

NOTICE TO VENDORS
REQUEST FOR PROPOSAL

The Iowa Telecommunications and Technology Commission operating the Iowa Communications Network (ICN) will be receiving sealed bid proposals until 3:00 p.m., **April 30, 2025 for:**

RFP **25-010**

**PRE-QUALIFY VENDORS CAPABLE OF PROVIDING
DATA & TELEPHONE TECHNICIAN LABOR SERVICES**

**Sheri Stephens
Iowa Communications Network
Grimes State Office Bldg
400 East 14th Street
Des Moines, IA 50319
Telephone 515-725-4747
FAX 515-725-4774**

sheri.stephens@iowa.gov

Vendors must comply with all affirmative action/equal employment opportunity provisions of State and Federal laws.

THIS REQUEST FOR PROPOSAL CONSISTS OF FOUR CHAPTERS AND FOUR ATTACHMENTS:

CHAPTER	TITLE
1	Administrative Issues
2	Contractual Terms
3	Technical Specifications
4	Evaluation Criteria
Attachment 1	Contractual Terms and Conditions (Sample Agreement)
Attachment 2	Bid Proposal Compliance Form
Attachment 3	Authorization To Release Information
Attachment 4	Bid Proposal Submittal Form (includes counties bid, rate & travel charges)

CHAPTER 1

ADMINISTRATIVE ISSUES

1.1 Purpose. The State of Iowa, Iowa Telecommunications and Technology Commission, operating the Iowa Communications Network (collectively ICN) is seeking proposals to pre-qualify Vendors capable of providing data and telephone technician labor services and phone systems throughout the State as needed and requested by the Iowa Communications Network. The ICN intends to pre-qualify and award Contracts to more than one Vendor.

1.2 Schedule and Submission of Proposal.

1.2.1 Vendor Conference. A Vendor Conference is not scheduled for this solicitation.

1.2.2 Questions and Answers. Vendors are invited to submit written questions and requests for interpretation/consideration/acceptance concerning this RFP on or before 4:00 p.m. central time **April 14, 2025**. Vendors with questions concerning this RFP may submit their questions in writing by mail or hand delivery to Sheri Stephens, ICN Purchasing Agent, at the address below, facsimile at (515) 725-4774 or electronic mail at sheri.stephens@iowa.gov. Oral questions will not be accepted, and verbal communications shall not override written communications. Only written communications are binding on ICN. ICN will prepare a written response to all pertinent questions submitted by Vendors. These questions and responses will be transmitted via fax or e-mail no later than **April 16, 2025** to all Vendors to whom the RFP has been sent.

1.2.3 Changes and Amendments. The ICN reserves the right to amend the RFP at any time. If the ICN amends the RFP, the ICN will post the amendment on its web site. It is suggested that all Vendors check the ICN web page periodically, for updates, Amendments, etc. Vendors' bid proposals must include acknowledgment of all amendments issued by ICN. If the ICN amends the RFP after the closing date of receipt of proposals, the ICN may, in its sole discretion, allow Vendors to amend their bid proposals in response to the ICN's amendment.

1.2.4 Receipt of Bid Proposals. Sealed bid proposals must be received at ICN's office no later than 3:00 p.m. central time **April 30, 2025**. **This requirement is a mandatory requirement and is not a minor deficiency subject to waiver by the ICN.** No bid proposals will be accepted after the date and time specified. A late bid proposal shall be returned unopened to the Vendor. **The bid proposals must be mailed (with mailing in sufficient time to arrive on or before this deadline requirement) or be delivered as follows:** (If bid proposals are delivered by mail service, express courier, delivery service or company, or in person, it shall be the sole responsibility of the Vendor submitting the proposal to insure that such delivery takes place prior to the aforementioned deadline. There shall be no waiving of the deadline due to mis-deliveries on the part of the Vendor, Vendor's delivery staff or Vendor's choice of delivery service(s). Deliveries made directly to ICN must be placed with the ICN Contracting Section or with an ICN staff person able to accept such delivery.):

Mailing and Delivery Address:

Sheri Stephens
Iowa Communications Network
Grimes State Office Building
400 East 14th Street
Des Moines, IA 50319

If bid proposals are delivered by mail service, express courier, delivery service or company, or in person, it shall be the sole responsibility of the Vendor submitting the proposal to insure that such delivery takes place prior to the aforementioned deadline. There shall be no waiving of the deadline due to mis-deliveries on the part of the Vendor, Vendor's delivery staff or Vendor's choice of delivery service(s). Deliveries made directly to ICN must be placed with the ICN Contracting Section or with an ICN staff person able to accept such delivery.

1.2.5 Bid Proposal Opening. Bid Proposals will be opened at 3:00 p.m. central time on **April 30, 2025**. The bid proposals and the evaluation documents created by the ICN will remain confidential subject to Iowa Code Section 72.3 until the evaluation committee has evaluated all of the compliant bid proposals submitted in response to this RFP and the selection process is complete. The bid proposals submitted and the evaluation documents created by the ICN will be available for inspection subject to the exceptions described in Iowa Code Chapter 22 or other applicable law after the selection process is complete.

1.2.5.1 Vendors must furnish all information necessary to evaluate the bid proposal. **Bid proposals that fail to meet the mandatory requirements of the RFP or that fail to provide all of the information requested may be disqualified.** Verbal information provided by the Vendor shall not be considered part of the Vendor's proposal.

1.2.5.2 All bid proposals shall be firm for a period of ninety (90) days to allow the evaluation committee to fully evaluate all proposals and make an award deemed to be in the best interest of ICN and the State of Iowa. The ICN reserves the right to issue an award either prior to, or beyond, the 90 days after proposal deadline if it is in the best interests of ICN, in ICN's sole opinion, to do so. If the award is not issued within 90 days, Vendors having submitted a proposal will be given the opportunity to confirm that the price and other factors in the proposal are still valid.

1.2.5.3 By submitting a bid proposal the Vendor agrees to the terms and conditions contained within this RFP.

1.3 Proposal Format.

1.3.1 Proposals shall be printed on 8.5" x 11" paper. **One original and one (1) copy** must accompany each submission. In addition one copy shall be provided on Flash drive using Microsoft Word software. The original bid proposal must be in a package CLEARLY MARKED RFP **25-010** the outer envelope or wrapping. This is necessary to insure that the response package is handled properly for verification against the RFP deadline. Lack of notation of the RFP number may affect the receipt timing and affect the evaluation process. Vendor should consider this item as a critical factor when submitting a response.

1.3.2 To achieve a uniform review process and the maximum degree of comparability, proposals shall be organized in the following manner:

1.3.2.1 Completed Proposal Compliance Form (**Attachment 2**). If an exception is made by the Vendor, the Vendor must explain the exception and must describe the Vendor's proposed method for dealing with the exception. Exceptions that materially change the terms of the requirements of the RFP may result in disqualification of the Vendor's bid proposal.

1.3.2.2 Completed Authorization to Release Information Form (**Attachment 3**). The Vendor must sign the Authorization to Release Information form included with this RFP as an attachment. Failure to sign this Authorization will result in the bid proposal being rejected outright.

1.3.2.3 Technical Specifications. The Vendor must provide a positive statement of compliance to each mandatory requirement to have its bid proposal considered. The bid proposal must fully address each general requirement of Chapter 3 and explain how the Vendor will accomplish or fulfill each specification. Proposals must identify any deviations from the requirements of this RFP or requirements that the Vendor cannot satisfy. Any deviations from the requirements of the RFP or requirements the Vendor cannot satisfy may result in disqualification of the Vendor's proposal.

1.4 Clarification of Proposals and Obtaining Information. ICN reserves the right to contact a Vendor after submission of bid proposals for the purpose of clarifying a bid proposal to ensure mutual understanding. This Contact may include written questions, interviews, site visits, a review of past performance if the Vendor has provided goods or services to the ICN, or any other political subdivision wherever located or requests for corrective pages in the Vendor's bid proposal. This information may be used to evaluate the Vendor's bid proposal. However, the information received from the Vendor shall not be considered in the evaluation of a Vendor's bid proposal if the information materially alters the content of the bid proposal. ICN reserves the right to obtain information concerning any Vendor or any proposal from any source and to consider such information in evaluating the Vendor's bid proposal.

1.4.1 Authorization to Release Information. The Vendor must sign the Authorization to Release Information Form included with this ITB as an attachment. Failure to sign this Authorization may result in the Bid Proposal being rejected outright.

1.5 Waiver of Deficiencies. ICN reserves the right to waive minor deficiencies in a bid proposal if, in the judgment of ICN, ICN's best interest will be served. The decision as to whether a deficiency will be waived or will require the rejection of a bid proposal will be solely within the discretion of ICN. There is no guarantee or assurance that any deficiency will

be deemed minor and that a deficiency will be waived. Each Vendor is specifically notified that failure to comply with or respond to any part of this RFP requiring a response may result in rejection of the bid proposal as not responsive.

1.6 Cost of Bid Proposal. ICN is not responsible for any costs incurred by a Vendor, which are related to the preparation or delivery of the bid proposal, or any other activities carried out by the Vendor as it relates to this RFP. The costs of preparation and delivery of the bid proposal are solely the responsibility of the Vendor.

1.7 Bid Proposal Obligations. The contents of the RFP and the bid proposal and any clarification thereto submitted by the successful Vendor shall become part of the contractual obligation and incorporated by reference into the ensuing Contract.

1.8 Bid Proposals Property of ICN. All bid proposals become the property of the ICN and the State of Iowa and shall not be returned to the Vendor unless all bid proposals are rejected. At the conclusion of the selection process, the contents of all bid proposals will be placed in the public domain and be opened to inspection by interested parties subject to the exceptions provided in Iowa Code Chapter 22 or other applicable law.

1.9 Rejection and Disqualification of Bid Proposals.

1.9.1 ICN reserves the right to reject any and all bid proposals, in whole and in part, received in response to this RFP at any time prior to the execution of a written Contract. Issuance of this RFP in no way constitutes a commitment by ICN to award the Contract. This RFP is designed to provide Vendors with the information necessary for the preparation of competitive bid proposals. This RFP process is for ICN's benefit and is intended to provide ICN with competitive information to assist in the selection of goods and services.

1.9.2 In the event all bid proposals are rejected, Vendors will be asked to send prepaid shipping instruments to the ICN for return of the bid proposals submitted. In the event no shipping instruments are received by the ICN, the bid proposals will be destroyed by the ICN. Additionally, the evaluation documents created by the ICN will be destroyed in the event all bid proposals are rejected. Otherwise, at the conclusion of the selection process, the contents of all bid proposals will be placed in the public domain and be opened to inspection by interested parties subject to the exceptions provided in Iowa Code Chapter 22 or other applicable law.

1.9.3 The ICN may reject a bid proposal outright and not evaluate the proposal for any one (1) of the following reasons:

1.9.3.1 Vendor fails to deliver the bid proposal by the due date and time.

1.9.3.2 Vendor fails to include the Bid Proposal Compliance Form signed by an officer of the Vendor submitting the bid proposal (Attachment 2).

1.9.3.3 Vendor fails to include the Authorization to Release Information Form (Attachment 3).

1.9.3.4 Vendor's response materially changes a technical requirement.

1.9.3.5 Vendor's response limits the rights of the ICN.

1.9.3.6 Vendor fails to respond to the ICN's request for information, documents, or references.

1.9.3.7 Vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.

1.9.3.8 Vendor initiates unauthorized contact regarding the RFP with state employees.

1.9.3.9 The Vendor's exceptions to the contract terms and conditions described in the Contractual Terms Generally Section and Attachment 1 materially change the terms and conditions of that section or the requirements of this RFP.

1.9.3.10 The Vendor provides misleading or inaccurate responses.

1.9.3.11 The Vendor's proposal is materially unbalanced.

1.9.3.12 The Vendor states that a service requirement cannot be met.

1.10 Public Records and Requests for Confidentiality.

1.10.1 The release of information by ICN to the public is subject to Iowa Code Chapter 22 and other applicable provisions of law relating to the release of records in the possession of a State agency. Vendors are encouraged to familiarize themselves with these provisions prior to submitting a bid proposal. All information submitted by a Vendor may be treated as public information by ICN unless the Vendor properly requests that information be treated as confidential at the time of submitting the bid proposal. **In the event the Vendor marks each page of its bid proposal as proprietary or confidential without adhering to the requirements of this Section, the ICN may reject the bid proposal as noncompliant.**

1.10.2 Any requests for confidential treatment of information must be included in a cover letter with the Vendor's bid proposal and must enumerate the specific grounds in Iowa Code Chapter 22 or other legal reasons which support treatment of the material as confidential and must indicate why disclosure is not in the best interests of the public. The request must also include the name, address and telephone number of the person authorized by the Vendor to respond to any inquiries by ICN concerning the confidential status of the materials.

1.10.3 Any documents submitted which contain confidential information must be marked on the outside as containing confidential information, and each page upon which confidential information appears must be marked as containing confidential information. The confidential information must be clearly identifiable to the reader wherever it appears. All copies of the proposal submitted, as well as the original proposal, must be marked in this manner. **Failure to properly mark information as confidential shall relieve the ICN from any responsibility if the information is viewed by the public, a competitor, or is any way accidentally released.**

1.10.4 In addition to marking the material as confidential material where it appears, the Vendor must submit one copy of the bid proposal from which the confidential information has been excised. 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 document as possible. These pages must be submitted with the cover letter and will be made available for public inspection.

1.10.5 The Vendor's failure to request in the bid proposal confidential treatment of material pursuant to this Section and the relevant laws and administrative rules will be deemed by ICN as a waiver of any right to confidentiality which the Vendor may have had.

1.11 Restrictions on Gifts and Activities. Iowa Code Chapter 68B contains laws which restrict gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Vendors are responsible for determining the applicability of this Chapter to their activities and for complying with these requirements. In addition, Iowa Code Chapter 722.1 provides that it is a felony offense to bribe a public official.

1.12 Restriction on Communication. From the issue date of this RFP until the ICN issues the Notice of Intent to award, Vendors may only contact ICN's Contracting Officer with questions or other communications relating to this RFP. If a Vendor or someone acting on the Vendor's behalf attempts to discuss this RFP orally or in writing with any Commission member or any employee of the ICN other than the Contracting Officer, except as otherwise permitted by this RFP, the Vendor may be disqualified. No questions shall be asked of State of Iowa employees regarding this RFP, without prior notification and approval by the Contracting Officer, except as otherwise specifically permitted by this RFP.

1.12.1 The ICN assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing by the ICN and incorporated into this RFP.

1.13 Copyrights. By submitting a bid proposal the Vendor agrees that ICN may copy the bid proposal for purposes of facilitating the evaluation or to respond to requests for public records. The Vendor consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third party. ICN will have the right to use ideas or adaptations of ideas which are presented in the proposals. In the event the Vendor copyrights the bid proposal, the ICN may reject the bid proposal as noncompliant.

1.14 Nonmaterial and Material Variances. The ICN reserves the right to waive or permit cure of nonmaterial variances in the bid proposal if, in the judgment of the ICN, it is in the ICN's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other Vendors; that do not change the meaning or scope of the RFP; or that do not reflect a material change in the services. In the event the ICN waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Vendor from full compliance with RFP specifications or other contract requirements if the Vendor is awarded the contract. The determination of materiality is in the sole discretion of the ICN.

1.15 Release of Claims. With the submission of a bid proposal, Vendor agrees that it will not bring any claim or have any cause of action against ICN or the State of Iowa based on any misunderstanding concerning the information provided herein or concerning ICN's failure, negligent or otherwise to provide the Vendor with pertinent information as intended by this RFP.

1.16 Construction of RFP with Laws and Rules. This RFP is to be construed in light of pertinent legal requirements including Iowa Code Chapter 8D and Iowa Administrative Code Chapter 751. Changes in applicable laws and rules may affect the award process or the resulting Contract. Vendors are responsible for ascertaining pertinent legal requirements and restrictions. Vendors are encouraged to visit a web site containing references to the Iowa Code and the Iowa Administrative Code for information. A suggested address is <http://www.legis.state.ia.us> or <http://www.icn.iowa.gov>.

1.17 RFP Copy. A soft copy or hard (printed) copy of the RFP will be available by request to sheri.stephens@iowa.gov.

1.18 Downloading RFP from the ICN Internet Website. All Amendments and responses to Vendor questions will be posted on ICN's website at <http://www.icn.iowa.gov/>. Vendors are advised to check the ICN's website periodically for amendments to this RFP, because Vendors will not automatically receive Amendments.

1.19 Definition of Contract. The full execution of a written Contract shall constitute the making of a contract for services and no vendor shall acquire any legal or equitable rights relative to the contract services until the Contract has been fully executed by the successful Vendor and the ICN.

1.20 Award Notice and Acceptance Period. The ICN will send the Notice of Intent to Award the Contract to all Vendors submitting a timely bid proposal. Negotiation and acceptance of the Contract shall be completed with the successful Vendor(s) no later than sixty (60) days after Notice of Intent issuance date if there are no appeals filed. **If the apparent successful Vendor fails to negotiate and deliver the executed Contract by that date, the ICN may, in its sole discretion, cancel the award and award the Contract to the next highest ranked Vendor.** The ICN reserves the right to continue negotiations after sixty days if, in ICN's sole discretion, ICN deems it to be in the best interests of ICN to do so.

1.21 No Minimum Guaranteed. The ICN anticipates that the selected Vendor will provide services as requested by the ICN. The ICN will not guarantee any minimum compensation will be paid to the Vendor or any minimum usage of the Vendor's services.

CHAPTER 2

CONTRACTUAL TERMS

2.1 Contractual Terms Generally.

2.1.1 The Contract the ICN expects to award as a result of this Request for Proposal will be based upon the Bid Proposal submitted by the successful Vendor (Vendor awarded the Contract) and this solicitation. The Contract between the ICN and the Vendor shall be a combination of the specifications, terms and conditions of the Request for Proposal, including the terms contained in the Contract Terms and Conditions Sample Agreement identified as Attachment 1, the offer of the Vendor contained in its Bid Proposal, written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by the ICN.

2.1.2 The Contract terms contained in Attachment 1 are not intended to be a complete listing of all Contract terms but are provided only to enable Vendors to better evaluate the costs associated with the RFP and the potential resulting Contract. Vendors should plan on such terms being included in any Contract awarded as a result of this RFP. All costs associated with complying with these requirements should be included in any pricing quoted by the Vendor.

2.1.3 By submitting a bid proposal, each Vendor acknowledges its acceptance of these specifications, terms and conditions without change except as otherwise expressly stated in the appropriate section of the Bid Proposal Compliance Form (Attachment 2). *If a Vendor takes exception to a provision, it must state the reason for the exception and set forth in Attachment 2 of its bid proposal the specific Contract language it proposes to include in place of the provision.* Exceptions that materially change these terms or the requirements of the RFP may be deemed non-responsive by the ICN, in its sole discretion, resulting in possible disqualification of the bid proposal. The ICN reserves the right to either award a Contract without further negotiation with the successful Vendor or to negotiate Contract terms with the selected Vendor if the best interests of the ICN would be served.

2.2 Additional Cost Items Not In Contract. ICN is unaware of any additional Contract terms that would add cost. Notwithstanding, should any Contract items arise that would cost additional monies; those costs shall be borne by the Vendor.

CHAPTER 3

TECHNICAL SPECIFICATIONS

3.1 Scope. ICN is seeking bid proposals to establish Contract(s) with Vendor(s) qualified to provide communications equipment and cable installation at the combination person level for projects costing **\$50,000.00** and less, for labor only, except for provision for normal installation items (which will be subject to approval of the ICN). The work involved shall be within State owned or rented facilities throughout the State of Iowa. The work shall be in all Iowa counties. The Vendor shall only bid those counties it wishes to serve. ICN anticipates awarding a Contract to more than one Vendor in response to this RFP.

3.1.1. The Contract shall be available to all State institutions, universities, schools, and political subdivisions.

3.1.2 Issuance of a Contract does not guarantee any minimum amount of work to the successful Vendor(s) but is being awarded as a convenience to the State for potential future needs.

3.1.3 The work for each project shall primarily be associated with the installation of new cables for voice, data and phone systems; and moves, additions and changes to equipment.

3.2 Projects.

3.2.1 All work projects shall be assigned, coordinated, directed and randomly inspected by the ICN. A quote may be required to be provided for each project. ICN may select any Vendor to complete projects estimated to cost less than \$5,000 without seeking individual quotes for the project. For projects estimated to cost \$5,000 - \$50,000, ICN will request quotes from all Vendors pre-qualified to provide service in the project county. Vendor may make a survey of a sampling of the existing facilities for any particular project. The Vendor shall make an appointment with the project manager of the ICN. **ICN will not reimburse Vendor for site visit or quote.**

3.2.2 All building telecommunications work assignments shall meet the appropriate Electronic Industry Association/Telecommunications Industry Association (EIA/TIA) Building Telecommunications Wiring Standards. Each project shall be subject to inspection by the ICN for assurance that the work conforms to the EIA/TIA standards. Qualified technicians, at the cost to the Vendor, shall redo any work that does not meet the EIA/TIA Standards.

3.2.2.1 The EIA/TIA building telecommunications wiring standards are:

EIA/TIA-568	Commercial Building Telecommunications Wiring Standard.
TSB-36	Technical Systems Bulletin Additional Cable Specifications for Unshielded Twisted Pair Cables.
TSB-40	Additional Transmission Specifications for Unshielded Twisted-Pair Connecting Hardware.
EIA/TIA-569	Commercial Building Standard for Telecommunications Pathways and Spaces.
EIA/TIA-570	Residential and Light Commercial Telecommunications Wiring Standard.

3.2.3 A combination person level is an all around general telephone/data technician whose skill sets include, but are not limited to, installation, inside and outside cable pulling, troubleshooting, repair and system programming – all consistent with industry standards.

3.2.3.1 A person who is a general cable installer must have at least one (1) year experience in the installation of copper voice and data cabling.

3.2.3.2 A person installing fiber optic cabling must have two (2) years general cable installer experience and one (1) year experience installing fiber optic cabling and fiber optic training certification.

3.2.3.3 A person installing key systems must have three (3) years general cable installer experience and two (2) years experience in the installation, maintenance, and repair of key systems/PBXs with the appropriate equipment certification as required by the equipment manufacturer.

3.2.4 All tools and test equipment types required to do a project shall be provided by the Vendor or its subcontractor(s). Security of tools and test equipment shall be the responsibility of each worker. The ICN shall not be responsible for the security of any property left on ICN's property or on property controlled by the ICN or the State of Iowa.

3.2.5 The Vendor may furnish normal installation items such as jacks, cable, cords, hardware and similar types of materials, as long as prior authorization has been obtained in writing from the ICN. The Vendor should indicate in its proposal for any particular project the estimated cost of these items.

3.2.6 The ICN reserves the right to use additional vendors if workload or specialized situations dictate.

3.2.7 The Vendor shall comply with all OSHA regulations. The Vendor shall follow all applicable State and Federal laws.

3.2.8 Quality Control Check. The ICN may require tests to be run and the results of the tests be given to the ICN's project manager. The ICN may require that wiring drawings be marked showing any changes and all feed points made to the installation. The ICN will require acceptance testing and a quality control check of the wiring before the Vendor is paid for the work performed.

3.2.9 Space for a job box shall be provided by the ICN.

3.2.10 Major end items and systems required to complete projects shall generally be provided by the ICN. However, in some cases, the ICN may approve, in writing, that the Vendor provides some or all of the end items and systems. This contingency will be subject to further negotiation between the ICN and the Vendor when the project is awarded.

3.2.11 Storage of materials shall be in a secured area as designated by the ICN. Occasionally, materials may be stored or transported in a Vendor or Vendor's employee's vehicle.

3.2.12 Hours of Work. The ICN and the Vendor shall mutually agree on the hours of work for a project to coincide with the normal business hours of a State facility. No overtime hours shall be allowed without prior approval, in writing, of the ICN.

3.2.13 Twenty-four (24) hour notice shall be given by the ICN to the Vendor for laborers, as needed, except in the case of equipment repair and/or other emergency work. Vendors have two (2) hours to accept or reject any emergency repair/maintenance requests. If emergency work is accepted, vendors will have twenty-four (24) hours to dispatch to sites outside counties directly surrounding Polk counties unless access to the site is unavailable. If access to site is unavailable, ICN will work with customer to set up a time for the vendor to gain access to the site for repairs. Vendors will have one (1) business day to respond to normal moves/adds/changes work and work with the Project Management Center for time and date to dispatch for the work.

3.2.14 The ICN reserves the right to award any particular project to another Vendor when the selected Vendor cannot supply the requested staff within a reasonable timeframe, as determined by the ICN. The ICN shall determine this "reasonable timeframe", as whatever lead time it determines is necessary to assure completion of the job to meet the project scheduled installation date.

3.2.15 At certain project work sites State of Iowa employees may, in many instances, occupy the project work site. Project work shall be planned and carried out in a manner that shall cause as few disruptions as possible to the State of Iowa employees. The ICN will negotiate project work and scheduling with the Vendor to minimize disruptions. All work shall be scheduled in advance with the ICN.

3.2.16 Rest and wash facilities are available and shall be designated at each project site.

3.2.17 Parking for personal vehicles is available by designation, but remains the responsibility of the Vendor and the technician.

3.2.18 The Vendor shall be responsible for instructing its employees in safety measures considered appropriate for the job. In addition, the Vendor shall not permit placing or use of tools or materials in traffic lanes or other

locations. The tools or materials shall not be placed in such a manner so as to create safety hazards to State employees, contracting agency employees, the public or themselves.

3.2.19 Subcontractors shall meet the same qualifications stated for Vendors. The Vendor shall provide ICN the name(s) and qualifications of any subcontractors and obtain approval of the contracting agency's project manager prior to using a subcontractor on any project. Once a subcontractor has been approved, it may be used on other projects.

3.2.20 Vendor will be required to follow the following standard operating procedures for each project it is awarded:

3.2.20.1 Vendor should first call the ICN site contact (or designated representative) at work location and make arrangement for project start date and time.

3.2.20.2 Technician, upon arrival to work location each day, should check in with ICN site contact (or designated representative) before beginning work.

3.2.20.3 Technician should check out daily with ICN site contact (or designated representative) before leaving work site.

3.2.20.4 Vendor is only authorized to complete work that is described on the Request For Service (or support request). If in question, Vendor is to call the ICN project manager.

3.2.20.5 When project has been completed, technician must review work with the ICN site contact (or designated representative) to ensure customer is satisfied.

3.2.20.6 ICN site contact (or designated representative) must provide signature on technician labor sheet or work order at completion of work.

3.3 Criteria for Compliance. Each requirement requires a positive response by providing confirmation of compliance and, when required, information describing how the Vendor complies with the requirement. To have its bid proposal evaluated, Vendor must acknowledge that it can comply and will comply with each of the compliant requirements listed in this section if awarded a Contract. To fulfill this requirement, Vendors providing bid proposals will respond where indicated in Attachment 4. **VENDOR MUST RESPOND TO ALL SECTIONS (AND SUB-SECTIONS) OF CHAPTER 3 TO HAVE ITS BID PROPOSAL CONSIDERED.**

3.3.1 Vendor must provide the following information regarding its Experience:

3.3.1.1 Number of years in business.

3.3.1.2 Number of years experience with communications cabling and equipment.

3.3.1.3 Provide proof of certification for all manufacturers with whom Vendor has been certified to offer the manufacturer's 20-year warranty. List each manufacturer and equipment in which Vendor has had training and/or experience. Note by each manufacturer/equipment the type of training or experience, plus if able to provide warranty for work and materials. The ICN may verify all data submitted that the Vendor and the sub-contractor are qualified and experienced to properly install or service the installed base.

3.3.1.4 For each category (Transmission, Key Systems, PBX, LAN/WAN), Vendor must provide a list of equipment (per category) it has installed. For each equipment listed, Vendor must provide proof of certification (if certification is required by equipment manufacturer) or state number of year's experience. In addition, a reference (including phone number) must be given for each equipment listed.

3.3.2 Vendor must provide the following information regarding its personnel:

3.3.2.1 Vendor must provide resumes for all key personnel including the technicians who will be involved in providing the services contemplated by this RFP. The following information must be included

in the resumes: full name, education, years of experience and employment history particularly as it relates to the scope of services specified herein (including product experience and certification).

3.3.2.2 Vendor shall provide technicians who have a minimum of one (1) year on-the-job experience. Education is exchangeable for experience, subject to approval of the ICN. All workers shall be knowledgeable in the following items: (1) the electrical codes that effect commercial buildings, (2) standard telephone and data installation practice and (3) asbestos awareness training. All Vendors' employees who will be placing fiber optic cable must have training in fiber optic cable handling, proper pulling methods and placement.

3.3.2.3 State number of technicians with asbestos awareness training.

3.3.2.4 State method of training implemented to train technicians to place fiber optic cable.

3.3.2.5 State number of technicians certified at a minimum of Category 6 cable installation and termination for each manufacturer stated in 3.3.1.3.

3.3.2.6 State number of technicians certified for fiber optic cable termination for each manufacturer stated in 3.3.1.3.

3.3.2.7 State number of employees who have had additional training on copper or fiber optic cable in these areas: placement, installation, termination or troubleshooting.

3.3.3 Vendor must provide the following financial information:

3.3.3.1 Provide a minimum of three (3) financial references. For sole proprietors or partnerships, these may be personal financial references for the proprietor or the partners.

3.3.4 Vendor must provide the following business information:

3.3.4.1 Provide a minimum of three (3) business references. For sole proprietors or partnerships, these may be personal business references for the proprietor or the partners.

3.3.4.2 During the last five (5) years, has Vendor had a contract for services terminated for any reason? If so, provide full details related to the termination.

3.3.4.3 During the last two (2) years, have any irregularities been discovered in any of the accounts maintained by the Vendor on behalf of others? If so, describe the circumstances of irregularities or variances and disposition of resolving the irregularities or variances.

3.3.5 Vendor must provide the following legal or administrative information:

3.3.5.1 During the last five (5) years, describe any damages or penalties of anything of value traded or given up by Vendor under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this RFP and the resulting Contract. If so, indicate the reason for the penalty or exchange of property or services and the estimated account of the cost of that incident to the Vendor.

3.3.5.2 During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Vendor to engage in any business, practice or activity.

3.3.6 Labor Rates, Support and All Other Related Expenses. Unemployment insurance, workers' compensation, sick leave, vacation and all other benefits are the responsibility of the Vendor. Support and all other related expenses are the responsibility of the Vendor. Vendor shall be paid at a fixed hourly rate. This rate is paid for actual time on the job. The ICN shall not pay mileage, motel expenses or per diem.

3.3.6.1 Vendor must state hourly rate for the following types of projects (rates may be different prices or the same price for each):

3.3.6.1.1 Installer – copper cable, key telephone systems (or KTS which is a method of allowing several central office lines to be accessed from multiple telephone sets), moves, adds, changes, repairs, etc.

3.3.6.1.2 PBX – adds, changes and troubleshooting of phones connected to Siemens/Rolm switches (programming not required but should have basic knowledge of digital/analog phone operations in relation to private branch exchange)

3.3.6.1.3 Local Area Network System – install servers, switches, hubs (programming not necessary but technician should understand the basic principles of LAN equipment)

3.3.6.1.4 Fiber Optic Cable – installation and testing (both power-through and OTDR are acceptable; contractor testing should show loss results and that fiber will pass EIA/TIA standards)

3.3.6.1.5 Others (please list)

3.3.6.2 Vendor may be paid an hourly rate for travel time both ways. The travel time shall not be paid if the Vendor performs other customers' work along the way. The ICN shall negotiate an agreed upon travel time to the benefit of both parties. Furthermore, the ICN reserves the right to employ local contractors in the local area where travel time is appropriately reduced to the benefit of the ICN. The work involved shall be within State owned or rented facilities throughout the State of Iowa. The work shall be in **all** Iowa counties. The Vendor shall only bid those counties it wishes to serve. Vendor shall complete and submit with its bid proposal Attachment 4, Counties Bid & Travel Rate.

3.3.7 Billing.

3.3.7.1 Vendors awarded Contracts shall be required to submit electronic invoices to the ICN. Vendor invoices shall be submitted in an Excel, PDF or Comma Delimited file that contains the following information:

- Project Number
- Date of Service
- Technician(s) Hourly Rate
- Technician(s) Daily Hours
- Technician(s) Daily Cost (do not combine several technicians' hours together – make one line item per technician per day per project)
- Quantity, Description and Price of Material

The Vendor shall issue ICN invoices by project number (e.g., TSR #, RFS #, SR #) with no more than one project on an invoice. The Vendor may issue multiple invoices for a project; however, unless otherwise provided in the project scope of work, ICN shall not process these invoices for payment until project completion and acceptance by the ICN.

Example Format for Electronic Invoice

Project Number	Date of Service	Tech Name	Tech Hourly Rate	Tech Hours	Technician Daily Cost	Material Description	Material Price
112233	11.7.03	Joe Jones	10.00	4	\$40.00	25 Boards	250.00
112233	11.7.03	Bob Berry	25.00	2	\$50.00		
112233	11.11.03						
222111	11.14.03	Joe Jones	10.00	3.5	\$35.00		
112233	11.14.03	Bob Berry	25.00	1	\$25.00		

3.3.7.2 If Vendor fails to submit an invoice within 60 days after shipment of the goods or provision of the service pursuant to this Contract, the ICN shall be excused from any liability owing to the Vendor and shall not pay invoices submitted after the 60th day. Additionally, ICN must receive all fiscal year invoices no later than July 15. ICN shall be excused from any liability owing to the Vendor and shall not pay invoices submitted after July 15.

CHAPTER 4

EVALUATION CRITERIA

4.1 Award Process.

4.1.1 An evaluation committee assigned by personnel within the ICN will review the bid proposals. The evaluation committee will consider all information provided when making its recommendations and may consider relevant information from other sources.

4.1.2 The evaluation committee will make recommendations to the Executive Director of the ICN indicating the committee's choice. The Executive Director will select the Vendor(s) to receive the award(s). The Executive Director is not bound by the committee's recommendations. All Vendors submitting Bid Proposals will receive a copy of the Notice of Intent to award Contracts.

4.1.3 All applicable contracting requirements imposed by this RFP and Iowa law shall be met by the Vendor(s). The successful Vendor(s) must, in a timely manner, enter into a Contract with the ICN to implement the service contemplated by this RFP. Failure of a successful Vendor to agree to the terms of a Contract within a timely manner may be grounds for the ICN to award to the next compliant Vendor.

4.2 Evaluation Criteria.

4.2.1 A bid proposal will not be evaluated if all of the Mandatory Requirements are not met and/or fulfilled.

4.2.2 The ICN shall not necessarily award the Contract to the Vendor offering the lowest cost to the ICN. The ICN may award a Contract to the most responsible Vendor meeting the requirements of this RFP and which, in the sole discretion of the ICN, provides the best value to the State after considering price and compliance with the provisions of Chapter 3. Bid proposals will be evaluated using a point system. Details of the evaluation criteria will be made available to Vendors immediately prior to the bid proposal opening. Evaluation of bid proposals will be based on, but not limited to, the following criteria which are listed in no particular order of importance:

ATTACHMENT 1
CONTRACTUAL TERMS AND CONDITIONS
RFP 25-010
Sample Agreement

SECTION 1. IDENTITY OF THE PARTIES.

1.1 The Iowa Communications Network (ICN) is authorized by the Iowa Code Chapter 8D to operate a communications network in the State of Iowa. The ICN's address is Grimes State Office Building, 400 East 14th Street, Des Moines, IA 50319.

1.2 Vendor is a corporation qualified to provide (list the service) and is authorized to conduct business in the State of Iowa. Vendor address is (awarded vendor will be listed).

SECTION 2. PURPOSE. The parties have entered into this Agreement for the purpose of XXXXXXXXXXXXXXXXXXXXXXXXXXXX. ICN is entering into this Agreement pursuant to Iowa Code Chapter 8D.

SECTION 3. TERM. This Agreement is effective June 1, 2025, and will continue through May 31, 2026. The Agreement may be extended with mutual written agreement for 5 additional one-year periods.

SECTION 4. DOCUMENTS INCORPORATED BY REFERENCE.

4.1 Incorporation of Bid Proposal Documents. The Request for Bid Proposal RFP XX-XXX and the Vendor's bid proposal in response to this RFP, together with any clarifications, attachments, appendices, amendments or other writings of the ICN or the Vendor (collectively bid proposal) are incorporated into this Agreement by this reference as if fully set forth in this Agreement.

4.2 Contractual Obligations of Vendor. The terms and conditions of the bid proposal and of the RFP are made contractual obligations of the Vendor.

4.3 Contents of Agreement. The parties acknowledge that this Agreement consists of this document as well as the RFP and the bid proposal and that the parties are obligated to perform as set forth in the RFP and the bid proposal to the same extent that they are obligated to perform the specific duties set forth in this document.

4.3.1 Order of Preference. In the case of any inconsistency or conflict between the specific provisions of this document, the RFP or the bid proposal, any inconsistency or conflict shall be resolved as follows:

4.3.2 First by giving preference to the specific provisions of this Agreement.

4.3.3 Second, by giving preference to the specific provisions of the RFP.

4.3.4 Third, by giving preference to the specific provisions of the bid proposal.

4.4 Intent of References to Bid Documents. The references to the parties' obligations, which are contained in this document, are intended to change, supplement or clarify the obligations as stated in the RFP and the bid proposal. The failure of the parties to make reference to the terms of the RFP or bid proposal in this document shall not be construed as creating a conflict and will not relieve the Vendor of the contractual obligations imposed by the terms of the RFP and the bid proposal. Terms offered in the bid proposal, which exceed the requirements of the RFP, shall not be construed as creating an inconsistency or conflict with the RFP or this document. The contractual obligations of the ICN cannot be implied from the bid proposal.

SECTION 5. DEFINITIONS. The following words shall have the meanings set forth below. Words in the singular shall be held to include the plural and vice versa, and words of gender shall be held to include the other gender as the context requires. For the purposes of this Contract, the following terms and all other terms defined in this Contract shall have the meanings so defined unless the context clearly indicates otherwise.

5.1 "State" shall mean the State of Iowa and all of its departments, agencies, boards, and commissions, including the ICN.

5.2 "ICN" shall mean the Iowa Telecommunications and Technology Commission operating the Iowa Communications Network.

5.3 "Vendor" shall mean [Vendor will be listed].

5.4 "Agreement" or "Contract" shall mean this document and any amendments to this document or any other documents incorporated by reference.

SECTION 6. SCOPE OF WORK.

6.1 Scope of Services.

6.1.1. The services to be performed pursuant to and as a result of this Agreement by the Vendor are described on Schedule A attached hereto and made a part hereof by this reference.

6.1.2 The Vendor shall prepare and deliver specifications to the ICN which will detail the design, technical and functional capabilities, look and feel, and other attributes related to the project, all as more fully described in Schedule A.

6.2 Amendments to Scope of Services and Specifications. The parties agree that Schedule A, Scope of Services, and the specifications, may be revised, replaced, amended or deleted at any time during the term of this Agreement to reflect changes in service or performance standards upon the mutual written consent of the parties.

6.3 Industry Standards. Services rendered pursuant to this Agreement shall be performed in a professional and workmanlike manner in accordance with the terms of this Contract and with generally acceptable industry standards of performance for similar tasks and projects. In the absence of a detailed specification for the performance of any portion of this Agreement the parties agree that the applicable specification shall be the generally accepted industry standard. As long as the ICN notifies Vendor promptly of any services performed in violation of this standard, Vendor will re-perform the services, at no cost to ICN, such that the services are rendered in the above-specified manner.

6.4 Non-Exclusive Rights. This Agreement is not exclusive. The ICN reserves the right to select other Vendors to provide services similar or identical to the Scope of Services described in this Agreement during the term of this Agreement.

SECTION 7. COMPENSATION.

7.1 Payment Terms. The Vendor shall issue ICN invoices by project number (e.g., TSR #, RFS #, SR #) with no more than one project on an invoice. The Vendor may issue multiple invoices for a project; however, unless otherwise provided in the project scope of work, ICN shall not process these invoices for payment until project completion and acceptance by the ICN. ICN shall pay all approved invoices in arrears and in conformance with Iowa Code. ICN may pay invoices in less than 60 days as provided in Iowa Code; however, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code. Any sums owed to ICN by the Vendor shall be itemized and deducted from the Vendor's invoice prior to submission. Notwithstanding anything herein to the contrary, ICN shall have the right to dispute any invoice submitted for payment and withhold payment of any disputed amount if ICN believes the invoice is inaccurate or incorrect in any way. Invoices shall be submitted to ICN Finance – Accounts Payable, Grimes State Office Building, 400 East 14th Street, Des Moines, IA 50319.

7.1.1 Retainer. The following shall apply to each project awarded:

7.1.1.1 Payment tied to Performance. The ICN shall withhold 10% of the fee for the project until the ICN has provided Final Acceptance of the project and as-built drawings are received and approved by the ICN. Upon Final Acceptance, the Vendor shall submit an invoice to the ICN requesting payment of the remaining 10% of the fee for the project. The invoice shall contain appropriate documentation as necessary to support the fee included on the invoice and shall comply with all applicable rules concerning payment of such fees.

7.1.1.2 Monitoring. The ICN shall monitor the Vendor's compliance with the scope of work and deadlines established for the project.

7.1.1.3 Review. Once the ICN has received notice of completion of the project, the ICN shall review the Vendor's performance history under the Agreement and shall pay the Vendor the 10% retainer upon Final Approval of the project and receipt of the as-built drawings.

7.1.2 Billing.

7.1.2.1 Vendor must submit electronic invoices. Invoices may be submitted in an Excel, PDF or Comma Delimited file that contains the following information:

- Project Number
- Date of Service
- Technician(s) Name
- Technician(s) Hourly Rate
- Technician(s) Daily Hours
- Technician(s) Daily Cost (do not combine several technicians' hours together – make one line item per technician per day per project)
- Quantity, Description and Price of Material

7.1.2.2 Projects must be completed and accepted by ICN prior to Vendor submitting invoice.

7.1.2.3 If Vendor fails to submit an invoice within 60 days after shipment of the goods or provision of the service pursuant to this Contract, the ICN shall be excused from any liability owing to the Vendor and shall not pay invoices submitted after the 60th day. Additionally, ICN must receive all fiscal year invoices no later than July 15. ICN shall be excused from any liability owing to the Vendor and shall not pay invoices submitted after July 15.

7.3 Performance Standards. (Appropriate language will be included in the contract. The Accountable Government Act, enacted in the Iowa 2001 Legislative session, imposes responsibilities on state agencies when contracting for services. The Accountable Government Act and the rules implementing it require contracts to include clauses in three interrelated categories (1) a payment clause that ties the amount or basis for paying for the services to performance, (2) a monitoring clause for overseeing the service provider's compliance, and (3) a review clause to review performance.)

7.4 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 and expenses, including, but not limited to, travel, mileage, meals, lodging, equipment, supplies, personnel, training, salaries, benefits, insurance, conferences, long distance telephone, and all other costs and expenses of Vendor.

7.5 Set Off. In the event that Vendor owes ICN or the State of Iowa any sum under the terms of this Contract, any other Contract, pursuant to any judgment, or pursuant to any law; ICN may set off the sum owed to ICN or the State against any sum billed to ICN by the Vendor in ICN's sole discretion unless otherwise required by law. The Vendor agrees that this provision constitutes proper and timely notice under the law of setoff.

7.6 Delay of Payment Due To Vendor's Failure. If the ICN in good faith determines that the Vendor has failed to perform or deliver any service or product as required by this Contract, the Vendor shall not be entitled to any compensation under this Contract until such service or product is completed or delivered. In the event of partial performance, the ICN may withhold that portion of the Vendor's compensation, which represents payment for the unsatisfactory services.

7.7 The Vendor shall audit the invoices presented to the ICN to ensure that they are proper, current and correct. The Vendor has 30 days from the date of invoice to present and resolve any discrepancies with the ICN. The Vendor shall notify the ICN of any and all discrepancies that the audit(s) reveals.

SECTION 8. INSURANCE.

8.1 Coverage Requirements. The Vendor, and any subcontractors performing the services required under this Agreement, shall maintain in full force and effect, with insurance companies of recognized responsibility, at its own

expense, insurance covering its work during the entire term of this Agreement and any extensions or renewals thereof. The insurance shall be of the type and in the amounts as reasonably required by the ICN. The Vendor's insurance shall, among other things, insure against any loss or damage resulting from or related to the Vendor's performance of this Agreement. All such insurance policies should remain in full force and effect for the entire life of this Agreement and shall not be canceled or changed except with the advance written approval of the ICN.

8.2 Types of Coverage. Unless otherwise requested by the ICN, Vendor shall, at its sole cost, cause to be issued and maintained during the entire term of this Agreement (and any extensions or renewals thereof) the insurance coverages set forth below, each naming the State of Iowa and the ICN additional insureds or loss payees, as applicable:

<i>Type</i>	<i>Amount</i>
Workers Compensation and Employer Liability	As Required By Iowa Law
General Liability (including contractual liability) written on an occurrence basis	
GENERAL AGGREGATE	\$3 million
PRODUCT LIABILITY	\$1 million
PERSONAL INJURY	\$1 million
COMPREHENSIVE AGGREGATE	\$1 million
EACH OCCURRENCE	\$1 million
Automobile Liability, including any auto, hired autos and non owned autos	\$1 million
COMBINED SINGLE LIMIT	

8.3 Coverage for State Property on Vendor Premises. The policies shall provide coverage for damages to the State's property, which occurs on the Vendor's premises or premises under the control of the Vendor or Vendor's subcontractors.

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

8.5 Notice Regarding Cancellation. Certificates of insurance, which provide that the ICN will be notified at least thirty (30) days prior to cancellation of the coverage required by this Agreement must be provided by the Vendor and any subcontractors to the ICN at the time of execution of the Agreement or at a time mutually agreeable to the parties.

8.6 No Limitation of Liability. The receipt of insured certificates by the ICN does not constitute approval of the coverage contained in the certificates, and the Vendor remains responsible for determining that its insurance coverage meets each and every requirement of this Agreement. Acceptance of the insurance certificates by the ICN shall not act to relieve the Vendor of any obligation under this Agreement. Only companies authorized to transact business in the State of Iowa shall issue the insurance policies and certificates required by this Section. It shall be the responsibility of the Vendor to keep the respective insurance policies and coverages current and in force during the life of this Agreement.

8.7 Warranty. The Vendor warrants that it has examined its insurance coverage to determine that the State of Iowa and the ICN can be named as additional insured without creating an adverse effect on the Vendor's coverage.

8.8 Waiver of Subrogation Rights. The Vendor shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against State of Iowa and the ICN. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the ICN.

SECTION 9. CONFIDENTIAL INFORMATION.

9.1 During the course of this Agreement each party may disclose, to the other either directly or indirectly, certain data which is proprietary which shall be referred to as "Confidential Information" of the disclosing party and which must remain confidential. Confidential Information may include without limitation, among other things, such items as security information, user information, data, knowledge, trade secrets and other proprietary information, methodologies, developments, software, software documentation, inventions, processes, and other nonpublic information in oral, graphic, written, electronic or machine readable form.

9.2 The parties acknowledge that information and material in the hands of the ICN is generally public information unless it is specifically allowed by law to be maintained as Confidential Information.

- 9.3 The parties acknowledge that some information in the hands of the ICN is strictly confidential and is not subject to release as a matter of law. The Vendor shall abide by all such statutory provisions when handling sensitive ICN information identified as confidential.
- 9.4 All written or electronic Confidential Information shall be clearly marked as Confidential Information by the party providing the Confidential Information at the time of disclosure to the other party.
- 9.5 If the Confidential Information is disclosed orally, and reduced to writing, the receiving party must treat the information as Confidential Information.
- 9.6 The Vendor shall limit such identification to information it reasonably believes it is entitled to confidential treatment pursuant to Iowa Code Chapter 22 or other applicable law.
- 9.7 In the event a public records request is made to the ICN pursuant to Iowa Code Chapter 22, regarding the Confidential Information of the Vendor, the ICN shall immediately notify the Vendor of the request by telephone and fax. The ICN will respond to the request for information within 15 days thereafter with a release of the information unless the Vendor has obtained an injunction preventing release of the requested information.
- 9.8 The obligations of this Agreement do not apply to Confidential Information which:
- 9.8.1 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 Confidential Information to receiving party.
 - 9.8.2 Was known to the receiving party prior to the disclosure of the Confidential Information from the disclosing party;
 - 9.8.3 Was disclosed to the receiving party without restriction by an independent third party having a legal right to disclose the Confidential Information;
 - 9.8.4 Becomes public knowledge, other than through an act or failure to act of the disclosing party;
 - 9.8.5 Is publicly available or in the public domain when provided;
 - 9.8.6 Is independently developed by the disclosing party; or
 - 9.8.7 Is disclosed pursuant to law, subpoena or the order of a court or government authority.
- 9.9 The parties shall have the following duties relating to the Confidential Information:
- 9.9.1 The Vendor shall designate one individual who shall remain the responsible authority in charge of all data collected, used or disseminated by the Vendor in connection with the performance of this Agreement. The Vendor shall accept responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the terms of this Agreement. The private and confidential data shall remain the property of the ICN at all times.
 - 9.9.2 The Confidential Information of either party shall be held in strict confidence by the receiving party and shall not be disclosed or used by the receiving party without the prior written consent of the disclosing party, except as provided in this Agreement or as may be required by law pursuant to available confidentiality restrictions.
 - 9.9.3 The parties shall use their best efforts to protect the Confidential Information in its possession.
 - 9.9.4 The parties shall restrict disclosure of the Confidential Information solely to those of its employees, agents, consultants and attorneys with a need to know in order to accomplish the purpose of this Agreement.
 - 9.9.5 The parties shall protect the Confidential Information from disclosure to or access by unauthorized persons.

9.9.6 The parties shall use the Confidential Information solely for the purpose of this Agreement and for no other purpose.

9.9.7 The parties shall not duplicate the Confidential Information in any form, except as may be necessary to accomplish the purpose of this Agreement.

9.9.8 The parties shall advise each of its employees, agents, consultants and attorneys who receive the Confidential Information of the obligations of confidentiality and restrictions on the use set forth herein.

9.9.9 The parties shall immediately return the Confidential Information and all copies thereof, to each other upon the earlier of the expiration of the need therefore or the termination of this Agreement in order to accomplish the purpose.

9.10 The provisions of this Agreement shall apply to all Confidential Information disclosed by the parties to each other over the course of this Agreement. The parties' obligations under this provision shall survive termination of this Agreement and shall be perpetual.

9.11 The Vendor shall indemnify the ICN for a violation of this Section. The Vendor shall notify the ICN prior to the destruction of these materials and shall provide the ICN with the opportunity for proper destruction of these materials.

9.12 No Confidential Information will be exported to any country in violation of the United States Export Administration Act and the regulations thereunder.

SECTION 10. VENDOR WARRANTIES.

10.1 Construction of Warranties Expressed in this Agreement with Warranties Implied by Law. All warranties made by the Vendor in all provisions of this Agreement and the bid proposal by the Vendor, whether or not this Agreement specifically denominates the Vendor's promise as a warranty or whether the warranty is created only by the 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 ICN, 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.

10.2 The Vendor warrants that all the concepts, materials produced, the work product and the information, data, designs, processes, inventions, techniques, devices, and other such intellectual property furnished, used, or relied upon by the Vendor or the ICN will not infringe any copyright, patent, trademark, trade dress, or other intellectual property right of the Vendor or others. Any intellectual property provided to the ICN pursuant to the terms of this Agreement, shall be wholly original with the Vendor or the Vendor has secured all applicable interests, rights, licenses, permits, or other intellectual property rights in such concepts, materials and work.

10.3 The Vendor represents and warrants that the concepts, materials and the ICN's use of same and the exercise by the ICN of the rights granted by this Agreement shall not infringe upon any other work, other than material provided by the ICN to the Vendor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity.

10.4 The Vendor warrants that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel.

10.5 The Vendor warrants that the deliverables under this Agreement will operate in conformance with the terms and conditions of this Agreement.

10.6 The Vendor warrants that it has full authority to enter into this Agreement and that it has not granted and will not grant any right or interest to any person or entity which might derogate, encumber, or interfere with the rights granted to the ICN.

10.7 The Vendor warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Vendor pursuant to this Agreement are or will be fully satisfied by the Vendor so that the ICN will not have any obligations with respect thereto.

10.8 The Vendor warrants that it is the owner of or otherwise has the right to use and distribute the software, the materials owned by the Vendor and any other materials, and methodologies used in connection with providing the services contemplated by this Agreement.

10.9 The Vendor expressly warrants to the standards in the industry all aspects of the goods and services provided by it or used by the Vendor and the ICN in performance of this Agreement.

10.10 The Vendor unconditionally warrants that all equipment supplied and installed for the purpose of fulfilling its obligations under this Agreement are fit for the purpose intended, that it complies with industry standards and that the equipment is compatible with the State's equipment.

SECTION 11. INDEMNIFICATION BY VENDOR. The Vendor agrees to defend, indemnify and hold the ICN, and the State of Iowa, its employees, agents, board members, appointed officials and elected officials, harmless from any and all demands, debts liabilities, damages, loss, claims, suits or actions, settlements, judgments, costs and expenses, including the reasonable value of time expended by the Attorney General's Office, and the costs and expenses and attorney fees of other counsel required to defend the ICN or the State of Iowa related to or arising from:

11.1 Any violation or breach of this Agreement including without limitation any of the Vendor's representations or warranties; or

11.2 Any acts or omissions, including, without limitation, negligent acts or omissions or willful misconduct of Vendor, its officers, employees, agents, board members, contractors, subcontractors, or counsel employed by Vendor in the performance of this Agreement, or any other reason in connection with the goods and services provided under this Agreement; or

11.3 Claims for any violation of any intellectual property right including but not limited to infringement of patents, trademarks, trade dress, trade secrets, or copyrights arising from the any of the goods or service performed in accordance with this Agreement; or

11.4 The Vendor's performance or attempted performance of this Agreement; or

11.5 Any failure by the Vendor to comply with all local, State and Federal laws and regulations; or

11.6 Any failure by the Vendor to make all reports, payments and withholdings required by Federal and State law with respect to social security, employee income and other taxes, fees or costs required by the Vendor to conduct business in the State of Iowa.

11.7 The Vendor's duty to indemnify as set forth in this Section shall survive the expiration or termination of this Agreement and shall apply to all acts taken in the performance of this Agreement regardless of the date any potential claim is made or discovered by the ICN.

SECTION 12. LIQUIDATED DAMAGES.

12.1 General

12.1.1 The ICN and the Vendor agree that it will be extremely impractical and difficult to determine actual damages which the ICN will sustain. The goods and services to be provided under the Agreement are not readily available on the open market; and any breach by the Vendor will delay and disrupt the ICN's operations and will lead to damages. Therefore, the parties agree that the liquidated damages as specified in all the Sections below are reasonable and will remain reasonable as long as the Agreement is in force.

12.1.2 In no case shall liquidated damages be measured in terms of potential lost revenue or potential lost net profit to the ICN, unless and to the extent that the ICN determines or alternatively, that a court of competent jurisdiction determines that actual loss can be measured precisely and that the written liquidated damages provision is unreasonable and/or unenforceable as a matter of law.

12.1.3 Assessment of liquidated damages shall be in addition to and not in lieu of such other remedies as may be available to the ICN. Except and to the extent expressly provided herein, the ICN shall be entitled to recover liquidated damages under each Section applicable to any given incident.

12.2 Notification of Liquidated Damages. All assessments of liquidated damages shall be made by the ICN. Upon determination that liquidated damages are to or may be assessed, the ICN shall notify the Vendor of the assessment in writing.

12.3 Conditions for Determination of Liquidated Damages.

12.3.1 As determined appropriate by the ICN, the following are the performance standard(s) and conditions under which the Vendor may obtain relief from the continued assessment of liquidated damages that have been imposed.

12.3.1.1 Timely and Accurate Work.

12.3.1.1.1 Condition. Contractor shall complete all installation preparations as required, complete system testing to the ICN's reasonable satisfaction, pass ICN acceptance testing and comply with all other contractual requirements in effect to accomplish the purpose of this Agreement.

12.3.1.1.2 Damages The ICN may impose liquidated damages of \$100 per day after the time set for completion of the work to be performed under this Agreement for every day the work is not completed. The date for completion of work shall be fixed in the request for service issued by the ICN for each job performed by the Contractor. In addition, the ICN may impose liquidated damages of \$50 per day for each and every failure to provide a deliverable pursuant to the agreed upon schedule or to comply with all other contractual requirements in effect, until such requirement is provided or performed.

12.3.1.1.3 Failure by the ICN. For purposes of imposing liquidated damages pursuant to the terms of this Section, damages will not be assessed in circumstances where the ICN, in its reasonable judgment, determines that the failure of performance by the Contractor is attributable to an act or omission of the ICN or its agents.

12.3.2 Except as waived in writing by the ICN, no liquidated damages imposed shall be terminated or suspended until the Vendor issues a written notice verifying the corrections of the condition(s) for which liquidated damages were imposed and all the Vendor corrections have been subject to verification at the discretion of the ICN.

12.3.3 If appropriate, the Vendor shall conduct systems testing of any correction as the ICN deems necessary. Such testing shall be developed jointly by the ICN and the Vendor and approved by the ICN including the test script, test environment and the test result.

12.3.4 The documentation necessary for verification and approval shall be determined by the ICN. The ICN shall be the sole judge of the accuracy of any documentation provided.

12.3.5 A Vendor notice of correction will not be accepted until the correction is verified by the ICN.

12.4 Severability of Individual Liquidated Damages. If any portion of the liquidated damages provisions is determined to be unenforceable in one or more applications, that portion remains in effect in all applications not determined to be invalid and is severable from the invalid applications. If any portion of the liquidated damages provisions is determined to be unenforceable, the other provision or provisions shall remain in full force and effect.

12.5 Waivers of Liquidated Damages. It is expressly agreed that the waiver of any liquidated damages due the ICN shall constitute a waiver only as to such liquidated damages and not a waiver of any future liquidated damages. Failure to demand payment of liquidated damages within any period of time shall not constitute a waiver of such claim by the ICN.

12.6 Payment of Liquidated Damages. The Vendor shall pay the ICN, as liquidated damages, the sums provided in Section 12.3.1.1 for each standard of performance the Vendor fails to meet until such standard is completed and accepted by the ICN. All assessed liquidated damages shall be deducted from any monies owed the Vendor by the ICN; and in the event the

amount due to the Vendor is not sufficient to satisfy the amount of the liquidated damages, the Vendor shall have the damages deducted from subsequent invoices. Recovery of liquidated damages will be accomplished by either invoice deduction, lump sum payment or a combination thereof within thirty (30) days. At the ICN's sole option, the ICN may obtain payment of assessed liquidated damages through one (1) or more claims upon the Performance Bond supplied by the Vendor.

12.7 Applicability of Liquidated Damages. The Vendor shall not be required to pay liquidated damages for delays solely due to matters as enumerated in the Section entitled Force Majeure or for time delays specifically approved by the ICN.

SECTION 13. TERMINATION.

13.1 Termination For Lack Of Authority or Funding. Notwithstanding anything in this Agreement to the contrary and subject to the limitations, conditions and procedures set forth below, the ICN shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the following:

13.1.1 The Legislature or Governor fails, in the sole opinion of the ICN, to appropriate funds sufficient to allow the ICN, or any state agency or department charged with responsibility to perform any of the ICN's obligations under this Agreement, to either meet its obligations under this Agreement or to operate as required to fulfill its obligations under this Agreement; or

13.1.2 If funds are de-appropriated, not allocated or if the funds needed by the ICN, in the ICN's sole discretion, are insufficient for any other reason; or

13.1.3 If the ICN's, or any responsible State agency's or department's authorization to conduct its business is withdrawn or there is a material alteration in the programs or any other program the ICN administers; or

13.1.4 If the ICN's duties are substantially modified.

13.2 Termination for Cause. The ICN may terminate this Agreement upon written notice for the substantial breach by Vendor of any material term if such breach is not cured by Vendor within the time period specified in the ICN's notice of breach or any subsequent notice or correspondence delivered by the ICN to Vendor. If a cure is feasible and an opportunity to cure is provided, the notice shall specify the exact date by which the condition must be cured. Following expiration of the opportunity to cure or notice from the ICN, the ICN may seek any legal or equitable remedy authorized by this Agreement or by law. Substantial breach events include but are not limited to the following:

13.2.1 Vendor fails to perform as required by this Agreement.

13.2.2 Vendor fails to make substantial and timely progress toward performance or fails to meet any of the material specifications and requirements stated in this Agreement, including without limitation the warranties provided in this Agreement, in the RFP or in the Vendor's bid proposal.

13.2.3 Vendor fails to conform to the specifications as required by the RFP and the Vendor's response to the RFP.

13.3 Immediate Termination. The ICN may terminate this Agreement effective immediately without advance notice and without penalty for any of the following reasons:

13.3.1 Vendor furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect or incomplete.

13.3.2 Vendor fails to perform, to the ICN's satisfaction, any material requirement of this Agreement or is in violation of any material provision of this Agreement, including, without limitation, the express warranties made by the Vendor.

13.3.3 The ICN determines that satisfactory performance of this Agreement is substantially endangered or that a default is likely to occur.

13.3.4 Vendor becomes subject to any bankruptcy or insolvency proceeding under Federal or State law to the extent allowed by applicable Federal or State law including bankruptcy laws.

13.3.5 Vendor terminates or suspends its business.

13.3.6 The ICN reasonably believes that Vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable Federal or State law.

13.3.7 It is alleged that Vendor's processes or materials violate any valid patent, trademark, copyright, other intellectual property right or contract, and the ICN reasonably believes that the allegation may impair Vendor's performance of this Agreement.

13.3.8 Vendor has failed to comply with all applicable Federal, State, and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement.

13.3.9 Vendor has engaged in conduct that has or may expose the ICN to liability, as determined in the ICN's sole discretion.

13.3.10 Vendor has a conflict of interest that interferes with fair competition or conflicts with an interest of the ICN as determined in the ICN's sole discretion.

13.4 In the event of termination of this Agreement for any reason by the ICN, the ICN shall pay only the amounts, if any, due and owing to Vendor for services actually rendered up to and including the date of termination of the Agreement and for which the ICN is obligated to pay pursuant to this Agreement. Payment will be made only upon submission of invoices and proper proof of Vendor's claim. This provision in no way limits the remedies available to the ICN in the event of a termination under this provision. However, the ICN shall not be liable for any of the following costs:

13.4.1 The payment of Unemployment Compensation to Vendor's employees;

13.4.2 The payment of Workers' Compensation claims which occur during the Agreement or extend beyond the date on which the Agreement terminates.

13.4.3 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.

13.4.4 Any taxes that may be owed by Vendor for the performance of this Agreement including but not limited to sales taxes, excise taxes, use taxes, income taxes or property.

13.5 Vendor Obligations upon Termination. Upon expiration or termination of this Agreement, or upon request of the ICN, the Vendor shall:

13.5.1 Immediately cease using and return to the ICN any personal property or material, whether tangible or intangible, provided by the ICN to the Vendor and in its, or any subcontractor's, control or possession;

13.5.2 Upon request from the ICN, destroy any personal property or material, whether tangible or intangible at no additional cost to the ICN, and verify in writing that the designated property or material has been destroyed;

13.5.3 Comply with the ICN's instructions for the timely transfer of active files and work being performed by Vendor under this Agreement to the ICN or the ICN's designee;

13.5.4 Protect and preserve property in the possession of the Vendor in which the ICN has an interest;

13.5.5 Stop work under this Agreement on the date specified in any notice of termination provided by the ICN;

13.5.6 Cooperate in good faith with the ICN, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement Vendor.

13.6 Care of Property. The Vendor shall be responsible for the proper custody and care of any the State owned tangible personal property furnished for the Vendor's use in connection with the performance of the Agreement, and the Vendor will reimburse the ICN for such property's loss or damage caused by the Vendor, normal wear and tear excepted.

SECTION 14. CONTRACT ADMINISTRATION.

14.1 Independent Contractor. The status of the Vendor shall be that of an independent contractor. The Vendor, its employees, agents and any subcontractors performing under this Agreement are not employees or agents of the State of Iowa or any agency, division or department of the State. Neither the Vendor nor its employees shall be considered employees of the ICN of Iowa for Federal or State tax purposes. The ICN will not withhold taxes on behalf of the Vendor (unless required by law).

14.2 Compliance with the Law and Regulations.

14.2.1 Compliance with the Law and Regulations. Vendor shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement, including without limitation all laws applicable to the prevention of discrimination in employment, the administrative rules of the Iowa Department of Management or 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 the use of targeted small businesses as subcontractors or suppliers.

14.2.2 The Vendor declares that it has complied with all Federal, State and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement, including without limitation, laws governing State of Iowa procurement and contracting.

14.2.3 The 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. The Vendor shall make the provisions of this Section a part of its contracts with any subcontractors providing goods or services related to the fulfillment of this Agreement.

14.2.4 The Vendor shall comply with all of the reporting and compliance standards of the Department of Management regarding equal employment.

14.2.5 The Vendor may be required to submit its affirmative action plan to the Department of Management to comply with the requirements of 541 IAC Chapter 4.

14.2.6 The ICN may consider the failure of the Vendor to comply with any law or regulation as a material breach of this Agreement. In addition, the Vendor may be declared ineligible for future State contracts or be subjected to other sanctions for failure to comply with this Section.

14.3 Amendments. This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be fully executed by the parties.

14.4 Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit the State and the Vendor.

14.5 Choice of Law and Forum.

14.5.1 The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law.

14.5.2 In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa wherever jurisdiction is appropriate.

14.5.3 This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the ICN or the State of Iowa.

14.6 Integration. This Agreement, including all the documents incorporated by reference, represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in this Agreement. The parties agree that if a Schedule, Addendum, Rider or Exhibit or other document is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

14.7 Not a Joint Venture. Nothing in this Agreement shall be construed as creating or constituting the relationship of a 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.

14.8 Consent to Service. The Vendor irrevocably consents to service of process by certified or registered mail addressed to the Vendor's designated agent. The Vendor appoints _____ at _____ 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, the Vendor shall immediately appoint a new agent and provide the ICN 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 ICN. Nothing in this provision will alter the right of the ICN to serve process in another manner permitted by law.

14.9 Supersedes Former Agreements. This Agreement supersedes all prior Agreements between the ICN and the Vendor for the services provided in connection with this Agreement.

14.10 Waiver. Any breach or default by either party shall not be waived or released other than by a writing signed by the other party. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of the 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.

14.11 Notices.

14.11.1 Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth as follows:

If to the ICN: Contracting Officer
Grimes State Office Bldg
400 East 14th Street
Des Moines, IA 50319

If to the Vendor: [Vendor may provide one (1) contact]

14.11.2 Each such notice shall be deemed to have been provided:

14.11.2.1 At the time it is actually received; or,

14.11.2.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day of delivery; or,

14.11.2.3 Within five days after deposited the U.S. Mail in the case of registered U.S. Mail.

14.11.3 Copies of such notice to each party shall be provided separately.

14.11.4 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.

14.12 Cumulative Rights. The various rights, powers, options, elections and remedies of either party, 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 either party by law. Nothing in this Agreement shall be construed as affecting, impairing or limiting the equitable or legal remedies to which either party may be entitled as a result of any breach of this Agreement.

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

14.14 Express Warranties. The Vendor expressly warrants all aspects of the items and services provided by it or used by the Vendor and the ICN in performance of this Agreement.

14.15 Warranty Regarding Solicitation. The Vendor warrants that no person or selling agency 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 for the purpose of securing business.

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

14.17 Obligations 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. All obligations of the Vendor incurred or existing under this Agreement as of the date of expiration, termination or cancellation will survive the expiration, termination or cancellation of this Agreement.

14.18 Time is of the Essence. Time is of the essence with respect to the successful performance of the terms of this Agreement. The Vendor shall ensure that all personnel providing services to the ICN are responsive to the ICN's requirements in all respects.

14.19 Authorization. Each party to this Agreement represents and warrants to the other 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. This Agreement constitutes a legal, valid and binding obligation upon the parties in accordance with its terms.

14.20 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.

14.21 Counterparts and Facsimile Signatures. The parties agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument. The parties further agree that the signatures on this Agreement or any amendment or schedule may be manual or a facsimile signature of the person authorized to sign the appropriate document. All authorized facsimile signatures shall have the same force and effect as if manually signed.

14.22 Use of Third Parties/Prime Vendor Responsibilities. The ICN acknowledges that the Vendor may Agreement with third parties for the performance of any of the Vendor's obligations under this Agreement. All subcontracts shall be subject to advance written approval by the ICN. The Vendor may enter into these contracts to complete the project provided that the Vendor remains responsible for all services performed under this Agreement. All restrictions, obligations and responsibilities of the Vendor under this Agreement shall also apply to subcontractors. The ICN shall consider the Vendor to be the sole point of contact with regard to all matters related to this Agreement and is not required to initiate or maintain contact with any subcontractor. ICN may choose to deny use of any specific third party contractor at ICN's sole discretion, in which case the Vendor must obtain a different third party contractor.

14.23 DATE PROCESSING WARRANTY.

14.23.1 The Vendor warrants that each item of hardware, software, firmware, or a custom designed and developed software program or a system which is developed or delivered under, or used by Vendor in connection with its performance of this Agreement, shall accurately process data, including, but not limited to, calculating, comparing and sequencing, from, into, between and among the nineteenth, twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the item(s) documentation provided by the Vendor.

14.23.2 If the items to be developed and delivered under this Agreement are to perform as a system with other hardware and/or software, then the warranty shall apply to the items developed and delivered as the items process, transfer, sequence data, or otherwise interact with other components or parts of the system. This

warranty shall survive the term of this Agreement. The remedies available to the ICN for a breach of warranty includes, but is not limited to, repair or replacement of non-compliant items or systems.

14.23.3 Nothing in this warranty shall be construed to limit any rights or remedies of the ICN under this Agreement with respect to defects in the items other than the Date Processing Warranty.

14.24 Force Majeure. Neither Vendor nor the ICN shall be liable to the other for any delay or failure of performance of this Agreement; and no delay or failure of performance shall constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a "force majeure".

14.24.1 As used in this Agreement, "force majeure" includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party effected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. Failure to perform by a subcontractor or an agent of the Vendor shall not be considered a "force majeure" unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Agreement. "Force majeure" does not include: financial difficulties of the Vendor or any parent, subsidiary, affiliated or associated company of Vendor; claims or court orders which restrict Vendor's ability to deliver the goods or services contemplated by this Agreement; or Year 2000 issues or Y2K-related difficulties or problem.

14.24.2 If a "force majeure" delays or prevents Vendor's performance, the Vendor shall immediately commence to 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 reasonably determined solely by the ICN.

14.24.3 During any such period, the Vendor shall continue to be responsible for all costs and expenses related to alternative performance.

14.24.4 This Section shall not be construed as relieving the Vendor of its responsibility for any obligation which is being performed by a subcontractor or supplier of services unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as described here.

14.25 Records Retention and Access. The Vendor shall permit the Auditor of the State of Iowa or any authorized representative of the State or any authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent validation records, financial records, accounting records, books, documents, papers, electronic or optically stored and created records or other records of the Vendor relating to or created as a result of the performance of this Agreement. These records shall be made available to the State, its designees, the Auditor, or an authorized representative of the United States government at reasonable times and at no cost to the State during the term of this Agreement and for a period of at least (5) years following the termination, cancellation or expiration of this Agreement.

14.26 Taxes. ICN declares and Vendor acknowledges that the Vendor and its subcontractors may be subject to certain taxes including but not limited to sales tax, motor vehicle fuel tax, personal or corporate income tax or other taxes or assessments, and to licensing fees or other miscellaneous fees or charges which may be imposed by Federal, State or local law or ordinance. The Vendor and its subcontractors shall be solely responsible for the payment of such taxes. The Vendor shall promptly pay all such taxes, fees or charges when due. ICN is a tax-exempt entity and the Vendor shall not attempt to pass on any costs, including surcharges and fees, to the ICN that are attributable to federal, state, or local taxes, including sales tax, motor fuel tax, property tax, or personal or corporate income tax.

14.27 Universal Service Fund Charges. The parties agree that the ICN has been recognized by the FCC as a telecommunications carrier and a re-seller of the Services to be provided by Vendor under this Agreement. The ICN incorporates the Services into services offered to its own customers. The ICN contributes directly to the federal Universal Service Fund, as required, based upon revenue from its end-user customers. Based on the foregoing representations, the ICN will not be required to pay the Federal Universal Service Fee ("FUSF") of the Vendor or its successor(s).

14.28 Further Assurances and Corrective Instruments. The Vendor agrees that it 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.

14.29 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. For purposes of construing this clause, a transfer of a controlling

interest in Vendor shall be considered an assignment. If either party, in its sole discretion, determines that the other party's assignment of this Agreement to another person or entity is not in the determining party's best interests, the determining party may elect to terminate this Agreement with the other party without penalty upon thirty (30) days written notice to the Vendor.

14.30 Headings or Captions. The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.

14.31 The ICN reserves the right to conduct criminal history and other background investigations of the Vendor, its officers, directors, shareholders, or partners and personnel retained by the Vendor for the performance of the Contract.

14.32 No Minimums Guaranteed. The ICN does not guarantee any minimum usage of the Vendor's services or make any volume commitment under this Agreement.

SECTION 15. BUSINESS DOWNTURN.

15.1 In the event of a business downturn or budget difficulties beyond the control of the ICN, including budget difficulties of other authorized users of the ICN or significant restructuring or reorganization, any of which significantly reduces the volume of Services required by the ICN, with the result that ICN will be unable to meet its revenue or volume commitments under this Agreement, Vendor and the ICN will cooperate in efforts to develop a mutually agreeable alternative.

SECTION 16. REDUCTION OF RESOURCES.

16.1 If, during the Term, the ICN experiences a change in the scope, nature or volume of its business, or if the ICN elects to change the manner or method by which it does (including, but not limited to, an election by Iowa Legislature to effect a sale or other disposition of material assets), which have or may have the effect of causing a decrease in the quantity or quality of the Services that will be needed by ICN, then ICN may request Vendor to reduce the level of Services and the annual Service charges to ICN under this Agreement. However any such reduction must not adversely impact upon Vendor's ability to reasonably perform its obligations under the Agreement.

16.2 In such event, Vendor shall estimate, in writing and in good faith, the aggregate decreased charges to Vendor from ICN's ceasing to perform such Services and shall provide such written estimate to ICN, no later than 30 days from Vendor's receipt of ICN's notice. ICN, upon receipt of such estimate, may then elect by written notice given to Vendor within 15 days following receipt of Vendor's written estimate to:

16.2.1 Withdraw its request for a cessation of part of the Services;

16.2.2 Implement such partial cessation of Services based upon the estimate of Vendor; or

16.2.3 Request that Vendor negotiate with ICN regarding the aggregate reduction in the Annual Service Charges due to Vendor from ICN hereunder as a result of the partial cessation of Services. If ICN shall elect to request Vendor to negotiate, the parties shall promptly negotiate in good faith regarding the amount.

SECTION 17. EXECUTION.

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 TELECOMMUNICATIONS AND TECHNOLOGY COMMISSION

By: _____ Date: _____

Name:

Title:

[VENDOR will be listed]:

By: _____ Date: _____

Name:

Title:

Schedule A
Scope of Services

Schedule A will be developed in the Contract.

ATTACHMENT 2

BID PROPOSAL COMPLIANCE FORM

Page 1 of 2

RFP 25-010

Vendor affirms that the information contained in the bid proposal is true and accurately portrays all aspects of the goods or services or both contemplated by this RFP. The Vendor is aware that any substantive misinformation or misrepresentation may disqualify the bid proposal from further consideration.

Vendor hereby certifies total compliance with all other terms, conditions and specifications of this RFP except as expressly stated below:

Chapter 1, Administrative Issues

Chapter 2, Contractual Terms & Conditions

Chapter 3, Technical Specifications

Chapter 4, Evaluation Criteria

I certify that I have the authority to bind the Vendor indicated below to the specific terms and conditions imposed in this RFP and offered in this bid proposal, and that by my signature on this document I specifically agree to all of the waivers, restrictions and requirements of this RFP as conditions precedent to submitting this proposal. I further state that in making this bid proposal that the Vendor has not consulted with others for the purpose of restricting competition or violating State or Federal anti-trust laws and has not knowingly made any false statements in this proposal.

Authorized Signature:

Printed Name:

Title:

Telephone:

Fax Number:

E-Mail:

Business Name:

Address:

Federal ID Number:

BID PROPOSAL COMPLIANCE FORM

Page 2 of 2

RFP 25-010

Vendor providing bid proposal must complete each section of this Attachment and submit as part of its bid proposal.

Vendor Name (including all d/b/a or assumed names or other operating names of the Vendor: _____

Address: _____

Phone: _____

Fax: _____

Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company: _____

Number of employees: _____

Local office address that relates to the Vendor's performance under the terms of this RFP (if different from above): _____

Phone: _____

Fax: _____

Vendor accounting firm: _____

State of incorporation (if a corporation). State of formation (if a limited liability company or a limited partnership): _____

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

Person to Contact Regarding This Bid Proposal: _____

Address: _____

Phone: _____

Fax: _____

E-Mail: _____

Person to Contact Regarding Service Scheduling and Other Arrangements: _____

Address: _____

Phone: _____

Fax: _____

E-Mail: _____

ATTACHMENT 3

AUTHORIZATION TO RELEASE INFORMATION
RFP 25-010

_____ (Name of Vendor) hereby authorizes any person or entity, public or private, having any information concerning the Vendor's background, including but not limited to its performance history regarding its prior rendering of services similar to those detailed in this RFP, to release such information to the State.

The Vendor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Vendor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Vendor is willing to take that risk. The Vendor agrees to release all persons, entities, and the State of Iowa from any liability whatsoever that may be incurred in releasing this information or using this information.

Printed Name of Vendor Organization

Signature of Authorized Representative

Date

Criteria of Compliance Requirement	Vendor Response
3.3.1 Vendor must provide the following information regarding its Experience:	
3.3.1.1 Number of years in business.	
3.3.1.2 Number of years experience with communications cabling and equipment.	
3.3.1.3 Provide proof of certification for all manufacturers with whom Vendor has been certified to offer the manufacturer's 20-year warranty. List each manufacturer and equipment in which Vendor has had training and/or experience. Note by each manufacturer/equipment the type of training or experience, plus if able to provide warranty for work and materials. The ICN may verify all data submitted that the Vendor and the sub-contractor are qualified and experienced to properly install or service the installed base.	
3.3.1.4 For each category (Transmission, Key Systems, PBX, LAN/WAN), Vendor must provide a list of equipment (per category) it has installed. For each equipment listed, Vendor must provide proof of certification or state number of year's experience. In addition, a reference (including phone number) must be given for each equipment listed.	
3.3.2 Vendor must provide the following information regarding its personnel:	
3.3.2.1 Vendor must provide resumes for all key personnel including the technicians who will be involved in providing the services contemplated by this RFP. The following information must be included in the resumes: full name, education, years of experience and employment history particularly as it relates to the scope of services specified herein (including product experience and certification).	
3.3.2.2 Vendor shall provide technicians who have a minimum of one (1) year on-the-job experience. Education is exchangeable for experience, subject to approval of the ICN. All workers shall be knowledgeable in the following items: (1) the electrical codes that effect commercial buildings, (2) standard telephone and data installation practice and (3) asbestos awareness training. All Vendors' employees who will be placing fiber optic cable must have training in fiber optic cable handling, proper pulling methods and placement.	
3.3.2.3 State number of technicians with asbestos awareness training.	
3.3.2.4 State method of training implemented to train technicians to place fiber optic cable.	
3.3.2.5 State number of technicians certified at a minimum of Category 6 cable installation and termination for each manufacturer stated in 3.3.1.3.	
3.3.2.6 State number of technicians certified for fiber optic cable termination for each manufacturer stated in 3.3.1.3.	
3.3.2.7 State number of employees who have had additional training on copper or fiber optic cable in these areas: placement, installation, termination or troubleshooting.	
3.3.3 Vendor must provide the following financial information:	
3.3.3.1 Provide a minimum of three (3) financial references. For sole proprietors or partnerships, these may be personal financial references for the proprietor or the partners.	
3.3.4 Vendor must provide the following business information:	
3.3.4.1 Provide a minimum of three (3) business references. For sole proprietors or partnerships, these may be personal business references for the proprietor or the partners.	
3.3.4.2 During the last five (5) years, has Vendor had a contract for services terminated for any reason? If so, provide full details related to the termination.	
3.3.4.3 During the last two (2) years, have any irregularities been discovered in any of the accounts maintained by the Vendor on behalf of others? If so, describe the circumstances of irregularities or variances and disposition of resolving the irregularities or variances.	
3.3.5 Vendor must provide the following legal or administrative information:	
3.3.5.1 During the last five (5) years, describe any damages or penalties of anything of value traded or given up by Vendor under any of its existing or past	

contracts as it relates to services performed that are similar to the services contemplated by this RFP and the resulting Contract. If so, indicate the reason for the penalty or exchange of property or services and the estimated account of the cost of that incident to the Vendor.	
3.3.5.2 During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Vendor to engage in any business, practice or activity.	
3.3.6 Labor Rates, Support and All Other Related Expenses.	
Labor Rates, Support and All Other Related Expenses. Unemployment insurance, workers' compensation, sick leave, vacation and all other benefits are the responsibility of the Vendor. Support and all other related expenses are the responsibility of the Vendor. Vendor shall be paid at a fixed hourly rate. This rate is paid for actual time on the job. The ICN shall not pay mileage, motel expenses or per diem.	
3.3.6.1 Vendor must state hourly rate for the following types of projects (rates may be different prices or the same price for each):	
3.3.6.1.1 Installer – copper cable, key telephone systems (or KTS which is a method of allowing several central office lines to be accessed from multiple telephone sets), moves, adds, changes, repairs, etc.	
3.3.6.1.2 PBX – adds, changes and troubleshooting of phones connected to Siemens/Rolm switches (programming not required but should have basic knowledge of digital/analog phone operations in relation to private branch exchange)	
3.3.6.1.3 Local Area Network System – install servers, switches, hubs (programming not necessary but technician should understand the basic principles of LAN equipment)	
3.3.6.1.4 Fiber Optic Cable – installation and testing (both power-through and OTDR are acceptable; contractor testing should show loss results and that fiber will pass EIA/TIA standards)	
3.3.6.1.5 Others (please list)	
3.3.6.2 Vendor may be paid an hourly rate for travel time both ways. The travel time shall not be paid if the Vendor performs other customers' work along the way. The ICN shall negotiate an agreed upon travel time to the benefit of both parties. Furthermore, the ICN reserves the right to employ local contractors in the local area where travel time is appropriately reduced to the benefit of the ICN. The work involved shall be within State owned or rented facilities throughout the State of Iowa. The work shall be in all Iowa counties. The Vendor shall only bid those counties it wishes to serve. Vendor shall complete and submit with its bid proposal Attachment 4, Counties Bid & Travel Rate	
3.3.7 Billing.	
<p>3.3.7.1 Vendors awarded Contracts shall be required to submit electronic invoices to the ICN. Vendor invoices shall be submitted in an Excel, PDF or Comma Delimited file that contains the following information:</p> <ul style="list-style-type: none"> • Project Number • Date of Service • Technician(s) Hourly Rate • Technician(s) Daily Hours • Technician(s) Daily Cost (do not combine several technicians' hours together – make one line item per technician per day per project) • Quantity, Description and Price of Material <p>The Vendor shall issue ICN invoices by project number (e.g., TSR #, RFS #, SR #) with no more than one project on an invoice. The Vendor may issue multiple invoices for a project; however, unless otherwise provided in the project scope of work, ICN shall not process these invoices for payment until project completion and acceptance by the ICN.</p> <p>(Appropriate response to this section is a statement that the Vendor will provide an electronic invoice in an Excel or Comma Delimited file OR that the Vendor cannot provide an electronic invoice in an Excel or Comma Delimited file.</p> <p><i>Example Format for Electronic Invoice</i></p>	

Project Number	Date of Service	Tech Name	Tech Hourly Rate	Tech Hours	Technician Daily Cost	Material Description	Material Price
112233	11.7.03	Joe Jones	10.00	4	\$40.00	25 Boards	250.00
112233	11.7.03	Bob Berry	25.00	2	\$50.00		
112233	11.11.03						
222111	11.14.03	Joe Jones	10.00	3.5	\$35.00		
112233	11.14.03	Bob Berry	25.00	1	\$25.00		

Projects must be completed and accepted by ICN prior to Vendor submitting invoice.

3.3.7.2 If Vendor fails to submit an invoice within 60 days after shipment of the goods or provision of the service pursuant to this Contract, the ICN shall be excused from any liability owing to the Vendor and shall not pay invoices submitted after the 60th day. Additionally, ICN must receive all fiscal year invoices no later than July 15. ICN shall be excused from any liability owing to the Vendor and shall not pay invoices submitted after July 15.

ATTACHMENT 4**COUNTIES BID, RATE & TRAVEL CHARGES**
RFP 25-010

Vendor to select those counties it would like to include in its bid proposal to provide the services contemplated by this RFP. Vendor may **only** provide services for those counties selected.

COUNTY NUMBER	COUNTY	VENDOR WILL PROVIDE SERVICE (YES/NO)	LABOR RATE(S)	TRAVEL CHARGE (IF ANY) – STATE "NONE" IF NO CHARGE
1	Adair			
2	Adams			
3	Allamakee			
4	Appanoose			
5	Audubon			
6	Benton			
7	Black Hawk			
8	Boone			
9	Bremer			
10	Buchanan			
11	Buena Vista			
12	Butler			
13	Calhoun			
14	Carroll			
15	Cass			
16	Cedar			
17	Cerro Gordo			
18	Cherokee			
19	Chickasaw			
20	Clarke			
21	Clay			
22	Clayton			
23	Clinton			
24	Crawford			
25	Dallas			

COUNTY NUMBER	COUNTY	VENDOR WILL PROVIDE SERVICE (YES/NO)	LABOR RATE(S)	TRAVEL CHARGE (IF ANY) – STATE "NONE" IF NO CHARGE
26	Davis			
27	Decatur			
28	Delaware			
29	Des Moines			
30	Dickinson			
31	Dubuque			
32	Emmett			
33	Fayette			
34	Floyd			
35	Franklin			
36	Fremont			
37	Greene			
38	Grundy			
39	Guthrie			
40	Hamilton			
41	Hancock			
42	Hardin			
43	Harrison			
44	Henry			
45	Howard			
46	Humboldt			
47	Ida			
48	Iowa			
49	Jackson			
50	Jasper			
51	Jefferson			
52	Johnson			
53	Jones			

COUNTY NUMBER	COUNTY	VENDOR WILL PROVIDE SERVICE (YES/NO)	LABOR RATE(S)	TRAVEL CHARGE (IF ANY) – STATE "NONE" IF NO CHARGE
54	Keokuk			
55	Kossuth			
56	Lee			
57	Linn			
58	Louisa			
59	Lucas			
60	Lyon			
61	Madison			
62	Mahaska			
63	Marion			
64	Marshall			
65	Mills			
66	Mitchell			
67	Monona			
68	Monroe			
69	Montgomery			
70	Muscatine			
71	O'Brien			
72	Osceola			
73	Page			
74	Palo Alto			
75	Plymouth			
76	Pocahontas			
77	Polk (Includes Capitol Complex)			
78	Pottawattamie			
79	Poweshiek			
80	Ringgold			
81	Sac			

COUNTY NUMBER	COUNTY	VENDOR WILL PROVIDE SERVICE (YES/NO)	LABOR RATE(S)	TRAVEL CHARGE (IF ANY) – STATE "NONE" IF NO CHARGE
82	Scott			
83	Shelby			
84	Sioux			
85	Story			
86	Tama			
87	Taylor			
88	Union			
89	Van Buren			
90	Wapello			
91	Warren			
92	Washington			
93	Wayne			
94	Webster			
95	Winnebago			
96	Winneshiek			
97	Woodbury			
98	Worth			
99	Wright			