

**Iowa Department of Administrative Services
Contracts Declaration & Execution Page**

Title of Contract: Drug and Alcohol Testing		Bid Proposal Number RFP1420645063	Contract Number MA21121
This Agreement is entered into between the State of Iowa (by and through its agency, the Department of Administrative Services) and the Contractor named below:			
State Agency's Name: Department of Transportation			
Contractor's Name: First Hospital Laboratories, Inc.			
Contract to Begin: 10/31/2020	Date of Expiration: 10/30/2023	Annual Extensions: Three (3) Annual Extensions	
The parties agree to comply with the terms and conditions and attachments which are by this reference made a part of the Agreement: Section 1 – Terms & ConditionsPage 2 Section 2 – Scope of Work.....Page 26 Section 3 – Pricing.....Page 30 Section 4 – ContactsPage 32			

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto

Contractor:

By (Authorized Signature) <i>Wayne Mosley</i>	Date Signed 9/28/20
Printed Name and Title of Person Signing Wayne Mosley Corporate Controller	
Address 100 Highpoint Drive, Suite 102, Chalfont, PA 18914	

State of Iowa: Department of Administrative Services – Central Procurement

By (Authorized Signature) <i>Kelli Sizenbach</i>	Date Signed 9/29/2020
Printed Name and Title of Person Signing Kelli Sizenbach, Purchasing Agent	
Address 1305 E Walnut St, 3rd Floor, Des Moines, IA 50319	

SECTION 1
Terms & Conditions

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 Reimbursement Expenses

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 addition, the Contractor shall ensure it has any necessary workers' compensation and employer liability insurance as required by Iowa law.

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

1.15.44 No Minimums Guaranteed

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

SECTION 2
Scope of Work

2.1 General Specifications

- 2.1.1** Contractor must administer the drug and alcohol testing program for the State in accordance with the most current U.S. DOT drug and alcohol testing requirements pursuant U.S. DOT's drug and alcohol testing pursuant to Federal Motor Carrier Safety Administration regulations 49 CFR, Parts 40 and 382 as well as Federal Transit Administration rule 49 CFR Part 655 and Part 40, including all subsequent revisions and additions.
- 2.1.2** Contractor must contract with or own a drug testing laboratory certified by Health and Human Services under the National Laboratory Certification Program that performs drug tests using urine specimens with split specimen collection conducted to be analyzed for the drugs or classes of drugs in accordance with the U.S. DOT regulations.
- 2.1.3** Contractor must be in contract with a Medical Review Officer (MRO) who is a licensed physician and meets the qualifications of the U.S. DOT regulations.
- 2.1.4** Contractor must be in contract with collection sites that are within the city limits of Iowa City/Coralville, Ames, Cedar Falls, Des Moines, Council Bluffs, Sioux City, Davenport, Mason City and Cedar Rapids, as well as within a 30-mile radius of each Iowa DOT facility.
- 2.1.5** All collection sites must be in the State of Iowa.
- 2.1.6** Contractor's contracted collection sites must provide Screening Test Technicians (STTs), Breath Alcohol Technicians (BATs) and Urine Specimen collectors that meet their respective requirements in accordance with U.S. DOT regulations.
- 2.1.7** Collection sites must use breath alcohol testing equipment in accordance with U.S. DOT regulations.
- 2.1.8** Contractor must provide a courier service to pick up urine specimens at collection sites and deliver to contracted drug testing laboratory.

2.2 Collection Services

- 2.2.1** Contractor will provide a bundled TPA service for collection sites, courier service, MRO, and drug testing laboratory analysis and reporting service.
- 2.2.2** Contractor will provide a hosted web solution that clients can access through a secure web portal. Through the web portal, clients can easily place orders for pre-employment, random, return-to-duty, post-accident, reasonable suspicion and follow-up testing within an established network of clinics, check on ETAs of order completion, receive updates, view reports and data, view online billing, access individual results, including a copy of the CCF, and reach the customer service team.
- 2.2.3** The team of in-house specialists are available during normal business hours, 8:00 AM to 7:30 PM Eastern Standard Time, to provide support by phone or the First Request messaging tool.
- 2.2.4** The support team will answer any questions related to the client's order or to assist in coordinating reasonable suspicion, pre-employment, random, return-to-duty, post-accident, and follow-up testing.
- 2.2.5** The contractor will provide an "After Hours" team to receive calls outside of normal business hours.
- 2.2.6** The contractor will provide the State of Iowa with collection services Monday through Friday, during normal business hours through the collection sites provided. If services are being restricted for any reason, written notification will be provided to all agencies affected.
- 2.2.7** The State of Iowa will have access to the contractor's in-house 24/7 Emergency Testing Coordination team to help the State of Iowa to best respond in situations of emergency or after-hours testing needs.
- 2.2.8** The contractor has an in-house Medical Review Officer department to provide MRO services.
- 2.2.9** The contractor maintains a compliance department that tracks and monitors all licenses and certifications of our MRO staff.
- 2.2.10** The contractor's MROs and compliance experts are always available to assist with expert testimony or depositions.
- 2.2.11** The contractor has experience in both releasing information for our clients in response to a previous employer check, as well as conducting previous employer checks on behalf of our clients regarding drug and alcohol checks. This option can be made available for an additional fee.
- 2.2.12** The per test fee includes the entirety of TPA services: collection, courier service, MRO services, laboratory analysis, and results reporting.

2.3 Policies and Procedures

- 2.3.1** The contractor will remain current with all applicable U.S. DOT, FMCSA, and FTA regulations through email notices, conferences, and training webinars.

- 2.3.2 The contractor will follow the guidelines as required by each applicable agency.
- 2.3.3 The contractor uses a proprietary software system specifically designed for generating random lists in accordance with regulatory requirements.
- 2.3.4 The program will generate a report of the individuals selected for random testing.
- 2.3.5 The contractor will ensure that collection sites obtain and maintain the supplies and materials necessary to complete a DOT urine specimen collection and breath alcohol testing per 49 CFR Part 40.45 through 40.51.
- 2.3.6 The contractor will verify that all services are performed by qualified personnel.
- 2.3.7 The positive results of urine specimen and breath alcohol tests will be reported immediately to the designated employer representative by telephone in order to prevent the employee from performing a safety sensitive function. The initial transmission will be followed by written results in a manner consistent with federal regulations.
- 2.3.8 The negative results of a urine specimen and breath alcohol tests will be reported via email and the online reporting system.
- 2.3.9 The contractor will ensure that negative or confirmed positive test result data, the certified chain of custody form, and the lab results are securely transferred from the lab directly to the MRO via upload to a secure website.
- 2.3.10 The contractor's laboratory partner is SAMHSA certified and a College of American Pathologists (CAP) Forensic Laboratory.
- 2.3.11 The contractor's MROs are required to report into the Clearinghouse.
- 2.3.12 The contractor maintains signed service agreements/contracts with all specimen collection/breath alcohol testing sites and service providers to ensure that they have DHHS/DOT qualified personnel, utilize DHHS and DOT collection/testing procedures, and meet physical facility standards for urine specimen collection and alcohol testing as specified by applicable federal regulations.
- 2.3.13 As required under DOT part 40, the Chief MRO audits the work of the MRO support staff on a quarterly basis.
- 2.3.14 Any medical or prescription information received by the MRO from the donor is securely stored in the contractor's MRO application. Internal access to these records is restricted based on user-security role.
- 2.3.15 The contractor's system is currently integrated with Workday.

2.4 Management

- 2.4.1 Collection facilities for alcohol testing will have trained Breath Alcohol Technicians (BATs) who meet all federal regulations (40.213) for qualification standards.
- 2.4.2 The equipment used will be included on the National Highway Transportation Safety Administration (NHTSA) Conforming Products List (CPL), for screening and confirmatory testing and will meet all federal regulations.
- 2.4.3 The contractor will ensure that collection site staff are trained in accordance with 49 CFR Part 40.33 and conduct specimen collections in accordance with 49 CFR Part 40 and the DOT Specimen Collection Guidelines.
- 2.4.4 The contractor will maintain training qualification documentation for all specimen collectors that are approved and assigned for use.
- 2.4.5 The contractor will ensure collection sites utilize FedEx overnight for all specimens being shipped to the lab.
- 2.4.6 The contractor will ensure specimens are shipped within 24 hours or the next business day.
- 2.4.7 The contractor's portal allows the State of Iowa DER and the contractors staff to monitor the progress of a Drug & Alcohol screening order.
- 2.4.8 The contractor's Compliance Department monitors the monthly Certified Lab List published by SAMSHA to ensure our lab partners remain certified.
- 2.4.9 The contractor will be using Clinical Reference Laboratory (CRL) for this contract.
- 2.4.10 The contractor will provide electronic chain of custody forms.
- 2.4.11 The contractor will provide an all in one invoice to each agency. Agencies will provide payment to contractor only.

2.5 Reports

- 2.5.1 The contractor will provide a test summary report and test type report that is modeled on the MIS report that needs to be submitted to each applicable agency.
- 2.5.2 The contractor's web-based client portal offers a fully customizable user-based tool with an easy to read interface.
- 2.5.3 The dashboard can show a current snapshot of real time data, as well as, historical information of an organization's services performed.
- 2.5.4 Reports can be pulled in PDF form and Queries can be exported to excel for additional reporting services.
- 2.5.5 Reports will include, but are not limited to: Test Summary Report, Test Type Report, Search History Report, Collection Time Report, Random Compliance Report, Random Employee, Report Random Pool Report,

Random Access Report, Random Tests by Collection Date Chart, Random Tests by Day of Week Chart and Random Tests by Time of Collection Chart.

2.5.6 Each database and the scheduling software has the ability for the user to run ad hoc searches and export the results to Excel for ad hoc reporting purposes.

2.5.7 The contractor's client portal allows for reports to be generated for each participating agency. Each Agency would only see data that applies to their testing program.

2.6 Communication

2.6.1 Negative DOT laboratory results are certified by the MRO staff for release to the designated employer representative for respective State agency and are posted to the web-based Results Retrieval site for access by authorized personnel.

2.6.2 Verified non-negative results are communicated via immediate phone contact to Designated Employer Representative (DER).

2.6.3 Lab analysis results will be transmitted electronically and securely to the MRO. The MRO follows 49 CFR Part 40 Subpart G to conduct the verification of the specimen's result.

2.6.4 In the event of a change of our selected laboratory or an issue regarding the laboratory, the contractor's Account Representative team member would inform the designated employer representative for respective State agency.

2.6.5 For potential, or pre-employment, employees, the authorized State of Iowa user enters the employee's information through the First Request web portal and selects the type of service(s) required (Drug Screen, Physical, etc.).

2.7 Implementation Plan

2.7.1 As the current provider of these services, the contractor's implementation strategy would be to meet with key Iowa Agency members to discuss performance and any potential improvements the State of Iowa would like to see on their accounts.

2.7.2 Training is conducted via webinar or in-person as part of the initial program startup.

2.7.3 Ongoing, online training to assist clients as staff is added and or replaced overtime is conducted as often as the client requires.

2.7.4 The contractor currently offers a suite of training options for our clients. We offer both on-site/in-person training, as well as online training modules, webinars, and videos.

2.7.5 Upon request from an agency during the first 12 months of the contract implementation, the contractor will allow each agency to view each online training module, webinar, and video at no charge to determine the suitability for use at each agency.

2.7.6 New forms will be provided to each agency.

2.7.7 The electronic chain of custody forms will be integration into the solution during implementation.

2.7.8 As an option, implementation of a workday integration will be provided to those agencies that wish to have this integration.

**SECTION 3
Pricing**

3.1 Fixed Fee Services

Education and Training Services	
On-Site per Hour	\$150.00/hour + Travel Expenses*
Online Per Hour	Varies
Expert Witness Testimony Services	
By Phone per Hour	\$150.00
In-Person per Hour	\$150.00/hr. not to exceed \$1,200/day plus travel expenses*
Data Reporting/Integration Services	
Per Specimen Collection Reports	\$0.00
Per Test Result Reports	\$0.00
Data Integration	\$0.00
MRO	
Bundled	Included in cost of test
Drug Testing Laboratory	
Cost per Test	Included in cost of test
Emergency After Hours Call Services Coordination	
Per Call Managed	\$75.00

*Travel expenses will be reimbursed per State Accounting Enterprise travel policy.

City with Required Collection Site	Collection Site	Per Drug Test	Per Breath Alcohol Test
Iowa City/Coralville	269 N 1st Ave # I Iowa City 52245	\$47.12	\$40.50
Ames	1215 Duff Avenue Ames IA 50010	\$47.12	\$40.50
Cedar Falls	226 Bluebell Rd Cedar Falls IA 50613	\$47.12	\$40.50
Des Moines	100 E Euclid Ave Ste 150 Des Moines IA 50313	\$47.12	\$40.50
Council Bluffs	2900 F Street Omaha NE 68107	\$47.12	\$40.50
Sioux City	3500 Singing Hills Blvd Ste 100 Sioux City IA 51106	\$47.12	\$40.50
Davenport	3540 E. 46th St. Davenport IA 52807	\$47.12	\$40.50
Mason City	1501 4th St SW Mason City IA 50401	\$47.12	\$40.50
Cedar Rapids	3245 Williams Pkwy SW Cedar Rapids IA 52404	\$47.12	\$40.50

Address of DOT Facility	Address of Collection Site	Per Drug Test	Per Breath Alcohol Test
300 Hillcrest Adair, IA 50002	1501 E. 10th Atlantic IA 50022	\$47.12	\$40.50
33654 Overton Circle Adel IA 50003	2829 Western Pkwy Suite 220 Des Moines IA 50266	\$47.12	\$40.50
1501 South C St Albia IA 52531	1229 C Ave E Ste 4 Oskaloosa IA 52577	\$47.12	\$40.50
2107 100th Avenue Algona, IA 50511	1515 S Phillips St Algona IA 50511	\$47.12	\$40.50
12 Pfaltzgraff Allison IA 50602	312 9th St SW Waverly IA 50677	\$47.12	\$40.50
805 2nd Ave Alton IA 51003	118 N 7th Ave Sheldon IA 51201	\$47.12	\$40.50
405 1st Ave N Altoona IA 50009	100 E Euclid Ave Ste 150 Des Moines IA 50313	\$47.12	\$40.50
1020 South 4th St Ames IA 50010	1215 Duff Avenue Ames IA 50010	\$47.12	\$40.50
800 Lincoln Way Ames IA 50010	1215 Duff Avenue Ames IA 50010	\$47.12	\$40.50
57073 E U.S. 30 Ames IA 50010	1215 Duff Avenue Ames IA 50010	\$47.12	\$40.50
2040 Iowa 64 E Anamosa IA 52205	1795 Highway 64 East Anamosa IA 52205	\$47.12	\$40.50
2374 Iowa 60 Blvd Ashton IA 51232	600 N 9th Ave Sibley IA 51249	\$47.12	\$40.50
2210 East 7th St Atlantic IA 50022	1501 E. 10th Atlantic IA 50022	\$47.12	\$40.50
2310 East 7th St Atlantic IA 50022	1501 E. 10th Atlantic IA 50022	\$47.12	\$40.50

502 Ash Atlantic IA 50022	1501 E. 10th Atlantic IA 50022	\$47.12	\$40.50
1110 N Chestnut Avoca IA 51521	1501 E. 10th Atlantic IA 50022	\$47.12	\$40.50
20836 Iowa 2 Bloomfield IA 52537	1005 Pennsylvania Ave Ste 102 Ottumwa IA 52501	\$47.12	\$40.50
615 Snedden Dr Boone IA 50036	1015 Union Street Boone IA 50036	\$47.12	\$40.50
5020 SE 64th Ave Carlisle IA 50047	100 E Euclid Ave Ste 150 Des Moines IA 50313	\$47.12	\$40.50
Highway 30 W Carroll IA 51401	1420 Highway 71 North Carroll IA 51401	\$47.12	\$40.50
5455 Kirkwood Blvd SW Cedar Rapids IA 52404	3245 Williams Pkwy SW Cedar Rapids IA 52404	\$47.12	\$40.50
45842 U.S. 14 Chariton IA 50049	1200 N 7th St Chariton IA 50049	\$47.12	\$40.50
Highway 34 W Chariton IA 50049	1200 N 7th St Chariton IA 50049	\$47.12	\$40.50
600 18th St Charles City IA 50616	308 N Maple Ave New Hampton IA 50659	\$47.12	\$40.50
1805 Industrial Rd Cherokee IA 51012	300 Sioux Valley Dr Cherokee IA 51012	\$47.12	\$40.50
1833 Industrial Rd Cherokee IA 51012	300 Sioux Valley Dr Cherokee IA 51012	\$47.12	\$40.50
1150 East State St Clarinda IA 51632	220 Essie Davison Dr. Clarinda IA 51632	\$47.12	\$40.50
Iowa 3 W Clarion IA 50525	1316 S Main St Clarion IA 50525	\$47.12	\$40.50
2600 Coral Ridge Ave Coralville IA 52241	2591 Holiday Rd Coralville IA 52241	\$47.12	\$40.50
4244 U.S. 20 E Correctionville IA 51016	307 Main St Anthon IA 51004	\$47.12	\$40.50
2501 North 25th St Council Bluffs IA 51501	2900 F Street Omaha NE 68107	\$47.12	\$40.50
3538 South Expressway Council Bluffs IA 51501	2900 F Street Omaha NE 68107	\$47.12	\$40.50
3540 South Expressway Council Bluffs IA 51501	2900 F Street Omaha NE 68107	\$47.12	\$40.50
701 E Taylor Creston IA 50801	1700 W Townline St Creston IA 50801	\$47.12	\$40.50
405 S Chestnut Creston IA 50801	1700 W Townline St Creston IA 50801	\$47.12	\$40.50
8721 NW Blvd Davenport IA 52806	3540 E. 46th St. Davenport IA 52807	\$47.12	\$40.50
2305 U.S. 52 S Decorah IA 52101	1830 State Hwy 9 Decorah IA 52101	\$47.12	\$40.50
2435 Airport Rd Denison IA 51442	139 N 7th St Denison IA 51442	\$47.12	\$40.50
1530 NE 53rd Ave Des Moines IA 50313	100 E Euclid Ave Ste 150 Des Moines IA 50313	\$47.12	\$40.50
801 Westwood Dr DeWitt IA 52742	2400 Lillian Way Clinton IA 52732	\$47.12	\$40.50
900 Park St Donnellson IA 52625	928 Main Street Keokuk IA 52632	\$47.12	\$40.50
11000 U.S. 61 S Dubuque IA 52004	1665 Embassy West Dr Dubuque IA 52002	\$47.12	\$40.50
14117 Route 136 N Dyersville IA 52040	1121 3rd St SW Dyersville IA 52040	\$47.12	\$40.50
22347 Iowa 128 Elkader IA 52043	911 Carter, S Elkader IA 52043	\$47.12	\$40.50
1405 Adams St Emmetsburg IA 50536	3201 1st Street Emmetsburg IA 50536	\$47.12	\$40.50
205 East 227th St Fairfield IA 52556	2000 S Main St Fairfield IA 52556	\$47.12	\$40.50
207 East 227th St Fairfield IA 52556	2000 S Main St Fairfield IA 52556	\$47.12	\$40.50
209 East 227th St Fairfield IA 52556	2000 S Main St Fairfield IA 52556	\$47.12	\$40.50
2088 230th Street Fort Dodge IA 50501	2520 9th Ave South Fort Dodge IA 50501	\$47.12	\$40.50
280 U.S. 18 E Garner IA 50438	532 1st Street NW Britt IA 50423	\$47.12	\$40.50
2313 Iowa 92 E Greenfield IA 50849	1700 W Townline St Creston IA 50801	\$47.12	\$40.50
2300 SE 17th St Grimes IA 50111	5911 Meredith Dr Suite D Des Moines IA 50322	\$47.12	\$40.50
2310 SE 17th St Grimes IA 50111	5911 Meredith Dr Suite D Des Moines IA 50322	\$47.12	\$40.50
2320 SE 17th St Grimes IA 50111	5911 Meredith Dr Suite D Des Moines IA 50322	\$47.12	\$40.50
902 Ogan Ave Grinnell IA 50112	210 4th Ave Grinnell IA 50112	\$47.12	\$40.50
1205 A Ave Grundy Center IA 50638	201 E. J Ave Grundy Center IA 50638	\$47.12	\$40.50
753 Iowa 9 Hanlontown IA 50444	1501 4th St SW Mason City IA 50401	\$47.12	\$40.50
2387 Keystone Ave Ida Grove IA 51445	112 N Kiel St Holstein IA 51025	\$47.12	\$40.50
2001 240th St Independence IA 50644	1600 1st St east Independence IA 50644	\$47.12	\$40.50
1035 Industrial Park Iowa Falls IA 50126	920 South Oak St Iowa Falls IA 50126	\$47.12	\$40.50
512 West Clark Jefferson IA 50129	610 10th St. Perry IA 50220	\$47.12	\$40.50
610 N Pinet Jefferson IA 50129	610 10th St. Perry IA 50220	\$47.12	\$40.50
300 Weiler Dr Knoxville IA 50138	1200 N 7th St Chariton IA 50049	\$47.12	\$40.50
1773 Heather Ave Latimer IA 50452	1720 Central Ave E Hampton IA 50441	\$47.12	\$40.50
1080 Lincoln St NE LeMars IA 51031	714 Lincoln St NE LeMars IA 51031	\$47.12	\$40.50
1504 SW Lorraine St Leon IA 50144	800 S Fillmore St # O Osceola IA 50213	\$47.12	\$40.50
1206 420th St Malcom IA 50157	210 4th Ave Grinnell IA 50112	\$47.12	\$40.50
1009 W Main Manchester IA 52057	709 West Main Street Manchester IA 52057	\$47.12	\$40.50
1105 W Main Manchester IA 52057	709 West Main Street Manchester IA 52057	\$47.12	\$40.50
2893 Iowa 62 Maquoketa IA 52060	700 West Grove st Maquoketa IA 52060	\$47.12	\$40.50

5801 Linn Aire Ave Marion IA 52302	1911 First Ave S.E. Cedar Rapids IA 52402	\$47.12	\$40.50
1308 Iowa Ave W Marshalltown IA 50158	107 E Southridge Rd Marshalltown IA 50158	\$47.12	\$40.50
795 Iowa 92 W Martensdale IA 50160	1233 8th Street W. DES MOINES IA 50265	\$47.12	\$40.50
480 43rd St SW Mason City IA 50401	1501 4th St SW Mason City IA 50401	\$47.12	\$40.50
428 43rd St SW Mason City IA 50401	1501 4th St SW Mason City IA 50401	\$47.12	\$40.50
2308 U.S. 30 Missouri Valley IA 51555	631 N 8th St Missouri Valley IA 51555	\$47.12	\$40.50
700 S Henderson Mt. Ayr IA 50854	1700 W Townline St Creston IA 50801	\$47.12	\$40.50
906 East Harvest Dr Mount Pleasant IA 52641	122 N Main Street Mt. Pleasant IA 52641	\$47.12	\$40.50
205 E Taft St Mount Pleasant IA 52641	122 N Main Street Mt. Pleasant IA 52641	\$47.12	\$40.50
3001 Grandview Ave Muscatine IA 52761	2104 Cedarwood Dr #102 Muscatine IA 52761	\$47.12	\$40.50
30420 Tomahawk Ave Neola IA 51559	715 Harmony Street Council Bluffs IA 51503	\$47.12	\$40.50
2220 225th St New Hampton IA 50659	106 East Main St. Calmar IA 52132	\$47.12	\$40.50
2224 225th St New Hampton IA 50659	106 East Main St. Calmar IA 52132	\$47.12	\$40.50
2300 West 19th St S Newton IA 50208	321 E 3rd St N Newton IA 50208	\$47.12	\$40.50
18818 U.S. 59 Oakland IA 51560	1501 E. 10th Atlantic IA 50022	\$47.12	\$40.50
1800 Iowa 175 W Onawa IA 51040	307 Main St Anthon IA 51004	\$47.12	\$40.50
1945 Iowa 9 Osage IA 50461	1501 4th St SW Mason City IA 50401	\$47.12	\$40.50
1440 Jeffreys Dr Osceola IA 50213	800 S Fillmore St # O Osceola IA 50213	\$47.12	\$40.50
1970 Iowa 92 W Oskaloosa IA 52577	1229 C Ave E Ste 4 Oskaloosa IA 52577	\$47.12	\$40.50
2930 N Court Rd Ottumwa IA 52501	920 N Quincy Ottumwa IA 52501	\$47.12	\$40.50
21112 Kane Ave Pacific Junction IA 51561	3308 Samson Way Suite 102 Bellevue NE 68123	\$47.12	\$40.50
14455 North Ave, U.S. 169 Perry IA 50220	610 10th St. Perry IA 50220	\$47.12	\$40.50
405 NW 7th St Pocahontas IA 50574	107 W Division St West Bend IA 50597	\$47.12	\$40.50
1903 N Broadway Ave Red Oak IA 51566	2301 Eastern Ave Red Oak IA 51566	\$47.12	\$40.50
1204 N 2nd Ave East Rock Rapids IA 51246	2121 Hegg Dr Rock Valley IA 51247	\$47.12	\$40.50
2770 Norridge Ave Rockwell City IA 50579	2520 9th Ave South Fort Dodge IA 50501	\$47.12	\$40.50
2903 W Main St Sac City IA 50583	1525 West 5th PO Box 309 Storm Lake IA 50588	\$47.12	\$40.50
1305 Filmore Sidney IA 51652	1314 3rd Avenue Nebraska City 68410	\$47.12	\$40.50
23301 Iowa 149 Sigourney IA 52591	498 N Highland St Williamsburg IA 52361	\$47.12	\$40.50
2800 E Gordon Dr Sioux City IA 51102	3500 Singing Hills Blvd Ste 100 Sioux City IA 51106	\$47.12	\$40.50
200 S Hamilton Blvd Sioux City IA 51103	3500 Singing Hills Blvd Ste 100 Sioux City IA 51106	\$47.12	\$40.50
4611 U.S. 75 N Sioux City IA 51108	3500 Singing Hills Blvd Ste 100 Sioux City IA 51106	\$47.12	\$40.50
4621 U.S. 75 N Sioux City IA 51108	3500 Singing Hills Blvd Ste 100 Sioux City IA 51106	\$47.12	\$40.50
4623 U.S. 75 N Sioux City IA 51108	3500 Singing Hills Blvd Ste 100 Sioux City IA 51106	\$47.12	\$40.50
3250 Dallas Ave Sloan IA 51055	3500 Singing Hills Blvd Ste 100 Sioux City IA 51106	\$47.12	\$40.50
1107 11th St SW Spencer IA 51301	1200 1st Avenue East Spencer IA 51301	\$47.12	\$40.50
3001 N 18th St Spirit Lake IA 51360	826 N 8th Street Estherville IA 51334	\$47.12	\$40.50
1301 W Milwaukee Storm Lake IA 50588	1525 West 5th PO Box 309 Storm Lake IA 50588	\$47.12	\$40.50
806 Iowa 9 Swea City IA 50590	115 E Ramsey St Bancroft IA 50517	\$47.12	\$40.50
3277 L Ave Tama IA 52339	210 4th Ave Grinnell IA 50112	\$47.12	\$40.50
2092 Moscow Rd, County Rd X-54 Tipton IA 52772	430 Northgate Ave Iowa City IA 52245	\$47.12	\$40.50
5397 31st Ave Urbana IA 52345	1600 1st St east Independence IA 50644	\$47.12	\$40.50
1148 East 11 St Washington IA 52353	122 N Main Street Mt. Pleasant IA 52641	\$47.12	\$40.50
1875 W Ridgeway Ave Waterloo, IA 50704	3421 W 9th St Waterloo IA 50702	\$47.12	\$40.50
7318 27th Ave Watkins IA 52354	625 First Ave. SW Cedar Rapids IA 51405	\$47.12	\$40.50
1380 9th St SW Waukon IA 52172	102 2nd Ave SE Waukon IA 52172	\$47.12	\$40.50
3001 E Bremer Ave Waverly IA 50677	312 9th St SW Waverly IA 50677	\$47.12	\$40.50
617 N Beaverdale Rd West Burlington IA 52655	1340 Mt. Pleasant St. Burlington IA 52601	\$47.12	\$40.50
11562 210th St West Union IA 52175	110 Jefferson St West Union IA 52175	\$47.12	\$40.50
2110 Vail Ave Williams IA 50271	920 South Oak St Iowa Falls IA 50126	\$47.12	\$40.50
2507 210th St Williamsburg IA 52361	498 N Highland St Williamsburg IA 52361	\$47.12	\$40.50

3.2 Optional Training – Cost Per Person (Training Addendum would be required should training be utilized)

3.2.1	DOT Designated Employer Representative (DER) Drug and Alcohol Awareness Training	\$149.00
3.2.2	DOT Employee Signs and Symptoms Drug and Alcohol Training	\$ 19.00

3.2.3	DOT FAA Supervisor Reasonable Suspicion Signs and Symptoms Drug and Alcohol Training	\$ 49.00
3.2.4	DOT FMCSA Supervisor Reasonable Suspicion Signs and Symptoms Drug and Alcohol Training	\$ 49.00
3.2.5	DOT FTA Supervisor Reasonable Suspicion Signs and Symptoms Drug and Alcohol Training	\$ 49.00
3.2.6	DOT PHMSA Supervisor Reasonable Suspicion Signs and Symptoms Drug and Alcohol Training	\$ 49.00
3.2.7	DOT Supervisor Reasonable Suspicion: Signs and Symptoms Drug and Alcohol Training	\$ 49.00
3.2.8	DOT USCG Supervisor Reasonable Suspicion Signs and Symptoms Drug and Alcohol Training	\$ 49.00
3.2.9	Non-DOT Employee Drug and Alcohol Awareness Training	\$ 19.00
3.2.10	Non-DOT Supervisor Reasonable Suspicion: Signs and Symptoms Drug and Alcohol Training	\$ 49.00

SECTION 4
Project Managers

- 4.1 Project Manager - Contractor**
Brittany Marino – Director of Service Operations
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215.396.5507
- 4.2 State of Iowa – DAS/Procurement Contact**
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