


Iowa Department of Administrative Services Contracts Declaration & Execution Page

Title of Contract: Virtual Reality Training System Provider		Bid Proposal Number RFP0722005006	Contract Number 22356
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 Administrative Services – Central Services Enterprise			
Vendor's Name: VRSim, Inc.			
Contract to Begin: 7/1/2022	Date of Expiration: 6/30/2024	Annual Extensions: 8	
The parties agree to comply with the terms and conditions and attachments which are by this reference made a part of the Agreement:			
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IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto

Vendor: VRSim, Inc.

By (Authorized Signature) 	Date Signed 6/29/2022
Printed Name and Title of Person Signing Matthew Wallace	

Address
111 Roberts Street, Suite L
East Hartford, CT 06108

State of Iowa: Department of Administrative Services – Central Services Enterprise

By (Authorized Signature) 	Date Signed 6/29/2022
Printed Name and Title of Person Signing	

Karl Wendt, Procurement Manager
Address
1305 East Walnut, Level 3
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.

“Agency” means the Department of Administrative Services and any other agency that purchases from the Contract.

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

“Contract” means the collective documentation memorializing the terms of the agreement between the Agency and the Vendor 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.

“Customer Data” means all information, data, materials, or documents (including Confidential Information of or belonging to any applicable Governmental Entity) originating with, disclosed by, provided by, made accessible by, or otherwise obtained by or from a Governmental Entity making purchases pursuant to any General Terms, including Authorized Vendors of the foregoing, or otherwise related to an General Terms in any way whatsoever, regardless of form, including all information, data, materials, or documents accessed, used, or developed by Vendor, Vendor Contractors, or Vendor Personnel in connection with any Deliverables provided pursuant to any General Terms. The foregoing is subject to the License agreement and terms of sale.

“DAS Preferred Price” is defined as a reduced purchase price of VRNA (as described in Section 2 – Pricing) available to Participating Schools in Iowa. The DAS Preferred Price structure assumes a class size of ten (10) students per school with additional student users to be accommodated by purchasing additional hardware units (as described in Section 2 - Pricing).

“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 hardware, software licenses, services, training, training materials, documentation, and quick-start guides included in VRNA and delivered to the Agency, to Initial and Participating Schools under this Contract.

“Documentation” means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, code, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation, and materials discovered, created, or developed by Vendor, Vendor Contractors, or Vendor Personnel hereunder or otherwise related to or used in conjunction with any Deliverables, in any medium, including hard copy, electronic, digital, and magnetically, or optically encoded media.

“Hardware” means a Head Mounted Display (hereinafter “HMD”) with two hand-held controllers as part of VRNA, to be prequalified by the Vendor. Each HMD is preloaded with the simulation software and managed by utilizing a mobile device management (hereinafter “MDM”) system, giving the Vendor the capability to release software updates and deliver them to each HMD instantly through a remote server. The hardware will remain with the purchaser at the termination of the contract.

“Initial Schools” as defined in the Bid Proposal, Initial Schools are the educational institutions in Iowa selected by the Iowa Department of Education and Iowa Workforce Development to receive the initial deployment of VRNA as part of a Health Careers Registered Apprenticeship.

“Mandatory Specification” is defined as necessary proposal requirements to be provided by the Vendor to the Agency as stated in the RFP.

“Participating Schools” is defined as educational institutions in Iowa, other than Initial Schools, who participate in and/or establish a Health Careers Registered Apprenticeship recognized by the Iowa Department of Education and Iowa Workforce Development during the first two years or any subsequent renewal of the Contract. Participating Schools are eligible for DAS Preferred Price.

“Performance Portal™ License” means a separately licensed web-based platform that runs concurrently with the Software License defined in this contract.

“Practical Laboratory Training” describes the portion of Nurse Aide Training during which students participate in “hands-on” practice of patient care skills, as defined by Iowa Code 441.81.16-249A “Nurse aide requirements and training and testing programs.” (Hereinafter “Lab or Lab Instruction”) Lab instruction is taught by an instructor who is a Registered Nurse (“RN”) or a Licensed Practical Nurse (“LPN”), as required by Iowa Code. Lab “hands-on” activities are completed by the students under the supervision of an RN or an LPN, as required by Iowa Code. VRNA does not provide the instructor(s) and/or supervisor(s) for this training.

“RFP” means the Request for Proposals or Request for Bids (and any Addenda thereto) that was issued to solicit the Deliverables that are subject to the Contract.

“Software License” or “License” means an extendable two-year, ten or more use license or expansion thereof that contains VRNA software and interfaces with performance portal license. The license extends throughout the duration of this contract and any extensions thereof. The agency's licenses and any participating and initial schools and all other Agencies shall terminate upon conclusion of this agreement or extensions thereof.

“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.

“Vendor” means VRSim, Inc.

“VRNA” is defined in this document as the virtual reality system which includes hardware (see Attachment #2), licensed simulation software (see Attachment #2), Performance Portal™ (see Attachment #2), and documentation (hereinafter “VRNA”).

“VRNA Curriculum” describes the Lab content included in VRNA (see Attachment #2).

1.2 Availability of Contract to Other Entities

All other agencies of the State of Iowa as designated by the Agency and all political subdivisions of the State of Iowa may make purchases pursuant to the Contract as permitted by the RFP.

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 Vendor written notice of the extension prior to the expiration of the initial term or renewal term.

1.4 Scope of Work

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

1.5 Compensation

1.5.1 Pricing

The Vendor shall be compensated in accordance with the payment terms outlined in Section 2 “Pricing”.

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

1.5.2 Performance Security

Agency shall retain ten percent (10%) of each payment due under the Contract. Agency shall pay the retained amount only after all Deliverables have been completed by Vendor and accepted by the Agency.

1.5.3 Reimbursement Expenses

The State has established rules for limitations on reimbursement expenses. Any Vendor travel and out-of-pocket expenses (hotel, airfare, meals, etc.) must be approved in advance and shall be reimbursed upon presentation of an invoice, with receipts, up to the amounts authorized in DAS, Pre-Audit Procedure Number 210.245. Please reference Department of Administrative Services - State Accounting Enterprise Procedure 210-245 (accessible on the internet) for limits on travel expenses.

https://das.iowa.gov/sites/default/files/acct_sae/sae_manual/210/210-245.pdf

1.5.4 Withholding Payments

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

1.5.4.1 Vendor has failed to perform any of its duties or obligations as set forth in this Contract;
or

1.5.4.2 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 Vendor on any compensation or other amounts withheld or retained by the Agency under this Contract.

1.5.5 Setoff Against Sums Owed by the Vendor

In the event that Vendor 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:

1.5.5.1 Any sum invoiced by, or owed to, Vendor under this Contract, or

1.5.5.2 Any sum or amount owed by the State to Vendor, unless otherwise required by law.

The Vendor 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 Vendor 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 shall 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 Vendor, 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 Vendor fails to comply with confidentiality laws or provisions;
- 1.6.1.4** The Vendor 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 Vendor 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 Vendor, 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** Vendor 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** Vendor or any of Vendor'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** Vendor or any parent or affiliate of Vendor owning a controlling interest in Vendor dissolves;
- 1.6.2.4** Vendor terminates or suspends its business;
- 1.6.2.5** Vendor's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited, or any license or certification held by Vendor related to Vendor's performance under this Contract is suspended, terminated, revoked, or forfeited;
- 1.6.2.6** Vendor 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 Vendor 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** Vendor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or Vendor misappropriates or allegedly misappropriates a trade secret;
- 1.6.2.9** Vendor 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 Vendor or any corporation, shareholder or entity having or owning a controlling interest in Vendor:
 - 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 Vendor'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 Vendor 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 Vendor 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 Vendor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment shall be made only upon submission of invoices and proper proof of Vendor'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 Vendor'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 Vendor'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 Vendor 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, goods, or for expenditures, investments or commitments made in connection with this Contract;
- 1.6.5.5 Any taxes Vendor 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 Vendor's Termination Duties

Upon receipt of notice of termination or upon request of the Agency, Vendor 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 Vendor.
- 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 Vendor.
- 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 Vendor 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 Vendor

Vendor 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 Vendor's written notice of breach.

1.7 Confidential Information

1.7.1 Access to Confidential Information

The Vendor'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 Vendor shall presume that all information received pursuant to this Contract is confidential unless otherwise designated by the Agency. The Vendor 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 Vendor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Vendor in connection with the performance of the Contract. The Vendor 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 Vendor 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 Vendor or created by the Vendor in the course of the performance of this Contract shall be considered the property of the Agency. The Vendor 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 Vendor 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 Vendor for records containing confidential information, the Vendor 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 Vendor shall immediately report to the Agency any unauthorized disclosure of confidential information.

1.7.5

If Vendor 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, Vendor 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 Vendor 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 Vendor failed to properly request confidential treatment under the RFP, or if Vendor rescinds its request for confidential treatment.

1.7.6 Vendor's Treatment of Confidential Information

1.7.6.1 Limited Access. Customer Data shall at all times remain the property of the applicable Governmental Entity, and the applicable Governmental Entity shall retain exclusive rights thereto and ownership thereof. Vendor, Vendor Contractors, and Vendor Personnel may have access to Customer Data solely to the extent necessary to carry out their duties under any General Terms. Vendor, Vendor Contractors, or Vendor Personnel shall presume all Customer Data is considered confidential, hold all Customer Data in the strictest confidence, and use and permit use of Customer Data solely for the purposes of providing Deliverables under any General Terms, subject to any restrictions set forth herein or in any state and federal laws, rules, regulations, standards, and orders applicable either during the Term or thereafter. Vendor, Vendor Contractors, and Vendor Personnel shall not gather, store, log, archive, use, or otherwise retain Customer Data in any manner other than as expressly authorized by any General Terms, and shall not disclose, distribute, sell, commercially or politically exploit, share, rent, assign, lease, or otherwise transfer or disseminate Customer Data to any Third Party, except as expressly permitted hereunder or as Vendor may be

expressly directed in advance in writing by the applicable Governmental Entity. Vendor, Vendor Contractors, and Vendor Personnel shall not remove from any Governmental Entity's facilities or retain a copy of any Customer Data unless such removal or retention is necessary to provide or perform Deliverables, to fulfill their obligations under any General Terms, or is otherwise approved in writing by the applicable Governmental Entity. Vendor shall immediately report the unauthorized disclosure of Customer Data to the applicable Governmental Entity.

1.7.6.2 *Destruction or Return of Customer Data.* On the applicable Governmental Entity's written request or upon expiration or termination of any General Terms for any reason, Vendor shall promptly:

1.7.6.2.1 After providing notice to the applicable Governmental Entity and subject to its prior written approval, return or destroy, at the applicable Governmental Entity's option, all Customer Data; and

1.7.6.2.2 Provide a notarized written statement to the applicable Governmental Entity certifying all Customer Data has been returned or destroyed to the Governmental Entity, whichever is applicable.

To the extent Vendor is required to destroy Customer Data pursuant to this Section, Customer Data shall be permanently deleted and shall not be recoverable, in accordance with National Institute of Standards and Technology ("NIST")-approved methods.

1.7.6.3 *Compelled Disclosures.* To the extent required by applicable law or by lawful order or requirement of a court or governmental authority of competent jurisdiction over Vendor, Vendor may disclose Customer Data to a Third Party in accordance with such law, order, or requirement, subject to the following conditions:

1.7.6.3.1 As soon as becoming aware of such law, order, or requirement, and no-less-than five (5) business days prior to disclosing Customer Data pursuant thereto, Vendor shall notify the applicable Governmental Entity in writing, specifying the nature of and circumstances surrounding the contemplated disclosure, and forward any applicable process, including a subpoena, to the appropriate Governmental Entity for its review.

1.7.6.3.2 Vendor shall consult with the applicable Governmental Entity on the advisability of taking legally-available steps to resist or narrow any required response or disclosure.

1.7.6.3.3 Vendor shall use best efforts not to release Customer Data pending the outcome of any measures taken by the applicable Governmental Entity to contest, oppose, or otherwise seek to limit such disclosure by Vendor or any Third Party ultimately obtaining such Customer Data. Vendor shall cooperate with and provide assistance to the applicable Governmental Entity regarding such measures.

1.7.6.3.4 Solely the extent Vendor is required to disclose Customer Data to a Third Party, Vendor shall furnish only such portion of Customer Data as it is

required to disclose and shall exercise best efforts to obtain an order or other reliable assurances that Customer Data shall be held in confidence by any Third Party to which it is disclosed.

1.7.6.3.5 Notwithstanding any such compelled disclosure by Vendor, such compelled disclosure shall not otherwise affect Vendor's obligations hereunder with respect to Customer Data so disclosed.

1.7.7 Treatment of Vendor's Confidential Information

1.7.7.1 *Safeguarding Obligation.* Except as otherwise provided or contemplated herein, and subject to applicable state, federal, and/or international laws, rules, regulations, or orders (including Iowa Code Chapter 22 and any corresponding implementing rules, regulations, or orders), Governmental Entities shall not intentionally disclose Vendor's Confidential Information to a Third Party (excluding other Governmental Entities and Authorized Vendors) without the prior written consent of Vendor.

1.7.7.2 *Destruction or Return of Vendor's Confidential Information.* On termination or expiration of any General Terms, the applicable Governmental Entity shall, except to the extent otherwise required by applicable laws, rules, procedures, or record retention schedules/requirements, return or destroy, at Vendor's option, all of Vendor's Confidential Information (excluding items subject to any continuing licenses inuring to the benefit of the applicable Governmental Entity hereunder or that are required for use of any Deliverables).

1.7.7.3 *Compelled Disclosures.* Notwithstanding and in addition to the foregoing, Governmental Entities may disclose Vendor's Confidential Information:

1.7.7.3.1 Pursuant to any legal, judicial, regulatory, or administrative proceedings, subpoena, summons, deposition, interrogatory, requests for documents, order, ruling, civil investigative demand, or other legal, administrative or regulatory processes;

1.7.7.3.2 Pursuant to any applicable laws, rules, or regulations;

1.7.7.3.3 If the applicable Governmental Entity reasonably determines such information is not a confidential record pursuant to Iowa Code Section 22.7 or other applicable laws, rules, and regulations; or

1.7.7.3.4 If the applicable Governmental Entity, in the Governmental Entity's sole discretion, determines Vendor has not provided or is unwilling to provide facts sufficient to enable the Governmental Entity to decide as to whether such information constitutes a confidential record under Iowa Code Section 22.7 or other applicable laws, rule, and regulations.

Prior to disclosing any of Vendor's Confidential Information as permitted above, a Governmental Entity shall provide reasonable notice to Vendor of the circumstances giving rise to such disclosure. In addition, Vendor agrees to indemnify and hold harmless any Governmental Entity and its officers, directors, employees, officials, and agents from and against any and all claims, demands, liabilities, suits, actions, damages, losses, taxes, penalties, costs and expenses of every kind and nature

whatsoever (including the reasonable value of time of the Attorney General's Office and the costs, expenses, and attorney fees of other counsel retained by or on behalf of the Governmental Entity) arising out of, resulting from, or in any way related to any judgments or damages awarded against any Governmental Entity in favor of the party requesting any of Vendor's Confidential Information.

1.7.8 Open Records and Electronic Discovery Requests and Records Retention

Vendor shall, upon the applicable Governmental Entity's request and within any time period specified by the applicable Governmental Entity, take all actions requested by the Governmental Entity to assist it in complying timely with any request for Customer Data or other data or information that may be made by any Third Party in accordance with applicable public or open records laws (including Iowa Code Chapter 22) or in connection with any subpoena, court order, discovery request, regulatory or criminal investigation or proceeding, or any other matter that may require the Governmental Entity to produce or provide Customer Data or other data or information to a Third Party. Vendor shall produce and provide all Customer Data or other data or information within the time period set forth in the Governmental Entity's request. Vendor shall take all steps necessary to ensure Customer Data is stored and maintained in its original state so as to not create any spoliation, evidentiary, or electronic discovery issues. In addition, Vendor shall, upon the applicable Governmental Entity's request, take all actions requested by the Governmental Entity to assist it in complying with any federal, state, or local record retention requirements, policies, procedures, or other requirements.

1.7.9 Ancillary Agreements and Non-Disclosure Agreements

Vendor or Vendor Contractors shall execute any agreements to address any compliance, legal, confidentiality, or privacy concerns that may be unique to an applicable Governmental Entity making purchases hereunder, such as a Business Associate Agreement ("**BAA**") or Criminal Justice Information System ("**CJIS**") Security Addendum, or any other non-disclosure or confidentiality agreements in connection with any General Terms deemed necessary by the applicable Governmental Entity ("**Ancillary Agreement(s)**").

1.7.10 Non-Exclusive Equitable Remedy

Each Party acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may allow a Party or Third Parties to unfairly compete with the other Party resulting in irreparable harm to such Party, and therefore, that upon any such breach or any threat thereof, each Party, including any Governmental Entity, shall be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section shall constitute a material breach of this Agreement and be grounds for immediate termination of any General Terms in the exclusive discretion of the non-breaching Party.

1.7.11 Survives Termination

Vendor's duties as set forth in this Section shall survive termination of this Agreement and shall apply to all acts or omissions taken or made in connection with Vendor's, Vendor Contractor's, or Vendor Personnel's performance of this Agreement regardless of the date any potential claim is made or discovered by a Governmental Entity.

1.8 Indemnification

1.8.1 By the Vendor

The Vendor 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 Vendor or any agent or subcontractor utilized or employed by the Vendor;
- 1.8.1.3** The Vendor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Vendor;
- 1.8.1.4** Any failure by the Vendor 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 Vendor 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

Vendor'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 Vendor, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the Vendor's expense, insurance covering its work during the entire term of this Contract and any extensions or renewals thereof. The Vendor's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the Vendor'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 Vendor 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 Vendor shall cause to be issued insurance coverages insuring the Vendor and/or subcontractors against all general liabilities,

product liability, personal injury, property damage, and (where applicable) professional liability. In addition, the Vendor 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 Products – Comp/Op Aggregate Personal injury Each Occurrence	\$2 million \$1 Million \$1 Million \$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, umbrella form	Each Occurrence Aggregate	\$1 Million \$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence Aggregate	\$1 Million \$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	As required by Iowa law
Cyber Security	Each Occurrence Aggregate	\$5 Million \$5 Million

1.9.2.1 Cyber Security Insurance

1.9.2.1.1 Vendor must maintain liability insurance for any cyber security incident such as a data breach or other cyber security issue that may occur in performance of this contract.

1.9.2.1.2 Must be in place at the time the Performance Portal and any other online system are available for use by the State of Iowa.

1.9.3 Certificates of Coverage

Vendor 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 Department of Administrative Services (DAS). The certificates shall be subject to approval by DAS. The insurer shall state in the certificate that no cancellation of the insurance shall be made without at least thirty (30) days' prior written notice to DAS. Acceptance of the insurance certificates by DAS shall not act to relieve Vendor of any obligation under this Contract. It shall be the responsibility of Vendor to keep the respective insurance policies and coverages current and in force during the life of this Contract. Vendor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Vendor shall have no claim or other recourse against the State or the Department for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Vendor. Notwithstanding any other provision of this Contract, Vendor shall be fully responsible and liable for meeting and fulfilling all of its obligations under this section of the Contract. Vendor shall submit certificates of insurance, which indicate coverage and notice provisions as required by this Contract, to DAS upon execution of this Contract.

1.9.4 Waiver of Subrogation Rights

The Vendor 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 Quarterly Report

The Vendor shall provide an electronic detailed quarterly report on all sales made to Participating Schools and all other Agencies under this agreement within the State of Iowa via E-Mail to the Iowa Department of Administrative Services, Central Services Enterprise, Attn: Issuing Officer: Laura Shannon, laura.shannon@iowa.gov. The report file format shall be Microsoft Excel compatible format. The report at a minimum shall include the date of sale, customer name and address, full product description, SKU Numbers, quantity, invoice number, unit and extended invoice prices. Respondent proposals must include a sample report and a description of the reporting that shall be provided. The State reserves the right to request more detailed information (ad-hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or for a range of products, departments or time frames.

1.10.3 Review Meetings

During the review meetings the Project Managers shall discuss progress made by the Vendor 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.

1.10.4 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 shall facilitate problem resolution. For as long as a problem remains unresolved, written reports shall identify:

1.10.4.1 Any event not within the control of the Vendor or the Agency that accounts for the problem;

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

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

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

1.10.5 Problem Reporting Omissions

The Agency's acceptance of a problem report shall not relieve the Vendor 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.

1.10.6 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:

1.10.6.1 Written Request: The Agency shall specify in writing the desired modifications to the same degree of specificity as in the original Scope of Work.

1.10.6.2 The Vendor's Response: The Vendor 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.

1.10.6.3 Acceptance of the Vendor Estimate: If the Agency accepts the cost proposal presented by the Vendor, the Vendor shall provide the modified Deliverable subject to the cost proposal included in the Vendor response. The Vendor's provision of the modified deliverables shall be governed by the terms and conditions of this Contract.

1.10.6.4 Adjustment to Compensation: The parties acknowledge that a change order for this Contract may or may not entitle the Vendor to an equitable adjustment in the Vendor's compensation or the performance deadlines under this Contract.

1.11 Legislative Changes

The Vendor 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 Vendor 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 Vendor 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

Vendor represents and warrants that the State and the Agency shall acquire good and clear title to all Hardware, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of Vendor or of any third party, including any employee, agent, contractor, subcontractor, subsidiary or affiliate of Vendor. The

Vendor (and Vendor's employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Hardware and shall not use any Hardware, 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, Vendor shall immediately turn over to Agency all Hardware not previously delivered to Agency. The software and instances of same integrated into VRNA™ software and Performance Portal™ software shall remain the property of Vendor. The Agency shall receive a license as defined herein and subject to the limitation of said agreement as defined in this document and the VRNA License Agreement attached.

1.12.2 Waiver

To the extent any of Vendor'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, Vendor 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, Vendor shall 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 Vendor in this Contract, whether: (1) this Contract specifically denominates the Vendor's promise as a warranty; or (2) the warranty is created by the Vendor'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 Vendor. The provisions of this section apply during the term of this Contract and any extensions or renewals thereof.

1.13.2 Vendor represents and warrants that: (1) all Deliverables shall be wholly original with and prepared solely by Vendor; 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) Vendor has not previously and shall 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 Vendor 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 shall 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. Vendor 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. Vendor 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 or an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then Vendor shall, at the Agency's request and at the Vendor'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, Vendor 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 Vendor 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 Vendor 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 Section 2 and Attachment 4. During the Warranty Period Vendor 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 Vendor is unable to repair, correct or replace such Deliverable to the Agency's satisfaction, Vendor 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. Vendor 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 Vendor 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 Vendor of any services performed in violation of this standard, Vendor 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 Vendor is unable to perform the services as warranted, Vendor shall reimburse the Agency any fees or compensation paid to Vendor for the unsatisfactory services.

1.13.6 Vendor represents and warrants that the Deliverables shall 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 Vendor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Vendor pursuant to this Contract are or shall be fully satisfied by the Vendor so that the Agency shall 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 Vendor with respect to any Deliverable, Vendor 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 Vendor 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, Vendor 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 Vendor 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 Vendor 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 Vendor with notice of Non-acceptance with respect to such Deliverable. In the event the Agency provides notice of Non-acceptance to Vendor with respect to any Deliverable, Vendor shall correct and repair such Deliverable and submit it to the Agency within ten (10) days of Vendor'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 Vendor 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 Vendor to correct and repair such Deliverable within such period of time as the Agency may specify in a written notice to Vendor;

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 Vendor 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 Vendor with written notice of Final Acceptance. If the Agency determines that all Deliverables satisfy its Acceptance Tests, the Agency shall provide Vendor with notice of Final Acceptance with respect to such Deliverables. Vendor's receipt of any notice of Acceptance, including Final Acceptance, with respect to any Deliverable(s) shall not be construed as a waiver of any of the Agency's rights to enforce the terms of this Contract or require performance in the event Vendor breaches this Contract or any Deficiency is later discovered with respect to such Deliverable(s).

1.15 Contract Administration

1.15.1 Independent Vendor

The status of the Vendor shall be that of an independent vendor. The Vendor, 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 Vendor 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 shall not withhold taxes on behalf of the Vendor (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 Vendor to the provisions of the RFP shall be incorporated by reference into the Contract unless the Agency has explicitly accepted the Vendor'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 refer to the terms of the RFP or the Bid Proposal in this Contract shall not be construed as creating a conflict and shall not relieve the Vendor of the contractual obligations imposed by the terms of the RFP and the Vendor'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 Vendor, 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 Vendor, 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 Vendor 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 Vendor, 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 Vendor contracts with third parties for the performance of any of the Vendor obligations under this Contract as set forth in section 1.15.11, Vendor 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, Vendor'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 Vendor ineligible for future state contracts in accordance with authorized procedures or the Vendor 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, Vendor 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 Hardware developed under this Contract and the copyright in and to such Hardware.

1.15.5 Procurement

Vendor 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 shall 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 Vendor 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 Vendor 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 Vendor.

1.15.11 Use of Third Parties

None of the Deliverables to be provided by Vendor pursuant to any General Terms shall be subcontracted or delegated to any Third Party, including Vendor Contractors, without the prior written consent of the applicable Governmental Entity. Such consent shall not be deemed in any way to provide for the incurrence of any additional obligation of a Governmental Entity, whether financial or otherwise. Any subcontract to which a Governmental Entity has consented shall be in writing and shall in no way alter the terms and conditions of this Agreement. All subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that the applicable Governmental Entity may deem necessary. Vendor is solely liable for any and all payments that may be due to Vendor Contractors pursuant to any subcontract. Vendor shall indemnify and hold harmless the any Governmental Entity and their officers, directors, employees, officials, and agents from and against any and all claims, demands, liabilities, suits, actions, damages, losses, taxes, penalties, costs and expenses of every kind and nature whatsoever arising out of, resulting from, or in any way related to Vendor's breach of any subcontract into which it enters, including Vendor's failure to pay any and all amounts due to any Vendor Contractors. In addition, any Governmental Entity is not responsible for any failure of any Vendor Contractors to pay any amounts that may be due Vendor, and Vendor may not refuse to perform its obligations under this Agreement for any such failure. If Vendor fails, neglects, or refuses to pay promptly, as due, any claim for labor or services furnished to Vendor or any subcontractor by any person in connection with Deliverables performed or provided under any General Terms, the applicable Governmental Entity may pay such claim and charge the amount of the payment against funds due or to become due Vendor under any General Terms. The payment of a claim in such manner shall not relieve Vendor or its surety from any obligation with respect to any unpaid claims. All subcontracts shall contain provisions which allow Governmental Entities making purchases hereunder to access the subcontractor's books, documents, and records and for inspections of work, as required of Vendor herein. No subcontract or delegation of work shall relieve or discharge Vendor from any obligation, provision, or liability under this Agreement. Vendor shall remain responsible for such performance and shall be fully responsible and liable for all acts or omissions of any Vendor Contractors. Any action of Vendor Contractors, which, if done by Vendor, would constitute a breach of this Agreement, shall be deemed a breach by Vendor and have the same legal effect. The term "**Vendor**" as used in this Agreement shall, unless the context clearly requires to the contrary, be deemed to include Vendor Contractors and Vendor Personnel.

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

Vendor 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 Vendor shall be considered an assignment. The Vendor may not delegate any of its obligations or duties under this Contract without the prior written consent of the Agency. The Vendor may not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber any payments that may or shall be made to the Vendor 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 Vendor contracting for services and acting toward the mutual benefits expected to be derived henceforth. 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 Vendor 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 Vendor 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 Vendor, 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 Vendor's performance of the terms of this Contract. Vendor 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

Vendor 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 Vendor 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 Vendor 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 Vendor relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The Vendor shall not impose a charge for audit or examination of the Vendor's books and records. Based on the audit findings, the Agency reserves the right to address the Vendor'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 Vendor and third party in-kind (property or service) contributions must be verifiable from the Vendor'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 Vendor 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 Vendor, 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 Vendor 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 Vendor 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 Vendors 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 Vendor's receipt of

the auditor's report(s), or nine months after the end of the audit period. The Vendor 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 Vendor. Vendor shall also submit one (1) copy of the final audit report to the Agency within thirty (30) days after Vendor'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 Vendor as well as any subcontractors.

1.15.27.2 If a Vendor is independently audited but is not required to submit the audit report per the criteria in subsection 1.15.27.1 above, the Vendor 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 Vendor. Within fifteen (15) days following Agency's request, the Vendor 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 Vendor 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 Vendor shall submit with the audit report a copy of the separate letter to management addressing non-material findings, if provided by the auditor. The Vendor may be required to comply with other prescribed compliance and review procedures.

1.15.27.4 The Vendor 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 Vendor shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors or anyone acting for or on behalf of the Vendor, are properly licensed, certified or accredited as required under applicable state law and the Iowa Administrative Code. The Vendor 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 Vendor 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 Vendor incurred or existing under this Contract as of the date of expiration or termination shall 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 Vendor or any parent, subsidiary, affiliated or associated company of Vendor; claims or court orders that restrict Vendor’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 Vendor 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 Vendor’s performance, the Vendor 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 shall 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 Vendor 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 Vendor 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

Vendor represents, warrants, and covenants that no relationship exists or shall exist during the Contract period between the Vendor and the Agency that is a conflict of interest. No employee, officer or agent of the Vendor 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 chapter 68B shall apply to this Contract. If a conflict of interest is proven to the Agency, the Agency may terminate this Contract, and the Vendor shall be liable for any excess costs to the Agency as a result of the conflict of interest. The Vendor 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 Vendor 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 Vendor 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 Vendor also acknowledges that the Agency may declare the Contract void if the above certification is false. The Vendor 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 Vendor’s board of directors or other managing entity of the Vendor 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 Vendor 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 Vendor as well as any subcontractors.

1.15.38 Further Assurances and Corrective Instruments

The parties agree that they shall, 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 Vendor 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 Vendor’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

The Vendor agrees it shall 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 shall be made for any taxes levied on Vendor'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.

1.15.45 Administrative Fee

Without affecting the approved Good or Service prices or discounts specified in Section 3, the State of Iowa shall be entitled to receive a one percent (1.00%) administrative fee on all sales made within the State of Iowa for Participating Schools and all other Agencies against this agreement. The administration fee due to the State of Iowa shall be paid quarterly by Vendor directly to the State, made payable to: Iowa Department of Administrative Services – Central Services Enterprise Attention: DAS COO - 1305 East Walnut, Level 3, Des Moines, IA 50319.

SECTION 2

Pricing

1.1 Fixed Fee Services

The VRNA training system includes flexible licensing with the ability to scale up or down based on the number of locations, classes, or users. The license system enables customized content per instance including state-based program adjustments.

The Vendor must provide for the complete implementation of a turn-key CNA training system (VRNA) for Initial Schools.

The pricing is extended to Participating Schools and additional Agencies or Iowa Health Careers Registered Apprenticeship programs.

The initial funding creates an infrastructure and learning management framework that can be expanded to deliver additional apprenticeship programs, such as automotive refinishing and welding (Spray Painting and Coating Program and Welding Program) at preferred pricing for Initial Schools, Participating Schools and additional Agencies or Registered Apprenticeship Programs selected by the Agency throughout the State of Iowa.

The cost includes all development and deployment costs and provides for substantially discounted hardware to Initial Schools Participating Schools, and additional Agencies. Pricing structure assumes a class of ten (10) users. Additional VRNA systems can be purchased to expand the student count.

There are no additional costs or offered additions. Further, all updates, patches, fixes or modifications are covered for the duration of the contract.

1.2 Contract Pricing

Infrastructure (software, Performance Portal core components, site and server maintenance, shipping and logistics, documentation, install and verify VRNA functionality, training)	\$371,250 for all Initial and Participating Schools and additional Agencies
Classroom Set (hardware and two-year, unlimited use software license)	\$22,750 per Initial School, Participating School, and/or additional Agencies

1.2.1 Subsequent Contract Renewal - Starting Year Three (3) of the Contract.

Price - \$25,000

1.2.2 VRNA Classroom Package (10 Units) – First Two Year Subscription (See Attachment #4 “Deliverables” Section 10)

DAS Preferred Price - \$22,750

1.2.3 VRNA Class Expansion (1 Unit) (See Attachment #4 “Deliverables” Section 11)

DAS Preferred Price - \$2,275 ea.

1.2.4 Preferred Pricing – Renewal - Two Year Renewal VRNA Classroom Package Subscription

DAS Preferred Price - \$5,000 ea.

1.2.5 Preferred Pricing – Renewal – Two Year Renewal VRNA Class Expansion (1 Unit) Subscription
DAS Preferred Price - \$500 ea.

1.3 Payment Structure:

Delivery	50%
Acceptance	30%
Training	10%
Retainage	10%

SECTION 3
Project Managers

4.1 Project Managers – Vendor

Maggie Volz
366 332nd Pl
Perry, IA 50220
641.204.9009
maggie.volz@vrsim.net

David Zboray
111 Roberts Street, Suite L
East Hartford, CT 06108
860.893.0080
david.zboray@vrsim.net

4.2 Project Managers - IWD

Mimi Willoughby
1000 East Grand Ave.
Des Moines, IA 50319
515.725.1035
miriam.willoughby@iwd.iowa.gov

Kristopher Byam
1000 East Grand Ave.
Des Moines, IA 50319
kristopher.byam@iwd.iowa.gov

4.3 State of Iowa – DAS/Procurement Contact

Laura Shannon - Purchasing Agent
1305 East Walnut, Level 3
Des Moines, IA 50319
515-330-7325
laura.shannon@iowa.gov

Attachment #1
Special Terms

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

programs or other property possessed, owned, or otherwise controlled or maintained by a Governmental Entity.

- 1.7. **“Customer-Owned Deliverables”** means any Deliverables discovered, created, or developed by Vendor, Vendor Contractors, or Vendor Personnel at the direction of the applicable Governmental Entity or for a Governmental Entity or for a specific project pursuant to any General Terms, including all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto.
- 1.8. **“Documentation”** means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, code, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation, and materials discovered, created, or developed by Vendor, Vendor Contractors, or Vendor Personnel hereunder or otherwise related to or used in conjunction with any Deliverables, in any medium, including hard copy, electronic, digital, and magnetically, or optically encoded media.
- 1.9. **“Governmental Entity”** shall mean any Governmental Entity, as defined in Iowa Code Section 8A.101, or any successor provision thereto. The term Governmental Entity includes without limitation Participating Agencies, agencies, independent agencies, the Judicial Branch, the Legislative Branch, courts, boards, authorities, institutions, establishments, divisions, bureaus, commissions, committees, councils, examining boards, public utilities, offices of elective constitutional or statutory officers, and other units, branches, or entities of government.
- 1.10. **“I.T. Governance Document(s)” or “Governance Document(s)”** means any Information Technology policies, standards, processes, guidelines, or procedures developed by OCIO pursuant to Iowa Code section 8B, available at: <https://ocio.iowa.gov/> (navigate to policies, standards, rules, respectively), and which are generally applicable to Participating Agencies, absent a waiver granted pursuant to Iowa Code section 8B.21(5) or any corresponding implementing rules.
- 1.11. **“Non-Appropriation Event” means any of the following:**
 - a. The legislature or governor fail, in the sole opinion of the applicable Governmental Entity, to appropriate funds sufficient to allow the Governmental Entity to either meet its obligations under any General Terms, or to operate as required or to fulfill its obligations under any General Terms.
 - b. If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by a Governmental Entity (regardless of the source of funding or revenues) to make any payment under any General Terms are insufficient or unavailable for any other reason as determined by the Governmental Entity in its sole discretion;
 - c. If a Governmental Entity’s authorization to conduct its business or engage in activities or operations related to the subject matter of any General Terms is withdrawn or materially altered or modified;

- d. If the applicable Governmental Entity's duties, programs, or responsibilities are modified or materially altered; or
 - e. 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 applicable Governmental Entity's ability to fulfill any of its obligations under any General Terms.
- 1.12. **"Office of the Chief Information Officer" or "OCIO"** means the Office of the Chief Information Officer of the State of Iowa created by Iowa Code chapter 8B.
- 1.13. **"Purchasing Instrument"** means documentation issued by a Governmental Entity to Vendor for the purchase of Deliverables, including a **"Purchase Order"** or **"Statement of Work"** executed pursuant to any General Terms, regardless of form, and which identifies the Deliverables to be purchased and any other requirements deemed necessary by the applicable Governmental Entity, such as compensation and delivery dates.
- 1.14. **"Security Breach"** means the unauthorized acquisition of or access to Customer Data by an unauthorized person that compromises the security, confidentiality, or integrity of Customer Data, including instances in which internal personnel access systems in excess of their user rights or use systems inappropriately. **"Security Breach"** shall also be deemed to include any breach of security, confidentiality, or privacy as defined by any applicable law, rule, regulation, or order.
- 1.15. **"Services"** include without limitation all services performed or provided by or on behalf of, or otherwise made available through, Vendor, Vendor Contractors, or Vendor Personnel, directly or indirectly, in connection with any General Terms, including any Software or System or any corresponding hosting, implementation, migration, or configuration services associated therewith or related thereto.
- 1.16. **"Software"** means any and all other software, programs, applications, modules and components, in object code form, and all related Source Code.
- 1.17. **"Source Code"** means the human-readable source code, source program, scripts and/or programming language, including HTML, XML, XHTML, Visual Basic, and JAVA, for or related to the Software. Source Code includes all source code listings, instructions (including compile instructions), programmer's notes, commentary and all related technical information and Documentation, including all such information and Documentation that is necessary or useful for purposes of maintaining, repairing, or making modifications or enhancements to the Software and the Source Code.
- 1.18. **"System"** means any system provided or otherwise made available by or through Vendor, Vendor Contractors, or Vendor Personnel, directly or indirectly, in connection with any General Terms, including any Software, programs, or applications associated therewith or included or incorporated therein, regardless of the method of delivery, including any Internet-enabled, Web-based or other similar delivery method. The foregoing is subject to the License Agreement and Terms of Sale.
- 1.19. **"Third Party"** means a person or entity (including, any form of business organization, such as a corporation, partnership, limited liability corporation, association, etc.) that is not a party to any General Terms.

2. Grant of License or Use Rights. Notwithstanding anything in any General Terms to the contrary, any license, use rights, or other similar rights granted by Vendor or Vendor Contractors, directly or indirectly, to a Governmental Entity pursuant to any General Terms shall include, and any Software, System, or other Deliverables provided by Vendor or Vendor Contractors, directly or indirectly, shall include, the following additional grant of rights:

- 2.1.** Any and all rights necessary for the applicable Governmental Entity to use, install, maintain, modify, support, enhance, copy, reproduce, or host any Software, System, or other Deliverables for the applicable Governmental Entity's business activities, including as described in the RFP or Proposal, if any;
- 2.2.** The same grant of rights to the applicable Governmental Entity's Authorized Vendors to the extent of any quantity ordered (regardless of whether on a "user," "seat", "device," or other similar basis) by the applicable Governmental Entity.
- 2.3.** To the extent the applicable Governmental Entity intends to use, install, maintain, modify, support, enhance, or host any Software, System, or other Deliverables on a Governmental Entity's own systems or devices, the right to use, install, maintain, modify, support, enhance, or host such Software, System, or other Deliverables on any one or more of the computers, data center locations, networks, Internet or intranet sites, servers, systems, or other similar devices of any Governmental Entity or its Authorized Vendor(s).

3. Intellectual Property.

- 3.1.** *Ownership and Assignment of Customer-Owned Deliverables.*
Vendor, Vendor Contractors, and Vendor Personnel hereby irrevocably assign, transfer, and convey to the commissioning Governmental Entity all right, title and interest in and to Customer-Owned Hardware. Vendor represents and warrants that the applicable Governmental Entity shall acquire good and clear title to all Customer-Owned Hardware, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of Vendor or of any Third Party, including Vendor Contractors and Vendor Personnel. Vendor, Vendor's Contractors, and Vendor Personnel shall not retain any property interests or other rights in or to Customer-Owned Hardware and shall not use any Customer-Owned Hardware, in whole or in part, for any purpose, without the prior written consent of the Governmental Entity commissioning such Hardware and the payment of such royalties or other compensation as the Governmental Entity deems appropriate. Immediately upon the request of the Governmental Entity, Vendor shall deliver to the Governmental Entity or destroy, or both, at the Governmental Entity's option, all copies of any Customer-Owned Hardware in the possession of Vendor.
- 3.2.** Waiver. To the extent any of Vendor's, Vendor Contractor's, or any Vendor Personnel's rights in any Customer-Owned Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Vendor, Vendor Contractors, and Vendor Personnel hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the applicable Governmental Entity's rights in and to Customer- Owned Hardware.

4. Payment. Notwithstanding anything in any General Terms to the contrary:

- 4.1.** A Governmental Entity shall pay all undisputed amounts set forth in approved invoices in arrears and in conformance with Iowa Code Section 8A.514 and 11 Iowa Admin. Code 41.1(2). A

Governmental Entity may pay in less than sixty (60) days, as provided in Iowa Code Section 8A.514. However, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code Section 8A.514. Notwithstanding, a Governmental Entity may, in its sole discretion, elect to prepay fees for services and deliverables in accordance with applicable laws, rules, policies, and procedures, including State of Iowa Accounting Policies and Procedures, *available at: <https://das.iowa.gov/state-accounting/sae-policies-procedures-manual>*.

- 4.2.** In addition to the requirements of Section 6.1, if a Governmental Entity procures or makes payments for Deliverables to or from a Third Party, such as a distributor or reseller, and not from Vendor directly, any terms or conditions regarding pricing, payment, and/or interest shall be void, and payment to such Third Party shall relieve the Governmental Entity of any obligation, responsibility, or liability related to the payment of any fees or payments due or owed for such Deliverables.
- 5. Termination for Non-Appropriation.** Notwithstanding anything in any General Terms to the contrary, and in addition to any other termination provision(s) set forth therein, in the event of a Non-Appropriation Event, the applicable Governmental Entity may terminate any General Terms without advance notice and without penalty or liability. In the event of such termination, any further obligation owed to Vendor by the applicable Governmental Entity shall be limited by, and subject to, legally available funds. Notwithstanding anything in any General Terms to the contrary, nothing in this Amendment or any General Terms shall be construed to waive any clause regarding the availability or appropriation of funds.
- 6. Compliance with Law.** Vendor represents, warrants, covenants, and promises that Vendor, Vendor Contractors, and Vendor Personnel have complied with, and shall continue to comply with, and, to the extent applicable, the Deliverables shall comply with all applicable federal, state, foreign, and local laws, rules, regulations, codes, standards, ordinances, and orders, both generally and in connection with the performance of any General Terms, including the following:

 - 6.1.** Those prohibiting discriminatory employment practices or related to equal opportunity in employment or affirmative action under federal or state law, rules, regulations, or orders, including Iowa Code chapter 216 and section 19B.7 and the rules of the Iowa Department of Administrative Services and the Iowa Civil Rights Commission. Upon the applicable Governmental Entity's or its designee's written request, Vendor shall submit a copy of its affirmative action plan, containing goals, time specifications, accessibility plans, and policies as required by Iowa Administrative Code chapter 11—121.
 - 6.2.** Those requiring the use of targeted small businesses as subcontractors and suppliers in connection with government contracts.
 - 6.3.** Those pertaining to any permitting and licensure requirements in carrying out the work performed under any General Terms.
 - 6.4.** Those relating to prevailing wages, occupational safety and health standards, payment of taxes, gift laws, and lobbying laws.
 - 6.5.** Applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, including Web Content Accessibility Guidelines (WCAG) 2.0, including any amendments thereto or any subsequent versions thereof, and all standards and requirements established by the Architectural and Transportation Barriers Access Board.

- 6.6. All applicable I.T. Governance Document(s).
- 6.7. To the extent a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, any applicable federal requirements, including those found at 2 CFR 200.

Vendor shall take such steps as necessary to ensure Vendor Contractors and Vendor Personnel are bound by the terms and conditions contained in this Section. Notwithstanding anything in this Amendment or any General Terms to the contrary, Vendor, Vendor's Contractors, and Vendor Personnel's failure to fulfill any requirement set forth in this Section shall be regarded as a material breach and the applicable Governmental Entity may cancel, terminate, or suspend, in whole or in part any General Terms, in whole or in part. In addition, Vendor may be declared ineligible for future State contracts in accordance with authorized procedures or Vendor may be subject to other sanctions as provided by law or rule.

- 7. **Security Breach Notification.** Vendor shall immediately inform the Participating Agency or OCIO, of any Security Breach or incident. It is within OCIO or the Participating Agency's discretion to determine whether a particular incident is a security incident or a Security Breach. Vendor shall promptly report a Security Breach or incident to OCIO and the Participating Agency when the breach affects the security of Customer Data.
- 8. **Security Breach Responsibilities.** Vendor shall comply with all applicable laws that require the notification of individuals in the event of a Security Breach. In the event of a Security Breach or other event requiring notification in accordance with applicable law, Vendor shall: (a) share information relevant to the Security Breach with OCIO and the Participating Agency; (b) promptly implement necessary remedial measures; and (c) document responsive action related to the Security Breach. If the Security Breach requires public notice, all communication must be coordinated with OCIO and the Participating Agency. Vendor is responsible for all notification and remedial costs and damages.
- 9. **Conflicts of Interest.** Vendor represents, warrants, and covenants that no relationship exists or shall exist during the Term between Vendor, Vendor Contractors, or Vendor Personnel and any Governmental Entities that is or may constitute a conflict of interest or appearance of impropriety. To the extent applicable, the provisions of Iowa Code Chapter 68B shall apply to any General Terms, and Vendor, Vendor Contractors, and Vendor Personnel shall not engage in any conduct or permit any Third Party from engaging in any conduct that would violate that chapter.
- 10. **Limitation of Liability.** If the Terms contain any provision(s) limiting Vendor's liability or providing for sole and exclusive remedies, any such provision(s) shall be superseded by or subject to the following, as applicable: Notwithstanding anything in this Amendment or any General Terms to the contrary, and solely to the extent permitted by applicable laws, rules and regulations: (a) the maximum liability of either Party under this Agreement for direct damages shall be one times the Contract Value ("**Contract Value**" is defined as the aggregate total compensation to be paid by a Governmental Entity under the entire term of the Agreement, including all renewals and extensions); provided, however, under no circumstances shall the foregoing limitation or any other provision in this amendment or any General Terms that either limits Vendor's liability or provides for sole or exclusive remedies apply to any losses, damages, expenses, costs, settlement amounts, legal fees, judgments, actions, claims, or any other liability arising out of or relating to:
 - 10.1. Intentional torts, criminal acts, fraudulent conduct, intentional or willful misconduct, or gross negligence;

- 10.2.** Death, bodily injury, or damage to real or personal property;
- 10.3.** Any contractual obligations of Vendor pertaining to indemnification; intellectual property; liquidated damages; compliance with applicable laws; confidential information; and/or Security Breach;
- 10.4.** Claims arising under this Agreement calling for indemnification of the State or for third- party claims against the State for bodily injury to persons or for damage to real or tangible personal property caused by Vendor's negligence or willful conduct.
- 11. RFP and Vendor's Proposal.** To the extent applicable, the Request for Proposal 0722005006 ("**RFP**") and Vendor's proposal dated February 14, 2022 in response to the RFP ("**Proposal**"), together with any clarifications, attachments, appendices, or amendments to the RFP and Proposal are incorporated into any General Terms by this reference as if fully set forth therein; provided, however, that none of Vendor's exceptions, objections or proposed modifications respecting the RFP or any terms associated therewith (collectively "**Vendor Exceptions**") shall be incorporated therein unless expressly set forth herein. The terms and conditions of the RFP and of the Proposal are made contractual obligations of Vendor, except that any Vendor Exceptions shall not be deemed to limit, modify or otherwise affect any of the contractual obligations of the Parties, unless expressly stated herein. In the case of any inconsistency or conflict between the specific provisions of this document, the RFP or the Proposal, any inconsistency or conflict shall be resolved as follows: first, by giving preference to the specific provisions of this document and any schedules, exhibits or other attachments; second, by giving preference to the specific provisions of the RFP; and third, by giving preference to the specific provisions of the Proposal (excluding any Vendor Exceptions that are not expressly made a part of this Agreement). The references to the Parties' obligations, which are contained in this document, are intended to change, modify, supplement or clarify the obligations as stated in the RFP and the Proposal. The failure of the parties to refer to the terms of the RFP or Proposal in this document shall not be construed as creating a conflict and shall not relieve Vendor of the contractual obligations imposed by the terms of the RFP and the Proposal. Terms offered or stated in the Proposal, which exceed the requirements of the RFP, shall not be construed as creating an inconsistency or conflict with the RFP or this document. Notwithstanding anything herein to the contrary, the applicable Governmental Entity shall have only those obligations that are expressly stated in this document, and the Proposal does not create any express or implied obligations of the State.
- 12. Multiple Counterparts.** This Amendment may be executed in several counterparts, all of which when taken together shall amend all General Terms, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

Attachment #2 System

1. System Description

1.1. VRNA is the virtual reality system which includes:

1.1.1. Hardware

VRNA includes hardware consisting of an HMD with two hand-held controllers, to be prequalified by the Vendor. Each HMD is preloaded with the simulation software and managed by utilizing an MDM system, giving the Vendor the capability to release software updates and deliver them to each HMD instantly through a remote server. The hardware will remain with the purchaser at the termination of the contract.

1.1.2. Licensed Simulation Software

VRNA is a licensed software product that supports the Lab portion of the Iowa CNA Basic 75 course content as established and maintained by the University of Iowa Certification Center in compliance with Iowa Code 441.81.16-249A "Nurse aide requirements and training and testing programs." (hereinafter "Iowa Curriculum"). VRNA is used in conjunction with new or existing programs and Iowa Curriculum content. VRNA enables students to enter a simulated environment where they provide care to virtual patients by performing kinesthetic motions with controllers to carry out direct care procedures. VRNA Curriculum includes scenario-based modules that are modeled after typical job-specific tasks of a Certified Nursing Assistant as required by the Iowa Curriculum. Each scenario takes place in a virtual environmental context of a long-term care facility. As part of the scenarios, student users are tasked to complete a series of patient care skills, of which the correct procedures are dictated by Iowa Curriculum used by Initial and Participating Schools. Each patient-care skill is included in one or more of the scenarios. VRNA is a seat-based, unlimited-use license. This means an unlimited number of users may create a unique individual account and use the simulation software and Performance Portal™.

1.1.3. Performance Portal™

VRNA includes Performance Portal™, which is a separately licensed web-based platform that captures real-time data from the simulation software and generates performance and progress reports for each unique individual account created.

1.1.4. Documentation (see Attachment #4 Section 5)

Attachment #3 Requirements

1. System Requirements

VRNA meets the following requirements:

- 1.1** Ability to adequately prepare students to take the CNA exam.
- 1.2** Ability to perform virtual reality training.
- 1.3** Ability to store all customer data in the continental United States.
- 1.4** Ability to provide software technology that is hardware and software agnostic and can work across multiple platforms.
- 1.5** Ability to store data in a secure encrypted environment that meets applicable standards for the type of data stored.
- 1.6** Requires no additional equipment such as mannequins, medical equipment, etc.

2. VRNA Requirements

The following environment, equipment, hardware and software (supplied for CNA programs and their participants to participate in VRNA training) is required:

- 2.1** To be provided by Vendor:
 - 2.1.1** VR Headset with controllers. Current Pico or Oculus Quest models are acceptable (i.e., Pico Neo 3 Pro, Oculus Quest 2). The proposed VR systems do not require a partnership with specific brands or social media providers in order to utilize such hardware. The software is designed to be technologically agnostic.
 - 2.1.2** VRNA training software - Preloaded onto the VR headset.
 - 2.1.3** The Vendor shall work with hardware vendors to assess, qualify, and provision pre-configured hardware packages for end-users. Hardware packages will include the virtual reality (VR) headset and controllers for the VRNA virtual reality content. The Vendor, or approved third parties, shall perform quality assurance tests on hardware units prior to shipment to end-users. Users may need additional web capable hardware, such as a mobile Android, iOS, or desktop device, to access the Performance Portal™ website. Dedicated tablet devices for instructor and administrator access to the Performance Portal™ may be requested, but are not provided by default.
 - 2.1.4** The Vendor shall provide the option to purchase pre-configured hardware packages for the VRNA training system and will make accommodations for clients wishing to hold or requisition hardware in advance. The VRNA software is designed to be platform independent; this allows the Vendor to provide the best compatibility with new hardware developments. As VR hardware availability changes over time, the Vendor will continue to support pre-configured hardware packages and provide the option to secure inventory in advance. VRNA is

platform independent and can be compiled for use on several VR headsets, meaning the training system will be available on existing headsets and future, compatible, VR headsets. The software is platform independent and can be targeted towards other off the shelf all-in-one headsets available now and in the future.

2.2 To be provided by Agency:

2.2.1 Computer or mobile device capable of using a web browser to access Performance Portal™.

2.2.2 WLAN - Wireless Local Area Network (Wi-Fi) - internet connection with a minimum of 1.5mbps download and upload speed per device during normal use. Access to a higher speed connection of at least 3mbps download and upload speed is recommended.

2.2.3 An indoor and well-lit environment with a clear 8ft x 8ft space for each user's movement.

2.2.4 Administrators may be required to utilize basic computer skills to turn on hardware devices, verify images on screen, and access a web browser. The virtual reality (VR) equipment may require administrators to wear a VR headset and follow instructions in a VR environment.

2.3 At the conclusion of the contract the equipment remains in possession of the Agency.

3. Documentation Requirements

There shall be no cost for the documentation or to access the web resources.

4. Additional Programs

Vendor will make additional training programs available at preferred pricing to Initial Schools, Participating Schools and additional Agencies or Registered Apprenticeship Programs selected by the Agency throughout the State of Iowa once development is complete. These include, but are not limited to:

- Spray Painting and Coating Program
- Welding Program

**Attachment #4
Deliverables**

1. VRNA System

1.1. Infrastructure

Vendor to develop VRNA: includes curriculum content and design, module design, system architecture, accessibility and quality of life features to support the licensed software. Infrastructure also includes Mobile Device Management (MDM) set-up, testing, security and maintenance.

1.2. Performance Portal™

Vendor to develop core components.

1.3. Installation Scheduling

The Vendor will negotiate an implementation schedule with the Agency. The process from installation to training to updating will be streamlined and focused on Instructor and Administrator training. The Vendor will work with Agency administrators to coordinate the configuration and setup of training systems. The implementation process will identify installation locations and include an installation schedule that will begin as agreed with the Agency. See example below:

WEEK	ACTIVITY
1	Drop ship to each location
2 - 4	In-person installation and training at each location
5	Quality assurance follow-up for each location
6	Schedule and execute on any needed supplementary training

2. Hardware & Software Shipping

For each of 5 Initial Schools:

2.1. Vendor to ship 1 Classroom Package: Set of 10 VRNA Hardware and Software.

2.2. Vendor to begin the period for:

2.2.1. VRNA Software 2-Year License per HMD

2.2.2. 2-Year Warranty per HMD

2.2.3. 2-Year Maintenance and Support

2.3. Vendor to email Performance Portal™ License information. Portal is a web-based database that captures student performance and enables access to real-time feedback both in and out of the virtual reality environment. Each Initial School will be provided with

access to unlimited student and teacher accounts for use with the VRNA Software License (each HMD allows a single student user at a time) and Portal.

3. Installation

3.1. Each Initial School to:

3.1.1. Provide Wi-Fi access and credentials for all HMDs.

3.1.2. Provide the required environment for VRNA use. This includes Wi-Fi access, space, and appropriate environmental conditions for VRNA. It also includes access to computers or mobile devices to access the Performance Portal™.

3.1.3. Verify access to Performance Portal™.

3.1.4. Verify access to documentation on Performance Portal™.

3.2. Vendor to pre-install and verify functionality (prior to shipping) of each Classroom Package. Verify the Initial School provided resources (e.g., Wi-Fi, space).

4. Quality Assurance Follow-Up

After installation and training, Vendor to follow up with each Initial School via web conference.

5. Documentation

5.1. Vendor to provide the documentation in printed (and shipped) and electronic format for each Initial School. The information covered may include user startup, controls, mechanics and features of the software, instructor tools, implementation best practices, and troubleshooting. Documentation may be deployed in video, written content, and image formats. Documentation outlining the core features for instructors and users is also available to guide installation, setup, and use. Printed documentation shall be available through downloadable files from designated web resources. The full set of documentation will include:

5.1.1. Operator Instructions - Written operator instructions for the operation of the system.

5.1.2. Service Manuals - Current and accurate service manuals to be provided with the system.

5.1.3. Quick start guides

5.2. The Performance Portal™ shall be equipped with informative tool tips, a quick start guide, complete with documentation for controls, mechanics, and features of the software. Tooltips and guides can be accessed as needed by instructors and users using a computer or mobile device. Guides and tutorials include, but are not limited to, videos, written content and images. The Performance Portal™ shall include quick start documentation to quickly onboard users who have little or no experience with virtual reality.

- 5.3. Vendor to provide Installation, training, and “train the trainer” videos, FAQs, and instructional aids will be accessible via web portal or other means as determined by the Agency.
- 5.4. Vendor to provide a certificate of privacy and data security. All data stored within the system is encrypted and secured using Family Educational Rights and Privacy Act (FERPA) best practices published by the Privacy Technical Assistance Center (PTAC).
 - 5.4.1. See “Exhibit 13 - Security” in Bid Proposal.

6. Training

6.1. Initial Training

Vendor to schedule, travel to, and provide on-site VRNA “Train the Trainer” Seminar training to each Initial School. The Vendor will provide general user training and administrator training. Administrators dedicate 4 hours to complete training per location. Iowa Workforce Development Project Managers are welcome to join, or a separate training session may be scheduled if needed. The Vendor estimates four (4) hours to complete administrator training per location. The training includes administrative documentation and videos describing onsite requirements, including internet accessibility, lighting, and space requirements.

- 6.1.1. Additional time may be required to train instructors or users where required. This will be offered at no cost to the Agency.
- 6.1.2. Initial training on deployment per location shall be live via in-person session(s) or web conference methods when in-person sessions are unable to be completed.

6.2. Supplementary Training

Schedule and provide to Initial Schools supplementary web training(s), as necessary, if new modules are developed. This training may include recapping previous training, answering additional questions, and providing additional guidance and practice.

6.3. Maintenance

The online documentation will be kept up to date to reflect changes and improvements in the software or installation processes.

7. Service and Maintenance

- 7.1. Vendor shall provide Hardware to the Initial Schools, Participating Schools, and all other Agencies and provide maintenance and repair services for the Hardware (“Hardware Services”) and together with the Software Services (“Services”).
- 7.2. VRNA will have a number of web accessible support tools, in addition to United States based customer support.
- 7.3. Vendor to:
 - 7.3.1. For each Initial School, provide United States based support with access to service technicians 8 a.m. through 4 p.m. Central Time (9 a.m. through 5 p.m. Eastern

Time) Monday through Friday for most non-emergency situations. Support can be provided through several mediums, including but not limited to: phone, email, live stream, and, if needed, in-person. Support is handled remotely, but in cases where remote support cannot meet the identified need, on-site sessions are available to troubleshoot and provide service. If users have questions about how to use the system or have technical needs not addressed in Training, they may reach out to technical support.

7.3.2. Response times are aimed at:

7.3.2.1. High priority/severity: same business day response

7.3.2.2. Medium priority/severity: 1 business day

7.3.2.3. Low priority/severity: within 3 business days

7.3.3. In the event that the Hardware fails to meet functional requirements, the Vendor's customer support team will be available to assist with troubleshooting, repairing or replacing the HMD.

7.3.4. Develop and deploy updates as required. Each HMD is preconfigured to utilize an MDM to: Apply software changes to VRNA; The MDM system used to update VRNA also includes the ability to update the device operating system (OS) to maintain stable and secure performance over time.

7.3.5. Provide maintenance per month or as needed to be determined by the parties, to be scheduled after hours.

7.3.6. Upon delivery of each Classroom Package, begin the period for the Performance Portal™ site and server maintenance

7.3.7. Provide the option to purchase pre-configured hardware packages for VRNA and will make accommodations for clients wishing to hold or requisition hardware in advance.

8. Software Updates

8.1. The Vendor shall apply software changes over the cloud utilizing a mobile device management (MDM) system during the active software license period. Software changes made by the Vendor will be delivered via MDM to a subset of devices in the field with no required user involvement. Software maintenance will be revised in the form of critical software updates pushed automatically to the hardware through the use of the MDM system. The MDM system shall also include the ability to update the device operating system (OS) to maintain stable and secure performance over time. The Vendor requires an average of up to 7 hours of maintenance per month, to be scheduled after hours.

9. Subsequent Contract Renewal - Starting Year Three (3) of the Contract

9.1. Updates

Vendor to provide bug fixes, quality of life improvements, and general system updates.

9.2. Curriculum Changes

Vendor to provide updates and/or module changes as needed to accommodate regulated changes made to the Iowa Curriculum, if applicable to VRNA Curriculum.

10. VRNA Classroom Package (10 Units) – First Two Year Subscription

10.1. This is an optional package available to Participating Schools. Vendor will provide the Participating School that purchases the VRNA Classroom Package (10 Units) with the following (note that in referenced descriptions, substitute “Initial School” with “Participating School” for this package):

10.1.1. For each Participating School:

10.1.1.1. Documentation. Reference “5. Documentation”

10.1.1.2. Service and Maintenance for a 2-year period for each Unit purchased in the Classroom Package. Reference “7. Service and Maintenance”

10.1.1.3. Software Updates for a 2-year period for Hardware purchased in the Classroom Package. Reference “8. Software Updates”

10.1.2. For each VRNA Classroom Package (10 Units) purchased for each Participating School:

10.1.2.1. Hardware & Software. See “2. Hardware & Software Shipping” and substituting “For each of 5 Initial Schools” with “For each VRNA Classroom Package for each Participating School.” This includes:

10.1.2.1.1. Vendor to ship 1 Classroom Package to each Participating School: 10 VR HMDs with VRNA Software and controllers.

10.1.2.1.2. Vendor to begin the period for:

10.1.2.1.2.1. VRNA Software 2-Year License per HMD

10.1.2.1.2.2. 2-Year Warranty per HMD

10.1.2.1.2.3. 2-Year Maintenance and Support

10.1.2.1.3. Vendor to email Performance Portal™ License information.

10.1.3. Does not include Installation.

10.2. Each Participating School that purchases one or more VRNA Classroom Packages (10 Units) also receives a VRNA “Train the Trainer” Seminar. Reference “12. VRNA ‘Train the Trainer’ Seminar”.

11. VRNA Class Expansion (1 Unit)

This is an optional package available to Participating Schools. It requires a Participating School purchase of a VRNA Classroom Package (10 Units). For each VRNA Class Expansion purchased, Vendor will provide the Participating School with the following (note that in referenced descriptions, substitute “Initial School” with “Participating School” for this package; additionally substitute “10 VR HMDs” with “1 VR HMD”):

11.1. For each Participating School:

11.1.1. Documentation. Reference “5. Documentation”

11.1.2. Service and Maintenance for a 2-year period for each Unit purchased in the Class Expansion. Reference “7. Service and Maintenance”

11.1.3. Software Updates for a 2-year period for each Unit purchased in the Class Expansion. Reference “8. Software Updates”

11.2. For each VRNA Class Expansion (1 Unit) purchased for each Participating School:

11.2.1. Hardware & Software. See “2. Hardware & Software Shipping” and substituting “For each of 5 Initial Schools” with “For each VRNA Class Expansion for each Participating School.” This includes:

11.2.1.1. Vendor to ship 1 Classroom Package to each Participating School: 1 VR HMD with VRNA Software and controllers.

11.2.1.2. Vendor to begin the period for:

11.2.1.2.1. VRNA Software 2-Year License per HMD

11.2.1.2.2. 2-Year Warranty per HMD

11.2.1.2.3. 2-Year Maintenance and Support

11.2.1.3. Vendor to email Performance Portal™ License information.

11.3. Does not include Installation.

11.4. Does not include Training.

12. VRNA “Train the Trainer” Seminar

This is an optional seminar that can be purchased. If purchased, Vendor will provide a Participating School:

12.1. Initial Training. Reference VRNA System’s “Initial Training” section, substituting “on-site” with “in-person session or web conference” and removing “IA Workforce Development welcome to join, or a separate training session may be scheduled if needed.”

13. Preferred Pricing – Renewal - Two Year Renewal Subscription for VRNA Classroom Package (10 Units)

This is an optional renewal available to Participating Schools. It requires a VRNA Classroom Package (10 Units). If purchased, Vendor will provide to a Participating School for 10 Units:

13.1. Service and Maintenance for a 2-year extension period. Reference “7. Service and Maintenance”

13.2. Software Updates for a 2-year extension period. Reference “8. Software Updates”

13.3. VRNA Software 2-Year License extension per HMD

13.4. 2-Year Warranty per HMD

14. Preferred Pricing – Renewal - Two Year Renewal Subscription for VRNA Class Expansion (1 Unit)

This is an optional renewal available to Participating Schools. It requires a VRNA Class Expansion (1 Unit). If purchased, Vendor will provide to a Participating School for 1 Unit:

14.1. Service and Maintenance for a 2-year extension period. Reference “7. Service and Maintenance”

14.2. Software Updates for a 2-year extension period. Reference “8. Software Updates”

14.3. VRNA Software 2-Year License extension per HMD

14.4. 2-Year Warranty per HMD