

**Iowa State University**  
**Request for Proposal No. 63895**  
**For A**  
**Document Management System**

**Overview and General Information**

1. Introduction Iowa State University of Science and Technology (ISU) is soliciting information from qualified contractors to provide an electronic document management and collaboration system that will aid in the organization, retrieval, sharing, and distribution of electronic documents. The ISU Office of University Counsel will be the principal user of this solution in addition to other ISU business units.

Contractors should read all materials carefully and note the due date.

2. University Representative Contractors must direct all questions and comments in reference to this RFP/RFQ to the University Representative. For this RFP/RFQ, the University Representative is:

Eric Johnson  
ISU Procurement Agent  
515-294-4701  
[emj@iastate.edu](mailto:emj@iastate.edu)

3. Schedule of Events

Activity	Date
Issuance of RFP/RFQ	August 2, 2018
Deadline for Receipt of Questions	August 17, 2018
Addenda for Questions Posted on ISU Procurement Site	August 24, 2018
<b>Proposals Due</b>	<b>September 6, 2018 @ 10:00 a.m.</b>
*Contractor Presentations	Week of September 17 <sup>th</sup> , 2018
*Evaluations Complete	September 26 <sup>th</sup> , 2018
*Award of Contract or Contract Effective Date	October 10, 2018
*Implementation Start Date	October 22, 2018
*Installation Substantially Completed	December 15, 2018

*\*Indicates projected dates only*

4. Contractor Presentations ISU reserves the right to request an on-site presentation/demonstration of the products and proposed relationship offered in response to this RFP/RFQ.
5. Editable Copies of the RFP/RFQ Documents Contractors may request editable copies of the RFP/RFQ document by contacting the University Representative above.
6. Receipt and Opening of Response This RFP/RFQ response is due **September 6, 2018 @ 10:00 a.m.** and is required to be combined into a **single pdf file** unless specified in the submittal requirements and shall be submitted in one of the following ways:
- By email at [quotedsk@iastate.edu](mailto:quotedsk@iastate.edu), Subject: RFP/RFQ 63895 OR online submission at <https://www.procurement.iastate.edu/vendors/rfp-rfq-submittal> (*preferred methods*)
  - By paper or electronic copy to Iowa State University, Procurement Services, Attn: Quote Desk--RFP/RFQ

- 63895, 1340 Administrative Services Building, 2221 Wanda Daley Drive, Ames IA 50011-1004  
By fax to 515-294-9606, Attn: Quote Desk-- RFP/RFQ 63895

7. Evaluation The evaluation criteria utilized for this RFP/RFQ may be based upon, but not limited to, the following:

- Ability to meet or exceed Specifications in Section II
- Total Cost of Ownership
- Technical Support Provided
- Ability to meet optional desired features
- Demonstrated proficiency with customers similar to University
- Experience in a higher education or government environment
- Data Security Standards and Compliance
- Accessibility compliance

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## Section I - Instructions

### 1.1 Definitions

<b>University</b>	University or ISU is Iowa State University of Science and Technology.
<b>Contractor</b>	Contractor refers to the individual or entity that is proposing or offering to contract for goods or services in the Proposal and is identified in the Acceptance Form.
<b>Contract</b>	Contract will be an ISU issued purchase order and/or a contractual agreement that would be signed by the awarded contractor and an authorized representative of the University.
<b>RFP/RFQ Documents</b>	All documents issued or posted to the ISU Procurement Services website that pertain to this RFP/RFQ. This could include original bid documents, addenda, exhibits, plans, etc.
<b>Proposal</b>	All documents submitted by the Contractor as a response to the RFP/RFQ in accordance with the RFP/RFQ requirements.
<b>University Representative</b>	University Representative is the individual identified on the Overview and General Information page of this RFP/RFQ.

### 1.2 Inquiries

- (a) Contractor should direct any inquiries concerning this RFP/RFQ to the University Representative. Contractor may not communicate about the subject of the RFP/RFQ with any other University employee without the permission of the University Representative.
- (b) Oral statements made by the University Representative or other University employees interpreting, correcting, revising or amending the RFP/RFQ documents shall not be deemed part of the RFP/RFQ documents and are not binding. The University Representative shall issue any interpretations, corrections, revisions, and amendments in the form of written addenda, which will be sent to all known recipients of the RFP/RFQ documents. Except for addenda modifying the proposal due date or canceling the RFP/RFQ, such addenda shall be issued so as to be received at least five (5) calendar days prior to the time set for receipt of proposals. All addenda so issued shall become part of the RFP/RFQ documents and shall be acknowledged in the Acceptance Form. University reserves the right to issue an addenda in a shorter time frame if in the best interest of University.

### 1.3 Proposal Submission

- (a) Contractor must read the RFP/RFQ documents in their entirety and comply with the requirements of the RFP/RFQ documents. Contractor must promptly notify the University Representative of any ambiguity, inconsistency or error that Contractor discovers in the RFP/RFQ documents. University may reject proposals that fail to comply with the requirements of the RFP/RFQ documents.
- (b) Contractor must identify on the Acceptance Form all parties who will be involved with performance of the Contract. By submitting the Proposal, Contractor warrants that all such parties have received a copy of the RFP/RFQ documents and that the Proposal is acceptable to these parties.

- (c) Contractor must clearly state in the Exceptions Form any exceptions to or deviations from the RFP/RFQ documents. Exceptions taken to the RFP/RFQ documents may cause the Proposal to be rejected at the sole discretion of University. Any terms in the RFP/RFQ documents to which Contractor does not take exception on the Exception Form shall be binding and any subsequent objections to those terms shall have no effect.
- (d) A representative of Contractor who is authorized to agree to the terms in the RFP/RFQ documents and to offer the pricing and make the representations about Contractor's products and services in the Proposal must sign the Proposal.
- (e) Contractor is responsible for any costs incurred in the preparation and submission of the Proposal and any travel and personnel expenses associated with its on-site presentations or demonstrations or other trips related to the RFP/RFQ. ISU has no responsibility for such costs or expenses even if ISU should elect not to make an award.

#### 1.4 Withdrawal and Resubmission of Proposals

- (a) Prior to the date and time designated for receipt of proposals, Contractor may withdraw a Proposal only by submitting written notice to the University Representative. Such notice must be received by the University Representative prior to the designated date and time for receipt of proposals.
- (b) Contractor may resubmit a withdrawn Proposal up to the time designated for receipt of proposals provided that the resubmitted Proposal complies with the RFP/RFQ documents.
- (c) Contractor may not withdraw its Proposal for a period of ninety (90) calendar days after the time designated for receipt of proposals unless the Proposal contains an obvious and documented error for which it would be a manifest injustice to require the Contractor to perform pursuant to such terms.

#### 1.5 Acceptance of Proposals and Award of Contract

- (a) The RFP/RFQ does not commit University to award a Contract. If University elects to award a Contract, it will do so based on the criteria set forth in the RFP/RFQ documents. University is not required to purchase the lowest priced goods or inferior or substandard goods. University may make multiple awards if University determines it is in its best interest to do so.
- (b) University reserves the right to accept or reject any or all proposals.
- (c) University may request from Contractor additional documents or Proposal clarifications after the due date and time for proposal submission. University may also request Contractor to make an on-site presentation/demonstration. University may reject the Proposal if Contractor fails to provide the additional documents or clarifications or participate in the on-site presentation/demonstration.
- (d) University may waive any irregularities, technicalities, or informalities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any contractor. University may accept deviations from the specifications in the RFP/RFQ documents if through information submitted or demonstrations University determines that the offered product or service is substantially compliant and would be in University's best interest.
- (e) University may investigate as it deems necessary the ability of Contractor to provide the expected goods or services. University may reject the Proposal if the evidence submitted by, or investigation of, Contractor fails to satisfy the University, in its sole opinion, that Contractor is properly qualified to carry out the obligations specified in the RFP/RFQ documents.

- (f) University will resolve tie proposals that are equal in all respects and tied in price by drawing lots. Whenever practical, the drawing will be held in the presence of the contractors who are tied in price. However, if this is not possible, the drawing will be made in front of at least three (3) persons and said drawing documented.
- (g) Iowa Administrative Code §681-8.1(a) requires University to give a preference to Iowa products and suppliers when, in University's professional judgment, Iowa products can be obtained at equal or less cost and are of equal quality to those products obtainable from out-of-state suppliers. In addition, Iowa Code §73.2 requires all requests for proposals to contain the following language: "By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa."

1.6 Formation of Contract If University elects to award a Contract, it will take one of the following actions in order to form a Contract between University and selected contractor(s):

- (a) Accept a proposal, as written, by issuing a written Notice of Award to selected contractor(s) that incorporates the RFP/RFQ documents by reference and accepts all or selected portions of the selected contractor's proposal. The Notice of Award will be in the form of an ISU-issued Purchase Order and/or contractual agreement which must be signed by an authorized representative of the University and the selected contractor(s). Contractor(s) shall be given twenty (20) days to sign such Contract. Delays in finalizing by a contractor may be viewed as lack of interest by the contractor in servicing the Contract and would be grounds for rejecting that contractor's proposal.
- (b) Enter into negotiations with one or more contractors in an effort to reach a mutually satisfactory Contract that will be executed by both the University and contractor and that will be based on the RFP/RFQ documents, the proposal submitted by selected contractor, any clarification(s) requested by the University and submitted by contractor, except as amended by mutual agreement through the associated negotiations. These negotiations will not include any changes to the pricing structure submitted in the proposal, unless the negotiations change the requirements. Should University and the selected contractor be unable to negotiate a mutually acceptable contract within thirty (30) days of the University initiating negotiations, University shall have the right to reject the selected contractor's proposal and enter into negotiations with another contractor, without penalty or any liability to University.
- (c) Because the University may use the alternative described in (a) above, Contractor shall include in its Proposal all requirements, terms or conditions it may have, and shall not assume that an opportunity will exist to add such matters after the Proposal has been submitted.

1.7 Disposition and Disclosure of Proposals

- (a) Once opened, the Proposal becomes the property of University and will not be returned to the Contractor.
- (b) Until the date of an award of this RFP/RFQ, the Proposal and any other related documents provided by Contractor, including but not limited to, attachments, appendices, and exhibits, shall be treated as confidential to the extent required and permitted under State of Iowa law.
- (c) Iowa Administrative Code §681-8.1(h) requires University to release, if requested, the name of the successful bidder and all other bidders and the amounts bid. In addition, University is subject to the Iowa Open Records Law (Iowa Code Chapter 22). Contractor is encouraged to familiarize itself with the Iowa Open Records Law prior to submitting its Proposal. If Contractor believes that portions of the Proposal or other submitted documents (other than its name and pricing) are confidential under the Iowa Open Records Law, Contractor shall clearly identify those portions in the space provided on the Acceptance Form and indicate the specific provision in the Iowa Open Records Law upon which Contractor relies in

determining the identified portion is confidential. Proposals marked entirely confidential or proprietary may be rejected.

- (d) If University receives a request for a portion of the Proposal or other documents that Contractor has identified as confidential, University shall notify Contractor (unless legally prohibited from doing so) and Contractor shall, at its sole expense and in a timely manner, appear before an administrative or judicial authority to obtain an order restraining its release. If Contractor fails to do so, University may release the portions of the Proposal or other documents that Contractor has identified as confidential.
- (e) Failure to properly identify items as confidential on the Acceptance Form and appropriately cite the specific provisions of the Open Records Act relied upon shall relieve University from any responsibility to notify Contractor of a request for those items and from any liability should such items be released.

1.8 Conflict of Interest In order to comply with federal and state laws and regulations, a Contractor who is a "Conflict of Interest Vendor" must have approval from the University Representative prior to submitting its Proposal on this RFP/RFQ. A Contractor is a "Conflict of Interest Vendor" if it is any of the following:

- (a) A paid employee (whether full-time, part-time, hourly, temporary, or student--including a graduate student on assistantship) of University, any other Board of Regents institution or the Board of Regents Office
- (b) A member of the Board of Regents, State of Iowa
- (c) An entity in which any of the above referred persons is a partner or sole proprietor
- (d) An employee of another State of Iowa agency (Iowa Department of Transportation, Department of Administrative Services, Department of Human Services, etc.)
- (e) Any State of Iowa officials, members of the general assembly, or legislative employees

1.9 Independent Price Determination Contractor certifies that in connection with its Proposal:

- (a) Any prices or hourly rates in the Proposal have been arrived at independently, without consultation, communication, or agreement with any competitor for the purpose of restricting competition.
- (b) Any prices or hourly rates which have been provided in this Proposal have not been knowingly disclosed by Contractor, directly or indirectly, to any competitor.
- (c) No attempt has been made by Contractor to induce any other person or entity to submit or not to submit a proposal for the purpose of restricting competition.

1.10 Gratuities The laws of the State of Iowa prohibit a person who is seeking to enter into a contract with University from, directly or indirectly, offering or making a gift to University employee. See Iowa Code §68B.22 for additional information.

1.11 Vendor Registration Contractors **must** have a current vendor registration on file prior to receiving an award resulting from an RFP/RFQ. Please visit the vendor registration website (shown below) for instructions on the vendor registration process.

<https://accessplus.iastate.edu/NonAuth/PD10/PD155Vendor.jsp>

## Section II – Scope of Work/Specifications

### 2.1 Overview & Background

The Iowa State University Office of University Counsel (OUC) currently manually files its documents in folders on a shared file server. While the folders are organized by client and subject matter, users still file related documents in different locations. This makes retrieval of electronic documents difficult. The office previously had a subscription to Metajure, a search program created for law offices, but this program no longer met office needs due to incorrect data in search results. OUC will use this RFP process to replace its Metajure subscription.

OUC has increased the number of attorneys on staff from three to six over the last decade and now houses the University policy administrator, who is responsible for all University policies and responding to public records requests. The additions to staff have resulted in a significant increase in the volume of electronic documents under management and are driving the need for a new and improved solution for managing these documents.

The types of documents currently maintained by the office include, but are not limited to, the following formats:

- Microsoft Word
- Microsoft Excel
- Microsoft PowerPoint
- Microsoft OneNote
- Microsoft Outlook
- Adobe PDF

### 2.2 Required Functionality

The following items are functional aspects required of any solution proposed for this RFP:

- 2.2.1 Ability to index and group documents by incident or client matter.
- 2.2.2 Ability to organize email communications received and sent in Microsoft Exchange with other electronic documentation relating to the same incident or matter.
- 2.2.3 Ability to provide search functionality to locate documentation stored on OUC servers for both current and past cases and issues.
- 2.2.4 Ability to search for text segments within electronic documents and emails retained by the system.
- 2.2.5 Ability to index and categorize emails and documentation on matters across multiple OUC attorneys and users outside of OUC (Ex. ISU Office of Risk Management, ISU Office of the President, outside counsel, etc.)
- 2.2.6 Ability to comply with the University Record Retention Policy (Exhibit A) for relevant email storage for associated client matters.
- 2.2.7 Ability to allow all OUC staff, external users, and external counsel to collaborate on documents simultaneously.
- 2.2.8 Ability to retain version control of all documents within the system regardless of the number of collaborators to prevent accidental erasures or deletions of sensitive information.
- 2.2.9 Ability for administration and control of access to records at a user level within the system (Ex. OUC may need to restrict access to documents on a per user level. System should have the capability to do this for all records stored within the system itself.)
- 2.2.10 Ability to support all formats of electronic documentation.
- 2.2.11 Ability to support mixed-volume scanning, including low/medium/high volumes in a distributed environment.
- 2.2.12 Ability to manually group or route unacceptable images for rescanning.
- 2.2.13 Provide image enhancement features.
- 2.2.14 Provide bulk-import capabilities for existing documentation and email.



## 2.3 Integrations

Proposed solutions should be able to integrate with as many of the following products as possible:

- 2.3.1 Microsoft Exchange
- 2.3.2 Microsoft Office 365
- 2.3.3 Workday
- 2.3.4 Box.com
- 2.3.5 DocuSign

## 2.4 Data Security & Workflow Requirements

- 2.4.1 Provide document security including redaction.
- 2.4.2 Ability to set security at the user and group levels.
- 2.4.3 Ability to limit what users can see and do based on security level.
- 2.4.4 Ability to search across multiple repositories from a single search, and deliver a unified results list.
- 2.4.5 Ability to support multi-attribute search.
- 2.4.6 Ability to support advanced routing logic within work processes.
- 2.4.7 Ability to automate structured and repeatable work processes.

## Section III – Submittal Requirements

- 3.1 **Submittal Responses** Complete the following questions/requirements below and return as **Supplement 1** with your RFP/RFQ response. Additional space may be required but responses and information provided should be clearly labeled and concise.

### Delivery/Installation

How soon can item(s) be delivered, if a purchase order is awarded? \_\_\_\_\_  
(Be specific on delivery date as this is a key evaluation factor.)

How soon can installation and training take place after delivery? \_\_\_\_\_

### Cost of Installation/Implementation

ISU is requesting installation (if required) of the equipment including uncrating, leveling, utility connections, etc. Is installation included in the cost of the solution?

- ☐ Yes  
☐ No

If “No” please provide pricing for installation and implementation as part of **Supplement 3**.

### Warranty

What is the warranty duration?

\_\_\_\_\_  
What does the warranty cover?

\_\_\_\_\_  
Does Company offer an extended warranty? (If yes, include annual cost.)

- ☐ Yes Cost \$ \_\_\_\_\_  
☐ No

### Payment Terms

\_\_\_\_\_  
*Be certain to state terms of payment. Failure to indicate Contractor terms will mean that, if Contractor submittal is accepted then Iowa State University will apply a five percent (5%) discount for payments made within 15 days of receipt of Contractor invoice.*

- 3.2 **References** Include four (4) references currently engaged in a similar contract of this type preferable related to government, education or large corporate contracts of similar scale as **Supplement 2** of your proposal.
- 3.3 **Pricing** Please submit pricing as **Supplement 3** of your proposal. **Must be submitted in a line item format in an MS Excel document for comparison and evaluation purposes.**
- 3.4 **Supported Software & File Formats** Please submit a list of all supported software integrations, all supported document formats, all supported file types (photo, video, etc.), and all supported desktop, mobile, and server operating and file systems. Return as **Supplement 4** of your proposal.
- 3.5 **Data Security:** Please complete the data security workbook in Attachment E. Please enclose the completed security workbook the following documentation and return as **Supplement 5** of your proposal:
- Security, Retention, and Integration documentation
  - Architecture and Data Flow documentation
  - Audit documentation (SOC, SSAE16, Penetration Testing, etc.)
  - Software Development LifeCycle (SDLC) documentation

- Privacy policy
- GDPR compliance

- 3.6 Accessibility: ISU requires compliance with Section 508, the Americans with Disabilities Act, and the WCAG Level 2 AA standards for digital accessibility. Please enclose your Voluntary Product Accessibility Template (VPAT) as well as all other documentation demonstrating compliance with these standards and return as **Supplement 6** of your proposal.
- 3.7 Specifications Checklist. Solution specifications listed in Section II are included in Attachment D. Please fill out Attachment D in its entirety and return as **Supplement 7** of your proposal.
- 3.8 Additional Value Added Services and Technologies. Provide additional information on options for student and personal discounts, services or technologies your company can provide as value added solutions as **Supplement 8** of your proposal.
- 3.9 Training & Support. Provide information on Training options for University staff and return as **Supplement 9** of your proposal.

## Section IV – Acceptance Form

The undersigned Contractor, in response to this RFP/RFQ after carefully reviewing all instructions, scope of work/specifications, and terms and conditions contained therein, submits this proposal as an offer to enter into a mutually acceptable contractual agreement with the University. If this proposal is accepted by the University, the Contractor agrees to provide goods and/or furnish services in accordance with this RFP/RFQ.

The undersigned acknowledges receipt of the following Addenda if applicable, which are a part of the contract documents:

\_\_\_\_\_

**All issued Addenda must include an authorized signature and be returned with your RFP/RFQ response.**

The undersigned notes the following sections of this proposal represent trade secrets or proprietary information.

**Note:** Pricing information and other financial offers cannot be considered proprietary information.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned agrees their proposal is an offer to the University that may not be withdrawn for a period of ninety (90) calendar days after the RFP/RFQ due date.

The undersigned hereby certifies by signing below; **(a)** that this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation; **(b)** that the undersigned has not directly or indirectly induced or solicited any other Contractor to put in a false or sham proposal; **(c)** that the undersigned has not solicited or induced any person, firm, or corporation to refrain from bidding; and **(d)** that the undersigned has not sought by collusion or kickback to obtain any advantage over any other Contractor or over the University.

Legal Business Name: \_\_\_\_\_

Official Address: \_\_\_\_\_

\_\_\_\_\_

Federal Employment Identification Number: \_\_\_\_\_

State of Iowa Contractors Number (if applicable): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

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

Telephone Number: \_\_\_\_\_

Email \_\_\_\_\_ Date: \_\_\_\_\_

## Section V – Exceptions

List any and all exceptions to this RFP/RFQ in this section. Include page number, section and reason for exception.

**Note:** Attach additional pages if necessary.

**Check one of the following:**

- ☐ Contractor has no exceptions to this RFP/RFQ  
☐ Contractor has the following exceptions to this RFP/RFQ

	<u>Page Number</u>	<u>Section</u>	<u>Exception</u>
1.	<hr/>	<hr/>	<hr/> <hr/>
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## **Section VI – Submittal Checklist**

RFP/RFQ responses will not be considered complete unless all items in the check list are provided. See Section III – Submittal Requirements for more detailed information.

- ☐ Supplement 1 – Submittal Responses
- ☐ Supplement 2 - References
- ☐ Supplement 3 - Pricing
- ☐ Supplement 4 – Supported Software & File Formats
- ☐ Supplement 5 – Data Security
- ☐ Supplement 6 – Accessibility
- ☐ Supplement 7 – Specifications Checklist
- ☐ Supplement 8 – Additional Value Added Services and Technologies
- ☐ Supplement 9 – Training & Support
- ☐ Completed and Signed Section IV - Acceptance Form
- ☐ Completed and Signed Section V - Exceptions

## Attachment A - Standard Terms & Conditions

1. Assignment This Contract (including any future amendments incorporated into the Contract) may not be assigned, transferred, sold, or subcontracted by Contractor without the prior written consent of the University. Should Contractor be purchased (in whole or in part) by another organization or should Contractor wish to assign, transfer, or subcontract the Contract to another Contractor, University shall have the right to terminate the Contract upon reasonable written notification, without penalty to University.
2. Amendments to the Contract This Contract shall not be changed, modified, altered, or amended in any respect without the written mutual consent of both parties.
3. Indemnification The Contractor shall indemnify and hold harmless the University and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from;
  - (a) The material non-performance, non-compliance or breach with terms and obligations of this Contract.
  - (b) Any negligent or wrongful act or omission of the Contractor or its subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person.

The Contractor's indemnification obligation shall not be limited in any way by any definition or boundary on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation, disability benefits or other employee benefit acts.
4. Immunity from Liability Every person who is party to this agreement is hereby notified and agrees that the University, and its agents, successors, and assignees are immune from liability and suit for or from Contractor's activities involving third parties and arising from this Contract.
5. Severability of the Contract In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, but this Contract shall be construed as if such invalid or unenforceable provision had never been contained. Further, in the event that any provision of thi Contract shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.
6. Governing Law Terms and provisions of this Contract shall be construed in accordance with the laws of the State of Iowa, and any and all litigation or actions commenced in connection with this Contract resulting shall be instituted in the appropriate court(s) of the State of Iowa.
7. Use of Name or Intellectual Property Contractor shall not use the name or any intellectual property identifying the University, including, but not limited to, any of the University trademarks or logos, or the name of any employees of the University in any publicity, advertisement or endorsement or as a business reference, without the expressed prior written consent of the University.
8. Force Majeure Subsequent to acceptance by the University, neither party shall be liable for damages due to: lightning, fire, explosion, pest damage, strikes or labor disputes of third parties, floods, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, fuel

or nergy shortages, acts or omissions of communications carriers, unauthorized use of the products, or other causes beyond the party's reasonable control whether or not similar to the foregoing.

9. Right to Retention University may withhold from payment to Contractor, in such an amount or amounts as may be necessary to cover payments that may be earned or due for justified third party claims associated with labor, services, equipment, or materials furnished and/or product or service not provided or not remedied/cured.
10. Failure to Enforce University shall not be required to enforce any right or remedy available under the Contract; however, if University elects to waive a right or remedy under this Contract, University shall not be precluded from asserting said right or remedy thereafter.
11. Access to Contractor Records/Audits Contractor shall retain all records and documents and shall provide unlimited access, at all reasonable times and upon reasonable notice, to all accounting records and supporting documentation relating to the goods and services furnished during the term of this Contract and for a period of seven (7) years thereafter, unless required to retain for a longer period by state or federal statute. University reserves the right to audit such records and employ the Auditor of the State of Iowa or any other auditor the University deem appropriate to perform an audit of Contractor records. Should such audit disclose incorrect billings or improprieties, University reserve the right to charge Contractor for the cost of the audit and pursue appropriate reimbursement. Evidence of criminal intent will be turned over to the proper authority.
12. Code of Fair Practice Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, age, sex, pregnancy, disability, genetic information, status as a U.S. Veteran, service in the U.S. Military, sexual orientation, gender identity, associational preferences, or any other classification that deprives the person of consideration as an individual. Contractor shall take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, creed, color, religion, national origin, age, sex, pregnancy, disability, genetic information, status as a U.S. Veteran, service in the military, sexual orientation, gender identity, associational preferences, or any other classification that deprives the person of consideration as an individual except where it relates to a bona fide occupational qualification. In performance of this Contract, Contractor shall comply with provisions stipulated in Executive Order 11246, or amended by executive order 11375.

In the event of Contractor's noncompliance with the Code of Fair Practice of this Contract or with any of the aforesaid or related regulations, this Contract may be canceled, terminated, or suspended in whole in part and Contractor may be declared ineligible for further agreements with the University. In addition, the University may take any actions or other sanctions as may be imposed or remedies invoked as provided by the Code of Iowa.

13. Gratuities The laws of the State of Iowa prohibit a person who is seeking to enter into a contract with University from, directly or indirectly, offering or making a gift to University employee. See Iowa Code §68B.22 for additional information.
14. Termination – Non-appropriation of Funds Notwithstanding any other provisions of this Contract, if funds anticipated for the continued fulfillment of this Contract are at any time not forthcoming or insufficient, either through the failure of the Iowa Legislature or the Federal government to provide funds or alteration



of the program under which funds were provided, then the University shall have the right to terminate the Contract without penalty by giving written notice documenting lack of funding.

15. Termination This contract may be terminated for any of the following;

- (a) If Contractor is adjudged bankrupt or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of Contractor's insolvency, then University may, after giving Contractor written notice, terminate this Contract, without penalty to the University.
- (b) If the Contractor has failed to deliver goods or services, has delivered non-conforming goods or services or is otherwise in material breach of this Contract, University shall provide a right to cure notice ("Cure Notice"). University may, within their sole discretion, accept or reject any or all proposed cure actions. If after such notice the Contractor continues to be in default, University may, within their sole discretion, terminate the Contract without any further obligation or penalty and procure substitute services from another source and charge the difference between the contracted price and the market price to the Contractor.
- (c) With the mutual agreement of both parties, the Contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.
- (d) University may terminate this Contract without penalty for any reason by giving a 30-calendar day notice.

16. Taxes University is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employees' wages. University is exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor certifies it is either;

- (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by the Code of Iowa Chapter 423; or
- (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in the Code of Iowa §§ 423.1(47) & (48). The Contractor also acknowledges that the University may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the University or its representative filing for damages for breach of contract.

17. Software Accessibility Software solutions, when provided to the University as a part of this Contract, shall be compliant with Federal statute Section 508 standards and W3C.org Web Content Accessibility Guidelines (WCAG 2.0 Level AA) for accessibility for persons with disabilities for the minimum level of accessibility. Review the links provided for specifics related to these referred to standards and guidelines. WCAG guidelines [www.w3.org/TR/WCAG20/](http://www.w3.org/TR/WCAG20/) and Section 508 [www.section508.gov/](http://www.section508.gov/). University reserves the right to request that the Contractor provide audit and/or test results that document the software's compliance and the testing methodology utilized.

18. Subcontractors Contractor shall be responsible for the acts and performance of any subcontractor that Contractor may engage to fulfill any of its obligations set forth in the Contract. Contractor shall be responsible for payment to all subcontractors and Contractors.

- (a) All services provided for Contractor by a subcontractor shall be pursuant to an appropriate

agreement between Contractor and subcontractor. The Contract shall contain provisions that preserve and protect the rights of the University and require services be performed in accordance with the requirements of the Contract.

- (b) Contractor is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the University. Any subcontractor(s) must have been identified in the Contractor's proposal in response to this RFP or be approved in writing by the University prior to the subcontractor(s) starting work relating to the Contract.

- 19. Targeted Small Business Contractor is encouraged to use certified Iowa Targeted Small Businesses in the performance of this Contract. A report may be requested at the completion of the Contract indicating the extent of Targeted Small Businesses participation.
- 20. Contractor's Responsibility Contractor shall obtain all necessary permits, licenses and other government approvals necessary to perform its obligations pursuant to this Contract, and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any government authority.
- 21. Responsibility for Those Performing the Work
  - (a) Contractor shall be responsible for the acts and omissions of all Contractor's employees and all subcontractors, their agents and employees, and all other persons under contract with Contractor, while performing the duties and responsibilities associated with this Contract.
  - (b) Contractor shall at all times enforce strict discipline and good order among Contractor's employees and shall not employ any unfit person or anyone not skilled in the task assigned.
  - (c) Incompetent or incorrigible employees shall be dismissed from the project by Contractor, when so determined by the University. Dismissed individuals shall be prohibited from being employed or utilized by Contractor as part of the services Contractor provides to the University without the written consent of the University.
- 22. Confidentiality A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement except with the other party's prior written permission. Confidential Information means any information or data (including without limitation any formula, pattern, compilation, program, device, method, technique, process, or student "education records," including but not limited to Social Security Numbers, records and information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") records protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and defined in 20 U.S.C. § 1232g(a)(4)(A)(i) or information that is otherwise identified by either party in writing as confidential or is of such a nature that a reasonable person would understand such data and/or information to be confidential) that is disclosed by one party (a disclosing party) to the other party (a receiving party) pursuant to this Agreement, so long as such information is subject to reasonable efforts by the disclosing party to preserve its confidentiality.
- 23. Export Control Contractor shall comply with all U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 774, in the performance of this Contract. In the

absence of available license exemptions/exceptions, Contractor shall be responsible for obtaining the appropriate licenses or other authorizations, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

Prior to disclosing or transferring to the University any hardware, technical data, software or product utilizing any hardware, technical data or software which is subject to export controls under federal law, Contractor shall notify the University in writing of the nature and extent of the export control. University shall have the right to decline any such technical data or product utilizing such data. In the event Contractor sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, University has the right to immediately terminate this Contract.

24. Packaging, Transportation, and Handling All packaging, transportation and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29 CFR 1910.1200, and Iowa Administrative Code.
25. Licensed in Iowa Any Contractor awarded a contract must be licensed to do business in the State of Iowa. ISU reserves the right to waive the license requirement for any state or U.S. territory other than the State of Iowa.
26. Payment Discounts/Invoices Payment discount terms, if part of the contract, should appear on your invoice to insure proper processing. Invoices requesting payment for materials or services provided for the ISU department covered by this contract, shall reference the contract number provided and be mailed to the address below: Iowa State University Purchasing Payables 3617 Administrative Services Building Ames, IA 50011-3617

## Attachment B - Federal Terms & Conditions

1. Termination for Convenience of the Federal Government Notwithstanding any other provisions of this Contract, if this Contract is federally funded then the University shall have the right to terminate this Contract at the direction of the Federal Government for convenience with 30 calendar days written notice. If allowed by the Federal Government, the University will pay the Contractor for work performed up to the point notice was received by the Contractor.
2. FAR Employment Eligibility Verification This contract may involve funding subject to applicable Federal Acquisitions Regulations (FAR) Employment Eligibility Verification clauses of the prime contract. Contractor shall comply with all terms and conditions of the FAR Employment Eligibility Verification clause ([FAR 52.222-54](#))
3. Federal Compliance Contractor shall comply with the provisions set forth below if applicable and shall include them in its subcontracts. These provisions are available in [Appendix A to 2 CFR 215](#).
  - (a) *Equal Employment Opportunity* - All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor".
  - (b) *Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)* - All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C B74), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
  - (c) *Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)* - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency. This does not apply to Federal disaster funding unless otherwise specified by local regulations.
  - (d) *Contract Work Hours and Safety Standards Act (40 U.S.C 327-333)* - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other

contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (e) *Rights to Inventions Made Under a Contract or Agreement* - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (f) *Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended* - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (g) *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)* - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- (h) *Debarment and Suspension (E.O.s 12549 and 12689)* – No contract shall be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

4. Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793) This Contractor and Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and

subcontractors to employ and advance in employment qualified individuals with disabilities.

5. Vietnam-era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA), (38 U.S.C. 4212) This Contractor and Subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
6. Guarantee In filling this order, Contractor warrants and guarantees to University that the articles are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; and the Anti-Kickback Act of 1986.
7. Federal Subcontract If this Contract constitutes a subagreement under a prime contract with a federal agency, the terms and conditions of the prime contract shall prevail.

## Attachment C – Insurance Requirements

The Contractor shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, ISU shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor arising from Contractor's business operation. The Contractor shall assess its own risk and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

### Minimum insurance coverages and requirements are as follows:

#### Commercial General Liability

General Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000

#### Umbrella Liability

\$5,000,000 each occurrence/\$5,000,000 aggregate providing excess liability over the General Liability, Auto Liability and Employers Liability.

#### Professional Liability (Errors and Omissions)

\$2,000,000 per occurrence/\$2,000,000 aggregate

#### Cyberdata Coverage

\$5,000,000 per occurrence/\$5,000,000 aggregate

### Additional Requirements

- The company(ies) providing coverage must be at least A- Class VII rated by A.M. Best Company.
- The State of Iowa; the Board of Regents, State of Iowa; and Iowa State University **must be named as additional insureds** for General Liability, Excess Liability and Cyberdata Liability. All legal entities referenced above must be individually listed on the certificate as an additional insured for liability coverage. Additional insured status shall be on a primary and non-contributory basis.

The Policy shall name Iowa State University; the Board of Regents, State of Iowa; and, the State of Iowa as additional insureds with respect to all operations and related work and shall provide that such insurance applies separately to each insured against whom claim is made or suit is brought. The additional insureds shall be added under CG 2026 endorsement or older edition dates and attached to the certificate of insurance.

- Iowa State University requires occurrence coverage. The certificates should be marked "occurrence." If there is no box marked "occurrence," we require the notation "occurrence form" in the Special Conditions box.
- Contractor must maintain insurance coverage throughout the term of the work. Failure to maintain insurance coverage throughout the term shall be considered a breach of contract.
- All policies must be written on a primary basis, non-contributory with any other insurance and/or any self-insured funds of Iowa State University; State of Iowa; and Board of Regents, State of Iowa.
- Contractor shall require all of its Subcontractors and their respective Sub-subcontractors to carry insurance coverage that meets these same insurance requirements or insure the activities of Subcontractors in the Contractor's own policy.
- All policies and endorsements may not be non-renewed, cancelled or materially changed or altered unless thirty (30) days' advance written notice via certified mail is provided to Iowa State University, Purchasing Department.

### The certificate must be mailed or faxed to:

Iowa State University  
Purchasing Department  
1340 Administrative Services Bldg  
2221 Wanda Daley Drive, Ames, IA 50011-1004  
Phone: 515-294-4860 Fax: 515-294-9606