

REQUEST FOR PROPOSALS

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

Online Victim Training Academy

RFP NO. 2017-12

December 19, 2017

Section 1 Introduction

1. Introduction

1.1 Purpose

This Request for Proposals (RFP) solicits proposals from qualified contractors to develop a dynamic web-based training academy on an e-learning/learning 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 Contractor'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 to this RFP.

1.3 Overview of the services being sought in this RFP

The Crime Victim Assistance Division ("CVAD") of the Iowa Attorney General's Office seeks a Contractor to develop a web-based training academy on an E-learning/Learning Management System (LMS). The Contractor will select a specific LMS system and develop a dynamic Victim Training Academy ("VTA") for the State of Iowa. The VTA will consist of a minimum of four individual learning modules including but not limited to, the following topics: "Crime Victims' Rights in Iowa," "The Role of a Victim Service Professional," "Ethics" and "Safety Planning." Additional modules to be created could

potentially include “Iowa’s Crime Victim Compensation Program,” “CVAD 101,” “Identity Theft Passport Program,” or other topics related solely to internal CVAD programs, if funds allow. The learning content for each of the core (four) modules may be based on templates developed by the Texas Victim Assistance Training- <https://www.tdcj.state.tx.us/php/prod/tvatonline/> (Iowa has received permission from the Texas Dept. of Criminal Justice to utilize any/all of the module content).

VTA training modules must comprehensively address the following:

- Education for Iowa professionals to better understand rights provided to victims under Iowa law
- Services and resources available to victims a trainee may interact with
- Expectations for conduct and duties of those who serve victims, within their professional roles
- Ethical considerations for working with victims
- How to effectively assist victims with planning for their safety after a crime has occurred

All VTA training modules must recognize, address and incorporate the following:

- Adult learning techniques (kinesthetic, visual, and auditory)
- Interactive learning options
- Dynamic educational learning tools such as quizzes, games, etc.
- Multiple forms of media (slides, video, audio)
- An evaluation component during and at the end of each module
- A learning assessment component
- Cultural diversity
- Intersectionality
- Trauma-informed practice

The VTA must be able to accommodate the following:

- User tracking
- Evaluative measures
- Reporting features

The web-based system must allow professionals to access the VTA online. All modules must be accessible via a learning dashboard. The VTA must also allow CVAD to track users, create reports, view and track evaluations/surveys.

Section 2 Administrative Information

2. Administrative information

2.1 Overview of the RFP process

This RFP provides Contractors 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 Contractor must determine all factors necessary for submission of a comprehensive Proposal.

2.2 Issuing Officer

The Issuing Officer for this RFP is

Lindsey Hornbaker

Iowa Department of Justice, Crime Victim Assistance Division

Lucas State Office Building

321 E. 12th Street

Des Moines, Iowa 50319

Lindsey.Hornbaker@ag.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, Contractors 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 § 2.5 of the

RFP. CVAD may disqualify any Contractor if it contacts any State employee other than the Issuing Officer about the RFP.

2.4 Procurement timetable

Relevant Action	Date/Time (Local Time)
.1 CVAD Issues RFP:	December 19, 2017
.2 Written questions, requests for clarification, and suggested changes from Contractors due:	December 19, 2017- January 5, 2018
.3 CVAD's written response to questions, requests for clarifications, and suggested changes:	January 5-January 12, 2018
.4 Proposals Due:	January 15, 2018 by 4:30 CST
.5 Presentations (if deemed necessary by CVAD):	January 29-February 2, 2018
.6 Anticipated Date to issue Notice of Intent to Award:	February 5, 2018
.7 Appeals Due	February 12, 2018
.8 Appeal Determination(s)	February 19, 2018
.9 Anticipated Date to execute contract:	March 1, 2018

2.5 Questions and requests for clarification

Contractors may submit written questions and requests for clarifications about the RFP to the Issuing Officer before the date and time identified in § 2.4.2 of the RFP. CVAD will not accept oral questions. If the questions or requests for clarifications pertain to a specific section of the RFP, Contractors must reference the page and section number or numbers. CVAD will send written responses to questions or requests for clarifications received from Contractors on or before the date listed in § 2.4.3 to all Contractors who submitted timely Proposals. CVAD's written responses will be part of the RFP. CVAD assumes no responsibility for oral representations made by its officers or employees.

2.6 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 located at <https://www.iowaattorneygeneral.gov/for-crime-victims/publications/>

Each Contractor 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 Contractors to amend their Proposals in response to the addendum.

2.7 Amendment or withdrawal of proposal

A Contractor 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 Contractor, and received by the time set for the receipt of Proposals. Contractors must notify the Issuing Officer in writing before the due date for Proposals if they wish to completely withdraw their Proposals.

2.8 Submission of proposals

CVAD must receive the Proposal at the e-mail address listed below before the "Proposals Due" date listed in § 2.4 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 Contractor.

Contractors must submit PDF copies of their Technical and Cost Proposals to the e-mail addresses identified below. CVAD will not accept paper or faxed Proposals. Each Contractor must ensure that the Proposal is received by CVAD before the deadline.

A Contractor must submit a PDF copy of its Technical Proposal to the Issuing Officer at the following e-mail address: Lindsey.Hornbaker@ag.iowa.gov

A Contractor must submit a PDF copy of its Cost Proposal to the Issuing Officer at the following e-mail address: Lindsey.Hornbaker@ag.iowa.gov

2.9 Completeness of proposals

Contractors 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 Contractor as part of the Contractor's Proposal unless it is reduced to writing.

2.10 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 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 Contractors who submitted timely Proposals publicly available after the Proposal opening. But the announcement of Contractors who timely submitted Proposals does not mean an individual Proposal has been deemed technically compliant or accepted for evaluation.

2.11 Cost of preparing proposal

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

2.12 Rejection of proposals

At any time before the execution of written contract, CVAD reserves the right to reject any Proposal, in whole and in part, 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.

2.13 Disqualification

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

- 2.13.1 The Contractor fails to deliver the Technical or Cost Proposals to the designated e-mail addresses by the deadline established in this RFP.

- 2.13.2 The Contractor acknowledges it cannot meet a requirement of the RFP.
- 2.13.3 The Contractor's Proposal materially changes a requirement of the RFP or the Proposal does not comply with the requirements of the RFP.
- 2.13.4 The Contractor's Proposal limits the rights of CVAD.
- 2.13.5 The Contractor fails to include information necessary to substantiate that it will be able to meet a requirement of the RFP.
- 2.13.6 The Contractor fails to respond timely to CVAD's request for information, documents, or references.
- 2.13.7 The Contractor fails to include any signature, certification, authorization, stipulation, disclosure, or guarantee requested in this RFP.
- 2.13.8 The Contractor 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.
- 2.13.9 The Contractor initiates unauthorized contact regarding the RFP with State employees.
- 2.13.10 The Contractor provides misleading or inaccurate responses.
- 2.13.11 There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by CVAD from other sources) to satisfy the CVAD that the Contractor is a Responsible Contractor.

2.14 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 Contractors, 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 Contractor from full compliance with RFP specifications or other contract requirements if the Contractor is awarded the contract. The determination of materiality is in the sole discretion of CVAD

2.15 Reference checks

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

2.16 Information from other sources

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

2.17 Verification of proposal contents

CVAD may verify the content of a Proposal submitted by a Contractor. 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.

2.18 Proposal clarification process

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

2.19 Disposition of proposals

All Proposals will become the property of the State and will not be returned to the Contractor. 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 by interested parties, except for information for which a Contractor properly requests confidential treatment or subject to exceptions provided in Iowa Code chapter 22 or other applicable law.

2.20 Public records and requests for confidential treatment

CVAD may treat all information submitted by a Contractor as public records unless the Contractor 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. Contractors 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 Contractor must include any request for confidential treatment of specific information in the transmittal letter that must accompany a Contractor's Proposal. In addition, the Contractor 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, and telephone number of the person authorized by the Contractor to respond to any inquiries by CVAD concerning the confidential status of the materials.

If the Contractor is seeking confidential treatment of any information contained in a Proposal, the Contractor 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 Contractor identifies its entire Proposal as confidential, CVAD may reject the Proposal as non-responsive.

If the Contractor designates any portion of the RFP as confidential, the Contractor 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 Contractor has marked as confidential, CVAD will notify the Contractor five calendar days before releasing the information to allow the Contractor to seek injunctive relief under Iowa Code § 22.8. CVAD will release the information marked confidential in response to a request for public record 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 Contractor's failure to request confidential treatment of material under this section as a waiver of any right to confidentiality the Contractor may have had.

2.21 Copyright permission

By submitting a Proposal, the Contractor 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 Contractor 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 Contractor agrees that CVAD will have the right to use ideas or adaptations of ideas that are presented in Proposals.

2.22 Release of claims

By submitting a Proposal, the Contractor 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 Contractor with pertinent information as intended by this RFP.

2.23 Presentations

The Evaluation Committee may, at its sole discretion, require one or more Contractors to a presentation that demonstrates the products and services sought by this RFP as well as asking questions about the products and services sought by this RFP. The Evaluation Committee may elect for the presentations be done in person or by use of a

virtual meeting tool such as GoToMeeting. During the presentation, a Contractor may demonstrate the product and services and answer questions, but it cannot materially change its Proposal.

2.24 Evaluation of proposals

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

2.25 Notice of award and acceptance period

After the Director selects the Contractor, CVAD will send a notice of intent to award the contract or contracts to all Contractors 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 Contractor. 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 Contractor 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 Contractor that CVAD believes will provide the best value to CVAD and the State.

2.26 No contract rights until a contract is signed

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

2.27 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. Contractors 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.

2.28 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. Contractors 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.

2.29 Appeals

If a Contractor 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 appeal should be submitted to the Issuing Officer; Lindsey.Hornbaker@ag.iowa.gov. If a Contractor appeals an award decision, the Attorney General or his designee will decide the appeal based on the parties' written submissions and/or 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, at the discretion of the Attorney General. 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, no smaller than 12 point font 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. The Cost Proposal must be submitted to the e-mail address identified in § 2.8 of the RFP. The first page of both the Technical and Cost Proposals must be labeled with the following information:

Response to RFP: Victim Training Academy (VTA)
Iowa Department of Justice, Crime Victim Assistance Division
Lucas State Office Building
321 E. 12th Street
Des Moines, Iowa 50319

[Contractor'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 e-mail address.

3.1.3 The Proposal must be timely submitted to the designated e-mail addresses.

3.1.4 If the Contractor designates any information in its Proposal as confidential as permitted by § 2.19 of the RFP, the Contractor must also submit a PDF copy of the Proposal from which confidential information has been excised as provided in § 2.19.

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 Contractor must sign the transmittal letter. The letter must include the Contractor's mailing address, electronic mail address, fax number, and telephone number. The transmittal letter must also include any request for confidential treatment of information under § 2.19 of the RFP.

3.2.2 **Background information**

The Contractor must provide the following general background information:

- .1 Name, address, telephone number, fax number, and e-mail address of the Contractor including all d/b/a's, assumed, or other operating names of the Contractor.
- .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, and telephone number of the Contractor's representative to contact regarding all contractual and technical matters concerning the Proposal.
- .5 The successful Contractor will be required to register to do business in Iowa. If already registered, provide the date of the Contractor's registration to do business in Iowa and the name of the Contractor's registered agent.
- .6 City, address, state, and name of director or manager for all other regional or state offices of the Contractor.
- .7 The number of lawyers, technology, and other support staff in each of the Contractor's offices.

3.2.3 Experience

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

- .1 Number of years in business as a Contractor.
- .2 Level of technical experience in providing the types of services sought by the RFP.
- .3 Description of all services similar to those sought by this RFP that the Contractor has provided to other private or governmental entities within the last ten 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 Contractor'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 Contractors submit letters of reference for services that were procured using a competitive selection process.

3.2.4 Termination, debarment, litigation, and investigation

The Contractor must indicate whether any of the following conditions are applicable to the Contractor—or a holding company, parent company, subsidiary, or intermediary company of the Contractor—during the past five years. If any of the following conditions apply, the Contractor must state the details of the occurrence set forth below. If none of these conditions is applicable to the Contractor, the Contractor must so indicate.

.1 List any contract for services that the Contractor 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 bidder 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 Contractor 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 Contractor 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.

.6 List any irregularities that have been discovered in any of the accounts maintained by the Contractor on behalf of others. Describe the circumstances of irregularities or variances and detail how the issues were resolved.

3.2.5 Specifications and technical requirements

The Contractor must answer whether or not it will comply with each requirement in § 4.2 of the RFP. Where the context requires more than a yes or no answer or the RFP indicates, Contractor must explain how it will comply with each requirement in § 4.2 CVAD may reject any Proposal that merely repeats the requirements. Proposals must identify any deviations from the requirements of this RFP or requirements the Contractor 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 Contractor 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 Contractor objects to any term or condition, the Contractor must specifically refer to the RFP page and section and provide the reason for the objection. The CVAD may reject a Proposal where any objection or response materially alters the RFP.

3.2.7 Certification letter

The Contractor must sign and submit with the Proposal the document included as Attachment #1 (Certification Letter).

3.2.8 Authorization to release information

The Contractor must sign and submit with the Proposal the document included as Attachment #2 (Authorization to Release Information Letter).

3.2.9 Firm proposal terms

The Contractor 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.

Section 4 Specifications and Technical Requirements

4. Specifications and Technical Requirements

4.1 Overview

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

4.2 Victim Training Academy (VTA) Requirements

The following specifications for the Victim Training Academy (VTA) must be included in each proposal.

- a. Name of Learning Management System (LMS) the Contractor proposes to use and why.
- b. What browsers will be compatible with the LMS selection.
- c. How each of the four core modules (“Crime Victim Rights in Iowa,” “The Role of a Victim Service Professional,” “Ethics” and “Safety Planning”) will be created on the proposed LMS.
- d. How each of the four training modules will include:
 - i. Education for Iowa professionals to better understand rights provided to victims under Iowa law.
 - ii. Services and resources available to victims a trainee may interact with
 - iii. Expectations for conduct and duties of those who serve victims, within their professional roles
 - iv. Ethical considerations for working with victims
 - v. How to effectively assist victims with planning for their safety after a crime has occurred

- e. How will all VTA modules recognize, address and incorporate each of the following:
 - i. Adult learning techniques (kinesthetic, visual and auditory)
 - ii. Interactive learning options
 - iii. Dynamic educational learning tools such as quizzes, games, etc.
 - iv. Multiple forms of media (slides, video, audio, etc.)
 - v. An evaluation component during and at the end of each module
 - vi. A learning assessment component
 - vii. Cultural & linguistic diversity
 - viii. ADA compliant including but not limited to Deaf and Hard of Hearing individuals as well as Visually Impaired individuals.
 - vi. Intersectionality
 - vii. Trauma-Informed Practice
- f. How the VTA is able to accommodate the following:
 - i. User tracking
 - ii. Evaluative measures
 - iii. Reporting features
- g. How the VTA will provide accessibility to all professionals in a web-based format.
- h. How the VTA will allow accessibility via a learning dashboard
- i. How the VTA will allow CVAD to do the following:
 - i. Track Users
 - ii. Create Reports
 - iii. View and Track Evaluations/Surveys

Contractor must reply using the header of each requirement. Contractor must state “yes” or “no” to each requirement in their proposal. By indicating “yes,” a Contractor agrees it will comply with that requirement throughout the full term of the Resulting Contract, if the Contractor is successful. If appropriate, the Contractor should provide references or supportive materials, or both, to verify the Contractor’s compliance with each requirement. CVAD will evaluate and score these requirements in accordance with Section 5.

4.3 Storage of CVAD data on a CVAD server

CVAD will store the VTA on its servers. Proposal must comply with this requirement.

4.4 **Cost**

The Contractor must provide the following information in its Cost Proposal. Contractor must provide a lump sum amount to provide each of the following:

4.4.1 E-learning Management System (LMS)-Annual license fee(s) for CVAD

4.4.2 E-learning Management System (LMS)-Annual user license fees for each individual who will complete the training once the system is built. Vendor must specify either the per user cost, or tiered cost for “x” number of users annually.

4.4.3 Plan for building the VTA incorporating all modules and specifications and accommodations outlined in 4.2.

Section 5 Evaluation and Selection

5. Evaluation and Selection

5.1 Introduction

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

5.2 Evaluation committee

The 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 evaluate each technical proposal using evaluation criteria developed before the Proposals are opened. The Evaluation Committee will award points for each component of the technical proposal as set forth below.

Technical Proposal Components	Maximum Points
Explanation of e-learning platform	100
Plan & timeline for building VTA	200
Expertise/Knowledge in adult learning techniques; dynamic e-learning training woven into proposal	200
Contractor experience	200
Termination, debarment, litigation, and investigation	100
Presentations (if needed)	200

5.4.2 Cost proposal scoring

The Evaluation Committee will score each cost proposal based on CVAD's total cost of the system. Annual user license fee as well as individual user license fees will be considered. The overall cost to build the VTA will also be taken into consideration.

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 are 1,500.

Section 6 Contractual Terms and Conditions

6. Contractual Terms and Conditions

6.1 Contract Terms and Conditions

Any contract(s) resulting from this RFP between CVAD and any Contractor(s) selected by CVAD shall be a combination of the specifications, terms and conditions of the RFP, the Professional Services Agreement contained in Attachment 3, the offer of the Contractor contained in the Contractor's proposal (excluding any exceptions taken by Contractor in accordance with this Section 6.1 that are not accepted by CVAD specifically in writing and contained in an executed agreement), written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by CVAD. CVAD reserves the right to either award a contract without further negotiation with any successful Contractor(s) or to negotiate contract terms with any selected Contractor(s) if the best interest of the State would be served.

The contract terms and conditions contained in Attachment 3 are not intended to be a complete listing of all contract terms and conditions that may be deemed necessary by CVAD, but are provided only to enable Contractors to better evaluate the costs associated with the RFP and any potential resulting contract. All costs associated with complying with these requirements should be included in any pricing quoted by the Contractor.

By submitting a proposal, each Contractor acknowledges its acceptance of the terms, conditions, and requirements contained in this RFP, including those contained in Attachment 3, without change except as otherwise expressly stated in its proposal. If a Contractor takes exception to any term, condition, requirement or other provision of this RFP (including Attachment 3), it must state the reason for the exception and set forth in its proposal the specific contract language it proposes to substitute in place of the excepted provision. If a Contractor takes exception to any term or condition contained in Attachment 3, the Contractor must produce a redlined draft of Attachment 3, and such redlined draft must clearly reflect all of Contractor's exceptions thereto and all alternative language or other changes that Contractor specifically proposes to make to Attachment 3. Exceptions and/or proposed changes that materially change the terms, conditions, specifications, or requirements of the RFP (including Attachment 3) may be deemed non-responsive by CVAD, as determined in its sole discretion, resulting in possible disqualification of the Contractor's proposal. A Contractor's failure to state an exception to any term, condition, specification, requirement or other provision of this RFP (including

Attachment 3) and propose alternative language in accordance with this Section 6.1 may be deemed by CVAD to constitute Contractor's acceptance thereof. Any term, condition, provision, or requirement, to which a Contractor fails to take exception and propose changes in accordance with this Section 6.1 will not be subject to negotiation. A Contractor may not take exception to all of the provisions or terms contained in Attachment 3. A Contractor may not state that it takes exception to any terms, conditions, requirements, or other provisions of the RFP (including those contained in Attachment 3) to the extent any of the foregoing conflict with any terms or conditions contained in the Contractor's standard form contracts. A Contractor may not submit its standard form contract(s) for consideration in lieu of Attachment 3. By submitting a proposal to this RFP, Contractors acknowledge and agree that CVAD and any successful Contractor will be negotiating from and utilizing Attachment 3, and will not be negotiating from or utilizing a Contractor's standard form contracts. CVAD reserves the right to refuse to enter into a contract with the successful Contractor for any reason, even after delivery of notice of selection or intent to negotiate a contract. CVAD further reserves the right to negotiate contract terms with the successful Contractor(s).

6.2 Duration

The initial term of any agreement entered into between CVAD and a selected Contractor will be from the date the agreement is executed through [September 1, 2018], unless terminated earlier in accordance with the terms of the agreement. After expiration of the initial term, CVAD shall have the option to extend/renew the agreement for up to [3] additional one-year renewal terms, upon the same terms and conditions set forth herein. The decision to extend the agreement will be at the sole option of CVAD and may be exercised by CVAD by providing written notice to the Contractor.

Attachment 1
Certification Letter

[Date]

Lindsey Hornbaker, Issuing Officer
Iowa Department of Justice, Crime Victim Assistance Division
Lucas State Office Building
321 E. 12th Street
Des Moines, Iowa 50319
Lindsey.Hornbaker@ag.iowa.gov

Re: Web-Based Crime Victim Compensation and Restitution Management System
Request for Proposal
RFP No. 2017-12
PROPOSAL CERTIFICATIONS

Dear Ms. Hornbaker:

I certify that the contents of the Proposal submitted on behalf of **[Name of Contractor]** (“Contractor”) in response to the Iowa Department’s for Request for Proposal Number 2017-12 for Web-Based Crime Victim Compensation and Restitution Management System (“RFP”) are true and accurate. I also certify that Contractor has not knowingly made any false statements in its Proposal.

Certification of Independence

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

1. Contractor 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. Contractor 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, Contractor 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. Contractor has not attempted to induce any other Contractor to submit or not to submit a Proposal for the purpose restricting competition.
5. No relationship exists or will exist during the contract period between Contractor 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 Contractor 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 Contractor knowingly rendered an erroneous certification, in addition to other remedies available, CVAD may pursue available remedies including debarment of the Contractor, or suspension or termination of the contract.

Contractor also acknowledges that CVAD may declare the Contractor's Proposal or resulting contract void if the above certification is false. The Contractor 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]

Lindsey Hornbaker, Issuing Officer
Iowa Department of Justice, Crime Victim Assistance Division
Lucas State Office Building
315 E. 12th Street
Des Moines, Iowa 50319
Lindsey.Hornbaker@ag.iowa.gov

Re: Web-Based Crime Victim Compensation and Restitution Management Request
for Proposal

RFP No. 2017-12

AUTHORIZATION TO RELEASE INFORMATION

Dear Ms. Hornbaker:

[Name of Contractor] (“Contractor”) 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 Contractor in response to Request for Proposal Number 2017-12 (“RFP”).

Contractor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. Contractor 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. Contractor is willing to take that risk.

Contractor 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 Contractor

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 Contractor in response to the RFP.

Contractor 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 Contractor's Proposal submitted in response to the RFP.

Contractor further authorizes all persons, entities to provide information, data, and opinions about Contractor'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 Contractor's Proposal. Contractor 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 Contractor 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 Contractor Organization]

[Name and Title of Authorized Representative]

Date

Attachment 3 Professional Services Contract

This Agreement for professional services and other deliverables (this “Agreement”), is made and effective as of [March 1, 2018] (“Effective Date”), by and between the Iowa Department of Justice on behalf of its Crime Victim’s Assistance Division (the “Department”) and [name of vendor], a [corporation] organized under the laws of [_____] (the “Vendor” or “Contractor”). The parties agree as follows:

SECTION 1. PURPOSE AND TERM

1.1 Purpose. The parties have entered into this Agreement for the purpose of retaining Vendor to provide professional services and other deliverables in connection with the development and implementation of an Online Victim Training Academy, as more fully described in this Agreement, including RFP #[2017-12] and the Statement(s) of Work.

1.2 Term. The initial term of this Agreement is from [March 1, 2018], through [September 1, 2018], unless terminated earlier in accordance with the terms of this Agreement. After expiration of the initial term, the Department shall have the option to extend/renew this Agreement for up to five (5) additional one-year renewal terms. The decision to extend the Agreement will be at the sole option of the Department and may be exercised by the Department by providing written notice to Vendor.

SECTION 2. DEFINITIONS

In addition to any other terms that may be defined elsewhere in this Agreement (including in the Schedules), the following terms shall have the following meanings:

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

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

“Acceptance Tests” or “Acceptance Testing” mean the tests, reviews and other activities that are performed by or on behalf of the Department to determine whether the Deliverables meet relevant Acceptance Criteria, are free from Deficiencies, and are otherwise acceptable, all as determined by the Department in its sole discretion. Acceptance Testing may include testing of individual or multiple units, modules or components, system or integration testing, user-acceptance testing, load/stress testing, system security testing, network testing, recovery/backup testing, data transfer, migration and conversion testing, and Documentation review.

“Authorized Contractors” means independent contractors, consultants or other Third Parties who are retained or hired by the State, the Department or any other Governmental Entity of the State to use, maintain, support, modify, or enhance any Deliverables, or to otherwise assist Department in connection with its use of any Deliverables.

“Confidential Information” means, subject to any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either party (a “disclosing party”) to the other party (a “receiving party”) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential. Confidential Information does not include any information that: (i) was rightfully in the possession of the receiving party from a source other than the disclosing party prior to the time of disclosure of the information by the disclosing party to the receiving party; (ii) was known to the receiving party prior to the disclosure of the information by the disclosing party; (iii) was disclosed to the receiving party without restriction by an independent third party having a legal right to disclose the information; (iv) is in the public domain or shall have become publicly available other than as a result of disclosure by the receiving party in violation of this Agreement or in breach of any other agreement with the disclosing party; (v) is independently developed by the receiving party without any reliance on Confidential Information disclosed by the disclosing party; (vi) is disclosed or is required or authorized to be disclosed pursuant to law, rule, regulation, subpoena, summons, or the order of a court, lawful custodian, governmental agency or regulatory authority, or by applicable regulatory or professional standards; or (vii) is disclosed by the receiving party with the written consent of the disclosing party.

“Deficiency” means a defect, flaw, error, bug, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including, without limitation, any failure of a Deliverable to conform to or meet an applicable Specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable.

“Deliverables” mean the [web-based Victim Training Academy], and any and all software, source code, Documentation, website(s), content, data, hardware, goods, services, work, work product, items, materials and property at any time created, developed, produced, delivered, performed or provided by or on behalf of, or made available through, Vendor (or any agent, contractor or subcontractor of Vendor) in connection with this Agreement, and all related legal rights to own or use the same. [Except as otherwise provided in this Agreement, Deliverables shall include any and all: 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, Vendor (or any agent, contractor, subcontractor, subsidiary or affiliate of Vendor) in connection with this Agreement].

“Documentation” means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, code, test materials, training materials, user

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.

“Enhancements” shall mean any and all updates, upgrades, bug fixes, patches, additions, modifications or other enhancements made to or with respect to any Deliverables (including, without limitation, any new releases or versions of Software or other Deliverables) provided or made available by or through Vendor or any Third Party under this Agreement or any other agreement, and all changes to the Documentation and source code made by Vendor as a result of such Enhancements.

“Final Acceptance” means that the Department has determined that all Deliverables to be provided under a Statement of Work satisfy the Department’s Acceptance Tests.

“Governmental Entity” shall mean any Governmental Entity, as defined in Iowa Code Section 8A.101, or any successor provision to that section. The term Governmental Entity shall also include the [United State Department of Justice, Office of Victims of Crime (“OVC”) / Office of Justice Programs (“OJP”)], the 26 currently funded crime victim services agencies in Iowa, departments, agencies, independent agencies, the Judicial Branch, courts, boards, authorities, institutions, establishments, divisions, bureaus, commissions, committees, councils, examining boards, public utilities, offices of elective constitutional or statutory officers, and other units, branches, or entities of government (including, without limitation, any state government and the government of the United States).

“Grant Award” means the [OVC/OJP Grant Award document issued to the Department dated 9/21/2015].

“Grant Award Documents” mean [Federal Contract number 2015-VF-GX-0036 and the Grant Award, copies of which Vendor acknowledges it has received from the Department]. The Grant Award Documents are incorporated into this Agreement by this reference as if fully set forth in this Agreement

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

“Project” means the project to develop, implement and provide all services and Deliverables, and any other subsequent project related to this Agreement, as described in one or more Statements of Work.

“Project Completion Date” means the date by which Vendor must complete all work and provide all Deliverables pursuant to any Statement of Work. For purposes of this Agreement, the Project Completion Date will be specified in [the Statement of Work / Project Plan].

“Project Plan” means the Project Plan attached hereto as Schedule B, as modified from time to time upon written agreement of the parties. The Project Plan is incorporated into this Agreement by this reference as if fully set forth in this Agreement.

“Software” means [describe or name the Vendor Software/Applications] and all related software, programs, applications, modules and components including, but not limited to, those developed, licensed or provided by or on behalf of Vendor under this Agreement or any related agreement between the parties. Without limiting the foregoing, the term Software shall include all related software, programs,

applications, modules, source code, object code, and Documentation, any and all Enhancements to and copies of the foregoing.

“Specifications” mean all specifications, requirements, technical standards, performance standards, representations and other criteria related to the Deliverables stated or expressed in this Agreement (and/or in any other document or agreement related to this Agreement), the Grant Award Documents, the Software, any Deliverables or the Project, the Documentation, the RFP (as defined below), and the Proposal (as defined below). Specifications shall include the Acceptance Criteria and any specifications, standards (including, without limitation, any IT standards issued by the State, the State Office of the Chief Information Officer, or any Governmental Entity) or criteria stated or set forth in any applicable state, federal, foreign and local laws, rules and regulations. The Specifications are incorporated into this Agreement by reference as if fully set forth in this Agreement.

“Statement of Work” means the initial statement of work set forth in Schedule A to this Agreement, and any additional or subsequent statement of work that may be executed by the parties, and any amendments thereto. Each Statement of Work will describe the Deliverables and services to be provided by Vendor and the fixed, not-to-exceed compensation and final delivery dates associated therewith. Each Statement of Work is incorporated into this Agreement by this reference as if fully set forth in this Agreement.

“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 Agreement.

“Third Party Software” means any software, firmware and other programs, applications, modules or components of or related to the System licensed or acquired from Third Parties. Third Party Software shall be considered Software under this Agreement.

“User” or “Users” means and includes: the Department, other Governmental Entities, and local professionals or members of the public who will access the online Victim Training Academy.

SECTION 3. DOCUMENTS INCORPORATED

3.1 Incorporation. The Department’s Request for Proposal #[2017-12] for [Online Victim Training Academy] (“RFP”) and Vendor’s proposal dated _____, in response to the RFP (“Proposal”), together with any clarifications, attachments, appendices, or amendments to the RFP and Proposal are incorporated into this Agreement by this reference as if fully set forth in this Agreement; provided, however, that none of Vendor’s exceptions, objections or proposed modifications respecting the RFP or any terms associated therewith (collectively “Vendor Exceptions”) shall be incorporated into this Agreement unless expressly set forth herein.

3.2 Contractual Obligations. The terms and conditions of the RFP and of the Proposal are made contractual obligations of Vendor, except that any Vendor Exceptions shall not be deemed to limit, modify or otherwise affect any of the contractual obligations of Vendor or the Department hereunder, unless expressly stated herein.

3.3 Preference. In the case of any inconsistency or conflict between the specific provisions of this document, the RFP or the Proposal, any inconsistency or conflict shall be resolved as follows: first, by

giving preference to the specific provisions of this document and any schedules, exhibits or other attachments; second, by giving preference to the specific provisions of the RFP; and third, by giving preference to the specific provisions of the Proposal (excluding any Vendor Exceptions that are not expressly made a part of this Agreement).

3.4 No Inconsistency. The references to the parties' obligations, which are contained in this document, are intended to change, modify, supplement or clarify the obligations as stated in the RFP and the Proposal. The failure of the parties to make reference to the terms of the RFP or Proposal in this document shall not be construed as creating a conflict and will not relieve Vendor of the contractual obligations imposed by the terms of the RFP and the Proposal. Terms offered or stated in the Proposal, which exceed the requirements of the RFP, shall not be construed as creating an inconsistency or conflict with the RFP or this document. Notwithstanding anything herein to the contrary, the Department shall have only those obligations that are expressly stated in this document, and the Proposal does not create any express or implied obligations of the Department.

SECTION 4. SCOPE OF WORK

4.1 Statement(s) of Work. Vendor will perform all services and provide the Department with all Deliverables in accordance with the Statement(s) of Work and all other terms and conditions of this Agreement.

4.2 Amendments to Statement(s) of Work. The parties agree that each Statement of Work may be amended, modified, or replaced at any time during the term of this Agreement upon the mutual written consent of the parties.

4.3 Delivery of Information. Upon the Department's written request at any time (including during the term of this Agreement and at or after expiration or termination of this Agreement), Vendor shall promptly (but in no event later than ten (10) business days of receiving any written request from Department) provide and deliver to the Department the following: (a) complete, detailed, and up-to-date information, technical requirements, specifications, and documentation (including Documentation) pertaining to the Deliverables provided by or on behalf of Vendor; and (b) any other information, technical requirements, specifications, documentation, source code and software that is necessary or useful to enable the Department (or any Authorized Contractor) to fully assume and continue, without interruption, the use, hosting, operation, maintenance, support, accessibility, modification and enhancement of any Deliverables. Vendor shall provide and deliver all of the foregoing in such usable forms and formats as the Department may specify and using such delivery methods and media as the Department may require, and shall not withhold any of the items described in (a)-(b) above for any reason, including for cause or as a result of any actual or alleged breach by Department of any of its obligations under this Agreement.

4.4 Performance Standards. The parties agree that the performance standards and related monitoring and review provisions set forth in Schedule C are incorporated herein by this reference as if fully set forth in this Agreement.

4.5 Department Not Required to Accept or Install Enhancements. Vendor shall not condition any of the Department's or the State's rights or Vendor's obligations under this Agreement, or any other document or agreement related to any Deliverables, on the Department accepting or installing any Enhancements or additional functionality provided by Vendor.

4.6 Instructions. The Department may, from time to time as it deems appropriate, communicate specific instructions and requests to Vendor concerning the performance of the work and other duties and obligations described in this Agreement. Vendor will comply with such instructions and requests to the satisfaction of the Department. The parties expressly understand that these instructions and requests are for the sole purpose of ensuring the satisfactory performance of the services and provision of Deliverables described in this Agreement. Vendor is responsible for satisfactory performance of its duties and obligations under this Agreement and shall make every effort to timely correct any deficiencies and complete each assigned task or work.

4.7 [Business Associate Agreements and] Non-Disclosure Agreements. Vendor agrees that it will execute any [Business Associate Agreement o]r Non-Disclosure Agreement required by the Department, or any Governmental Entity, User or other entity that requests Vendor to sign its form [Business Associate Agreement o] Non-Disclosure Agreement in connection with this Agreement or any related agreement.

4.8 Special Terms relating to Data, Security, and Security Breaches/Incidents. The parties agree that the terms and provisions set forth in Schedule D are incorporated herein by this reference as if fully set forth in this Agreement. Vendor acknowledges and agrees that it will be subject to and bound by all of the terms and provisions set forth in Schedule D and shall require and cause any subcontractor used by Vendor in connection with this Agreement to agree to be subject to and bound by such terms and provisions.

4.9 Federal Funding - Required Provisions. Vendor acknowledges that certain United States Governmental Entities, including the [OVC / OJP], have provided or will provide funding in connection with this Agreement and any related agreements. The parties agree that the terms and provisions set forth in Schedule E are incorporated herein by this reference as if fully set forth in this Agreement. Vendor acknowledges and agrees that it will be subject to and bound by all of the terms and provisions set forth in Schedule E and shall require and cause any subcontractor approved by the Department and used by Vendor in connection with this Agreement to agree to and be subject to and bound by such terms and provisions. Vendor will assist the Department and Governmental Entities in complying with any applicable requirements of, or responding to any requests from, any United States Governmental Entity, including those that have provided funding in connection with this Agreement or any related agreement. Vendor will comply with and fulfill all terms, conditions, requirements and assurances of the Grant Award Documents. Vendor hereby acknowledges that the Department has provided Vendor with a copy of the Grant Award Documents outlining said terms, conditions, requirements and assurances.

4.10 Third Party Software. Vendor shall recommend to the Department all Third Party Software necessary or desirable to be acquired to complete work and provide all Deliverables under a Statement of Work. At the Department's sole discretion, the Department will license such Third Party Software directly or require Vendor to license or sublicense the Third Party Software to or on behalf of the Department at the Department's expense. In the latter case, Vendor shall ensure that all Third Party Software or other materials provided pursuant to this Agreement shall be licensed to the Department pursuant to a license agreement, the terms and conditions of which must be acceptable to the Department.

4.11 Manufacturers' Warranties. Vendor shall take all action necessary to ensure that the Department shall be entitled to receive and enjoy all warranties, indemnities and other benefits associated with any Third Party Software procured by or through the Vendor. At the Department's request, Vendor shall assign to the State and the Department all of the licensor's and manufacturer's warranties and indemnities pertaining to Third Party Software and Third Party hardware under any license or other agreement between Vendor and any Third Parties relating to any Third Party Software or hardware.

4.12 Open Records and Electronic Discovery Requests and Record Retention. Vendor will, upon the Department's request and within any time period specified by the Department, take all actions requested by Department to assist the Department in complying timely with any request for records, data, or information or materials of any kind that may be made by any person or entity in accordance with applicable public or open records laws (including, without limitation, Iowa Code Chapter 22) or in connection with any subpoena, court order, discovery request, regulatory or criminal investigation or proceeding, or any other matter that may require the Department to produce or provide data, records, or information of any kind to a Third Party. Vendor will produce and provide all data, records, information or materials of any kind within the time period set forth in Department's written request. Vendor will take all steps necessary to ensure that all data will be stored and maintained in its original state so as to not create any spoliation, evidentiary, or electronic discovery issues. In addition, Vendor will, upon Department's request, take all actions requested by Department to assist the Department in complying with any state or federal record retention requirements, policies, procedures or any requirements of any Governmental Entities.

4.13 Discovery Requests and Court Orders. In the event that Vendor or its approved contractors or subcontractors receive a request to disclose any of the Department's information or data under the terms of a subpoena or order or demand issued by a court or a Governmental Entity, the Vendor or other receiving party agrees: (i) to notify the Department immediately of the existence, terms, and circumstances surrounding such request, (ii) to consult with the Department on the advisability of taking legally-available steps to resist or narrow such request and to cooperate with the Department in relation to any such steps, and (iii) to furnish only such portion of the data or information as it is legally compelled to disclose and to exercise reasonable best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the information and data.

SECTION 5. COMPENSATION AND ADDITIONAL RIGHTS AND REMEDIES

5.1 Compensation. In consideration of Vendor providing the Department with the Deliverables in accordance with the terms and conditions of this Agreement, Vendor shall be entitled to receive the fees or other compensation associated with such Deliverables as specified in a Statement of Work, subject to all terms and conditions of this Agreement, including, without limitation, Section 5.2 (Invoices) and

Section 5.3 (Retention). The Department shall not be obligated to pay any other compensation, fees, expenses, costs, charges or other amounts to Vendor in connection with this Agreement or any Statement of Work. All fees and compensation payable hereunder to Vendor are fixed, not-to-exceed amounts, and except as may otherwise be agreed to by the Department in writing, Vendor shall not be compensated on a time and materials basis. [It is expressly understood and agreed that in no event will the total fees or compensation to be paid under the initial Statement of Work exceed the sum of \$_____]. Vendor is not entitled to payment for any Deliverable provided under this Agreement or any Statement of Work if the Department reasonably determines that such Deliverable has not been satisfactorily or completely delivered or performed, or that such Deliverable fails to meet or conform to any applicable Specifications or that there is a material Deficiency with respect to such Deliverable. In no event shall the Department be obligated to pay Vendor any fees, costs, compensation or other amounts in excess of the amount specified in a Statement of Work for any one or more Deliverables, unless the Department otherwise agrees to pay such fees, costs, compensation other amounts pursuant to a written Change Order or an amendment to this Agreement executed by the Department. No payment, including final payment, shall be construed as or constitute: (1) acceptance of any Deliverables with Deficiencies or incomplete work; (2) a waiver by the Department of any rights or remedies it may have to enforce the terms of this Agreement, and Vendor shall remain responsible for full performance in strict compliance with the terms and conditions of this Agreement. By making any payments under this Agreement, the Department does not waive its ability to challenge any payment or reimbursement for failing to comply with this Agreement.

Vendor's acceptance of the last payment from the Department shall operate as a release of any and all claims related to this Agreement that Vendor may have or be capable of asserting against the Department or the State. No advance payments shall be made for any Deliverables provided by Vendor pursuant to this Agreement.

5.2 Invoices. Upon receipt of written notice of Acceptance from the Department with respect to one or more Deliverables, Vendor shall submit an invoice to the Department requesting payment of the fees or other compensation specified in the Statement of Work associated with such Deliverable(s), less any Retained Amount(s) to be withheld in accordance with Section 5.3. All invoices submitted by Vendor shall comply with all applicable laws, rules, regulations, policies, and requirements (including any applicable federal laws, rules or requirements) concerning payment of such fees, charges or other claims and shall contain appropriate documentation as necessary to support the fees or charges included on the invoice and all information reasonably requested by the Department. The Department shall review each invoice for compliance with this Agreement and applicable laws, rules, regulations, policies, and requirements. The Department will pay all approved amounts in arrears and in conformance with Iowa Code section 8A.514 and 11 Iowa Admin. Code 41.1(2), and all other applicable laws, rules, regulations, policies and requirements. The Department may pay in less than sixty (60) days, as provided in Iowa Code section 8A.514. However, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 8A.514. Notwithstanding anything herein to the contrary, the Department shall have the right to dispute any invoice submitted for payment and withhold payment of any disputed amount if the Department believes the invoice is inaccurate or incorrect in any way. Invoices can be sent by email to: Lindsey.Hornbaker@ag.iowa.gov or by US mail to: CVAD Lucas State Office Building 321 East 12th Street, Des Moines, IA 50319.

5.3 Retention. To secure Vendor's performance under this Agreement, the Department shall retain 10% of the fees or other compensation associated with each Deliverable and payable hereunder (the "Retained Amounts"). The Retained Amounts for Deliverables provided under any Statement of Work shall be

payable upon the Department's delivery of written notice of Final Acceptance of such Deliverables to Vendor, subject to the terms and conditions of this Agreement.

5.4 Erroneous Payments and Credits. Vendor shall promptly pay or refund to the Department the full amount of any overpayment, erroneous payment or unallowable expense within ten (10) business days after either discovery by the Vendor or notification by the Department of the overpayment, erroneous payment or unallowable expense. In the event Vendor fails to timely pay or refund any amounts due the Department under this Section 5.4, the Department will charge interest of one percent (1%) per month compounded on the outstanding balance each month after the date payment or refund is due, or the maximum amount allowed by law, whichever is greater. The Department may, in its sole discretion, elect to have Vendor apply any amounts due to the Department under this Section 5.4 against any amounts payable by the Department under this Agreement.

5.5 Reimbursable Expenses. There shall be no reimbursable expenses associated with this Agreement separate from the compensation referred to in this section. Vendor shall be solely responsible for all costs, charges and expenses it incurs in connection with its performance under this Agreement, including, but not limited to, travel, mileage, meals, lodging, equipment, supplies, personnel, salaries, benefits, insurance, training, conferences, telephone, utilities, start-up costs, and all other costs and expenses of Vendor.

5.6 Set-off Against Sums Owed by Vendor. In the event that Vendor owes the Department or the State any sum under the terms of this Agreement, any other agreement, pursuant to a judgment, or pursuant to any law, the Department (or the State) may set off such sum against any sum invoiced to the Department by Vendor in the Department's or the State's sole discretion unless otherwise required by law. Any amounts due to the Department as damages may be deducted by the Department from any money or sum payable by the Department to Vendor pursuant to this Agreement or any other agreement between Vendor and the Department. The Department's or the State's exercise of rights under this Section 5.6 shall not be considered a breach of this Agreement by the Department.

5.7 Withholding Payments. In addition to pursuing any other remedy provided herein or by law, the Department may withhold compensation or payments to Vendor, in whole or in part, without penalty or legal liability to the Department or work stoppage by Vendor, in the event the Department determines that: (i) Vendor has failed to perform any of its duties or obligations as set forth in this Agreement; or (ii) any Deliverable has failed to meet or conform to any applicable Specifications or contains or is experiencing a Deficiency. No interest shall accrue or be paid to Vendor on any compensation or other amounts withheld or retained by the Department under this Agreement. The Department's exercise of its rights to withhold payments shall not be considered a breach of this Agreement by the Department.

5.8 Correction/Cure. The Department may correct any Deficiencies with respect to any Deliverable or cure any Vendor default under this Agreement without prejudice to any other

remedy it may have if Vendor fails to correct such Deficiencies as required in this Agreement or if Vendor otherwise defaults or fails to perform any provision of the Agreement within the time period specified in a notice of default from the Department. The Department may provide or procure the services reasonably necessary to correct any Deficiencies or cure any Vendor default, in which event Vendor shall reimburse the Department for the actual costs incurred by the Department for such services (or for the reasonable value of the time expended by any Department or State employees who provide such services). In addition, Vendor shall cooperate with the Department or any Third Parties retained by the Department who assist in curing such default, including by allowing access to any pertinent materials or work product of Vendor.

5.9 Error Correction. With respect to each notice from the Department to Vendor during the term of this Agreement that notifies Vendor that any Deliverable delivered by Vendor (and previously accepted by the Department) contains or experiences a Deficiency, Vendor shall, at no cost to the Department, promptly (i) correct the Deficiency and repair the affected Deliverable, and (ii) provide the Department with all necessary materials with respect to such repaired or corrected Deliverable, including without limitation the provision of new Source Code, master program disks or other media acceptable to the Department and related Documentation.

5.10 Monitoring and Review. The Department shall monitor and review Vendor's performance under this Agreement to ensure compliance with this Agreement. Such review and monitoring shall include the Department's assessment of invoices and any reports furnished by Vendor pursuant to this Agreement.

5.11 Reimbursement. In the event an audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent or paid in accordance with the conditions of this Agreement, the Grant Award Documents, federal financial requirements, or any federal laws, rules, procedures, OMB Circulars, or other requirements (including, but not limited to, Title 2 C.F.R. Part 200 covering cost principles, agreement principles and audit requirements, and the most current DOJ financial guide), Vendor shall be liable for reimbursement to the Department of all funds not spent or paid in accordance therewith within ten (10) business after the Department has notified the Vendor of such non-compliance and has requested reimbursement.

5.12 Return of Prepaid Amounts. Notwithstanding any provision in this Agreement to the contrary, Vendor shall refund to the Department, within fifteen (15) days of the effective date of termination of this Agreement for any reason, any prepaid fees, funds or other amounts paid by the Department allocated or pertaining to services that were yet to be rendered with regard to any canceled or terminated aspect of the services, including but not limited to any prepaid fees for subscription-based services..

SECTION 6. ACCEPTANCE TESTS, PROJECT MANAGEMENT, KEY PERSONNEL AND LIQUIDATED DAMAGES

6.1. Vendor shall commence and complete all work and provide all Deliverables in accordance with the deadlines, timelines, terms, conditions, Specifications and other requirements specified in this Agreement,

including those which may be specified in a Statement of Work and the Project Plan. Vendor shall deliver, install and complete all services and provide all Deliverables with respect to a Statement of Work no later than the Project Completion Date or any other applicable deadline specified in a Statement of Work or the Project Plan.

6.2 All Deliverables shall be subject to the Department's Acceptance Testing and Acceptance, unless otherwise specified in a Statement of Work. Upon completion of all work to be performed by Vendor with respect to any Deliverable, Vendor shall deliver a written notice to the Department certifying that the Deliverable meets and conforms to applicable Specifications and is ready for the Department to conduct Acceptance Tests; provided, however, that Vendor shall pretest the Deliverable to determine that it meets and operates in accordance with applicable Specifications prior to delivering such notice to the Department. At the Department's request, Vendor shall assist the Department in performing Acceptance Tests at no additional cost to the Department. Within a reasonable period of time after the Department has completed its Acceptance Testing, the Department shall provide Vendor with written notice of Acceptance or Non-acceptance with respect to each Deliverable that was evaluated during such Acceptance Testing. If the Department determines that a Deliverable satisfies its Acceptance Tests, the Department shall provide Vendor with notice of Acceptance with respect to such Deliverable. If the Department determines that a Deliverable fails to satisfy its Acceptance Tests, the Department shall provide Vendor with notice of Non-acceptance with respect to such Deliverable. In the event the Department provides notice of Non-acceptance to Vendor with respect to any Deliverable, Vendor shall correct and repair such Deliverable and submit it to the Department within ten (10) days of Vendor's receipt of notice of Non-acceptance so that the Department may re-conduct its Acceptance Tests with respect to such Deliverable. In the event the Department determines, after re-conducting its Acceptance Tests with respect to any Deliverable that Vendor has attempted to correct or repair pursuant to this Section 6.2, that such Deliverable fails to satisfy its Acceptance Tests, then the Department shall have the continuing right, at its sole option, to: (i) require Vendor to correct and repair such Deliverable within such period of time as the Department may specify in a written notice to Vendor; (ii) refuse to accept such Deliverable without penalty or legal liability and without any obligation to pay any fees or other amounts associated with such Deliverable (or receive a refund of any fees or amounts already paid with respect to such Deliverable); (iii) accept such Deliverable on the condition that any fees or other amounts payable with respect thereto shall be reduced or discounted to reflect, to the Department's satisfaction, the Deficiencies present therein and any reduced value or functionality of such Deliverable or the costs likely to be incurred by the Department to correct such Deficiencies; or (iv) terminate this Agreement and/or seek any and all available remedies, including damages. Notwithstanding the provisions of Section 10 of this Agreement, the Department may terminate this Agreement pursuant to this Section 6.2 without providing Vendor with any notice or opportunity to cure provided for in Section 10. The Department's right to exercise the rights and remedies specified under this section, including termination of this Agreement, shall remain in effect until Acceptance Tests are successfully completed to the Department's satisfaction and the Department has provided Vendor with written notice of Final Acceptance. If the Department determines that all Deliverables satisfy its Acceptance Tests, the Department shall provide Vendor with notice of Final Acceptance with respect to such Deliverables. Vendor's receipt of any notice of Acceptance, including Final Acceptance, with respect to any Deliverable(s) shall not be construed as a waiver of any of the Department's rights to enforce the terms of this Agreement or require performance in the event Vendor breaches this Agreement or any Deficiency is later discovered with respect to such Deliverable(s). In addition, Vendor's receipt of any notice of Acceptance with respect to any Deliverable(s) shall not be construed as a waiver by the Department of its right to refuse to provide notice of Final Acceptance.

6.3 Project Management and Reporting.

6.3.1 Vendor or Project Manager. Upon the Department's request, Vendor shall designate, in writing, a Project Manager acceptable to the Department to serve until the expiration of this Agreement. Vendor will assign a Project Manager of a management level sufficient to assure timely responses from all Vendor personnel, timely completion of tasks and achievement of milestones, and whose resume and qualifications will be reviewed and approved by the Department prior to her or his appointment as Vendor's Project Manager. Vendor represents and warrants that its Project Manager will be fully qualified to perform the tasks required of that position under this Agreement. Vendor's Project Manager shall be able to make binding decisions pursuant to this Agreement on behalf of and for Vendor. Any written commitment by Vendor's Project Manager and persons designated by her/him in writing for this purpose, within the scope of this Agreement, shall be binding upon Vendor. Vendor's Project Manager shall exercise her or his best efforts while performing under this Agreement. Vendor's Project Manager shall be at the Department's site as needed during the course of work under this Agreement and will be available either in person, by telephone or e-mail to respond promptly (in no event more than 2 hours after receipt of a request or inquiry from the Department) during the business day to inquiries from the Department;

6.3.2 Review Meetings. Commencing with performance of this Agreement, Vendor's Project Manager shall meet weekly with the Department's project manager and representatives, unless otherwise mutually agreed, to discuss progress made by the Vendor in the performance of this Agreement. At each review meeting, Vendor's Project Manager shall provide a status report, which includes, at minimum, the information described in Section 6.3.3 and describes any problems or concerns encountered since the last meeting. At the next scheduled meeting after which any party has identified in writing a problem, the Vendor shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. Vendor shall maintain records of such reports and other communications issued in writing during the course of its performance under this Agreement;

6.3.3 Reports. Vendor shall provide the Department with weekly status reports that describe, at a minimum, the previous week's activities, including problems encountered and their disposition, results of tests, whether or not deadlines were met, status of Deliverables, proposed changes to the Project Plan, any problems that may have arisen that need to be addressed before proceeding to the next week's activities, and any other information the Department may request. Vendor's proposed format and level of detail for its status reports shall be subject to the Department's approval;

6.3.4 Problem Reporting Omissions. The Department's receipt of a report that identifies any problems shall not relieve Vendor of any obligation under this Agreement or waive any other remedy under this Agreement or at law or equity that the Department may have. The Department's failure to identify the extent of a problem or Deficiency, or the extent of damages incurred as a result of a problem or Deficiency, shall not act as a waiver of performance under this Agreement;

6.3.5 Change Order Procedure. The Department may at any time request a modification to the scope of a Statement of Work using a change order. The following procedures for a change order shall be followed:

6.3.5.1 Written Request. The Department shall specify in writing the desired modifications to the Statement of Work with the same degree of specificity as in the original Statement of Work;

6.3.5.2 Vendor's Response. Vendor shall submit to the Department any proposed modifications to the Project Plan and a firm cost proposal, if applicable, for the requested change order within five (5) business days of receiving the Department's change order request. Vendor agrees that there shall be no additional cost or Vendor compensation for or with respect to any change order requests for modifications, Deliverables, modules or functionality that are envisioned in, conceptually similar in nature to, or consistent with, the RFP or the Proposal. Modifications to the Statement of Work that incorporate additional detail with respect to any Deliverable will not have the effect of increasing the not-to-exceed cost of that Deliverable, unless Vendor can show by clear and convincing evidence to the Department that the process of gathering detailed requirements for the Project revealed information previously unknown to the Vendor, that such new information will cause the estimated time, and therefore cost, necessary to complete a particular Deliverable to increase, and that the incorporation of that information alone into the Project requirements is the sole cause of the additional time and cost;

6.3.5.3 Effect of Change Order. Both parties must sign and date the change order to authorize the change in Deliverables described therein and incorporate the changes into the Statement of Work and this Agreement. No services shall be performed pursuant to the change order and no payment shall be made on account of the change order until the change order is fully executed by both parties. Upon such execution, a change order shall alter only that portion of a Statement of Work to which it expressly relates and shall not otherwise affect the terms and conditions of this Agreement.

6.4 Key Personnel. The Department considers [specify the names and or titles of specific personnel of Vendor and Vendor's subcontractors] ("Key Personnel") to be essential to a successful project. Vendor acknowledges that a significant reason the Department has entered into this Agreement is because of the special qualifications of such Key Personnel. Vendor shall not remove, reassign, transfer, or replace any of the individual(s) identified in this section except in the event of death, illness, retirement, disability, or termination from employment, conditions permitting absence from employment under the Family and Medical Leave Act of 1993, or in the event of the Department's written consent. In the event Vendor requests the Department to consent to a removal, reassignment, transfer or other replacement of any Key Personnel, the Department may review the qualifications of the proposed substitute personnel before providing its written consent or rejecting such replacement. Any such replacement shall have substantially equivalent or better ability, experience and qualifications than the Key Personnel being replaced. Vendor shall not charge the Department, and the Department shall not pay for any proposed replacement personnel while such replacement becomes acclimated to the Project, and acquires the necessary skills and project knowledge to proceed with the work under this Agreement. In no event shall this time period exceed twenty (20) business days. Any replacement personnel approved by the Department shall thereafter be deemed Key Personnel for purposes of this Agreement. If the Department believes that any of Vendor's staff fails to perform duties in a manner that is consistent with this Agreement, the Department will notify Vendor. Vendor will then investigate and, if appropriate, discipline, or reassign the staff. The Department lacks any authority to discipline or reassign Vendor's staff, except that the Department has the authority to demand that a particular staff member not be assigned to provide services under this Agreement.

6.5 Security Regulation; Cooperation. Vendor and Vendor's personnel shall comply with the Department's and the State's security regulations including any procedure which the Department's or the State's personnel, contractors and consultants are normally asked to follow. Vendor agrees to cooperate fully and to provide any assistance necessary to the Department in the investigation of any security breaches that may involve Vendor or Vendor's personnel.

SECTION 7. INTELLECTUAL PROPERTY

7.1 Ownership of Vendor-Owned Deliverables. Except as specifically granted or otherwise provided in this Agreement, Vendor shall own all Deliverables that were independently and exclusively developed by Vendor prior to the Effective Date of this Agreement ("Vendor-Owned Deliverables").

7.2 License to Vendor-Owned Deliverables. Subject to the terms and conditions of this Agreement and any license agreement(s) applicable to Vendor-Owned Deliverables, Vendor hereby grants to the Department, Governmental Entities and the State a nonexclusive, irrevocable, perpetual, fully paid up, royalty-free, worldwide right and license to use, reproduce, modify, distribute copies of, perform, display, and prepare derivative works based upon, the Vendor-Owned Deliverables, and to authorize others to do the same on the State's, Governmental Entities' and the Department's behalf. The foregoing grant shall be in addition to (and shall not be construed to limit) any rights, licenses and privileges as may be granted in any license agreement(s) applicable to Vendor-Owned Deliverables. Vendor agrees that neither Vendor nor any agent, affiliate or subcontractor of Vendor shall charge the Department or the State any royalty, license fee, or similar charge for any Vendor-Owned Deliverable that was created or developed under a separate agreement using funds provided by the U.S. Federal Government whether through a cooperative agreement or otherwise.

7.3 Ownership and Assignment of Other Deliverables. Vendor agrees that the State will own all Deliverables (excluding Vendor-Owned Deliverables), and Vendor hereby irrevocably assigns, transfers and conveys to the Department and the State all right, title and interest in and to such Deliverables, and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto ("State-Owned Deliverables"). Vendor represents and warrants that the State and the Department shall 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 Vendor or of any Third Party, including any employee, agent, contractor, subcontractor, subsidiary or affiliate of Vendor. The Vendor (and Vendor's employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the State-Owned Deliverables and shall not use any State-Owned Deliverables, in whole or in part, for any purpose, without the prior written consent of the Department and the payment of such royalties or other compensation as the Department deems appropriate. Immediately upon the request of the Department, Vendor will deliver to the Department or destroy, or both, at the Department's option, all copies of any State-Owned Deliverables in the possession of Vendor.

7.4 Waiver. To the extent any of Vendor's rights in any State-Owned Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Vendor hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State's and the Department's rights in and to the State-Owned Deliverables.

7.5 Acknowledgement. Vendor acknowledges and agrees that the State and the Department, as owners and assignees of the State-Owned Deliverables, shall have all rights incident to complete ownership, and may, without limitation: (i) 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; (ii) adapt, change, modify, edit or use the State-Owned Deliverables as the Department 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 Deliverable(s) in any medium, whether now known or later devised, including, without limitation, any digital or optical medium; and (iii) 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 Vendor or any Third Party.

7.6 Further Assurances. At the Department's request, Vendor will (both during and after the termination or expiration of this Agreement) execute and deliver such instruments, provide all facts known to it, and take such other action as may be requested by the Department to: (i) establish, perfect or protect the State's and the Department's rights in and to the State-Owned Deliverables and to carry out the assignments, transfers and conveyances set forth in Section 7.3, and (ii) obtain and secure copyright registration or such other registrations or intellectual property protections as may be desirable or appropriate to the subject matter, and any extensions or renewals thereof. In the event the Department is unable, after reasonable effort, to secure Vendor's signature on any letters patent, copyright, or other analogous protection relating to the State-Owned Deliverables, for any reason whatsoever, Vendor hereby irrevocably designates and appoints the Department, and its duly authorized officers, employees and agents, as Vendor's agent and attorney-in-fact, to act for and in its behalf to execute and file any such 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 Vendor.

7.7 Third Party Intellectual Property. In the event that a Deliverable is intellectual property owned by a Third Party ("Third Party Intellectual Property"), Vendor shall secure on behalf of and in the name of the State and the Department, an irrevocable, nonexclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on the Department's and the State's behalf. In the event that a Deliverable created by Vendor under this Agreement is a derivative work based upon Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Vendor shall secure on behalf of and in the name of the State and the Department an irrevocable, nonexclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of such Third Party Intellectual Property, and to authorize others to do the same on the State's and the Department's behalf.

7.8 Rights of the Federal Government. If all or a portion of the funding used to pay for the Deliverables is being provided through a grant or other funding from a United States Governmental Entity, Vendor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the United States Government reserves and will receive 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 government purposes, the Deliverables developed under

this Agreement and the copyright in and to such Deliverables. Despite anything to the contrary in this Agreement, Vendor acknowledges and agrees the [OVC/OJP] reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize other to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which recipient or subrecipient purchases with Federal support. Vendor acknowledges and agrees the [OVC/ OJP] has the right to: (A) obtain, reproduce, publish or otherwise use the data first produced under an award or subaward; and (B) authorize others to receive, reproduce, publish or otherwise use the data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation 52.227-14 (Rights in Data-General). Vendor also agrees to include this provision in any subaward or subcontract under this Agreement. Vendor must obtain from all subrecipients, contractors, and subcontractors, if any, all rights and data necessary to fulfill Vendor's obligations to the Federal Government under the award.

7.9 Publication, product, and electronic information. Despite anything to the contrary in this Agreement, Vendor understands and agrees that the Department must submit the final draft of any publication, product, electronic information and other Deliverables for [OVC/OJP] review. Vendor agrees to make any substantive corrections, if appropriate, to a publication, product or other Deliverable in response to comments generated through either the [OVC/OJP] peer review process or the internal U.S. Department of Justice review process. Any Phase 1 grant-funded products or Deliverables (written, Web-based, audio-visual, or any other media format), whether produced at the Department's or the government's expense must contain the following statement: "This [report] was produced by Council of State Governments Justice Center under grant 2013-VF-GX-K014, awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this report are those of the contributors and do not necessarily represent the official position or policies of the U.S. Department of Justice." Any Phase 2 grant-funded products or deliverables (written, Web-based, audio-visual, or any other media format), whether produced at the Department's or governments expense must contain the same statement with the appropriate grant number to be provided to Vendor by [September 1, 2018].

7.10 Promotional Materials. Vendor understands and agrees that it must submit any print or electronic promotional materials developed under this Agreement that are intended for public dissemination to [OVC/OJP] for review at least thirty (30) days before the release. Promotional materials include, but are not limited to, fact sheets, newsletters, press releases, Web-based materials, and listserv announcements.

SECTION 8. REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 Vendor represents and warrants that the Deliverables (in whole and in part) provided under a Statement of Work shall: (i) be free from material Deficiencies; and (ii) meet, conform to and operate in accordance with all Specifications and in accordance with this Agreement for one year following the date on which the Department provides Vendor with written notice of Final Acceptance (the "Warranty Period"). During the Warranty Period, Vendor shall, at its expense, repair, correct or replace any Deliverable that contains or experiences material Deficiencies or fails to meet, conform to or operate in accordance with Specifications within ten (10) days of receiving notice of such Deficiencies or failures from the Department. In the event Vendor is unable to repair, correct or replace such Deliverable to the Department's satisfaction, Vendor shall refund the fees or other amounts paid for the Deliverables and for any services related thereto. The foregoing shall not constitute an exclusive remedy under this Agreement, and the Department shall be entitled to pursue any other available contractual, legal or equitable remedies. Vendor shall be available at all reasonable times to assist the Department with questions, problems and concerns about the Deliverables, to inform the Department promptly of any known Deficiencies in any

Deliverables, repair and correct any Deliverables not performing in accordance with the warranties contained in this Agreement, notwithstanding that such Deliverable may have been accepted by the Department, and provide the Department with all necessary materials with respect to such repaired or corrected Deliverable. The Department's provision of notice of Acceptance or Final Acceptance with respect to any Deliverables will not in any way relieve the Vendor of its responsibilities to correct any Deficiency during the Warranty Period.

8.2 Vendor represents and warrants that it is fully aware of the Department's business requirements and intended purposes and uses for the Deliverables as set forth herein and in the RFP, and the Deliverables shall satisfy such requirements in all material respects and are fit for such intended purposes and uses.

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

8.4 Vendor represents and warrants that: (i) the Deliverables (and all intellectual property rights therein and related thereto); and (ii) the Department's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights therein and related thereto), 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. Vendor further represents and warrants there is no pending or threatened claim, litigation or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. Vendor shall inform the Department in writing immediately upon becoming aware of any actual, potential or threatened claim of or cause of action for infringement or violation of an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then Vendor shall, at the Department's request and at the Vendor's sole expense: (i) procure for the Department the right or license to continue to use the Deliverable at issue; (ii) replace such 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 the Department all fees, charges and any other amounts paid by the Department under this Agreement or any related agreement with respect to such Deliverable. In addition, Vendor agrees to indemnify and hold harmless the Department, Governmental Entities and the State, and their officers, directors, employees, officials and agents, as provided in the Indemnification section of this Agreement, including for any breach of the representations and warranties made by Vendor in this Section 8.4. The foregoing remedies shall be in addition to and not exclusive of other remedies available to the Department and shall survive termination of this Agreement.

8.5 All warranties made by Vendor in this Agreement, whether or not this Agreement specifically denominates Vendor's promise as a warranty or whether the warranty is created only by Vendor's affirmation or promise, or is created by a description of the materials and services to be provided, or by

provision of samples to the Department, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Agreement 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 Vendor.

8.6 Vendor represents, warrants and covenants that all services to be performed under this Agreement shall be performed in a professional, competent, diligent and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms and Specifications of this Agreement and the highest standards of performance applicable to vendors and service providers in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Agreement, the parties agree that the applicable specification shall be the generally accepted industry standard. So long as the Department notifies Vendor of any services performed in violation of this standard, Vendor shall re-perform the services at no cost to the Department, such that the services are rendered in the above-specified manner, or if the Vendor is unable to perform the services as warranted, Vendor shall reimburse the Department any fees or compensation paid to Vendor for the unsatisfactory services.

8.7 Vendor represents, warrants and covenants that it is knowledgeable about, and shall comply with, all applicable federal, state, foreign and local laws, rules, regulations, codes, and ordinances in connection with its performance under this Agreement and with all terms, conditions, requirements and assurances under the Grant Award Documents.

8.8 Vendor represents, warrants and covenants that it has no interest and shall not acquire any direct or indirect interest that would conflict in any manner or degree with the performance of its obligations under this Agreement or otherwise constitute a conflict of interest.

8.9 Vendor represents, warrants and covenants that the Deliverables comply with and will at all times comply with: (1) all applicable federal, state, and local laws, rules, regulations, codes, and ordinances in effect during the term of this Agreement, including without limitation, the Victims of Crime Act & Violence Against Women Act, Violence Against Women Act Universal Grant Conditions: Nondisclosure of Confidential or Private Information (VAWA 2013 Section 3: 42 U.S.C. 13925 (a)(20) & (b)(2) and VAWA as amended by the McKinney-Vento Homeless Assistance Act at (42 U.S.C. 11383) (VAWA 2005, Section 605) and Family Violence Prevention Services Act 42 U.S.C. 10406(c)(5); (2) the Grant Award Documents; (3) all applicable requirements of the [OVC/OJP] and any other United States Governmental Entity that provides any funding in connection with this Agreement; and (4) Section 508 of the Rehabilitation Act of 1973, as amended, all standards and requirements established by the Architectural and Transportation Barriers Access Board, and the World Wide Web (W3C) Web Accessibility Initiative. Without limiting the foregoing, Vendor covenants that all pertinent Deliverables will pass W3C validation and meet the accessibility standards of 36 C.F.R. § 1194, which implements section 508 of the Rehabilitation Act of 1973, as amended, including, without limitation, the following Section 508 technical standards: (1) Software Applications and Operating Systems (1194.21), (2) Web-based Internet Information and Applications (1194.22), and (3) Video or Multimedia Products (1194.24).

8.10 Vendor covenants that Vendor and its personnel and subcontractors will comply with and adhere to all applicable Department, State and federal information technology standards, including, without limitation, all technical and security standards, procedures and protocols, and that Vendor will take all precautions necessary to: (i) prevent unauthorized access to the Department's and the State's systems,

networks, computers, property, records, data, and information; and (ii) ensure that all of the Department's and the State's documentation, electronic files, and data, are used, and maintained in a secure manner, protecting their confidentiality, integrity, and availability. Vendor further covenants that Vendor and its personnel and subcontractors will ensure that all Deliverables will at all times comply with all applicable State and federal IT standards, policies and guidelines, including, but not limited to those relating to security, internet and the web, and data backup, unless the Department waives, in writing, Vendor's compliance with any particular standard or any specific portions thereof. By way of example only, see <https://ocio.iowa.gov/home/standards>. In addition, Vendor covenants that Vendor and its personnel and subcontractors will ensure that all networks, servers, computer systems, hardware, IT infrastructure and other hardware on which the Software, Deliverables, data and any websites are hosted, installed, operated, processed, stored or otherwise located, comply with all such State and federal IT standards, policies and guidelines. Vendor and Vendor's personnel and subcontractors shall comply with the Department's and the State's security regulations and procedures, including any procedure that the Department's or the State's personnel, contractors and consultants are normally asked to follow. Vendor agrees to cooperate fully and to provide any assistance necessary to the Department in the investigation of any security breaches that may involve or affect Vendor or Vendor's personnel or subcontractors, the System, Software, Deliverables or data.

8.11 Vendor represents and warrants 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 thereof, including but not limited to the payment of taxes and employee benefits, and covenants and warrants it will not become so during the Term of this Agreement, or any extensions thereof. Vendor represents that its accounting system is adequate to comply with this Agreement.

8.12 Vendor represents, warrants and covenants that for the duration of the Agreement and the Warranty Period, all Documentation will accurately reflect the operation of any Deliverable(s) to which the Documentation pertains, and the Documentation will enable the Department to use and maintain such Deliverable(s) for their intended purposes.

8.13 Vendor represents, warrants and covenants that all Deliverables do not and shall not as delivered or provided by Vendor contain an anti-use device, a disabling device, lockup program, a so-called "time bomb" or "drop dead" device, "back door," instructions, contaminants, viruses, malware, Trojan Horses, worms, cancelbots, or any other mechanism, code or computer programming routine that will disable, damage, impair or impede, lock-up, alter, halt, abnormally end, surreptitiously intercept, expropriate or interfere with any Software, websites, Deliverables or any data or information. Vendor further represents and warrants that no Deliverables contain any other programming or device of any kind that would allow unauthorized access to any Software, or to the Department's systems, networks or data, or to any websites operated by Vendor or any other person or any Third Party. Vendor covenants that it will not under any circumstance, including enforcement of a valid contract right, (i) install or trigger a lockup program or disabling device, or (ii) take any step that would in any manner interfere with Department's use of any Deliverables, or restrict Department from accessing any Deliverables, websites or any data or in any way interfere with the transaction of the Department's or the State's business. For any breach of this provision, Vendor shall, immediately after receipt of notification of the breach, cure the breach to Department's satisfaction, including, without limitation, repairing, at Vendor's expense, any damage done to any Software, data, websites, or any other Deliverables or property.

8.14 Vendor represents and warrants that the Deliverables do not contain or incorporate any open source code, in whole or in part, and do not require the use of any open source code in order to function or operate.

8.15 Vendor's warranties provided in this Section 8 are in addition to and not in lieu of any other warranties provided in this Agreement. All warranties provided for in this Agreement shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to the Department.

SECTION 9. INDEMNIFICATION

9.1 Vendor and its successors and permitted assigns shall indemnify and hold harmless the Department, the State, Governmental Entities, and their employees, officers, board members, agents, representatives, and officials ("Indemnitees") from and against any and all claims, actions, suits, liabilities, damages, losses, settlements, demands, deficiencies, judgments, costs and expenses (including, without limitation, the reasonable value of time of the Attorney General's Office and the costs, expenses and attorney fees of other counsel retained by any Indemnitee) directly or indirectly related to, resulting from, or arising out of this Agreement, including, but not limited to, any claims related to, resulting from, or arising out of:

9.1.1 Any violation or breach of any term or condition of this Agreement by or on behalf of Vendor, including, the furnishing or making of any statement, representation, warranty or certification in connection with this Agreement, the RFP or the Proposal that is false, deceptive, or misleading; or

9.1.2 Any negligent act or omissions, intentional or willful misconduct, or unlawful acts of Vendor, its officers, employees, agents, board members, subsidiaries, affiliates, contractors or subcontractors; or

9.1.3 Vendor's performance or attempted performance of this Agreement; or

9.1.4 Failure by Vendor or its employees, agents, officers, directors, subsidiaries, affiliates, contractors or subcontractors to comply with the Grant Award Documents and/or any applicable local, state, and federal laws, rules, ordinances and regulations; or

9.1.5 Any failure by Vendor or its employees, agents, officers, directors, contractors or subcontractors to make all reports, payments and withholdings required by Federal and state law with respect to Social Security, worker's compensation, employee income and other taxes, fees or costs required by the Vendor to conduct business in the State; or

9.1.6 Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights or personal rights of any Third Party, including any claim that any Deliverable or any use thereof (or the exercise of any rights with respect thereto) infringes, violates or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any Third Party.

9.1.7 Any claim for violation or infringement of any statutory or common law rights or any other rights of any person or entity, including, without limitation, any claims or causes of action involving

torts, personal injury, defamation, or rights of publicity, privacy, confidentiality, misappropriation or security.

9.1.8 Any breach (or threatened or claimed breach) of security or other incident affecting any data Department Property or networks, or any other event involving unauthorized access to or use of any data, Deliverables or networks.

9.2 Vendor's obligations under this Section 9 are not limited to third-party claims, but shall also apply to any claims that either party may assert against the other.

9.3 Vendor shall be liable for any personal injury or damage to property caused by the fault or negligence of Vendor, its officers, directors, employees, agents and approved contractors or subcontractors. In no event shall the Department, the State or any Governmental Entities be liable for injuries suffered by Vendor, or Vendor's employees, related to the work performed under this Agreement.

9.4 Vendor's duties as set forth in this Section 9 shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered by the Department or any other Indemnitee.

SECTION 10. DEFAULT AND TERMINATION

10.1 Termination for Cause by the Department. The Department may terminate this Agreement upon written notice for the breach by Vendor of any material term, condition or provision of this Agreement, if such breach is not cured within the time period specified in the Department's notice of breach or any subsequent notice or correspondence delivered by the Department to Vendor, provided that cure is feasible. Any time allowed for cure of a default shall not eliminate or reduce any liability Vendor may have for liquidated damages. In addition, the Department may terminate this Agreement effective immediately without penalty or legal liability and without advance notice or opportunity to cure for any of the following reasons:

10.1.1 Vendor furnished any statement, representation, warranty or certification in connection with this Agreement, the RFP or the Proposal that is false, deceptive, or materially incorrect or incomplete;

10.1.2 Vendor or any of Vendor's officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

10.1.3 Dissolution of Vendor or any parent or affiliate of Vendor owning a controlling interest in Vendor;

10.1.4 Vendor terminates or suspends its business;

10.1.5 Vendor's authorization to engage in business either in Iowa or where organized is suspended, terminated, revoked or forfeited;

10.1.6 Vendor has failed to comply with the Grant Award Documents or any international, federal, state, or local laws, rules, ordinances, regulations, requirements or orders applicable to this Agreement, Vendor's performance hereunder, and/or any Deliverables;

10.1.7 The Department determines or believes the Vendor has engaged in conduct that has or may expose the Department or the State to material liability;

10.1.8 Vendor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or Vendor misappropriates or allegedly misappropriates a trade secret; or

10.1.9 Any of the following has been engaged in by or occurred with respect to Vendor or any corporation, shareholder or entity having or owning a controlling interest in Vendor:

10.1.9.1 Commencing or permitting a filing against it which isn't discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;

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

10.1.9.3 Making an assignment for the benefit of creditors;

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

10.1.9.5 Taking any action to authorize any of the foregoing.

10.1.10 The Department has determined or suspects that any breach (or threatened or claimed breach) of security or other incident affecting any data or information, or any other

event involving unauthorized access to or use of data or any networks or systems, has occurred.

The Department's right to terminate this Agreement shall be in addition to and not exclusive of other remedies available to the Department, and the Department shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

10.2 Termination upon Notice. Following thirty (30) days written notice, the Department may terminate this Agreement in whole or in part for any reason without the payment of any penalty or incurring any further obligation or liability to Vendor..

10.3 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this Agreement without penalty or liability and without any advance notice as a result of any of the following:

10.3.1 The legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement; or

10.3.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department (regardless of the source of funding or revenues) to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or

10.3.3 If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified; or

10.3.4 If the Department's duties, programs or responsibilities are modified or materially altered; or

10.3.5 If any event or circumstance occurs that impacts or affects the ability of the Department, the State or any Governmental Entity to continue to operate, use, maintain or pay for any Deliverables;

10.3.6 If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Department's ability to fulfill any of its obligations under this Agreement or its use of any Deliverables, or any portion or component thereof.

The Department shall provide Vendor with written notice of termination pursuant to this section.

10.4 Limitation of the State's Payment Obligations. In the event of termination of this Agreement for any reason by either party (except for termination by the Department pursuant to Section 10.1), the Department shall pay only those amounts, if any, due and owing to Vendor for Deliverables for which Acceptance has been provided by the Department up to and including the date of termination of this

Agreement and for which the Department is obligated to pay pursuant to this Agreement; provided however, that in the event the Department terminates this Agreement pursuant to Section 10.3, the Department's obligation to pay Vendor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of invoices and proper proof of Vendor's claim. Notwithstanding the foregoing, this Section 10.4 in no way limits the rights or remedies available to the Department and shall not be construed to require the Department to pay any compensation or other amounts hereunder in the event of Vendor's breach of this Agreement or any amounts withheld by the Department in accordance with the terms of this Agreement. The Department shall not be liable, under any circumstances, for any of the following:

10.4.1 The payment of unemployment compensation to Vendor's employees;

10.4.2 The payment of workers' compensation claims, which occur during the Agreement or extend beyond the date on which the Agreement terminates;

10.4.3 Any costs incurred by Vendor in its performance of the Agreement, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Agreement;

10.4.4 Any damages or other amounts, including amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Agreement;

10.4.5 Any taxes Vendor may owe in connection with the performance of this Agreement, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

10.5 Vendor's Duties. Upon request of the Department, Vendor shall, within any time periods or deadlines specified by the Department:

10.5.1 Cease work under this Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work performed under the Agreement and such other matters as the Department may require;

10.5.2 Immediately cease using and return to the Department any property (including, without limitation, Department Property) or materials, whether tangible or intangible, provided by the Department to Vendor;

10.5.3 Cooperate in good faith with the Department and its employees, agents and independent contractors (including Authorized Contractors) during any transition period specified by the Department in connection with the transition of work, services and Deliverables to be provided by any replacement contractors or service providers (which, for the sake of clarity, is not limited to third-party independent contractors but may also include the State or a Governmental Entity);

10.5.4 Immediately return to the Department any payments made by the Department for services or Deliverables that were not rendered or provided by Vendor;

10.5.5 Immediately deliver to the Department any and all Deliverables for which the Department has made payment (in whole or in part) that is in the possession of under the control of the Vendor or its

agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied at that time;

10.5.6 Immediately deliver to the Department a complete and current copy of all source code and Documentation (in such forms or formats and on using such media or methods as the Department may specify);

10.5.7 Perform, comply with and satisfy all duties and obligations as set forth in Section 4.14, as requested by the Department.

10.6 Termination for Cause by Vendor. Vendor may only terminate this Agreement upon written notice of the breach by the Department of any material term, condition or provision of this Agreement, if such breach is not cured within sixty (60) days of the Department's receipt of Vendor's written notice of breach.

SECTION 11. INSURANCE

11.1 Insurance Policies. Vendor shall, at its sole expense, maintain in full force and effect, with insurance companies admitted to do business in the State of Iowa, insurance covering its work of the type and in amounts required by this Agreement. Vendor's insurance shall, among other things, insure against any loss or damage resulting from or related to Vendor's performance of this Agreement regardless of the date the claim is filed or expiration of the policy. All insurance policies required by this Agreement shall: (i) remain in full force and effect for the entire term of this Agreement; and (ii) not be reduced, changed (to the detriment of the Department or the State), or canceled (without being simultaneously replaced by another policy meeting the requirements of this Section 11). The State of Iowa and the Department shall be named as additional insureds on all such policies, and all such policies shall include the following endorsement: "It is hereby agreed and understood that the State of Iowa and the Iowa Department of Aging are named as additional insured, and that the coverage afforded to the State of Iowa and the Iowa Department of Aging under this policy shall be primary insurance. If the State of Iowa or the Agency have other insurance which is applicable to a loss, such other insurance shall be on an excess, secondary or contingent basis. The amount of the insurer's liability under this policy shall not be reduced by the existence of such other insurance." Notwithstanding the foregoing, the requirement that the State of Iowa and the Department be named as additional insureds on all policies of insurance shall not apply to Vendor's Workers Compensation Insurance.

Unless otherwise requested by the Department, Vendor shall cause to be issued insurance policies with the coverages set forth below:

<i>Type of Insurance</i>	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products – Comp/Op Aggregate Personal injury	\$15 million \$15 million \$15 million

	Each Occurrence	\$5 million
Excess Liability, umbrella form	Each Occurrence	\$5 million
	Aggregate	\$15 million
Technology Errors and Omissions Insurance	Each Occurrence	\$5 million
	Aggregate	\$15 million
Workers Compensation and Employer Liability	As Required by Iowa law	
	Each Occurrence	\$15 million
Cyber Liability / Network Security	Aggregate	\$15 million

11.2 Claims Provision. All insurance policies required by this Agreement, with the exception of the policy for Errors and Omissions Insurance, must provide coverage on an “occurrence basis” 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. The policy for Errors and Omissions Insurance will provide coverage on a “claims made” basis, provided however, that such policy includes Extended Reporting Period or Tail Coverage acceptable to the Department.

11.3 Certificates of Coverage. At the time of execution of this Agreement, Vendor shall deliver to the Department certificates of insurance certifying the types and the amounts of coverage, certifying that said insurance is in force before the Vendor starts work, certifying that said insurance applies to, among other things, the work, activities, products and liability of the Vendor related to this Agreement, certifying that the State of Iowa and the Department are named as additional insureds on the policies of insurance by endorsement as required herein, and certifying that no cancellation or modification of the insurance will be made without at least thirty (30) days prior written notice to the Department. All certificates of insurance shall be subject to approval by the Department. The Vendor shall simultaneously with the delivery of the certificates deliver to the Department one duplicate original of each insurance policy.

11.4 Liability of Vendor. Acceptance of the insurance certificates by the Department shall not act to relieve Vendor of any obligation under this Agreement. It shall be the responsibility of Vendor to keep the respective insurance policies and coverages current and in force during the life of this Agreement. Vendor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Vendor shall have no claim or other recourse against the State or the Department for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Vendor. Notwithstanding any other provision of this Agreement, Vendor shall be fully responsible and liable for meeting and fulfilling all of its obligations under Section 11 of this Agreement.

11.5 Waiver of Subrogation Rights. Vendor shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the Department or the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the Department for all policies except for the policy for the Errors and Omissions Insurance.

11.6 Filing of Claims. In the event either the Department or the State suffers a loss and is unable to file a claim under any policy of insurance required under this Agreement, the Vendor shall, at the Department’s request, immediately file a proper claim under such policy. Vendor will provide the

Department with proof of filing of any such claim and keep the Department fully informed about the status of the claim. In addition, Vendor agrees to use its best efforts to pursue any such claim, to provide information and documentation requested by any insurer providing insurance required hereunder and to cooperate with the Department and the State. Vendor shall pay to the Department and the State any insurance proceeds or payments it receives in connection with any such claim immediately upon Vendor's receipt of such proceeds or payments.

11.7 Proceeds. In the event the Department or the State suffers a loss that may be covered under any of the insurance policies required under this Section 11, neither the Vendor nor any subsidiary or affiliate thereof shall have any right to receive or recover any payments or proceeds that may be made or payable under such policies until the Department and/or the State have fully recovered any losses, damages or expenses sustained or incurred by it (subject to applicable policy limits), and Vendor hereby assigns to the Department and the State all of its rights in and to any and all payments and proceeds that may be made or payable under each policy of insurance required under this Agreement.

SECTION 12. CONTRACT ADMINISTRATION

12.1 Independent Contractor. Vendor is an independent contractor performing services for the Department. Vendor shall not hold itself out as an employee or agent of the Department. The Department shall not provide Vendor with office space, support staff, equipment or tools, or supervision beyond the terms of this Agreement. Neither Vendor nor any of its staff are eligible for any State employee benefits, including, but not limited to, retirement benefits, insurance coverage or the like. Vendor and its staff shall not be considered employees of the Department or the State for any purpose, including for federal or State tax purposes. The Department shall not withhold taxes on behalf of Vendor. Vendor shall be responsible for payment of all taxes in connection with any income earned from performing this Agreement.

12.2 Compliance with the Law and Regulations.

12.2.1 Vendor and its employees, agents, officers, directors, approved subcontractors shall comply with all applicable federal, state, international, and local laws, rules, ordinances, codes, regulations and orders when performing its obligations under this Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and Iowa Code section 19B.7), the administrative rules of the Iowa Department of Administrative Services ("DAS") and the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action, laws relating to prevailing wages, occupational safety and health standards, prevention of discrimination in employment, payment of taxes, gift laws, lobbying laws, and laws relating to the use of targeted small businesses as subcontractors or suppliers. Vendor shall comply with any applicable reporting and compliance standards of the DAS regarding equal employment. Upon the Department's or DAS' written request, Vendor shall submit to a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121. Vendor, its employees, agents and approved subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this contract. In the event the Department approves Vendor entering into contracts with subcontractors or other third parties, Vendor shall take all steps necessary to ensure such third parties are bound by the terms and conditions contained in this section. Notwithstanding anything in this contract to the contrary, Vendor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this contract, and the Department may: (i) cancel, terminate, or suspend, in whole or in

part, this contract, (ii) may declare Vendor ineligible for future state contracts in accordance with authorized procedures or (iii) subject Vendor to other sanctions as provided by law or rule.

12.2.2 Vendor shall give notice to any labor union with which it has a bargaining or other agreement of its commitment under this section of the Agreement. Vendor shall make the provisions of this section a part of its contracts with any subcontractors providing goods or services related to the fulfillment or performance of this Agreement;

12.2.3 The Department may consider the failure of Vendor to comply with any law or regulation as a material breach of this Agreement.

12.3 Confidentiality. Vendor and its employees, agents, approved contractors and subcontractors may have access to Confidential Information, data, software, hardware, programs or other information or property possessed, owned or maintained by the Department or the State (“Department Property”) to the extent necessary to carry out its responsibilities under the Agreement. Such Department Property shall at all times remain the property of the Department and/or the State. Vendor shall preserve the confidentiality of Department Property disclosed or furnished by the Department to Vendor and shall maintain procedures for safeguarding such property. Vendor will designate one individual who shall remain the responsible authority in charge of all Department Property collected, used, or disseminated by Vendor in connection with the performance of this Agreement. Vendor shall accept responsibility for providing adequate supervision and training to its agents, employees and any approved contractors and subcontractors to ensure compliance with the terms of this Agreement. Vendor and its employees, agents, and any approved contractors or subcontractors may be required by the Department to execute confidentiality or non-disclosure agreements to obtain access to certain Department Property. Vendor and its employees, agents, approved contractors and subcontractors shall not disclose, publish, reproduce, disseminate or otherwise use any Department Property received, collected, maintained, or used in the course of performance of the Agreement except as permitted by the Department to enable Vendor to perform its obligations under this Agreement and except as required by applicable laws, rules or regulations, either during the term of this Agreement or thereafter. Vendor agrees to return any and all Department Property received, collected, accessed, maintained, created, or used in the course of the performance of the Agreement in whatever form it is maintained promptly at the request of the Department. In the event that Vendor receives a request for access to any Department Property, Vendor shall immediately communicate such request to the Department for consideration and handling.

Vendor shall indemnify the Department, the State and all other Indemnitees in the manner provided for indemnification elsewhere in this Agreement for a violation of this section. In the event of a breach of this section, the Department may terminate this Agreement immediately without notice of default and opportunity to cure. Vendor acknowledges that the disclosure of any Confidential Information of the Department or the State will immediately give rise to continuing irreparable injury to the Department and others that is inadequately compensable in damages at law. Accordingly, and without prejudice to any other remedy available to the Department, the Department will be entitled to injunctive relief. Vendor’s obligations under this section shall survive expiration or termination of this Agreement.

12.4 Amendments. This Agreement may be amended in writing from time to time by mutual consent of the parties. Both parties must execute all amendments to this Agreement.

12.5 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit the Department, the State, Governmental Entities, the Vendor and their respective successors and permitted assigns.

12.6 Choice of Law and Forum.

12.6.1 This Agreement shall be governed in all respects by, and construed in accordance with, the laws of the State of Iowa, without giving effect to the choice of law principles thereof;

12.6.2 Any and all litigation or actions commenced in connection with this Agreement, including after expiration or termination of this Agreement, shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court for Polk County, but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division. Vendor irrevocably: (i) consents and agrees that any legal or equitable action or proceeding arising under, in connection with or arising out of this Agreement shall be brought and maintained exclusively in the aforesaid courts; (ii) submits to and accepts, with respect to any such action or proceeding, for it and in respect of its properties and assets regardless of the physical or legal situs thereof, generally and unconditionally, the jurisdiction of the aforesaid courts; and (iii) waives any objection to such jurisdiction based on forum non conveniens or otherwise;

12.6.3 This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the Department or the State, including sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise;

12.6.4 Vendor irrevocably consents to service of process by certified or registered mail addressed to the Vendor's designated agent. The Vendor appoints [_____] as its agent to receive service of process. If for any reason the Vendor's agent for service is unable to act as such or the address of the agent changes, Vendor shall immediately appoint a new agent and provide the Department with written notice of the change in agent or address. Any change in the appointment of the agent or address will be effective only upon actual receipt by the Department. Nothing in this provision will alter the right of the Department to serve process in any other manner permitted by law;

12.6.5 This Section 12.6 shall survive termination of this Agreement.

12.7 Assignment and Delegation. This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party, except that the Department may assign, transfer, or convey this Agreement, in whole or in part, to any Governmental Entity that succeeds the Department's duties hereunder or otherwise assumes responsibility for functions or duties currently assumed by the Department to which the Deliverables relate. For purposes of construing this clause, a transfer of a controlling interest in Vendor, a merger, sale or consolidation of Vendor, or a sale of substantially all of Vendor's assets shall be considered an assignment. Vendor agrees that it shall provide the Department with the earliest possible advance notice of any proposed sale or transfer or any controlling interest in or substantial assets of Vendor and of any proposed merger, sale or consolidation of Vendor. Vendor agrees that it shall not use this Agreement, or any portion thereof, for collateral or to otherwise secure any financial obligation of Vendor or any affiliate thereof without the prior written

consent of the Department. Vendor further agrees that it may not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber any payments that may or will be made to the Vendor under this Agreement.

12.8 Use of Subcontractors/Third Parties. None of the services to be provided by Vendor pursuant to this Agreement shall be subcontracted or delegated to, or provided by, any subcontractor or other Third Party without the prior written consent of the Department, which consent may be withheld in the Department's sole discretion. The Vendor shall select and utilize only those subcontractors that are capable of meeting or exceeding all of the requirements set forth in this Agreement, including, but not limited to, those contained in Exhibits D and E. Vendor shall oversee each subcontractor's compliance with such requirements and shall be fully and financially responsible to the Department for any failure of a subcontractor to meet such requirements. The Department's consent shall not be deemed in any way to provide for the incurrence of any additional obligation of the Department, whether financial or otherwise. Any subcontract to which the Department has consented shall be in writing and shall in no way alter the terms and conditions of this Agreement. All subcontracts and subcontractors of Vendor shall be subject to the terms and conditions of this Agreement and to any conditions of approval that the Department may deem necessary. Vendor is solely liable for any and all payments that may be due to a subcontractor pursuant to any subcontract. Vendor shall indemnify and hold harmless the Department and the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Vendor's breach of any subcontract into which it enters, including Vendor's failure to pay any and all amounts due to any subcontractor. In addition, the Department is not responsible for any failure of any subcontractor to pay any amounts that may be due to Vendor, and Vendor may not refuse to perform its obligations under this Agreement for any such failure. If Vendor fails, neglects or refuses to pay promptly, as due, any claim for labor or services furnished to Vendor or any subcontractor by any person in connection with the Deliverables provided under this Agreement, the Department may (but is not obligated to) pay such claim and charge the amount of the payment against funds due or to become due Vendor under this Agreement. The payment of a claim in the manner authorized in this paragraph shall not relieve Vendor or its surety from any obligation with respect to any unpaid claims. All subcontracts shall contain provisions which allow the Department to access the subcontractor's books, documents, and records and for inspections of work, as required of Vendor herein. No subcontract or delegation of work shall relieve or discharge Vendor from any obligation, provision, or liability under this Agreement. Vendor shall remain responsible for such performance and shall be fully responsible and liable for all acts or omissions of any such contractor or subcontractor. Any action of a subcontractor, which, if done by Vendor, would constitute a breach of this Agreement, shall be deemed a breach by Vendor and have the same legal effect.

12.9 Integration. This Agreement represents the entire agreement between the parties concerning the subject matter hereof, and neither party is relying on any representation that may have been made which is not included in this Agreement. Notwithstanding anything herein to the contrary, no shrink-wrap, click-wrap, click-through, click-accept, browse-wrap, sneak-wrap, online terms or website terms ("Additional Terms") provided with or related to any Deliverables, products, software or services hereunder will be binding on the Department, even if use of such Deliverables, products, software or services requires an affirmative "acceptance" of those Additional Terms before access is permitted. All such Additional Terms shall be of no force or effect and shall be deemed rejected by Department in their entirety. Vendor acknowledges that it has thoroughly read this Agreement and all related schedules, exhibits, and other documents and has had the opportunity to receive competent advice and counsel necessary for it to form a complete understanding of all rights and obligations herein and to accept same freely and without

coercion of any kind. Accordingly, this Agreement shall not be construed or interpreted against the Department on the basis of draftsmanship or preparation thereof.

12.10 Obligation Beyond Agreement Term. This Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Agreement. Vendor's obligations under this Agreement which by their nature would continue beyond the termination of this Agreement, including, by way of illustration and not by limitation, those obligations set forth in Sections 4, 5, 7, 8, 9, 10.4 - 10.6, 11, 12.2, 12.3, 12.6, 12.8, 12.10 - 12.16, 12.18, 12.19, 12.24, 12.25, 12.28, 12.30, 12.32, 12.33, and 12.37 – 12.39 shall survive termination of this Agreement and/or termination of Support. [Note: Department reserves the right to review and revise these references before the Agreement is finalized.]

12.11 Supersedes Former Agreements. This Agreement supersedes all prior Agreements between the Department and Vendor for the goods, services and other Deliverables provided in connection with this Agreement.

12.12 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the Department and Vendor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

12.13 Notices.

12.13.1 Notices. Notices under this Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice under this Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS:

If to the Department:

Iowa Department of Justice
Crime Victim Assistance Division
Attn : Janelle Melohn
Lucas State Office Building
321 E. 12th Street
Des Moines, Iowa 50319
Email : Janelle.Melohn@iowa.gov

If to Vendor:

[]

12.13.2 Any notice or communication sent by certified U.S. Mail under this Agreement shall be deemed given upon receipt as evidenced by the U.S. Postal Service return receipt card, or if sent by overnight delivery service, upon receipt as evidenced by the signature attained by the carrier;

12.13.3 From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

12.14 Cumulative Rights. The various rights, powers, options, elections and remedies of the Department and the State provided in this Agreement shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed the Department and the State by law, and shall in no way affect or impair the right of the Department or the State to pursue any other contractual, equitable or legal remedy to which the Department and the State may be entitled. The election by the Department or the State of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

12.15 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

12.16 Time is of the Essence. Time is of the essence with respect to Vendor's performance of its obligations under this Agreement. Vendor shall ensure that all personnel and any other subcontractors of Vendor providing services to the Department are responsive to the Department's requirements and requests in all respects.

12.17 Authorization. Vendor represents and warrants that it has the right, power and authority to enter into and perform its obligations under this Agreement and that it has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation of Vendor, enforceable in accordance with its terms.

12.18 Successors in Interest. All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties' hereto and their respective successors, assigns, and legal representatives.

12.19 Records Retention and Access. The Vendor shall maintain accurate, current, and complete books, documents and records that sufficiently and properly document the Vendor's performance under this Agreement, including records that document all fees and other amounts charged during the term of this Agreement, for a period of at least five (5) years following the later of the date of final payment, termination or expiration of this Agreement, or the completion of any required audit. If any litigation, claim, negotiation, audit or other action involving the books, documents and records has been started before the expiration of the five-year period, the Vendor must retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the above-described five year period, whichever is later. The Vendor shall permit the Department, the Auditor of the State of Iowa, or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, at no charge, to access and examine, audit, excerpt and transcribe any pertinent books, documents, and records, electronic or optically stored and created records or other records of the Vendor relating directly or indirectly to the Vendor's performance under this Agreement, wherever located. At the request of the Department, Vendor shall deliver and provide, at no charge, complete copies of such books, documents and records to the Department or its designee in such formats and within such time period as may be

specified by the Department in its request. The Vendor shall not impose a charge or seek payment for any fee, charge, or expense associated with any audit, examination or delivery of such books, documents and records. The Vendor shall require its subcontractors to agree to the same provisions of this section. Based on the audit findings, the Department reserves the right to address the Vendor's board or other managing entity regarding performance and expenditures. When state or federal law or the terms of this Agreement require compliance with Iowa Code Chapter 34A, OMB Circular A-87, A-110, or other similar provision addressing proper use of government funds, the Vendor shall comply with these additional records retention and access requirements:

- i.** Records of financial activity shall include records that adequately identify the source and application of funds. When the terms of this Agreement require matching funds, cash contributions made by the Vendor and third party in-kind (property or service) contributions must be verifiable from the Vendor's records. These records must contain information pertaining to contract amount, obligations, unobligated balances, assets, liabilities, expenditures, income and third-party reimbursements.
- ii.** The Vendor shall maintain accounting records supported by source documentation that may include but are not limited to cancelled checks, paid bills, payroll, time and attendance records, and contract award documents.
- iii.** The Vendor, in maintaining project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the Department.
- iv.** The Vendor shall maintain a sufficient record keeping system to provide the necessary data for the purposes of planning, monitoring and evaluating its program.
- v.** The Contractor shall retain all medical records for a period of six (6) years from the last date of service for each patient; or in the case of a minor patient or client, for a period consistent with that established by Iowa Code section 614.1(9). Client records, which are non-medical, must be maintained for a period of at least five (5) years, or longer if otherwise required by this Agreement.

12.20 Headings or Captions and Terms. The section headings or captions are for identification purposes only and do not limit or construe the contents of the sections. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, and the word "or" has the inclusive meaning represented by the phrase "and/or." The words "include" and "including" shall be deemed to be followed by the phrase "without limitation." The words "thereof," "herein," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

12.21 Multiple Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one contract binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

12.22 Not a Joint Venture. Nothing in this Agreement shall be construed as creating or constituting the relationship of the partnership, joint venture (or other association of any kind or agent/principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon, another party to this Agreement.

12.23 Additional Provisions. The parties agree that if an Addendum, Rider, Schedule, Appendix or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

12.24 Further Assurances and Corrective Instruments. The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

12.25 Obligations of Joint Entities. If Vendor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this agreement, and for any default of such activities and obligations.

12.26 Delays or Impossibility of Performance. Neither party shall be in default under this Agreement if performance is prevented, delayed or made impossible to the extent that such prevention, delay, or impossibility is caused by a “force majeure.” The term “force majeure” as used in this Agreement includes an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care, such as acts of God, earthquakes, and similar catastrophic events or causes. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the parties. “Force majeure” does not include: financial difficulties of the Vendor or any parent, subsidiary, affiliated or associated company of Vendor or any subcontractor used by Vendor; claims or court orders that restrict Vendor’s ability to deliver the Deliverables contemplated by this Agreement; strikes; labor unrest; supply chain disruptions; Internet outages; viruses; malware, Trojan Horses; worms; cancelbots; denial of service attacks; hacking; intrusions; security breaches; or any other similar item, malicious code or action that might interfere with or adversely affect the System, Software, any servers, computer hardware, devices or IT infrastructure, or data. If delay results from a contractor’s, subcontractor’s or supplier’s conduct, negligence or failure to perform, the Vendor shall not be excused from compliance with the terms and obligations of the Vendor unless the contractor, subcontractor or supplier is prevented from timely performance by a “force majeure” as defined in this Agreement. If a “force majeure” delays or prevents the Vendor’s performance, the Vendor shall immediately use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be determined solely by the Department. The party seeking to exercise this provision and not perform or delay performance pursuant to a “force majeure” shall immediately notify the other party of the occurrence and reason for the delay. The parties shall make every effort to minimize the time of nonperformance and the scope of work not being performed due to the unforeseen events. Dates by which the Vendor’s performance obligations are scheduled to be met will be extended only for a period of time equal to the time lost due to any delay so caused.

12.27 Material Breaches. The references in this Agreement to specific material breaches of this Agreement shall not be construed as implying that other breaches of this Agreement are not material.

12.28 Right of Inspection. Vendor shall allow the Department, or anyone designated by the Department, to inspect its facilities and books and records at all reasonable times in order to monitor and evaluate performance of this Agreement.

12.29 Taxes. Vendor shall be responsible for paying any taxes incurred by Vendor in the performance of this Agreement. The Department and the State are exempt from the payment of State sales and other taxes.

12.30 Title to Property. Title to all property (including Department Property) furnished by the Department and/or the State to Vendor to facilitate the performance of this Agreement shall remain the sole property of the Department and/or the State. All such property shall only be used by Vendor for purposes of fulfilling its obligations under this Agreement and shall be returned to the Department upon the earliest of completion, termination, or cancellation of this Agreement or at the Department's request. Vendor acknowledges that it shall acquire no interest or rights in and to such property. Except as expressly provided in this Agreement, Vendor shall not disclose or use such property for any purpose, including pledging or encumbering it, selling or using it for monetary gain, using it to compile mailing lists, solicit business or pursue other business activities, or otherwise. Title to all property purchased by Vendor, for which Vendor has been reimbursed or paid by the Department under this Agreement, shall pass to and vest in the Department and/or State, except as otherwise provided in this Agreement.

12.31 Exclusivity. This Agreement is not exclusive. During the term of this Agreement, the Department may obtain similar services from other service providers.

12.32 Award of Related Agreements. The Department may undertake or award supplemental or successor agreements for work related to this Agreement. Vendor shall cooperate fully with other contractors, consultants and other persons who may be engaged by the Department or the State in connection with this Agreement. Vendor will ensure that any of its contractors or subcontractors that have been approved by the Department will abide by this provision.

12.33 Sovereign Immunity. The Department and the State do not waive sovereign immunity by entering into this Agreement and specifically retain and reserve the defense of sovereign immunity and all defenses available to them under State and federal laws, rules and regulations for any claim arising out of or related to this Agreement.

12.34 Disclaimer. All information contained in the RFP and any appendices or attachments thereto reflect the information available to the Department at the time the above-cited documents were prepared. The Department does not warrant the accuracy of any such information and shall 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.

12.35 Intentionally Omitted.

12.36 Assignment of Third Party Warranties. At the Department's request, Vendor will assign to the Department any and all 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 Agreement.

12.37 Attorney's Fees and Expenses. In the event Vendor defaults in any obligations under this Agreement, Vendor shall pay to the Department all costs and expenses (including, without limitation, the reasonable value of time of the Attorney General's Office and the costs, expenses and attorney fees of other counsel retained by or on behalf of the Department) incurred by the Department in enforcing this Agreement or any of its rights and remedies with respect thereto.

12.38 Contract Compliance Audit. Vendor agrees that the Department or a representative of its selection may conduct a complete contract compliance audit at least once annually during the term of this Agreement and after termination or expiration of this Agreement to determine whether or not the Vendor is complying with the terms of this Agreement, criteria established for access to Department Property, State and federal laws regarding Confidential Information, and any other applicable laws and regulations. Vendor shall promptly comply with and correct any deficiencies noted in the audit report as audit exceptions and will promptly implement any recommendations reasonably requested by the Department or its representatives. Vendor shall not impose any charge or fee in connection with any contract compliance audit.

12.39 Care of Property. Vendor shall be responsible for the proper custody and care of any property, data, databases, software, interfaces, hardware, telecommunications lines and equipment, intellectual property and Department Property furnished by the Department for Vendor's use in connection with the performance of the Agreement. Vendor shall exercise its best efforts to prevent damage to all such property and shall, at the Department request, restore damaged property to the extent possible to its condition prior to the damage at the sole expense of Vendor. Such restoration shall be complete when judged satisfactory by the Department. In addition, at the Department's request, Vendor will reimburse the Department for any loss or damage to such property caused by Vendor, or any agent, contractor or subcontractor employed or utilized by Vendor. Vendor shall not take any action that would impair the value of, or goodwill associated with, the name, property and intellectual property rights of the Department and the State. Vendor shall obtain the prior advance written approval from the Department prior to Vendor's use (in advertising, publicity, public contract bidding, or otherwise) of the name, marks or intellectual property rights of the Department or the State.

12.40 Notification of Events. Vendor shall notify the Department in writing if any of the following has been engaged in by or occurred with respect to Vendor or any corporation, shareholder or entity having or owning a controlling interest in Vendor:

12.40.1 Vendor 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

12.40.2 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

12.40.3 Making an assignment for the benefit of creditors; or

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

12.40.5 An order is entered approving an involuntary petition to reorganize the business of Vendor for all or part of its property; or

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

12.40.7 Taking any action to authorize any of the foregoing; or

12.40.8 Vendor or any affiliate or subcontractor of Vendor has experienced a breach in security, unauthorized access to data or any computer network, system, server, data center or hardware operated by or on behalf of Vendor (or any affiliate or subcontractor of Vendor), or any other event or incident that affects Vendor, its customers, or any customer data.

12.41 Repayment Obligation. If a State or federal audit takes exception to the services or Deliverables provided under this Agreement for which state or federal reimbursement has been paid, or if State and/or federal funds are deferred and/or disallowed as a result of any audits (or expended in violation of the laws applicable to the expenditure of such funds), the Vendor will be liable to the Department (or any other applicable Governmental Entity, including the United States Department of Justice) and the State for the full amount of any such reimbursement or any claim disallowed (or the amount of funds expended in violation of applicable laws or requirements) and for all related penalties incurred. If the Department or any federal agency concludes that Vendor has been paid for any cost that is unallowable, unallocable, or unreasonable under this Agreement, Vendor will be liable to the Department and the State for such cost. The Vendor shall pay to the Department all amounts for which the Vendor is liable under this section within ten (10) business days of receiving the Department written demand or written notice. The Department may withhold any payment under this Agreement if Vendor fails to timely make any payment required by this section. The requirements of this section shall apply to the Vendor, its affiliate and subcontractors.

12.42 Qualifications of Staff. The Vendor shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors or anyone acting for or on behalf of the Vendor, are properly licensed, certified or accredited as required under applicable State law. The Vendor shall provide

standards for service providers who are not otherwise licensed, certified or accredited under applicable State law.

12.43 Certification regarding Sales and Use tax. By executing this Agreement, the Vendor certifies it is either (a) registered with the Iowa of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or (b) not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Vendor also acknowledges that the Department may declare the Agreement void if the above certification is false. The Vendor also understands that fraudulent certification may result in the Department or its representative filing for damages for breach of contract.

12.44 Compliance with Iowa Code Chapter 8F. If this Agreement is subject to the provisions of Iowa Code chapter 8F, the Vendor shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Agreement. The Vendor shall provide the Department with any compliance documentation, including but not limited to certifications, received from subcontractors by the Vendor.

12.45 Use of Name or Intellectual Property. The Vendor agrees it will not use the State’s, the Department’s and/or any other Governmental Entity’s name or any of their intellectual property, including but not limited to, any trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the Department and/or the State.

12.46 Conflict of Interest. The Vendor represents, warrants, and covenants that no relationship exists or will exist during the Agreement period between the Vendor and the Department that is a conflict of interest. No employee, officer or agent of the Vendor or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code Chapter 68B shall apply to this Agreement. If a conflict of interest is proven to the Department, the Department may terminate this Agreement and the Vendor shall be liable for any excess costs to the Department as a result of the conflict of interest. The Vendor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Vendor shall report any potential, real, or apparent conflict of interest to the Department.

12.47 Publicity. During the Term of this Agreement and at all times after the termination or expiration of this Agreement, Vendor shall not make any media release or other public announcement relating to or referring to this Agreement without the Department’s prior written consent. Vendor shall acquire no right to use, and shall not use, without the Department’s prior written consent, the terms or existence of this Agreement or any Statement of Work, the names, trade names, trademarks, service marks, artwork, designs, or copyrighted materials of the Department or the State of Iowa or any Governmental Entity, its related entities, employees, assigns, successors or licensees: (a) in any advertising, publicity, press release, customer list, presentation or promotion; (b) to express or to imply any endorsement of Vendor or Vendor’s services by the State of Iowa; or (c) in any manner other than expressly in accordance with this Agreement.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

Iowa Department of Justice

Name of Vendor

By: _____

By: _____

Name:

Title:

Date: _____

Date: _____

Schedule A – Initial Statement of Work

SCHEDULE B – PROJECT PLAN

SCHEDULE C – PERFORMANCE STANDARDS: PAYMENT, MONITORING AND REVIEW

The parties acknowledge and agree that high quality and timely delivery of the Deliverables that Vendor is required to provide as part of this Agreement is important and essential to the overall success of this Agreement.

1. PAYMENT FOR PERFORMANCE

- Vendor compensation is tied to performance as provided in this Agreement.
- Vendor will submit to the Department detailed invoices requesting payment of compensation and all such supporting information to justify the requested compensation and such other information as the Department may request in accordance with Section 5.2 of the Agreement.
- Vendor is required by this Agreement to provide the Department with detailed weekly reports in accordance with Section 6.3 of this Agreement.
- Vendor will comply with the Monitoring and Review provisions of this Agreement.
- The Department will perform Acceptance Testing in accordance with this Agreement.

2. MONITORING

In order to allow the Department to effectively monitor the Vendor's compliance with and performance under this Agreement, the Vendor will in accordance with this Agreement provide the following documentation:

- Detailed invoices with supporting information as required by Section 5.2 of the Agreement.
- Weekly activity status reports as defined in Section 6.3 of this Agreement.
- The Department will use the Acceptance procedures described in Section 6.2 of the Agreement to monitor the quality of Deliverables and to determine whether Deliverables meet Acceptance Criteria

3. REVIEW

The Department will use the following measures and documentation in reviewing performance under this Agreement:

- Monitoring the Project schedule and timely completion of scheduled tasks.
- Detailed invoices with supporting information as required by Section 5.2 of the Agreement.
- Weekly activity status reports as defined in Section 6.3 of this Agreement.

Schedule D – Special Terms Related to Data, Data Security, and Security Breaches/Incidents

Ownership of Data. All data, including all Confidential Information of the Department and Department Property, obtained or received by Vendor in the performance of or during the term of this Agreement shall be and remain the sole and exclusive property of the Department and the State of Iowa, including without limitation all data in any way provided, submitted, modified, processed, abstracted, adapted, compiled, reproduced, utilized or altered by or on behalf of the Department, the State of Iowa, any Governmental Entity or any User (including but not limited to, by or through Vendor on behalf of the Department, the State of Iowa, any Governmental Entity, or any User, or in any way related to the Department's, the State of Iowa's, any Governmental Entity's or any User's use of any Deliverables).

Return of Data. Upon the Department's written request at any time and from time to time (including during the term of this Agreement and at or after expiration or termination of this Agreement), Vendor shall promptly (but in no event later than ten (10) days after the date Vendor receives any written request from Department) return and deliver to the Department all data (in such usable forms and formats as Department may specify and using such delivery methods and media as Department may require) and shall not withhold data for any reason, including for cause or as a result of any actual or alleged breach by Department of any of its obligations under this Agreement. Vendor shall deliver data through or using secured electronic transmission or by parcel service that utilizes tracking numbers, or through such other method or methods as Department may specify. Vendor will also provide to the Department any data maps, data summaries, documentation, software, or other materials necessary for the Department to access, use, translate, interpret, extract and convert data for any use by the Department.

[Add other applicable provisions depending on the sensitivity of the data and the nature of the services provided under the Agreement]

Schedule E – Federal Funding - Required Provisions

1.1 Vendor’s certification regarding lobbying. Vendor certifies that:

6.1.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence an officer or employee of the Department, 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.

6.1.2 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 the Department, 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 Vendor must complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

6.1.3 Vendor 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.

6.1.4 This certification is a material representation of fact upon which the Department relied 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.

6.2 Vendor’s certification regarding brokering. Vendor certifies that no person representing the Department, nor any external entity or person, has been employed or retained to solicit and secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency except bona fide employees or selling agents maintained by Vendor for the purpose of securing business. For breach or

violation of this certification, the Department may terminate this Agreement 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.

1.3 Vendor's certification regarding suspension and debarment. Vendor 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 the Department. Vendor further agrees to comply with the regulations implementing executive order 12549 regarding debarment and suspension.

[ADD any other federal requirements or federally required provisions]