



**Request for Proposal
For
GPS/AVL Application Management &
Hosting Services
Issued by:**

IOWA DEPARTMENT OF TRANSPORTATION
Purchasing Section
Proposal No. 21712
Response Due Date November 28, 2018

Must be submitted no later than 1:00 PM Central Time
Responses received after this date will be rejected

***For information about this notice, and during this procurement,
interested persons shall contact only:***

Jody McNaughton
800 Lincoln Way
Ames, Iowa 50010
Phone: 515-239-1298
E-Mail: jody.mcnaughton@iowadot.us

Issued addenda will be posted to internet website:

<http://www.iowadot.gov/purchasing>

Procurement Timetable

The following dates are set forth for informational and planning purposes. However, the Department reserves the right to change the dates. All times listed are Central Time.

Event/Dates	Section Reference	Date/Time		
Release date	cover	November 2, 2018		
Number of returned Responses required 1-original Technical and 1-Cost proposal (1- removable media for each original Technical and Cost proposal)	4.1.3	4 Copies of technical response		
Pre-proposal Conference <input type="checkbox"/> Box will be checked if a conference will be held	2.32	N/A		
DOT responses to Vendor Conference questions	2.32	N/A		
Responder questions, requests for clarification, & changes (no later than)	2.2/2.5	November 8, 2018		
DOT responses to Responder questions posted (no later than)	2.2/2.5	November 14, 2018		
Response Due Date	2.8/2.9	November 28, 2018		
Physical Testing at Iowa DOT locations "Short list" (by invitation only)	2.24/ 5.3	January 4, 2019- February 28, 2019 See section 2.24		
Announce Successful Responder Intent to Award* see note below	2.24	March 5, 2019		
Completion of Contract negotiations (Preparation for execution of the contract)	2.25	March 19, 2019		
Contract Begins	Response 6.2	May 1, 2019		
Contract Duration Start Date/ End Date/ # of Renewals	6.2	<u>Start:</u> May 1, 2019	<u>End:</u> April 30, 2020	<u>Renewals</u> 5

Intent to Award

It is intended that Responses will be evaluated and a notice of intent to award will be issued within thirty (30) days of the Response Due Date. Response prices, terms and conditions must be held firm for a 180-day period from the date of the notice of intent to award the contract. See Section 4.2.13



Iowa Department of Transportation
Standard Terms and Conditions
For
Submission of Responses to Solicitations
-FORMAL-

Formal is the procurement process required by Iowa law when the estimated, aggregate amount of the purchase equals or exceeds \$50,000.

The entire contents of this solicitation shall become a part of a contract or purchase order. In case of a discrepancy between the contents of the solicitation documents, the following items listed by descending order shall prevail:

- Addendums to the solicitation
- Solicitation
 - Schedule of Prices
 - Specifications
 - Plans and Drawings
- Supplemental Terms and Conditions
- Standard Terms and Conditions

(Example - if a statement in the specifications contradicts a statement in the Standard Terms and Conditions, the statement in the specifications shall apply)

Preparation of Solicitation Response: All responses must clearly address all aspects of the solicitation. Responses must be typed or completed in ink and submitted on the forms supplied by the Iowa DOT.

Responses must be signed and received prior to the opening date and time indicated on the Solicitation Response page or other specified areas throughout the solicitation document. The Responder's signed, submitted Response shall become the official response to be considered for award.

No email, fax or web link Responses will be accepted. Responses must be signed, sealed and delivered in person or by a mail courier that ensures timely delivery.

A. Solicitation

1. **Opening:** The openings of responses are made public and conducted at the Iowa DOT, Ames complex unless otherwise specified. Responses received after the time of the opening will be returned unopened and considered non-compliant.
2. **Communications:** Questions concerning this solicitation should be directed to the purchasing agent listed on the Solicitation Response page. Inquiries can be written, phoned, or faxed. In all cases, written communication will take precedence over verbal communication.
3. **Proposal Guaranty:** If required, the Solicitation Response page will indicate the fixed percent of the security based on the cost of the Response. Security can be supplied in one of the following ways: **(1)** Certified check or credit union certified share draft, cashier's check, or bank draft, drawn on a solvent bank or credit union. Certified checks and certified share drafts shall be drawn and endorsed in the amount indicated. Checks or drafts shall be made payable either to the Iowa Department of Transportation (Iowa DOT) or to the Responder. If payable to the Responder, the check or draft shall be endorsed without qualifications to the Iowa DOT by the Responder or an authorized agent. **(2)** An insurance or surety company may be retained for the purposes of providing a bond as required by the solicitation. If a Bid Bond is chosen as the method of security, the Iowa DOT's Bid Bond form 131084 must be used and submitted with the solicitation response to be considered for award. **No other forms will be accepted.**

4. **Pricing and Discount:** Unit prices shown in the response shall be quoted as the price per unit (e.g., gal., case, each, etc.) as requested in the solicitation. If there is a discrepancy between the unit prices, extended price, or total amount of response, the unit prices shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase order. Discounts for early payment are allowed, but not considered in award of the contract.
5. **Acceptance/Rejection:** The Iowa DOT reserves the right to accept or reject any or all responses and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any supplier(s) or provider. The Iowa DOT also reserves the right to accept that response which is deemed to be in the best interests of the state. Any unauthorized changes, additions, or conditional response including any ties to another response or any reservations about accepting an award or entering into a contract, may result in rejection of the response. Responses must remain available for award for thirty (30) days from opening date and time.
6. **Results & Disclosure:** Tabulation results will be posted on the Iowa DOT website at www.iowadot.gov/purchasing under the "Award" link referencing the proposal number with an award recommendation indicated. At the conclusion of the selection process, the contents of all received responses will be placed in the public domain and be open to inspection by interested parties, according to state law. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the Response.
7. **Quality of Goods:** All material shall be new and of first quality. Items which are used, demonstrators, refurbished, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the Iowa DOT.
8. **Recycled Content:** The Iowa Code encourages purchase of products and materials with recycled content, including but not limited to paper products, oils, plastic products, compost materials, aggregate, solvents, and rubber products. Recycled items or alternatives must be noted in the Solicitation Response, if known.
9. **Shipping Terms:** Deliveries shall be F.O.B. Destination unless otherwise specified. All deliveries shall be accompanied by a packing slip indicating the Supplier, quantities shipped, and the purchase order number(s). All delivery charges shall be included in the response price and paid by the Supplier. No collect C.O.D. deliveries shall be accepted. When entering into a contract, the Supplier shall notify the freight company that all freight and delivery charges are to be prepaid by the Supplier. Goods delivered to the Iowa DOT Distribution Center at 931 S. 4th Street, Ames, IA shall be received between the hours of 7:00 a.m. and 3:00 p.m. on any day except Saturday, Sunday, or a holiday. For deliveries to other Iowa DOT locations, the Supplier may contact the destination location for available times to deliver as not all Iowa DOT locations have the same business hours. The Iowa DOT will not be liable for any freight claims or unpaid freight bills arising from contract or purchase order issues.

B. Award

The binding agreement (award) may be issued in the form a purchase order or contract or both depending on the requirements and complexity of the agreement.

1. **Method of Award:** Award shall be made to the responsible, responsive Responder whose Response meets the requirements of the solicitation and is the most advantageous to the Iowa DOT. An Iowa company or individual will be given preference over an out-of-state company or individual when responses are equal in all aspects and are tied in price. By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa.
2. **Award Protests:** Protests of award recommendations are to be addressed to the Director of Purchasing, and shall be made in accordance with paragraph 761--20.4(6)" e" of the Iowa Administrative Code.
3. **Contracts:** Successful Contractor(s) may be sent either a formal Contract, Notification of Award or Purchase Order as confirmation of acceptance and award. Any of these binding agreements shall be for the term stated in the solicitation or on a purchase order and may be renewed for additional period(s) under the same terms and conditions upon mutual agreement. The successful Contractor may not assign a contract to another party without written authorization from the Iowa DOT Purchasing Section. The Iowa DOT may offer a contract extension to the Contractor when a scheduled target date cannot be met.

4. **Consumer Price Index (CPI-U):** A CPI may be allowed as specified in the terms of the solicitation and at the discretion of the Iowa DOT based on currently posted CPI-U, US City Average, All Items – non seasonally adjusted (NSA) unless otherwise specified. This applies each of any subsequent renewals, extensions, amendments issued under the contract for the duration of the contract.
5. **Service Animals:** Any contract or purchase order awarded to a contractor that employs persons that utilize service animals shall certify the following:
 1. The service animal has had all legally required shots and immunizations, including, but not limited to, rabies vaccinations and necessary boosters;
 2. The service animal has not ever bitten or otherwise attacked any individual. The animal is not aggressive towards others, and has not shown any aggressive tendencies towards others;
 3. The service animal will be leashed or otherwise restrained at all times while present on Iowa DOT owned property;
 4. The insurance coverage shall include coverage for service animal bites or other injuries caused by such animals;
 5. Indemnification provisions shall hold the Iowa DOT harmless against any claims arising out of or relating in any way to service animal bites or other injuries caused by animals.
6. **Payment Terms:** The Iowa DOT typically pays properly submitted invoices within thirty (30) days of receipt, providing goods and/or services have been successfully delivered, installed or inspected (if required), and accepted. Invoices presented for payment must be only for quantities received by the Iowa DOT and must reference the purchase order number or contract number to be submitted for processing.
7. **Default (Supplier):** Failure of the Supplier to adhere to specified delivery schedules or to promptly replace rejected materials shall render the Supplier liable for all costs in excess of the Response price when alternate procurement is necessary. This shall not be the exclusive remedy and the Iowa DOT reserves the right to pursue other remedies available to it by law or under the terms of the binding agreement.
8. **Default (Contractor):** Failure of a Contractor other than a Supplier to meet any specified project completion deadline shall render the Contractor liable for all costs incurred by the Iowa DOT that were: a) necessary to meet said deadline; or b) necessary to complete said project after said deadline. This shall not be the exclusive remedy and the Iowa DOT reserves the right to pursue other remedies available to it by law or under the terms of the agreement.

C. General

1. **Administrative Rules:** For additional details on the rules governing the actions of the Iowa DOT Purchasing Section, refer to 761 IAC, Chapter 20, Iowa Administrative Code, entitled "Procurement of Equipment, Materials, Supplies and Services".
2. **Affirmative Action:** The Contractor (and also subcontractor, vendor, service provider or supplier) is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the Iowa Department of Management, pertaining to equal employment opportunity and affirmative action. Contractor may be required to have on file a copy of their affirmative action program, containing goal and time specifications. Contractors doing business with Iowa in excess of \$5,000 annually and employing 50 or more full time employees may be required to file with the Iowa Department of Management a copy of their affirmative action plan. Failure to fulfill these non-discrimination requirements may cause the contract to be canceled and the contractor declared ineligible for future state contracts or subject to other sanctions as provided by law or rule.
3. **Applicable Law:** The contract shall be governed under the laws of the State of Iowa. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of a contract and which in any manner affect the work or its conduct. Any legal action relating to a contract shall only be commenced in the Story County, Iowa, District Court or the United States District Court for the Southern District of Iowa.
4. **Conflict of Interest:** No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract issued by the Iowa DOT, see Code of Iowa 314.2.
5. **Debarment and Vendor Suspension:** By submitting a response, the contractor is certifying that it and its principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the State of Iowa or any Federal department or agency.
6. **Equal Opportunity:** Responders to the solicitation must be an "Equal Opportunity Employer" as defined in the Civil Rights Act of 1964 and in Iowa Executive Order Number Thirty-four.

7. **Indemnification-Goods:** To the extent the goods are not manufactured in accordance with Iowa DOT's designs, Supplier shall defend, indemnify and hold harmless Iowa DOT, its assignees, and other users of the goods from and against any claim of infringement of any letters patent, trade names, trademarks, copyright or trade secrets by reason of sale or use of any articles purchased. Iowa DOT shall promptly notify Supplier of any such claim.
8. **Indemnification-Services:** The Supplier of services identified herein shall defend, indemnify and hold harmless Iowa DOT, the State of Iowa, its employees, agents and officials, from and against all claims of any kind arising out of or relating in any way to the services provided to Iowa DOT by said Supplier of services. Iowa DOT shall promptly notify Supplier of any such claim.
9. **Infringement:** Goods shall be delivered free of the rightful claim of any third party by way of infringement. Contractor shall indemnify and save harmless the State of Iowa and the Iowa DOT against all claims for infringement of, and/or royalties claimed under, patents or copyrights on materials and equipment furnished under this solicitation.
10. **Iowa Open Records Law:** All Solicitation Responses are subject to terms and provisions of Iowa Code Chapter 22 Examination of Public Records (Open Records), specifically 22.7-Confidential Records.
11. **Records Audit:** The contractor agrees that the Auditor of the State of Iowa or any authorized representative of the state, and where federal funds are involved, the Comptroller General of the U.S. Government, shall have access to and the right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the contractor relating to orders, invoices, or payments of a contract or purchase order.
12. **Targeted Small Businesses:** The Iowa DOT seeks to provide opportunities for women and/or minority small business enterprises. To apply for certification as an Iowa Targeted Small Business, contact the Iowa Department of Inspection and Appeals (515-281-5796). Contractors shall take documented steps to encourage participation from Targeted Small Businesses for the purpose of subcontracting and supplying of goods or services or both.
13. **Taxes:** Prices quoted shall not include state or federal taxes from which the state is exempt. Exemption certificates will be furnished upon request.
14. **Termination:**
 - **Termination Due to Lack of Funds or Change in Law**

The Iowa DOT shall have the right to terminate this Contract without penalty by giving thirty (30) days written notice to the vendor as a result of any of the following:

 - Adequate funds are not appropriated or granted to allow the Iowa DOT to operate as required and to fulfill its obligations under contract.
 - Funds are de-appropriated or not allocated or if funds needed by the Iowa DOT, at the Iowa DOT's sole discretion, are insufficient for any reason.
 - The Iowa DOT's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Iowa DOT.
 - The Iowa DOT's duties are substantially modified.

Following a 30-day written notice, the Iowa DOT may terminate a binding agreement in whole or in part without the payment of any penalty or incurring any further obligation to the Responder. Following termination upon notice, the Responder shall be entitled to compensation upon submission of invoices and proper proof of claim for goods and services under contract up to and including the date of termination.

**Iowa Department of Transportation
Schedule of Prices Proposal No:
21683**

Description	Total Price
Hosting Annual Fee	
Hosting Annual Fee Subtotal	
Software- License fee <i>(List any associated software costs)</i>	
Software License Fee Subtotal	
Data Management <i>(List any associated Data management costs)</i>	
Data Management Subtotal	
Grand Total GPS/AVL Hosting & Data Management Cost	

I HEREBY CERTIFY THAT THIS PROPOSAL MEETS OR EXCEEDS THE MINIMUM REQUIREMENT INCLUDING SPECIFICATIONS AND ADDENDUMS.

I HEREBY CERTIFY THAT THIS RESPONSE MEETS OR EXCEEDS THE MINIMUM REQUIREMENT of the solicitation INCLUDING SPECIFICATIONS AND ADDENDUMS.

(Please Print)

COMPANY NAME: _____ PHONE: _____ FAX: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ E-MAIL: _____

SIGNATURE: _____ FED TAX ID: _____

AVAILABILITY AFTER RECEIPT OF P.O. (IN DAYS): _____

I ACKNOWLEDGE RECEIPT OF ADDENDUM NUMBERS: _____

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Section 1 Introduction

1.1 Purpose & Overview of the RFP Process

The purpose of this Request for Proposal (RFP) is to solicit responses from responsible Responders to provide the goods and/or services identified on the RFP cover sheet and described further in Section 3 of this RFP to the Iowa Department of Transportation (Iowa DOT). The Iowa DOT intends to award a contract(s) beginning and ending on the dates listed on the Procurement Timetable, and the Iowa DOT may renew the contract(s) for up to the number of annual renewals identified on the Procurement Timetable at the sole discretion of the Iowa DOT. Any contract(s) resulting from the RFP shall not be an exclusive contract.

Responders are required to submit their responses in hardcopy and (a form of removable media (such as a CD-ROM or flash drive) as indicated on the Procurement Timetable. It is the intention of the Iowa DOT to evaluate Responses from all responsible and timely Responders and award the contract(s) in accordance with Section 5, Evaluation and Selection.

1.2 Project Background

Iowa DOT is seeking a qualified Solution Provider that demonstrates the capabilities, experience, and resources required to provide **the services outlined in section 3 of this proposal**.

1.3 Definitions

The terms used in individual sections of this document are intended to be consistent with those commonly used in the application field in question. When responding, use the terms and acronyms used in this document, and define any terms or conditions that require further clarification.

1.3.1 “Cost Proposal” means the cost of the project as requested on the Schedule of Prices and submitted with the Response under separate cover.

1.3.2 “Contract” or “Resulting Contract” means the contract(s) entered into with the successful Responder(s) as described in section 6.1.

1.3.3 “Responder” means individual, company or entity submitting a response to this RFP.

1.3.4 “Iowa DOT” means the Iowa Department of Transportation identified on the RFP cover sheet as issuer of the RFP. The Iowa DOT will also execute the resulting contract.

1.3.5 “Participating Agency” or “Participating Agencies” means the Political Subdivision, either City, State, County, Boards or Commission, identified on the RFP cover sheet as Participating Agencies, and any other governmental agency that decides to utilize the executed contract.

1.3.6 “Procurement Timetable” *(on the page immediately following the RFP cover)* provide timeline, event and date information.

1.3.7 “Purchase Order” means the documentation issued by the State to the successful Responder(s) for a purchase of goods and/or services in accordance with the terms and conditions of the contract. It may include an identification of the items to be purchased, the delivery date and location, the address where the successful Responder will submit the invoices, and any other requirements deemed necessary by the State. Any preprinted contract terms and conditions included on Responder’s forms or invoices shall be null and void.

1.3.8 “Responsible Responder” means an individual, company or entity that has the capability in all respects to perform the requirements of the RFP specifications and requirements. In determining whether a Responder is responsible and responsive., the Iowa DOT may consider various factors including, but not limited to, the Responder’s competence and qualifications to provide the goods or services requested, the Responder’s integrity and reliability, the past performance of the Responder relative to the quality of the goods or services offered,, the proposed terms of delivery, and the best interest of the Iowa DOT and Participating Agencies.

1.3.9 “Response” means a Responder’s response to the RFP that complies with the material provisions listed in the RFP documents.

1.3.10 “RFP” means this Request for Proposal and any attachments, exhibits, schedules or addenda hereto.

1.3.11 “State” means the Iowa DOT, State of Iowa, and Participating Agencies identified on the title page and all state agencies, boards, and commissions, and any political subdivisions making purchases off of the resulting contract as permitted by this RFP.

1.3.12 “Sub-contractor” means every person furnishing materials, equipment or performing labor as a sublet of any part of contract.

1.4 Acronyms the following list contains acronyms used in the RFP.

API – Application Program Interface

AVL- Automatic Vehicle Location

DOT- Department of Transportation

ECM- Engine Control Module

GPS- Global Positioning System

RMS- Resource Management System

SLA- Service Level Agreement

Section 2 Administrative Information

2.1 Issuing Agent

The Issuing Agent, identified on the cover page is the sole point of contact regarding the RFP from the date of issuance until the notice of intent to award is issued (selection of the successful Responder).

2.2 Restrictions on Communication

The Purchasing Agent will respond only to questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted in writing to the Purchasing Agent by the deadline found in the Procurement Timetable listed immediately after the cover sheet. Verbal questions related to the interpretation of this RFP will not be accepted. Questions related to the interpretation of this RFP must be submitted as provided in section 2.5. Responders may be disqualified if they contact any state employee other than the Purchasing Agent. Exception: Responders may access the State Targeted Small Business website for issues related to the preference for Targeted Small Businesses. <https://dia.iowa.gov/tsb/>

In NO CASE shall verbal communication override written communications. Only written communications are binding on the State.

The Iowa DOT assumes no responsibility for representations concerning conditions made by its officers or employees prior to the execution of a contract unless such representations are specifically incorporated into this RFP. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of the RFP unless confirmed in writing. All such requests for clarification shall be submitted in writing. Any information provided by a Responder verbally shall not be considered part of Responder's Response. Only written communications from the Responder as received by the Iowa DOT shall be accepted.

With the exception of the written Response which must be submitted by Responders in accordance with Sections 4 and 5 herein, communications between the Purchasing Agent and Responders may be conducted by regular prepaid US mail, courier service, e-mail or facsimile transmission.

2.3 Downloading the RFP from the Internet

All correspondence for this RFP will be posted on the Iowa DOT's website at: <http://www.iowadot.gov/purchasing/lettingschedule.htm>

Responders will be required to visit the Iowa DOT's website periodically for any and all addendums or other pertinent information.

2.4 Procurement Timetable

The dates listed in the Procurement Timetable (on the page immediately following the RFP cover) are set forth for informational and planning purposes; however, the Iowa DOT reserves the right to change the dates. If a change is made to any of the deadlines for submission of Responses, the Iowa DOT will issue an addendum to the RFP. All times listed are Central time.

2.5 Questions and Requests for Clarification

Responder's are invited to submit written questions and requests for clarifications regarding the RFP. Responder's may also submit suggestions for changes to the requirements of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Purchasing Agent on or before the deadline stated in the Procurement Timetable. **Oral** questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP must be referenced.

Written responses to questions, requests for clarifications or suggestions will be posted to the Iowa DOT's website on or before the deadline stated in the Procurement Timetable. The Iowa DOT's written responses to questions will be considered part of the RFP. If the Iowa DOT decides to adopt a suggestion, the Iowa DOT will issue an addendum to the RFP and post on the website under the proposal number.

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

Each Responder must inform themselves fully of the conditions relating to the RFP. Failure to do so will not relieve a successful Responder of their obligation to furnish all services required to carry out the provisions of RFP and final contract. Insofar as possible, the successful Responder carrying out the work must employ such methods or means as will not cause any interruption of, or interference with the work of any other contract holder.

If a Responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Responder should immediately notify Purchasing Agent in writing of such error and request modification or clarification of the RFP document.

2.6 Addenda to the RFP

The Iowa DOT reserves the right to revise the RFP at any time. The Responder shall acknowledge receipt of an addendum in their Response. If the addendum occurs prior to the closing date for receipt of Responses, the Iowa DOT may, in its sole discretion, allow Responder's to amend their Response to the addendum.

2.7 Revisions to a Response

Responders who submit responses in advance of the deadline may withdraw, modify, or resubmit their Response at any time prior to the deadline. . Responders must notify the Purchasing Agent in writing if they wish to withdraw their Response. A Responder must honor their prices prior to the end of the one hundred and eighty (180) day period immediately following the notice of intent to award a contract.

2.8 Submission of Responses

The Iowa DOT, located at 800 Lincoln Way, Ames, Iowa 50010, ATTN: Purchasing Section before the deadline stated in the Procurement Timetable. This is a mandatory requirement and will not be waived by the Iowa DOT. Any Responses received after this deadline will be rejected and returned unopened to the Responder.

Responder's mailing Responses should allow ample delivery time to ensure timely receipt of Responses by the Iowa DOT. It is the Responder's responsibility to ensure that the Response is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Response. **Electronic mail and faxed will not be accepted.**

Responder's must furnish all information necessary to evaluate the Response. Responses that fail to meet the mandatory requirements of the RFP will be disqualified. Verbal information provided by the Responder shall not be considered part of the Responder's Response to the RFP.

2.9 Opening of Responses

The Iowa DOT will open Responses at the deadline stated in the Procurement Timetable. All Responses will remain confidential until the Evaluation Committee has reviewed and considered all successfully submitted Responses and the Iowa DOT has announced a notice of intent to award a contract. See Iowa Code Section 72.3.

The names of the Responders who responded within the timeline will be supplied to any person or persons who requests such information at the time of the opening date. The announcement of names of Responders who submitted a Response **does not** mean that an individual Response has been deemed technically compliant or that it has been accepted for evaluation.

2.10 Costs of Preparing a Response

The costs of preparation and delivery of the Response are solely the responsibility of the Responder.

No payments shall be made by the Iowa DOT to cover costs incurred by any Responder in the preparation of a Response in submission of this RFP or any other associated costs.

2.11 Reasonable Accommodations

The Iowa DOT will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If accommodations are required at time of opening of Responses, contact the Purchasing Agent on the cover page.

2.12 Rejection of submitted Response

The Iowa DOT reserves the right to reject any or all Responses in whole and in part, received in response to this RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the Iowa DOT to award a contract. This RFP is designed to provide Responders with the information necessary to prepare a competitive Response. This RFP process is for the Iowa DOT benefit and is intended to provide the Iowa DOT with competitive information to assist in the selection of a Responder to provide good and services or both as described herein.

It is not intended to be comprehensive and each Responder is responsible for determining all factors necessary for submission of a comprehensive Response.

The Iowa DOT reserves the right to negotiate the terms of the contract, including the award amount with the selected Responder prior to entering into a contract. If contract negotiations cannot be concluded successfully, the Iowa DOT may negotiate with the next highest scoring Responder.

2.13 Disqualification

The Iowa DOT may reject outright and shall not evaluate Responses for any one of the following reasons:

2.13.1 Responder fails to deliver the cost proposal under separate cover.

2.13.2 Responder states that a requirement of the RFP cannot be met.

2.13.3 Responder's Response materially changes a requirement of the RFP or the Response is not compliant with the requirements of the RFP.

2.13.4 Response limits the rights of the Iowa DOT.

2.13.5 Responder fails to include information necessary to substantiate that it will be able to meet a service requirement. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.

2.13.6 Responder fails to include a proposal guaranty as security, *if required*. See RFP Solicitation Response Section 2.33.

2.13.7 Responder fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in Section 4 of this RFP.

2.13.8 Responder presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the requirements of this RFP.

2.13.9 Responder initiates unauthorized contact regarding the RFP with state employees.

2.13.10 Responder provides misleading or inaccurate responses.

2.13.11 Responder fails to attend the mandatory pre-RFP meeting or conference if required.

2.13.12 Responder's Response is materially unbalanced.

2.13.13 There is insufficient evidence (including evidence submitted by the Responder and evidence obtained by the Iowa DOT from other sources) to satisfy the Iowa DOT that the Responder is a Responsible Responder.

2.13.14 The Responder alters the language in:
Attachment 1, Certification Letter
Attachment 2, Authorization to Release Information letter.

2.14 Nonmaterial and Material Variances

The Iowa DOT reserves the right to waive or permit cure of nonmaterial variances in a Response if, in the judgment of the Iowa DOT, it is in the Iowa DOT best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other Responders; that do not change the meaning or scope of the RFP; or that do not reflect a material change in the services. In the event the Iowa DOT waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Responder from full compliance with RFP specifications or other contract requirements upon award. The determination of materiality is in the sole discretion of the Iowa DOT.

2.15 Reference Checks

The Iowa DOT reserves the right to contact any reference provided by the Responder to assist in the evaluation of the Responder, to verify information contained in the Response and to discuss the Responder's qualifications and the qualifications of any subcontractor or partner identified in the Response.

2.16 Information From Other Sources

The Iowa DOT reserves the right to obtain and consider information from other sources concerning a Responder, such as the Responder's capability and performance under other Responders, the qualifications of any subcontractor or partner identified in the RFP, the contractor's financial stability, past or pending litigation, and publicly available information.

2.17 Verification of Response Content

The content of a Response submitted by a Responder is subject to verification. Misleading or inaccurate responses shall result in disqualification and rejection.

2.18 Criminal History and Background Investigation

The Responder hereby explicitly authorizes the Iowa DOT to conduct criminal history and/or other background investigation(s) of the Responder, its officers, directors, shareholders, partners and managerial and supervisory personnel retained by the Responder for the performance of the contract if in the best interest of the Iowa DOT.

2.19 Clarification Process

The Iowa DOT reserves the right to contact a Responder after the submission of Response for the purpose of clarifying or ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Responder has provided goods or services to the Iowa DOT or any other political subdivision wherever located, or requests for corrective pages in the Responder's Response. The Iowa DOT will not consider information received if the information materially alters the content of the RFP or alters the type of goods and services the Responder is offering to the Iowa DOT. An individual authorized to legally bind the Responder shall sign responses to any request for clarification. Responses shall be submitted to the Iowa DOT within the time specified in the Iowa DOT request. Failure to comply with requests for additional information may result in rejection and the Response will be considered non-compliant.

2.20 Disposition of Responses

All Responders' Responses become the property of the Iowa DOT and shall not be returned to the Responder. At the conclusion of the selection process, the contents of all Response will be in the public domain and be open to inspection by interested parties except for information for which contractor properly requests confidential treatment or is subject to exceptions provided in Iowa Code Chapter 22 or other applicable law.

2.21 Public Records and Requests for Confidential Treatment

The Iowa DOT may treat all information submitted by a Responder as public information following the conclusion of the selection process unless the Responder properly requests that information be treated as confidential at the time of submitting the Response. The Iowa DOT release of information is governed by Iowa Code chapter 22. Responders are encouraged to familiarize themselves with Chapter 22 before submitting a Response. The Iowa DOT will copy and produce public records as required to comply with the public records laws.

Any request for confidential treatment of specific information must be included in the transmittal letter with the Responder's Response. In addition, the contractor 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. **Pricing information cannot be considered confidential information.** The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Responder to respond to any inquiries by the Iowa DOT concerning the confidential status of the materials.

Any Response 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. Failure to properly identify specific confidential information shall relieve the Iowa DOT or State personnel from any responsibility if confidential information is viewed by the public, or a competitor, or is in any way accidentally released. Identification of the entire Response as confidential may be deemed non-responsive and disqualify the Responder.

If the Responder designates any portion of the RFP as confidential, **the Responder must submit one copy of the Responder from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in section 4 of this RFP.** 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 Response as possible.

The Iowa DOT will treat the information marked confidential as confidential information to the extent such information is determined confidential under Iowa Code Chapter 22 or other applicable law by a court of competent jurisdiction. In the event the Iowa DOT receives a request for information marked confidential, written notice shall be given to the Responder seven calendar days prior to the release of the information to allow the contractor to seek injunctive relief pursuant to Section 22.8 of the Iowa Code.

The Iowa DOT will release the information marked confidential in response to a request for public record records unless a court of competent jurisdiction determines the information is confidential under Iowa Code Chapter 22 or other applicable law.

The Responder's failure to request confidential treatment of material will be deemed by the Iowa DOT as a waiver of any right to confidentiality, which the Responder may have had.

2.22 Copyrights

By submitting a Response, the Responders allows the Iowa DOT permission to copy the Response for purposes of facilitating evaluation or to respond to requests for public records. The Responder consents to such copying by submitting a Response and warrants that such copying will not violate the rights of any third party. The Iowa DOT shall have the right to use ideas or adaptations of ideas that are presented in the Response.

2.23 Release of Claims

By submitting a Response, the Responder agrees that it will not bring any claim or cause of action against the Iowa DOT based on any misunderstanding concerning the information provided herein or concerning the Iowa DOT failure, negligent or otherwise, to provide the Responder with pertinent information as intended by this RFP.

2.24 Evaluation of Submitted Responses

The evaluation and selection of the awarded Responder will be based on but not limited to: the information submitted in the written response, references, required demonstrations or presentations; if any, and cost. If further information is requested by the Iowa DOT for clarification, Responders shall respond clearly and completely to all requirements within three (3) days upon request. Failure to respond completely may be the basis for rejecting a Response.

All compliant Responses will be evaluated using an evaluation matrix. If a demonstration/presentation is in the Evaluation Matrix (see Section 5.4), the Iowa DOT reserves the right to determine which Responders will be "short listed" for further consideration based on the written responses that best meet the requirements of the RFP.

Short-List Upon selection from the overall compliant responses, some Responders shall be selected to move to the Demonstration or Presentation portion of the evaluation. They will be required to demonstrate or make a presentation illustrating their proposed solution as described and required in the RFP. It is recommended Responder's engage key personnel to demonstrate the proposed solution, their authority and reporting relationships within their firm, their expertise and their management style.

The successful demonstration or presentation of the Responder's product(s) and/or service(s) is only one segment of the evaluation criteria and does not solely constitute the overall award.

Selected Responders shall be provided no less than one week's notice for the scheduling of a demonstration or presentation to be held in Ames, Iowa unless otherwise specified. The Iowa DOT may offer a web conferencing method as an alternative if desired.

This RFP requires short-listed Responders to travel to Iowa DOT locations (TBD) to perform a physical installation to existing equipment. Testing during this period will be evaluated and scored per the scoring Matrix in Section 5. The physical test period is tentatively scheduled January 4, 2019 to February 28, 2019. Upon notification that a company has made the short list the Company will have from that notification to January 4, 2019 to coordinate and have the necessary equipment in place to begin the physical testing on January 7, 2019.

Detailed notes of demonstrations or presentation may be recorded and supplemental information (such as briefing charts, et cetera) shall be accepted. Additional written information gathered in this manner shall not constitute replacement of response contents. The Iowa DOT reserves the right to record demonstrations or presentations on audio or videotape as desired.

Any cost(s) incidental for the demonstrations or presentations shall be the sole responsibility of the Responder.

2.25 Notice of Intent to Award and Acceptance Period

Notice of intent to award will be posted on the Iowa DOT's website at <https://iowadot.gov/purchasing/award>. **It is the Responder's sole responsibility to check daily for the final evaluation results.** Final negotiation and execution of the contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by the Iowa DOT. If the successful Responder fails to negotiate and deliver an executed contract by that date, the Iowa DOT in its sole discretion may cancel the award and award the contract to the next highest ranked Responder the Iowa DOT believes will provide the best value to the State.

The award shall be granted to the highest scoring responsive, responsible Responder according to the evaluation matrix in Section 5, **but** only if that Responder's response meets the requirements of the solicitation and is the most advantageous to the Iowa DOT as determined in the sole discretion of the Iowa DOT.

2.26 Confidential Information

Responses containing propriety information must have the specific information considered proprietary clearly marked. All information included in the Response not indicated as proprietary will be open for inspection. All Responses become property of the Iowa DOT.

2.27 No Contract Rights until Execution

The full execution of a written contract shall constitute the making of a contract for services and no contractor shall acquire any legal or equitable rights relative to the contract services until the contract has been fully executed by the successful contractor and the Iowa DOT.

2.28 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. Responders are responsible to determine the applicability of this Chapter to their activities and to comply 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.

The laws of Iowa provide that it is a felony 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 violations of this statute will be submitted to the proper prosecuting attorney.

2.29 No Minimum Guaranteed

The Iowa DOT anticipates that the successful Responder will provide services, or services and goods as requested by the Iowa DOT. The Iowa DOT shall not guarantee any minimum compensation will be paid to the contractor or any minimum usage of the contractor's services.

2.30 Conflicts Between Terms

The Iowa DOT reserves the right to accept or reject any exception taken by the Responder to the terms and conditions contained in this RFP. Should a Responder take exception to the terms and conditions required by the Iowa DOT, the Responder's exceptions may be rejected and the entire Response declared nonresponsive. The Iowa DOT may elect to negotiate with the Responder regarding contract terms that do not materially alter the substantive requirements of the RFP or the contents of the Responder's Response.

2.31 News Releases

News releases or other materials made available to the media or the public, the Responder's clients or potential clients pertaining to this procurement or any part of the Response or RFP shall not be made without the prior written approval of the Iowa DOT.

2.32 Responders' Conference

If the Procurement Timetable indicates a Responders' conference will be held in conjunction with this RFP, it will be held at the date, time, and location listed on the Procurement Timetable. If attendance at the Responders conference is a mandatory requirement, it will be indicated on the Procurement Timetable. The purpose of the Responders' conference is to discuss with prospective Responders the work to be performed and allow prospective Responders an opportunity to ask questions regarding the RFP. Verbal discussions at the Responders' conference shall not be considered part of the RFP unless confirmed in writing by the Iowa DOT and incorporated into this RFP. The conference may be recorded. Questions asked at the conference that cannot be adequately answered during the conference may be deferred and addressed at a later date. A copy of the questions and answers will be sent to Responders who submit a letter of intent to provide a Response.

2.33 Proposal Guaranty (if required)

The Solicitation Response page will indicate the fixed percent of the security required based on the amount of the Response. See Standard Terms and Conditions Section A-3.

It is the responsibility of the Offeror to notify the surety company of the required amount of the bond. The surety is based on the percentage of the offer's total cost proposal.

Section 3 Requirements

3.1 Purpose

The Iowa DOT is seeking a qualified GPS/AVL telematics service provider that demonstrates the capabilities and technical experience required to assume management of the Iowa DOT GPS/AVL program.

3.2 Overview/Background

The Iowa DOT has over nine years of experience using Global Positioning System (GPS)/Automatic Vehicle Location (AVL) technology to manage winter operations. Responsibilities include maintaining over 24,000 lane miles of highways serviced by 101 garage locations statewide.

3.3 Objective

The objective is to select a solution provider that will provide the Iowa DOT with consistent, high quality, winter operations data utilizing existing equipment. This data is used for managing our winter operations and in various winter operations research projects. Some of this data is provided to the public through public facing websites.

3.4 Current Environment

Snowplow fleet consists of 902 trucks with 27 tow plows equipped with Cypress CTM-200 modems providing all vehicle location data. Cirrus Spread Smart Controllers provide material usage data for rock salt, salt/sand mix, liquid salt brine, and liquid calcium chloride. These modems are connected to the truck's Engine Control Module (ECM) providing engine data. This information is posted to an internal website that is managed by our current GPS/AVL provider and is accessible to field staff.

In addition, the Iowa DOT has developed an application called the "Plow Cam" app which utilizes an M-1065 L brand camera from Axis Communications. These cameras are mounted inside truck cabs and are programmed to take forward facing photos of the highway system from the snowplow operator's perspective every five minutes. The photos are processed and posted on three websites: 1) to an internal Iowa DOT website managed by our current GPS/AVL vendor; 2) to the 511 website; and 3) to an Iowa DOT maintained public facing website called "Track-A-Plow".

These photos provide Iowa DOT staff with situational awareness and current road condition information allowing for informed decisions on managing resources and validating treatment strategies. "511" and "Track-A-Plow" are public facing websites that provides local media, National Weather Service and the general public with current weather and road conditions.

The Iowa DOT is not seeking to replace any of the current GPS/AVL hardware, Cirrus spreader controllers or the Plow Cam cameras, therefore any submissions that include a wholesale change of hardware will not be considered.

Cellular Service

US Cellular is the current statewide cellular service provider. Responders shall become familiar with their services as it relates the project.

3.5 Scope

The Successful Responder will be responsible for the hosting and management of all GPS/AVL data generated by the Iowa DOT's vehicles both new and historical data. The Successful Responder will provide and manage a website accessible through a standard web browser such as Internet Explorer, Google Chrome, Safari, etc. by Iowa DOT staff. The system must present an easy-to-use interface that dynamically maps vehicle locations in real-time, allows users to pan and zoom the map at various levels of detail (from statewide view down to an individual truck), and displays vehicle information quickly and easily. This website will include all mapping, vehicle tracking, vehicle history, geofence and reporting tools to be utilized by the Iowa DOT staff in managing Winter Operations. The proposed website will also include data gathered from on board sensors (i.e. Air/Pavement temperature sensors, Plow Up/Down position sensors) in truck displays and have the capability to create and run reports.

Website Accessibility for Persons with Disabilities

The Successful Responder's website content; versions, upgrades, updates, any and all revisions must conform with the State of Iowa 's **Enterprise Operational Standard**

<https://ocio.iowa.gov/website-accessibility-standard>

Responder's must provide proof of compliance with this standard to be reviewed and approved by Iowa DOT. Third party audits may be required if the state standard is not already met. All costs incurred for the third-party audit will be the responsibility of the successful Responder

3.6 Integration

Responders shall be capable of integrating with other systems such as Workday and the Iowa DOT's internal Resource Management System. The RMS application generates daily logs of all maintenance activities.

3.7 Testing

Responders shall grant the Iowa DOT access to a live example or actual deployed site similar in size and functionality for us to become familiar with Responders capabilities. Desired testing dates are November 30, 2018 to December 21, 2018.

3.8 System Application Mandatory Requirements

At a minimum, functionality shall consist of:

- Utilize our current equipment in the new hosted environment.
- Track snowplow trucks in real time.
- Interface with the current Cirrus Spread Smart Controllers used to track material usage (solid and liquid) in real time. Current Cirrus controller information must be reported with GPS data. Connection to spreaders must be through a direct cable and not through another piece of hardware such as an interpreter.
- Direct cable connection to Engine Control Module (ECM)
- Support data capture by vehicles in local time (Central Time Zone) and support automatic adjustments for daylight savings time.
- Record data at no more than 15 second intervals while in motion and every 15 degree bearing change in GPS while in motion.
- Transmit collected data within maximum 15 seconds of re-establishing communications after communications are lost or interrupted.
- Provide “all in one” real time GPS data exchange, vehicle tracking and communications system with multi-switching input/output capabilities in order to provide no less than the following real-time as well as historical information for:
 - Iowa DOT unique vehicle identification number. All snowplow trucks begin with the letter A followed by five numbers (i.e. A31233)
 - Current date and time
 - Current vehicle direction, speed and location
 - Front plow up/down
 - Road/air temperature sensor data
 - Material type and quantity being applied
 - Material Set Rate
 - Material Cumulative totals (Storm Totals)
 - Blast Indicator
 - Engine on/off
 - Vehicle engine data (fault codes)
 - Vehicle odometer or hour meter
 - Vehicle mileage
 - Vehicle idle time
 - The mapped display will utilize point and click features and be such that vehicle positions and status automatically update on screen without any input from the end user.

- Provide real time view vehicle location mapping functions shall include: Zoom in and out, pan, center, auto-centering, street level detail, map and satellite views.
- Provide end users the ability to create a user selected timeframe that depicts a historical crumb trail report by individual truck A number and it must be available for playback on the map screen or for downloading.
- Incorporate weather data into the map layer from the Iowa DOT contracted weather services provider.
- Support GIS/ESRI data and application integration.
- Provide an Application Program Interface (API) to allow for third party integration of data.
- Include a computerized real time map view in the primary display showing vehicles in service, the status of vehicles at their last reporting. The display must show the Iowa DOT Plow Cam images. The map shall include highway identifiers including other linking roads. Rotating vehicle icons must be able to display proper movements and direction of travel.
- Provide a fully customizable initial logon screen that takes the user to defined work spaces.
- Accessibility 24 hours a day, 7 days a week, 365 day a year. End-users must be able to view the position of their fleet vehicles at any point in time via standard web browser. from any computer or mobile device.
- Utilize point and click features and be such that vehicle positions and status automatically update on screen without any input from the end user.
- Provide real time view vehicle location mapping functions including zoom in and out, pan, center, auto-centering, street level detail, map and satellite views.
- Create a user selected timeframe for end users that depicts a historical crumb trail report by individual truck A number and it must be available for playback on the map screen or for downloading.
- Incorporate weather data into the map layer from the Iowa DOT contracted weather services provider.

3.9 Hosting

Responders shall propose all hosting options and provide any applicable agreements for the accessibility and retrieval of information as described.

Responders shall describe the user account structure including limited or unlimited number of accounts. Logins for each user must be unique.

Responders shall indicate whether a single or multi-factor authentication is used.

All data must reside and remain in the United States of America.

Responders shall describe what rights and privileges are available to Iowa DOT system administrators.

3.10 Hosting Environment, Data Management and Network Security

Responders shall describe how the following will be met.

All data archives, raw and/or processed data must be readily accessible on demand via secure online connection for the life of the contract.

Data must be stored on servers located within the United States in a facility that administers secured access controls to the facility.

Established redundant backup system for the protection of data loss.

The system must possess the ability to backup data and allow accessibility to the database simultaneously.

All data received must be geospatial referenced.

3.11 Service Level Agreement

Responders shall include any form of an applicable Service Level Agreement (SLA) in their proposal. At a minimum, the agreement shall include the following:

- Safeguarding of Iowa DOT Information
- Procedures for Addressing a Security Breach
- System Patching
- Major Upgrades

3.12 Reports

Responders shall describe the reporting capabilities available to customers including standard and custom reports. At a minimum, reporting shall include:

- Customization of material types and associated costs
 - Annual winter operational reports that include: vehicle number, date and time of operation, run time and distance, amount of materials (solid and/or liquid) utilized and associated costs.
 - Annual reports on fleet vehicle utilization, idle time, travel distance, travel time, and out-of-service maintenance activity.
 - Real time tracking of assets, produce a history report and provide the ability to produce a replay report.
 - Fleet wide summary of the current Cirrus spreader controller software version and calibration files by individual truck.
 - Exporting reports at a minimum to Excel and .pdf formats.
 - Real-time report alerts and notifications via email and text messaging to Iowa DOT owned devices.

- Allow generated user reports to be sent to an individual or to multiple individuals as a distribution list via email.
- Add user defined fields into reports.
- Create ad-hoc reports at administer and user levels.

3.13 Project Management

The Successful Responder shall assign a project manager responsible for managing all aspects of the project and will be the primary point of contact. They will coordinate the execution of the transition plan with the Iowa DOT Project Manager.

An “emergency” point of contact shall be available 24 hours per day, 7 days a week for the life of the contract.

It is the Iowa DOT’s intent to conduct a face to face project kick-off meeting with the selected Responder within 14 business days of the executed contract.

3.14 Transition Plan

Responders shall submit a comprehensive transition plan that lists all necessary requirements that will need to be accomplished to transition from the current GPS/AVL system to the new system.

3.15 Training

Responders shall propose all options for system administrators and end users of the system. And what type of training manuals or tutorials are made available for users. At a minimum, the Successful Responder shall train Iowa DOT administrators and field technicians to transition and reconfigure the existing modems,

3.16 Maintenance and Support

Responders shall describe the system maintenance operations and provide all available support options.

3.17 Software Upgrades

Responders shall provide the version of the proposed software and describe the frequency of upgrades and the notification process to customers.

3.18 Equipment

The Successful Responder will have the capability to sell new equipment to the Iowa DOT as requested.

3.19 Data Ownership

All data archives, raw and/or processed data becomes the sole property of the Iowa DOT. At the end of the contract, the Successful Responder shall return all Iowa DOT data in an agreed upon format and ensure all data has been removed from provider's servers.

3.20 DOT Responsibilities

A project manager will be assigned to provide assistance to the Successful Responder as needed and as mutually agreed upon.

Section 4 Form and Content

4.1 Instructions

The following instructions prescribe the format and content of the RFP. They are designed to facilitate a uniform review process. Failure to adhere to the RFP format may result in the rejection of the Responder's Response.

It is the request of the Iowa DOT that the following section headings be used in the Responder responses to this RFP and that they be arranged in the order as listed in the RFP. Responders should provide a table of contents and should label divider tabs. Responses must be in sufficient detail to permit an understanding and comprehensive evaluation of the Responder's Response.

4.1.1 The Response shall be typewritten on 8.5" x 11" paper (bound securely, double sided is allowed) and sent in a sealed envelope.

4.1.2 The Response shall be divided into two parts: (1) the Technical Response and (2) the Cost Proposal. **The Cost Proposal shall be in a separate sealed envelope.**

Example:

Technical Envelope(s) Contain(s):

Original Technical Response & Copies
Electronic copy of the Technical Response

Cost Proposal Envelope Contains:

Original Cost Proposal & Copies
Electronic Copy of the Cost proposal

Public Copy (if submitted)
Electronic Public Copy on same removable media (if submitted)

The envelopes shall be labeled with the information found on the cover sheet:

***[RFP Title] [RFP Number]
[Issuing Officer's Name]
[Responder's Name and Address]
Iowa Department of Transportation
800 Lincoln Way
Ames, Iowa 50010***

The Iowa DOT shall not be responsible for misdirected packages or premature opening of Responses if a Response is not properly labeled.

4.1.3 One (1) original, one (1) removable media (example: CD or flash drive) each in a sealed envelope, **and** the additional number of copies of the Response defined on the Procurement Timetable in the cover section, shall be timely submitted to the Issuing Agent.

4.1.4 If the Responder designates any information in its Response as confidential pursuant to Section 2.20, the Responder must also submit one (1) copy of the Response from which confidential information has been excised as provided in Section 2.20 marked "**Public Copy**".

4.1.5 Responders may include promotional materials as company information, but they shall not take the place of the Response and will not be considered for the award unless they enhance the response to a specific requirement.

4.1.6 Attachments shall be referenced in the Response.

4.1.7 If a Responder proposes more than one method of meeting the RFP requirements, each shall be labeled and submitted separately. Each will be evaluated separately.

4.2 Technical Response

The following documents shall be included in the Technical Response in the order given below:

4.2.1 Transmittal Letter (Required) An individual authorized to legally bind the Responder shall sign the transmittal letter. The letter shall include the Responder's mailing address, electronic mail address, fax number, and telephone number.

Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 2.20. In addition to the specific statutory basis supporting the request, an explanation why disclosure of the information is not in the best interest of the public is required. The transmittal letter shall also contain the name, address, electronic mail address and telephone number of the individual authorized to respond to the Iowa DOT about the confidential nature of the information.

4.2.2 Table of Contents Responder's should include a table of contents of its Response and submit the check list of submittals per Attachment # 3.

4.2.3 Executive Summary Responder's shall prepare an executive summary and overview of the services and/or goods offered including all of the following information:

4.2.3.1 Statements that demonstrate that the Responder has read, understands and agrees with the terms and conditions of the RFP including the contract provisions in Section 6.

4.2.3.2 An overview of the Responder's plans for complying with the requirements of this RFP. (Including project management approach).

4.2.3.3 Any other summary information the Responder deems to be pertinent.

4.2.4 Specifications and Technical Requirements the Responder shall answer whether it will comply with each requirement in Section 3 of the RFP. Responders shall explain how it will comply with each requirement in Section 3. **Merely repeating the requirements may be considered non-responsive and may disqualify the Responder.** Responses must identify any deviations from the requirements of this RFP or requirements the Responder cannot satisfy. Any deviations from the requirements of the RFP or any requirement of the RFP that the Responder cannot satisfy may disqualify the Responder.

4.2.5 Company Background Information: provide the following general background information:

4.2.5.1 Name, address, telephone number, fax number and e-mail address of the Responder including all d/b/a's or assumed names or other operating names of the Responder.

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

4.2.5.3 State of incorporation, state of formation, or state of organization.

4.2.5.4 The location(s) (including address and telephone numbers) of the offices and other facilities that relate to the Responder's performance under the terms of the RFP.

4.2.5.5 Local office address and phone number (if any).

4.2.5.6 Number of employees.

4.2.5.7 Type of business.

4.2.5.8 Name, address, e-mail address and telephone number of the Responder's representative to contact regarding all contractual and technical matters concerning the Response.

4.2.5.9 Name, address, e-mail address and telephone number of the Responder's representative to contact regarding scheduling and other arrangements.

4.2.5.10 Name, contact information and qualifications of any sub-Contractors who will be involved with this project.

4.2.5.11 Responder's accounting firm.

4.2.5.12 The successful Responder is required to be registered to do business with the Iowa DOT before payments can be made. For vendor and contractor registration documents go to <http://www.iowadot.gov/purchasing>.

4.2.6 Experience

The Responder must provide the following information regarding its experience:

4.2.6.1 Number of years in business.

4.2.6.2 Number of years' experience with providing the types of goods and/or services sought by the RFP.

4.2.6.3 The level of technical experience in providing the types of goods and/or services sought by the RFP.

4.2.6.4 A detailed list of goods and/or services similar in size and scope to those sought by this RFP that the Responder has provided to other businesses or governmental entities within the past three years.

4.2.6.5 References from three (3) previous or current customers or clients knowledgeable of the Responder's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person, e-mail address and telephone number for each reference.

4.2.7 Personnel

The Responder must provide resumes for all key personnel who will be involved in providing the goods and/or services contemplated by this RFP.

The following information must be included in the resumes:

4.2.7.1 Full name.

4.2.7.2 Education.

4.2.7.3 Years of experience and employment history particularly as it relates to the requirements of the RFP.

4.2.8 Financial Information (short list Responders only)

The Responder may be asked to provide the following financial information:

4.2.8.1 Audited financial statements for the last 3 years. Privately held companies may substitute Credit reports.

4.2.8.2 A minimum of three (3) financial references. Privately held companies may substitute: Letters of Reference from the bank.

4.2.9 Terminations, Litigation, Debarment

The Responder must provide the following information for the past five (5) years: (also see Attachment 1)

4.2.9.1 Has the Responder had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.

4.2.9.2 Describe any damages or penalties assessed against or dispute resolution settlements entered into by the Responder under any existing or past contracts for goods and/or services. Provide full details regarding the incident, including the dollar amount of damages, penalties and settlement payments.

4.2.9.3 Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Responder to engage in any business, practice or activity.

4.2.9.4 A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Responder or its officers have been a party, if any. The Responder must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the Response or in termination of any subsequent contract.

4.2.9.5 Any irregularities discovered in any of the accounts maintained by the Responder on behalf of others, describe the circumstances and disposition of resolving the irregularities.

The above disclosures are a continuing requirement of the Responder. The Responder shall provide written notification to the Iowa DOT of any such matter commencing or occurring after submission of a Response, and with respect to the successful Contractor, following execution of the Resulting Contract.

4.2.10 Certification Letter (Attachment 1)

The Responder shall sign and submit with their Response the document included as Attachment1 (Certification Letter) in which the Responder shall make the certifications included in Attachment 1.

4.2.11 Acceptance of Terms and Conditions

The Responder shall specifically agree that the Response is predicated upon the acceptance of all terms and conditions stated in the RFP. If the Responder objects to any term or condition, the Responder must specifically take exception per the RFP page and section and provide the reason for the objection. Objections or responses that materially alter the RFP may be deemed non-responsive and result in rejection of the Response.

4.2.12 Authorization to Release Information (Attachment 2)

The Responder shall sign and submit with the Response the document included as Attachment #2 (Authorization to Release Information Letter) in which the Responder authorizes the release of information to the Iowa DOT.

4.2.13 Firm Terms

The Responder shall guarantee in writing the availability of the services and/or goods offered and that all Response terms, including price, will remain firm a minimum of 180 days following the deadline for submitting Responses

4.2.14 Work Plan

Responder's shall describe their overall approach to meeting or exceeding the requirements of the RFP. In addition to the detail in Section 3, Responder's work plans shall include items such as timeline, additional functionality and any other pertinent information that would assist the evaluators in making the final recommended award.

4.3 Schedule of Prices – Cost Proposal

Responders shall provide a cost proposal for the proposed items listed in the **Schedule of Prices**. If applicable, Responders may submit additional pages to the Schedule of Prices to accurately reflect the overall costs of the goods or services proposed.

The Iowa DOT reserves the right to purchase any or all items on the Schedule of Prices either individually or as bundled throughout the contract period.

The amounts should exclude state and federal taxes except for taxes required to be withheld for employment purposes. The Iowa DOT is a tax exempt entity.

Cost proposals must be submitted under a separate cover.

Section 5 Evaluation and Selection

5.1 Introduction

This section describes the evaluation process used to determine which Responses provide the greatest benefit to the Iowa DOT based on the evaluation criteria in Section 5.4.

5.2 Evaluation Committee

The Iowa DOT shall conduct a comprehensive, fair, and impartial evaluation of all compliant responses received. The Iowa DOT will use an evaluation committee to review and evaluate responses. The Evaluation Committee shall consist of members with technical knowledge of the desired services, users of the solution and other appropriate persons to best evaluate the Responses.

5.3 Overview of Evaluation

All submitted Responses will be first evaluated by the Purchasing Agent to determine if they comply with the mandatory requirements of the RFP. To be deemed a responsible Responder any proposed Response must comply with the mandatory requirements. Failure to meet the mandatory requirements will result in the rejection of the Response. In the event that all Responders do not meet the mandatory requirement, the Iowa DOT reserves the right to continue the evaluation of the responses to select the Response most closely meeting the requirements specified in this RFP or may choose to reject all responses and consider the solicitation closed.

5.4 Evaluation Criteria

The RFP evaluation criteria below shall be used by the Evaluation Committee for purposes of award. Items are not listed in any particular order of importance. If a demonstration/presentation is included in the evaluation criteria, only those short listed Responders shall be given a point rating and total consensus score to be considered for award.

Evaluation Criteria
Overall content of written Response
○ Overall solution, Work Plan
Business Knowledge
○ Knowledge of Industry Standards and Applications
Work Experience in Required Skill Sets
○ Project management
○ Company experience
○ References
Application Testing on Iowa DOT vehicles
○ Overall performance of application
Cost – See Schedule of Prices

Weighting of evaluation categories is not available to Responders prior to the opening of submitted responses.

5.5 Recommendation of the Evaluation Committee

The final evaluation will be based on the criteria as listed in Section 5.4.

5.6 Protest of Award

Protest of award shall be made in accordance with the Iowa Administrative Code 761-20.4(6)"e".

Section 6 Contract Terms and Conditions

6.1 Contract Terms and Conditions

The contract(s) that the Iowa DOT expects to award as a result of this RFP will be based upon the Response submitted by the successful Contractor and the RFP. The contract between the Iowa DOT and the successful Contractor shall be a combination of the specifications, terms and conditions of the RFP, including the terms contained in the Iowa DOT's attachment(s), the offer of the Contractor contained in the Response, written clarifications or changes made in accordance with the provisions of the RFP herein and any other terms deemed necessary by the Iowa DOT, except that no objection or amendment by a Contractor to the RFP requirements shall be incorporated by reference into the Contract unless the Iowa DOT has explicitly accepted the Contractor's objection or amendment in writing.

The contract terms contained in Section 6 are not intended to be a complete listing of all contract terms but are provided only to enable contractors to better evaluate the costs associative with the RFP and the potential resulting contract. Contractors should plan on such terms being included in any contract awarded as a result of this RFP. All costs associated with complying with these requirements should be included in the cost proposal or any pricing quoted by the contractor.

By submitting a Response, each Contractor acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change except as otherwise expressly stated in its Response. If a Contractor takes exception to a provision, it must state the reason for the exception and set forth in its Response the specific contract language it proposes to include in place of the provision. Exceptions that materially change the contract terms and conditions or the requirements of the RFP may be deemed non-responsive by the Iowa DOT, in its sole discretion, resulting in possible rejection of the Response. The Iowa DOT reserves the right to either award a contract(s) without further negotiation with the successful Contractor or to negotiate contract terms with the successful Contractor if the best interests of the State would be served.

6.2 Contract Period

The term of the Contract will begin and end on the dates indicated in the RFP Procurement Timetable, unless extended or terminated earlier in accordance with the termination provisions of this Contract. The Iowa DOT shall have the sole option to renew the Contract for up to the number of annual renewals specified on the Procurement Timetable.

6.3 Contractor Qualification Requirement

Prior to execution of a contract with a contractor, the contractor must qualify to do business with the State of Iowa.

6.4 Equipment Delivery Schedule

The equipment shall be delivered as agreed upon between the successful Contractor and the Iowa DOT.

6.5 Installation and Implementation

Upon award of a Contract, the Iowa DOT shall negotiate an installation and implementation schedule with the successful Contractor. Extended installation time periods may be considered when the extension is in the best interest of the Iowa DOT.

6.6 Scope of Work (Services)

The services to be performed pursuant to and as a result of this contract by the contractor are described in Project Specifications, Section 3, and in the Appendices and are made a part hereof by this reference.

The contractor shall prepare and deliver specifications to the Iowa DOT which will detail the design, technical and functional capabilities, and other attributes related to the project, all as more fully described in Section 3.

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

Industry Standards. Services rendered pursuant to this Contract shall be performed in a professional and workmanlike manner in accordance with the terms of this Contract and with generally acceptable industry standards of performance for similar tasks and projects. In the absence of a detailed specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard.

As long as the Iowa DOT notifies the contractor promptly of any services performed in violation of this standard, the contractor will re-perform the services, at no cost to Iowa DOT, such that the services are rendered in the above-specified manner.

Non-Exclusive Rights. This Contract is not exclusive. The Iowa DOT reserves the right to select other contractors to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.

6.7 Licenses

The Contractor shall include the cost for all software licenses and annual software maintenance fees require for its work. The Contractor must furnish a written copy of the software Terms and Conditions of software agreement with the submitted Response.

6.8 Labor Regulations

The Contractor shall give all notices and comply with all codes, laws, ordinances, rules and regulations of any public authority having jurisdiction that bears on the performance of its work.

All contractors, before entering into a contract with the Iowa Department of Transportation, must be registered with the Division of Labor in the Workforce Development Department, 515-281-3606 according to chapter 91C, Code 1993.

6.9 Contract Termination

It is imperative that the contractor consistently provides high quality services. Below are procedures that will be utilized in the event that the contract must be terminated due to the contractor's lack of ability to produce required results:

6.9.1 Immediate Termination by the Iowa DOT

The Iowa DOT may terminate this contract in writing for any of the following reasons effective immediately without advance notice:

6.9.1.1 In the event the contractor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

6.9.1.2 The Iowa DOT determines that the actions, or failure to act, of the contractor, its agents, employees or subcontractors have caused, or reasonably could cause, a client's life, health or safety to be jeopardized;

6.9.1.3 The contractor fails to comply with confidentiality laws or provisions;

6.9.1.4 The contractor furnished any statement, representation or certification in connection with this Contract or the RFP which is materially false, deceptive, incorrect or incomplete

6.9.2 Termination for Cause

The occurrence of any one or more of the following events shall constitute cause for the Iowa DOT to declare the contractor in default of its obligations under this Contract.

6.9.2.1 The contractor fails to perform to the Iowa DOT's satisfaction, per Section 3 Project Specification requirements.

6.9.2.2 The Iowa DOT determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur.

6.9.2.3 The contractor fails to make substantial and timely progress toward performance and deliverables within the contract.

6.9.2.4 The contractor consistently misses deadlines agreed upon with the Iowa DOT project managers.

6.9.2.5 The contractor replaces key personnel with individuals who have less experience, knowledge and skills in the areas of their responsibilities.

6.9.2.6 The contractor staff's knowledge, skills, and experience are unacceptable to the Iowa DOT and do not reflect what the contractor represented the skill sets of their staff that would be assigned to this engagement.

6.9.2.7 The contractor's staff turnover is unacceptably high to Iowa DOT.

6.9.2.8 The contractor fails to effectively manage contractor staff time and/or assignments.

6.9.2.9 The contractor's quality of work is unacceptable to Iowa DOT (i.e. incorrect results, standards are not followed).

6.9.2.10 The contractor's quantity of work is unacceptable to Iowa DOT. The contractor fails to perform additional assignments as requested.

6.9.2.11 The contractor does not respond to critical issues and/or fails to participate in problem resolution when asked. This includes requests for support in the evenings and weekends.

6.9.2.12 The contractor's deliverable(s) cause a major outage to the Iowa DOT's IT infrastructure.

6.9.2.13 The contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the contractor terminates or suspends its business; or the Iowa DOT reasonably believes that the contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

6.9.2.14 The contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract.

6.9.2.15 The contractor has engaged in conduct that has or may expose the Iowa DOT to liability, as determined in the Iowa DOT's sole discretion.

6.9.2.16 The contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right.

6.9.3 Notice of Default

If there is a default event caused by the contractor, the Iowa DOT shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Iowa DOT's written notice to the contractor. If the breach or noncompliance is not remedied by the date in the written notice, the Iowa DOT may either:

6.9.3.1 Immediately terminate the contract without additional written notice.

6.9.3.2 Enforce the terms and conditions of the contract and seek any legal or equitable remedies.

6.9.4 Termination Upon Notice

Following 30 days written notice, the Iowa DOT may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the contractor.

Following termination upon notice, the contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to the Iowa DOT up to and including the date of Termination.

6.9.5 Termination Due to Lack of Funds or Change in Law

The Iowa DOT shall have the right to terminate this Contract without penalty by giving thirty (30) days written notice to the contractor as a result of any of the following:

6.9.5.1 Adequate funds are not appropriated or granted to allow the Iowa DOT to operate as required and to fulfill its obligations under this Contract.

6.9.5.2 Funds are de-appropriated or not allocated or if funds needed by the Iowa DOT, at the Iowa DOT's sole discretion, are insufficient for any reason.

6.9.5.3 The Iowa DOT's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Iowa DOT.

6.9.5.4 The Iowa DOT's duties are substantially modified.

6.9.6 Remedies of the Contractor in Event of Termination by the Iowa DOT

In the event of termination of this Contract for any reason by the Iowa DOT, the Iowa DOT shall pay only those amounts, if any, due and owing to the contractor for services actually rendered up to and including the date of termination of the contract and for which the Iowa DOT is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the contractor's claim. This provision in no way limits the remedies available to the Iowa DOT under this Contract in the event of termination.

However, the Iowa DOT shall not be liable for any of the following costs:

6.9.6.1 The payment of unemployment compensation to the contractor's employees.

6.9.6.2 The payment of workers' compensation claims, which occur during the contract or extend beyond the date on which the contract terminates.

6.9.6.3 Any costs incurred by the vendor in its performance of the contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the contract.

6.9.6.4 Any taxes that may be owed by the contractor in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

6.9.7 Vendor Termination Duties

The contractor, upon receipt of notice of termination or upon request of the Iowa DOT, shall:

6.9.7.1 Cease work under this Contract and take all necessary and appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the contract, including, without limitation, results accomplished, conclusions resulting therein, any other matters the Iowa DOT may require.

6.9.7.2 Immediately cease using and return to the Iowa DOT any personal property or materials provided by the Iowa DOT to the contractor.

6.9.7.3 Comply with the Iowa DOT's instructions for the timely Transfer of any active files and work product produced by the contractor under this Contract.

6.9.7.4 Cooperate in good faith with the Iowa DOT, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor.

6.9.7.5 Issue credit to the Iowa DOT for any payments made by the Iowa DOT for services that were inappropriately billed for services that were not rendered by the contractor.

6.9.7.6 Immediately deliver to the Iowa DOT any and all Deliverables for which the Iowa DOT has made payment (in whole or part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied as that time.

6.9.8 Unacceptable Deliverables

The contractor shall be required to perform the work for each deliverable in accordance with the terms, conditions, and representations of this Contract.

6.10 Contractor(s) Insurance Requirements

The resulting Contract will require the successful Contractor to maintain insurance coverage(s) of the type and in the amounts set forth below.

- It shall be the Contractor's responsibility to have liability insurance covering all of the project operations incident to contract completion and the Contractor(s) must have on file with the Contracting Authority a current "Certificate of Insurance" prior to award of contract. The certificate shall identify the insurance company firm name and address, contractor firm name, policy period, type of policy, limits of coverage, and scope of work covered (single contract or statewide). This requirement shall apply with equal force, whether the work is performed by persons employed directly by the Contractor(s) including a subcontractor, persons employed by a subcontractor(s), or by an independent contractor(s).

- In addition to the above, the Contracting Authority shall be included as an insured party, or a separate owner's protective policy shall be filed showing the Contracting Authority as an insured party.

- The liability insurance shall be written by an insurance company (or companies) qualified to do business in Iowa. For independent contractors engaged solely in the transportation of materials, the minimum coverage provided by such insurance shall be not less than that required by Chapter 325A, Code of Iowa, for such truck operators or contract carriers as defined therein. For all other contractors, subcontractors, independent contractors, and the Contracting Authority, the minimum coverage by such insurance shall be as follows:

- Commercial General Liability including Contractual Liability;
- Damage; Occurrence Basis Bodily Injury; Broad Form Personal Injury; Broad Form Property Damage.

Bodily Injury

The contractor will purchase and maintain throughout the term of this contract the following minimum limits and coverage:

• Each person	\$750,000
• Each accident/occurrence	\$750,000
• Workers Compensation	\$750,000
• Statutory Limits	\$750,000
• Employer's liability	\$750,000
• Occupation Disease	\$750,000

Operations

- Property Damage \$250,000 each occurrence

The Contractor(s) shall require all subcontractor(s) meet the above insurance requirements.

The Certificate of Insurance must include the following;

- Iowa Department of Transportation must be listed as an additional insured
- Proposal Number
- Proposal Description
- Letting Date and Contract Period

6.11 Performance Bond

Not required for this RFP.

6.12 Force Majeure

Neither Contractor nor the Iowa DOT shall be liable to the other for any delay or failure of performance of this Contract; and no delay or failure of performance shall constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a "force majeure". As used in this Contract, "force majeure" includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party effected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent.

Failure to perform by a subcontractor or an agent of the Contractor shall not be considered a "force majeure" unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Contract. "Force majeure" does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of Contractor; claims or court orders which restrict Contractor's ability to deliver the goods or services contemplated by this Contract.

If a "force majeure" delays or prevents Contractor's performance, the Contractor shall immediately commence to use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be reasonably determined solely by the Iowa DOT.

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

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

6.13 Payment

Payments will be made for all services throughout the contract based on deliverables successfully received.

The Iowa DOT will not pay any additional costs, altered from Response price, unless this has been approved by the Iowa DOT, prior to work performed.

6.14 Travel Expenses

Responders should include travel expenses in their cost proposal if travel will be applicable in this contract.

6.15 Care of Property

The contractor shall be responsible for the proper custody and care of any the State- owned tangible personal property furnished for the contractor’s use in connection with the performance of the contract, and the contractor will reimburse the Iowa DOT for such property’s loss or damage caused by the contractor, normal wear and tear excepted.

6.16 Contractor Conduct

The contractor shall adhere to State and other written established work rules. The Iowa DOT Workplace Environment Policies and Procedures will be provided to the contractor. These rules consist of commonly accepted, professional business conduct.

6.17 Confidential Information

6.17.1 The Contractor’s employees, agents and subcontractors may have access to confidential information maintained by the Iowa DOT to the extent necessary to carry out its responsibilities under the Contract.

The Contractor shall presume that all information received pursuant to this Contract is confidential unless otherwise designated by the Iowa DOT. The Contractor shall provide to the Iowa DOT a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract. The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Contract. The private or confidential information shall remain the property of the Iowa DOT at all times.

6.17.2 No confidential information collected, maintained, or used in the course of performance of the Contract shall be disseminated by Contractor except as authorized by law and only with the prior written consent of the Iowa DOT, either during the period of the Contract or thereafter. Any data supplied by the Iowa DOT to the Contractor or created by the Contractor in the course of the performance of this Contract shall be considered the property of the Iowa DOT. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of the Iowa DOT. The Contractor may be held civilly or criminally liable for improper disclosure of confidential information.

6.17.3 In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the Iowa DOT and cooperate with the Iowa DOT in any lawful effort to protect the confidential information.

6.17.4 The Contractor shall immediately report to the Iowa DOT any unauthorized disclosure of confidential information.

6.17.5 The Contractor's obligations under this section shall survive termination or expiration of this Contract.

6.18 Contractor Warranties

Construction of Warranties Expressed in this Contract with Warranties Implied by Law. All warranties made by the Contractor in all provisions of this Contract and the Response by the Contractor, whether or not this Contract specifically denominates the Contractor's promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to the Iowa DOT shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor.

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

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

The Contractor warrants that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel. The Contractor warrants that the deliverables under this Contract will operate in conformance with the terms and conditions of this Contract.

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

The Contractor warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that the Iowa DOT will not have any obligations with respect thereto.

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

The Contractor warrants that any software used in connection with the Internet Service shall not contain any Trojan horses, worms, viruses or other disabling devices.

The Contractor expressly warrants to the standards in the industry all aspects of the goods and services provided by it or used by the Contractor and the Iowa DOT in performance of this Contract.

Contractor warrants that during the term of this Contract and any extension or renewal term, the Contractor shall continually use and integrate the most current and up-to-date technology commercially available into the Internet Service and any components necessary for the Internet Service to function subject to the prior written approval of the Iowa DOT.

Attachment # 1 – Certification Letter

Alterations to this document are prohibited (see Section 2.13.14)

Note: Effective Date follows signature of last page

Ms. Renee R. Shirley, Director of Purchasing
Iowa Department of Transportation
Office of Finance
Purchasing Section
800 Lincoln Way
Ames, Iowa 50010

Re: PROPOSAL CERTIFICATIONS

Dear Ms. Shirley:

I certify that the contents of the Response submitted on behalf of authorized Vendor/Contractor Company name designated in response to Iowa Department of Transportation's Request for Proposal (RFP) designated on the cover page and specified following the signature line of this document are true and accurate. I also certify I have not knowingly made any false statements in the Response as the representative for the Vendor/Contractor.

Certification of Independence

I certify that I am a representative of the Contractor expressly authorized to make the following certifications on behalf of the Contractor. By submitting a Response to the RFP, I certify on behalf of the Contractor the following:

1. The Response has been developed independently, without consultation communication or agreement with any employee or consultant to the Iowa DOT or any Participating Agency, or with any person serving as a member of the evaluation committee.
2. The Response has been developed independently, without consultation, communication or agreement with any other contractor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Response has not been and will not be knowingly disclosed directly or indirectly prior to the Iowa DOT's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by the Contractor to induce any other Contractor to submit or not to submit a Response for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between the Contractor and the Iowa DOT or any Participating Agencies that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

6. I certify that, to the best of my knowledge, neither Contractor nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Response been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for, or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this RFP had one or more public transactions (federal, state, or local) terminated for cause. This certification is a material representation of fact upon which the Iowa DOT has relied upon when this transaction was entered into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available,

the Iowa DOT may pursue available remedies including suspension, debarment, or termination of the contract.

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

7. Pursuant to Iowa Code Sections 423.2(10) and 423.5(8) (2009) 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. Contractors are required to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Response to the RFP, the Contractor certifies the following: (check the applicable box)

☐ Contractor is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432; or

☐ Contractor 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) and (43).

Contractor also acknowledges that the Iowa Department of Transportation may declare the Contractor’s Response or resulting contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Iowa Department of Transportation or its representative filing for damages for breach of contract in addition to other remedies available to Iowa Department of Transportation.

Sincerely,

[Signature of authorized representative]

[Print Name and Title]

[Printed Name of Contractor Organization]

[Date]

Request for Proposal Number: _____

Attachment #2 – Authorization to Release Information Letter

Alterations to this document are prohibited (see Section 2.13.14)

Note: Effective Date follows signature of last page

Ms. Renee R. Shirley, Director of Purchasing
Iowa Department of Transportation
Office of Finance
Purchasing Section
800 Lincoln Way
Ames, Iowa 50010

Re: AUTHORIZATION TO RELEASE INFORMATION

Dear Ms. Shirley:

I certify that I am an authorized representative of the Vendor/Contractor and hereby authorize the Iowa Department of Transportation or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to Request for Proposal Number (RFP) designated on the cover page and specified following the signature line of this document.

The Contractor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Contractor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Contractor is willing to take that risk. The Contractor hereby releases, acquits and forever discharges the State of Iowa, the Iowa DOT, Participating Agencies, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Iowa DOT or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to the RFP.

The Contractor authorizes representatives of the Iowa DOT or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Contractor's Response to the RFP.

The Contractor further authorizes any and all persons, entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Contractor's Response. The Contractor hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Contractor that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Iowa DOT or the Evaluation Committee in the evaluation and selection of a successful contractor in response to the RFP.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

[Signature of authorized representative]

[Print Name and Title]

[Printed Name of Contractor Organization]

[Date]

Request for Proposal Number: _____

Attachment # 3 Requirements Check List

Section	RFP REFERENCE	PAGE NUMBER IN RESPONDER'S RESPONSE
Cover	Response Sheet	
4.3	Schedule of Prices	<i>In separate sealed envelope.</i>
2.3/2.6	Vendor signed Addenda <i>if issued</i> . Posted on internet website: www.iowadotpurchasing.com	
3	Mandatory/Desired Requirements	
4.1.3	One (1) Original hard copy (marked), and 1 Removable Media and the number of copies as specified (Procurement Timetable).	
4.1.4	One (1) Public Copy with Confidential Information Excised – If Applicable	
4.2.1	Transmittal Letter	
4.2.5	Background Information	
4.2.5.10	Sub-Contractors	
4.2.6	Experience – Including 3 References	
4.2.7	Personnel	
4.2.9	Termination, Litigation, Debarment	
4.2.10	Certification Letter (Attachment 1)	
4.2.11	Acceptance of Terms and Conditions	
4.2.12	Authorization to Release Information (Attachment 2)	
4.2.15	Work Plan	

**This page is supplied as a checklist and is not intended to be used
as an all-inclusive Response requirement**

Responder

SEALED SOLICITATION

PROPOSAL NO: _____

DESCRIPTION: _____

RESPONSE DUE DATE: _____

**Iowa Department of Transportation
PURCHASING – SEALED SOLICITATION
800 Lincoln Way
Ames, Iowa 50010**