

**IOWA STATE UNIVERSITY
REQUEST FOR PROPOSAL No. 62668**

FOR

SITE PLAN

FOR

REIMAN GARDENS

**Purchasing Department
3616 Administrative Services Building
Ames, IA 50011-3616**

November 19, 2013

RFP No. 62668

SECTION I

PROPOSAL INSTRUCTIONS AND CONDITIONS

1. Introduction

A. Iowa State University (ISU or University) is soliciting proposals from qualified design/landscape architecture firms to facilitate and develop a Site Plan/Master Plan for Reiman Gardens.

B. University Representatives Questions and comments with reference to this proposal may be directed to:

Stacy Sassman
Purchasing Agent
Iowa State University
3616 Administrative Services Building
Ames, Iowa 50011-3616
(515)294-9390
ssassman@iastate.edu

2. Bidder Responsibility Each Bidder by submitting a proposal acknowledges its representative has:

A. Read and completely understood the proposed requirements, specifications, and terms and conditions.

B. Based the proposal upon the materials described (where provided in the proposal documents).

C. Had an authorized representative of the Company sign the bid.

Failure of the selected company to fulfill the provisions of this section shall in no way relieve the obligation of the company to furnish all services necessary to carry out the provisions of the contract if awarded, nor shall such failure constitute grounds for extra compensation over the stated price in the accepted proposal.

3. Receipt and Opening of Proposals

A. Submitted proposals are to be labeled "**RFP 62668: Reiman Garden Site Plan**". Proposals must be received in the ISU Purchasing Department, 3616 Administrative Services Building, Ames, Iowa 50011-3616 by 3:00 P.M. CST on December 5, 2013. Any proposal received after the time specified for the receipt of proposals may not be considered and may be returned unopened.

Proposals, which are delivered personally, are to be brought to the Purchasing Department front desk located at the south entrance of the 1st Floor Administrative Services Building (ASB). The ASB building is located at the southwest corner of the intersection of Stange Road and 13th Street.

One (1) original, six (6) copies, and one (1) electronic copy of the proposal are to be submitted to the ISU Purchasing Department in response to this RFP. The electronic copy should be saved as one PDF file and can be submitted on a CD or USB drive.

- B. ISU reserves the right to accept or reject any or all proposals and to waive any irregularities or informalities in price proposals if such waiver does not substantially change the offer or provide a competitive advantage to any Bidder.
- C. The laws of the State of Iowa require that at the conclusion of the selection process, the contents of all proposals will be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal. Pricing and financial arrangements are not considered proprietary.

Failure to list all proprietary sections of the submitted proposal in the space provided on the Form of Proposal, Attachment A, shall relieve ISU personnel from any responsibility, should such information be viewed by the public, a competitor, or be in any way accidentally released.

- D. All opened proposals become the property of ISU and will not be returned to the offeror.
 - E. Proposals may be withdrawn any time prior to scheduled closing time for receipt of proposals; no proposal may be modified or withdrawn for a period of sixty (60) calendar days thereafter.
 - F. All erasures or corrections shall be initialed by the person(s) signing the proposal.
 - G. Each Bidder shall examine the RFP Documents carefully and make written request to the Purchasing representative listed in Section 1 Paragraph B for interpretation or correction of any ambiguity, inconsistency or error, which may be discovered. ISU Purchasing shall issue any and all interpretations, corrections, revisions, and amendments to all holders of RFP Documents in the form of written addenda. All addenda so issued shall become part of the RFP Documents and shall be acknowledged in the proposal.
 - H. This Request for Proposal does not commit ISU to make an award, nor will ISU pay any costs incurred in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.
4. Addenda Any and all interpretations, corrections, revisions, and amendments shall be issued by the ISU Purchasing Department to all holders of proposed Contract Documents in the form of written addenda. Except for addenda modifying the proposal due date or canceling the Request for Proposal, such addenda shall be issued so as to be received at least five (5) days prior to the time set for receipt of proposals. All addenda so issued shall become part of the Contract Documents and shall be acknowledged in the Form of Proposal.
5. Qualification of Bidder
- A. ISU shall make such investigations as deemed necessary to determine the ability of Bidder to provide the expected services.
 - B. ISU reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Bidder fails to satisfy ISU that said Bidder is properly qualified to carry out the obligations specified herein.
6. Exceptions Bidders wishing to take exception to any terms and conditions of this RFP should do so on Attachment B of this RFP. Exceptions must be taken point-by-point. Taking blanket exception to the terms and conditions may cause ISU to consider your proposal as non-responsive and not eligible for award.

7. Vendor Database Bidders must be registered in our vendor system to receive an award resulting from an RFP. Please visit the vendor registration website (shown below) for instructions on the vendor registration process. <http://www.purchasing.iastate.edu/vendors/process.html>
8. Tie Bids The Purchasing Department will resolve bids that are equal in all respects and tied in price by drawing lots. Whenever practical, the drawing will be held in the presence of the vendors who are tied in price. If this is not feasible, the drawing will be made in front of at least three (3) persons and said drawing documented. Whenever a tie bid involves an Iowa firm and firm outside the State of Iowa, the Iowa firm will receive preference. Whenever a tie involves one or more Iowa firms and one or more firms outside the State of Iowa, the drawing will be held among the Iowa firms only. Tie bids involving Iowa produced or manufactured products and items produced or manufactured outside the State of Iowa will be resolved in favor of the Iowa product.
9. Errors in Bids In the event of a discrepancy between a unit price and its extension, the unit price will govern. Bids may be amended or withdrawn by the bidder up to the bid opening date and time.
10. Modification or Withdrawal of Quotation
 - A. Prior to the date and time designated for receipt of quotations, quotations submitted early shall be withdrawn only by written notice to ISU. Such notice shall be received by ISU prior to the designated date and time for receipt of quotations.
 - B. Withdrawn bids may be resubmitted up to the time designated for receipt of bids provided that they are then fully in conformance with these Bid Instructions and Conditions.
11. Gratuities The laws of the State of Iowa provide that it is a criminal offense to offer, promise, or give anything of value or benefit to a state employee with the intent to influence that employee's acts, opinion, judgment, or exercise of discretion with respect to that employee's duties.
12. Parties to the Contract Bidders must identify all parties who will be involved with performance of the contract. By submitting a proposal, the Bidder warrants that all parties to the contract have received a copy of this RFP and that the Bidders' response is acceptable to these parties.
13. Evaluation Evaluation of the proposals will be performed by a committee representing Reiman Garden administrators and staff and the ISU Purchasing Department. ISU reserves the right to award a contract based not only on cost, but on the criteria which best meets the University's requirements and goals. Proposals will be evaluated using the following criteria, which are listed below in no particular order:
 - A. Cost of services and expenses
 - B. Ability to meet the project timeline
 - C. Qualifications of the company
 - D. Experience with the development of landscape design for public gardens and botanic centers
 - E. Experience with the creation of site plans/landscape design within a university setting
 - F. Demonstrated ability to incorporate effective storm water drainage and/or retention solutions and exemplary architectural design into site planning work.
 - G. Demonstrated ability to perform the work in a timely and cost effective manner
 - H. Compliance with the terms and conditions of the RFP

SECTION II

DETAILED SPECIFICATIONS

1. Introduction Iowa State University (ISU or University) is soliciting proposals from qualified design/landscape architecture firms to facilitate and develop a Site Plan/Master Plan for Reiman Gardens. Selection criteria will be based on a firm's expertise in the development of site plans for public gardens and botanical centers and experience working within a university environment.
2. Overview The direction of the plan will be guided by the findings of Reiman Gardens' 2013 Report Card Assessment and Visioning Report and the 2014 Reiman Gardens Strategic Plan (currently underway) and the current master plan developed in 2002. The Site Plan should depict a long-range vision for the future of Reiman Gardens, ensuring that the plan aligns with the strategic goals for Reiman Gardens and Iowa State University, community needs, and any planned development of adjacent university property.

Reiman Gardens has established an anticipated start date of January 2013, and a twelve-month time frame for completion of the Site Plan.

3. Mission Reiman Gardens' newly revised mission is "to educate, enchant and inspire an appreciation of plants, butterflies, and the beauty of the natural world."

The new vision of Reiman Gardens is:

As a public garden:

- Be breathtaking
- Be a major cultural resource
- Promote conservation

As a university garden:

- Integrate with a wide range of Iowa State University departments
- Showcase research of Iowa State University faculty and students
- Provide outstanding intern opportunities for Iowa State University students

As a community resource:

- Provide information and ideas to children and adults
- Create citizen science projects
- Work closely with local, state, and regional youth programs and organizations

As an institution:

- Become ever-increasingly financially stable
- Address deferred maintenance issues
- Be indispensable for our partners: public, community or university

Reiman Gardens' vision is "to become the premier public garden in Iowa by; providing a unique educational experience, strengthening our connection to the university and the community, connecting people to the natural world, providing rewarding volunteer opportunities, creating the ideal setting for families to celebrate their milestones, and becoming the Midwest leader in sustainable practices".

4. Background Founded in 1995, Iowa State University's Reiman Gardens is a magnificent gateway to the City of Ames and the Iowa State University campus. Located immediately south of ISU's Jack Trice Stadium, this 17-acre celebration of Iowa's botanic diversity features nearly 40 individual gardens showcasing an astounding array of biodiversity, including an award winning rose garden, a wetland garden, a children's garden, a native prairie, a shade garden, a home production garden, an herb garden and much more. The Conservatory Complex houses state of the art meeting space; a conservatory with waterfalls and an ever-changing exhibit of plant life; a 2,500 sq. ft. butterfly wing with a tropical plant exhibit and one of the most diverse displays of butterflies in the nation; a gift shop; greenhouse; entomology lab, guest reception area, and staff offices. Two other buildings provide smaller meeting spaces, outdoor patio areas, a classroom, and a conference room. The diversity of the facilities provides accommodations for a variety of functions and allows Reiman Gardens to remain open year-round.

Throughout its 18 year history, Reiman Gardens has been deeply committed to building a Garden that meets the founding member's vision of an institution of "intense pride...where hundreds and even thousands will walk through our blooming gardens...."

Although Reiman Gardens has experienced amazing growth and transformation over the past 18 years, much of this has occurred without a clearly defined path or a long-range plan in place. Despite the successful expansion of facilities and services, a comprehensive planning process for Reiman Gardens has not been conducted since the original Master Plan was completed in 1995.

In June 2012, Reiman Gardens' management felt confident with the decision to take a first step toward moving forward with long-range planning for the Gardens, contracting with an outside consultant to complete an assessment of the Gardens. Following a thorough review of the physical conditions, numerous participatory work sessions with staff; volunteers; University officials, faculty and students; and many other key stakeholders, the Report Card Assessment and Visioning Report were completed in February 2013. The report identified key physical and operational needs and concerns at the Gardens and outlined the next steps for planning for the future of Reiman Gardens. Reiman Gardens has since contracted with a consultant to complete a Strategic Plan, Phase II of our overall Master Plan. The strategic planning process began in September of 2013 and is currently underway with an anticipated completion date in the spring, 2014.

5. Project Description The Site Plan should concentrate on addressing the physical concerns identified in the Assessment and accommodating the needs outlined in the goals and objectives of the Strategic Plan. The plan should enable the gardens to move forward with desired programming, staffing and landscape objectives. The plan should also support opportunities to partner with Iowa State University, the City of Ames, local schools, and conservation, tourism and beautification organizations throughout Iowa.

The focus of this project is to develop a long-range plan that addresses deficiencies/needs that includes (but is not limited to) the following:

- Entry and arrival sequence from University Boulevard
- Building Entrance
- Interior spaces (office, storage, production greenhouses, gift shop, Butterfly Wing)
- Front stream corridor
- Programming and rental space
- Individual garden design
- Pathways
- Drainage
- Building maintenance and efficiency
- Parking
- Signage

6. Consultant Requirements ISU requires that the chosen consultant is able to meet the timeline listed below. The following is an estimated schedule of tasks to be completed:

TASK	Description
Initial Site Visits	January - February: Site visit; meet with Steering Committee, strategic planning consultant, staff and university officials; review of planning documents and current status of strategic planning and physical campus planning.
Planning/Design work begins	February/March: Begin work on preliminary designs; meetings with staff and steering committee. Review of Strategic Plan. Introduction of architectural and engineering investigation
Preliminary Designs presented	April/May: Presentation of design concepts to Steering Committee, staff and university officials.
Revisions/Completion of design plans	May – September: Continued site visits, meetings with Steering Committee
Presentation of draft plan	September/October: Presentation of draft plan to Steering Committee, staff and university officials.
Finalize design plans	October/November: finalize design plans, incorporate changes/revisions
Site Plan complete	November/December: Presentation of Site Plan - complete with renderings, timeline (including phased development) and cost estimates.

7. Enclosed Reference Materials:

- A. Oasis Design Group Assessment and Visioning report - This includes all other relevant reports created in the past several years:
- 2007 review and commentary by Dr. Peter Olin, Minnesota Landscape Arboretum at the request of the College of Agriculture and Life Sciences
 - 2006 Reiman Gardens Historical and Current Overview written by Teresa McLaughlin, Director
 - 2012 Preliminary study by Dr. Kim Alan Chapman, Applied Ecological Services, addressing storm water management issues and watershed restoration along the north border of Reiman Gardens.
- B. Snyder and Associates 2012 Site Survey and North Creek Study

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SECTION III

PROPOSAL CONTENT

Questions should be answered in the **Form of Proposal** or included as **Supplements** when indicated. All proposals must include the following:

1. Completed Form of Proposal (**Attachment A**)
2. Company Profile Provide a brief company profile (1-2 pages) that includes a general statement of interest and qualifications and any other information that may help us to evaluate your expertise and fit with our needs.
Include as Supplement 1 to your RFP response.
3. Past Experience Describe any past experience or expertise you or your organization has in the following areas:
 - Examples of similar engagements, particularly with public gardens and botanical centers
 - Developing landscape designs within a university setting and for public gardens
 - Working with cultural attractions
 - Developing design solutions for storm water retention and drainage.**Include as Supplement 2 to your RFP response.**
4. Staff Profiles Identify each of the individuals who would be directly involved in handling ISU's account and include information that will indicate their expertise in the work requested. **Include as Supplement 3 to your RFP response.**
5. Services Provide a summary of the services available to ISU. **Include as Supplement 4 to your RFP response.**
6. Process and Timeline Company should describe the process to be utilized in fulfilling the requirements of this RFP and an explanation of how the Company would anticipate working with ISU. Include a timeline of your proposed process. **Include as Supplement 5 to your RFP response.**
7. Pricing Company should detail the proposed compensation/fees for the work to be performed for ISU. **Include as Supplement 6 to your RFP response.**
8. References Company is to submit a list of three references for which they have performed similar work. References should include client name, address, phone number, work performed for client, date of work, and client contact. **Include as Supplement 7 to your RFP response.**

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SECTION IV

TERMS AND CONDITIONS OF THE CONTRACT

The following conditions will apply to any contract awarded as a result of this RFP:

1. Assignment Contract may not be assigned or transferred by either party without the prior written consent of the other party.
2. Termination of the Contract
 - A. ISU may terminate the contract at any time that the Company fails to carry out its provisions or to make substantial progress under the terms specified in this proposal solicitation and the resulting contract.
 - B. This contract may be terminated for convenience by ISU upon written notice to Company. Upon termination ISU shall pay Company amounts due for goods or services provided in compliance with the agreement, unless such goods or services are in dispute by either party. ISU shall have the right to stop work at any point and will not pay Company for any work completed or commitments made by Company without ISU's approval, after receiving notice of work stoppage.
 - C. Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the Iowa Legislature or the Federal government to provide funds or the program under which funds were provided is altered, then ISU shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding or program change.
 - D. All goods or services which are rejected for nonconformity with the terms and conditions of this agreement are rejected at Company's risk of loss and expense. Buyer reserves the right to terminate for non-conformity by giving oral or written notice to the Company. Such notice shall be effective upon actual receipt.
3. Remedies Upon Default In any case where the Company has failed to deliver services or has delivered nonconforming services, ISU shall provide a Cure notice. If after notice the Company continues to be in default, ISU may procure substitute services from another source and charge the difference between the contracted price and the market price to the defaulting Company.
4. Indemnification
 - A. To the fullest extent permitted by law, the Company shall defend, indemnify and hold harmless the "State of Iowa", the "Board of Regents, State of Iowa", and the "University", its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from (A) the material non-performance, non-compliance or breach with the terms and obligations of this Agreement or (B) bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from caused in whole or in part by any negligent act or omission of the Company or Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or

otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person.

B. In any and all claims against the University, its agents, successors, and assigns, and the Board of Regents, State of Iowa, by any employee of the Company or its Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Company's indemnification obligation shall not be limited in any way by any definition or boundary on the amount or type of damages, compensation or benefits payable by or for the Company or any Subcontractor under worker's compensation, disability benefits or other employee benefit acts.

C. The Company agrees to jointly and severally indemnify and hold the State of Iowa, the "Board of Regents, State of Iowa" (Regents), and the University, its agents, successors and assigns, harmless from and against all liability, loss, damage or expense, including reasonable attorney's fees which the State may incur or sustain by reason of the failure of the selected Company to fully perform and comply with the terms and obligations of the Agreement.

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

Minimum insurance coverage and requirements are as follows:

Commercial General Liability

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

Automobile

\$1,000,000 combined single limit each accident to include owned, non-owned, hired, or rented vehicles.

Umbrella Liability

\$1,000,000 each occurrence/\$1,000,000 aggregate providing excess liability over the General Liability, Auto Liability and Employers Liability.

Worker's Compensation and Employer's Liability

Statutory Limits of \$100,000/\$500,000/\$100,000

Worker's Compensation Policy shall include a Waiver of Subrogation in favor of Iowa State University; Board of Regents, State of Iowa; and the State of Iowa. Endorsement form WC 00 03 13 shall be attached to the Certification of Insurance if waiver language is not stated on the actual certificate.

Workers Compensation coverage is required for all personnel working under this agreement for Iowa State University. All of the contractor's employees, partners, members, officers and sole proprietors must be included.

Professional Liability (Errors and Omissions)

\$1,000,000 per occurrence

Additional Requirements:

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

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

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

The certificate must be mailed or faxed to:

Iowa State University
Purchasing Department
3616 Administrative Services Bldg., Ames, IA 50011-3616
Phone: 515-294-4860 Fax: 515-294-9606

6. Laws Terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa, and any and all litigation or actions commenced in connection with this contract shall be instituted in the appropriate courts in the State of Iowa.
7. Code of Fair Practice Company shall not discriminate against any employee or applicant for employment because of race, color, religion, sexual orientation, gender identification, marital status, national origin, sex, age, or physical or mental disability, or status as a US veteran. Company shall take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age, or physical or mental disability or status as a Vietnam-era/disabled veteran, except where it relates to a bona fide occupational qualification. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or terminations; rates of pay

or other forms of compensation; and selection for training, including apprenticeship. If applicable to this agreement, Company shall comply with the provisions of Federal Executive Order 11246 as amended by Executive Order 11375. In the event of Company's non-compliance with this section 2.7 or with any of the aforesaid regulations, this contract may be canceled, terminated or suspended in whole or in part, without penalty to the Board of Regents, State of Iowa, the University, or the State of Iowa, and Company may be declared ineligible for further contracts with Board of Regents, State of Iowa, institutions.

8. Contract Changes None of the covenants, provisions, terms or conditions of this contract to be kept or performed by ISU or Company shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by the parties and delivered to the ISU and Company.
9. Severability of the Contract In the event any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this contract, but this contract shall be construed as if such invalid or unenforceable provision had never been contained. Further, in the event that any provision of this contract shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.
10. Commercial Advertising The Company agrees not to use the results of the RFP, the RFP process or this contract as a part of any commercial advertising without prior written approval of ISU.
11. Subcontractors
 - A. The Company is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this proposal must be acceptable to the University.
 - B. The Company shall list all firms, persons or other parties, on the Form of Proposal, which will be awarded a subcontract or will perform any part of the contract, should the Company be selected to perform the contract.
 - C. All contracts performed for the Company by a subcontractor shall be pursuant to an appropriate contract between the Company and the subcontractor (and where appropriate between subcontractors and sub-subcontractors).
12. Force Majeure Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provision of this contract are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.
13. Debarment and Suspension (E.O.s 12549 and 12689) Parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension" are not eligible to work under this agreement or contract with ISU for any federally funded acquisition. Company shall immediately notify ISU if it is placed on this list. Company shall not use a subcontractor that appears on this list. For any contract in excess of \$100,000 Vendor shall provide the required certification regarding its exclusion status and that of its principal employees and any subcontractors used to fulfill this contract.
14. Records for Audit Company shall maintain records and documents, which sufficiently and properly document all sales to ISU and associated business activities with ISU throughout the term of this agreement and for a period of at least three (3) years following the termination of the agreement or completion of any required audit, whichever is later. Records to be maintained include both financial records, service records

and any associated labor records. The Company shall permit the Auditor of the State of Iowa, Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, or any authorized auditor or representative of the ISU, to access and examine, audit, excerpt and transcribe any directly pertinent documents, papers, electronic or optically stored and created records or other records relating to the services provided or payments made under the terms of this agreement, wherever such records may be located. Company shall not impose a charge for audit or examination of such records. If an audit discloses incorrect billings or improprieties, ISU reserves the right to charge the Vendor for the cost of the audit and appropriate reimbursement.

15. Taxes--Federal, State, and Local ISU is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Bidder's employee's wages. ISU is exempt from State and Local Sales and Use Taxes. A Tax Exemption Certificate will be furnished upon request.

16. Proprietary Rights and Confidential Information

- A. Company agrees to hold in trust and confidence any confidential and proprietary information or data relating to University business and shall not disseminate or disclose such confidential information to any individual or entity, except Company's employees or subcontractors performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the University.
- B. With respect to any confidential information, the Company's obligations of nondisclosure set forth above shall continue to apply to such information for as long after this Agreement expires or terminates, as such information remains confidential.
- C. An item will not be considered confidential information or a trade secret of the University if it is:
 - 1. In the public domain prior to disclosure to Company or subsequent to such disclosure but through no fault of Company; or
 - 2. Obtained from a third party not subject to a duty of confidentiality.
- D. Company agrees that any computer programs, software, documentation, copyrightable work, discoveries, inventions, improvements, or other deliverables (hereinafter "Work") developed by Company solely, or with others, resulting from the performance of Contractor's responsibilities and obligations pursuant to this Agreement are the property of the University. If for any reason the Work would not be considered a work made for hire under applicable law, for the consideration included herein, Company does hereby sell, assign, and transfer to the University, its successors and assigns, the entire right, title and interest in and to the Work, including but not limited to exclusive rights to reproduce, distribute, prepare derivative works, display and perform the Work. Company agrees to provide whatever assistance is necessary for the University to preserve its commercial interest including, but not limited to, the filing of patent and copyright protection. This provision shall survive expiration and termination of this Agreement.

17. Patent and Copyright Protection

- A. Company, at its own expense, will defend any suit which may be brought against ISU to the extent that it is based on a claim that the completed Work furnished hereunder infringes a United States patent or copyright, and in any such suit which is attributable to such claim. This is upon the condition that ISU shall give Company prompt written notice of such claim and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation, and upon further condition that the claimed infringement does not result from the combinations of the Work furnished hereunder with other systems, apparatus, or devices not

furnished hereunder. No cost or expenses shall be incurred for the account of Company without its written consent. If principles of governmental or public law are involved, ISU may participate in the defense of any such action.

B. If, in Company's opinion, the completed documents furnished hereunder is likely to or does become the subject of a claim of infringement of a United States patent or copyright, then without diminishing Company's obligation to satisfy final work, Company may, at its option and expense (1) obtain the right for ISU to continue the use of such item, (2) substitute for the alleged infringing Work other equally suitable Work satisfactory to ISU. The foregoing states the entire liability of Company with respect to the infringement of patents by the Work furnished hereunder or any party thereof.

18. Independent Contractor Status Company agrees that the relationship between Company and University is that of an independent contractor for employment tax purposes. Company shall be solely responsible for self-employment, income or any other taxes relating to payments under this agreement including those of any employees. Company shall be solely responsible for liability, disability and health insurance coverage.

PROPOSAL COMPLIANCE FORM

Please note: Your proposal will be considered incomplete unless the following are included with your offer. Indicate compliance by placing a check mark in the space provided: All Documents should be included IN THE ORDER PROVIDED BELOW.

Compliance

- Proposal Compliance Form** (this page)
- Attachment A** (Form of Proposal) completed and signed by your company's authorized official.
- Attachment B** (Exceptions)
- Supplement 1** (Company Profile)
- Supplement 2** (Past Experience)
- Supplement 3** (Staff Profiles)
- Supplement 4** (Services)
- Supplement 5** (Process and Timeline)
- Supplement 6** (Pricing)
- Supplement 7** (References)

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ATTACHMENT A

FORM OF PROPOSAL

COMPANIES MUST COMPLETE ALL PARTS OF THIS SECTION FOR THEIR PROPOSAL TO BE CONSIDERED.

1. Company has provided all parties involved with a copy of the RFP?

Yes _____ No _____

2. Company agrees to all Proposal Conditions contained in Section I of this RFP?

Yes _____ No _____ **Note:** If No, please list exceptions on Attachment B

3. Company can provide the services and can perform as to the expectations and responsibilities outlined in the Specifications/Scope of Work, Section II?

Yes _____ No _____ **Note:** If No please list exceptions on Attachment B

4. Company agrees to all Terms and Conditions of the Contract contained in Section IV?

Yes _____ No _____ **Note:** If No please list exceptions on Attachment B

5. Payment Terms _____

Be certain to state your terms of payment. Failure to indicate your terms will mean that if your bid is accepted, Iowa State University will apply a five percent (5%) discount for payments made within 15 days of receipt of your invoice in the Purchasing Department.

6. All Parties to the contract, including subcontractors, should be listed below including address along with name and phone number of contract person for each party. Please describe the work that these other parties would do in regard to a contract with ISU.

1. _____	2. _____
_____	_____
_____	_____
_____	_____

Work _____

Work _____

7. Proprietary Information Please list all information or sections that you consider proprietary. Note that pricing and financial arrangements cannot be considered as proprietary information. The sections of this proposal listed below represent trade secrets or proprietary information.

Section	Page No.	Section	Page No.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

8. Company Information

Business Name: _____

Federal I.D. Number/SSN: _____

Official Address _____

Firm's State or Foreign Country of Residence _____

Telephone Number _____

Fax Number _____

Authorized Signature _____

Typewritten or Printed Signature _____ Date _____

Email Address _____

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ATTACHMENT B

EXCEPTIONS

Please list any and all exceptions to this RFP in this section. Include page number, section and reason for exception: (Make additional pages if necessary)

Please check one of the following:

- We have no exceptions to this RFP**
- We have the following exceptions to this RFP**

	<u>Page Number</u>	<u>Section</u>	<u>Exception</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____
11.	_____	_____	_____
12.	_____	_____	_____
13.	_____	_____	_____
14.	_____	_____	_____