

UNIVERSITY OF IOWA

STANDARD TERMS AND CONDITIONS

These terms and conditions cannot be changed without prior written consent of both parties. The laws of the State of Iowa shall apply in all disputes.

- 1. Assignment.** All obligations hereunder, including monies due and owing, shall not be assigned to a third party without the prior written consent of both parties hereto.
- 2. Warranties.** Supplier expressly warrants that all goods supplied hereunder shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.
- 3. Taxes.** The University of Iowa is exempt from payment of all Federal or State taxes. Exemption Certificates will be furnished upon request.
- 4. Certification Regarding Sales and Use Tax.** By executing this Contract the Supplier certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432; or (b) not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Supplier also acknowledges that the University of Iowa may declare the Contract void if the above certification is false. The Supplier also understands that fraudulent certification may result in the University of Iowa or its representative filing for damages for breach of contract.
- 5. Laws.** Terms and provisions of this agreement 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 proposal or agreement resulting from this proposal shall be instituted in the appropriate courts of the State of Iowa.
- 6. 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. Evidence of violation of this statute will be turned over to the proper prosecuting attorney.
- 7. Targeted Small Business.** The University is committed to the development of Targeted Small Businesses, a State of Iowa program. If subcontracting is necessary, the contractor will make every effort to use Targeted Small Businesses in the performance of this contract. A report will be required at the completion of the contract indicating the extent of Targeted Small Businesses participation.
- 8. Remedies upon Default.** In any case where the Supplier has failed to deliver products or services or has delivered non-conforming products or services, the University shall provide a 10 day right to cure notice. The University may, within its sole discretion, accept or reject any or all proposed cure actions. If after reasonable notice the Supplier continues to be in default, the University may, within its sole discretion, terminate the Agreement without any further obligation and procure substitute services from another source and charge the difference between the contracted price and the market price to the defaulting Supplier.
- 9. Supplier Rights Assignments-Antitrust Claims.** For good cause and as consideration for executing this agreement, Supplier, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa relating to the subject of this agreement.

- 10. Insurance.** Supplier shall purchase and maintain such insurance at Supplier's sole cost, which will protect Supplier from claims set forth below which may arise out of Supplier's activities (operations or completed operations, products or services) whether such activities are by the Supplier or Supplier's employees, or agents or subcontractors.
- i. Applicable Workers Compensation insurance to cover liability imposed by federal and state statutes having jurisdiction over Supplier employees engaged in the performance of the Supplier's service. Employer's Liability insurance of no less than \$500,000 each employee and \$500,000 each accident.
 - ii. Commercial General Liability insurance with a minimum limit of ONE MILLION DOLLARS (\$1,000,000) per occurrence. This policy shall include coverage for bodily injury and property damage, including completed operations, personal injury, coverage for contractual employees, blanket contractual and products and completed operations. Policy shall contain a severability of interests provision.
 - iii. Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) with respect to Supplier's owned, non-owned, hired, or borrowed vehicles, assigned to or used in performance of this agreement.
 - iv. Umbrella Liability insurance with a minimum limit of \$1,000,000 per occurrence and shall apply to all underlying and primary liability coverages required above.
 - v. If applicable, Errors and Omissions (Professional Services Liability) insurance with a minimum limit of \$1,000,000 per claim. The policy shall include coverage for contingent bodily injury liability.
 - vi. The Commercial General Liability, Commercial Automobile Liability and Umbrella Liability policies required herein shall be endorsed to include the state of Iowa; University of Iowa; Board of Regents, State of Iowa, their agents, officials, and employees as additional insured.
 - vii. Supplier and its insurers providing the required coverages shall waive all rights of subrogation or recovery against the State of Iowa; University of Iowa; Board of Regents, State of Iowa, their agents, officials and employees.
 - viii. All required insurance policies shall be issued by reputable insurance companies duly authorized to engage in the insurance business in the State of Iowa, with an A.M. Best's rating of A-, VII or better. These policies shall be primary coverage.
 - ix. Supplier shall provide updated documents certifying the insurance coverages detailed herein are in place.
 - x. Failure on the part of the Supplier to procure or maintain required insurance shall constitute a material breach of contract upon which The University may immediately terminate an Agreement, or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all moneys so paid by The University shall be repaid by the Supplier to The University upon demand, or The University may offset the cost of the premiums against any moneys due to Supplier.
 - xi. The University reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements.
 - xii. The University reserves the right to waive or reduce the insurance requirements at the University's sole discretion.
- 11. University Records.** The Supplier shall not remove any records from the University. This includes but is not limited to electronic media, paper documents, microfiche and microfilm.
- 12. Indemnification.** Supplier agrees to indemnify and hold harmless the University, the State of Iowa, and the Board of Regents, State of Iowa and their agents and employees from and against all claims or losses including reasonable attorneys' fees, arising out of or resulting from the negligence or omissions of the Supplier, its partners, directors, officers, employees, licensees, subcontractors or agents, in the provision of products and services under this contract.

- 13. Guarantee.** In filling this order, Supplier warrants and guarantees to University that the articles are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; and the Anti-Kickback Act of 1986.
- 14. Hazardous Material.** All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable Federal and State regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29 CFR 1910.1200, and Iowa Administrative Code, Chapter 530.
- 15. Nondiscrimination.** Supplier is subject to and must comply with provisions of the Iowa Board of Regents Equal Opportunity Policy and applicable state and federal antidiscrimination laws, including the requirements set forth in 41 C.F.R. Section 60-1.4(b), which is incorporated herein by reference.
- 16. Public Records.** The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.
- 17. Clean Air and Water Certification.** Supplier certifies that its facility(s) is not on the Environmental Protection Agency (EPA) List of violating Facilities. Supplier will immediately notify University's Purchasing Department of the receipt of any communication indicating that any Supplier's facilities are under consideration to be listed on the EPA List of Violating Facilities.
- 18. Debarred, Suspended, and Ineligible Status.** Supplier certifies that it has not been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4. Supplier will immediately notify University's Purchasing Department if Supplier is placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors.
- 19. Use of Name or Intellectual Property.** Supplier agrees it will not use the name or intellectual property, including but not limited to, University trademarks in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the University.
- 20. University of Iowa Supplier Statement of Aspiration -** The University of Iowa has a deep respect for the intrinsic value of each human being, and a steadfast commitment to promoting and protecting human rights on its Iowa City campus, in its surrounding community, and beyond. For this reason, the University shall **aspire to** engage in business practices that effect positive change in human working conditions domestically and abroad.
- 21. Code of Fair Practice**
The Supplier shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, physical or mental disability. The Supplier 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, physical or mental disability except where it relates to a bona fide occupational qualification.
- 22. Conflict of Interest.** Should Contractor be a paid employee of the University or any other Iowa Regent Institution or State of Iowa Agency, Contractor will be considered a "conflict of interest vendor." In addition, should any individual who is a paid employee of the University or any other Regent institution or State of Iowa Agency, also be a partner in Contractor's firm or own five percent (5%) or more of Contractor's corporate stock or receive consulting payments, a conflict of interest exists. Whenever Contractor represents a conflict of interest or whenever there is a disclosure or indication of a conflict of interest,

Contractor must have approval by the Director of Purchasing prior to transacting business with the University. Contact the Purchasing Department at (319) 335-0115 for further information and do not sign this Agreement, until express approval has been given by the Purchasing Department. In addition, the Office of Management and Budget (OMB) Circular A-110 imposes additional requirements on federally funded projects. See Procurement Standards #42 Codes of Conduct:

<https://www.whitehouse.gov/omb/information-for-agencies/circulars/#educational>

- 23. Export Control.** Supplier acknowledges that a foreign national(s) may use the device/technology/and or data you propose, at the University. Supplier shall comply with all U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this Agreement. In the absence of available license exemptions/exceptions, Supplier shall be responsible for obtaining the appropriate licenses or other authorizations, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. Supplier shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

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

- 24. Compliance with the Law.** The Supplier, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The Supplier, its employees, agents, and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Contract. The Supplier may be required to submit its affirmative action plan to the Department of Management to comply with the requirements of 541 IAC chapter 4.
- 25. Most Favored Nation.** The Supplier represents that the terms, conditions and prices established under the the Agreement are equal to or better than those offered to other institutions, comparable universities, teaching hospitals, colleges, and/or community colleges. If during the term of the contract, the selected Supplier offers more favorable terms, conditions or prices to another institution, comparable universities, teaching hospitals, colleges, and/or community colleges, the selected Supplier agrees to notify the University of Iowa. The contract resulting from this Request for Proposal shall be amended to reflect the more favorable terms, conditions, or prices.
- 26. Discounts and/or Free Products.** To the extent necessary, Supplier shall assist University in complying with any reporting requirements of 42 C.F.R. §1001.952(h), regarding “safe harbor” protection for discounts under the Anti-Kickback Statute. Supplier shall disclose to University on each invoice, or as otherwise agreed in writing, the amount of any discount or rebate. The statement shall inform University, as appropriate of the amount of any discount or rebate. Supplier and University acknowledge that this Agreement is intended to comply with all relevant federal, state and local statutes, regulations, and rules applicable to the subject matter of this Agreement, including, but not limited to the Anti-Kickback Statute (42 U.S.C. § 1320a-7b, as amended) and the Discount Safe-Harbor (42 C.F.R. § 1001.952(h), as amended).

27. Federal Compliance. All contracts, including small purchases, awarded by recipients and their contractors shall contain the procurement provisions as outlined below: These provisions are available on the following website. OMB: <https://www.whitehouse.gov/omb/information-for-agencies/circulars/#educational>

- i. **Equal Employment Opportunity (2 CFR 215.48)** - All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- ii. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
- iii. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency. **This does not apply to Federal disaster funding unless otherwise specified by local regulations.**
- iv. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- v. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations

- issued by the awarding agency.
- vi. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - vii. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
 - viii. **Debarment and Suspension (E.O.s 12549 and 12689)** - A contract award with an amount expected to equal or exceed \$25,000 and certain other contract awards (see 2 CFR 180.220) shall not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that Implement E.O.s 12549 (3 CFR, 1986 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549. [69 FR 26281, May 11, 2004, as amended at 70 FR 51879, Aug. 31, 2005]
 - ix. **Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793)** - This Contractor and Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
 - x. **Vietnam-era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA), (38 U.S.C. 4212)** - This Contractor and Subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
 - xi. **FAR Employment Eligibility Verification (48 CFR 52.222-54)** - This contract may involve funding subject to applicable Federal Acquisitions Regulations (FAR) Employment Eligibility Verification clauses of the prime contract. Vendor agrees to comply with all terms and conditions of the FAR Employment Eligibility Verification clause #52.222-54.
For details of FAR Employment Eligibility Verification see <https://www.gpo.gov/fdsys/granule/CFR-2016-title48-vol2/CFR-2016-title48-vol2-sec52-222-54/content-detail.html>
 - xii. If an order is placed under federal contract funding, it is subject to applicable Federal Acquisitions Regulation (FAR) clauses of the prime contract. In addition, if federal funds through a contract from the Department of Defense (DFAR) or National Aeronautic and Space Administration (NASA) are involved, the supplemental clauses of these agencies will apply. These provisions are available on the following websites. These clauses may have applicability only when a Purchase Order is at, or in excess of, a certain dollar threshold.
 - FAR: <https://acquisition.gov/browsefar>
 - DFAR: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/>
 - NASA: <https://www.nasa.gov/office/procurement/doingbusiness>

28. Software Accessibility.

- i. Software solutions provided to the University of Iowa shall be compliant with Federal statute Section 508 standards and W3C.org Web Content Accessibility Guidelines (WCAG 2.0 Level AA) for accessibility for persons with disabilities for the minimum level of accessibility. Please review the

links provided for specifics related to these referred to standards and guidelines. WCAG guidelines www.w3.org/TR/WCAG20/ and Section 508 www.section508.gov/ The University reserves the right to request that the Supplier provide audit and/or test results that document the software's compliance and the testing methodology utilized.

- ii. The University expects Suppliers to ensure the security, availability, processing integrity, confidentiality or privacy of all remote-hosted (cloud computing) solutions. The Supplier represents and warrants that Supplier at a minimum, meets the SSAE 16 SOC 2 Type II auditing standards, and or shall undertake any additional audits and risk assessments Supplier deems necessary to maintain the same. Upon request, Supplier shall provide a final audit report from an independent auditor on controls placed in operation for the implemented solution including a detailed description of the audit firm's tests of the operating effectiveness of controls. Supplier agrees to indemnify and hold harmless University from any claims arising out of its failure to comply with the foregoing requirements.

29. Data Privacy Laws. Supplier shall comply with all international, federal, state, and/or local data privacy laws, including, but not limited to, the European Union General Data Protection Regulation.

30. Purchase Order Terms.

- i. Invoices and credit memos must reference the appropriate purchase order and/or check number. Credit memos must reference the invoice number.
- ii. Invoices must be itemized. Invoices may be submitted electronically via email acntpay@uiowa.edu.
- iii. Payment terms must be stated on the invoice. Discount period will begin with receipt of invoice or material, whichever is later.
- iv. All shipments are to be made F.O.B. Destination unless otherwise indicated or agreed to by the University Of Iowa.
- v. Shipping/Billing instructions must be followed. Supplier will be liable for all expenses resulting from material being shipped to an incorrect address.
- vi. C.O.D. shipments will not be accepted
- vii. All deliveries shall include a packing list indicating the contents of each package.
- viii. **Delivery Schedule** - Failure to deliver goods on time may result in termination of a Purchase Order at the University's option.
- ix. **Receipt** - University shall be deemed to have received and goods procured hereunder when such goods have been deposited at the University's dock and all bills of lading or other shipping papers which require signature have been signed.
- x. **Acceptance** - University shall be deemed to have accepted goods procured hereunder only after actual inspection for conformity or the passage of ten (10) days from receipt, whichever occurs first.
- xi. **Rejection/Termination** - All goods which are rejected for nonconformity with the terms and conditions of this agreement are rejected at Supplier's expense and shall be returned at Supplier's risk of loss and expense. The University reserves the right to terminate for nonconformity.

31. Fetal Body Parts Prohibited. Iowa Code Chapter 146D.1 provides that it is a criminal offense to knowingly acquire, provide, receive, transfer, or use fetal body parts in this state, regardless of whether the acquisition, provision, receipt, transfer, or use is for valuable consideration. The prohibition pertains to cells, tissue, organs or other parts of a fetus that are from a non-spontaneous/non-stillbirth termination after July 1, 2018. The prohibition does not pertain to: (1) cultured cells or cell lines derived from a spontaneous termination of pregnancy or stillbirth and willingly donated for the purposes of medical research; (2) a cell, tissue, organ, or other part of a fetus that is terminated by an abortion that occurred prior to July 1, 2018; or (3) cells and tissues external to the fetal body proper. Supplier warrants that all goods and/or services provided under this Contract are in compliance with this Iowa law.