

REQUEST FOR PROPOSALS

**Iowa Department of Justice
Crime Victim Assistance Division**

**Crime Victim Compensation Program and Sexual Assault Program Management
System**

RFP NO. 2015-02

April 6, 2015

Section 1 Introduction

1. Introduction

1.1 Purpose

This Request for Proposals (RFP) solicits proposals from qualified vendors to provide a crime victim compensation program and sexual assault examination program management system.

1.2 Definitions

For purposes of this RFP, the following terms mean:

1.2.1 “CVAD” means the Iowa Department of Justice, Crime Victim Assistance Division.

1.2.2 “Proposal” means a Vendor’s bid or proposal submitted in response to this RFP.

1.2.3 “Responsive Proposal” means a Proposal that complies with the material provisions of this RFP.

1.2.4 “RFP” means this Request for Proposals and any attachments, exhibits, schedules, or addenda.

1.3 Overview of the services being sought in this RFP

The Crime Victim Assistance Division of the Iowa Attorney General’s Office was established in 1989 to provide services and assistance to victims of violent crimes. It administers programs that directly benefit victims of crime, including those that assist victims with the financial burden resulting from injuries of crime, that assist local crime victim service programs, and that assist the criminal justice system in holding offenders responsible for the effects of their crimes.

CVAD operates the Crime Victim Compensation Program (“CVC Program”). The CVC Program is funded through a combination of state and federal funding sources.

The CVC Program reimburses victims of violent crimes in Iowa for certain incurred costs related to crime. It also collects restitution from offenders when offenders are convicted of crimes and sentenced in the criminal justice system. Restitution includes ordering restitution, collecting restitution, tracking of payments, and exercising subrogation rights.

The Sexual Assault Examination Program (“SAE Program”) is another program operated by the CVAD and is administered in tandem with the CVC Program. As required by Iowa law, the SAE Program pays for all sexual assault examinations that take place at medical facilities in Iowa. The SAE Program pays costs related to sexual assault examinations, including the examiners’ fees, facility fees, lab fees, and prescriptions related to the sexual assault examinations. Providers submit bids directly to the SAE Program. The program then reimburses providers directly.

CVAD uses Claims Assistant software from Emerging Soft Technologies Products to administer the CVC Program and the SAE Program. CVAD also uses Claims Assistant to process claims and payments and to collect data that CVAD needs to comply with federal reporting requirements. Claims Assistant is outdated and ineffective. In fact, it is so ineffective that CVAD uses an ACCESS database to create required reports to the federal government. In addition, CVAD maintains certain records in Paper Vision and DRR formats, which CVAD can only access by using certain computers in the office.

This RFP seeks a Vendor to develop a new system that will be capable of providing case management, payment processing, and data reporting for (1) the CVC Program and (2) the SAE Program. The system must have

- a robust public interface component;
- a robust database and reporting system; and
- the ability to function with paperless workflow.

The system must allow victims to apply for crime victim compensation online. It must also allow CVAD to accept electronic submission of bills and associated documents from providers. In addition, the system must be extremely secure, offer encryption, and comply with all applicable confidentiality and privacy requirements such as HIPPA.

The successful Vendor must also provide CVAD with user manuals with codes, user training, data cleanup, test environment, and maintenance support. Further, the Vendor must migrate the data from the present system and from the Claims Assistant software and, if possible, the data from Paper Vision and DDR so that CVAD can at least access the information in the system.

Due to funding constraints, the successful Vendor will implement the system over three fiscal years. The successful Vendor must work with CVAD to manage the implementation of the project to meet funding stream requirements.

Section 2 Administrative Information

2. Administrative information

2.1 Overview of the RFP process

This RFP provides Vendors with the information needed to prepare competitive Proposals. The RFP process is for CVAD's benefit and is intended to provide CVAD with information to assist in the selection process. It is not intended to be comprehensive. Each Vendor must determine all factors necessary for submission of a comprehensive Proposal.

2.2 Issuing Officer

The Issuing Officer for this RFP is

Robert Hamill

Iowa Department of Justice, Crime Victim Assistance Division

Lucas State Office Building

321 E. 12th Street

Des Moines, Iowa 50319

Telephone : (515) 242-5121

Email : Robert.Hamill@iowa.gov

The Issuing Officer is the sole point of contact regarding the RFP from the date of issuance until CVAD issues a notice of intent to award the contract.

2.3 Restriction on communications

From the issue date of this RFP until a notice of intent to award the contract is issued, Vendors may contact only the Issuing Officer concerning the RFP. The Issuing Officer will respond only to written questions about the procurement process. Questions related to

the interpretation of this RFP must be submitted as provided in § 2.6 of the RFP. CVAD may disqualify any Vendor if it contacts any State employee other than the Issuing Officer about the RFP.

2.4 Downloading the RFP from the Internet

CVAD will post the RFP and any addenda on its website at www.state.ia.us/government/ag/helpingvictims. CVAD will also notify potential Vendors that might be interested in submitting Proposals in response to this RFP. Vendors are solely responsible for checking for any addenda posted CVAD’s website as well as other notices and information related to this RFP.

2.5 Procurement timetable

Relevant Action	Date/Time (Local Time)
.1 CVAD issues RFP:	April 6, 2015
.2 Written questions, requests for clarification, and suggested changes from Vendors due:	April 20, 2015
.3 CVAD’s written response to questions, requests for clarifications, and suggested changes:	May 8, 2015
.4 Proposals Due:	May 18, 2015
.5 Presentations:	Week of June 1, 2015
.6 Anticipated Date to issue Notice of Intent to Award:	June 12, 2015
.7 Anticipated Date to execute contract:	June 27, 2015

2.6 Questions and requests for clarification

Vendors may submit written questions and requests for clarifications about the RFP to the Issuing Officer before the date and time identified in § 2.5 of the RFP. CVAD will not accept oral questions. If the questions or requests for clarifications pertain to a specific section of the RFP, Vendors must reference the page and section number or numbers. CVAD will post written responses to questions or requests for clarifications received from Vendors on or before the date listed in § 2.5 by posting the responses on CVAD’s

website. CVAD's written responses will be part of the RFP. CVAD assumes no responsibility for oral representations made by its officers or employees.

2.7 Amendments to the RFP

CVAD reserves the right to amend the RFP at any time using an addendum. CVAD will post all amendments to the RFP to its website. Each Vendor must acknowledge receipt of all addenda in its Proposal. If CVAD issues an addendum after the due date for receipt of Proposals, CVAD may, in its sole discretion, allow Vendors to amend their Proposals in response to the addendum.

2.8 Amendment or withdrawal of proposal

A Vendor may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing, signed by the Vendor, and received by the time set for the receipt of Proposals. Vendors must notify the Issuing Officer in writing before the due date for Proposals if they wish to completely withdraw their Proposals.

2.9 Submission of proposals

CVAD must receive the Proposal at the e-mail addresses listed below before the "Proposals Due" date listed in § 2.5 of the RFP.

This is a mandatory requirement. CVAD will not waive this requirement. CVAD will reject any Proposal received after this deadline and will return the Proposal unopened to the Vendor.

Vendors must submit PDF copies of their Technical and Cost Proposals to the e-mail addresses identified below. The subject line of each email must identify the RFP by name and number and must also identify if the email attaches a Technical Proposal or Cost Proposal. CVAD will not accept paper or faxed Proposals. Each Vendor must ensure that CVAD receives the Proposal before the deadline.

A Vendor must submit a PDF copy of its Technical Proposal to the Issuing Officer at the following e-mail address:

Robert.Hamill@iowa.gov

A Vendor must submit a PDF copy of its Cost Proposal to the following e-mail address:

Robert.Hamill@iowa.gov

2.10 Completeness of proposals

Vendors must furnish all information necessary to enable CVAD to evaluate the Proposal. CVAD will disqualify Proposals that fail to meet the mandatory requirements of the RFP. Nor will it consider oral information provided by the Vendor as part of the Vendor's Proposal unless it is reduced to writing.

2.11 Proposal opening

CVAD will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Evaluation Committee has reviewed all of the Proposals submitted in response to this RFP and CVAD has announced a notice of intent to award a contract. See Iowa Code § 72.3. CVAD will make the names of the Vendors who submitted timely Proposals publicly available after the Proposal opening. But the announcement of Vendors who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

2.12 Cost of preparing proposal

Each Vendor is solely responsible for the costs to prepare and deliver its Proposal.

2.13 Rejection of proposals

At any time before the execution of a written contract, CVAD reserves the right to reject any Proposal received in response to this RFP and reserves the right to cancel this RFP. Issuance of this RFP does not constitute a commitment by CVAD to enter into a contract.

2.14 Disqualification

CVAD may reject outright and not evaluate Proposals for any one or more of the following reasons:

- 2.14.1 The Vendor fails to deliver the Technical or Cost Proposals, or both, to the designated e-mail addresses by the deadline established in this RFP.
- 2.14.2 The Vendor acknowledges that it cannot meet a requirement of the RFP.
- 2.14.3 The Vendor's Proposal materially changes a requirement of the RFP or the Proposal does not comply with the requirements of the RFP.
- 2.14.4 The Vendor's Proposal limits the rights of CVAD.
- 2.14.5 The Vendor fails to include information necessary to substantiate that it will be able to meet a requirement of the RFP.
- 2.14.6 The Vendor fails to respond timely to CVAD's request for information, documents, or references.
- 2.14.7 The Vendor fails to include any signature, certification, authorization, stipulation, disclosure, or guarantee requested in this RFP.
- 2.14.8 The Vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the requirements of this RFP.
- 2.14.9 The Vendor initiates unauthorized contact regarding the RFP with State employees.
- 2.14.10 The Vendor provides misleading or inaccurate responses.
- 2.14.11 There is insufficient evidence (including evidence submitted by the Vendor and evidence obtained by CVAD from other sources) to satisfy the CVAD that the Vendor is a Responsible Vendor.

2.15 **Nonmaterial variances**

CVAD reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in CVAD's judgment, it is in the State's best interest to do so. Nonmaterial variances include: minor failures to comply that do not affect overall responsiveness,

that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Vendors, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the requirements of the RFP. If CVAD waives or permits cure of nonmaterial variances, the waiver or cure will not modify the RFP requirements or excuse the Vendor from full compliance with RFP specifications or other contract requirements if the Vendor is awarded the contract. The determination of materiality is in the sole discretion of CVAD.

2.16 Reference checks

CVAD reserves the right to contact any reference submitted by a Vendor to evaluate the Proposal, to discuss the Vendor's qualifications, or to discuss the qualifications of any subcontractor identified in the Proposal.

2.17 Information from other sources

CVAD reserves the right to obtain and consider information from other sources concerning a Vendor, such as persons who are knowledgeable about the Vendor's capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Vendor's financial stability, past or pending litigation, and publicly available information.

2.18 Verification of proposal contents

CVAD may verify the content of a Proposal submitted by a Vendor. If CVAD determines in its sole discretion that the content of a Proposal is in any way misleading or inaccurate, CVAD may reject the Proposal.

2.19 Proposal clarification process

CVAD reserves the right to contact a Vendor in writing after the submission of Proposals for the purpose of clarifying a Proposal. CVAD will not consider information received from a Vendor if the information materially alters the content of the Proposal or the type of goods or services, or both, the Vendor is offering to CVAD. An individual authorized to legally bind the Vendor must sign responses to any request for clarification. CVAD may reject a Proposal that fails to comply with requests for additional information.

2.20 Disposition of proposals

All Proposals will become the property of the State and will not be returned to the Vendor, except if CVAD rejects all Proposals before issuing a notice of intent to award. Once CVAD issues a notice of intent to award the Contract, the contents of all Proposals will be in the public domain and be open to inspection, except for information for which a Vendor properly requests confidential treatment or subject to exceptions provided in Iowa Code chapter 22 or other applicable law.

2.21 Public records and requests for confidential treatment

CVAD may treat all information submitted by a Vendor as public records unless the Vendor properly requests that specific parts of the Proposal be treated as confidential when it submits its Proposal. CVAD's release of public records is governed by Iowa Code chapter 22. Vendors should familiarize themselves with chapter 22 before submitting a Proposal. CVAD will copy and produce public records as required to comply with chapter 22 or other applicable law.

A Vendor must include any request for confidential treatment of specific information in the transmittal letter that must accompany a Vendor's Proposal. In addition, the Vendor must identify the specific grounds in Iowa Code chapter 22 or other applicable law that support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. But CVAD will not consider pricing information as confidential information. The request for confidential treatment of information must also include the name, address, email address, and telephone number of the person authorized by the Vendor to respond to any inquiries by CVAD concerning the confidential status of the materials.

If the Vendor is seeking confidential treatment of any information contained in a Proposal, the Vendor must conspicuously mark the Proposal on the outside that it contains confidential information, and each page upon which confidential information appears must be conspicuously marked that it contains confidential information.

Failure to properly identify specific confidential information will relieve CVAD or State personnel from any responsibility if confidential information is viewed by the public or a competitor, or is in any way accidentally released. If Vendor identifies its entire Proposal as confidential, CVAD may reject the Proposal as non-responsive.

If the Vendor designates any portion of the RFP as confidential, the Vendor must submit one copy of the Proposal from which the confidential information has been excised as required by § 3.1.4 of this RFP. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible.

If CVAD receives a request for information that includes information a Vendor has marked as confidential, CVAD will notify the Vendor five calendar days before releasing the information to allow the Vendor to seek injunctive relief under Iowa Code § 22.8. CVAD will release the information marked confidential in response to a request for public records unless a court of competent jurisdiction determines the information is confidential under Iowa Code chapter 22 or other applicable law.

CVAD will treat a Vendor's failure to request confidential treatment of material under this section as a waiver of any right to confidentiality the Vendor may have had.

2.22 Copyright permission

By submitting a Proposal, the Vendor agrees that CVAD may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Vendor consents to such copying and warrants that such copying will not violate the rights of any third party. In addition, by submitting a Proposal, the Vendor agrees that CVAD will have the right to use ideas or adaptations of ideas that are presented in Proposals.

2.23 Release of claims

By submitting a Proposal, the Vendor agrees that it will not bring any claim or cause of action against CVAD based on any misunderstanding concerning the information provided in this RFP or concerning CVAD's failure, negligent or otherwise, to provide the Vendor with pertinent information as intended by this RFP.

2.24 Presentations

The Evaluation Committee may, at its sole discretion, require one or more Vendors to make a presentation that demonstrates the products and services sought by this RFP as well as answering questions by the Evaluation Committee. The Evaluation Committee may elect for the presentations to be done in person or by use of a virtual meeting tool such as GoToMeeting. During the presentation, a Vendor may demonstrate the product and services and answer questions, but it cannot materially change its Proposal.

2.25 Evaluation of proposals

An Evaluation Committee will review Proposals that are timely submitted and are not rejected under § 2.13 or disqualified under § 2.14. The Evaluation Committee will recommend the successful Vendor to the Chief of Staff of the Iowa Attorney General's Office, who can either accept or reject the recommended Vendor. The Chief of Staff's decision is final. CVAD will not necessarily award a contract resulting from this RFP to the Vendor offering the lowest cost. Instead, CVAD will award the Contract to the Vendor whose Responsive Proposal CVAD believes will provide the best value to CVAD and the State.

2.26 Notice of award and acceptance period

After the Chief of Staff selects the Vendor, CVAD will send a notice of intent to award the contract or contracts to all Vendors who submitted timely Proposals. In addition, CVAD may post the notice on its website. A notice of intent to award does not constitute the formation of a contract between CVAD and the apparent successful Vendor. Negotiation and execution of the Contract or Contracts must be completed no later than 90 days from the date of the notice of intent to award or such other time as designated by CVAD. If a successful Vendor fails to negotiate and deliver an executed contract by that date, CVAD, in its sole discretion, may cancel the award and award the contract to another Vendor that CVAD believes will provide the best value to CVAD and the State.

2.27 No contract rights until a contract is signed

No Vendor will acquire any legal or equitable rights regarding the contract being negotiated until the contract has been fully executed by the successful Vendor and CVAD.

2.28 Choice of law and forum

The laws of the State of Iowa will govern this RFP and the contract that results from this process. Changes in applicable laws and rules may affect the award process or the final contract. Vendors are responsible for ascertaining pertinent legal requirements and restrictions. All litigation or actions commenced in connection with this RFP must be brought in the appropriate Iowa forum.

2.29 Restrictions on gifts and activities

Iowa Code chapter 68B restricts gifts that may be given or received by State employees, and requires certain individuals to disclose information concerning their activities with State government. Vendors must determine whether chapter 68B applies to their activities and must comply with the chapter's requirements. In addition, under Iowa Code § 722.1, it is a felony offense to bribe or attempt to bribe a public official.

2.30 Appeals

If a Vendor who submitted a timely Proposal disagrees with an award decision, it may appeal that decision by submitting a written appeal detailing the factual and legal basis for the challenge within five calendar days of the notice of intent to award. The Issuing Officer, or his designee, must submit a written response to the Vendor's written appeal within five business days after receipt of the appeal. If a Vendor appeals an award decision, the Attorney General or his designee will decide the appeal based on the parties' written submissions and oral presentations. The parties will be unable to present any other evidence or call any witnesses to testify. The oral presentations may be held by telephone conference call within seven business days after the Issuing Officer's response to the written appeal. The Attorney General or his designee will issue a written decision within seven business days of the oral argument.

Section 3 Form and Content of Proposals

3. Form and content of proposals

3.1 Instructions

These instructions prescribe the format and content of the Proposal. They are designed to facilitate a uniform review process. CVAD may reject any Proposal that fails to adhere to these instructions.

3.1.1 The Proposal must be typewritten and printable on 8.5" x 11" paper and submitted as PDF documents.

3.1.2 The Proposal must be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. Both the Technical Proposal and the Cost Proposal must be submitted to the e-mail addresses identified in § 2.9 of the RFP. The first page of both the Technical and Cost Proposals must be labeled with the following information:

Response to RFP: Crime Victim Compensation Program and Sexual Assault
Program Management System

Iowa Department of Justice, Crime Victim Assistance Division
Lucas State Office Building
321 E. 12th Street
Des Moines, Iowa 50319

[Vendor's Name and Address]

CVAD is not responsible for misdirected e-mails or premature opening of Proposals if a Proposal is not properly labeled or not sent to the designated email addresses.

3.1.3 The Proposal must be timely submitted to the designated email addresses.

3.1.4 If the Vendor designates any information in its Proposal as confidential as permitted by § 2.21 of the RFP, the Vendor must also submit a PDF copy of the Proposal from which confidential information has been excised as provided in § 2.21.

3.1.5 Proposals must not contain promotional or display materials.

3.1.6 Attachments must be referenced in the Proposal.

3.2 **Technical proposal**

The Technical Proposal must include the following documents and responses in the order given below:

3.2.1 **Transmittal letter**

An individual authorized to legally bind the Vendor must sign the transmittal letter. The letter must include the Vendor's mailing address, email address, and telephone number. The transmittal letter must also include any request for confidential treatment of information under § 2.21 of the RFP.

3.2.2 **Background information**

The Vendor must provide the following general background information:

- .1 Name, address, telephone number, and email address of the Vendor including all d/b/a's, assumed, or other operating names of the Vendor.
- .2 Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company.
- .3 State of incorporation, state of formation, or state of organization.
- .4 Name, address, email address, and telephone number of the Vendor's representative to contact regarding all contractual and technical matters concerning the Proposal.

.5 The successful Vendor will be required to register to do business in Iowa. If Vendor is already registered, provide the date of the Vendor's registration to do business in Iowa and the name of the Vendor's registered agent.

3.2.3 Experience

The Vendor must provide the following information about its experience for the past ten years:

- .1 Number of years in business as a Vendor.
- .2 Level of technical experience in providing the types of services sought by this RFP.
- .3 Description of all services similar to those sought by this RFP that the Vendor has provided to other governmental entities within the last five years. For each similar project, the description must include:
 - (a) Project title;
 - (b) Project role (prime contractor or subcontractor);
 - (c) Start and end dates of service;
 - (d) Contract value;
 - (e) General description of the scope of work;
 - (f) Whether the services were provided timely and within budget; and
 - (g) Contact information for the client's project manager including address, telephone number, and email address.
- .4 Letters of reference or detailed contact information from three previous clients knowledgeable of the Vendor's performance in providing services similar to those sought in this RFP, including a contact person, telephone number, and email address for each reference. CVAD prefers that Vendors submit letters of reference for services that were procured using a competitive selection process.

3.2.4 Termination, debarment, litigation, and investigation

The Vendor must indicate whether any of the following conditions are applicable to the Vendor—or a holding company, parent company, subsidiary, or intermediary company of the Vendor—during the past five years. If any of the following conditions apply, the Vendor must provide the information identified below. If none of these conditions is applicable to the Vendor, the Vendor must so indicate.

- .1 List any contract for services that the Vendor has had that was terminated for convenience, non-performance, non-allocation of funds, or any other reason for which termination occurred before completion of all obligations under the contract provisions.
- .2 List any occurrences where the Vendor has either been subject to default or has received notice of default or failure to perform on a contract. Provide complete details related to the default or notice of default including the other party's name, address, telephone number, and email address.
- .3 List any order, judgment, or decree of any federal or state authority barring, suspending, or otherwise limiting the right of the Vendor to engage in any business, practice, or activity.
- .4 List any damages, penalties, disincentives assessed, or payments withheld, or anything of value traded or given up by the bidder under any of its existing or past contracts as it relates to services performed that are similar to the services sought by this RFP. Include the estimated cost of that incident to the Vendor with the details of the occurrence.
- .5 List and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters related to similar services sought by the RFP.

3.2.5 Specifications and technical requirements

The Vendor must answer whether or not it will comply with each requirement in §§ 4.2, 4.3, 4.4, 4.5, 4.6, and 4.7 of the RFP. Where the context requires more

than a yes or no answer or the RFP indicates, Vendor must explain how it will comply with each requirement in §§ 4.2, 4.3, 4.4, 4.5, 4.6, and 4.7. CVAD may reject any Proposal that merely repeats the requirements. Proposals must identify any deviations from the requirements of this RFP or requirements the Vendor cannot satisfy. CVAD may reject any proposal (1) that deviates from the RFP's requirements or (2) that fails to satisfy any requirement of the RFP.

3.2.6 Acceptance of terms and conditions

The Vendor must specifically agree that the Proposal is predicated upon the acceptance of all contractual terms and conditions stated in § 6 of the RFP. If the Vendor objects to any term or condition, the Vendor must specifically refer to the RFP page and section and provide the reason for the objection. It must also provide language that it suggests be used. The CVAD may reject a Proposal where any objection or response materially alters the RFP.

3.2.7 Certification letter

The Vendor must sign and submit the Certification Letter, which is attached to this RFP as Attachment # 1.

3.2.8 Authorization to release information

The Vendor must sign and submit the Authorization to Release Information Letter, which is attached to this RFP as Attachment # 2.

3.2.9 Firm proposal terms

The Vendor must guarantee in writing the availability of the goods or services, or both, offered and that all Proposal terms, including price, will remain firm a minimum of 120 days following the deadline for submitting Proposals.

3.3 Cost proposal

The Vendor must provide its cost for providing the services sought by this RFP. A Cost Proposal Form is attached to this RFP as Attachment # 8.

Section 4 Specifications and Technical Requirements

4. Specifications and Technical Requirements

4.1 Overview

The successful Vendor will provide the services to CVAD in accordance with the technical specifications defined in this section. The Vendor must address each requirement in this section and explain how it will comply with each requirement. Proposals must be fully responsive to each requirement. CVAD may reject any Proposal that merely repeats the requirements as non-responsive. Proposals must identify any deviations from the requirements of this RFP or requirements the Vendor cannot satisfy. CVAD may reject any Proposal that deviates from the requirements of Section 4 or any requirement of Section that the Vendor cannot satisfy.

4.2 CVC Claims Assistant Application

Attachment # 4 sets forth the specifications for the CVC Claims Assistant Application. Please note that Attachment #4 has been amended to delete the requirement that the system be web-based. A Vendor must state “yes” or “no” to each requirement using the format set forth in Attachment # 6. By indicating “yes,” a Vendor agrees that it will comply with that requirement throughout the full term of the Resulting Contract, if the Vendor is successful. In addition, if specified by the requirement, the Vendor must provide references or supportive materials, or both, to verify the Vendor’s compliance with the requirement. CVAD will evaluate and score these requirements in accordance with Section 5.

In addition to the specifications identified in Attachment # 4, the CVC Claims Assistant Application must include the following functions related to the restitution program, particularly as it relates to increasing restitution collection. It must:

- create and track payment plans with offenders;
- generate notifications to key parties (offender, probation officer, clerk of court, etc.);
- interface with the County Clerk of Courts' databases to improve flow of information regarding restitution orders and the progress of payments;

- calculate payments based on a court order (i.e. joint and several restitution orders vs. individual orders when there are multiple offenders on one claim);
- separately track subrogation/settlement agreements;
- calculate subrogation using our legal formula, with the ability for the user to see calculations; and
- accommodate auditing and reporting needs.

Attachment # 4 also includes the restitution requirements. A Vendor must state “yes” or “no” to each requirement using the format set forth in Attachment # 6. By indicating “yes,” a Vendor agrees that it will comply with that requirement throughout the full term of the Resulting Contract, if the Vendor is successful. In addition, if specified by the requirement, the Vendor must provide references or supportive materials, or both, to verify the Vendor’s compliance with the requirement. CVAD will evaluate and score these requirements in accordance with Section 5.

4.3 CVC Claims Assistant Application for SAE

Attachment # 5 sets forth the specifications for the CVC Claims Assistant Application for SAE. A Vendor must state “yes” or “no” to each requirement using the format set forth in Attachment # 7. By indicating “yes,” a Vendor agrees that it will comply with that requirement throughout the full term of the Resulting Contract, if the Vendor is successful. In addition, if specified by the requirement, the Vendor must provide references or supportive materials, or both, to verify the Vendor’s compliance with the requirement. CVAD will evaluate and score these requirements in accordance with Section 5.

4.4 Plan for implementing the new Crime Victim Compensation Program and Sexual Assault Program Management System

The Proposal must include a plan for implementing the Crime Victim Compensation Program and Sexual Assault Program Management System that will be phased in over three fiscal years. The plan must include

- a timeline for implementation;
- the major steps in implementing the System; and
- the suggested milestones for implementing the system.

4.5 Plan for migrating data from existing CVAD system to new system

The Proposal must also include a plan for migrating the data from the existing Claims Assistant software as well as allowing access to the data presently stored on Paper Vision and DRR.

4.6 Storage of CVAD data on a CVAD server

Vendor will not be required to provide CVAD servers; however, Vendors must estimate the amount of storage required and any other recommended features.

4.7 Maintenance and support

Vendor must describe the maintenance and support for the system that it proposes for the term of the contract.

4.8 Cost

The Vendor must provide the following information in its Cost Proposal. It must provide a lump sum amount to provide the following:

4.8.1 CVC Claims Assistant Application

4.8.2 CVC Claims Assistant Application for SAE

4.8.3 Plan for implementing the Crime Victim Compensation Program and Sexual Assault Program Management System

4.8.4 Plan for migrating data from existing CVAD system to new system

4.8.5 Storage of CVAD data on a CVAD server

Attachment # 8 is the cost form that Vendors must use when submitting its Cost Proposal.

Section 5 Evaluation and Selection

5. Evaluation and Selection

5.1 Introduction

This section describes the evaluation process that CVAD will use to determine which Proposal or Proposals provides the greatest benefit to CVAD and the State. CVAD will not necessarily award any contract resulting from this RFP to the Vendor offering the lowest cost to CVAD. Instead, CVAD will award the contract to the Vendor whose Responsive Proposal CVAD believes will provide the best value to CVAD and the State.

5.2 Evaluation committee

CVAD will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. It will use an Evaluation Committee to review and evaluate the Proposals.

5.3 Evaluation criteria

The Evaluation Committee will evaluate each Proposal using evaluation criteria developed before the Proposals are opened.

5.4 Proposal scoring

5.4.1 Technical proposal scoring

The Evaluation Committee will award points for each component of the technical proposal as set forth below.

Technical Proposal Components	Maximum Points
CVC Claims Assistant Application	200
CVC Claims Assistant Application for SAE	200

Plan for implementing Crime Victim Compensation Program and Sexual Assault Program Management System	200
Plan for migrating data from existing CVAD system to new system	100
Storage of CVAD data on a CVAD server	100
Vendor experience	200
Termination, debarment, litigation, and investigation	100
Presentations	200
Total:	1,300

5.4.2 Cost proposal scoring

The Evaluation Committee will score each cost proposal based on CVAD’s total cost of the system for term of the contract.

For purposes of scoring the maintenance and support costs of the cost proposal, the Evaluation Committee will develop a formula for evaluating those costs before the Proposals are due.

The Evaluation Committee will score the cost proposal based on a ratio of the lowest cost proposal versus the cost of each higher-priced Proposal. Under this formula, the lowest cost proposal receives all of the points assigned to pricing. A cost proposal twice as expensive as the lowest cost proposal would earn half of the available points. The formula is: Weighted Cost Score = (price of lowest cost proposal/price of each higher cost Proposal) x (points assigned to pricing).

Cost proposal pricing	Maximum Points
Price	500

5.4.3 Total possible points for technical and cost proposals

The total possible points for technical and cost proposals is 1,800.

Section 6 Contractual Terms and Conditions

6. Contractual Terms and Conditions

The contract that CVAD expects to award as a result of this RFP is included as Attachment 3.

Attachment 3 is subject to change, modification or supplementation by CVAD. Attachment 3 is provided to enable Vendors to better evaluate the costs associated with the RFP. Vendor must include all costs associated with complying with these requirements in its cost proposal.

By submitting a Proposal, a Vendor acknowledges that it accepts the RFP's specifications and Attachment 3 except as expressly stated in its Proposal. If a Vendor takes exception to a provision, it must state the reason for the exception and set forth in its Proposal the specific contract language it proposes to include in place of the provision. CVAD may, in its sole discretion, reject any Proposal in which exceptions materially change the contract terms and conditions found in Attachment 3 or the requirements of the RFP.

CVAD reserves the right to either award a contract or contracts without further negotiation with the successful Vendor or to negotiate contract terms with the successful Vendor if the best interests of the State would be served.

Attachment # 1
Certification Letter

[Date]

Robert Hamill, Issuing Officer
Iowa Department of Justice, Crime Victim Assistance Division
Lucas State Office Building
321 E. 12th Street
Des Moines, Iowa 50319

Re: Crime Victim Compensation and Restitution Management System Request for Proposal
RFP No. 2015-02
PROPOSAL CERTIFICATIONS

Dear Mr. Hamill:

I certify that the contents of the Proposal submitted on behalf of **[Name of Vendor]** (“Vendor”) in response to the Iowa Department’s for Request for Proposal Number 2015-02 for Crime Victim Compensation and Restitution Management System (“RFP”) are true and accurate. I also certify that Vendor has not knowingly made any false statements in its Proposal.

Certification of Independence

I certify that I am a representative of Vendor expressly authorized to make the following certifications on behalf of Vendor. By submitting a Proposal in response to the RFP, I certify on behalf of Vendor that:

1. Vendor has developed the Proposal independently, without consultation, communication, or agreement with any employee or consultant to CVAD, or with any person serving as a member of the evaluation committee.
2. Vendor has developed the Proposal independently, without consultation, communication, or agreement with any other contractor or parties for the purpose of restricting competition.

3. Unless otherwise required by law, Vendor has not and will not knowingly disclose, directly or indirectly, information found in the Proposal before CVAD's issuance of the Notice of Intent to Award the contract.
4. Vendor has not attempted to induce any other Vendor to submit or not to submit a Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Vendor and CVAD or any other State of Iowa entity that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

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

This certification is a material representation of fact upon which CVAD has relied upon when this transaction was entered into. If it is later determined that Vendor knowingly rendered an erroneous certification, in addition to other remedies available, CVAD may pursue available remedies including debarment of the Vendor, or suspension or termination of the contract.

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

Sincerely,

[Name and Title]

Attachment # 2
Authorization to Release Information Letter

[Date]

Robert Hamill, Issuing Officer
Iowa Department of Justice, Crime Victim Assistance Division
Lucas State Office Building
315 E. 12th Street
Des Moines, Iowa 50319

Re: Crime Victim Compensation and Restitution Management Request for Proposal
RFP No. 2015-02

AUTHORIZATION TO RELEASE INFORMATION

Dear Mr. Hamill:

[Name of Vendor] ("Vendor") hereby authorizes the Iowa Department of Justice, Crime Victim Assistance Division ("CVAD") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Vendor in response to Request for Proposal Number 2015-02 ("RFP").

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

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

Vendor authorizes representatives of CVAD and the Evaluation Committee to contact any of the persons, entities, and references that are, directly or indirectly, listed, submitted, or referenced in the Vendor's Proposal submitted in response to the RFP.

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

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

[Printed Name of Vendor Organization]

[Name and Title of Authorized Representative]

Date

Attachment # 3

Contract Terms and Conditions

*SOFTWARE DEVELOPMENT, INSTALLATION, AND PROFESSIONAL SERVICES
CONTRACT*

This Software Development, Installation, and Professional Services Contract is dated _____, 20__, between the _____ (“Agency”), a department of the State of Iowa created by chapter ___ of the Iowa Code, and _____ (“Contractor”), _____. The parties agree as follows.

7. **Purpose.** The parties are entering into this contract for Contractor to provide _____.

8. **Incorporation of documents.**

8.1 **Incorporation of bidding documents.** This contract incorporates

8.1.1 _____ (RFP); and

8.1.2 Contractor’s proposal in response to the RFP.

8.2 **Resolution of inconsistencies or conflicts in bidding documents.** If there is any inconsistency or conflict between the specific provisions of this contract, the RFP, and Contractor’s response to the RFP, the parties agree that any such inconsistency or conflict will be resolved as follows: (1) by giving preference to the specific provisions of this contract; (2) by giving preference to specific provisions of the RFP; and (3) by giving preference to specific provisions of Contractor’s response to the RFP. This contract’s failure to refer to specific terms of the RFP or Contractor’s response to the RFP does not create a conflict with this contract and does not relieve Contractor of the contractual obligations imposed by the RFP or Contractor’s response to the RFP. Terms offered in Contractor’s proposal that exceed the RFP’s requirements do not create an inconsistency or conflict with the request for proposal or this contract. Nor can Contractor’s response to the RFP impose or imply any contractual obligation on Agency.

9. **Scope of services.**

9.1 Contractor will perform the services identified in Exhibit A, Scope of Work.

9.2 **Delivery.** Contractor must deliver to Agency all Deliverables identified in Schedule A.

9.3 **Agency not required to accept or to install Enhancements.** Contractor must not condition any of Agency's rights or Contractor's obligations under this contract, or any other contract related to the System or the Software, on Agency accepting or installing any Enhancements or additional functionality provided by or through Contractor.

9.4 **Hardware.** Contractor must recommend to Agency all Third-Party hardware necessary or desirable to be acquired to complete the work and provide the Deliverables under this contract. At Agency's sole discretion, Agency will procure the Third-Party hardware directly or require Contractor to procure or make available the Third-Party hardware for Agency upon such terms and conditions that are acceptable to Agency. Contractor represents (i) that all Third-Party hardware procured or made available by or through the Contractor will be new and unused; (ii) that title to the hardware will be free and clear of all liens, security interests, charges and encumbrances, or other restrictions; (iii) that Agency's use and possession of the hardware will not be interrupted or otherwise disturbed by any person or entity asserting a claim under or through Contractor; and (iv) that the hardware will be free of any rightful claim of any Third Person or entity based on patent or copyright infringement, trade secret misappropriation, unfair trade practice, or otherwise.

9.5 **Third-Party Software.** Contractor must recommend to Agency all Third-Party Software necessary or desirable to be acquired to complete work and provide all Deliverables under this contract. At Agency's sole discretion, Agency will license the Third-Party Software directly or request Contractor to license or sublicense the Third-Party Software to or on behalf of Agency at Agency's expense. If Contractor procures Third-Party Software for Agency, Contractor must ensure that all Third-Party Software is licensed to Agency under a license agreement, the terms that are acceptable to Agency.

10. **Compensation.**

10.1 **Compensation.** Agency will pay Contractor for work it performs under this contract in the amount and in manner described in Exhibit B, Compensation.

10.2 **Withholding payments.** Despite anything to the contrary in this contract, Agency may withhold any payment to Contractor if Contractor fails to comply with this contract,

including any problems identified during Agency's monitoring of Contractor's performance.

10.3 Payment is no waiver. By making any payments under this contract, Agency does not waive its ability to challenge any reimbursement for failing to comply with this contract later.

11. Acceptance tests.

11.1 All Deliverables will be subject to Agency's Acceptance Testing and Acceptance, unless otherwise specified in this contract.

11.2 When a Contractor completes a Deliverable, Contractor must deliver a written notice to Agency certifying that the Deliverable meets and conforms to applicable Specifications and is ready for Agency to conduct Acceptance Tests; however, Contractor must pretest the Deliverable to determine that it meets and operates in accordance with applicable Specifications before delivering the notice to Agency.

11.3 At Agency's request, Contractor must assist Agency in performing Acceptance Tests at no additional cost to Agency. Agency will use commercially reasonable efforts to complete Acceptance Testing and provide Contractor with written notice of Acceptance or Non-acceptance with respect to each Deliverable that was evaluated during such Acceptance Testing within 10 business days after delivery of each Deliverable by Contractor.

11.4 Despite the requirements of paragraph 5.3, the parties acknowledge and agree that given the specific nature or type of a Deliverable, it may not be reasonable or possible for Agency to comply with the ten-day review period. If Agency cannot complete its Acceptance Testing within 10 business days after delivery, the parties will establish an alternate date by which Agency will complete its Acceptance Testing.

11.5 If Agency determines that a Deliverable satisfies its Acceptance Tests, Agency will provide Contractor with notice of Acceptance with respect to the Deliverable.

11.6 If Agency determines that a Deliverable fails Acceptance Testing, it will provide Contractor with notice of Non-acceptance. If Agency provides a notice of Non-acceptance to Contractor, Contractor must correct and repair the Deliverable and re-submit it to Agency within 10 business days of Contractor's receipt of notice of Non-

acceptance so that Agency may re-conduct its Acceptance Tests. If a Deliverable fails Acceptance Testing a second time, then Agency may

11.6.1 require Contractor to correct and repair the Deliverable within the time as Agency may specify in a written notice to Contractor;

11.6.2 refuse to accept such Deliverable without penalty and without any obligation to pay any fees or other amounts associated with the Deliverable (or receive a refund of any fees or amounts already paid with respect to such Deliverable);

11.6.3 accept the Deliverable on the condition that any fees or other amounts payable will be reduced or discounted to reflect, to Agency's satisfaction, the Deficiencies present and any reduced value or functionality of the Deliverable or the costs likely to be incurred by the to correct the Deficiencies; or

11.6.4 terminate this contract or seek any and all available remedies, or both, including damages.

11.7 Despite the provision to the contrary in this contract, Agency may terminate this contract without providing Contractor with any notice or opportunity to cure provided for in paragraph 10.4. Agency's right to exercise the foregoing rights and remedies, including termination of this contract, will remain in effect until Acceptance Tests are successfully completed to Agency's satisfaction and Agency has provided Contractor with written notice of Final Acceptance. If Agency determines that all Deliverables satisfy its Acceptance Tests, Agency will provide Contractor with notice of Final Acceptance.

11.8 Contractor's receipt of any notice of Acceptance, including Final Acceptance, with respect to any Deliverable does not constitute a waiver of any of Agency's rights to enforce the terms of this contract or require performance if Contractor breaches this contract or any Deficiency is later discovered with respect to any Deliverable.

12. **Ownership and intellectual property.**

12.1 **Ownership of Contractor-Owned Deliverables.** Contractor will retain all rights, title, and interest in and to Contractor-Owned Deliverables, which may include, for example, but are not limited to, training guides, call center evaluations tools and scripts

that were independently developed by Contractor before the date of this contract, and all copyright, patent, trademark, trade secret, and all other proprietary rights in and to all Deliverables (“Contractor-Owned Deliverables”).

12.2 License to Contractor-Owned Deliverables. After Agency provides Contractor with written notice of Acceptance of the Contractor-Owned Deliverables, Contractor must grant Agency and the State of Iowa a nonexclusive, irrevocable, perpetual, fully paid up, royalty-free, worldwide right and license to use the Contractor-Owned Deliverables. Neither Contractor nor any agent, affiliate, or subcontractor of Contractor will charge Agency or the State of any royalty, license fee, or similar charge for any Contractor-Owned Deliverable if the Federal Government provided funds to fund the work performed under this contract.

12.3 Ownership and assignment of other Deliverables. Contractor agrees that the State of Iowa and Agency will become the sole and exclusive owners of all Deliverables, excluding Contractor-Owned Deliverables and any Third-Party Software. Contractor hereby irrevocably assigns, transfers, and conveys to the State of Iowa and Agency all right, title, and interest in and to all Deliverables, excluding Contractor-Owned Deliverables and any Third-Party Software, and all intellectual property rights and proprietary rights arising out of, embodied in, or related to these 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 (“State-Owned Deliverables”). State-Owned Deliverables also include all modifications, customizations, and enhancements that are made to Contractor-Owned Deliverables and to all other Deliverables that are created, produced, delivered, or provided in the course of performance under this contract. Contractor represents that the State and Agency will acquire good and clear title to all State-Owned Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of Contractor or of any Third Party, including any employee, agent, contractor, subcontractor, subsidiary or affiliate of Contractor. The Contractor—and Contractor’s employees, agents, contractors, subcontractors, subsidiaries and affiliates—does not retain any property interests or other rights in and to the State-Owned Deliverables and must not use any State-Owned Deliverables, in whole or in part, for any purpose, without the prior written consent of Agency and the payment of such royalties or other compensation as Agency deems appropriate. Immediately upon the request of Agency, Contractor will deliver to Agency or destroy, at Agency’s option, all copies of any State-Owned Deliverables in the Contractor’s possession.

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

12.5 **Acknowledgement.** Contractor acknowledges and agrees that the State and Agency, as owners and assignees of the State-Owned Deliverables, will have all rights incident to complete ownership, and may, without limitation:

12.5.1 obtain, secure, file, and apply for any legal protection necessary to secure or protect any rights in and to the State-Owned Deliverables, including the prosecution and issuance of letters patent, copyright registrations, and other analogous protection, and any extensions or renewals with respect thereto;

12.5.2 adapt, change, modify, edit, or use the State-Owned Deliverables as Agency or the State sees fit, including in combination with the works of others, prepare derivative works based on the State-Owned Deliverables, and publish, display, perform, and distribute throughout the world any State-Owned Deliverables in any medium, whether now known or later devised, including, without limitation, any digital or optical medium; and

12.5.3 make, use, sell, license, sublicense, lease, or distribute the State-Owned Deliverables (and any intellectual property rights therein or related thereto) without payment of additional compensation to Contractor or any Third Party.

12.6 **Further Assurances.** At Agency's request, Contractor will execute and deliver any instruments and take any action as may be requested by Agency to establish, perfect, or protect the State's and Agency's rights in and to the State-Owned Deliverables and to carry out the assignments, transfers and conveyances set forth in paragraph 6.3. Contractor will execute any instruments, provide all facts known to it, and do all other things requested by Agency (both during and after the term of this contract) to vest more fully in the State and Agency all ownership rights and intellectual property rights in and to the State-Owned Deliverables. If Agency is unable, after reasonable effort, to secure Contractor's signature on any letters patent, copyright, or other analogous protection relating to the State-Owned Deliverables, for any reason whatsoever, Contractor hereby irrevocably designates and appoints Agency, and its duly authorized

officers, employees and agents, as Contractor's agent and attorney-in-fact, to act for and in its behalf to execute and file any application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright registrations, and other analogous protection, including extensions and renewals thereon, with the same legal force and effect as if executed by Contractor.

12.7 Reservation of rights by the Federal Government. The Contractor acknowledges and agrees that all or a portion of the funding to pay for the Deliverables to be developed or provided under this contract is being provided through a grant from the Federal Government and that—under 45 C.F.R. § 92.34 and any other 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 Software and other Deliverables developed under this Agreement and the copyright in and to the Deliverables.

13. Representations and warranties.

13.1 Contractor represents and warrants that the Deliverables will be free from material Deficiencies and will meet, conform to, and operate in accordance with all Specifications and in accordance with this contract for one year following the date on which Agency provides written notice of Final Acceptance (the "Warranty Period"). During the Warranty Period, Contractor will—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 promptly upon receiving notice of any Deficiencies or failures from Agency. If the Contractor is unable to repair, correct, or replace the Deliverable to Agency's satisfaction, Contractor will refund the fees or other amounts paid for the Deliverables and for any services related to the Deliverables. The foregoing does not constitute an exclusive remedy under this contract, and Agency may pursue any other available contractual, legal, or equitable remedies. Contractor must be available at all reasonable times to assist Agency with questions, problems, or concerns about the Deliverables, to inform 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 even if Agency has accepted the Deliverables, and provide Agency with all necessary materials with respect to any repaired or corrected Deliverable.

13.2 Contractor represents and warrants that it is fully aware of Agency's business requirements and intended purposes and uses for the Deliverables as set forth in this contract and that the Deliverables will satisfy those requirements in all material respects and are fit for the intended purposes and uses.

13.3 Contractor represents and warrants (i) that all Deliverables, excluding any Third-Party Software and Third-Party hardware, be wholly original with and prepared solely by Contractor; (ii) that it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses, and authority necessary to provide the services and Deliverables to Agency under this contract and to assign, grant, and convey the rights, benefits, licenses, and other rights assigned, granted, or conveyed to Agency under this contract without violating any rights of any Third Party; (iii) that it has not previously and will not grant any rights in any Deliverables to any Third Party that are inconsistent with the rights granted to Agency in this contract; and (iv) that Agency will peacefully and quietly have, hold, possess, use, and enjoy the Deliverables without suit, disruption, or interruption.

13.4 Contractor represents and warrants (i) that the Deliverables, including all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables; and (ii) that Agency's use of, and exercise of any rights with respect to, the Deliverables do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress, or other intellectual property right, proprietary right, or personal right of any Third Party. Contractor further represents and warrants that 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, personal right, or misappropriation of a trade secret related to the Deliverables. Contractor must inform Agency in writing immediately upon becoming aware of any actual, potential, or threatened claim of or cause of action for infringement or violation of an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If a claim or cause of action arises or is likely to arise, then Contractor must, at Agency's request and at the Contractor's sole expense, (i) procure for Agency the right or license to continue to use the Deliverable at issue; (ii) replace the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation; (iii) 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 (iv) accept the return of the Deliverable at issue and refund to Agency all fees, charges and any other amounts paid by Agency under this contract, or with respect to the

Software License Agreement as provided in paragraph 7.13, with respect to the Deliverable. In addition, Contractor agrees to indemnify, protect, and hold harmless Agency and the State and their officers, directors, employees, officials, and agents as provided in the Indemnification section of this contract, including for any breach of the representations and warranties made by Contractor in paragraph 7. The foregoing remedies are in addition to and not exclusive of other remedies available to Agency and survive termination of this contract.

13.5 All warranties made by Contractor in this contract—whether or not this contract specifically denominates Contractor's promise as a warranty or whether the warranty is created only by Contractor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to Agency—will 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 goods and services provided by the Contractor.

13.6 Contractor represents and warrants that all services to be performed under this contract will be performed in a professional, competent, diligent, and workmanlike manner by knowledgeable, trained, and qualified personnel, all in accordance with 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 will be the generally accepted industry standard.

13.7 Contractor represents and warrants that it has complied with, and will comply with, all applicable federal, state, foreign, and local laws, rules, regulations, codes, and ordinances in connection with its performance of its obligations under this contract.

13.8 Contractor represents and warrants that it has no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with the performance of its obligations under this contract.

13.9 Contractor represents and warrants that the Deliverables will comply with any applicable federal, state, foreign, and local laws, rules, regulations, codes, and ordinances in effect during the term of this contract, including applicable provisions of section 508 of the Rehabilitation Act of 1973, as amended, and all standards and

requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Department of Administrative Services, Information Technology Enterprise.

13.10 Contractor represents and warrants that it will comply with and adhere to all Agency and State information technology standards as provided in paragraph 14, and that Contractor will take all precautions necessary to prevent unauthorized access to Agency's and the State's systems, networks, computers, property, records, data, and information.

13.11 Contractor represents and warrants that it is not in arrears with respect to the payment of any monies due and owing the State or any department, agency, or other governmental entity, including but not limited to the payment of taxes and employee benefits, and it will not become so during the term of this contract.

13.12 Contractor represents and warrants that, for the duration of the contract and the Warranty Period, all Documentation will accurately reflect the operation of any Deliverable to which the Documentation pertains and will enable Agency to use, modify, and maintain the Deliverable and the System fully and completely.

13.13 Contractor acknowledges that, under the terms of the Software License Agreement, Agency and Licensor have agreed that Agency will make payment of the License Fee owed to Licensor under the terms of the Software License Agreement through and to Contractor, as provided in Exhibit B. Contractor will remit all License Fee payments received from Agency to Licensor in accordance with the Subcontract between Contractor and Licensor. Contractor agrees to indemnify Agency and the State and their officers, directors, employees, officials and agents as provided in the Indemnification section of this contract for any breach of the representations, warranties, and agreements made by Contractor in this paragraph.

14. Control of staff.

14.1 All staff provided by Contractor under this contract will be under Contractor's direct control and supervision.

14.2 Contractor is solely responsible for selecting, hiring, disciplining, firing, and compensating its staff. If Agency believes that any of Contractor's staff fails to perform duties in a manner that is consistent with this contract, Agency will notify Contractor.

Contractor will then investigate and, if appropriate, discipline, or reassign the staff. Agency lacks any authority to discipline or reassign Contractor's staff, except that Agency has the authority to demand that a particular staff member not be assigned to provide services under this contract.

14.3 Insurance, benefits, and compensation. Contractor must provide for and pay all employment costs of its staff including, but not limited to, workers' compensation, unemployment insurance, health insurance, and other benefits and compensation, and must make and remit all payroll withholdings with respect to the staff, all as required by law. Agency will have no liability whatsoever for any of those employment costs. Contractor must provide Agency with evidence of the payment of compliance with this paragraph when requested by Agency.

14.4 Independent contractor. Contractor is an independent contractor. Agency will not provide Contractor with any office space, support staff, equipment, or tools. Contractor and its staff are ineligible for any State of Iowa employee benefits, including but not limited to, retirement benefits, insurance coverage, and the like. Contractor and its staff are not employees of the State of Iowa or Agency for federal or state tax purposes. Agency will not withhold taxes on behalf of Contractor, unless required to do so by law. Contractor is solely responsible for payment of all taxes in connection with any income earned from performing this contract.

15. Term.

15.1 Initial term. The initial term of this contract is from _____, 20__, through _____, 20__, unless the contract is terminated earlier in accordance with this contract.

15.2 Renewal terms. Agency may renew this contract for three additional one-year terms.

16. Termination.

16.1 Immediate termination by Agency. Agency may immediately terminate this contract when one or more of the following events occurs:

16.1.1 Contractor fails to comply with any provision of this contract that provides for immediate termination; or

16.1.2 Agency determines that Contractor made a statement, representation, warranty, or certification that is materially false, deceptive, incorrect, or incomplete.

16.2 Termination on notice by Agency. Following 30 days' written notice, Agency may terminate this contract in whole or in part for convenience without the payment of any penalty or incurring any further obligation to Contractor. Following termination upon notice, Agency will pay Contractor, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination.

16.3 Termination for cause by Agency. Agency may declare Contractor to be in default of its obligations under this contract when any of the following events occurs:

16.3.1 Contractor fails to observe and perform any covenant, condition or obligation created by the contract;

16.3.2 Contractor fails to make substantial and timely progress toward performance of the contract;

16.3.3 Contractor's work product and services fail to conform with the requirements of this contract; or

16.3.4 Contractor's work product or services infringe on any patent, trademark, copyright, trade dress, or any other intellectual property right.

16.4 Notice of default. If there is a default event that Contractor can cure, Agency must provide written notice to Contractor requesting that the breach or noncompliance be immediately remedied. If the breach or noncompliance continues 10 days beyond the date of the written notice, Agency may:

16.4.1 immediately terminate the contract without additional written notice; or

16.4.2 enforce the terms and conditions of the contract and seek any legal or equitable remedies.

In either event, Agency may seek damages due to the breach or failure to comply with the terms of the contract.

16.5 Termination by Agency due to lack of funds or change in law. Despite anything in this contract to the contrary, and subject to the limitations, conditions, and procedures set forth below, Agency may terminate this contract without penalty by giving 60 days' written notice to Contractor if any of the following occurs:

16.5.1 the legislature or governor fails to appropriate funds sufficient to allow Agency to operate as required and to fulfill its obligations under this contract;

16.5.2 if funds are de-appropriated or not allocated;

16.5.3 if the federal government reduces or eliminates the federal grant;

16.5.4 if Agency's authorization to operate is withdrawn or there a material alteration in the programs administered by Agency;

16.5.5 if Agency's duties are substantially modified.

16.6 Contractor's remedies if Agency terminates the contract due to lack of funds or change in law. If Agency terminates this contract due to lack of funds or change in law as provided above, Contractor's exclusive, sole, and complete remedy is the payment for services completed prior to and including the date of termination.

16.7 Contractor's duties on termination. When Contractor receives Agency's notice of termination for any reason allowed under this contract, Contractor must:

16.7.1 cease all work under this contract except any work that Agency directs Contractor to perform;

16.7.2 comply with Agency's instructions for the timely transfer of any active files and related work product;

16.7.3 cooperate in good faith with Agency during the transition period between the notification of termination and the substitution of any replacement contractor; and

16.7.4 immediately deliver to Agency any and all Deliverables—including State-Owned Deliverables, Source Code, object code, Software, and Documentation—for which Agency has made payment, in whole or in part, that is in the possession or under the control of the Contractor, its agents, and subcontractors in whatever stage of development and form of recordation.

16.8 **Set off.** Should Agency obtain a money judgment against Contractor because of a default under this contract, Contractor consents to such judgment being set off from moneys owed Contractor by the State of Iowa or any other agency of the State of Iowa under any other contract.

17. **Indemnification.**

17.1 **Contractor's indemnification of Agency.** Contractor must indemnify the State of Iowa and Agency from any and all liabilities, damages, settlements, judgments, costs and expenses, related to or arising from:

17.1.1 Contractor's negligent acts or omissions;

17.1.2 Contractor's performance or attempted performance of this contract;

17.1.3 Contractor's failure to comply with all local, state and federal laws and regulations; or

17.1.4 Contractor's failure 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 Contractor to conduct business in the State of Iowa.

17.2 **Survives termination.** All indemnification obligations imposed by this paragraph survive the termination of this contract.

18. **Insurance.**

18.1 **Contractor's insurance requirements.** Contractor must maintain in effect, with insurance companies of recognized responsibility, at its expense, insurance covering its work of the type and in amounts required by this contract. Contractor's insurance must, among other things, insure against any loss or damage resulting from Contractor's

performance of this contract. These insurance policies must remain in full force and effect for the entire life of this contract and must not be canceled except after 30 days' written notice to Agency.

18.2 Amount of insurance required. Unless otherwise requested by Agency, Contractor must, at its sole cost, cause to be issued and maintained during the entire term of this contract not less than the insurance coverages identified below. Each insurance policy must name the State of Iowa and Agency as additional insureds or loss payees, as applicable:

TYPE OF INSURANCE	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	Combined Single Limit	\$1Million
	Umbrella coverage	\$1 Million
Automobile Liability (including any auto, hired autos, and non-owned autos)	Combined Single Limit	\$1 Million
	Umbrella	\$1 Million
Workers Compensation and Employer Liability	As required by Iowa law	As required by Iowa law
Professional Liability Insurance	Aggregate	\$ 2 Million
	Per Claim	\$ 1 Million

18.3 Claims provisions. All insurance policies required by this contract must provide coverage for all claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy.

18.4 Certificates of coverage. Contractor must submit the certificates of insurance described above to Agency within 30 days after the contract's effective date. The certificates must state that the insurer cannot cancel the insurance without giving Agency at least 30 days prior written notice.

18.5 No limitation of liability. Agency's acceptance of the insurance certificates does not relieve Contractor of any obligation imposed by this contract. Only companies authorized to transact business in the State of Iowa may issue the insurance policies and

certificates required by this contract. Contractor must maintain the required insurance policies current and without lapse in coverage during the term of this contract.

19. Limitations on Contractor liability.

19.1 Limitations on Contractor liability. The maximum liability of the Contractor under this contract will be two times the amount the Contractor will be paid by Agency under the contract.

19.2 Prohibited limitations of Contractor liability. Under no circumstances will the limitation identified in paragraph 13.1 apply to:

19.2.1 intentional torts, criminal acts, fraudulent conduct, intentional or willful misconduct, or gross negligence of Contractor, its officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors;

19.2.2 claims related to death, bodily injury, or damage to real or personal property;

19.2.3 any contractual obligations of the Contractor pertaining to indemnification, intellectual property, liquidated damages, compliance with applicable laws, or confidential information; or

19.2.4 claims arising under provisions of this contract calling for indemnification of the State for Third-Party claims against the State for bodily injury to persons or for damage to real or tangible personal property caused by the negligence or willful conduct of Contractor, its officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors.

20. IT standards and security.

20.1 Contractor must comply with all applicable Agency and State information technology standards, including, without limitation, all technical and security standards, procedures, and protocols. The State of Iowa's current standards are accessible online at <http://das.ite.iowa.gov/standards/>. Contractor agrees to provide training to its employees and subcontractors concerning these standards, procedures, and protocols.

20.2 Contractor must take all precautions and actions necessary (i) to prevent unauthorized access to Agency's and the State's systems, networks, computers, property, records, data, and information; and (ii) to ensure that all of Agency's and the State's documentation, electronic files, data, and systems are developed, used, and maintained in a secure manner, protecting their confidentiality, integrity, and availability.

20.3 Contractor must not copy, reproduce, transmit, or remove any Agency or State information or data without the prior written consent of Agency. Contractor agrees that it will be liable for any damages, losses, and expenses suffered or incurred by Agency or the State as a result of (a) any breach of paragraph 14, or (b) any breaches of security, including those described below, that are caused by any action or omission of Contractor or Contractor's employees, agents and subcontractors. Breaches of security include, but are not limited to:

20.3.1 disclosure of confidential or sensitive information;

20.3.2 unauthorized access to Agency or State systems;

20.3.3 illegal technology transfer;

20.3.4 sabotage or destruction of Agency or State information or information systems;

20.3.5 compromise or denial of Agency or State information or information systems; and

20.3.6 theft.

20.4 Contractor must immediately report to Agency any breach of security. If there is breach of paragraph 14 or any breach of security as described in this contract, Agency may terminate this contract immediately without penalty or liability to Agency and the State and without giving Contractor any opportunity to cure.

21. **Confidential information.**

21.1 **Access to confidential information.** When performing its responsibilities under this contract, Contractor and its employees, agents, and subcontractors may have

access to confidential information. Contractor must designate one individual who will be responsible for all confidential information collected, used, or disseminated by Contractor when performing this contract. Contractor must also supervise and train its employees, agents, and subcontractors to ensure compliance with confidentiality requirements.

21.2 No dissemination of confidential information. Contractor must not disseminate any confidential information collected, maintained, or used when performing its obligations under this contract except as authorized by law, this contract, or Agency, either during the term of this contract or thereafter. Contractor must promptly return to Agency any data collected, maintained, created, provided, or used in the course of the performance of the contract, in whatever form it is maintained, at Agency's request.

21.3 Subpoena. If a subpoena or other legal process is served upon Contractor for records containing confidential information, Contractor must promptly notify Agency and cooperate with Agency in any lawful effort to protect the confidential information.

21.4 Reporting of unauthorized disclosure. Contractor must immediately report to Agency any unauthorized disclosure of confidential information.

21.5 Survives termination. Contractor's obligation to maintain the confidentiality of confidential information survives termination of this contract.

22. Project management and reporting.

22.1 Project managers. When this contract is executed, each party must 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 will be available to meet, as otherwise mutually agreed, as required to plan the services being provided under this contract.

22.2 Review meetings. The project managers will meet regularly to discuss Contractor's performance. Each party will provide a status report, as desired by a project manager, listing any problems or concerns encountered since the last meeting. Each party will maintain records of such reports and other communications issued in writing during the course of this contract.

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

22.3.1 any event not within the control of Contractor or Agency that accounts for the problem;

22.3.2 any damages incurred as a result of any party's failure to perform its obligations under this contract; and

22.3.3 any request or demand for services by one party that another party believes is not included within the terms of this contract.

22.4 Project problem reporting requirements. A party's acceptance of a problem report does not relieve any party of any obligation imposed by this contract. A party's failure to identify a problem does not waive performance of any obligation imposed under this contract. Where other provisions of this contract require notification of an event in writing, the written report constitutes valid notice.

23. Fiscal procedures.

23.1 Contractor's accounting system. Contractor represents that its accounting system is adequate to comply with this contract.

23.2 Audit exceptions. If an authorized federal or state audit takes exception to the services provided under this contract for which federal or state reimbursement has been paid, Contractor must refund the reimbursement if the audit exception is due to the Contractor's error. If the audit exception is due solely to Agency's error, Agency is responsible for the reimbursement. If the audit exception is a joint responsibility, the parties will work together to achieve an equitable resolution.

24. Definitions. In addition to any other terms that may be defined elsewhere in this Agreement, the following terms have the following meanings:

24.1 “Acceptance” means that Agency has determined that one or more Deliverables satisfy Agency’s Acceptance Tests.

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

24.3 “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, as reasonably determined by Agency. Acceptance Testing may include testing of individual or multiple units, modules or components, system or integration testing, user-acceptance testing, load and stress testing, system security testing, network testing, recovery and backup testing, data transfer, migration and conversion testing, and Documentation review.

24.4 “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.

24.5 “Deliverables” mean the System, Software, Source Code, Documentation, hardware, goods, services, work, work product, items, materials and property to be created, developed, produced, delivered, performed or provided by or on behalf of, or made available through, Contractor in connection with this contract. Except as otherwise provided in this contract, Deliverables include inventions, ideas, concepts, discoveries, methodologies, processes, applications, programs, software, source code, object code, and any other code, language or programming in any stage of development, improvements, modifications, Enhancements, upgrades, releases, works-in-progress, techniques, know-how, designs, creative works and original works of authorship, work product, derivative works, Specifications, data, databases, compositions of matter, drawings, notes, plans, papers, graphics, copy, artwork, images, templates, forms, reports, studies, screen designs, utilities, routines, tests, devices, materials, documents, information, content, and all other tangible and intangible works, materials and property of any kind and nature that are related to the Deliverables or created, developed, produced, delivered, or provided by or on behalf of, or made available through, Contractor in connection with this contract.

24.6 “Documentation” means 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 related to or used in conjunction with the Deliverables, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media.

24.7 “Enhancements” means all updates, upgrades, patches, additions, modifications or other enhancements provided by or on behalf of, or made available through, Contractor with respect to the Software, any new releases of Software, and all changes to the Documentation and Source Code made as a result of Enhancements.

24.8 “Final Acceptance” means that Agency has determined that all Deliverables satisfy Agency’s Acceptance Tests.

24.9 “Licensor” means _____, the licensor under the terms of the Software License Agreement.

24.10 “Non-acceptance” means that Agency has determined that one or more Deliverables have not satisfied Agency’s Acceptance Tests.

24.11 “Project” means the project to develop and implement _____ and all services and Deliverables to be performed and provided by Contractor as described in this contract and Project Contracts.

24.12 “Project Agreements” means this contract, the Software Maintenance and Technical Support Contract, and the Data Hosting Services Contract entered into between the Contractor and Agency.

24.13 “Project Plan” means the Project Plan to be developed and provided as a Deliverable during the Project. The Project Plan may be modified from time to time upon written agreement of the parties; and these modifications do not require an amendment to this contract.

24.14 “Security” means the ability to protect from unauthorized access, use, disclosure, disruption, modification, or destruction the confidentiality, integrity, and availability of information systems and information processed, stored, and transmitted.

24.15 “Software” means the software products licensed to Agency under the Software License Contract and all other software, programs, applications and components that are developed or provided by or on behalf of the Contractor to Agency under this contract, licensed under the Software License Contract, or both. The term “Software” includes all Source Code, object code, Documentation and Enhancements for or related to the Software, all copies of the foregoing, and any Public Code used or incorporated in the Software.

24.16 “Software License Contract” means the Software License Contract between Licensor and Agency related to this contract.

24.17 “Source Code” means the human-readable source code, source program, scripts, or programming language, including HTML, XML, XHTML, Visual Basic, and JAVA, for or related to any program, application, or software (including the Software). Source Code also includes all source code listings, instructions (including compile instructions), programmer’s notes, commentary and all related technical information, and Documentation, including all information and Documentation that is necessary or useful for purposes of maintaining, repairing or making modifications or enhancements to any source code, program, application or software (including the Software).

24.18 “Specifications” means all specifications, requirements, technical standards, performance standards, measures, representations and other criteria related to the Deliverables stated or expressed in this contract including the Documentation, the RFP, and the Proposal. Specifications also 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.

24.19 “System” means the sum total of the Software, the database systems, the network architecture, the security architecture and the associated hardware, Software, and other Deliverables that will be created, delivered, developed, provided, and implemented by Contractor for Agency under this contract and the Project Agreements, all technical design documents, software, databases, formats, Documentation, reports, memoranda, studies, plans, designs, specifications, statements, drawings, materials, Exhibits, Schedules, and other documents or materials, in whatever media, developed by or on behalf of, or made available through Contractor in the performance of work under this contract and the Project Agreements.

24.20 “Third Party” means a person or entity—including, but not limited to any form of business organization, such as a corporation, partnership, limited liability corporation, association, etc.—that is not a party to this contract.

24.21 “User” means any Third Party that is authorized or permitted by Agency or a governmental entity to access or use the Software, the System, and its functions.

25. Contract administration.

25.1 **Compliance with laws.** Contractor must comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing services under this contract. Contractor represents that it has complied with all federal, state, and local laws regarding any business permits and licenses that may be required to carry out the work to be performed under this contract.

25.2 **Amendments.** No supplement, modification, or amendment of this contract will be binding unless it is in writing and signed by both parties.

25.3 **Third parties.** This contract has no third-party beneficiaries; it benefits only Agency and Contractor.

25.4 **Assignment and delegation.** No party may assign, transfer, or convey in whole or in part this contract without the prior written consent of the other party. For purposes of this clause, a transfer of a controlling interest in Contractor constitutes an assignment.

25.5 **Choice of law and forum.** Iowa law governs this contract without regard to its choice-of-law provisions. Any litigation arising out of or related to this contract must be brought in Polk County District Court, Des Moines, Iowa.

25.6 **Representations.** Each party represents to the other that:

25.6.1 It has the right, power, and authority to enter into and perform its obligations under this contract.

25.6.2 It has taken all requisite action (corporate, statutory, or otherwise) to approve the execution, delivery, and performance of this contract.

25.6.3 This contract constitutes a legal, valid, and binding obligation on itself in accordance with its terms.

25.7 **Integration.** This contract constitutes the entire agreement between the parties and none of the parties are relying on any representations that may have been made that are not included in this contract.

25.8 **Not a joint venture.** Nothing in this contract creates the relationship of a partnership, joint venture, or other association of any kind, or agent and principal relationship between the parties. Each party is an independent contractor to the other contracting for services and acting toward the mutual benefits derived from this contract. No party, unless otherwise specifically authorized in this contract, has the authority to enter into any contract or create any obligation or liability on behalf of, in the name of, or be binding on another party to this contract.

25.9 **Obligations beyond the term of this contract.** This contract will remain in full force and effect to the end of the specified term or until terminated or canceled under this contract. All obligations of the parties incurred or existing under this contract as of the expiration, termination, or cancellation will survive the termination or cancellation of this contract.

25.10 **Supersedes former agreements.** This contract supersedes all prior contracts between Agency and Contractor for the services provided under this contract.

25.11 **Waiver.** No waiver of any term of this contract constitutes a waiver of any other provision, whether similar or dissimilar. No waiver of any term constitutes a continuing waiver of that term. No waiver is binding unless it signed in writing by the waiving party.

25.12 **Notices.** Whenever this contract requires a party to send notice or other communication to the other party, the notice must be in writing and must be delivered personally or sent by certified or registered mail, or by overnight courier, postage prepaid, or by e-mail message to the following addresses:

If to Agency:

If to Contractor:

A notice is effective either (1) on the day of personal delivery, or (2) two days after the date of mailing, whichever is earlier.

25.13 **Severability.** If any term of this contract is for any reason invalid or unenforceable, the rest of the contract remains fully valid and enforceable.

25.14 **Cumulative rights.** The various rights, powers, options, elections, and remedies of any party in this contract are cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies, or priorities allowed either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains unremedied, unsatisfied, or undischarged.

25.15 **Time is of the essence.** Time is of the essence with respect to the performance of the terms of this contract.

25.16 **Successors in interest.** This contract binds and inures to the benefit of all parties and their successors, assigns, and legal representatives.

25.17 **Record retention and access.** Contractor shall maintain books, records, and documents that sufficiently and properly document and calculate all charges billed to Agency throughout the term of this contract for a period of at least 5 years following the date of final payment or completion of any required audit, whichever is later. Contractor shall permit the Auditor of the State of Iowa or any authorized representative of the State of Iowa 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 Contractor relating to orders, invoices, or payments or any other documentation or materials pertaining to this contract. Contractor shall not impose a charge for audit or examination of Contractor's books and records.

25.18 **Award of related contracts.** Agency may undertake or award supplemental or successor contracts for work related to this contract. Contractor will cooperate fully with other contractors, consultants, and other persons who may be engaged by Agency or the State in connection with this contract. Contractor will ensure that any of its contractors or subcontractors that have been approved by Agency will abide by this provision.

25.19 Hardware and Equipment. If any hardware and other equipment owned by Contractor is used in connection with this contract are subject to the security interest or a legal or equitable interest by a Third Party, Contractor must ensure that Agency will be notified of a default occurring under the instrument and if Contractor does not cure the default within the time allowed, Agency may, in its sole discretion, cure the default by Contractor and assess or set off all costs associated with affecting cure, including but not limited to, the amount in default and reasonable attorneys fees against Contractor.

25.20 Disclaimer. All information contained in the RFP reflects the information available to Agency at the time the RFP was prepared. Agency does not warrant the accuracy of that information and will not be liable for any errors or omissions, or the results of errors or omissions, which may be discovered, at any time, to exist in those documents.

25.21 Assignment of Third Party warranties. Contractor hereby assigns and will assign to Agency any existing and future warranties, indemnities, and other benefits obtained or available from the licensor of any Third-Party Software or the manufacturer of any equipment or replacement parts provided or otherwise furnished in connection with this contract.

25.22 Notification of events. Contractor must notify Agency in writing if one or more of the following has been engaged in by or occurred with respect to Contractor or any corporation, shareholder, or entity having or owning a controlling interest in Contractor:

25.22.1 Contractor files or permits the filing against it 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; or

25.22.2 seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets; or

25.22.3 making an assignment for the benefit of creditors; or

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

25.22.5 an order is entered approving an involuntary petition to reorganize the business of Contractor for all or part of its property; or

25.22.6 if a writ or warrant of attachment, execution, distraint, levy, possession or any similar process that may materially affect the operation of Contractor is issued by any court or admin agency against all or any material portion of Contractor's property; or

25.22.7 taking any action to authorize any of the foregoing.

25.23 Contractor's certification regarding suspension and debarment. Contractor certifies under 31 C.F.R. Part 19 that neither it nor its principles are presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency. Contractor further agrees to comply with the regulations implementing executive order 12549 regarding debarment and suspension.

25.24 Contractor's certification regarding lobbying. Contractor certifies that:

25.24.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or

the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

25.24.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

25.24.3 Contractor must require that the language of this section be included in the award documents for all subawards at all levels—including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements—and that all subrecipients must certify and disclose accordingly.

25.24.4 This certification is a material representation of fact upon which Agency relied on when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code of Federal Regulations. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

25.25 Contractor's certification regarding brokering. Contractor certifies 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 except bona fide employees or selling agents maintained by the Contractor for the purpose of securing business. For breach or violation of this certification, Agency may terminate this contract without liability, or in its discretion, deduct from the contract price or to otherwise recover the full amount of such commission, percentage, brokerage, or contingency.

The parties are signing this contract on the date stated in the introductory paragraph.

IOWA DEPARTMENT OF

By: _____
_____, Director

CONTRACTOR NAME

By: _____

Exhibit A

Software Development, Installation, and Professional Services Contract: Scope of Work

1.

2.

Exhibit B

Software Development, Installation, and Professional Services Contract: Compensation