will reject outright and will not evaluate Bids if the Bidder fails to deliver the Bid by the due date and time. The Agency may reject outright and may not evaluate Bids for any one of the following reasons:

- The Bidder acknowledges that a requirement of the RFB cannot be met.
- The Bidder's Bid materially changes a requirement of the RFB or the Bid is not compliant with the requirements of the RFB.
- The Bidder's Bid limits the rights of the Agency.
- The Bidder fails to include information necessary to substantiate that it will be able to meet a requirement of the RFB.
- The Bidder fails to timely respond to the Agency's request for information, documents, or references.
- The Bidder fails to include bid security, if required.
- The Bidder fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested.
- The Bidder presents the information requested by this RFB in a format inconsistent with the instructions of the RFB or otherwise fails to comply with the requirements of the RFB.
- The Bidder initiates unauthorized contact regarding the RFB with state employees.
- The Bidder provides misleading or inaccurate responses.
- The Bidder's Bid is materially unbalanced.
- There is insufficient evidence (including evidence submitted by the Bidder and evidence obtained by the Agency from other sources) to satisfy the Agency that the Bidder is properly responsive and responsible to satisfy the requirements of the RFB.
- The Bidder alters the language in Certification Letter or Authorization to Release Information Letter.
- The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.

## **2.10 Nonmaterial Variances**

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Bid if, in the judgment of the Agency, it is in the Agency's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Bidders, that do not change the meaning or scope of the RFB, or that do not reflect a material change in the requirements of the RFB. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFB requirements or excuse the Bidder from full compliance with RFB

specifications or other contract requirements if the Bidder is awarded the contract. The determination of materiality is in the sole discretion of the Agency.

**2.11 Reference Checks**

The Agency reserves the right to contact any reference to assist in the evaluation of the Bid, to verify information contained in the Bid and to discuss the Bidder's qualifications and the qualifications of any subcontractor identified in the Bid.

**2.12 Information from Other Sources**

The Agency reserves the right to obtain and consider information from other sources concerning a Bidder, such as the Bidder's capability and performance under other contracts, the qualifications of any subcontractor identified in the Bid, the Bidder's financial stability, past or pending litigation, and other publicly available information.

**2.13 Verification of Bid Contents**

The content of a Bid submitted by a Bidder is subject to verification. If the Agency in its sole discretion determines that the content is in any way misleading or inaccurate, the Bidder may be disqualified.

**2.14 Bid Clarification Process**

The Agency reserves the right to contact a Bidder after the submission of Bids for the purpose of clarifying a Bid to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Bidder has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Bidder's Bid. The Agency will not consider information received if the information materially alters the content of the Bid or alters the type of goods and/or services the Bidder is offering to the Agency. An individual authorized to legally bind the Bidder shall sign responses to any request for clarification. Responses shall be submitted to the Agency within the time specified in the Agency's request. Failure to comply with requests for additional information may result in rejection of the Bid as non-compliant.

**2.15 Disposition of Bids**

All Bids become the property of the Agency and shall not be returned to the Bidder at the conclusion of the selection process, the contents of all Bids will be in the public domain and be available for inspection by interested parties except for information for which Bidder properly requests confidential treatment according to exceptions provided in *Iowa Code Chapter 22* or other applicable law.

**2.16 Public Records and Requests for Confidential Treatment**

The Agency's release of public records is governed by Iowa Code Chapter 22. Contractors are encouraged to familiarize themselves with Chapter 22 before submitting a Bid. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Contractor as non-confidential records unless Contractor requests specific parts of the Bid be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

**2.17 Form 22 Request for Confidentiality**

***FORM 22 MUST BE COMPLETED AND INCLUDED WITH CONTRACTOR'S BID. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE BID DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE BID CONSIDERED NON-RESPONSIVE AND NOT EVALUATED.***

**2.18 Copyrights**

By submitting a Bid, the Bidder agrees that the Agency may copy the Bid for purposes of facilitating the evaluation of the Bid or to respond to requests for public records. The Bidder consents to such copying by submitting a Bid and warrants that such copying will not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in the Bids.

**2.19 Release of Claims**

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

**2.20 Bidder Presentations**

At the sole discretion of the State, Bidders may be required to make a presentation of the Bid. The presentation may occur at the Agency's offices or at the offices of the Bidder. The determination as to need for presentations, the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Bidder to illustrate the Bidder's Bid. The presentation shall not materially change the information contained in the Bid.

**2.21 Evaluation of Bids Submitted**

Bids that are timely submitted and are not subject to disqualification will be reviewed in accordance with the RFB.

**2.22 Preference**

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 117.

**2.23 Determination of Responsible Bidder & Responsive Bid**

All Bids will be first evaluated to determine if they comply with the bid requirements (i.e. to determine if the Bidder is a Responsible Bidder submitting a Responsive Bid). To be deemed a Responsible Bidder and a Responsive Bid, the Bid must comply with the bid format instructions and answer "Yes" to all parts and include information demonstrating the Bidder will be able to comply with the bid requirements.

**2.24 Evaluation Criteria**

The Agency will evaluate the Responsive Bids submitted by Responsible Bidders to determine the lowest responsible bidder(s) and will award the Contract(s) to the Bidder(s) submitting the lowest responsible bid(s) based on price.

**2.25 Award Notice and Acceptance Period**

Notice of Intent to Award the Contract(s) will be sent to all Bidders submitting a timely Bid and will be posted on Iowa VSS. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award. If the apparent successful Bidder 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 the remaining Bidder the Agency believes will provide the best value to the State.

**2.26 Definition of Contract**

The full execution of a written contract shall constitute the making of a contract for the goods and/or services requested by the RFB and no Bidder shall acquire any legal or equitable rights relative to the contract for goods and/or services until the contract has been fully executed by the successful Bidder and the Agency.

**2.27 Choice of Law and Forum**

This RFB and the Contract are to be governed by the laws of the state of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Bidders are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFB shall be brought in the appropriate Iowa forum.

**2.28 Restrictions on Gifts and Activities**

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Bidders are responsible to determine the applicability of Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to Iowa Code Section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

**2.29 Appeals**

A Respondent whose proposal has been timely filed and who is aggrieved by the award of the department may appeal the decision by filing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the Issuing Officer. The notice must be filed within five days of the date of the Intent to Award notice issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Contractor.

**2.30 Unit Price**

If a discrepancy between the unit price and the item total exists, the unit price prevails.

**2.31 Price Adjustments to Term Contract(s)**

Bid prices shall remain firm the first year of the contract. Price adjustments may be taken into consideration during the contract renewal process. The State reserves the right to accept or reject any proposed price(s) changes. Requested price changes should be submitted to the Iowa Department of Administrative Services – Central Procurement, sixty (60) days prior to the contract anniversary date.

**2.32 Registration**

The successful Bidder will be required to register to do business in Iowa before payment can be made. For Bidder registration documents, go to:

[https://vss.iowa.gov/webapp/VSS\\_ON/AltSelfService](https://vss.iowa.gov/webapp/VSS_ON/AltSelfService)

**2.33 Questions and Requests for Clarification**

Bidders are invited to submit written questions and requests for clarifications regarding the RFB. The questions and requests for clarifications must be received by the Issuing Officer by 05/20/2022 @ 1:00 PM (CT). Oral questions will not be permitted. If the questions and requests for clarifications pertain to a specific section of the RFB, the page and section number(s) must be referenced. Written responses to questions and requests for clarifications will be issued in the form of an addendum and sent to Bidders who received RFBs.

## SECTION 3 – SPECIFICATIONS

All items listed in this Section are Bid Specifications. A successful Bidder must be able to satisfy all these specifications to be deemed a Responsible Bidder.

### 3.1 Services and Content

- a. Full-text coverage of opinions (both reported and unreported) issued by trial and appellate courts in all 50 states and the District of Columbia, including state, federal, and territorial, to include internal page references to official and unofficial report volumes and parallel citations for court reports and opinions for all federal courts of all jurisdictions and all levels as required by the most recent edition of The Bluebook: Uniform System of Citation, and the most recent edition of ALWD Manual: A Professional System of Citation, as well as citation formats required by the courts.
- b. Full-text annotated coverage of state, federal, and territorial statutes and court rules.
- c. Historical full-text annotated coverage of state, federal, and territorial statutes and court rules.
- d. Full-text annotated coverage of state, federal and territorial administrative rules and decisions.
- e. An automatic case history and citation verification service that shows notations to specifically numbered decisions.
- f. Notations to specifically numbered topical headnotes organized by subject matter.
- g. Full-text coverage of state, federal and territorial legislative materials.
- h. Full-text coverage of state, federal and territorial attorneys general opinions.
- i. A legal dictionary with Latin and English phrases.
- j. Briefs from State, federal and territorial courts in the United States.
- k. All United States law reviews, legal periodicals, and bar journals.
- l. National and major Iowa periodicals and newspapers.
- m. National public records and filings.
- n. State public records and filings, if available.
- o. Court dockets.
- p. Investigative tools that can expedite the identification of people and their assets, addresses, relatives and business associates by providing instant access to comprehensive database of public records.

### 3.2 Supplemental Services

- a. Treaties, forms and textbooks.
- b. General legal encyclopedia.
- c. Electronic reporter images
- d. Iowa jury materials, including pattern jury instructions in civil and criminal cases and jury verdict reports and data.
- e. Expert databases with materials such as prior testimony, depositions, transcripts, etc., where such materials are searchable.

### 3.3 Printing, Downloading, and Emailing

Bidder must provide the following printing, downloading, and emailing capabilities:

- a. Printing one more selected document(s) from a printer connected (either directly or as a shared network device) to the user's device.
- b. Downloading one or more selected documents to user's computer to store such document(s) in a user-specified storage media for later printing or manipulation through a word processing program.
- c. Emailing one or more selected document(s).
- d. Unlimited printing, downloading, and emailing or retrieved documents at no additional charge, including all available PDF formats, subject to copyright and licensing restrictions. Downloading and emailing formats shall, at a minimum include word processing, PDF and ASCII text.

### **3.4 Other Requirements**

Bidder must offer the capability to generate Tables of Authority from briefs and similar documents that can be cite-checked for accuracy and inserted into documents. Bidder responding to RFB may include additional features, databases, or benefits not specified and/or required that are considered desirable for better value for an Agency. If such additional features, databases, or benefits will be included in the bid for an additional charge, the bid should indicate the charge attributable to the additional feature, database, or benefit.

### **3.5 Search and Retrieval Capabilities**

- a. Word or phrase search.
- b. Specification of proximity relationship between search terms.
- c. Field or segment searching.
- d. Root expansion and universal character symbols.
- e. Boolean searching.
- f. Option or browsing retrieved documents page by page or search term to search term.
- g. Highlighting of search terms in retrieved results.
- h. The ability to search all state databases at once.
- i. The ability to search all federal courts at once.
- j. The ability to search individual federal circuits.
- k. The ability to search only United States Supreme Court decisions.
- l. The ability to search individual states.
- m. Hypertext links within documents.
- n. Retrieval of documents by citation.
- o. The ability to print and download entire or selected portions of results.
- p. Common language searching.
- q. Citation checking history and treatment.
- r. The ability to extract cities from electronic documents for cite checking.
- s. Electronic Clipping Services.
- t. Search by set index terms and summary fields.
- u. An integrated indexing system with hyperlinks.
- v. Dual and single column printing in plain-text (ASCII) and common word-processing formats.
- w. The ability to track searches.
- x. The ability to save a list of frequently used databases.
- y. The ability to retrieve an individual's research history for up to 14 days.

### **3.6 Methods of Access**

The primary access method will be via the Internet. Some users will have broadband access or may need access using devices such as Android, iPad and/or iPhone. Users will access the Bidder's web page using a standard browser. Any secured information provided shall have the ability to use 128-bit or better encryption for all traffic, including the logon and the research session, if requested.

### **3.7 Special Requirements**

- a. Bidder must provide a method whereby; the user will be notified before trying to access a database that it is not included in the Bidder's flat rate or per password pricing plan.
- b. Bidder may be required to block databases not included in the flat rate contract.
- c. Bidder must provide two (2) additional master passwords, as part of the flat rate agreement, which will allow persons authorized by an Agency to access any database that is not included in the Bidder's flat rate password plan.
- d. Bidder must update and have available online all judicial opinions, state statutes, United States Code, regulations, administrative materials, and related information within 24-hours of release, clarification, and/or modification.
- e. Bidder must provide monthly reports of all Agency's usage identified by password and individual.
- f. Bidder must ensure that all legal materials posted to databases have been reviewed by attorney's with headnotes prepared by attorneys.
- g. Bidder must provide in-person training onsite at no charge as often as required for an Agencies to be proficient in use of the service.
- h. Bidder must provide Agencies with reference documentation on use of the research software and tools in either paper or electronic format.
- i. Bidder must provide an Agencies with a list of discounts on current subscriptions for any printed materials.
- j. Bidder must provide customer service assistance both online and by toll-free telephone. This must be available 24-hours each day.
- k. Bidder must provide technical assistance both online and by toll-free telephone. This must be 24-hours each day.
- l. Bidder must provide manual or
- m. During the contract period, any new Iowa specific databases added by Bidder to its databases directory or catalog must be included in the contract and may be accessed at no additional cost to the Agencies.
- n. Bidder must provide two (2) training passwords for an Agency's training department at no cost to the Agency.

### **3.8 Other Databases and Services**

Databases and services not indicated in the technical specifications must be provided at no more than the Bidder's standard government rate. Bidders must provide a list of optional services and costs upon request. User guides must be provided free of charge, as requested.

### **3.9 Multiple Award**

Multiple awards may be granted to meet the requirements of this Solicitation provided that such awards are differentiated by service, and capabilities of the successful Proposers. Specifically, the State may award separate contracts to Bidders in order to cover a large number of Participating Agencies. The award of multiple contracts is to be determined upon receipt and review of all bids, and based upon the general criteria provided herein. Multiple awards will ensure fulfillment of current and future requirements of the diverse and large number of Participating Agencies.

## SECTION 4 - FORM OF BID

**Instructions** – Bidder is to complete the following. Fill out items with blanks. Indicate “yes” or “no” on items requesting agreement. If a “no” response is indicated, exception must be noted on Attachment 3.

### 4.1 Bidder Information

Business Name: West Publishing Corporation, d/b/a West, a Thomson Reuters business

Official Address: 610 Opperman Drive, Eagan MN, 55123

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Firm's State or Foreign Country of Residence: Minnesota

Sales contact: Elizabeth Partington, Proposal Manager

Telephone Number: 763.326.6496

Fax Number: N/A

Email: elizabeth.partington@thomsonreuters.com

### 4.2 Contract Terms and Conditions

The Contract(s) that the Agency expects to award as a result of this solicitation will be based upon the final Bid submitted by the successful Bidder and the solicitation. The contract between the Agency and the successful Bidder shall be a combination of the specifications, terms and conditions of the solicitation, the contract terms and conditions in the VSS solicitation, the offer of the Bidder contained in the final Bid submitted by the Bidder, written clarifications or changes made in accordance with the provisions of the solicitation, and any other terms deemed necessary by the Agency, except that no objection or amendment by a Bidder to the provisions or terms and conditions of the solicitation shall be incorporated into the Contract unless the Agency has explicitly accepted the Bidder's objection or amendment in writing. The contract terms and conditions contained in the VSS solicitation will be incorporated into the Contract.

The contract terms and conditions may be supplemented at the time of Contract execution and are provided to enable Bidders to better evaluate the costs associated with the solicitation requirements and the Contract. Bidders should plan on the contract terms and conditions contained in the VSS solicitation being included in any contract awarded as a result of this solicitation. All costs associated with complying with these requirements should be included in any pricing quoted by the Bidder. **By submitting a Bid, each Bidder acknowledges its acceptance of the solicitation terms and conditions without change except as otherwise expressly stated in Attachment 3.** If a Bidder takes exception to a provision, it must state the reason for the exception and the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the solicitation may be deemed non-

responsive by the State, in its sole discretion, resulting in possible disqualification of the Bid. The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of the Agency would be served. **Note: See Attachment #6 – Security Terms; if bidder takes exceptions to a specific term(s), track and redline changes in document. Document must then be submitted with bid. By submitting a Bid without Attachment #6, Bidder acknowledges its acceptance of the security terms and conditions without change.**

**Bidder has read and agrees to this section:** Yes  No

#### 4.3 Terms and Conditions

The parties agree to comply with the terms and conditions in the VSS solicitation which are by this reference made a part of the Agreement.

**Bidder has read and agrees to this section:** Yes  No  Please see attachment 3

#### 4.4 Terms of Pcard Acceptance

The State of Iowa prefers to pay Bidders using its Purchasing Card Program (Pcard) whenever possible. Bidders accepting Pcard payments shall comply with the following security measures:

- Bidder shall comply with the most current Payment Card Industry Data Security Standards (PCI DSS) to assure confidential card information is not compromised;
- Bidder shall adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;
- When accepting orders online, Bidder shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or “https” in the web address;
- When accepting orders by phone, Bidder shall send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);
- Bidder shall process payment for items when an order is placed only for items currently in stock and available for shipment, and only for services already rendered;
- Bidder shall confirm that the name of purchaser matches the name on the card;
- Bidder shall shred any documentation with credit card numbers.

For additional information, see the [State of Iowa Purchasing Card Policy and Procedures Manual](#), or visit the [State Pcard website](#).

**Bidder has read and agrees to this section:** Yes  No

#### 4.5 Specifications

Bidder is able to provide and performed as specified in Section 3. By indicating “yes”, a Bidder agrees that it shall comply with that requirement throughout the full term of the resulting Contract, if the Bidder is successful. In addition, for specific requirements, the Bidder shall provide, if requested, specific references and/or supportive information to verify the Bidder’s compliance with the requirement. Failure to provide this information may cause the Bid to be deemed non-responsive and therefore rejected. The Agency reserves the right to determine whether the supportive information submitted by the Bidder demonstrates the Bidder will be able to comply with the Bid Requirements. If the Agency determines the supportive information does not demonstrate the Bidder will be able to comply with the Bid Requirements, the Agency may disqualify the Bid. Please enter the required information on the attachment and upload the document.

**Bidder has read and agrees to this section:** Yes  No

#### 4.6 Bidder Experience

The Bidder must provide the following information regarding its experience:

- Number of years in business
- Number of years of experience with providing the types of goods and/or services sought by the solicitation.
- Describe the level of technical experience in providing the types of goods and/or services sought by the solicitation.
- List all goods and/or services similar to those sought by this solicitation that the Bidder has provided to other businesses or governmental entities.

Thomson Reuters is a leading provider of business and information services. Our products include highly specialized information-enabled software and tools for legal, tax, account, and compliance professionals, combined with the world's most global news service - Reuters. Our company purpose is to Inform the Way Forward, which reflects our commitment to serve professionals, advance critical institutions, and build trust through our products and with our actions.

The business has operated in more than 100 countries for more than 150 years. In 2021, we employed a global team of more than 24,000 professionals and our revenues were US \$6.348 billion. More information on Thomson Reuters can be found at [tr.com](http://tr.com).

West, a part of Thomson Reuters, is the foremost provider of integrated information solutions to the U.S. legal market. West has been providing the highest-quality legal, regulatory, and business information and the most innovative technology tools to manage it, for more than 150 years.

As the incumbent provider of Online Legal Research services to the State of Iowa (Contract #17001, we are confident that we can meet, and exceed, the online legal research needs of the State of Iowa purchasing agencies. More information about West can be found at [legalsolutions.thomsonreuters.com](http://legalsolutions.thomsonreuters.com).

#### 4.7 Terminations, Litigation, Debarment

The Bidder must provide the following information:

- During the last five (5) years, has the Bidder had a contract for goods and/or services terminated for any reason? If so, provide full details related to the termination.
- During the last five (5) years, describe any damages or penalties or settlements to resolve disputes entered into by Bidder under any of its existing or past contracts as it relates to goods and/or services performed that are similar to the goods and/or services contemplated by this RFB. If so, indicate the reason for the penalty or exchange of property, goods, or services and the estimated amount of the cost of that incident to the Bidder.
- During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Bidder to engage in any business, practice or activity.
- During the last five (5) years, list and summarize all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Bidder or its officers have been a party.
- The Bidder must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the Bid or termination of any subsequent Contract.

- This is a continuing disclosure requirement. Any such matter commencing after submission of a Bid, and with respect to the successful Bidder after the execution of a Contract, must be disclosed in a timely manner in a written statement to the Agency.

There have been no claims against West Publishing Corporation over the past 5 years that would materially affect West Publishing Corporation's ability to deliver or perform the requested services outlined in this RFP.

Any previous litigations or threatened litigation, administrative, or regulatory proceedings are in the ordinary course of business and not material to our operations.

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**4.8 Bidder Reference**

The Bidder shall provide the following general background information: References from three (3) previous customers or clients knowledgeable of the Bidder'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. Please attach a document with the required information.

Please see our references included at the end of this document.

**4.9 Preference**

The Bidder shall provide the following general background information: For an out-of-state Bidder, Bidder certifies the Resident Preference given by the State or Foreign Country of Bidder's residence. Enter the resident preference in the text box or indicate no preference.

**Bidder's state has a preference law:** Yes  No  Bidder's state Minnesota

**4.10 Open Competition**

Where, in these specifications, reference is made to materials, trade names, or articles of certain manufacture, it is done for the purpose of establishing a base of comparative quality type, and style and not for the purpose of limiting competition. Other materials or brands may be accepted

if, in the opinion of the State of Iowa, they are equal in quality and of a design in harmony with the intent of these specifications. Samples WILL or MAY be requested to determine acceptance.

**Bidder has read and agrees to this section:** Yes  No

**4.11 Silence of Specification**

The apparent silence of these specifications as to any details or the omission from it of a detail description concerning any point shall be interpreted as meaning that only the best commercial practices are to prevail, and that only materials and/or workmanship of finest quality shall be used.

**Bidder has read and agrees to this section:** Yes  No

**4.12 FOB Destination, Freight Prepaid**

**Bidder has read and agrees to this section:** Yes  No

**4.13 Delivery Time**

Provide the expected number of days after receipt of order until delivered to the specified facility. Expected number of days: \_\_\_\_\_

**Bidder has read and agrees to this section:** Yes  No

**4.14 Award by Supplier**

The Iowa Department of Administrative Services has determined that the award will be made to the multiple Bidders with the best overall price and subscription services.

**Bidder has read and agrees to this section:** Yes  No

**4.15 Administrative Fee**

In addition to the approved discounts or prices specified in the Contract herein, the Bidder shall pay to the Agency a 1.00% Administrative Fee on all sales made against this Contract. The fee shall be paid quarterly to the Iowa Department of Administrative Services, Central Procurement; Attn: Chief Operating Officer, Level 3, Hoover State Office Building, 1305 E. Walnut Street, Des Moines, IA 50319-0105.

**Bidder has read and agrees to this section:** Yes  No

**4.16 Criminal History and Background Information**

The Bidder hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Bidder, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Bidder for the performance of the Contract.

**Bidder has read and agrees to this section:** Yes  No

**4.17 Insurance**

The Contract will require the successful Bidder to maintain insurance coverage(s) in accordance with the contractual provisions. Bidder shall, at its sole expense, maintain in full force and effect, with insurance companies admitted to do business in the State of Iowa and acceptable to the Agency, insurance covering its work of the type and in amounts required by this Contract. Bidder’s insurance shall, among other things, insure against any loss or damage resulting from or related to Bidder’s performance of this Contract regardless of the date the claim is filed or expiration of the policy. All insurance policies required by this Contract shall: (i) be subject to the approval of the Agency; (ii) remain in full force and effect for the entire term of this Contract; and (iii) not be canceled, reduced or changed without the Agency’s prior written consent. The State of Iowa and Agency shall be named as additional insureds on all such policies, and all such policies shall include the following endorsement: “It is hereby agreed and understood that the State of Iowa and the Agency are named as additional insured, and that the coverage afforded to the State of Iowa and the Agency under this policy shall be primary insurance. If the State of Iowa or the Agency have other insurance which is applicable to a loss, such other insurance shall be on an excess, secondary or contingent basis. The amount of the insurer’s liability under this policy shall not be reduced by the existence of such other insurance.” Unless otherwise requested by the Agency, Bidder shall cause to be issued insurance policies with the coverages set forth below:

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

**4.17.1 Certificates of Coverage**

At the time of execution of this Contract, Bidder shall deliver to the Agency certificates of insurance certifying the types and the amounts of coverage, certifying that said insurance is in force before the Bidder starts work, certifying that said insurance applies to, among other things, the work, activities, products and liability of the Bidder related to this Contract, certifying that the State of Iowa and the Agency are named as additional insureds on the policies of insurance by endorsement as required herein, and certifying that no cancellation or modification of the insurance will be made without at least thirty (30) days prior written notice to the Agency. All certificates of insurance shall be subject to approval by the Agency. The Bidder shall simultaneously with the delivery of the certificates deliver to the Agency one duplicate original of each insurance policy. Liability of Bidder Acceptance of the insurance certificates by the Agency shall not act to relieve

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

**4.17.2 Waiver of Subrogation Rights**

Bidder shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the Agency or the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the Agency. Filing of Claims In the event either the Agency or the State suffers a loss and is unable to file a claim under any policy of insurance required under this Contract, the Bidder shall, at the Agency's request, immediately file a proper claim under such policy. Bidder will provide the Agency with proof of filing of any such claim and keep the Agency fully informed about the status of the claim. In addition, Bidder agrees to use its best efforts to pursue any such claim, to provide information and documentation requested by any insurer providing insurance required hereunder and to cooperate with the Agency and the State. Bidder shall pay to the Agency and the State any insurance proceeds or payments in receives in connection with any such claim immediately upon Bidder's receipt of such proceeds or payments.

**4.17.3 Proceeds**

In the event the Agency or the State suffers a loss that may be covered under any of the insurance policies required, neither the Bidder nor any subsidiary or affiliate thereof shall have any right to receive or recover any payments or proceeds that may be made or payable under such policies until the Agency and/or the State have fully recovered any losses, damages or expenses sustained or incurred by it (subject to applicable policy limits), and Bidder hereby assigns to the Agency and the State all of its rights in and to any and all payments and proceeds that may be made or payable under each policy of insurance required under this Contract.

**Bidder has read and agrees to this section:**      Yes  No

**4.18 Standard of Quality**

The item(s) specified in this program by brand name are intended to establish a standard of quality, which will be required. Similar item or items of manufacturers other than those listed which are included in the bids submitted will be considered if comparable in quality and function. It will be the responsibility of the Bidder to provide all technical information as to the acceptability of the alternate item(s). All products delivered shall be fully guaranteed to be free of defects, first quality no seconds or irregulars shall be accepted.

**Bidder has read and agrees to this section:** Yes  No

**4.19 Nonprofits**

The resulting Contract will be made available to nonprofit entities that qualify under I.R.S. § 501 (c) provisions.

**Bidder has read and agrees to this section:** Yes  No

**4.20 Payment Terms**

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

What discount will you give for payment in 15 days? \_\_\_\_\_

What discount will you give for payment in 30 days? \_\_\_\_\_

**Bidder has read and agrees to this section:** Yes  No  Please see attachment 3

**4.21 Quarterly Report**

The Bidder shall provide an electronic detailed quarterly report on ALL sales made under this Contract via e-Mail to the Iowa Department of Administrative Services, Central Procurement. Attention: Issuing Officer Craig Trotter, craig.trotter@iowa.gov. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, full product description, SKU Numbers, quantity, invoice number, unit and extended invoice prices. Bidder's Bid must 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.

**Bidder has read and agrees to this section:** Yes  No

**4.22 Public Entities (Political Subdivisions)**

The resulting Contract will be made available to Political Entities, i.e. cities, counties, and schools.

**Bidder has read and agrees to this section:** Yes  No

**4.23 Firm Contract Pricing**

Any contract that results from this bid will have firm pricing for one year.

**Bidder has read and agrees to this section:** Yes  No

**4.24 Invoicing**

All invoicing will be submitted to the attention of "Accounts Payable" and addressed to the facility receiving the goods or services. The State shall pay the Contractor monthly, within the period of time provided for by applicable State statute, after receipt of the Contractor's invoice for the goods and/or services supplied by the Contractor in the prior calendar month. The invoice will be itemized with a description goods or services provided that corresponds directly to a line item on the Contractual Agreement or Master Agreement that results from this RFB. Each line should also list the quantity, unit of measure, price per unit of measure, line item totals and invoice total. The

remit to address on the invoice must match the remit to address that was submitted with registration to do business with the State of Iowa. Payment terms on the invoice must match the payment terms agreed to in the RFB bid submission.

**Bidder has read and agrees to this section:** Yes  No

#### 4.25 Best and Final Offers

The Issuing officer reserves the right to conduct discussions with Bidders for obtaining “best and final offers.” To obtain best and final offers from Bidders, the Issuing Officer may do one or more of the following: enter into pre-selection negotiations, including the use of an on-line auction; schedule oral presentations; and request revised Bids.

**Bidder has read and agrees to this section:** Yes  No

#### 4.26 Adjustments in Pricing

Adjustments in pricing shall be at the discretion of the Issuing Officer.

- Original pricing shall remain firm and fixed for at least 365 calendar days after the effective date of the contract.
- Be the result of increases at the manufacturer’s level, incurred after contract commencement date.
- Not produce a higher profit margin than that on the original contract.
- Clearly identify the items impacted by the increase.
- Be filed with State Procurement Coordinator a minimum of 60 calendar days before the effective date of proposed increase.
- Be accompanied by documentation acceptable to the State Procurement Coordinator sufficient to warrant the increase.
- United States published indices such as the Producer Price Index or other government data will be referenced to help substantiate the Bidder’s documentation. Informational **Only: At the time of publishing of the IFB, one related PPI appears to be (WPU): 05310105- Natural Gas (others may exist).** A link to the PPI Commodity Data is available at: <https://www.bls.gov/ppi/>
- The Adjustment shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
- Must not deviate from the contract pricing scheme/methodology.
- During the contract period, any price declines at the manufacturer’s level or cost reductions to Contractor shall be reflected in a reduction of the contract price retroactive to Contractor's effective date.
- During the term of this contract, should the Contractor enter into pricing agreements with other customers providing greater benefits or lower pricing, Contractor shall immediately amend the State contract to provide similar pricing to the State if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. Contractor shall immediately notify the State Procurement Coordinator of any such contracts entered into by Contractor.

**Bidder has read and agrees to this section:** Yes  No

#### 4.27 Additional Items

The State reserves the right to add additional service items to the Contract during the life of the Contract, if it is to the best advantage to the State to do so. Items or manufacturers may only be

added upon the agreement of the Department of Administrative Services, Procurement and the Contracted Supplier.

**Bidder has read and agrees to this section:** Yes  No

**4.28 Pricing**

Pricing must include all delivery, packaging and administrative costs including, but not limited to, any US import charges associated with the product. There shall be no minimum order quantities or total order amount required from the agency, by the respondent. All bid pricing must be rounded to the nearest hundredth (0.00), US currency.

**Bidder has read and agrees to this section:** Yes  No

**4.29 Pricing Restrictions**

Pricing restrictions shall be disclosed at the time of bid. Bidders with pricing restrictions will be taken into consideration for minimum order quantities or total order amount required from the ordering agency.

**Bidder has read and agrees to this section:** Yes  No

**General Terms and Conditions for Service Contracts/Solicitations**  
**Effective 5/1/2016**

**1.1 Definitions**

The following words shall be defined as set forth below:

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

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

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

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

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

**“Contract Declarations & Execution Page(s)”** means the document that contains basic information about the Contract and incorporates by reference these General Terms for Services Contracts, the Special Terms, and all other attachments to the Contract Declarations and Executions Page(s).

**“Deficiency”** means a defect, flaw, anomaly, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including, without limitation, any failure of a deliverable to conform to or meet an applicable specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable.

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

**“Documentation”** means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and

materials related to or used in conjunction with the Deliverables, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media.

**“RFP” means** the Request for Proposals or Request for Bids (and any Addenda thereto) identified on the Contracts Declarations and Execution Page(s) that was issued to solicit the Deliverables that are subject to the Contract.

**“Special Contract Attachments”** means any attachment to this Contract indicated on the Contract Declarations & Execution Page(s).

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

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

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

**1.2 Availability of Contract to Other Entities**

All other agencies of the State of Iowa and all political subdivisions of the State of Iowa may make purchases pursuant to the Contract as permitted by the Competitive Bidding Document.

**1.3 Duration of Contract**

The term of the Contract shall begin and end on the dates specified on the Contract Declarations & Execution Page(s), unless extended or terminated earlier in accordance with the termination provisions of this Contract. The Agency may, in its sole discretion, exercise any applicable extension by giving the Contractor written notice of the extension decision at least sixty (60) days prior to the expiration of the initial term or renewal term.

**1.4 Scope of Work**

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

**1.5 Compensation**

**1.5.1 Pricing**

The Contractor will be compensated in accordance with the payment terms outlined in the Contract Payment Terms and Scope of Work described in the Special Terms.

The Contractor shall submit, on the frequency established on the Contract Declarations & Execution Page(s) an invoice for Deliverables rendered in accordance with this Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The Agency shall verify the Contractor's performance of the Deliverables outlined in the invoice before making payment. The Agency shall pay all approved invoices in arrears and in conformance with Iowa Code 8A.514. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code § 8A.514.

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

**1.5.2 The State has established rules for limitations on reimbursement expenses**

Please reference Department of Administrative Services - State Accounting Enterprise Procedure 210-245 (accessible on the internet) for limits on travel expenses.

**1.5.3 Withholding Payments**

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

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

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

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

**1.5.4 Setoff Against Sums Owed by the Contractor**

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

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

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

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

## **1.6 Termination**

### **1.6.1 Immediate Termination by the State**

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

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

### **1.6.2 Termination for Cause by the Agency**

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

- 1.6.2.1** Contractor furnished any statement, representation, warranty or certification in connection with this Contract, the RFP or the Proposal that is false, deceptive, or materially incorrect or incomplete;
- 1.6.2.2** Contractor or any of Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;
- 1.6.2.3** Contractor or any parent or affiliate of Contractor owning a controlling interest in Contractor dissolves;
- 1.6.2.4** Contractor terminates or suspends its business;
- 1.6.2.5** Contractor's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited, or any license or certification held by

Contractor related to Contractor's performance under this Contract is suspended, terminated, revoked, or forfeited;

- 1.6.2.6** Contractor has failed to comply with any applicable international, federal, state (including, but not limited to Iowa Code chapter 8F), or local laws, rules, ordinances, regulations or orders when performing within the scope of this Contract;
- 1.6.2.7** The Agency determines or believes the Contractor has engaged in conduct that: (a) has or may expose the Agency or the State to material liability, or (b) has caused or may cause a person's life, health or safety to be jeopardized;
- 1.6.2.8** Contractor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or Contractor misappropriates or allegedly misappropriates a trade secret;
- 1.6.2.9** Contractor fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy; or
- 1.6.2.10** Any of the following has been engaged in by or occurred with respect to Contractor or any corporation, shareholder or entity having or owning a controlling interest in Contractor:
  - 1.6.2.10.1** Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;
  - 1.6.2.10.2** Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;
  - 1.6.2.10.3** Making an assignment for the benefit of creditors;

**1.6.2.10.4** Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with Contractor's performance of its obligations under this Contract; or

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

**1.6.3 Termination upon Notice**

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

**1.6.4 Termination Due to Lack of Funds or Change in Law**

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

**1.6.4.1** The legislature or governor fail in the sole opinion of the Agency to appropriate funds sufficient to allow the Agency to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or

**1.6.4.2** If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Agency to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Agency in its sole discretion; or

**1.6.4.3** If the Agency's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or

**1.6.4.4** If the Agency's duties, programs or responsibilities are modified or materially altered; or

**1.6.4.5** If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Agency's ability to fulfill any of its obligations under this Contract. The Agency shall provide Contractor with written notice of termination pursuant to this section.

**1.6.5 Limitation of the State's Payment Obligations**

In the event of termination of this Contract for any reason by either party (except for termination by the Agency pursuant to Section 1.6.2), the Agency shall pay only those amounts, if any, due and owing to Contractor hereunder for Deliverables actually and

satisfactorily provided in accordance with the provisions of this Contract up to and including the date of termination of this Contract and for which the Agency is obligated to pay pursuant to this Contract; provided however, that in the event the Agency terminates this Contract pursuant to Section 1.6.4, the Agency's obligation to pay Contractor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of invoices and proper proof of Contractor's claim. Notwithstanding the foregoing, this Section 1.6.5 in no way limits the rights or remedies available to the Agency and shall not be construed to require the Agency to pay any compensation or other amounts hereunder in the event of Contractor's breach of this Contract or any amounts withheld by the Agency in accordance with the terms of this Contract. The Agency shall not be liable, under any circumstances, for any of the following:

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

**1.6.6 Contractor's Termination Duties**

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

- 1.6.6.1** Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work performed under the Contract and such other matters as the Agency may require.
- 1.6.6.2** Immediately cease using and return to the Agency any property or materials, whether tangible or intangible, provided by the Agency to Contractor.
- 1.6.6.3** Cooperate in good faith with the Agency and its employees, agents and independent contractors during the transition period between the notification of termination and the substitution of any replacement service provider.
- 1.6.6.4** Immediately return to the Agency any payments made by the Agency for Deliverables that were not rendered or provided by Contractor.

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

**1.6.7 Termination for Cause by Contractor**

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

**1.7 Confidential Information**

**1.7.1 Access to Confidential Information**

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

**1.7.2 No Dissemination of Confidential information**

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

**1.7.3 Subpoena**

In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the Agency and cooperate with the Agency in any lawful effort to protect the confidential information.

**1.7.4 Reporting of Unauthorized Disclosure**

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

**1.7.5**

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

**1.7.6 Survives Termination**

The Contractor's obligations under this section shall survive termination or expiration of this Contract.

**1.8 Indemnification**

**1.8.1 By the Contractor**

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

**1.8.1.1** Any breach of this Contract;

**1.8.1.2** Any negligent, intentional or wrongful act or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor;

**1.8.1.3** The Contractor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;

**1.8.1.4** Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Iowa;

**1.8.1.5** Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights or personal rights of any third party, including any claim that any Deliverable or any use thereof

(or the exercise of any rights with respect thereto) infringes, violates or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other intellectual property right or proprietary right of any third party.

**1.8.2 Survives Termination.**

Contractor's duties and obligations under this section shall survive the termination of this Contract and shall apply to all acts or omissions taken or made in connection with the performance of this Contract regardless of the date any potential claim is made or discovered by the Agency or any other Indemnified Party.

**1.9 Insurance**

**1.9.1 Insurance Requirements**

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

**1.9.2 Types and Amounts of Insurance Required**

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

**1.9.3 Certificates of Coverage**

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

**1.9.4 Waiver of Subrogation Rights**

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

## **1.10 Project Management & Reporting**

### **1.10.1 Project Manager**

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

### **1.10.2 Review Meetings**

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

### **1.10.3 Reports**

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

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

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

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

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

### **1.10.4 Problem Reporting Omissions**

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

### **1.10.5 Change Order Procedure**

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

- 1.10.5.1** Written Request: The Agency shall specify in writing the desired modifications to the same degree of specificity as in the original Scope of Work.
- 1.10.5.2** The Contractor's Response: The Contractor shall submit to the Agency a firm cost proposal for the requested change order within five (5) business days of receiving the change order request.
- 1.10.5.3** Acceptance of the Contractor Estimate: If the Agency accepts the cost proposal presented by the Contractor, the Contractor shall provide the modified Deliverable subject to the cost proposal included in the Contractor response. The Contractor's provision of the modified deliverables shall be governed by the terms and conditions of this Contract.
- 1.10.5.4** Adjustment to Compensation: The parties acknowledge that a change order for this Contract may or may not entitle the Contractor to an equitable adjustment in the Contractor's compensation or the performance deadlines under this Contract.

## **1.11 Legislative Changes**

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

## **1.12 Intellectual Property**

### **1.12.1 Ownership and Assignment of Other Deliverables**

Contractor agrees that the State and Agency shall become the sole and exclusive owners of all Deliverables. Contractor hereby irrevocably assigns, transfers and conveys to the State and the Agency all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. Contractor represents and warrants that the State and the Agency shall acquire good and clear title to all Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of Contractor or of any third party, including any employee, agent, contractor, subcontractor, subsidiary or affiliate of Contractor. The Contractor (and Contractor's employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the Agency

and the payment of such royalties or other compensation as the Agency deems appropriate. Unless otherwise requested by Agency, upon completion or termination of this Contract, Contractor will immediately turn over to Agency all Deliverables not previously delivered to Agency, and no copies thereof shall be retained by Contractor or its employees, agents, subcontractors or affiliates, without the prior written consent of Agency.

**1.12.2 Waiver**

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

**1.12.3 Further Assurances**

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

**1.13 Warranties**

**1.13.1 Construction of Warranties Expressed in this Contract with Warranties Implied by Law**

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

**1.13.2 Contractor represents and warrants that:** (1) all Deliverables shall be wholly original with and prepared solely by Contractor; or it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses and authority necessary to provide the Deliverables to the Agency hereunder and to assign, grant and convey the rights, benefits, licenses and other rights assigned, granted or conveyed to the Agency hereunder or under any license agreement related hereto without violating any rights of any third party; (2) Contractor 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 Agency herein; and (3) the Agency shall peacefully and quietly have, hold, possess, use and enjoy the Deliverables without suit, disruption or interruption.

**1.13.3 Contractor represents and warrants that:** (1) the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and (2) the Agency's use of, and exercise of any rights with respect to,

the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. Contractor further represents and warrants there is no pending or threatened claim, litigation or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. Contractor shall inform the Agency in writing immediately upon becoming aware of any actual, potential or threatened claim of or cause of action for infringement or violation of an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then Contractor shall, at the Agency's request and at the Contractor's sole expense: (1) procure for the Agency the right or license to continue to use the Deliverable at issue; (2) replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; (3) modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; or (4) accept the return of the Deliverable at issue and refund to the Agency all fees, charges and any other amounts paid by the Agency with respect to such Deliverable. In addition, Contractor agrees to indemnify, defend, protect and hold harmless the State and its officers, directors, employees, officials and agents as provided in the Indemnification section of this Contract, including for any breach of the representations and warranties made by Contractor in this section. The foregoing remedies shall be in addition to and not exclusive of other remedies available to the Agency and shall survive termination of this Contract.

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

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

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

**1.13.7 Obligations Owed to Third Parties**

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

**1.14 Acceptance Testing**

Except as otherwise specified in the Scope of Work, all Deliverables shall be subject to the Agency's Acceptance Testing and Acceptance, unless otherwise specified in the Statement of Work. Upon completion of all work to be performed by Contractor with respect to any Deliverable, Contractor shall deliver a written notice to the Agency certifying that the Deliverable meets and conforms to applicable Specifications and is ready for the Agency to conduct Acceptance Tests; provided, however, that Contractor shall pretest the Deliverable to determine that it meets and operates in accordance with applicable Specifications prior to delivering such notice to the Agency. At the Agency's request, Contractor shall assist the Agency in performing Acceptance Tests at no additional cost to the Agency. Within a reasonable period of time after the Agency has completed its Acceptance Testing, the Agency shall provide Contractor with written notice of Acceptance or Non-acceptance with respect to each Deliverable that was evaluated during such Acceptance Testing. If the Agency determines that a Deliverable satisfies its Acceptance Tests, the Agency shall provide Contractor with notice of Acceptance with respect to such Deliverable. If the Agency determines that a Deliverable fails to satisfy its Acceptance Tests, the Agency shall provide Contractor with notice of Non-acceptance with respect to such Deliverable. In the event the Agency provides notice of Non-acceptance to Contractor with respect to any Deliverable, Contractor shall

correct and repair such Deliverable and submit it to the Agency within ten (10) days of Contractor's receipt of notice of Non-acceptance so that the Agency may re-conduct its Acceptance Tests with respect to such Deliverable. In the event the Agency determines, after re-conducting its Acceptance Tests with respect to any Deliverable that Contractor has attempted to correct or repair pursuant to this section, that such Deliverable fails to satisfy its Acceptance Tests, then the Agency shall have the continuing right, at its sole option, to:

- 1.14.1** Require Contractor to correct and repair such Deliverable within such period of time as the Agency may specify in a written notice to Contractor;
- 1.14.2** Refuse to accept such Deliverable without penalty and without any obligation to pay any fees or other amounts associated with such Deliverable (or receive a refund of any fees or amounts already paid with respect to such Deliverable);
- 1.14.3** Accept such Deliverable on the condition that any fees or other amounts payable with respect thereto shall be reduced or discounted to reflect, to the Agency's satisfaction, the Deficiencies present therein and any reduced value or functionality of such Deliverable or the costs likely to be incurred by the Agency to correct such Deficiencies; or
- 1.14.4** Terminate this Contract and/or seek any and all available remedies, including damages. Notwithstanding the provisions of Section 1.6.1 of this Contract, the Agency may terminate this Contract pursuant to this section without providing Contractor with any notice or opportunity to cure provided for in Section 1.6.1. The Agency's right to exercise the foregoing rights and remedies, including termination of this Contract, shall remain in effect until Acceptance Tests are successfully completed to the Agency's satisfaction and the Agency has provided Contractor with written notice of Final Acceptance. If the Agency determines that all Deliverables satisfy its Acceptance Tests, the Agency shall provide Contractor with notice of Final Acceptance with respect to such Deliverables. Contractor'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 Agency's rights to enforce the terms of this Contract or require performance in the event Contractor breaches this Contract or any Deficiency is later discovered with respect to such Deliverable(s).

## **1.15 Contract Administration**

### **1.15.1 Independent Contractor**

The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents and any subcontractors performing under this Contract are not employees or agents of the State or any agency, division or department of the State simply by virtue of work performed pursuant to this Contract. Neither the Contractor nor its employees shall be considered employees of the Agency or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Contract. The Agency will not withhold taxes on behalf of the Contractor (unless required by law).

**1.15.2 Incorporation of Documents**

To the extent this Contract arises out of an RFP, the parties acknowledge that the Contract consists of these contract terms and conditions as well as the RFP and the Bid Proposal. The RFP and the Bid Proposal are incorporated into the Contract by reference, except that no objection or amendment by the Contractor to the provisions of the RFP shall be incorporated by reference into the Contract unless the Agency has explicitly accepted the Contractor's objection or amendment in writing. If there is a conflict between the Contract, the RFP and the Bid Proposal, the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the RFP; (3) the Bid Proposal.

**1.15.3 Intent of References to Bid Documents**

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

**1.15.4 Compliance with the Law; Nondiscrimination in Employment.**

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

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

In the event Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract as set forth in section 1.15.11, Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

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

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

**1.15.5 Procurement**

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

**1.15.6 Non-Exclusive Rights**

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

**1.15.7 Non-Supplanting Requirement**

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

**1.15.8 Compliance with Iowa Code chapter 8F**

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

**1.15.9 Amendments**

This Contract may be amended in writing from time to time by mutual consent of the parties. Amendments to the General Terms for Services Contracts may appear in the Special Terms.

**1.15.10 Third Party Beneficiaries**

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

**1.15.11 Use of Third Parties**

The Agency acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor's obligations under this Contract. The Contractor shall notify the Agency in writing of all subcontracts relating to Deliverables to be provided under this Contract prior to the time the subcontract(s) become effective. The Agency reserves the right to review and approve all subcontracts. The

Contractor may enter into these contracts to complete the project provided that the Contractor remains responsible for all Deliverables provided under this Contract. All restrictions, obligations and responsibilities of the Contractor under this Contract shall also apply to the subcontractors and the Contractor shall include in all of its subcontracts a clause that so states. The Agency shall have the right to request the removal of a subcontractor from the Contract for good cause.

**1.15.12 Choice of Law and Forum**

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

**1.15.13 Assignment and Delegation**

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

**1.15.14 Integration**

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

**1.15.15 Headings or Captions**

The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

**1.15.16 Not a Joint Venture**

Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

**1.15.17 Joint and Several Liability**

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

**1.15.18 Supersedes Former Contracts or Agreements**

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

**1.15.19 Waiver**

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

**1.15.20 Notice**

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

**1.15.20.1** At the time it is actually received; or,

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

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

**1.15.21 Cumulative Rights**

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

**1.15.22 Severability**

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

**1.15.23 Time is of the Essence**

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

**1.15.24 Authorization**

Contractor represents and warrants that:

**1.15.24.1** It has the right, power and authority to enter into and perform its obligations under this Contract.

**1.15.24.2** It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

**1.15.25 Successors in Interest**

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

**1.15.26 Records Retention and Access**

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

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

- 1.15.26.2** The Contractor shall maintain accounting records supported by source documentation that may include but are not limited to cancelled checks, paid bills, payroll, time and attendance records, and contract award documents.
- 1.15.26.3** The Contractor, in maintaining project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the Agency.
- 1.15.26.4** The Contractor shall maintain a sufficient record keeping system to provide the necessary data for the purposes of planning, monitoring and evaluating its program.
- 1.15.26.5** The Contractor shall retain all medical records for a period of six (6) years from the last date of service for each patient; or in the case of a minor patient or client, for a period consistent with that established by Iowa Code section 614.1(9). Client records, which are non-medical, must be maintained for a period of five (5) years.

**1.15.27 Audits or Examination of Records**

- 1.15.27.1** Contractors that expend \$750,000 or more in a fiscal year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements. Single audits must be completed and the data collection form and reporting package must be submitted electronically to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after Contractor's receipt of the auditor's report(s), or nine months after the end of the audit period. The Contractor shall submit to the Agency one (1) copy of the separate letter to management addressing non-material findings, if provided by the auditor, promptly following receipt by Contractor. Contractor shall also submit one (1) copy of the final audit report to the Agency within thirty (30) days after Contractor's receipt thereof, if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. The requirements of this subsection shall apply to the Contractor as well as any subcontractors.
- 1.15.27.2** If a Contractor is independently audited but is not required to submit the audit report per the criteria in subsection 1.15.27.1 above, the Contractor shall submit to the Agency one (1) copy of the separate letter to management addressing non-material findings, if provided by the auditor, promptly following receipt by Contractor. Within fifteen (15) days following

Agency's request, the Contractor shall also submit one (1) copy of the final audit report to the Agency.

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

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

**1.15.28 Qualifications of Staff**

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

**1.15.29 Solicitation**

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

**1.15.30 Obligations Beyond Contract Term**

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

**1.15.31 Counterparts**

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

**1.15.32 Delays or Impossibility of Performance**

Neither party shall be in default under the Contract if performance is prevented, delayed or made impossible to the extent that such prevention, delay, or impossibility is caused by a "force majeure." The term "force majeure" as used in this Contract includes an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care, such as acts of God, war, civil disturbance and other similar causes. The delay or

impossibility of performance must be beyond the control and without the fault or negligence of the parties. "Force majeure" does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of Contractor; claims or court orders that restrict Contractor's ability to deliver the Deliverables contemplated by this Contract; strikes; labor unrest; or supply chain disruptions. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Contract. If a "force majeure" delays or prevents the Contractor's performance, the Contractor shall immediately use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be determined solely by the Agency. The party seeking to exercise this provision and not perform or delay performance pursuant to a "force majeure" shall immediately notify the other party of the occurrence and reason for the delay. The parties shall make every effort to minimize the time of nonperformance and the scope of work not being performed due to the unforeseen events. Dates by which performance obligations are scheduled to be met will be extended only for a period of time equal to the time lost due to any delay so caused.

**1.15.33 Suspensions and Debarment**

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

**1.15.34 Conflict of Interest**

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

**1.15.35 Certification Regarding Sales and Use Tax**

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

Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

**1.15.36 Right to Address the Board of Directors or Other Managing Entity**

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

**1.15.37 Repayment Obligation**

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

**1.15.38 Further Assurances and Corrective Instruments**

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

**1.15.39 Reporting Requirements**

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

**1.15.40 Immunity from Liability**

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

**1.15.41 Public Records**

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

**1.15.42 Use of Name or Intellectual Property**

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

**1.15.43 Taxes**

The State is exempt from Federal excise taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. The State is exempt from State and local sales and use taxes on the Deliverables. [State of Iowa Tax Exempt Letter](#)

**1.15.44 No Minimums Guaranteed**

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

**Attachment #6**  
**Security Terms**

**State of Iowa Security Terms (“Security Terms”)**

1.0 **Definitions.** Capitalized terms not defined herein are as defined in the Underlying Agreement(s). The following capitalized terms shall have the following meanings:

- 1.1 **“Authorized Contractors”** means independent contractors, consultants, or other Third Parties (including other Governmental Entities) who are retained, hired, or utilized by any Governmental Entity to use, maintain, support, modify, enhance, host, or otherwise assist a Governmental Entity with any Services or Deliverables provided pursuant to an Underlying Agreement(s).
- 1.2 **“Confidential Information”** means, subject to any applicable federal, State, or local laws and regulations, including Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either Party (**“Disclosing Party”**) to the other Party (**“Receiving Party”**) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the Parties, exercising reasonable business judgment, to be confidential. Confidential Information does not include any information that: (i) was rightfully in the possession of the Receiving Party from a source other than the Disclosing Party prior to the time of disclosure of the information by the Disclosing Party to the Receiving Party; (ii) was known to the Receiving Party prior to the disclosure of the information by the Disclosing Party; (iii) was disclosed to the Receiving Party without restriction by an independent third party having a legal right to disclose the information; (iv) is in the public domain or shall have become publicly available other than as a result of disclosure by the Receiving Party in violation of this Agreement or in breach of any other agreement with the Disclosing Party; (v) is independently developed by the Receiving Party without any reliance on Confidential Information disclosed by the Disclosing Party; (vi) is disclosed or is required or authorized to be disclosed pursuant to law, rule, regulation, subpoena, summons, or the order of a court, lawful custodian, governmental agency or regulatory authority, or by applicable regulatory or professional standards; or (vii) is disclosed by the Receiving Party with the written consent of the Disclosing Party.
- 1.3 **“Customer Data”** means all information, data, materials, or documents (including Confidential Information of or belonging to any applicable Governmental Entity) originating with, disclosed by, provided by, made accessible by, or otherwise obtained by or from a Governmental Entity making purchases pursuant to an Underlying Agreement(s), including Authorized Contractors of the foregoing, or otherwise related to an Underlying Agreement(s) in any way whatsoever, regardless of form, including all information, data, materials, or documents accessed, used, or developed by Contractor, Subcontractor, or Contractor Personnel in connection with any Services or Deliverables provided pursuant to an Underlying Agreement(s).
- 1.4 **“Customer Property”** means any property of or belonging to a Governmental Entity making purchases pursuant to an Underlying Agreement(s), including Customer Data, software, hardware, programs or other property possessed, owned, or otherwise controlled or maintained by a Governmental Entity.
- 1.5 **“Deliverables”** means all of the goods, Services, work, work product, items, materials, and property to be created, developed, produced, delivered, performed or provided by or on behalf of, or otherwise made available through, Contractor, Subcontractor, or Contractor Personnel, directly or indirectly, in connection with any Underlying Agreement(s).

- 1.6 **“Governmental Entity”** shall mean any Governmental Entity, as defined in Iowa Code Section 8A.101, or any successor provision thereto. The term Governmental Entity includes without limitation Participating Agencies, agencies, independent agencies, the Judicial Branch, the Legislative Branch, courts, boards, authorities, institutions, establishments, divisions, bureaus, commissions, committees, councils, examining boards, public utilities, offices of elective constitutional or statutory officers, and other units, branches, or entities of government.
- 1.7 **“I.T. Governance Document(s)”** or **“Governance Document(s)”** means any Information Technology policies, standards, processes, guidelines, or procedures developed by OCIO pursuant to Iowa Code section 8B, available at: <https://ocio.iowa.gov/> (navigate to policies, standards, rules, respectively), and which are generally applicable to Participating Agencies, absent a waiver granted pursuant to Iowa Code section 8B.21(5) or any corresponding implementing rules.
- 1.8 **“Office of the Chief Information Officer”** or **“OCIO”** means the Office of the Chief Information Officer of the State of Iowa created by Iowa Code chapter 8B.
- 1.9 **“Participating Agency”** shall have the same meaning ascribed it under Iowa Code section 8B, including any subsequent amendments or successor provisions thereto.
- 1.10 **“Purchasing Instrument”** means documentation issued by a Governmental Entity to Contractor for the purchase of Deliverables under an Underlying Agreement(s), including a **“Purchase Order”** or **“Statement of Work”** executed thereunder, regardless of form, and which identifies the Deliverables to be purchased and any other requirements deemed necessary by the applicable Governmental Entity, such as compensation and delivery dates.
- 1.11 **“Security Breach”** means the unauthorized acquisition of or access to Customer Data by an unauthorized person that compromises the security, confidentiality, or integrity of Customer Data, including instances in which internal personnel access systems in excess of their user rights or use systems inappropriately. **“Security Breach”** shall also be deemed to include any breach of security, confidentiality, or privacy as defined by any applicable law, rule, regulation, or order.
- 1.12 **“Services”** include, without limitation, all services performed or provided by or on behalf of, or otherwise made available through, Contractor, Subcontractor, or Contractor Personnel, directly or indirectly, in connection with any Underlying Agreement(s), including but not limited to the System or any corresponding hosting, implementation, migration, or configuration services related thereto.
- 1.13 **“System”** means any system provided or otherwise made available by or through Contractor, Subcontractor, or Contractor Personnel, directly or indirectly, in connection with any Underlying Agreement(s), including any software, programs, or applications associated therewith or included or incorporated therein, regardless of the method of delivery, including but not limited to any Internet-enabled, Web-based or other similar delivery method.
- 1.14 **“Third Party”** means a person or entity (including, any form of business organization, such as a corporation, partnership, limited liability corporation, association, etc.) that is not a party to any Underlying Agreement(s).
- 1.15 **“Subcontractor(s)”** means any of Contractors authorized subcontractors, affiliates, subsidiaries, or any other Third Party acting on behalf of or at the direction of Contractor, directly or indirectly, in performing or providing Deliverables under any Underlying Agreement(s).

1.16 **“Contractor Personnel”** means employees, agents, independent contractors, or any other staff or personnel acting on behalf of or at the direction of Contractor or any Subcontractor performing or providing Deliverables under any Underlying Agreement(s).

## 2.0 **Intellectual Property.** Ownership and Assignment of Deliverables.

2.1 **Ownership of Contractor-Owned Deliverables.** Except as specifically granted in a Statement of Work, other agreement, or as otherwise provided in this Agreement, Contractor shall own all Deliverables that were independently and exclusively developed by Contractor prior to the Effective Date of this Agreement (“Contractor-Owned Deliverables”). Contractor grants to the State of Iowa, OCIO, Agency and their Authorized Contractors for the State of Iowa’s governmental and business activities and purposes with the Deliverables during the Term a non-exclusive license to: (i) access, use and, to the extent applicable, maintain and support, the Contractor-Owned Deliverables; and (ii) access, use, reproduce and distribute Documentation.

2.2 **Ownership and Assignment of Customer-Owned Deliverables.** Contractor, Subcontractor, and Contractor Personnel hereby irrevocably assigns, transfers, and conveys to the State all right, title and interest in and to Customer-Owned Deliverables. Contractor represents and warrants that the State shall acquire good and clear title to all Customer-Owned Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of Contractor or of any Third Party, including Subcontractor and Contractor Personnel. Contractor, Subcontractor, and Contractor Personnel shall not retain any property interests or other rights in or to Customer-Owned Deliverables and shall not use any Customer-Owned Deliverables, in whole or in part, for any purpose, without the prior written consent of the State commissioning such Deliverables and the payment of such royalties or other compensation as the State deems appropriate. Immediately upon the request of the State, Contractor will deliver to the State or destroy, or both, at the State’s option, all copies of any Customer-Owned Deliverables in the possession of Contractor.

2.3 **Customer Property.** Contractor, Subcontractor, and Contractor Personnel may have access to Customer Property to the extent necessary to carry out its responsibilities under the Agreement. Customer Property shall at all times remain the property of the State or applicable Third-Party owning Customer Property that has been licensed to the State. Contractor, Subcontractor, Contractor Personnel and the Deliverables shall comply with any and all the license terms, conditions, or restrictions applicable to any Customer Property that has been licensed to the State or otherwise made available or accessible to the State or Contractor by a Third Party, including to the extent the Deliverables must interface, integrate, or connect to such Customer Property. Contractor shall indemnify and hold harmless the State and its officers, directors, employees, officials, and agents from and against any and all claims, demands, liabilities, suits, actions, damages, losses, taxes, penalties, costs and expenses of every kind and nature whatsoever arising out of, resulting from, or in any way related to Contractor’s, Contractor Contractor’s, or Contractor Personnel’s, or the Deliverables breach of any license terms, conditions, or restrictions applicable to, or violation or misappropriation of any intellectual property rights or interests in, any Customer Property that has been licensed to the State or otherwise made available or accessible to the State or Contractor by a Third Party.

2.4 **Third Party Intellectual Property.** Except as otherwise agreed to by the Parties in writing, in the event a Deliverable(s) is comprised of Third-Party Intellectual Property, Contractor shall ensure such Deliverables is licensed to the State pursuant to a license agreement, the terms and conditions of which are acceptable to the State. Unless otherwise agreed to by the State in writing, such license

shall be an irrevocable, nonexclusive, perpetual, royalty-free 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 State's behalf, including its Authorized Contractors.

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

3.0 **Representations, Warranties, and Covenants.** Deliverables Free of Deficiencies. Contractor represents and warrants, for a period of one year, that all hardware portions of the Deliverables, in whole and in part, shall: (i) be free from material Deficiencies and Errors; and (ii) meet, conform to and operate in accordance with all Acceptance Criteria and in accordance with this Agreement. Contractor represents and warrants, for a period of ninety days from the date of Acceptance, that the software portions of the Deliverables, in whole and in part, (i) perform in accordance with the specific claims provided in the response and all specifications agreed to in writing between the State and Contractor, (ii) have been properly designed and manufactured, and (iii) are free of any significant defects. Contractor shall provide the State with bug fixes, including informing the State of any known software bugs or software defects that may affect the State's use of the software. During the Term, Contractor shall, at its expense, repair, correct, or replace any nonconforming Deliverable(s) within ten (10) days of receiving notice of such nonconformance from the State. Contractor shall be available at all reasonable times to assist the State with questions, problems, and concerns about the Deliverable(s); to inform the State promptly of any known nonconformance in any Deliverable(s); repair and correct any Deliverable(s) not performing and/or replaced products are inadequate, Contractor will refund the full amount of any payments that have been made for the failed products. The foregoing shall **not constitute an exclusive remedy under this Agreement, and the State shall be entitled to pursue any other available contractual, legal, or equitable remedies.**

- 3.1 **Fitness for Intended Purpose.** Contractor represents and warrants that it is fully aware of the State's **requirements and intended purposes and uses for the Deliverables, including as may be further identified or defined in a subsequent Statement of Work executed hereunder, and that the Deliverables shall satisfy such requirements, including all specifications, in all material respects and are fit for their intended purposes and uses.**

- 3.2 **Quiet Enjoyment.** Contractor represents and warrants that: (i) it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses, and authority necessary to provide Deliverable(s) to the State hereunder and to assign, grant, and convey the rights, benefits, licenses and other rights assigned, granted, or conveyed the State hereunder without violating any rights of any Third Party; (ii) it has not previously and will not grant any rights in any Deliverable(s) to any Third Party that are inconsistent with the rights granted to the State herein; and (iii) the State shall peacefully and quietly have, hold, possess, use, and enjoy the Deliverables without suit, disruption or interruption.

- 3.3 **Intellectual Property.** Contractor represents and warrants that: (i) the Deliverables (and all intellectual property rights therein and related thereto); and (ii) the State's use of, and exercise of any rights with respect to, the Deliverable(s) (and all intellectual property rights therein and related thereto), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right,

proprietary right or personal right of any Third Party. Contractor further represents and warrants there is no pending or threatened claim, litigation or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to any Deliverable(s). Contractor shall inform the State in writing immediately upon becoming aware of any actual, potential, or threatened claim of or cause of action for infringement or violation or an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, Contractor shall, at the State's request and at Contractor's sole expense: (i) procure for the State the right or license to continue to use the Deliverable(s) at issue, or relevant aspect thereof; (ii) replace the infringing, violating, or misappropriated aspects of such Deliverable(s) with a functionally equivalent replacement; (iii) modify or replace the affected portion of the Deliverable(s) with a functionally equivalent or superior Deliverable(s) free of any such infringement, violation or misappropriation; or (iv) accept the return of the Deliverable(s) at issue and refund to the State all fees, charges and any other amounts paid by the State under this Agreement or any related agreement with respect to such Deliverable(s). In addition, Contractor agrees to indemnify and hold harmless the State and its officers, directors, employees, officials, and agents as provided in the Indemnification section of this Agreement, including for any breach of the representations and warranties made by Contractor in this Section 3.4 (Intellectual Property). The foregoing remedies shall be in addition to and not exclusive of other remedies available to the State under this Agreement or otherwise and shall survive termination of this Agreement.

- 3.4 **Workmanlike Manner.** Contractor represents, warrants, and covenants that all services to be performed under this Agreement shall be performed in a professional, competent, diligent and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms and conditions of this Agreement and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a specification for the performance of any portion of this Agreement, the Parties agree that the applicable specification shall be the generally accepted industry standard. So long as the State notifies Contractor of any Services performed in violation of this standard, Contractor shall re-perform the Services at no cost to the State, such that the Services are rendered in the above-specified manner, or if Contractor is unable to perform the Services as warranted, Contractor shall reimburse the State any fees or compensation paid to Contractor for the unsatisfactory Services.
- 3.5 **Compliance with Law.** Contractor represents, warrants, covenants, and promises that Contractor, Subcontractor, and Contractor Personnel have complied with, and shall continue to comply, and, to the extent applicable, the Deliverables comply with all applicable federal, state, foreign, and local laws, rules, regulations, codes, standards, ordinances, and orders both generally and in connection with the performance of this Agreement, including the following:
- 3.5.1 Those prohibiting discriminatory employment practices or related to equal opportunity in employment or affirmative action under federal or state law, rules, regulations, or orders, including Iowa Code chapter 216 and section 19B.7 and corresponding rules of the Iowa Department of Administrative Services and the Iowa Civil Rights Commission. Upon the State's written request, Contractor shall submit to the State a copy of its affirmative action plan, containing goals, time specifications, accessibility plans, and policies as required by Iowa Administrative Code chapter 11—121.
  - 3.5.2 Those requiring the use of targeted small businesses as subcontractors and suppliers in connection with government contracts.

- 3.5.3 Those pertaining to any permitting and licensure requirements in carrying out the work performed under this Agreement.
  - 3.5.4 Those relating to prevailing wages, occupational safety and health standards, payment of taxes, gift laws, and lobbying laws.
  - 3.5.5 Applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, including Web Content Accessibility Guidelines (WCAG) 2.1, including any amendments thereto or any subsequent versions thereof, and all standards and requirements established by the Architectural and Transportation Barriers Access Board.
  - 3.5.6 All applicable I.T. Governance Document(s).
  - 3.5.7 To the extent a portion of the funding used to pay for the Deliverables is being provided through a grant from the federal government, any terms or conditions required to be included in a contract between the State and a contractor pursuant to applicable federal laws, regulations, circulars, and bulletins, which terms and conditions are incorporated by reference into this Agreement as if fully set forth herein and contractual obligations of Contractor.
  - 3.5.8 IRS Pub 1075.
  - 3.5.9 [List any other applicable laws].
- 3.6 **Subcontractors.** Contractor shall take such steps as necessary to ensure Subcontractor and Contractor Personnel are bound by the terms and conditions contained in this Section 7.6 (Compliance with Law). Notwithstanding anything in this Agreement to the contrary, Contractor, Subcontractor, and Contractor Personnel's failure to fulfill any requirement set forth in this Section 7.6 (Compliance with Law) shall be regarded as a material breach of this Agreement the State may cancel, terminate, or suspend, in whole or in part, this Agreement or any Purchasing Instruments executed hereunder. In addition, the State may declare Contractor or Subcontractor ineligible for future State contracts in accordance with authorized procedures or Contractor or Subcontractor may be subject to other sanctions as provided by law or rule.
- 3.7 **No Conflicts.** Contractor represents, warrants, and covenants that no relationship existed at the time of the formation of this Agreement, or will exist during the Term of the Agreement, between Contractor, Subcontractor, or Contractor Personnel and the State or the State of Iowa or any of its employees or Authorized Contractors 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 Contractor, Subcontractor, and Contractor Personnel shall not engage in or permit any Third Party to engage in any conduct that would violate that chapter.
- 3.8 **Up to Date on Payments.** Contractor represents and warrants it is not in arrears with respect to the payment of any monies due and owing the State of Iowa, including the payment of taxes and employee benefits, and covenants and warrants it will not become so during the Term, or any extensions thereof.

- 3.9 **Cumulative Warranties.** Except to the extent otherwise provided herein, Contractor’s warranties provided in this Section 7 (Representations, Warranties, and Covenants) are in addition to and not in lieu of any other warranties provided in this Agreement. All warranties provided for in this Agreement shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to the State.
- 3.10 **Preservation of Implied Warranties.** All warranties made by Contractor in this Agreement, whether or not this Agreement specifically denominates Contractor’s promise as a warranty or whether the warranty is created only by Contractor’s affirmation or promise, or is created by a description of the Services, Deliverables to be provided, or by provision of samples to the State, shall not be construed as limiting or negating any warranty provided by law, including warranties which arise through course of dealing or usage of trade. The warranties expressed in this Agreement are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Services, Deliverables provided by Contractor or performance or provisioning thereof.
- 3.11 **Survives Termination.** Contractor’s duties, obligations, and liabilities as set forth in this Section 3 (Representations, Warranties, and Covenants) shall survive termination of this Agreement and shall apply to all acts or omissions taken or made in connection with Contractor’s, Subcontractor’s, or Contractor Personnel’s performance of this Agreement regardless of the date any potential claim or breach is made or discovered by the State or its Authorized Contractors.

**4.0 Security/Privacy, Business Continuity, and Disaster Recovery.**

- 4.1 **Data Ownership.** All Customer Data shall be and remain the sole and exclusive property of the applicable Governmental Entity.
- 4.2 **Contractor’s access to and use of Customer Data.** Contractor, Subcontractor, and Contractor Personnel shall not use any Customer Data for any purpose other than fulfilling Contractor’s express obligations and duties under the Underlying Agreement(s) in accordance with the terms and conditions set forth therein, these Security Terms, and any applicable laws, rules, and regulations.
- 4.3 **Data Protection.** Contractor, Subcontractor, and Contractor Personnel shall safeguard the confidentiality, integrity, and availability of Customer Data. In so doing, Contractor, Subcontractor, and Contractor Personnel shall comply with the following:
  - 4.3.1 Implement and maintain reasonable and appropriate administrative, technical, and physical security measures to safeguard against unauthorized access, disclosure, theft, or modification of Customer Property. Such security measures shall be in accordance with recognized industry standards and controls (including NIST 800-53 Revision 4 and ISO27001:2013), and not less stringent than the measures Contractor, Subcontractor, and Contractor Personnel utilize to safeguard their own data/information of like importance. In addition, such security measures shall comply with, and shall enable the applicable Governmental Entity to at all times comply fully with, all applicable federal, state, and local laws, rules, standards, policies, or procedures ordinances, codes, regulations, and orders or other security, privacy, or safeguarding requirements, including applicable I.T. Governance Document(s) or any applicable Governmental Entity’s then-current security policies, standards, or procedures that have been supplied to Contractor or Subcontractor by the applicable Governmental Entity.

- 4.3.2 All Customer Data shall be encrypted at rest and in transit with controlled access and shall utilize TLS v. 1.1 or 1.2. Unless otherwise expressly provided herein or otherwise agreed to by the Parties in writing, Contractor, Subcontractor, and Contractor Personnel are responsible for encryption of Customer Data in their possession. Additionally, Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in Federal Information Processing Standards (FIPS) 140-2, Security Requirements for Cryptographic Modules for all Customer Data, unless the applicable Governmental Entity approves in writing the storage of Customer Data on a portable device that does not satisfy these standards.
- 4.3.3 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. Contractor shall not allow Contractor Personnel to access, 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.
- 4.3.4 Contractor may permit Contractor Personnel to access Customer Data remotely only as required to provide technical support. Contractor may not provide technical user support on a 24/7 basis using a Follow the Sun model.

4.4 **Hosting Terms.** In addition to other terms herein that would be applicable to hosting, infrastructure, other “as a service” delivery models, or other similar Services, the following shall apply:

4.4.1 Compliance/Audits.

4.4.1.1 Compliance. Annually throughout the term, Contractor shall obtain and provide OCIO, upon request, at no additional cost:

- 4.4.1.1.1 An independent, Third-Party certificate of audit certifying that the Services/System complies with NIST 800-53, Revision 4 controls;
- 4.4.1.1.2 An ISO/IEC 27001:2005 certification;
- 4.4.1.1.3 Test or assessment results of an independent, Third-Party assessment of application scans using the Open Web Application Security Project (OWASP) Top Ten List;
- 4.4.1.1.4 Test results of a penetration test conducted by an independent, Third-Party;
- 4.4.1.1.5 A copy of Contractor’s annual SOC 2 type 2 report (for all Trust Services Principles); and
- 4.4.1.1.6 A Contractor produced remediation plan resulting from items 4.4.1.1.1 through 4.4.1.1.5, inclusive.

- 4.4.1.2 Ongoing Security Testing. Contractor will periodically test its systems for potential areas where security could be breached. During the term, to the extent Contractor engages a Third-Party auditor to perform an SSAE 16 of Contractor's operations, information security program, and/or disaster recovery/business continuity plan, Contractor shall promptly furnish a copy of the test report or audit report to OCIO or its Authorized Contractors. In addition, Contractor shall disclose its non-proprietary security processes and technical limitations to OCIO or its Authorized Contractors to enable OCIO to identify compensating controls necessary to adequately safeguard and protect Customer Data, or to otherwise assist OCIO or any other Governmental Entity in complying with any laws, rules, regulations, orders, or corresponding audits. For example, Contractor shall disclose its security processes with respect to virus checking and port sniffing to OCIO.
- 4.4.1.3 Security Audit by OCIO. During the term, OCIO or its Authorized Contractor(s) may perform security audits/scans of Contractor's environment, including unannounced penetration and security tests. Any Governmental Entity's regulators (and any federal agencies providing grant funds used to pay for such Deliverables, in whole or in part) shall have the same right upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.
- 4.4.1.4 Access to Security Logs and Reports. Contractor shall provide security logs and reports to OCIO or its Authorized Contractors in a mutually agreeable format upon request. Such reports shall include at least latency statistics, user access summaries, user access IP address summaries, user access history and security logs for all State files related to any Underlying Agreement(s).
- 4.4.2 Backup and Recovery. Contractor is responsible for maintaining a backup of Customer Data and shall maintain a contemporaneous backup of Customer Data that may be recovered within two (2) hours at any point in time. Additionally, Contractor shall store a backup of Customer Data in an off-site "hardened" facility no less than daily, maintaining the security of Customer Data, and consistent with the security requirements set forth in this Section. To the extent applicable, any backups of Customer Data shall not be considered in calculating any fees levied pursuant to any Underlying Agreement(s).
- 4.4.3 Import and Export of Customer Data. To the extent Customer Data is stored, retained, or otherwise maintained in electronic format in connection with any hosting, infrastructure, or other similar Services, the applicable Governmental Entity or its Authorized Contractors shall have the ability to import or export data or information, including Customer Data, in whole or in part to or from such Services, at no charge, and in such formats as may be acceptable to the Governmental Entity, without interference from Contractor, Subcontractor, or Contractor Personnel. In the event a Governmental Entity is unable to successfully import or export Customer Data in whole or in part, Contractor shall assist the Governmental Entity in doing so at no charge. As it relates to the export of such data and information, Contractor shall provide to or ensure the applicable Governmental Entity has obtained an export of any requested Customer Data within a timeframe mutually agreed between the Parties in the format specified by the Governmental Entity.
- 4.4.4 Retention/Return/Destruction of Customer Data. Upon termination or expiration of any Underlying Agreement(s), Contractor may be required to promptly return or destroy, at the applicable Governmental Entity's sole option, all Customer Data, and provide a notarized

written statement to the applicable Governmental Entity certifying that all Customer Data under or in Contractor's, Subcontractor's, or Contractor Personnel's control or possession has been delivered to the applicable Governmental Entity or destroyed, as requested by the applicable Governmental Entity. To the extent Contractor is required to destroy Customer Data, such Customer Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Contractor agrees that in connection with any termination or expiration of any Underlying Agreement(s), Contractor shall not take any action to intentionally erase any Customer Data without first providing prior notice to and consent from the applicable Governmental Entity in writing. On termination or expiration of any Underlying Agreement(s), the applicable Governmental Entity shall, except to the extent otherwise required by applicable laws, rules, regulations, policies, or procedures, including but not limited to record-retention requirements, or as otherwise required for use of any licenses, Services, or Deliverables previously supplied by Contractor, return or destroy, at Contractor's option, all of Contractor's Confidential Information.

#### **4.5 Personnel Safeguards.**

##### **4.5.1 Background Checks.**

4.5.1.1 Floor. Contractor shall conduct nationwide criminal background checks on Contractor Personnel and shall not utilize any such personnel in the performance of any Underlying Agreement(s) who have been convicted of any crime of dishonesty, including fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to one (1) year is an authorized penalty.

4.5.1.2 Additional Screening. Governmental Entities reserve the right to subject Contractor 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 requirement imposed by law, rule, regulation, order, or policy. Contractor Personnel may be required to authorize the release of the results of criminal history checks, including those through the FBI, to one or more Governmental Entities, including OCIO. Such background checks may be conducted by the applicable Governmental Entity or its Authorized Contractor. A Governmental Entity may also require Contractor to conduct a work history or financial review of Contractor Personnel. Contractor shall provide Governmental Entities with these background check results in a mutually agreeable form and manner prior to the commencement of any engagement by Contractor Personnel.

4.5.1.3 Contractor shall be responsible for payment of all costs associated with any and all background checks to which Contractor Personnel are subjected, regardless of whether such background checks are conducted by Contractor or a Governmental Entity or its Authorized Contractor.

4.5.2 Right to Remove Individuals. Should a Governmental Entity be dissatisfied with the performance, competence, responsiveness, capabilities, cooperativeness, or fitness for a particular task of any Contractor Personnel, the Governmental Entity may request the replacement of such Contractor Personnel ("Replacement Request"). The Replacement Request shall be in writing and upon receipt of the request, Contractor shall make reasonable efforts to furnish a qualified and acceptable replacement within fifteen (15) business days. If the

applicable Governmental Entity, in its sole discretion, determines Contractor Personnel pose a potential security risk and notifies Contractor of such security risk in its Replacement Request, Contractor shall immediately remove such individual; any replacement furnished by Contractor in connection with such a request may not perform or provide Services or Deliverables to the applicable Governmental Entity unless and until the applicable Governmental Entity gives its consent to Contractor's use of such replacement. Contractor shall notify OCIO immediately upon receiving a Replacement Request from another Governmental Entity and promptly provide a copy of such Replacement Request to OCIO.

- 4.5.3 Security Awareness Training. Contractor shall promote and maintain an awareness of the importance of securing Customer Property, including Customer Data, among Contractor Personnel.
- 4.5.4 Separation of Job Duties. Contractor shall diligently monitor and enforce separation of job duties, require all Subcontractor and Contractor Personnel to execute non-disclosure agreements, and limit access to and knowledge of Customer Property to those Contractor Personnel to which such access and knowledge is absolutely necessary to provide Services and Deliverables pursuant to any Underlying Agreement(s).
- 4.5.5 Non-disclosure/Confidentiality Agreements. Contractor Personnel may be required to sign a Governmental Entity's standard confidentiality or non-disclosure agreement(s), or other confidentiality or non-disclosure agreement(s) as may be required by applicable law, rule, regulation, or policy.

#### **4.6 Security Breaches.**

- 4.6.1 Reporting. Contractor or Subcontractor will report to the applicable Governmental Entity and OCIO within two (2) hours of Contractor's or Subcontractor's discovery of any actual or suspected Security Breach. Such report must be given in the most expedient time possible and without unreasonable delay. Written confirmation must be sent to the applicable Governmental Entity and OCIO within forty-eight (48) hours of discovery or notification of the actual or suspected Security Breach. Such written confirmation shall include an explanation of the nature of and circumstances surrounding such actual or suspected Security Breach.
- 4.6.2 Investigations in Response to Actual or Suspected Breach. Contractor and Subcontractor agree, at their sole expense, to take all steps necessary to promptly remedy any actual or suspected Security Breach and to fully cooperate with the applicable Governmental Entity and OCIO in resolving and mitigating any damage from such actual or suspected Security Breach at Contractor's sole cost. At no additional cost to the applicable Governmental Entity or the State of Iowa, Contractor and Subcontractor will fully cooperate with the applicable Governmental Entity, OCIO, and the Authorized Contractors of either of the foregoing in investigating such actual or suspected Security Breach, including reviewing and assisting in reviewing system, application, and access logs, conducting and assisting in conducting forensic audits of relevant systems, imaging and assisting in imaging relevant media, and making personnel available for interview. On notice of any actual or suspected Security Breach, Contractor and Subcontractor will immediately institute appropriate controls to maintain and preserve all electronic evidence relating to such actual or suspected Security Breach in accordance with industry best practices. Contractor and Subcontractor will deliver to the applicable Governmental Entity and OCIO a root

cause assessment and future incident mitigation plan, and deliver a preliminary assessment and plan as soon as practical and regularly maintain and update such assessment and plan throughout the course of any investigation. Contractor agrees that it will not notify any regulatory authority relating to any actual or suspected Security Breach unless the applicable Governmental Entity specifically requests Contractor do so in writing.

- 4.6.3 Additional Remedies in the Event of Actual Breach. Upon the applicable Governmental Entity's determination that a Security Breach involving or relating to Customer Data has occurred, Contractor and Subcontractor shall fully cooperate with the applicable Governmental Entity and OCIO in fully rectifying/responding to such Security Breach, including notifying all of the Governmental Entity's affected users. The applicable Governmental Entity shall determine, in its sole discretion, the content and means of delivery of any such notifications. Notwithstanding any provision in these Security terms or any Underlying Agreement(s), Contractor will be solely responsible and liable for all costs, expenses, damages, fines, penalties, taxes, assessments, legal fees, claims, service fees, and any and all other amounts of any kind or nature whatsoever (including the reasonable value of time of the Iowa Attorney General's Office or the costs, expenses and attorney fees of other counsel retained by the State or any other Governmental Entity) related to, arising out of, or incurred by or on behalf of any Governmental Entity as a result of, any Security Breach caused directly or indirectly, in whole or in part, by Contractor Personnel, including the cost of: notifying affected individuals and businesses or reporting to applicable regulators or Governmental Entities (including preparation, printing, mailing and delivery); opening and closing accounts, printing new checks, embossing new cards; forensic and other audits, investigations, public relations services, call center services, websites and toll-free numbers for assisting affected individuals; obtaining credit-monitoring services and identity-theft insurance for any person or entity whose information has or may have been acquired or compromised; and all other costs associated with corrective or other actions that are taken to mitigate or address the Security Breach. Contractor will reimburse or pay to the applicable Governmental Entity all such expenses, fees, damages, and all other amounts within fifteen (15) business days of the date of any written demand or request delivered to Contractor.

#### **4.7 Business Continuity/Disaster Recovery.**

- 4.7.1 Creation, Maintenance and Testing. Contractor and Subcontractor shall maintain a Business Continuity and Disaster Recovery Plan for all Services provided hereunder ("Plan"), and implement such plan in the event of any unplanned interruption of Services. Contractor or Subcontractor shall provide Governmental Entities upon request, with a copy of Contractor's or Subcontractor's current Plan, revision history, and any reports or summaries relating to past testing of the Plan. Contractor and Subcontractor shall actively test, review, and update the Plan on at least an annual basis using American Institute of Certified Public Accountants standards and other industry best practices as guidance. Contractor and Subcontractor shall promptly provide the applicable Governmental Entities with copies of all reports and/or summaries resulting from any testing of the Plan and with copies of any resulting updates to the Plan. Throughout the term of any Underlying Agreement(s), Contractor and Subcontractor shall maintain disaster avoidance procedures designed to safeguard Customer Data and the accessibility and availability of the Services or Deliverables.
- 4.7.2 Activation of Plan. Contractor and Subcontractor shall immediately notify any adversely affected Governmental Entities and OCIO of any disaster or other event in which the Plan is activated. If Contractor or Subcontractor fail to reinstate Services or Deliverables within the time periods set forth in the Plan, in addition to any other remedies available to applicable Governmental

Entities hereunder, the applicable Governmental Entity may immediately terminate the Underlying Agreement or adversely affected Purchasing Instrument(s) without any penalty or liability. Without limiting Contractor's obligations under this Agreement, whenever a disaster causes Contractor or Subcontractor to allocate limited resources between or among Contractor's or Subcontractor's customers, Governmental Entities procuring Services or Deliverables hereunder shall receive at least the same treatment as comparable Contractor or Subcontractor's customers with respect to such limited resources. The provisions of any force majeure clause in any Underlying Agreement(s) shall not limit Contractor's obligations under this Section.

**4.8 Ancillary Agreements and Non-Disclosure Agreements.** Contractor or Subcontractor will execute any agreements to address any compliance, legal, confidentiality, or privacy concerns that may be unique to an applicable Governmental Entity making purchases hereunder, such as a Business Associate Agreement ("**BAA**") or Criminal Justice Information System ("**CJIS**") Security Addendum, or any other non-disclosure or confidentiality agreements in connection with this Agreement or any related agreement deemed necessary by the applicable Governmental Entity ("**Ancillary Agreement(s)**").

**4.9 Transition Assistance.** Contractor agrees that in connection with any termination or expiration of any Underlying Agreement(s), Contractor will continue to perform such Services or provide Deliverables under any Underlying Agreement as the applicable Governmental Entity may request for a transition period up to 365 days from the effective date of termination or expiration of any Underlying Agreement. As part of any such request, the applicable Governmental Entity will inform Contractor of the number of days during which the Contractor will continue to provide such Services or Deliverables, and perform transition and other related services under this Section (the "Transition Period"). During the Transition Period, Contractor will take all actions as may be necessary or requested by the applicable Governmental Entity to accomplish a complete and timely transition, including but not limited to a full migration of all Customer Data from Contractor to the applicable Governmental Entity or its Authorized Contractor(s) hired or utilized by the State to provide any replacement or similar services related to the services (the "New Contractor"). Contractor will use its best efforts to cooperate with the applicable Governmental Entity and any New Contractor, and to fully comply with all requests of the same to affect a smooth and timely transition and to ensure there is no interruption of any services, information, or transactions provided or conducted through the Services or Deliverables. Contractor agrees that it will perform all transition services in good faith and in a professional and businesslike manner, and shall comply with all requests of the applicable Governmental Entity and any New Contractor to assist in the effort to accomplish a successful, seamless, and unhindered transition of the Services or Deliverables, migration all Customer Data or information, and transfer of Contractor's responsibilities under any Underlying Agreement(s). Contractor will perform all transition services on an expedited basis, as determined by the applicable Governmental Entity. During the Transition Period, the applicable Governmental Entity agrees to pay to Contractor any fees to which Contractor would be entitled under any Underlying Agreement for Services or Deliverables performed during such period; provided such Underlying Agreement was not terminated due to Contractor's breach of such Underlying Agreement or for reasons related to the non-appropriation of funds as defined by such Underlying Agreement, and Contractor continues to be in full compliance with all terms, conditions, provisions and requirements of any Underlying Agreement and these Security Terms. In the event a Governmental Entity's request for transition assistance does not require Contractor to continue providing all of the Services or Deliverables

under any Underlying Agreement, the Parties shall negotiate in good faith an equitable adjustment in the fees which are otherwise payable to Contractor for such Services or Deliverables as the State requests the Contractor to provide.

4.10 Contractor shall include the terms and conditions in this Section in all of its contracts, subcontracts, or other agreements with Subcontractor.


**IN WITNESS WHEREOF**, the Parties have caused their respective duly authorized representatives to execute these Security Terms, which is effective as of the last date of signature hereto.

**STATE OF IOWA**, acting by and through the [Iowa **Department of Administrative Services**] **[Name of Contractor]** West Publishing Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By:  \_\_\_\_\_

Name: John S. Nelson

Title: Director

**Attachment #1**  
**Certification Letter**

**Alterations to this document are prohibited.**

(Date) June 1, 2022

Craig Trotter, Issuing Officer  
Iowa Department of Administrative Services  
Hoover State Office Building, Level 3  
1305 East Walnut Street  
Des Moines, IA 50319-0105

Subject: Request for Bid - Bid Certifications

Issuing Officer:

I certify that the contents of the Bid submitted on behalf of West Publishing Corporation in response to Iowa Department of Administrative Services for RFB1522005021 for Online Legal Research are true and accurate. I also certify that Bidder has not knowingly made any false statements in its Bid.

**Certification of Independence**

I certify that I am a representative of Bidder expressly authorized to make the following certifications on behalf of Bidder. By submitting a Bid in response to the RFB, I certify on behalf of the Bidder the following:

1. The Bid has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.
2. The Bid has been developed independently, without consultation, communication or agreement with any other Bidder or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Bid has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Bidder to induce any other Bidder to submit or not to submit a Bid for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Bidder and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

**Certification Regarding Debarment**

I certify that, to the best of my knowledge, neither Bidder nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a five year period preceding this Bid been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Bid had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to

other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

**Certification Regarding Registration, Collection, and Remission of Sales and Use Tax**

Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2013)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Bidders to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Bid in response to the (RFB), the Bidder certifies the following: (check the applicable box)

- Bidder is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code chapter 423*; or
- Bidder is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(47) and (48)*.

Bidder also acknowledges that the Agency may declare the Bidder’s Bid or resulting contract void if the above certification is false. The Bidder also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in addition to other remedies available to Agency.

Sincerely,



\_\_\_\_\_  
Signature

John S. Nelson, Director

Name and Title of Authorized Representative

June 1, 2022

Date

**Attachment #2**  
**Authorization to Release Information Letter**

**Alterations to this document are prohibited.**

(Date) June 1, 2022

Craig Trotter, Issuing Officer  
Iowa Department of Administrative Services  
Hoover State Office Building, Level 3  
1305 East Walnut Street  
Des Moines, IA 50319-0105

Subject: Request for Bid – Authorization to Release Information

Dear Issuing Officer:

West Publishing Corporation hereby authorizes the Iowa Department of Administrative Services ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Bidder in response to this Request for Bids (RFB).

The Bidder acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Bidder acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Bidder is willing to take that risk.

The Bidder hereby releases, acquits and forever discharges the State of Iowa, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency or the Evaluation Committee in the evaluation and selection of a successful Bidder in response to the RFB.

The Bidder authorizes representatives of the Agency to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Respondent's Bid submitted in response to RFB.

The Bidder further authorizes any and all persons, and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Bidder's Bid. The Bidder hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Bidder that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency in the evaluation and selection of a successful Bidder in response to RFB.

Sincerely,



\_\_\_\_\_  
Signature

John S. Nelson, Director  
Name and Title of Authorized Representative

June 1, 2022  
Date

## Exceptions Form

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

<u>Section</u>	<u>Exception</u>
1. 1.6.3, pg. 6	Bidder respectfully requests deletion of this provision in its entirety. Absent a statutory provision requiring this, Bidder will not agree to termination for convenience, as pricing is generally based on minimum term commitments. The Contract also provides the Agency with several other avenues for termination.
2. 1.6.7, pg. 8	Bidder respectfully requests that this section be deleted and revised as follows, in order to incorporate termination under Bidder's license terms, which should be incorporated and made a part of any resulting agreement: "Each order will become effective upon approval and acceptance by Contractor, and will continue in force for the term set forth in an amendment or applicable order form. Notwithstanding the foregoing, Contractor may terminate an order, if, upon giving thirty (30) days' written notice of termination to the State, State fails to provide a cure for a material breach of the General Terms and Conditions. Upon any termination of an order, the applicable product software license shall also terminate."
3. 1.7.1-1.7.2, pg. 8	Bidder respectfully requests that sections 1.7.1 and 1.7.2 be deleted and replaced as follows, given the nature of the online services provided under the Contract: "Contractor shall not use or disclose any information it receives from the State under this Contract that the State has previously identified as confidential or exempt from mandatory public disclosure ("Confidential Information") except as necessary to carry out the purposes of this Agreement or as authorized in advance by State. State shall not disclose any information it receives from Contractor that Contractor has previously identified as confidential and that the State determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the State of Iowa Public Records law, located at Iowa Code section 22.7. The duty of the State to maintain confidentiality of information under this section shall survive termination or expiration of the Contract."
4. 1.8.1, pg. 9	Bidder respectfully requests that this section be deleted and replaced as shown below, as the existing indemnity contains several provisions inapplicable to the products offered, and is commercially unreasonable. Bidder will agree to indemnify for gross negligence and intentional torts, violations of law in providing the services, and for third-party infringement claims related to the services: "Contractor shall hold and save the State, its officers, agents, and employees, harmless from and against any and all costs, claims, demands, damages, losses and liabilities accruing or resulting in connection with the performance of this Contract to the extent arising from or in any way related to (i) Contractor's gross negligence or intentionally tortious acts; (ii) Contractor's violation of any applicable laws in the provision of the services for the authorized uses set forth herein; and (iii) claims that the services being licensed under this Contract for the authorized uses set forth herein infringes any U.S. patent, copyright, license, or other proprietary right of any third party. Contractor shall have no obligation under this

section to indemnify or defend the State against a claim of infringement resulting from State's modification or alteration of the data provided in conjunction with the services or the combination of data with any product, application, or service not provided by Contractor."

5. 1.9.1, pg. 10

Bidder respectfully requests revision of the second sentence of this provision as follows, in order to match insurance policies rather than broad wording: "The Contractor's insurance shall insurance against loss or damage resulting from or related to the Contractor's performance of this Contract regardless of the date the claim is filed."

6. 1.9.3, pg. 10

Bidder respectfully requests revision of this section as follows, as Bidder has thousands of customers and cannot revise global policies for a single entity, and in accordance with Bidder's policies: "Contractor shall maintain all insurance policies required by this Contract in full force and effect during the entire term of this Contract and any extensions or renewals thereof. The Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the Agency upon execution of this Contract. The certificates shall be subject to approval by the Agency. Contractor shall endeavor to provide 30 days written notice of cancellation to the Agency. Approval of the insurance certificates by the Agency shall not relieve the Contractor of any obligation under this Contract."

7. 1.12.1, pg. 12-13

Bidder respectfully requests deletion of this provision in its entirety and replacement as follows, as no intellectual property will be created under this Contract and no title or ownership shall pass to the State or Agency: "All ownership rights to the Contractor's software provided to the State under the Contract (i.e., pre-existing intellectual property owned by Contractor prior to performance of Contractor's software in any work product provided to the State, Contractor agrees to provide written notice to the State of its incorporation in the work product and to convey to State its licensing terms, for the State to use the software for its intended purpose. In the event an Agency purchases a commercial off-the-shelf product from Contractor, the Contractor's General Terms and Conditions shall apply as to the license grant and scope of use by the State and/or Agency."

8. 1.13, pg. 13-15

Bidder respectfully requests deletion of this provision in its entirety, as Bidder's content is provided "as is." As a data aggregator of third-party content, West cannot guarantee the accuracy of information.

9. 1.14, pg. 15-16

Bidder respectfully requests deletion of this provision as it is not applicable to the Scope of Work/Specifications.

10. 1.15.2, pg. 16

Bidder respectfully requests that this section be revised as follows in order to incorporate the provisions of Bidder's license and scope of use terms that are necessary for use of the services: "To the extent this Contract arises out of an RFP, the parties acknowledge that the Contract consists of these contract terms and conditions as well as the RFP and Bid Proposal. The RFP and the Bid Proposal, including the Contractor's General Terms and Conditions and Additional Terms, are incorporated into the Contract by reference. This Contract includes the following documents, constitutes the entire agreement between the parties. There are no understandings,

agreements, or representations, oral or written, not specified within this Contract. Notwithstanding anything herein to the contrary, in the event of any inconsistency or conflict amount the documents making up this Contract, the order of precedence is as follows: (i) the terms of this Contract, including any amendments; (ii) Contractor's proposal; (iii) Contractor's documents, including the Order Form, General Terms and Conditions, and any Additional Terms.

**11.** 1.15.14, pg. 19

Bidder respectfully requests deletion of this clause. Please see 1.15.2 above.

**12.** Section 4.17

Bidder respectfully requests that the fourth and fifth sentence of this section be revised as follows, as Bidder has thousands of customers and cannot revise global policies for a single entity, and in accordance with Bidder's policies: "All insurance policies required by this Contract shall: remain in full force and effect for the entire term of this Contract. Bidder shall endeavor to provide 30 days written notice of cancellation to the Agency. The State of Iowa and Agency shall be named as additional insureds on all General Liability, Automobile Liability and Excess Umbrella policies."

**13.** Section 4.17.1

As per the above, Bidder respectfully requests that the first three sentences of this section be deleted and revised as follows: "At the time of execution of this Contract, Bidder shall deliver to the Agency certificates of insurance certifying the types and the amounts of coverage, certifying that said insurance is in force before the Bidder starts work, certifying that said insurance applies to, among other things, the work, activities, products and liability of the Bidder related to this Contract, certifying that the State of Iowa and the Agency are named as additional insureds on the policies of insurance by endorsement as required herein. All certificates of insurance shall be subject to approval by the Agency."

**14.** Section 4.17.3

Bidder respectfully requests deletion of this section.

**15.** Section 4.20

West accepts and acknowledges that Iowa Code allows for up to 60 days for payment of an invoice. West respectfully requests that, given the nature of the services provided, the State and/or Agency timely make payments

that are not the subject of a good faith dispute within 30 days.

**16.** Attachment 6

West respectfully takes exception to this Attachment 6. West complies with its own internal IT/Data security requirements. Attached is West's white paper entitled Thomson Reuters Information Security Principles.

**Attachment #4**  
**Form 22 – Request for Confidentiality**

**SUBMISSION OF THIS FORM 22 IS REQUIRED**

***THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR RESPONSE (BID) TO THE REQUEST FOR BIDS (RFB). THIS FORM 22 IS REQUIRED WHETHER THE BID DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE BID TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM 22 IF BID DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM 22 IF THE BID DOES CONTAIN CONFIDENTIAL INFORMATION.***

**1. Confidential Treatment Is Not Requested**

A Bidder not requesting confidential treatment of information contained in its Bid shall complete Part 1 of Form 22 and submit a signed Form 22 Part 1 with the Bid.

**2. Confidential Treatment of Information is Requested**

A Bidder requesting confidential treatment of specific information shall: (1) fully complete and sign Part 2 of Form 22, (2) conspicuously mark the outside of its Bid as containing confidential information, (3) mark each page upon which the Bidder believes confidential information appears **and CLEARLY IDENTIFY EACH ITEM for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION**, and (4) submit a “Public Copy” from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Bidder: (1) enumerates the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the information as confidential, (2) justifies why the information should be maintained in confidence, (3) explains why disclosure of the information would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Bidder to respond to inquiries by the Agency concerning the confidential status of such information.

**The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP.** The confidential information must be excised in such a way as to allow the public to determine the general nature of the information removed and to retain as much of the Bid as possible.

**Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Bidders may not request confidential treatment with respect to pricing information and transmittal letters. A Bidder’s request for confidentiality that does not comply with this form or a Bidder’s request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting the Bid as non-responsive. Requests to maintain an entire Bid as confidential will be rejected as non-responsive.**

If Agency receives a request for information that Bidder has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such information, Bidder shall, at its sole expense, appear in such action and defend its request for confidentiality. If Bidder fails to do so, Agency may release the information or material with or without providing advance notice to Bidder and with or without affording Bidder the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Bidder fails to comply with the request process set forth herein, if Bidder’s request for confidentiality is unreasonable, or if Bidder rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Bidder and with or without affording Bidder the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

**Part 1 – No Confidential Information Provided**

**Confidential Treatment Is Not Requested**

Bidder acknowledges that bid response contains no confidential, secret, privileged, or proprietary information. There is no request for confidential treatment of information contained in this bid response.

This Form must be signed by the individual who signed the Bid. The Bidder shall place this Form completed and signed in its Bid.

***\*Fill in and sign the following if you have provided no confidential information. If signing this Part 1, do not complete Part 2.***

<u>West Publishing Corporation</u>	<u>1522005021</u>	<u>Online Legal Research</u>
Company	RFB Number	RFB Title
	<u>Director</u>	<u>June 1, 2022</u>
Signature (required)	Title	Date

*(Proceed to the next page only if Confidential Treatment is requested.)*

**Part 2 - Confidential Treatment is Requested**

**The below information is to be completed and signed ONLY if Bidder is requesting confidential treatment of any information submitted in its Bid.**

**NOTE:**

- **Completion of this Form is the sole means of requesting confidential treatment.**
- **A BIDDER MAY NOT REQUEST PRICING FOR BIDS BE HELD IN CONFIDENCE.**

Completion of the Form and Agency’s acceptance of Bidder’s submission does not guarantee the agency will grant Bidder’s request for confidentiality. The Agency may reject Bid entirely in the event Bidder requests confidentiality and does not submit a fully completed Form or requests confidentiality for portions of its Bid that are improper under the RFB.

**Please provide the information in the table below. Bidder may add additional lines if necessary or add additional pages using the same format as the table below.**

RFB Section :	Bidder must cite the specific grounds in <i>Iowa Code Chapter 22</i> or other applicable law which supports treatment of the information as confidential.	Bidder must justify why the information should be kept in confidence.	Bidder must explain why disclosure of the information would not be in the best interest of the public.	Bidder must provide the name, address, telephone, and email for the person at Bidder’s organization authorized to respond to inquiries by the Agency concerning the status of confidential information.

This Form must be signed by the individual who signed the Bid. The Bidder shall place this Form completed and signed in its Bid immediately following the transmittal letter. A copy of this document shall be placed in all Bids submitted including the Public Copy.

***\*If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Bidder’s submittal to request confidentiality or rejection of the Bid as being non-responsive.***

***\*Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Bid. If signing this Part 2, do not complete Part 1.***

\_\_\_\_\_  
Company

\_\_\_\_\_  
RFB Number

\_\_\_\_\_  
RFB Title

\_\_\_\_\_  
Signature (required)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT #5**

**Cost Proposal – RFB1522005021**

Respondent's Cost Proposal must include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). All pricing to be FOB Destination, freight cost and all expenses included; and based on Net 60 Days Payment Terms. The following template is required. Please use additional pages to provide any additional narrative support for the costing information.

Subscription Services:
Please attach all price lists, description of services and submit them with your response through the VSS Portal.

Signature:  Date: June 1, 2022

Printed Name and Title: John S. Nelson, Director

Name of Respondent Organization: West Publishing Corporation, d/b/a West, a Thomson Reuters business

Address: 610 Opperman Drive, Eagan MN 55123

Phone: 763.326.4505 Email: john.s.nelson@thomsonreuters.com



May 10, 2022

To: All Potential Respondents  
From: Craig Trotter, Purchasing Agent

Subject: RFB1522005021

### **Addendum One - Answers to Questions**

**Please amend the subject RFP to include answers to the following timely received questions:**

Q1. Will the contract be available to agencies statewide, or is it for users at the Iowa Department of Administrative Services (DAS) only? Our inclination is that it's a statewide agreement because of the RFB's references to Participating Agencies in sections 1.2 (page 2), 1.5 (page 3), and 3.9 (page 13)?

A1. **The agreement will be available to all State Agencies. It will also be available to all city and county municipalities across the state if they choose to use it.**

Q2. If the contract is intended as a statewide agreement, what types of agencies may use it? Iowa code section 8B.1 defines Participating Agency as "any state agency, except the state board of regents and institutions operated under the authority of the state board of regents." Would the contract be available to state-level agencies only? Or also to agencies at city and county levels?

A2. **See answer to question one.**

Q3. If the contract is for researchers at DAS only (and is not a statewide agreement), how many Professional Users does DAS have? Examples of these users are attorneys, librarians, investigators or analysts who are employed by the agency. These are different from "Staff Support Users," such as paralegals, interns, legal secretaries or other administrative staff, who receive complimentary access at no additional cost.

A3. **See answer to question one.**

Q4. Assuming the RFB is for a statewide agreement, pricing depends on multiple factors: number of users, desired content and solutions, contract term, etc. Therefore, we would need our bid to reflect ceiling prices that can be discounted on a case-by-case basis for individual agencies and their needs. Please confirm this approach is acceptable to the State.

A4. **Yes, pricing will depend on multiple factors: number of users, desired content and solutions. Pricing should be a based cost for all available services that you offer along with costs for any add-on services.**

Q5. RFB page 1 contains a link to the General Terms and Conditions for Service Contracts/Solicitations (effective 5/1/2016). Additionally, the RFB includes Attachment 6 titled Security Terms. Both contract documents include provisions addressing the same subjects (intellectual property, warranties, etc.). Do both apply to the final agreement? Or does Attachment 6 only apply?

A5. Generally, it will be a combination of both documents.

Q6. RFB section 3.1(p) on page 10 requests investigative tools. We provide these solutions from an affiliate company, which has a separate legal name, federal tax ID, licensing terms, remittance address, and legal, sales and billing departments. Because of these differences, we would need a separate contract for investigative tools under a different company name. To help keep things separate, would the State prefer a separately submitted bid for investigative tools? We note multiple award are permissible under RFB section 3.9, page 13. Or should we include information about investigative tools in the same bid as legal research solutions and complete two versions of the RFB attachments (one version from each affiliate company)?

A6. No, the State would not prefer separately submitted bids. The State would consider your affiliate as a subcontractor to your company. Per IAC 117.19(9) Subcontractors or secondary suppliers. Vendors shall be responsible for the actions of and performance of their subcontractors or secondary suppliers. Vendors shall be responsible for payment to all subcontractors or secondary suppliers. Vendors awarded a state construction contract shall disclose the names of all subcontractors within 48 hours after the award of the contract and advise the department of changes in the names of subcontractors throughout the duration of the project

**Please acknowledge receipt of this addendum by signing in the space provided below, and return this letter with your offer (do not send back separately).**

I hereby acknowledge receipt of this addendum.



June 1, 2022

Signature

Date

John S. Nelson

Typed or Printed Name



May 20, 2022

To: All Potential Respondents  
From: Craig Trotter, Purchasing Agent

Subject: RFB1522005021

### **Addendum Two - Answers to Questions**

**Please amend the subject RFP to include answers to the following timely received questions:**

- Q1. Section 2.23 Determinations of Responsible Bidder (Page 7)—The solicitation states that in order for a bid to be considered responsive, the bid must “answer ‘Yes’ to all parts”. However, the introduction to Section 4 – Form of Bid indicates that “If a ‘no’ response is indicated, exception must be noted on Attachment 3”. Given that the bid document allows for “no” responses with an explanation, will the State of Iowa amend Section 2.23 to allow offerors who respond “no” to some requirements to still be considered a responsive bid, if they include clear exceptions and the intention to work with the State to negotiate acceptable contract terms?
- A1. Please see definitions for “Responsible Bidder and “Responsive Bid” in Section 1.3. The State will allow offerors/bidders to answer “no” to any section as long as it is noted on Attachment 3 and submitted with the bid. If exceptions are **not** noted in attachment 3 then the State will assume that the offerors/bidders acknowledges the acceptance of terms and conditions of bid. The State will look at all exceptions and determine what is best for the State and that it complies with Iowa codes.
- Q2. Section 3 Specifications (Page 10)—Section 3 provides that the legal research service “must be able to satisfy all these specifications to be deemed a Responsible Bidder”. The list of specifications is quite extensive and includes items that go well beyond what is provided to the State under its current state-wide contract for legal research services. The list of specifications in Section 3 seems suited to very large legal departments (e.g., Iowa Attorney General), but far too broad for smaller offices/departments throughout the State. For example, most State offices/departments don’t routinely require access to briefs, dockets, news, public records, jury materials, and expert witness resources.
- Do all State agencies and public bodies contemplated under the MSA contract require access to all of the mandatory specifications listed in Section 3?
- A2. No, not all State agencies will require access to all of the specifications.

Q3. To help ensure that the State is provided with maximum purchasing flexibility, can bidders provide the state with smaller research packages that are more closely aligned with typical legal research needs?

A3. Yes, absolutely. The State is interested in reviewing all options or packages that bidders can provide.

**Please acknowledge receipt of this addendum by signing in the space provided below, and return this letter with your offer (do not send back separately).**

I hereby acknowledge receipt of this addendum.



June 1, 2022

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

John S. Nelson

\_\_\_\_\_  
Typed or Printed Name



May 20, 2022

To: All Potential Respondents  
From: Craig Trotter, Purchasing Agent  
Subject: RFB1522005021 – Online Legal Research

### Addendum Three

**The State is amending the subject RFB to include or remove the following:**

1. **Current - Section 3.7 Special Requirements, Item C (Page 12)** - Bidder must provide two (2) additional master passwords, as part of the flat rate agreement, which will allow persons authorized by an Agency to access any database that is not included in the Bidder's flat rate password plan.

**Remove - Item C (Page 12)** – This provision is removed from the bid specifications.

2. **Section 3.7 Special Requirements, Item F (Page 12)** - Bidder must ensure that all legal materials posted to databases have been reviewed by attorney's with headnotes prepared by attorneys.

**Replace - Item F in Section 3.7 (Page 12) – *Where applicable***, Bidder must ensure that all legal materials posted to databases have been reviewed by attorney's with headnotes prepared by attorneys.

3. **Section 3.7 Special Requirements, Item L (Page 12)** - Bidder must provide manual or

**Remove - Item L in Section 3.7 (Page 12)** - *This provision is removed from the bid specifications.*

4. **Section 3.7 Special Requirements, Item N (Page 12)** - Bidder must provide two (2) training passwords for an Agency's training department at no cost to the Agency.

**Remove - Item N in Section 3.7 (Page 12)** - *This provision is removed from the bid specifications.*

5. **Section 4.26 Adjustments in Pricing (Page 22) (Last bullet point) – The following will be removed from Section 4.26.**

During the term of this contract, should the Contractor enter into pricing agreements with other customers providing greater benefits or lower pricing, Contractor shall immediately amend the State contract to provide similar pricing to the State if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. Contractor shall immediately notify the State Procurement Coordinator of any such contracts entered into by Contractor.

**Please acknowledge receipt of this addendum by signing in the space provided below, and return this letter with your offer (do not send back separately).**

I hereby acknowledge receipt of this addendum.



June 1, 2022

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

John S. Nelson

\_\_\_\_\_  
Typed or Printed Name

# References

---

Thomson Reuters has provided the following references for the State of Iowa:

Reference 1	
Company Name:	Iowa Public Defenders Office
Contact Name:	Jacob Mason
Pronouns:	he/him/his
Phone:	515.281.5577
Email:	<a href="mailto:jmason@spd.state.ia.us">jmason@spd.state.ia.us</a>

Reference 2	
Company Name:	Iowa Civil Rights Commission
Contact Name:	Stan Thompson
Pronouns:	he/him/his
Phone:	515.281.4121
Email:	<a href="mailto:Stan.thompson@iowa.gov">Stan.thompson@iowa.gov</a>

Reference 3	
Company Name:	WI Department of Children and Families
Contact Name:	Brian McReavy
Pronouns:	he/him/his
Phone:	608-422-6219
Email:	<a href="mailto:Brian2.mcreavy@wisconsin.gov">Brian2.mcreavy@wisconsin.gov</a>