

# University of Iowa Purchasing

## Bid Information

Bid Owner Rodney Anderson Purchasing Agent  
Email rodney-anderson@uiowa.edu  
Phone 319 (335) 1719  
Fax 319 (335) 2443  
  
Bid Number 15737 Addendum 1  
Title Email Marketing Services  
Bid Type RFP - Sealed  
Issue Date 03/30/2016  
Close Date 5/13/2016 03:00:00 PM (CT)

## Contact Information

Address 202 PCO  
  
Contact Iowa City, IA 52242  
Rodney Anderson  
Department Purchasing  
Building PCO  
Floor/Room 202  
Telephone 319 (335) 1719  
Fax  
Email rodney-anderson@uiowa.edu

## Ship to Information

Address  
  
Contact  
Department  
Building  
Floor/Room  
Telephone  
Fax  
Email

## Supplier Information

Company Name \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
Telephone \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

## Supplier Notes

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By submitting your response, you certify that you are authorized to represent and bind your company.

Signature \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## Bid Notes

The University of Iowa (hereafter, The University / University) located in Iowa City, Iowa, desires to obtain written proposals from qualified Vendors for Email Marketing Services.

Please be aware that this is an extensive bid. All Suppliers are cautioned to allow ample time for the submittal of RFP responses well before the due date time requirement. Bids must be submitted via the eBid system.

## Bid Activities

Date	Name	Description
4/6/2016 03:00:00 PM (CT)	Supplier Question Answer Activity	All questions regarding this RFP must be submitted via email to rodney-anderson@uiowa.edu no later than 3:00 PM CST on the activity due date. The University will post an answer to firm questions as an addendum in the eBid site.

## Bid Messages

## Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

Line	Filename	Description
Header	RFP15737 Addendum 1 - Scope.pdf	Additional Scope

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## Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	SUPPLIER INSTRUCTIONS	Prior to entering line item prices, please review and respond, as required, to the Attributes listed below. Attributes 2 through 98 refer to General Terms and Conditions. The remaining Attributes are specific to this Request for Proposal. This RFP contains multiple pages. You can move from page to page by clicking on the right side of the gray bars that appear at the bottom of the Attributes and Line Item sections. Bids MUST be submitted electronically through the eBid system. Bids submitted by any other means will not be accepted.	_____ (Optional)
2	Introduction	The University of Iowa (hereafter, The University/University) located in Iowa City, Iowa, desires to obtain written proposals from qualified Suppliers to provide (insert product here, and any relevant information about the proposal). The data, specifications and administrative requirements outlined herein are intended to serve only as a general guideline for each proposal. Each Supplier is expected to submit a fully detailed proposal that adequately describes the advantages and benefits which The University of Iowa would realize by acceptance of its proposal.	(No Response Required)
3	Bid Scope	The University of Iowa (hereafter, The University / University) located in Iowa City, Iowa, desires to obtain written proposals from qualified Vendors for an Email Marketing Service.	(No Response Required)
4	Background Information	The University of Iowa is a broad-based public university of international stature. The University has 30,000 students and is recognized for its academic achievement; leadership in research; and its teaching hospital, The University of Iowa Hospitals and Clinics. The University has an overall budget of \$2.2 billion and employs approximately 14,000 full-time faculty and staff. The University of Iowa Hospitals and Clinics serves as the teaching hospital and comprehensive medical center for the State of Iowa. As part of its mission, UI Hospitals and Clinics, in conjunction with UI Carver College of Medicine and other health science colleges at The University of Iowa, provides world-class family-centered health care, extensive medical research, and comprehensive teaching programs for many health care professions. The hospital employs more than 1,400 physicians and dentists, and more than 1,500 professional nurses. More than 4,500 additional staff members support all aspects of patient care services. The hospital provides 680 inpatient beds and more than 850,000 patient visits take place in the clinics every year. UI Hospitals and Clinics is consistently ranked by U.S. News & World Report magazine as one of the nation's best hospitals, with many of its clinical specialties ranked among the top twenty-five in the country.	(No Response Required)

5	Definitions	<p>THE UNIVERSITY/UNIVERSITY: Indicates The University of Iowa, Iowa City, Iowa (all terms Synonymous. MAY: Indicates something that is not mandatory but permissible/desirable. POINT OF CONTACT: The Supplier's representative available for all questions pertaining to the response for this Request for Proposal. RFP: Request for Proposal. SHALL/MUST: Indicates mandatory requirement. Failure to meet these mandatory requirements may result in rejection of your proposal as non-responsive. SHOULD: Indicates something that is recommended but not mandatory. If the Supplier fails to provide recommended information, The University may, at its sole option, ask the Supplier to provide the information or evaluate the proposal without the information. SUPPLIER/SUCCESSFUL RESPONDENT: Proposer submitting a response to the Request for Proposal. INDEPENDENT PURCHASING AUTHORITY (IPA): means the State of Iowa entities or agencies, such as the Board of Regents, Regent institutions, Department of Administrative Services, the Department of the Blind, the Iowa Lottery Authority, the Iowa Telecommunications and Technology Commission, and the Department of Transportation, that have separate and distinct purchasing authority, including the authority to contract autonomously under the Iowa Code or another provision of law. POLITICAL SUBDIVISION: is any county, city, school district, or any combination thereof.</p>	(No Response Required)
6	University Rights/Obligations	The University of Iowa reserves the right to accept or reject any or all proposals, waive irregularities, to accept any part of a proposal, to withhold the award, and to make no award as is deemed to be in the best interests of the University.	_____ (Required)
7	University Rights/Obligations	The University will not pay for any information requested herein, nor is it liable for any costs incurred by the Supplier in responding to this request. All proposals submitted become the property of The University and will not be returned to the Supplier.	_____ (Required)
8	ARRA Funds	<p>This contract may involve funding under the American Recovery &amp; Reinvestment Act of 2009 ("Recovery Act"). Vendor agrees to (1) comply with all terms and conditions of the Recovery Act (including but not limited to "Buy American", "Wage Rate Requirements" and "Disclosure of Fraud or Misconduct") and (2) provide promptly upon request to the University, the data elements which are required to be reported under Section 1512 of the Recovery Act and the Federal Funding Accountability and Transparency Act ("FFATA"). Please contact the Purchasing Agent to verify if this purchase involves such funding.</p> <p>For details of Recovery Act and FFATA see <a href="http://www.recovery.gov">www.recovery.gov</a>.</p>	(No Response Required)
9	***General Terms***		(No Response Required)
10	Availability of Contract to Other Entities	All other agencies of the State of Iowa, Independent Purchasing Authorities and all political subdivisions of the State of Iowa may make purchases pursuant to the Base Contract and/or Ancillary Contracts. A Buyer may include additional contractual requirements and the Supplier agrees to be bound by the additional requirements if it accepts the Purchase Instrument.	_____ (Required)

11	Supplier/Proposal Obligations	The successful Supplier must be licensed to do business in the State of Iowa and comply with provisions of Chapter 490 of the Iowa Code.	_____ (Required)
12	Supplier/Proposal Obligations	The proposal constitutes an offer by the Supplier which shall remain open and irrevocable for a period of sixty (60) calendar days from the proposal due date.	_____ (Required)
13	Supplier/Proposal Obligations	The Supplier consents to the University contacting and obtaining any information relevant to this Request for Proposal from the references identified by the Supplier in its proposal or other sources deemed appropriate by the University.	_____ (Required)
14	Supplier/Proposal Obligations	Failure to supply information requested may be cause for rejection of the proposal as non-compliant.	_____ (Required)
15	Supplier/Proposal Obligations	Determination of compliance and responsiveness to the requirements of the RFP will be made after a thorough and careful review of the proposals. Public review of the submitted proposals will not be possible until an award has been made and the University has removed any trade secret, confidential or proprietary information, if any, from the proposals.	_____ (Required)
16	Supplier/Proposal Obligations	The contents of the proposal and any clarification thereto submitted by the successful Supplier shall become a part of the contractual obligation incorporated by reference into the ensuing agreement, unless modified by mutual agreement, in writing.	_____ (Required)
17	Supplier/Proposal Obligations	Any and all interpretations, corrections, revisions and amendments shall be issued by the University's Purchasing Department to all holders of proposal documents in the form of written addenda.	_____ (Required)
18	Supplier/Proposal Obligations	Withdrawn proposals may be re-submitted up to the time and date designated for the receipt of proposals provided that they are fully in conformance with the proposal instructions and conditions.	_____ (Required)
19	Formation of the Agreement	At its option, the University may take either of the following actions to form an agreement between the University and the selected Supplier: Accept a proposal as submitted by issuing a written notice to the selected Supplier which refers to this Request for Proposal and accepts the proposal received in response to it, or, Enter into negotiations with one or more Supplier(s) in an effort to reach a mutually satisfactory written agreement that will be based on this Request for Proposal, the proposal submitted by the Supplier and the associated negotiations.	_____ (Required)
20	Termination – Non-appropriation of Fund	Notwithstanding any other provisions, if funds anticipated for the continued fulfillment of the resulting agreement are at any time not forthcoming or insufficient, either through the failure of the Iowa Legislature or the Federal government to provide funds or alteration of the program under which funds were provided, then the University shall have the right to terminate the agreement without penalty by giving not less than thirty (30) days written notice documenting lack of funding.	_____ (Required)
21	Assignment	Any contractual agreement resulting from this Request for Proposal may not be assigned or transferred by the Supplier without prior written consent of the University and the bonding company if appropriate.	_____ (Required)

22	Indemnification	To the fullest extent allowed by law, 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.	_____ (Required)
23	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, pregnancy, disability, genetic information, status as a U.S. veteran, service in the U.S. military, sexual orientation, gender identity, associational preferences, or any other classification that deprives the person of consideration as an individual. 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, pregnancy, disability, genetic information, status as a U.S. veteran, services in the U.S. military, sexual orientation, gender identity, associational preferences, or any other classification that deprives the person of consideration as an individual except where it relates to a bona fide occupational qualification.	_____ (Required)
24	Qualifications of Bidder	The University of Iowa may make such investigations as deemed necessary to determine the ability of the Supplier to provide and perform the specified service stated herein.	_____ (Required)
25	Qualifications of Bidder	The Supplier shall keep informed of, and shall provide all permits and comply with all applicable laws, ordinances, rules, regulations and orders of the state and federal government, or public bodies having jurisdiction affecting this proposal and the service referenced herein.	_____ (Required)
26	Laws	Terms and provisions of this proposal and any agreement resulting from this proposal 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.	_____ (Required)
27	Iowa Preference Law	Preference shall be given to purchasing products produced within the State of Iowa, when they are of a quality reasonably suited to the purpose intended, and can be secured without additional cost over foreign products or products of other states, according to Iowa Code §§73.1. Preference shall be given to purchasing from Iowa based businesses if the offers submitted are comparable in price to those submitted by other suppliers and meet the required specifications, according to Iowa Code §§73.1.	_____ (Required)
28	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.	_____ (Required)

29	Remedies upon Default	In any case where the Supplier has failed to deliver services or has delivered non-conforming 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.	_____ (Required)
30	***Insurance***		(No Response Required)
31	Exceptions to Contract Documents	The Supplier shall clearly state in the submitted proposal any exceptions to, or deviations from the specific RFP Instructions, Specifications, Form of Proposal, Evaluation Criteria, and/or any exceptions to these Terms and Conditions. Such exceptions or deviations will be considered in evaluating the proposals.	_____ (Required)
32	Insurance Requirements	Without limiting any liabilities or any other obligations of the Supplier, Supplier shall provide certificates of insurance documenting the minimum insurance coverage requirements listed below unless otherwise agreed to in writing. Coverage may be by Supplier's self-insurance plan or with outside insurance providers, all subject to University approval. Such insurance coverage must be maintained until all obligations under the Agreement are satisfied.	_____ (Required)
33	Insurance Requirements	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.	_____ (Required)
34	Insurance Requirements	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.	_____ (Required)
35	Insurance Requirements	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.	_____ (Required)
36	Insurance Requirements	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.	_____ (Required)
37	Insurance Requirements	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.	_____ (Required)

38	Insurance Requirements	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.	_____ (Required)
39	Insurance Requirements	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.	_____ (Required)
40	Insurance Requirements	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. Certificates shall specify name of the project and provide that no less than 30 days notice of non-renewal, cancellation, or material change shall be given to the University of Iowa.	_____ (Required)
41	Insurance Requirements	Two (2) Certificates of Insurance showing Supplier's current coverages and limits must be submitted with the Supplier proposal. Prior to a signed Agreement, Supplier must procure required insurance and provide University with two (2) Certificates of Insurance. Certificates must reference this RFP number. Supplier's proposal must include the cost of the required insurance.	_____ (Required)
42	Insurance Requirements	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.	_____ (Required)
43	Insurance Requirements	The University reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements.	_____ (Required)
44	Insurance Requirements	The University reserves the right to waive or reduce the insurance requirements at the University's sole discretion.	_____ (Required)
45	***Taxes***		(No Response Required)
46	Taxes	The University of Iowa is exempt from all excise, state, local and use taxes for services rendered, equipment or parts supplied for this contract. Exemption certificates will be furnished upon request.	_____ (Required)
47	Taxes	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 423; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(42) & (43). The 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.	_____ (Required)

48	Trade Secret or Proprietary Information Shall Be Handled as Follows:	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 Iowa law may be withheld, if clearly identified as such in the proposal unless disclosure is required by a court order.	_____ (Required)
49	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. A description of the Supplier's expected efforts to solicit Targeted Small Businesses participation should be enclosed with the proposal.	_____ (Required)
50	Miscellaneous Terms and Conditions	No individual, department, school, college or office at the University of Iowa has the authority to solicit or receive official proposals other than the Purchasing Department. All solicitation is performed under the direct supervision of the Director of Business Services and in accordance with University, Regent, State and Federal laws, policies, procedures and guidelines.	_____ (Required)
51	Miscellaneous Terms and Conditions	Most Favored Nation: The selected Supplier represents that the terms, conditions and prices established under the subsequent contract resulting from this Request for Proposal, 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.	_____ (Required)
52	Miscellaneous Terms and Conditions	The University reserves the right to conduct discussions with Suppliers, and to accept revisions of proposals, and to negotiate price changes. Any person, firm, corporation or association submitting a proposal accepts all the terms, conditions and requirements in this Request for Proposal.	_____ (Required)
53	Miscellaneous Terms and Conditions	The successful 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.	_____ (Required)
54	Miscellaneous Terms and Conditions	The successful Supplier shall not remove any records from the University of Iowa. This includes but is not limited to, paper documents, microfiche, microfilm, or any electronic media.	_____ (Required)
55	University of Iowa Vendor 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.	_____ (Required)



56	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) 335-0668 or (319) 335-1726 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, <a href="http://www.whitehouse.gov/omb/circulars/a110/a110.html#42">www.whitehouse.gov/omb/circulars/a110/a110.html#42</a>	_____ (Required)
57	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.	_____ (Required)
58	Proposal compliance	I hereby certify total compliance with all terms, conditions and specifications listed above in this Request for Proposal except as expressly stated here. Please list exceptions by number and provide reason for exception. If no exceptions are listed, Supplier certifies total compliance with all terms, conditions and specifications listed herein.	_____ (Optional)
59	Presentations	Suppliers may be asked to provide a presentation on our campus. If needed, these events will be scheduled on a mutually agreed upon date and time.	_____ (Required)
60	***Supplier Information***		(No Response Required)
61	Supplier Information	Provide a brief description of your firm including the name(s) of its owner(s) and/or principal officer(s), the date of origin and/or incorporation and the length of time your company has been providing similar products/services.	_____ (Required)

62	Key Staff Biographies	Provide resumes or biographical sketches of the principal owners or key staff members of the firm most likely to be assigned to any resultant agreement for The University.	_____ (Required)
63	Financial Statements	Supplier shall have adequate financial resources and be financially sound as demonstrated by the furnished audited balance sheet/financial statements, showing that the Supplier has been in business continually for the last three (3) years. Also to be submitted is a profile of your company's gross revenues over the past three years with attention to market growth and customer satisfaction.	_____ (Required)
64	Supplier Information	If your firm is currently for sale or involved in any transaction to expand or to become acquired by another organization, please explain. If your firm has been involved in any reorganization, acquisition, or merger within the last three (3) years, please explain.	_____ (Optional)
65	Supplier Information	Have any complaints been filed with state or federal agencies or have any law suits been brought in the courts of the State of Iowa in which your firm was alleged to have violated any laws? If so, describe in detail the circumstances and the outcome, including the names and the docket number of the case.	_____ (Required)
66	***References***		(No Response Required)
67	References	The successful Supplier must satisfy The University that it has adequate experience. Please submit three (3) references for which the Supplier has provided these services. Of particular interest to us would be your firm's previous work with comparable institutions using services outlined in this Request for Proposal. Client references should represent major accounts of the Supplier. Include the business or institution's name and address, as well as the contact's name with a telephone number, fax number and e-mail address.	(No Response Required)
68	Reference 1	Include the business or institution's name and address, as well as the contact's name with a telephone number, fax number and e-mail address.	_____ (Required)
69	Reference 2	Include the business or institution's name and address, as well as the contact's name with a telephone number, fax number and e-mail address.	_____ (Required)
70	Reference 3	Include the business or institution's name and address, as well as the contact's name with a telephone number, fax number and e-mail address.	_____ (Required)
71	Additional References	Include the business or institution's name and address, as well as the contact's name with a telephone number, fax number and e-mail address.	_____ (Optional)
72	***Award and Evaluation***		(No Response Required)
73	Responses	Your proposal must contain information relative to each of the items listed below to be considered responsive. Answers should be detailed and complete. It is the responsibility of the Supplier to clearly mark and identify any and all trade secret, proprietary, or confidential information.	(No Response Required)

74	Method of award	Evaluation of proposals will be based on, but not limited to, the following criteria, which are listed in no particular order of importance. The University reserves the right to further subdivide these categories. Response to specifications; Demonstrated expertise and service record; system technical maintainability and usability; financial responsibility/stability of the Supplier; References of the Supplier; New functionalities; Pricing schedule; Supplier experience, commitment and demonstrated understanding.	_____ (Required)
75	Evaluation	A committee designated by The University of Iowa will evaluate proposals to discern and recommend award to Supplier(s) proposal deemed most valuable to The University. Supplier's submission of a proposal constitutes Supplier acceptance of the evaluation technique and Supplier recognition and acceptance that subjective judgments will be used by The University of Iowa during the assignment of points.	(No Response Required)
76	Letter of Acceptance	If and when an award is made, The University will require: A letter of acceptance of our general terms and conditions as listed on the website at <a href="http://www.uiowa.edu/~purchase/purchase/Documents/RFPterms.pdf">http://www.uiowa.edu/~purchase/purchase/Documents/RFPterms.pdf</a> . Documentation of insurance will also be required.	_____ (Required)
77	PSA	Professional Services Agreement: If the successful Supplier has employees or representatives that will visit and work on campus, a Professional Services Agreement (PSA) will need to be completed and signed. This form may be viewed at website <a href="http://www.uiowa.edu/~purchase/purchase/psahome.htm">http://www.uiowa.edu/~purchase/purchase/psahome.htm</a> .	(No Response Required)
78	***Payments***		(No Response Required)
79	Payment Terms	Bid response should be submitted with minimum of 2%10 Net 30 days for payment if cash discount is offered. Discount period will begin upon receipt of material or invoice, whichever is later.	_____ (Optional)
80	Prompt Payment	Suppliers shall list any and all prompt payment discounts.	_____ (Optional)
81	Electronic Payments	The University of Iowa is interested in doing business with Suppliers electronically. We currently have the ability to deposit payments for invoices directly into a Supplier's bank account. Please indicate your ability to accept the following electronically:	(No Response Required)
82	Electronic Payments Discount	Please indicate the percentage discount for The University of Iowa for processing your payments electronically.	_____ % (Optional)
83	Payment Method	Supplier accepts electronic payments. State method: EDI or XML	_____ (Optional)
84	Invoices	Supplier accepts electronic invoices. State method: EDI or XML	_____ (Optional)
85	Purchase Orders	Supplier accepts electronic Purchase Orders. State method: EDI or XML	_____ (Optional)
86	Credit Card Payments	Please check if payments by Visa credit card will be accepted.	_____ (Optional)
87	***Supplier Certification***		(No Response Required)

88	Iowa Code	Pursuant to 2005 Iowa Acts SF 413 – which creates new Iowa Code subsections 423.2(9A) & 423.5(8) – a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under Iowa Code chapter 423 on all sales of tangible personal property and enumerated services. The Act also requires Suppliers to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.	_____ (Optional)
89	Iowa Retailer	Supplier is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432 Valid Responses: [Please Select], Yes, No	_____ (Required)
90	Non-Iowa Retailer	Supplier is 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). Valid Responses: [Please Select], Yes, No	_____ (Required)
91	Certification	By submitting a proposal in response to the aforementioned Request for Proposal Number (RFP), the undersigned certifies the following:	(No Response Required)
92	Certification Acknowledgement	Supplier also acknowledges that The University of Iowa may declare the Supplier's bid or resulting 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.	_____ (Required)
93	Energy Star Purchases	Whenever possible, the UI will purchase equipment that is rated energy efficient by this joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy.	(No Response Required)
94	Compliance with the Law	The Contractor, 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 Contractor, 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 Contractor may be required to submit its affirmative action plan to the University of Iowa to comply with the requirements of 541 IAC chapter 4.	(No Response Required)

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: [http://www.whitehouse.gov/omb/circulars\\_a110#48](http://www.whitehouse.gov/omb/circulars_a110#48)

(Required)

## 2 CFR 215.48

Equal Employment Opportunity -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."

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.

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.

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.

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.

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).

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.

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]

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.

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.

- |     |                         |   |                        |
|-----|-------------------------|---|------------------------|
| 96  | Diversity and Inclusion | The University of Iowa has a broad commitment to inclusion and diversity. The supplier agrees to provide information about diversity spend upon UI request.   | _____ (Required)       |
| 97  | Software Accessibility  | Software solutions provided to the University of Iowa shall be compliant with Federal statute Section 508 standards and WC3.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 <a href="http://www.w3.org/TR/WCAG20/">http://www.w3.org/TR/WCAG20/</a> and Section 508 <a href="http://www.section508.gov/">http://www.section508.gov/</a> . 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. | (No Response Required) |
|     |                         | If software is included in this quotation please describe how the software meets the accessibility requirements included with Section 508 and WCAG 2.0 Level AA.  |                        |
| 98  | Supplier Background     | If applicable, Supplier shall ensure that background checks are obtained and documented with respect to all assigned Supplier and subcontractor personnel with all such background checks being current within the last 12 months as of the time when each individual is first assigned to the performance of the Services and including investigation and identification of all state or federal misdemeanor or felony convictions of such individual. At the request of the University, Supplier shall deliver a written certification to the University that a background check has been performed, and the subject individual has passed such verification procedures as set forth in this Section.   | (No Response Required) |
| 99  | Specification 1         | Please specify the number of email addresses the proposed solution can manage/maintain.   | _____ (Required)       |
| 100 | Specification 2         | Please specify the send limit of emails per month the proposed solution can manage/maintain. If it is tiered structure, please provide the tiers.   | _____ (Required)       |
| 101 | Specification 3         | Please describe any integration issues the proposed solution would encounter with a social media tracking service.  | _____ (Required)       |
| 102 | Specification 4         | Please describe the analytics and tracking capabilities of the proposed solution.   | _____ (Required)       |
| 103 | Specification 5         | Please specify the social media sharing and reporting capabilities of the proposed solution.  | _____ (Required)       |

- 104 Specification 6 The proposed solution must be compatible with all major email providers. Please list and describe any known compatibility issues. \_\_\_\_\_ (Required)
- 105 Specification 7 Please specify the firewall setup and configuration requirements of the proposed solution. \_\_\_\_\_ (Required)
- 106 Specification 8 The proposed solution must have the ability to update the email distribution list every two weeks or sooner. Please describe the ability to update the email distribution list and the maximum frequency, if any. \_\_\_\_\_ (Required)



Line Items

#	Qty	UOM	Description	Response
1	1	EA	Please provide the total monthly cost for the proposed email marketing solution	\$ _____ (Optional) Price

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_