Regents Universities Terms and Conditions

1. **AMENDMENTS TO RFP/RFQ; POSTING TO INTERNET.**
   a. The Universities reserve the right to amend the RFP/RFQ at any time. The Bidder shall acknowledge receipt of an amendment in its proposal. If the amendment occurs after the closing date for receipt of bid proposals, the Universities may, in its sole discretion, allow Bidders to amend their bid proposals in response to the Universities’ amendment, if necessary. The amendment must be in writing, signed by the Bidder and received by the time set for the receipt of amended proposals. Suppliers who submit proposals in advance of the deadline may withdraw, modify, and resubmit proposals at any time prior to the deadline for submitting proposals. Suppliers must notify the Universities’ contact person in writing if they wish to withdraw their proposals.
   b. All amendments will be posted by lead University.

2. **REJECTION OF PROPOSALS.** Proposals shall be rejected and not reviewed by the Universities for any of the following reasons:
   a. The proposal is not received by the bid close date and time.
   b. The Bidder fails to respond to any part of this RFP/RFQ or does not provide information in the format required.
   c. There is evidence that the Bidder is engaged in unfair bidding practices.
   d. The Bidder is financially insolvent.
   e. The Bidder fails to comply with the minimum eligibility requirements and is determined to be ineligible.

3. **LIMITATIONS AND OTHER CONDITIONS.** This RFP/RFQ does not commit Universities to award a contract or to pay costs incurred by bidder in the preparation, submission, presentation or any other action connected with proposing or otherwise responding to this RFP/RFQ. The Universities may accept proposals other than the lowest bid, waive minor irregularities, and award a contract based only on the written proposal without any discussions with Bidder.

   Such exemption from liability applies whether such costs are incurred directly by the supplier or indirectly through the supplier’s agents, employees, assigns or others, whether related or not to the supplier.

   Proposals will be opened and reviewed at the convenience of the Universities; there is no public opening.

   The Universities reserve the right to waive any irregularity in any proposal received.

   The Universities reserves the right to award in part, in whole, or not at all and to multiple vendors.

4. **COPYRIGHTS.** By submitting a bid proposal, the Bidder agrees that the Universities may copy the bid proposal for purposes of facilitating the evaluation of the bid proposal or to respond to requests for public records. The Bidder consents to such copying by submitting a bid proposal and warrants that such copying will not violate the rights of any third party. The Universities shall have the right to use ideas or adaptations of ideas that are presented in the bid proposals.

5. **CONTRACTS.**
   a. The Universities reserve the right to either award a contract without further negotiation or to negotiate contract terms with the selected Supplier if the best interests of the Universities would be served.
   b. The successful Bidder must, in a timely manner, enter into a contract with the Universities to implement the services contemplated by this RFP/RFQ. This contract will include, but not be limited to, terms and conditions that clarify the respective roles and responsibilities of the Bidder and Universities. Representative subjects that will be included in a final contract include, but are not limited to, the following provisions: payment limitations; work authorization procedures; default and termination terms; indemnification requirements; identification of key personnel; intellectual
property rights; non-appropriation or reduction in funding; clarification that Iowa law will govern this contract.

c. It is expected that a contract between the Bidder and Universities will be executed within approximately 20 days or less after the date of the notification of the award. Failure of the successful Bidder to agree to the terms of a contract within this time period may be grounds for the Universities to award the contract to another Bidder.

d. The contract constitutes the entire agreement between the Universities and the Supplier in connection with this RFP/RFQ.

6. **RESTRICTIONS ON GIFTS AND ACTIVITIES.** Iowa Code Chapter 68B restricts gifts which may be given or received by state employees and requires certain individuals to disclose information concerning their activities with state government. Bidders are responsible for determining the applicability of this Chapter to their activities and complying with the requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

7. **OPTION TO EXTEND.** Based on the availability of funds, effective contract performance and the needs of the Universities, the contract may be extended for an additional period as agreed between the Universities and successful Supplier.

8. **PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT.**
   a. As an agency of the State of Iowa, the Universities are subject to the requirements of Iowa Code Chapter 22, the Iowa Open Records Act. Bidders are encouraged to familiarize themselves with Chapter 22 before submitting a proposal. The Universities will treat all information submitted by a Bidder as public information following the conclusion of the selection process. A Bidder shall identify information provided in response to this RFP/RFQ which the Bidder believes represents confidential information that may fall within one of the exceptions identified in Iowa Code section 22.7. The bidder’s designation of information as confidential is for informational purposes only and is not binding on the Universities.
   
b. Any request for confidential treatment of information must be included in the transmittal letter with the Bidder’s bid proposal. In addition, the Bidder must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law which support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Bidder to respond to any inquiries by the Universities concerning the confidential status of the materials. Any bid proposal submitted which contains confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Identification of the entire bid proposal or substantially all of a bid proposal as confidential may be deemed non-responsive and disqualify the Bidder from the selection process.
   
c. If the Bidder designates any portion of the bid proposal as confidential, the Bidder must submit one copy of the bid proposal from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in Section D4 of this RFP/RFQ. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the bid proposal as possible.
   
d. The Universities will make a reasonable effort to provide the bidder with written notice seven calendar days in advance of the release of information identified by the Bidder as confidential. However, the Universities may release all or a portion of the proposal immediately, without providing notice to the Bidder, if the Universities determine there is no reasonable basis for a claim of confidentiality.

9. **DISPOSITION OF BID PROPOSALS.** All proposals become the property of the Universities and shall not be returned to the Bidder unless all bid proposals are rejected or the RFP/RFQ is cancelled. In either event, Bidders will be asked to send prepaid shipping instruments to the Universities for return of the bid proposals submitted. In the event the Universities do not receive shipping instruments, the Universities will destroy the bid proposals. Otherwise, at the conclusion of the selection process, the contents of all bid proposals will be in
10. NONDISCRIMINATION. The Universities do not discriminate in the contract award process on the basis of sex, age, race, religion, color, national origin, or disability.

11. SMALL BUSINESSES AND TARGETED SMALL BUSINESSES. Under Iowa’s targeted small business procurement program, State entities have established procurement goals for the purchase of goods and services supplied by small businesses and targeted small businesses. Certified targeted small businesses and small businesses are encouraged to respond to this RFP/RFQ. The term “small business” and “targeted small business” are as defined in Iowa Code (2015) section 15.102.

12. CONFLICT OF INTEREST. Should Supplier be a State of Iowa official, a paid employee of the Universities or any other State of Iowa agency, a member of the General Assembly or a legislative employee, Supplier will be considered a “conflict of interest vendor.” In addition, should any individual who is a paid employee of the Universities or State of Iowa Agency be a partner in Supplier’s firm or receive consulting payments, a conflict of interest exists. Whenever Supplier represents a conflict of interest or whenever there is a disclosure or indication of a conflict of interest, Supplier must have approval by the Universities prior to bidding on this RFP/RFQ. Contact the Universities representative for this bid for further information. In addition, 2 CFR part 200.318 General Procurement Standards imposes additional requirements on federally funded projects. http://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-sec200-318.pdf

13. CONFIDENTIALITY AND RESTRICTIONS ON COMMUNICATIONS. Until the date of an award of this this RFP/RFQ, any responses and other related documents, including but not limited to, attachments, appendices, and exhibits, shall be marked and treated as CONFIDENTIAL, as provided for preliminary correspondence under State of Iowa law. Suppliers should not communicate about the subject of the Request for Proposal with any administrator, faculty, or staff of the Universities with the exception of the official representative for this RFP/RFQ.

14. 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 Code of Iowa §§73.1.

15. INSURANCE. Requirements: The Supplier, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the Supplier’s expense, insurance covering its work during the entire term of this Contract and any extensions or renewals. The Supplier’s insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the Supplier’s performance of this Contract regardless of the date the claim is filed or expiration of the policy. Policy shall name the Universities, State of Iowa and their agencies as additional insureds with respect to all operations and work hereunder and shall provide that such insurance applies separately to each insured against whom claim is made or suit is brought. Additional insured form CG 2026 or equivalent are required and must be attached to the certificate.

Types and Amounts of Insurance Required: Unless otherwise requested by the Universities in writing, the Supplier shall cause to be issued insurance coverage's insuring the Supplier and/or subcontractors against all general liabilities, product liability, personal injury, property damage, and (where applicable) professional liability in the amount of One Million Dollars ($1,000,000) on the Contract Declarations and Execution page for each occurrence. In addition, the Supplier shall ensure it has any necessary workers’ compensation and employer liability insurance as required by Iowa law. Prospective Bidders shall maintain until contract completion, Comprehensive Commercial General Liability Insurance and Automobile Liability Insurance in the amount not less than Two Million Dollars ($2,000,000) for injuries, including accidental death, to any one person and subject to the same limit for each person, and in an amount not less than One Million Dollars ($1,000,000) on account of any one occurrence. Property damage liability insurance shall be in the amount not less than One Million Dollars ($1,000,000).

Certificates of Coverage: All insurance policies required by this Contract shall remain in full force and effect during the entire term of this Contract and any extensions or renewals thereof and shall not be canceled or amended except with the advance written approval of the Universities. The Supplier shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the Universities upon execution of this
Contract. The certificates shall be subject to approval by the Universities. The insurer shall name the Universities in the certificate that no cancellation of the insurance will be made without at least thirty (30) days’ prior written notice to the Universities. Approval of the insurance certificates by the Universities shall not relieve the Supplier of any obligation under this Contract.

**Waiver of Subrogation Rights.** The Supplier shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the Universities. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the Universities.

16. **ASSIGNMENT.** This Contract (including any future amendments incorporated into the Contract) may not be assigned, transferred, sold, or subcontracted by Supplier without the prior written consent of the Universities. Should Supplier be purchased (in whole or in part) by another organization or should Supplier wish to assign, transfer, or subcontract the Contract to another Supplier, the Universities shall have the right to terminate the Contract upon reasonable written notification, without penalty to the Universities.

17. **INDEMNIFICATION.** The Supplier shall indemnify and hold harmless the Universities and their 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 terms and obligations of this Contract or (B) any negligent or wrongful act or omission of the Supplier or its 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.

Supplier’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 Supplier or any subcontractor under workers’ compensation, disability benefits or other employee benefit acts.

18. **TERMINATION – NON-APPROPRIATION OF FUNDS.** 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 alteration of the program under which funds were provided, then the Universities shall have the right to terminate the Contract without penalty by giving written notice documenting lack of funding.

19. **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 resulting shall be instituted in the appropriate court(s) of the State of Iowa.

20. **ACCESS TO SUPPLIER RECORDS/AUDITS.** Supplier shall retain all records and documents and shall provide unlimited access, at all reasonable times and upon reasonable notice, to all accounting records and supporting documentation relating to the goods and services furnished during the term of this Contract and for a period of seven (7) years thereafter, unless required to retain for a longer period by state or federal statute. The Universities reserve the right to audit such records and employ the Auditor of the State of Iowa or any other auditor the Universities deem appropriate to perform an audit of Supplier records. Should such audit disclose incorrect billings or improprieties, the Universities reserve the right to charge Supplier for the cost of the audit and pursue appropriate reimbursement. Evidence of criminal intent will be turned over to the proper authority.

21. **CODE OF FAIR PRACTICE.** Supplier shall not discriminate against any employee or applicant
for employment because of race, creed, color, religion, national origin, age, sex, 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. 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, age, sex, pregnancy, disability, genetic information, status as a U.S. veteran, service in the 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. In performance of this Contract, Supplier shall comply with provisions stipulated in Executive Order 11246, or amended by executive order 11375.

In the event of Supplier's noncompliance with the above nondiscrimination clause of this Contract or with any of the aforesaid or related regulations, this Contract may be canceled, terminated, or suspended in whole in part and Supplier may be declared ineligible for further agreements with the Universities. In addition, the Universities may take any actions or other sanctions as may be imposed or remedies invoked as provided by the Code of Iowa.

22. MOST FAVORED NATION. Supplier represents that the terms, conditions and prices established under this Contract are equal to or better than those offered to other comparable colleges, universities or public institutions. If during the term of this Contract, Supplier offers more favorable terms, conditions or prices to another institution, comparable universities, teaching hospitals, colleges, and/or community colleges, Supplier agrees to notify the Universities. The Contract shall be amended to reflect the more favorable terms, conditions or prices.

23. TERMINATION. If Supplier is adjudged bankrupt or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of Supplier’s insolvency, then the Universities may, after giving Supplier written notice, terminate this Contract, without penalty to the Universities.

If the Supplier has failed to deliver goods or services, has delivered non-conforming goods or services or is otherwise in material breach of this Contract, the Universities shall provide a 10 calendar day right to cure notice (“Cure Notice”). The Universities may, within their sole discretion, accept or reject any or all proposed cure actions. If after such 10 calendar day notice the Supplier continues to be in default, the Universities may, within their sole discretion, terminate the Contract without any further obligation or penalty and procure substitute services from another source and charge the difference between the contracted price and the market price to the Supplier.

With the mutual agreement of both parties, the Contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

The Universities may terminate this Contract without penalty for any reason by giving a 30 calendar day notice.

24. TAXES. The Universities are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Supplier’s employees’ wages. The Universities are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request.

Supplier certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by the Code of Iowa Chapter 423; or (b) not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in the Code of Iowa §§ 423.1(47) & (48). The Supplier also acknowledges that
the Universities may declare the Contract void if the above certification is false. The Supplier also understands that fraudulent certification may result in the Universities or its representative filing for damages for breach of contract.

25. SOFTWARE ACCESSIBILITY. Software solutions, when provided to the Universities as a part of this Contract, 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 Universities reserve the right to request that the Supplier provide audit and/or test results that document the software’s compliance and the testing methodology utilized.

26. SUPPLIER’S RESPONSIBILITY. Supplier shall obtain all necessary permits, licenses and other government approvals necessary to perform its obligations pursuant to this Contract, and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any government authority.

27. EXPORT CONTROL. 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 774, in the performance of this Contract. 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 the Universities any hardware, technical data, software or product utilizing any hardware or technical data or software which is subject to export controls under federal law, Supplier shall notify the Universities in writing of the nature and extent of the export control. The Universities 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 Contract.

28. PACKAGING, TRANSPORTATION, AND HANDLING. 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.

29. TERMINATION FOR CONVENIENCE OF THE FEDERAL GOVERNMENT. Notwithstanding any other provisions of this Contract, if this Contract is federally funded then Universities shall have the right to terminate this Contract at the direction of the Federal Government for convenience with 30 calendar days written notice. If allowed by the Federal Government, Universities will pay the Supplier for work performed up to the point notice was received by the Supplier.

30. FEDERAL COMPLIANCE.: Supplier shall comply with the provisions set forth below if applicable and shall include them in its subcontracts. These provisions are available in Appendix A to 2 CFR 215 on the following website:


Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C.

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 B74), 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.