

IOWA DEPARTMENT OF NATURAL RESOURCES
CONTRACT NUMBER 19ESDAQBMSTEI-0001

Between

IOWA DEPARTMENT OF NATURAL RESOURCES
And
enfoTech & Consulting, Inc.

This Contract was approved by the Environmental Protection Commission on June 19, 2018.

IN WITNESS THEREOF, the parties hereto have entered into this Contract on the day and year last specified below.

DEPARTMENT OF NATURAL RESOURCES

By: 
Bruce Trautman, Acting Director

Date: 10/25/18

CONTRACTOR

By: 
Tony C. Jeng, Executive Vice President
enfoTech & Consulting, Inc.

Date: 10/19/2018

This Contract shall not begin until it has been (1) signed by both parties or (2) the Contract start date has occurred, whichever is later.

For DNR use only:

1. Retain a signed copy of the Contract in the project file and send a hardcopy with 1st invoice to Budget & Finance.
2. Please do one of the following:
 - a) Email scanned copy to christina.liams@dnr.iowa.gov (please name subject your Contract #);
 - b) Fax copy to 515-725-8201 (Attn: Christina liams); **OR**
 - c) Mail a copy of the contract to IA DNR, Wallace State Office Building, Attention: Christina liams, 502 East 9th Street, Des Moines, IA 50319

**IT PROFESSIONAL SERVICES
SPECIAL CONDITIONS**

This Contract is entered into between the Iowa Department of Natural Resources (DNR) and enfoTech & Consulting, Inc. The parties agree as follows:

Section 1 IDENTITY OF THE PARTIES

1.1 Parties. DNR is authorized to enter into this Contract. DNR's address is: Wallace State Office Building, 502 East 9th Street, Des Moines, Iowa 50319.

enfoTech & Consulting, Inc., a Domestic Profit Organization, is organized under the laws of the State of New Jersey and is registered with the Iowa Secretary of State. Contractor's address is: 1368 How Lane, North Brunswick, New Jersey 08902.

1.2 Project Managers. Each party has designated a Project Manager and Contract Administrator, as follows:

**DNR Project Manager and
Contract Administrator:**

Marnie Stein
Environmental Specialist Senior
DNR Air Quality Bureau
502 East 9th Street
Des Moines, Iowa 50319
Phone: 515-725-9555
Fax: 515-725-9502
Email: marnie.stein@dnr.iowa.gov

Contractor Contract Administrator:

Tony C. Jeng
Executive Vice President
1368 How Lane
North Brunswick, New Jersey 08902
Phone: 732-839-1688 ext. 107
Fax: 732-214-8619
Email: tony_jeng@enfotech.com

Contractor Project Manager:

Sony Su
Director
1368 How Lane
North Brunswick, New Jersey 08902
Phone: 732-839-1688 ext. 117
Fax: 732-214-8619
Email: sony_su@enfotech.com

Section 2 STATEMENT OF PURPOSE

2.1 Background. The DNR is entering into this contract for the purpose of developing and implementing a new electronic application submission and tracking Software for air quality permits. The DNR's existing system, the State Permitting and Air Reporting System (SPARS), is more than seventeen years old and is seldom used. It relies on outdated software and does not meet minimum federal electronic reporting standards.

The DNR met with stakeholders through focus groups to gather the users' needs, insight, and interest for a new electronic permit application submission and tracking Software. A Request for Proposals (RFP) process to solicit and receive bids from vendors was held in 2016. Five bids were received and evaluated during a competitive

bidding and evaluation process. A Notice of Intent to Award was issued to enfoTech & Consulting, Inc. on February 6, 2017. The Iowa General Assembly, on May 2, 2018 passed a bill (Senate File 2414), which was signed by Governor Reynolds on June 1, 2018, appropriating funding for the DNR to implement the e-Application project.

2.2 Purpose. The purpose of this contract is to configure, install, license, test and provide support for a new electronic permit application submission and tracking Software to replace the DNR's legacy system, SPARS. Contractor will modify and configure its commercial off-the-shelf (COTS) system, GovOnline, to meet the DNR's specific requirements. The DNR plans to use the new Software to accept and process applications for New Source Review air quality construction permits and Title V operating permits. The electronic permit application submission and tracking Software will be used specifically for air quality permits, but may also be configured for reuse for other environmental permitting systems within the DNR.

Section 3 DURATION OF CONTRACT

3.1 Term of Contract. The term of this Contract shall be November 1, 2018 through March 1, 2021, unless terminated earlier in accordance with the Termination section of this Contract. However, this Contract shall not begin until it has been signed by both parties.

3.2 Approval of Contract. If the amount of compensation to be paid by DNR according to the terms of this Contract is equal to or greater than \$25,000.00, then performance shall not commence unless by the date this Contract has been approved by the Environmental Protection Commission.

3.3 Amendments. This Contract may be amended only by written mutual consent of the parties. DNR shall have the sole option to extend this Contract for subsequent periods, adding up to no more than six years total from the beginning date of the Original Contract, by executing a signed amendment prior to the expiration of this Contract.

Section 4 DEFINITIONS

"Acceptance of Deliverables" shall mean written approval by DNR stating that that one or more Deliverables are acceptable to DNR. DNR shall have sole discretion whether to issue written Acceptance of Deliverables.

"Agency" shall mean Department of Natural Resources (DNR).

"Contract" shall mean (1) these Special Conditions, any Attachments or Exhibits attached to and included as part of these Special Conditions, and including the Refined Proposed Statement of Work created pursuant to Task 2 below, the (2) DAS General Terms and Conditions for Services effective May 1, 2016, and (3) all other documents incorporated into this Contract by reference and listed in Section 5.5 below.

"Contract Administrator" shall be one employee of the DNR and one employee of the Contractor and be responsible for negotiating this Contract and any future amendments to the Contract.

"Contract Declarations & Execution Page" shall mean these Special Conditions.

"Contractor" shall mean enfoTech & Consulting, Inc.

"Contractor Project Manager" shall be an employee of the Contractor and manage the daily operations of the contractor staff, work with State personnel and network vendors, and be responsible for establishing and enforcing quality assurance standards for the Project. The Contractor Project Manager shall be responsible for all aspects of the system customization and implementation of the proposed system, including resource planning, scheduling and status reports. The Contractor Project Manager shall be available for all project meetings and be available within 24 hours of notification of DNR if necessary. The Contractor Project Manager shall be available to DNR by

telephone during regular business hours. The Contractor Project Manager shall spend sufficient time in Iowa as needed so that the Contractor Project Manager understands the operations of DNR and the expectations for this Project.

"COTS" shall mean commercial off-the-shelf.

"DAS General Terms and Conditions" shall mean the DAS General Terms and Conditions effective May 1, 2016, and found at <https://das.iowa.gov/procurement/terms-and-conditions>.

"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.

"GovOnline" shall mean enfoTech and Consulting, Inc.'s commercial off-the-shelf (COTS) electronic permit application submission and tracking system.

"OCIO" shall mean Office of the Chief Information Officer.

"RFP" shall mean the Request for Proposals that was issued to solicit the Deliverables that are subject to this Contract.

"Software" shall mean the finished electronic permit application submission and tracking software delivered by Contractor to DNR.

"Special Conditions" and "Special Terms" shall mean this document, including but not limited to the Statement of Work, compensation or contract payment terms, and any amendments thereto. If there is a conflict between these Special Conditions and the DAS General Terms and Conditions for Services, the provisions of these Special Conditions shall prevail.

"Special Contract Attachments" shall mean any Attachments or Exhibits attached to and included as part of this Contract.

"SRS" shall mean DNR's Software Requirements Specifications.

"State" shall mean the State of Iowa, the Iowa Department of Natural Resources, and all state agencies, boards, and commissions.

"Task Milestone Date" shall mean a deadline for accomplishing a Task required by this Contract.

"UAT" shall mean user acceptance testing.

Section 5 STATEMENT OF WORK

5.1 Statement of Work. Contractor shall perform the following tasks as detailed in the RFP issued on September 13, 2016, attached as Exhibit A, and Contractor's November 7, 2016, proposal, attached as Exhibit B, submitted in response to the RFP issued on September 13, 2016, and including any requirements contained in the documents listed in section 5.5 below. To the extent of any inconsistency between the RFP and the Proposal listed above, the RFP shall take precedence. Further preferences are listed in section 5.6 below.

5.1 (continued)

Obligation	Task Milestone Date
Task 1: Kick Off Meeting: Contractor shall schedule and attend a Kick Off meeting with DNR. At the Kick Off meeting, Contractor shall present to DNR any changes to the proposed schedule contained in Contractor's proposal dated November 7, 2016.	No later than five days following the date this Contract is signed by both parties.
Task 2: Refined Proposed Statement of Work and Schedule: Contractor shall submit to DNR a Refined Proposed Statement of Work, taking into account any changes in Contractor's proposed schedule agreed upon with DNR during the Kick Off meeting, and any other changes or further details proposed by Contractor from Contractor's proposal dated November 7, 2016. The parties shall proceed according to the provisions contained in Sections 5.1.2 through 5.1.5 below, before Contractor proceeds to Task 3.	No later than November 1, 2018
Task 3: Software Installation and Website: Contractor shall install COTS version of GovOnline in DNR environment and provide a web-based project team website.	No later than November 9, 2018
Task 4: Bimonthly Project Status Review Calls & OCIO Required Project Status Reports	
Task 4a: The Project Managers shall meet bimonthly via GoToMeeting or other communications means agreed to by the parties to discuss progress made by Contractor during the performance of this Contract. The meetings shall comply with the requirements of sections 6.2 and 6.3 of this Contract.	This obligation shall occur throughout the term of this Contract and shall follow the instructions provided and timelines required in Exhibit C or otherwise specified by DNR.
Task 4b: Contractor's Project Manager shall be responsible for drafting for DNR's approval Project Status and Closeout Reports as required by the Iowa OCIO Project Management Policy/Standard, attached as Exhibit C.	
Task 5: Requirements Verification & Configuration Design	
Task 5a: Contractor shall conduct a three-day onsite requirement and verification workshop that includes requirement confirmation and Software gap analysis, Software configuration and data migration analysis, and a review of DNR's current system, SPARS.	No later than November 30, 2018
Task 5b: Contractor shall deliver a Software Requirements Document, incorporating DNR comments.	No later than January 15, 2019
Task 5c: Contractor shall deliver a Software Configuration Document, incorporating DNR comments.	No later than January 31, 2019
Task 5d: Contractor shall deliver a Data Migration Plan, incorporating DNR comments.	No later than February 15, 2019
Task 5e: Contractor shall deliver a Test Plan, incorporating DNR comments.	No later than February 28, 2019
Task 5f: Contractor shall deliver a Software Hosting Plan, incorporating DNR comments.	No later than March 15, 2019
Task 6: Iterative Software Configuration & Improvements	
Task 6a: Contractor shall configure its COTS GovOnline system to DNR's Software Requirements Specifications (SRS) attached as Exhibit D, and shall tailor reports, migrate data, perform internal testing, and establish data flows to downstream systems.	No later than April 15, 2019
Task 6b: Contractor shall conduct Beta Release & Data Migration #1 and coordinate an initial OCIO security scan of the Software.	No later than April 15, 2019
Task 6c: Contractor shall conduct Quality Assurance Release and Data Migration #2.	No later than May 15, 2019

5.1 (continued)

(continued)

Task 6d: Contractor shall conduct User Acceptance Training Release and Data Migration #3.	No later than June 14, 2019
Task 6e: Contractor shall provide a test report after DNR's review of the three iterations conducted under Tasks 6b, 6c, and 6d is complete, incorporating DNR comments and corrections for OCIO security scan critical and high vulnerabilities.	No later than July 15, 2019
Task 7: User Acceptance Testing (UAT), Training, and Documentation	
Task 7a: Contractor shall conduct a two-day onsite workshop with DNR to develop a plan to perform UAT.	No later than July 31, 2019
Task 7b: Contractor shall deliver a training agenda and training guide for UAT, incorporating DNR comments.	No later than July 31, 2019
Task 7c: Contractor shall deliver additional documentation including Administration Guide, Entity Relationship Diagrams & Interface Technical Manual, Software Initialization Guide and Software Patch Guide, incorporating DNR comments.	No later than July 31, 2019
Task 7d: Contractor shall conduct a three-day onsite training workshop for DNR users and a one-day onsite training workshop for administration & IT staff.	No later than August 15, 2019
Task 7e: During the UAT period, Contractor shall support DNR to complete the UAT, manage reported problems on the project team website, deliver Software patches, coordinate a final OCIO security scan, and resolve all major issues prior to Software Go-Live.	No later than October 15, 2019
Task 8: Go-Live	
Task 8a: Contractor shall deliver a Go-Live Plan, incorporating DNR comments.	No later than October 15, 2019
Task 8b: Contractor shall import extraction files after data freeze to the data migration environment, execute data migration scripts, provide a database backup for the migrated data, restore the backup files to the Production Database, and deliver a production-ready Software.	No later than November 15, 2019
Task 8c: Contractor shall provide a two-day onsite refresher class for DNR users, administration & IT staff prior to Go-Live.	No later than November 15, 2019
Task 8d: Contractor shall provide support to DNR during the Software Go-Live period.	Software shall be implemented and go live no later than December 1, 2019.
Task 9: License and Source Code Escrow:	
Task 9a: Contractor shall grant to DNR a perpetual, irrevocable, non-exclusive and non-transferable license for the term of the Contract to use Contractor's Software and related documentation provided to DNR hereunder. All rights in the Software, including all derivatives, upgrades and alteration shall remain the sole property of Contractor.	No later than December 1, 2019
Task 9b: Contractor shall place the source code for updates that are released during the term of this Contract into escrow in accordance with provisions of section 13 of this contract.	
Task 10: Software Warranty, Technical Support, and Maintenance	
Task 10a: Contractor shall provide Software patches and/or upgrades for immediate production issues.	The Software Warranty shall be valid for one year following the date the Software is live and successfully implemented and accepted by DNR. If the Software Warranty period does not begin by December 31, 2020, then the parties shall amend the Contract to allow a one-year Software Warranty period.
Task 10b: Contractor shall provide technical support via email and/or phone.	
Task 10c: Contractor shall provide a Software review process via virtual private network or GoToMeeting for complex issues.	
Task 10d: Contractor shall manage issues reported on the team website.	

5.1.1 Review of Refined Proposed Statement of Work. Following submission of the Refined Proposed Statement of Work required by Task 2, DNR shall review the Refined Proposed Statement of Work and the parties shall communicate in an attempt to reach agreement regarding the contents of the Refined Proposed Statement of Work.

5.1.2 Failure to Reach Agreement Regarding Statement of Work. In the event DNR determines that the parties cannot reach agreement regarding the contents of the Refined Proposed Statement of Work, then DNR shall have the continuing right, in its sole discretion, to terminate this Contract without providing Contractor with any further or additional notice or opportunity to cure, notwithstanding the termination provisions of this Contract.

5.1.3 Incorporation of Refined Proposed Statement of Work. Following acceptance by DNR of the Refined Proposed Statement of Work, the Refined Proposed Statement of Work shall be incorporated into this Contract by reference as set out herein. A copy of the Refined Proposed Statement of Work shall be attached to this Contract.

5.1.4 Implementation of Refined Proposed Statement of Work. Upon acceptance by DNR of the Refined Proposed Statement of Work, the development and implementation of the Refined Proposed Statement of Work shall proceed promptly and in accordance with the terms of this Contract.

5.2 Non-Exclusive Rights. This Contract is not exclusive. DNR reserves the right to select other contractors to provide services similar or identical to the Statement of Work described in this Contract during the term of this Contract.

5.3 Stop Services. In addition to its other remedies described herein, DNR shall have the right at any time during the Contract term to direct that the services of Contractor be fully or partially suspended or stopped, if the Deliverables fail to conform to applicable specifications and requirements in this Contract. DNR shall give Contractor written notice of a stop work directive. DNR shall provide to Contractor the reasons for the stop work directive.

5.4 Industry Standards. Services rendered pursuant to this Contract shall be performed in a professional and workmanlike manner in accordance with the terms of this Contract and the standards of performance considered generally acceptable in the relevant industry for similar tasks and projects. In the absence of a detailed specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard.

5.5 Incorporation of Documents. The following documents, and any amendments thereto existing on the date this Contract is signed by DNR, are incorporated into this Contract by this reference:

- (1) these Special Conditions, any Attachments or Exhibits attached to and included as part of these Special Conditions, and including the Refined Proposed Statement of Work created pursuant to Task 2;
- (2) the DAS General Terms and Conditions for Services effective May 1, 2016;
- (3) the Request for Proposals issued on September 13, 2016, and associated documents including clarifications, and including and written responses to bidders' questions (collectively referred to as the RFP) (Exhibit A);
- (4) DNR's Software Requirements Specifications (SRS) (Exhibit D);
- (5) the Proposal dated November 7, 2016 (Exhibit B); and
- (6) the OCIO Project Management Policy/Standard, (Exhibit C).

5.6 Preference. To the extent of any inconsistency between the documents listed above, they shall be interpreted in descending priority, according to the order listed above in section 5.5. Any amendments to these

Special Conditions that occur after the beginning date of this Contract shall be regarded as and shall take precedence as a part of section 5.5(1) above.

Section 6 MONITORING AND REVIEW

6.1 Task Milestone Dates. Contractor shall complete its obligations under this Contract by the Task Milestone Dates set out in Section 5.1.

Failure by Contractor to complete the above-designated portions of its obligations by the Task Milestone Dates set out herein shall constitute material breach of this Contract by Contractor and shall be grounds for DNR to immediately terminate this Contract for cause. If the Contractor needs additional time to accommodate project requirements the Contractor may present a new schedule to DNR project manager for review, and the parties shall attempt to reach agreement regarding a revised schedule.

6.2 Review Meetings. Commencing with beginning performance of this Contract, the Project Managers shall meet bimonthly to discuss progress made by Contractor during the performance of this Contract. The meetings shall occur, by telephone conference call, at the following times: every other Monday at 12:30 pm – 1:30 pm Central Standard Time. Meetings may be postponed only on a case-by-case basis by mutual written agreement of the parties.

6.3 Status Reports. Prior to each review meeting, Contractor Project Manager shall provide a status report listing:

- (1) Accomplishments during the previous period,
- (2) Activities planned for the upcoming period,
- (3) Tasks completed or Deliverables produced during the previous period,
- (4) An updated schedule of upcoming Deliverables, and
- (5) Any problems or concerns encountered since the last meeting.

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

6.4 DNR right to review and observe. DNR shall have the right to review and observe, at any time, completed work or work in progress. Contractor shall allow the State of Iowa or DNR, without cost, to inspect its facilities and books and records relating to invoicing for the purpose of monitoring and evaluating performance of this Contract.

Section 7 COMPENSATION

7.1 Source of Funding. The source of funding for this Contract is the Technology Reinvestment Fund (SF 2414, 87th Iowa General Assembly).

7.2 Not-to-exceed total amount of Contract. Payment for the work performed by Contractor according to the terms of this Contract shall not exceed \$727,988. Payment shall be for satisfactory completion of the Statement of Work outlined in this Contract, provided that Contractor has complied with the terms of this Contract.

7.3 Budget. The budget for this Contract shall be as follows:

Task	Amount of compensation allotted to Task	Invoice Due No Later Than
Task 1: Kick Off Meeting	No amount is allotted for this Task.	
Task 2: Refined Proposed Statement of Work and Schedule	\$11,280	December 3, 2018
Task 3: Software Installation and Website	\$62,170	December 3, 2018

7.3 (continued)

Task	Amount of compensation allotted to Task	Invoice Due No Later Than
Task 4a-b: Bimonthly Status Review Calls & OCIO Required Project Status Reports	\$8,960	May 31, 2019
	\$8,960	November 15, 2019
	\$8,960	November 15, 2020
Tasks 5a-5f: Requirements Verification & Configuration Design	\$75,338	April 15, 2019
Tasks 6a-6e: Iterative Software Configuration & Improvements		
Task 6a as defined in section 5.1 above	\$166,097	May 15, 2019
Task 6b as defined in section 5.1 above	\$10,598	May 15, 2019
Task 6c as defined in section 5.1 above	\$56,478	June 14, 2019
Task 6d as defined in section 5.1 above	\$53,374	July 15, 2019
Task 6e as defined in section 5.1 above	\$8,182	August 15, 2019
Tasks 7a-7e: UAT, Training, and Documentation	\$74,464	November 15, 2019
Tasks 8a-8d: Go-Live	\$82,340	January 2, 2020
Task 9: License and Source Code Escrow	\$ 787	January 2, 2020
Tasks 10a-d: Software Warranty, Technical Support, and Maintenance	\$100,000	January 4, 2021
Total	Not to exceed \$727,988	

7.4 Submission of Invoices. Invoices shall be submitted to DNR according to the schedule contained in 7.3 above. Invoices shall contain the DNR Contract Number found on the first page of these DNR Standard Contract Conditions. Each invoice shall itemize the work performed pursuant to the Contract, and shall specify the amount of payment requested for each Task during the period covered by the invoice. Each invoice shall comply with all applicable rules concerning payment of such claims and shall contain appropriate documentation necessary to support the fees or charges included in the invoice. DNR shall have the right to dispute any invoice item submitted for payment and to withhold payment of any disputed amount if DNR reasonably believes the invoice is inaccurate or incorrect in any way. Original invoices, which shall include the DNR contract number in a prominent place, shall be submitted to:

Iowa Department of Natural Resources
Attention: Marnie Stein
502 East 9th Street
Des Moines, IA 50319

7.5 Payment of Invoices. Following Acceptance of Deliverables, as defined in section 4 above, DNR shall pay approved invoices in arrears and in conformance with Iowa Code section 8A.514. Unless otherwise agreed to in writing by the parties, Contractor shall not be entitled to receive any other payment or compensation from the State for any services provided by or on behalf of Contractor under this Contract. Payment will be issued to:

enfoTech & Consulting, Inc.
Attention: Tony C. Jeng
1368 How Lane
North Brunswick, NJ 08902

7.6 No advance payment. No advance payments shall be made for any Deliverables provided by Contractor pursuant to this Contract.

7.7 Delay of Payment Due to Contractor's Failure. If DNR determines that Contractor has failed to perform or deliver any Deliverable required by this Contract, then Contractor shall not be entitled to any compensation or any further compensation if compensation has already occurred, under this Contract until such Deliverable is performed or delivered. DNR shall withhold that portion of the invoice amount that represents payment for the Deliverable that was not completed, delivered and successfully deployed.

7.8 Withholding Payments. In addition to pursuing any other remedy provided herein or by law, DNR may withhold compensation or payments to Contractor, in whole or in part, without penalty to DNR or work stoppage by Contractor, in the event DNR determines that (1) Contractor has failed to perform any of its duties or obligations as set forth in this Contract; or (2) any Deliverable has failed to meet or conform to any applicable contract specification. No interest shall accrue or be paid to Contractor on any compensation or other amounts withheld or retained by the DNR under this Contract.

7.9 Erroneous Payments and Credits. Contractor shall promptly re-pay or refund to DNR the full amount of any overpayment or erroneous payment within ten business days after either discovery by Contractor or notification by DNR of the overpayment or erroneous payment.

7.10 Set-off Against Sums Owed by Contractor. In the event that Contractor owes DNR or the State any sum (including any State taxes in arrears) under the terms of this Contract, any other contract, pursuant to a judgment, or pursuant to any law, DNR may set off such sum against any sum invoiced to DNR by Contractor. This may be done in DNR's sole discretion unless otherwise required by law.

7.11 Reimbursable Expenses. There shall be no reimbursable expenses associated with this Contract separate from the compensation referred to in this section, unless agreed to by both parties in an amendment to this Contract. Unless otherwise specifically provided for in this Contract, Contractor shall be solely responsible for all its costs and expenses, including travel, mileage, meals, lodging, equipment, supplies, personnel, training, salaries, benefits, insurance, conferences, long distance telephone, and all other costs and expenses of Contractor.

7.12 Final Payment. Before final payment or a termination settlement under this Contract, Contractor shall execute and deliver to DNR a release of all claims against DNR arising under, or by virtue of, this Contract except claims that are specifically exempted by Contractor. Unless otherwise provided in this Contract, by State law or otherwise expressly agreed to by the parties to the Contract, final payment under a settlement upon termination of this Contract shall not constitute a waiver of DNR's claims against Contractor, or Contractor's sureties under this Contract or applicable performance and payment bonds.

Section 8 INSURANCE

Contractor shall obtain insurance as identified in the DAS General Terms and Conditions; and as follows:

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

Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the DNR. The certificates shall be subject to approval by the DNR. The insurer shall state in the certificate that no cancellation of the insurance may be made without at least thirty (30) days prior written notice to the DNR. Approval of the insurance certificates by the DNR shall not relieve Contractor of any obligation under this Contract.

Section 9 FEDERAL FUNDING CONDITIONS

Contractor shall comply with all applicable federal requirements, including but not limited to 2 CFR Chapter I, Chapter II, Part 200, et al. (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule).

Section 10 USE OF THIRD PARTIES AND SUBCONTRACTORS

Contractor may not contract with third parties for the performance of any of Contractor's obligations under this Contract.

Section 11 GENERAL TERMS AND CONDITIONS

DAS General Terms and Conditions. Except as otherwise stated in these DNR Standard Contract Conditions, the General Terms and Conditions for this Contract shall be the DAS General Terms and Conditions for Services, which may be found at <https://das.iowa.gov/procurement/terms-and-conditions>.

In addition to any other exceptions to or supersession of the DAS General Terms and Conditions contained in these DNR Standard Contract Conditions, section 1.10.5 (Change Order) of the DAS General Terms and Conditions is excluded from this Contract.:

Section 12 CONFLICT BETWEEN DNR STANDARD CONTRACT CONDITIONS AND GENERAL CONDITIONS

If there is a conflict between these DNR Standard Contract Conditions and the DAS General Terms and Conditions, these DNR Standard Contract Conditions shall prevail.

Section 13 SOURCE CODE ESCROW

13.1 Contractor represents and warrants that the currently existing source code for the Software licensed to the State under the Contract, as well as the documentation for such Software, and developer comments to the source code for the Software (the "Deposit Materials") will be deposited in an escrow account maintained at Escrow Agent TBD within 90 days of the execution of the Contract.

13.2 Future Deposit Materials for major version releases of the Software, if applicable, shall be deposited in the escrow account annually. Contractor shall promptly pay to the Escrow Agent all escrow fees that become due under the Escrow Agreement to maintain the Software in escrow.

13.3 Contractor agrees that, upon execution of this Contract, the State shall be added to the Escrow Agreement as a beneficiary. The Escrow Agent shall notify the State that it has been added as a subscriber within a commercially reasonable time. Thereafter, upon the request of the State, to be made no more frequently than annually, Contractor shall provide the State with written verification that the Software has been deposited with the Escrow Agent.

13.4 The Escrow Agent shall make and release a copy of the applicable Deposit Materials to the State upon the occurrence of any of the following events ("Release Events"):

- (1) Contractor has made an assignment for the benefit of creditors;
- (2) Contractor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
- (3) A receiver or similar officer has been appointed to take charge of all or part of Contractor's assets;
- (4) Contractor terminates its maintenance and operations support services for the State for the Software or has ceased supporting and maintaining the Software for the State whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;

- (5) Contractor defaults under the Contract; or
- (6) Contractor ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

13.5 In the event that Deposit Materials are released from escrow to the State, Contractor hereby grants the State the right to use, copy, modify, display, host (including on any State-owned infrastructure or infrastructure of or belonging to any Contractors or agents of the State) distribute, and prepare derivative works of the Deposit Materials, and to authorize others to do the same on behalf of the State (Contractors, agents, etc.), solely for the purpose of completing the performance of Contractor's obligations under the Contract, including, but not limited to, providing maintenance and support for the Software and subject to the rights granted in this Contract.

Section 14 INFORMATION TECHNOLOGY SECURITY

Contractor and all Contractor personnel shall comply with Iowa information technology security statutes, rules and policies. By signing this Contract, Contractor acknowledges that Contractor has read and understands the provisions of the information technology security policies adopted by the Iowa Department of Administrative Services (DAS), the Office of the Chief Information Officer (OCIO), and DNR in effect on the date of signing. Contractor further agrees to read and abide by any revised DAS and DNR policies, posted on the respective agency websites that come into effect during the term of this Contract.

Section 15 PAYMENT CARD INDUSTRY STANDARDS

Contractor shall comply with Payment Card Industry (PCI) Data Security Standard Version 1.1, developed by the PCI Security Standards Council and as may be supplemented, revised and amended from time to time.

Section 16 KEY CONTRACTOR PERSONNEL

Contractor shall employ personnel as designated in its Proposal to complete the work required by this Contract. Where specific individuals are named, Contractor shall employ those individuals in the capacity specified for at least the term of this Contract. Contractor shall not remove, reassign or substitute the individuals identified as Personnel in this Contract, except in the event of death, illness, retirement, disability, termination from employment, or in the event of DNR's written consent. If the removal, reassignment or substitution of personnel becomes necessary, then Contractor shall replace the individuals with a person having equal or greater ability, experience and qualifications. Contractor shall notify DNR in writing within five (5) business days of any personnel change and shall include with the written notification a copy of the replacement individual's resume. DNR shall have the opportunity to object to a proposed replacement individual on the basis of that person's qualifications.

Section 17 DNR REVIEW RESPONSIBILITIES

DNR will use its best efforts to review deliverables and provide Contractor with consolidated written comments on all the draft deliverables within a reasonable time period.

Section 18 CONTRACTOR COOPERATION AND TRANSITION SERVICES

If requested to do so by DNR, Contractor shall cooperate with DNR and facilitate any transition for the provision of software-related services by a different vendor or by the State for a minimum of one hundred eighty (180) days before the expiration, termination, or cancellation of this Contract. Failure to cooperate with or withholding any information or records requested by DNR that impairs the transition of the provision of related services to a different vendor shall constitute a material breach of this Contract.

Also, Contractor agrees that in connection with any termination or expiration of this Contract, Contractor shall continue to perform such services under this Contract as DNR may request for a transition period up to 365 days from the effective date of termination or expiration of this Contract and on the same terms and conditions as specified in this Contract.

As part of DNR's request, DNR will inform Contractor of the number of days during which Contractor shall continue to perform transition and other related services under this Section. During the transition period, Contractor shall take all actions necessary or requested by DNR to accomplish a complete and timely transition, including but not limited to a full migration of all DNR data from Contractor to DNR and to any authorized Contractor hired or utilized by DNR to provide any replacement or similar services related to the Software. Contractor shall use its best efforts to cooperate with DNR and any New Contractor, and to fully comply with all requests of DNR to effect a smooth and timely transition and to ensure there is no interruption of any services, information or transactions provided or conducted through the Software. Contractor shall perform all transition services in good faith and in a professional and businesslike manner, and shall comply with all requests of DNR and any new Contractor to assist in the effort to accomplish a successful, seamless and unhindered transition of the Software, , and transfer of Contractor's responsibilities under this Contract. Contractor shall perform all transition services on an expedited basis, as determined by DNR. At DNR's request, Contractor shall, subject to the terms of any third-party contracts, procure for DNR any third-party authorizations or licenses necessary to grant DNR and any New Contractor the use and benefit of any contracts between Contractor and third parties and any Third Party Intellectual Property.

During the transition period, DNR agrees to pay to Contractor any fees to which Contractor would be entitled under this Contract for services performed during such period; provided this Contract was not terminated pursuant to DAS General Terms and Conditions Section 1.6.1 (Immediate Termination by the State), Section 1.6.2 (Termination for Cause by the Agency) or Section 1.6. 4 (Termination Due to Lack of Funds or Change in Law), and Contractor continues to be in full compliance with all terms, conditions, provisions and requirements of this Contract. In the event DNR's request for transition assistance does not require Contractor to continue providing all of the services under this Contract or a particular Statement of Work, the parties shall negotiate in good faith an equitable adjustment in the fees which are otherwise payable to Contractor for such services.

Section 19 DATA OWNERSHIP AND LOCATION

19.1 Data Ownership. All data obtained by Contractor in the performance of or during the Term of this Contract shall be and remain the sole and exclusive property of DNR, including without limitation all data in any way provided, submitted, modified, processed, abstracted, adapted, compiled, reproduced, utilized or altered by or on behalf of DNR.

19.2 Data Location. Contractor shall provide service pursuant to this Contract to DNR solely from data centers located in the continental United States of America. Storage of DNR data at rest and all backups shall be located solely in data centers located in the continental United States of America. Contractor shall not allow its personnel or subcontractors to store DNR data or any data on any portable devices, including personal computers, tablets, or cell phones, except for devices that are used and permanently stored at all times only at its continental United States of America data centers. Contractor shall permit its personnel and subcontractors to access DNR data remotely only as required to provide technical support.

Section 20 INTELLECTUAL PROPERTY RIGHTS

Contractor shall maintain intellectual property rights to the GovOnline system and its derived products, including the title, design, source codes, documentation, and database schema.