



# Iowa Department of Transportation

## Request for Proposal For

### I-TRAVL - Automatic Vehicle Location System

Issued by:

IOWA DEPARTMENT OF TRANSPORTATION  
Procurement and Distribution  
Purchasing Section  
Proposal No. LT00808

#### Letting Date:

**November 3, 2010**

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

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

Ms. Renee Shirley, Senior Purchasing Officer  
800 Lincoln Way  
Ames, Iowa 50010  
Phone: 515-239-1578  
Fax: 515-239-1538  
E-Mail: [renee.shirley@dot.iowa.gov](mailto:renee.shirley@dot.iowa.gov)

Issued addenda will be posted to internet website:  
<http://www.iowadotpurchasing.com>

## 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
Issue RFP	cover	October 13, 2010
<b>Vendor's Conference (Pre-Bid)</b> <input type="checkbox"/> <i>Box will be checked when attendance is mandatory</i>	2.5	N/A
DOT Response from Vendor's Conference Questions	2.5	N/A
Vendor Questions, Requests for Clarification, & Changes <i>(no later than)</i>	2.2/2.6	October 20, 2010
DOT Response to Questions Issued <i>(no later than)</i>	2.2/2.6	October 26, 2010
Bid Opening/Proposal Due 3 of copies	2.8/2.9	November 3, 2010
Presentations & Demonstrations "Short list" <i>(by invitation only)</i>	2.24/ 5.3.1	November 15-18, 2010
Announce Successful Bidder Intent to Award* <i>see note below</i>	2.24	November 19, 2010
Completion of Contract Negotiations & Execution of the Contract	2.26	November 29, 2010
Contract Begins	Bid Response/ 6.2	December 13, 2010
Contract Length Start Date --- End Date --- Renewals	6.2	Start: December 13, 2010 End: June 30, 2016 Renewal: 1 year

**\*Intent to Award MATCH SECTION 4.2.13**

It is intended that proposals will be evaluated and a notice of intent to award will be issued within thirty (30) days of the deadline for receipt of proposals. Proposal 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.

**Pre-Bid Vendor Conference Details – N/A**

**Presentation and Demonstrations:** Iowa DOT- Ames, IA. See Section 2.35 and Section 3.3.1.1



Office of Procurement and Distribution  
800 Lincoln Way  
Ames, IA 50010

		Date Bids Due: November 3, 2010	Time of Bid Opening: 1:00 P.M.	
Proposal Number: LT00808	Commodity Description: I-TRAVL Automatic Vehicle Location System		Bid Opening Location: Ames, IA	
Contract to Begin: December 13, 2010	Date of Completion: June 30, 2016	Proposal Guaranty Amount: none		Liquidated Damages: As specified in proposal.
Purchasing Agent to contact for additional info.: Renee R. Shirley		e-mail: <a href="mailto:renee.shirley@dot.iowa.gov">renee.shirley@dot.iowa.gov</a>	Phone: 515-239-1578	Fax: 515-239-1538
Company Name:			Federal Tax ID:	
Street Address:		City:	State:	Zip Code:
Individual preparing bid (type or print):	e-mail:	Phone:		Fax:
Will you sell these items/services to political subdivisions within the State of Iowa under the same prices, terms and conditions as specified? <input type="checkbox"/> Yes <input type="checkbox"/> No		Are you an Iowa Targeted Small Business? <input type="checkbox"/> Yes <input type="checkbox"/> No		

**GENERAL INFORMATION**

This bid package includes the proposal, schedule of prices, standard terms and conditions, supplemental terms, specifications, mailing label and other information you need to prepare your bid. The pages of the document labeled "Bid response" must be typed or completed in ink, signed, and returned in a flat style envelope prior to the bid opening date and time. Please use the furnished mailing label, or indicate on your return bid by marking "Iowa Department of Transportation, proposal number & letting date" on the outside of the return envelope. The bidder may personally deliver, mail, or select a carrier that ensures timely delivery. **Faxed bids will not be accepted.**

If required, each bid must be accompanied by a proposal guaranty in an accepted form, in the sum indicated above. Refer to the Standard Terms and Conditions for the accepted forms in which the proposal guaranty requirement may be fulfilled. Bids lacking a required proposal guaranty will not be considered for award. If the contractor fails to enter into a formal contract within fifteen (15) days after award is made, the proposal guaranty may be retained by the State.

**PROPOSAL STATEMENT**

The entire contents of this Proposal, Addendums to the Proposal, Specifications, Supplemental Terms and Conditions, Standard Terms and Conditions, and Schedule of Prices shall become part of the contract.

We promise to enter into a contract within fifteen (15) days after award or forfeit the proposal guaranty furnished herewith.

We promise to furnish all materials, equipment and/or services specified, in the manner and the time prescribed, at prices hereinafter set out.

We certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor, or potential competitor; and that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor.

We certify that all materials, equipment and/or services proposed meet or exceed the specifications and will be supplied in accordance with the entire contents of this proposal. We promise to complete the contract within the contract period, or pay any liquidated damages, if stipulated, for each calendar day as set forth in the bid documents.

Signed \_\_\_\_\_ Date \_\_\_\_\_

**Iowa Department of Transportation  
Schedule of Prices Proposal No: LT00808**

**I-TRAVL - Automatic Vehicle Location System**

Part Description	Unit Price	Total
<b>Hardware</b>		
Vehicle		
installation		
<b>Hardware Subtotal</b>		
<b>Software</b>		
Provide all software cost detail		
<b>Software Subtotal</b>		
<b>Project Management</b>		
Training		
Database Setup /Equipment Installation/ Integration		
<b>Project Subtotal</b>		
<b>Subtotal Fixed Costs</b>		
<b>Recurring Costs</b>		
Maintenance		
<b>Subtotal Recurring Cost</b>		
<b>Travel</b>		
<b># of trips per person</b>		
<b>est. # of trips</b> _____		
<b>Total System Cost</b>		

Unit cost per vehicle-includes  
hardware and software licenses

I HEREBY CERTIFY THAT THIS PROPOSAL MEETS OR EXCEEDS THE MINIMUM REQUIREMENT 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: \_\_\_\_\_

# Iowa Department of Transportation

## PURCHASING PROPOSAL

### Standard Terms and Conditions

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

- Addendums
- Purchasing Proposal/Schedule of Prices
- Specifications, Plans and Drawings
- Supplemental Terms and Conditions
- Standard Terms and Conditions

For example, if there is a statement in the specifications that contradicts a statement in the Standard Terms and Conditions, the statement in the specifications shall apply.

**Preparation of Proposal:** All proposals must be completed in every respect and must clearly answer all questions contained in the proposal. Bids must be typed or completed in ink on the forms supplied by the department. **You must sign your bid and seal it in the envelope.** Bids must be received prior to the bid opening date and time. The bidder may personally deliver, mail, or select a carrier that ensures timely delivery

**Proposal Guaranty:** If required, a proposal guaranty, in the sum listed on the proposal form, can be supplied in one of the following ways: (1) A certified check or credit union certified share draft, cashier's check, or bank draft, drawn on a solvent bank or credit union, may be certified furnished with your bid. 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 bidder. If payable to the bidder, the check or draft shall be endorsed, without qualifications, to the Iowa DOT by the bidder or his authorized agent. (2) An insurance or surety company may be retained to provide a bond in fulfillment of the proposal guaranty requirement. A properly completed and signed copy of the Proposal Guaranty (Form 131071) must accompany the bid. The Iowa DOT's Proposal Guaranty form must be used, no other forms or formats will be accepted.

**Bid Opening:** Bid Openings are public and conducted at the Ames complex unless otherwise specified. Proposals received after the time of the bid opening will be returned unopened.

**Debarment and Vendor Suspension:** By submitting a proposal, 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.

**Communications:** Questions concerning this proposal should be directed to the Purchasing Agent listed on the Purchasing Proposal. Inquiries can be written, phoned, or faxed. In all cases, written communication will take precedence over verbal communication.

**Acceptance/Rejection:** The State of Iowa reserves the right to accept or reject any or all bids and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any vendor, in the judgement of the Iowa DOT. The Iowa DOT also reserves the right to accept that bid which is deemed to be in the best interests of the state. Any unauthorized changes, additions, or conditional bids including any ties to another bid or proposal or any reservations about accepting an award or entering into a contract, may result in rejection of the bid. Bids must remain available for award for thirty (30) days from date of bid opening.

**Method of Award:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified. By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa.

**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", Iowa Administrative Code.

**Bid Results & Disclosure:** A bid tabulation will be sent to all responsive bidders with an award recommendation indicated. At the conclusion of the selection process, the contents of all proposals will be placed in the public domain and be open to inspection by interested parties, 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 proposal.

**Contracts:** Successful contractor(s) may be sent either a formal Contract or a Notification of Award as confirmation of acceptance and award. Contracts shall be for the term stated on the Proposal and may be extended for additional period(s) under the same terms and conditions upon mutual agreement. The contractor may not assign the contract to another party without written authorization from the Office of Procurement and Distribution.

**Pricing and Discount:** Unit prices shown on the bid/proposal shall be quoted as the price per unit (e.g., gal., case, each, etc.) as stated on the request. If there is a discrepancy between the unit bid prices, extension, or total amount of bid, the unit prices shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase. Discounts for early payment are allowed, but not considered in award of the contract.

**Taxes:** Prices quoted shall not include state or federal taxes from which the state is exempt. Exemption certificates will be furnished upon request.

*Faxed bids will not be accepted.*

**Payment Terms:** The Iowa DOT will normally pay properly submitted vendor invoices within fifteen (15) days of receipt, providing goods and/or services have been delivered, installed or inspected (if required), and accepted. Invoices presented for payment must be only for quantities received by the Iowa DOT, must reference the purchase order number, and be submitted for processing.

**Quality:** 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.

**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. When bidding recycled items or alternatives, note on your bid the recycled content, if known.

**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 bid.

**Default:** Failure of the contractor to adhere to specified delivery schedules or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract 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 this contract.

**Ames Deliveries:** Materials delivered to the Distribution Center's Receiving Section, 800 Lincoln Way, Ames, IA shall be delivered between the hours of 7:30 a.m. and 3:30 p.m. on any day except Saturday, Sunday, or a holiday. For deliveries to locations other than the Distribution Center, the contractor may wish to contact the destination location for available times to deliver, as some Iowa DOT offices and locations work a non-standard work week.

**Delivery:** Deliveries shall be F.O.B. destination unless otherwise specified. All deliveries shall be accompanied by a packing slip indicated the vendor, quantities shipped, and the purchase order number(s). All delivery charges shall be included in the bid price and paid by the contractor. No collect or C.O.D. deliveries will be accepted. When entering into a contract, the contractor shall notify the freight company that all freight and delivery charges are to be prepaid by the contractor. The Iowa DOT will not be liable for any freight claims or unpaid freight bills arising from this contract.

**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 this contract and which in any manner affect the work or its conduct. Any legal action relating to the contract shall only be commenced in the Story County, Iowa, District Court or the United States District Court for the Southern District of Iowa.

**Administrative Rules:** For Additional details on the rules governing the actions of the Office of Procurement and Distribution refer to 761 IAC, Chapter 20, Iowa Administrative Code, entitled "Procurement of Equipment, Materials, Supplies and Services".

**Equal Opportunity:** Firms submitting bids must be an "Equal Opportunity Employer" as defined in the Civil Rights Act of 1964 and in Iowa Executive Order Number Thirty-four.

**Affirmative Action:** The contractor (and also subcontractor, vendor, 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.

**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 (515-281-7357). Contractors shall take documented steps to encourage participation from Targeted Small Businesses for the purpose of subcontracting and supplying of materials.

**Interest in Contract:** 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.

**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 this contract.

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**Envelope label**

## Section 1 Introduction

### 1.1 Purpose & Overview of the RFP Process

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Vendors/Contractors 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 RFP cover sheet, and the Iowa DOT may extend the contract(s) for up to the number of annual extensions identified on the RFP cover sheet at the sole discretion of the Iowa DOT. Any contract(s) resulting from the RFP shall not be an exclusive contract.

Vendors/Contractors will be required to submit their responses in hardcopy and (a form of removable media (such as a CD-ROM or flash drive). It is the intention of the Iowa DOT to evaluate proposals from all responsible Vendors that submit timely Responsive Bid Proposals, and award the contract(s) in accordance with Section 5, Evaluation and Selection.

### 1.2 Project Background

For information on the Project Background, see Section 3.1.

### 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 “Bid Proposal”** means the Vendor or Contractor’s bid or proposal submitted in response to the RFP.

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

**1.3.3 “Contractor” or “Vendor”** means vendors submitting Bid Proposals in 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 agency or agencies identified on the RFP cover sheet as Participating Agencies and any other agency that decides to utilize the Resulting Contract.

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

**1.3.7 “Purchase Instrument”** means the documentation issued by the State to the Contractor 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 Contractor should submit the invoices, and any other requirements deemed necessary by the State. Any preprinted contract terms and conditions included on Contractor’s forms or invoices shall be null and void.

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

**1.3.9 “Responsive Bid Proposal”** means a Bid Proposal that complies with the material provisions of this RFP.

**1.3.10 “RFP”** means this Request for Proposals 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 Declarations & Execution Page(s), and all state agencies, boards, and commissions, and any political subdivisions making purchases off of the Resulting Contract as permitted by this RFP.

**1.4 Acronyms** (*if needed*) the following list contains acronyms used in the RFP.

ANSI	American National Standards Institute
API	Application Program Interface
AVL	Automated Vehicle Location
CAN	Controller Area Network
COTS	Commercial Off the Shelf
DMS	Dynamic Message Sign
DOT	Department of Transportation
EDI	Electronic Data Interface
ETA	Enterprise Technical Architecture
GIS	Geographic Information System

GPS	Global Positioning System
MACH	Mobile Architecture for Communications Handling ( <a href="http://www.teginc.com/TEG_Frame_Products_MACH.html">http://www.teginc.com/TEG_Frame_Products_MACH.html</a> )
RMS	Resource Management system. Iowa DOT created system for storage and reporting of time and materials related to highway maintenance.
IT	Information Technology

LRM	Linear Referencing Method
LRS	Linear Referencing system ( <a href="http://www.iowadot.gov/gis/LRS/intro.htm">http://www.iowadot.gov/gis/LRS/intro.htm</a> )
MACH	Mobile Architecture for Communications Handling  <a href="http://www.teginc.com/">http://www.teginc.com/</a>
MDSS	Maintenance Decision Support System
NEMA	National Electronic Manufacturers Association
RFP	Request For Proposal
RMS	Resource Management System
RWIS	Road / Weather information System
SOAP	Simple Object Access Protocol
SQL	Standard Query Language
TCP/IP	Transmission Control Protocol / Internet Protocol
USB	Universal Serial Bus
VB	Virtual Basic
WAAS	Wide Area Augmentation System
XML	eXtensible Macro Language

## Section 2 Administrative Information

### 2.1 Issuing Officer

The Issuing Officer, 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 vendor).

### 2.2 Restriction on Communication

From the issue date of this RFP until the notice of intent to award is issued (announcement of the successful vendor), vendors may contact only the Issuing Officer.

The Issuing Officer will respond only to questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted in writing to the Issuing Officer 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. Vendors may be disqualified if they contact any state employee other than the issuing officer. Exception: Vendors may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses. See section 2.32.

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 the Vendor verbally shall not be considered part of that Vendor's proposal. Only written communications from the Vendor and received by the Department shall be accepted.

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

### 2.3 Downloading the RFP from the Internet

All addendums will be posted on the Department's home page at [www.iowadotpurchasing.com](http://www.iowadotpurchasing.com). The vendor is advised to check the Iowa DOT's home page periodically for addendums to this RFP, particularly if the vendor downloaded the RFP from the Internet as the vendor may not automatically receive addendums. If the vendor received this RFP as a result of a written request to the Iowa DOT, the vendor will automatically receive addendums.

It is the Vendor's sole responsibility to check daily for Addenda to posted documents.

Note: If you download the RFP from the internet, you must complete and return the Fax Back Sheet found on the Iowa DOT Purchasing website. (Link is listed in the above paragraph.) This sheet informs the purchasing officer of a downloaded version and once received by the Iowa DOT, the vendor is added to the plan holder list to ensure notice of addendums.

## **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 Vendor submission, the Iowa DOT will issue an addendum to the RFP. All times listed are Central Times.

## **2.5 Questions, Requests for Clarification, and Suggested Changes**

Vendors are invited to submit written questions and requests for clarifications regarding the RFP. Vendors 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 Issuing Officer on or before the deadline stated in the Procurement Timetable (*on the page immediately following the RFP cover*). Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, the page and section number(s) must be referenced.

Written responses to questions, requests for clarifications, or suggestions will be sent on or before the deadline stated in the Procurement Timetable (*on the page immediately following the RFP cover*) to vendors who received RFP's. The Iowa DOT's written responses 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.

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 bidder must inform themselves fully of the conditions relating to the proposal. Failure to do so will not relieve a successful bidder of their obligation to furnish all services required to carry out the provisions of his contract. Insofar, as possible, the Contractor, in 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 contractor.

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

## **2.6 Amendment to the RFP and Vendor Bid Proposal and Withdrawal of Bid Proposal**

The Iowa DOT reserves the right to amend the RFP at any time. The vendor shall acknowledge receipt of an addendum in its proposal. If the amendment occurs after the closing date for receipt of bid proposals, the Iowa DOT may, in its sole discretion, allow vendors to amend their bid proposals in response to the Iowa DOT's amendment if necessary.

### **Amendment by Vendor**

The vendor may amend its bid proposal. The amendment must be in writing, signed by the vendor and received by time set for the receipt of proposals. Electronic mail and faxed amendments will not be accepted.

Vendors who submit proposals in advance of the deadline may withdraw, modify, and resubmit proposals at any time prior to the deadline for submitting proposals. Vendors must notify the Issuing Officer in writing if they wish to withdraw their proposals. A Vendor shall not withdraw its Proposal or its prices prior to the end of the one hundred and eighty (180) day period immediately following the notice of intent to award a contract.

## **2.7 Submission of Bid Proposals**

The Department must receive the bid proposal at the Department of Transportation, Office of Procurement and Distribution, 800 Lincoln Way, Ames, Iowa 50010 before the deadline stated in the Procurement Timetable (*on the page immediately following the RFP cover*). This is a mandatory requirement and will not be waived by the Iowa DOT. Any bid proposal received after this deadline will be rejected and returned unopened to the vendor.

Vendors mailing bid proposals must allow ample mail delivery time to ensure timely receipt of their bid proposals. It is the vendor's responsibility to ensure that the bid proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the bid proposal. Electronic mail and faxed bid proposals will not be accepted.

Vendors must furnish all information necessary to evaluate the bid proposal. Bid proposals that fail to meet the mandatory requirements of the RFP will be disqualified. Verbal information provided by the vendor shall not be considered part of the vendor's proposal.



## **2.8 Bid Proposal Opening**

The Iowa DOT will open bid proposals at the deadline stated in the Procurement Timetable (*on the page immediately following the RFP cover*). The bid proposals will remain confidential until the Evaluation Committee has reviewed all of the bid proposals submitted in response to this RFP and the Iowa DOT has announced a notice of intent to award a contract. See Iowa Code Section 72.3.

The names of the Vendors who submit proposals within the time frame permitted will be supplied to any person who requests such information after the proposal due date (opening). The announcement of names of Vendors who submitted a proposal **does not** mean that an individual proposal has been deemed technically compliant or that it has been accepted for evaluation.

## **2.9 Costs of Preparing the Bid Proposal**

The costs of preparation and delivery of the bid proposal are solely the responsibility of the vendor.

No payments shall be made by the State to cover costs incurred by any Vendor in the preparation of or the submission of this RFP or any other associated costs.

## **2.10 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 a bid opening, contact the issuing officer designated on the cover page.

## **2.11 Rejection of Bid Proposals**

The Iowa DOT reserves the right to reject any or all bid proposals, 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 vendors with the information necessary to prepare a competitive bid proposal. 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 vendor to provide services.

It is not intended to be comprehensive and each vendor is responsible for determining all factors necessary for submission of a comprehensive bid proposal.

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

## **2.12 Disqualification**

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

**2.12.1** The vendor fails to deliver the bid proposal by the due date and time.

**2.12.2** The vendor fails to deliver the cost proposal in a separate envelope.

**2.12.3** The vendor states that a requirement of the RFP cannot be met.

**2.12.4** The Vendor's Bid Proposal materially changes a requirement of the RFP or the Bid Proposal is not compliant with the requirements of the RFP.

**2.12.5** The vendor's response limits the rights of the Department.

**2.12.6** The vendor 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.

**2.12.7** The vendor fails to respond to the Department's request for information, documents, or references.

**2.12.8** The vendor fails to include a proposal guaranty, also known as bid bond or bid security, *if required*. See Bid Response and Section 4.2.14.

**2.12.9** The vendor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in section 4 of this RFP.

**2.12.10** The vendor 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.

**2.12.11** The vendor initiates unauthorized contact regarding the RFP with state employees.

**2.12.12** The vendor provides misleading or inaccurate responses.

**2.12.13** The vendor fails to attend the mandatory Vendors Conference.

**2.12.14** The vendor's Bid Proposal is materially unbalanced.

**2.12.15** There is insufficient evidence (including evidence submitted by the vendor and evidence obtained by the Department from other sources) to satisfy the Department that the vendor is a Responsible Contractor.

**2.12.16** The vendor alters the language in:

Attachment 1, Certification Letter

Attachment 2, Authorization to Release Information letter.

### **2.13 Nonmaterial and Material Variances**

The Iowa DOT reserves the right to waive or permit cure of nonmaterial variances in the bid proposal 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 vendors; 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 vendor from full compliance with RFP specifications or other contract requirements if the vendor is awarded the contract. The determination of materiality is in the sole discretion of the Iowa DOT.

### **2.14 Reference Checks**

The Iowa DOT reserves the right to contact any reference to assist in the evaluation of the bid proposal, to verify information contained in the bid proposal and to discuss the vendor's qualifications and the qualifications of any subcontractor identified in the bid proposal.

### **2.15 Information From Other Sources**

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

### **2.16 Verification of Bid Proposal Contents**

The content of a bid proposal submitted by a vendor is subject to verification. Misleading or inaccurate responses shall result in disqualification and rejection of the bid proposal.

### **2.17 Criminal History and Background Investigation**

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

## **2.18 Bid Proposal Clarification Process**

The Iowa DOT reserves the right to contact a vendor after the submission of bid proposals for the purpose of clarifying a bid proposal to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the vendor has provided goods or services to the Iowa DOT or any other political subdivision wherever located, or requests for corrective pages in the vendor's bid proposal. The Iowa DOT will not consider information received if the information materially alters the content of the bid proposal or alters the type of goods and services the vendor is offering to the Iowa DOT. An individual authorized to legally bind the vendor 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 of the bid proposal as non-compliant.

## **2.19 Disposition of Bid Proposals**

All proposals become the property of the Iowa DOT) and shall not be returned to the vendor unless all bid proposals are rejected or the RFP is cancelled. In either event, vendors will be asked to send prepaid shipping instruments to the Iowa DOT for return of the bid proposals submitted. In the event the Iowa DOT does not receive shipping instruments, the Iowa DOT will destroy the bid proposals. Otherwise, at the conclusion of the selection process, the contents of all bid proposals will be in the public domain and be open to inspection by interested parties except for information for which vendor properly requests confidential treatment or is subject to exceptions provided in Iowa Code Chapter 22 or other applicable law.

## **2.20 Public Records and Requests for Confidential Treatment**

The Iowa DOT may treat all information submitted by a vendor as public information following the conclusion of the selection process unless the vendor properly requests that information be treated as confidential at the time of submitting the bid proposal. The Iowa DOT release of information is governed by Iowa Code chapter 22. Vendors are encouraged to familiarize themselves with chapter 22 before submitting a proposal. 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 vendor's Bid Proposal. In addition, the vendor 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 vendor to respond to any inquiries by the Iowa DOT concerning the confidential status of the materials.

Any bid proposal submitted which contains confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. 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 bid proposal as confidential may be deemed non-responsive and disqualify the vendor.

If the vendor designates any portion of the RFP as confidential, the vendor must submit one copy of the bid proposal from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in section 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 bid proposal 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 vendor seven calendar days prior to the release of the information to allow the vendor 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 vendor'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 vendor may have had.

## **2.21 Copyrights**

By submitting a bid proposal, the vendor agrees that the Iowa DOT may copy the bid proposal for purposes of facilitating the evaluation of the bid proposal or to respond to requests for public records. The vendor consents to such copying by submitting a bid proposal 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 bid proposals.

## **2.22 Release of Claims**

By submitting a bid proposal, the vendor 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 vendor with pertinent information as intended by this RFP.

## **2.23 Evaluation of Bid Proposals Submitted**

Bid proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with Section 5 of the RFP. The Iowa DOT will not necessarily award any contract resulting from this RFP to the vendor offering the lowest cost to the Iowa DOT. Instead, the Iowa DOT will award the contract to the compliant vendor whose proposal receives the most points in accordance with the evaluation criteria set forth in section 5 of this RFP and subject to approval of the Iowa DOT Director.

The evaluation and selection of a contractor will be based on; the information submitted in the proposal, references and required presentations and demonstrations. Bidders 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 proposal. Contractors may supply removable media (CDROM or flashdrive) or web site addresses to help demonstrate certain features of the proposal, to help clarify the written response to the proposal or to demonstrate new concepts.

Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

## **2.24 Award Notice and Acceptance Period**

Notice of intent to award the contract(s) will be sent to all vendors submitting a timely bid proposal. 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 Contractor 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 vendor the Iowa DOT believes will provide the best value to the State.

After notification of the intent to award is made, and under the supervision of Iowa DOT staff, copies of proposals will be available for public inspection. Proposals will be available between the hours of 7:30 a.m. to 4:00 p.m. at Office of Procurement & Distribution, Purchasing Section, 800 Lincoln Way, Ames, IA. Bidders are encouraged to make appointments to ensure that space is available for the review.

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

*Bidder may request copies of proposal with the agreement in writing to the purchasing officer to reimburse the cost of \$0.21 per black and white copy, and \$0.82 per color page. If bidder desires all copies in black and white, this must be stated in request.*

## **Award**

The award may be granted to the highest scoring responsive, responsible Bidder. It is the intent of the Iowa DOT to award the contract to the responsible contractor whose bid conforms to the RFP and is the most advantageous to the Iowa DOT, price and other factors considered.

### **2.25 No Contract Rights until Execution**

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

### **2.26 Choice of Law and Forum**

This RFP and the resulting contract are to be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the resulting contract. 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 this contract and which in any manner affect the work or its conduct. Vendors are responsible for ascertaining pertinent legal requirements and restrictions.

Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum. Any legal action relating to the contract shall only be commenced in the Story County, Iowa, District Court or the United States District Court for the Southern District of Iowa.

### **2.27 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. Vendors 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.*

## **2.28 No Minimum Guaranteed**

The Iowa DOT anticipates that the selected vendor will provide services as requested by the Iowa DOT. The Iowa DOT will not guarantee any minimum compensation will be paid to the vendor or any minimum usage of the vendor's services.

## **2.29 Conflicts Between Terms**

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

## **2.30 Licenses, Permits And Inspections**

The Vendor 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. The Vendor shall pay for all licenses, permits and inspection fees required for its work. The Vendor must furnish copies of all approved inspection certificates and approvals from authorities having jurisdiction in a timely fashion upon completion of the work.

## **2.31 News Releases**

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

## **2.32 Targeted Small Business Program**

The 1986 Iowa Legislature enacted legislation relating to procurement from Iowa Targeted Small Businesses. (Iowa Code, Chapter 73 and Iowa Administrative Code rules 820--[01,B] Chapter 2). It is hereby agreed that when entering into a contract with the State of Iowa, the vendor/contractor will take documented steps to encourage participation from TSB's for the purpose of subcontracting and supplying of materials.

A list of Targeted Small Business Contractors is available on the Internet at <https://dia.iowa.gov/tsb> and *click on* Search Targeted Small Businesses.



### **2.33 Criminal History and Background Investigation**

The Contractor hereby explicitly authorizes the Department to conduct criminal history and/or other background investigation(s) of the Contractor, its officers, directors, shareholders, partners and managerial and supervisory personnel retained by the Contractor for the performance of the contract.

### **2.34 Vendors' Conference (Pre-Bid)**

If the Procurement Timetable indicates a Vendors' conference will be held in conjunction with this RFP, it will be held at the date, time, and location listed on the Procurement Timetable *immediately following the cover page*. If Attendance at the Vendors conference is a mandatory requirement to submit a proposal, it will be indicated on the Procurement Timetable. The purpose of the vendors' conference is to discuss with prospective vendors the work to be performed and allow prospective vendors an opportunity to ask questions regarding the RFP. Verbal discussions at the vendors' 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. A copy of the questions and answers will be sent to vendors who submit a letter of intent to bid.

### **2.35 Presentation and Demonstrations**

Vendors may be required to make a presentation of the Bid Proposal. If the Procurement Timetable indicates Presentation and Demonstrations will be held in conjunction with this RFP, it will be held at the date, time, and location listed on the Procurement Timetable *immediately following the cover page*.

All Vendors submitting proposals may not have an opportunity to interview and/or demonstrate. The highest scoring Bidder(s) shall be required to make oral presentations and demonstrations to supplement their proposals. The presentation may occur at the Iowa DOT offices or at the offices of the Vendor. The presentations and demonstrations, the location, order, and schedule is at the sole discretion of the Iowa DOT. The presentation may include slides, graphics and other media selected by the vendor to illustrate the vendor's bid proposal. The presentation shall not materially change the information contained in the bid proposal. The Iowa DOT will make every reasonable attempt to schedule each oral presentation at a date and time agreeable to the Bidder.

Failure of a Successful Bidder to complete a scheduled presentation to the Iowa DOT location for the date established in the Procurement Timetable may result in rejection of that Bidder's proposal.

Vendor's key personnel will be required to participate in the presentation and demonstration to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, their expertise and their management style. Only representatives of the State and the presenting Vendor will be permitted to attend the oral presentations and demonstrations.

The successful demonstration of the Bidder's product(s) and/or service(s) does not constitute acceptance of award by the Iowa DOT. Any product(s), service(s) and/or expenses incurred furnished by the Bidder for the purposes of this demonstration must be substantially identical in every respect to those that will be furnished if a contract results.

Once the demonstrations have been completed the State reserves the right to make a contract award without any further discussion with the potential Vendors regarding the proposals received.

Detailed notes of demonstrations 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 proposal contents. The State reserves the right to record the interviews and/or demonstrations on audio or videotape.

Any cost(s) incidental for the interviews and/or demonstrations shall be the sole responsibility of the Vendor.

## Section 3 Specifications and Technical Requirements

### 3.1 Overview

The following specifications identify current technologies that can be used to provide desired functionality for a deployed Iowa Department of **TR**ansportation **A**utomatic **V**ehicle **L**ocation (I-TRAVL), master system. Automatic Vehicle Location (AVL) specifications have been determined for a deployment that meets the preliminary operational high-level needs that have been identified by the Iowa DOT.

One of the key elements is the integration of data from the new AVL system into the Iowa DOT's Resource Management System (RMS). Iowa DOT Maintenance staff currently enters "snow plow routes" and "material used" data into the RMS system. Automating the data flow from the field vehicles into the RMS system via the proposed AVL system will not only improve data accuracy but will minimize the amount of labor it takes to manually populate the vehicle data.

At the very high level the project will consist of:

- In-Vehicle Hardware
- Field Communications
- Management Software
- Network Servers

Additionally, the systems that need to be interfaced include:

- Mobile Networking
- Iowa DOT Resource Management System (RMS)
- SQL Server Database
- Oracle Database
- In-Vehicle Bus
- Vendor Supplied Operating Software
- Iowa DOT Geospatial Infrastructure
- Mobile Architecture for Communication Handling (MACH)
- Multi Level Linear Referencing System (LRS)

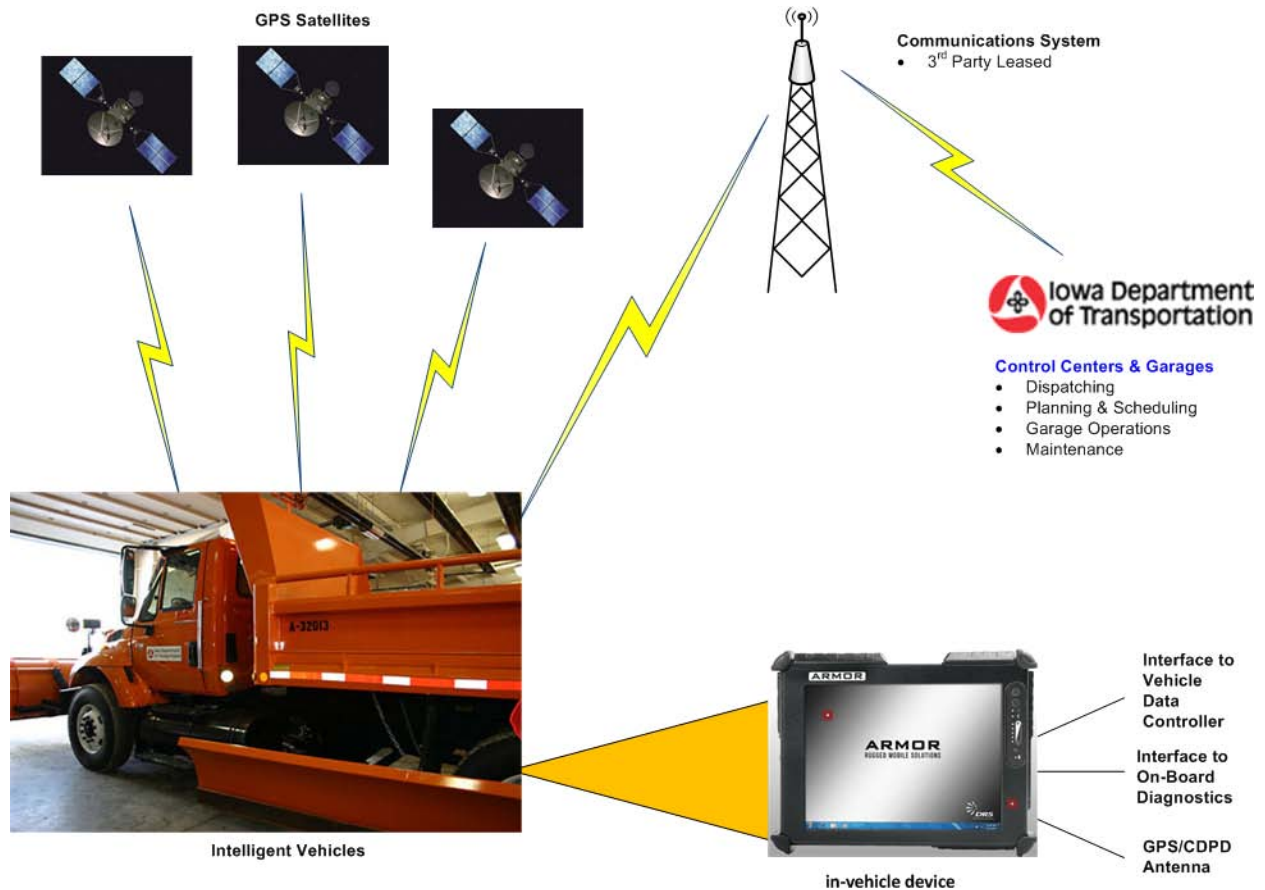
An AVL system typically includes the following functionality:

- Vehicle Tracking
- Field Communications
- In-Vehicle Information
- Winter Maintenance Management
- Maintenance Decision Making
- Materials Tracking
- Construction and Maintenance Management
- Working Monitoring
- Inventory and Asset Management
- Data Archiving and Reports

The current operational approach to this project is the ability to move a device from vehicle to vehicle within the Iowa DOT fleet. This would allow the same device to move from winter operations (plowing, sanding) to summer operations (mowing, weed, spraying and/or paint striping). This will maximize the use of the equipment and the annual investment in communications. To make the transition relatively simple, the in vehicle device will plug into a vehicle data controller, which will serve as the connection to each vehicle's unique set of sensors.

This information will be sent to a central database and disseminated where garage supervisors and others can monitor fleet performance and generate stand-alone reports in near real-time. After review from supervisors, data can be transferred to the Resource Management System and other systems including GIS.

**FIGURE 1: AVL SYSTEM ARCHITECTURE**



The Iowa DOT manages a fleet of over 2500 vehicles of which over 950 are classified as trucks. The initial priority for consideration would be to install the AVL system in a combination of 20 selected snow plows and supervisor vehicles. With the expansion of the system, to all vehicles involved in winter maintenance activities in the coming years as budgets will allow. Migration to summer maintenance activities would logically follow next as time and budgets allow.

## 3.2 Project Purpose/Background

### 3.2.1 Purpose

The purpose of this project is to procure a fully integrated Advanced Vehicle Location (AVL) system for Iowa DOT's Office of Maintenance for use in its fleet vehicles to track material usage and vehicle performance.

### 3.2.2 Background

Accurate AVL systems can be extremely beneficial in the management and daily operations of a statewide maintenance fleet program by providing:

- Tools to better monitor maintenance systems, including data necessary for managers and operators to make informed and timely

- operational decisions (e.g., understanding the necessary amount of de-icing chemicals to apply to particular stretches of road);
- Tools to better track the resources (vehicle, personnel, materials, etc) used to maintain specific roadway segments.
- Planning information to other stakeholders such as city and regional transportation agencies or metropolitan planning organizations with adjoining responsibilities;
- Useful traveler information for dissemination to the public (i.e., icy road alerts).

An AVL system will enable real-time data dissemination based on information provided by in-vehicle sensors and weather reports. The data can then be used to plan maintenance activities and direct the maintenance vehicles to carry out the planned activities.

With the deployment, the AVL system can provide Iowa DOT with an automated real-time system that is simple to operate, and reliably collects and disseminates data in a useable format based on information provided by in-vehicle sensors and other sources (i.e., weather reports). This system will allow Iowa DOT to streamline its maintenance functions by using data to make informed maintenance decisions simply and efficiently.

### **3.3 Phases**

This initiative will be phased approach. The first deployment specifications are defined below. . Upon successful deployment, the Iowa DOT has the sole discretion of adding phased deployments after Phase 1. *There is no guarantee that any additional system hardware, software, installation, maintenance or support will extend past the initial first phase.*

#### **3.3.1 Phase 1**

This first deployment shall consist of all necessary sensors to monitor plow(s), tailgate spreader(s) and thermometers to make operational an estimated 10 vehicles in the Oskaloosa Maintenance Garage and estimated 10 vehicles in Waterloo Maintenance Garage. Current existing inventory of each plow is summarized in the tables below.

Phase 1 deployment will include but not be limited to:

##### **In Vehicle Hardware**

- Installation of sensors on each vehicle as identified in the tables
- Installation of the in-vehicle AVL system to capture sensors outputs in real-time
- Installation of hardware and connections to interface with the current Spreader Control equipment

- Installation of a touch screen display to manage and display in-vehicle information, installation of Iowa DOT approved 3G cellular communications
- Integration with the MACH servers.
- Training of all necessary systems for operators, supervisors and administrators.

Oskaloosa Maintenance Garage (1970 Iowa 92, Oskaloosa IA, 52577-8704)

Truck Number	Vehicle Year	Vehicle Identificaiton Number (VIN)	Spreader Control Vendor	Plows			Tail Gate Spreader			Sprague Roadwatch Thermometer
				Base	Under Body Plow (UBP)	Medium Duty Front Wing (MDFW)	Single Spreader	Dual Spreader	Zero Velocity Spreader	
A#32893	2011	1HTWAAAR0BJ255502	Spread Smart		Yes	No		Yes		None
A#31387	2004	1HTWXAHT64J021349	Raven 710		Yes	MDRW		Yes		None
A#29863	1999	1HTSCAAN9XH612356	Raven 700		No	No	Yes			None
A#32544	2009	1HTWAAAR49J077748	Spread Smart		Yes	No		Yes		Yes
A#30115	2000	1HTSHADT9YH247030	Raven 710		Yes	MDRW	Yes			None
A#29869	1999	1HTSHADR7XH612369	Raven 700		Ice Blade	HD Wing	Yes			Yes
A#32050	2007	1HTWPAZT87J386599	Monroe MC 840		Yes	MDRW		Yes		Yes
A#30464	2000	1HTSHADT41H328295	Raven 710		Yes	MDRW	Yes			Yes
A#32545	2009	1HTWAAAR69J077749	Spread Smart		Yes	No		Yes		Yes
A#28428	1995	1HTSCAAN9SH658875	Raven 700		No	LDMM	Yes			Yes

Waterloo Maintenance Garage (2930 North Court Street, Waterloo, IA 52501-1168)

Truck Number	Vehicle Year	Vehicle Identificaiton Number (VIN)	Spreader Control Vendor	Plows			Tail Gate Spreader			Sprague Roadwatch Thermometer
				Base	Under Body Plow (UBP)	Medium Duty Front Wing (MDFW)	Single Spreader	Dual Spreader	Zero Velocity Spreader	
A#32902		1HTWPAZT5BJ255512	Spread Smart		Yes	HD Wing		Yes		None
A#32901		1HTWPAZT3BJ255511	Spread Smart		Yes	HD Wing		Yes		None
A#32846		1HTWAAAR6AH189866	Spread Smart		No	LDMM Wing		Yes		None
A#32825		1HTWAAAR6AJ189844	Spread Smart		Yes	No Wing		Yes		Yes
A#32563		1HTWAAAR99J077793	Spread Smart		No	LDMM Wing		Yes		Yes
A#32562		1HTWAAAR79J077792	Spread Smart		No	LDMM Wing		Yes		None
A#32556		1HTWAAAR39J077756	Spread Smart		Yes	No Wing		Yes		None
A#32074		1HTWAAAR87J473372	Spread Smart		No	LDMM Wing		Yes		Yes
A#32073		1HTWAAAR67J473371	Spread Smart		No	LDMM Wing		Yes		Yes/ no sensor
A#32017		1HTWAAAR07J386579	Spread Smart		Yes	MDRW		Yes		Yes

## **Field Communications**

Field communications will be cellular using a 3G or better digital network for data transmission to and from the participating vehicles. It is expected that cellular communications will be handled through commercial-off-the-shelf devices interfaced with in-vehicle units. Iowa has existing relationships with cellular providers in the state and Iowa DOT will work with the vendor to identify a cellular provider that provides maximum coverage to meet the needs of the project. It is expected that the vendor will supply all vehicle communications hardware, including modems, interfaces and connectors and antennas, as needed to support an operating system.

The field communication solution is expected to be satisfactory not only for Phase 1, but also for future expansion in the state. The solution must be scalable to the entire Iowa DOT maintenance fleet using commercial-off-the-shelf equipment.

## **Management Software**

The successful vendor shall provide all necessary software to administer, operate, and report on the AVL system from a singular vehicle, a grouped set of vehicles, or the entire fleet of vehicles. The Phase 1 software shall be able to provide all functionality of the system.

Vendor response shall identify unique elements of the Phase 1 software deployment that will need to be expanded for the ultimate fleet deployment (i.e. separate local software installation, etc). The vendor shall provide costs associated with the expansion of the Phase 1 system to the ultimate system deployment.

If local software is required at each supervisor computer, Phase 1 will require:

2- Iowa DOT, Oskaloosa Maintenance garage, Oskaloosa, IA.

2- Iowa DOT Waterloo Maintenance garage, Waterloo, IA.

1 - Ames Central Maintenance, Ames, IA.

1- Information Technology –Ames, IA.

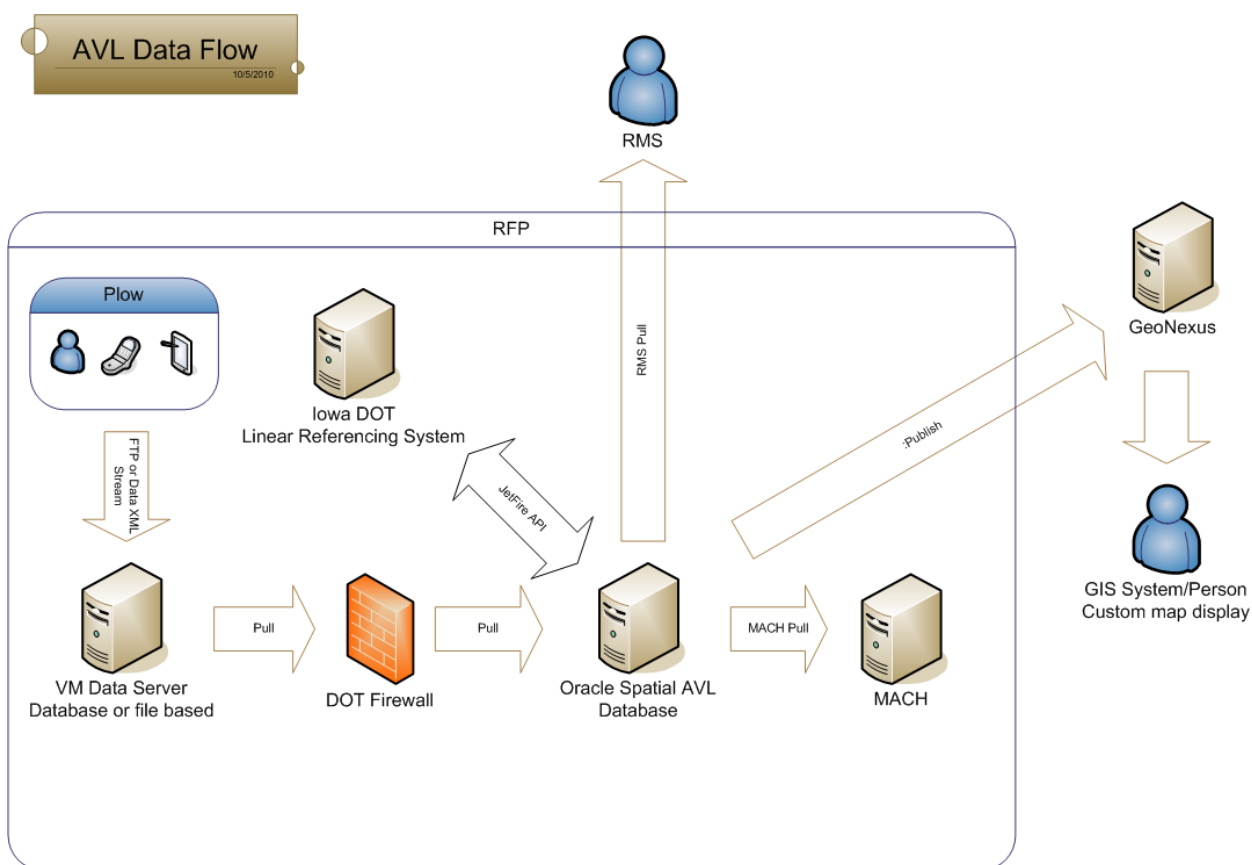


## Network Servers

The deployment of Phase 1 shall include a data and database server. These server(s) are expected to be able to manage the complete system expansion to approximately 1000 vehicles. The servers will be located at the Iowa DOT, Ames, IA.

The successful vendor solution is expected to communicate to a data server and a database server. The database server will be located and within the Iowa DOT network, The data server will be located outside ( DMZ area) the Iowa DOT network . See figure 2.

**FIGURE 2: AVL NETWORK INTERFACES**



### 3.4 System Requirements-mandatory

All items listed in Section 3 are Mandatory Requirements. A pass/fail evaluation will be utilized for these Requirements. Vendors must mark either "yes" or "no" to each requirement in their Bid Proposals. By indicating "yes", a Vendor agrees that it shall comply with that requirement throughout the full term of the Resulting Contract, if the Vendor is successful.

In addition, if specified by the requirement, the Vendor shall provide references and/or supportive materials to verify the Vendor's compliance with the requirement. Failure to provide this information may cause the Bid Proposal to be deemed non-responsive and therefore rejected. The Department reserves the right to determine whether the supportive information and materials submitted by the Vendor demonstrate the Vendor will be able to comply with the Mandatory Requirements. If the Department determines the responses and supportive materials do not demonstrate the Supplier will be able to comply with the Mandatory Requirements, the Department may reject the Bid Proposal.

### **3.4.1 Vendor Responsibilities**

- The successful bidder will assign a project manager that will be responsible for managing all aspects of the project and will be the sole contact to communicate with the assigned Iowa DOT project manager.
- The successful bidder will provide a team with proven success in similar deployment projects, including an understanding of Iowa DOT AVL needs, installation, communications and data management.

#### **3.4.1.1 Presentations and Demonstrations**

Selected bidders will be required to install and demonstrate their product(s) and/or service(s) at the Iowa DOT in Ames, IA. . The Iowa DOT will include detailed demonstration specifications in the invitation information. Demonstrations shall be included in the final award and evaluated as a criterion in the Award Matrix. See Section 5.4

### **3.4.2 AVL System Requirements**

#### **3.4.2.1 Vehicle and Material Tracking**

Vehicle tracking is a very important operational requirement for any deployed AVL system. The following features have been identified by stakeholders as critical to a deployed Iowa DOT statewide system.

#### **3.4.2.2 Real-Time Vehicle Location**

Real-time vehicle location systems use GPS to map individual, sub groups, districts or entire fleets of vehicles on-screen for immediate use by system operators and managers. At a minimum, this system will track:

- Current vehicle location
- Current vehicle speed
- Current vehicle direction
- Current date and time
- Current material spread rate
- Vehicle ID (A number)
- Vehicle operator ID
- Current function code

#### **3.4.2.3 Playback of Vehicle Routes (Crumb Trail Display)**

Vehicle routes, whether assigned to one vehicle or a group of vehicles, are able to be played back over a defined period of time for review by system operators and managers. This feature allows for review of vehicle paths and operations as part of overall maintenance system function review processes. Data should be aggregated to Oracle Spatial geometry objects using Iowa DOT Linear Referencing System. Aggregated geometry objects can be exposed to GeoNexus system (ArcGIS Server based) for analysis and mapping.

#### **3.4.2.4 Material Quantities**

Tracking material quantities allows system operators/managers to determine the appropriate amount of materials already loaded or to be loaded on maintenance vehicles. This system also tracks rate of material usage and amount of coverage possible based on remaining on-board material.

#### **3.4.2.5 Integration of Location with Material and Equipment Usage**

The locations where materials are deployed or where activities such as plowing, mowing or road repair/maintenance are performed can be automatically geo-coded as maintenance vehicles respond. This information provides an accurate, historical log of all maintenance functions performed at any point within the network.

#### **3.4.2.6 Route Adherence**

AVL systems are able to track any fleet vehicles relative to its expected location at a desired system site at any time, including an estimate of arrival time based on current position and current speed.

#### **3.4.2.7 In-Vehicle Information**

##### **Operational Status**

In-vehicle systems can provide the status of a number of vehicle and equipment conditions, including but not limited to:

- Status of vehicle equipment
- Vehicle speed
- Engine diagnostics
- Available on-board materials for dispersion

Iowa DOT sees this as a key feature for Garage Supervisors to monitor the condition of the vehicle and material usage in near real-time.

## **Environmental Conditions**

Environmental conditions affect fleet operators and affect system performance. On-board systems that display the condition of the roadway on which the vehicle is traveling, show current weather conditions including wind speed and visibility (which greatly affect rate and flow of material dispersion upon the roadway and/or safety) or provide other real-time information for the operator are extremely valuable resources.

### **3.4.2.8 Data Archiving and Reporting**

System data can be archived and a number of reports can be customized to provide DOT management with accurate and up-to-date system performance statistics.

### **3.4.2.9 Canned Reports**

Reports that are standardized, including utilization, historical weather, roadway conditions, mileage, materials coverage, job completion and others, can be quickly accessed through existing report configurations.

### **3.4.2.10 Ad Hoc Reporting**

As necessary, DOT staff can use the user interface to select specific data and generate ad hoc reports at any time.

### **3.4.2.11 Specialized Reporting**

With the appropriate training, Iowa DOT staff can interface directly to the database select specific data and generate specialized reports.

## **3.5 Optional Features**

The following features have been identified as optional. Bidder may propose these and any other features that would enhance the core system.

### **3.5.1 Voice Communications**

Various methods of providing voice communications in a deployed AVL system can include the following:

- Vehicle to Vehicle
- Vehicle to Center (Main Operations)
- Vehicle to Other (i.e., nearby vehicles on roadway)
- Group Voice Communications
- Person-to-Person Voice Communications

Iowa DOT currently uses the existing radio system for voice communications. This AVL project shall not impact or degrade the current existing voice radio communications system in the vehicle.

### **3.5.2 Alert Communications & Messaging**

Alert messages sent directly to a fleet vehicle can save time by providing instantaneous information critical to system activities or emergencies. The use of alert messages rather than radio operations is also expected to cut down on radio network clutter and radio interference. Various methods include:

- Vehicle to Vehicle
- Vehicle to Center (Main Operations)
- Vehicle to Other (i.e., nearby devices such as roadside DMS)
- Group Text Messages
- Individual Text Messages
- Blanket Alerts (i.e., Amber Alert)

Iowa DOT sees this as a key feature for Garage Supervisors to send critical alerts to the operators.

### **3.5.3 Equipment Inventory**

Keeping track of equipment necessary for maintenance functions can be done efficiently through the use of AVL system technology.

### **3.5.4 Inventorying**

AVL systems identify and document various pieces of maintenance equipment, facilities and roadside features.

### **3.5.5 Inventory Locating**

Systems can be used to determine and document the location of existing maintenance equipment, facilities and a variety of roadside features.

### **3.5.6 Inventory Tracking**

Maintenance personnel can view equipment inventory locations on-screen by type of equipment and region where equipment is stored. They can also easily identify equipment through the use and storage of maintenance equipment ID information.

## **3.6 Hardware, Software, Locations and Installation (System Architecture)**

This project is expected to include an in vehicle device, connected to a data controller to collect in-vehicle and GPS data. This in vehicle device will have an interface with on-board diagnostics (OBD) which monitor engine operations through the vehicle bus. The in vehicle device will also connect to a vehicle data controller. This controller will monitor the specialized sensors on each of the state vehicles.

The operator will be required to enter his/her driver ID, if he/she has completed the walk around vehicle inspection and the function code of the operation being accomplished before the vehicle will begin transmitting position and sensor data. The in-vehicle device will also need to store the vehicle's equipment number.

The Iowa DOT has identified the following unique inputs from snow plows:

1. Plow position (up/down)
2. Wing position (up/down)
3. Under body blade position (up/down)
4. Rate of material applied (both liquid and granular)
5. Total amount of material used
6. Pavement temperature
7. Air Temperature
8. Wind Direction
9. Wind Speed
10. Friction (optional)
11. Odometer
12. Fuel Mileage

A number of these inputs are expected as future enhancements to the snow plows; however, the ability to monitor over twelve unique inputs to the data controller will allow for the expansion of the system as the DOT evaluates sensor technology enhancements for the snow plow.

This information will be sent to the data and database servers located at the DOT's IT Division in Ames. The database server will be available to the maintenance garages through the Iowa DOT network. Each in-vehicle device will have the ability to store and forward data when communications are lost to the central server. With this in mind, failover servers are not expected with this deployment, but standard Iowa DOT IT server back-up and system recovery are expected with the project deployment.

A number of vendors can provide all AVL project components from vehicle sensors to the software management and center-to-center data exchange.

### **3.6.1 Power**

The Iowa DOT fleet has specifications for in-vehicle power systems to support numerous controls. Power for the data controller and the in-vehicle device are expected to come from the power terminal that is typically installed between the two seats of the cab. The additional power draw is not expected to be significant, however, separate fuses for the in-cab electronics will be warranted.

### **3.6.2 Communications**

A majority of the AVL systems deployed use a third-party leased communications infrastructure. Discussions with the Iowa DOT identified existing contracts with US Cellular and Verizon for 3G air cards. This service will allow the DOT to provide statewide coverage (with some limitations) with a relatively minor investment in initial funding. A third-party lease allows for system flexibility relative to system expansion, and the DOT will only need to add vehicles that are brought on-line during the phased deployment. Finally, the third-party lease will not require long term maintenance nor training of Iowa DOT staff. System upgrades from 3G to 4G will be managed by the provider and the Iowa DOT can evaluate the cost to move to the new technology as the need arises.

### **3.6.3 Data Processing**

One of the key functions of this system is to reduce the amount of duplicate data entry that is occurring at the maintenance garages. This proposed system will store data in an AVL Oracle Spatial database (AVL database). This centralized location will allow for supervisors to run operational reports by day, for specific time period associated with an event (i.e., winter storms) and will allow managers to print monthly material usage as necessary.

Each vehicle operator will be assigned a permanent PIN number which vehicle operator will use to identify them to the truck. Each truck will use its 5 digit equipment number for unique identification and act as the unique key to the AVL database.

The Iowa DOT garage supervisors require an interface from the AVL database to the RMS. RMS will pull aggregated data from the AVL database to allow supervisors to review, edit and finalize RMS data without the need for additional summary spreadsheets that combine time sheets, vehicle logs and material summaries.

The MACH system (see Section 1.4) requires an interface from AVL database. MACH will pull latitude/longitude (WGS 84) coordinates and the data described in Section 3.2.

Additionally, the Iowa DOT requires alarm thresholds for selected sensors in near real-time to indicate when data is outside normally expected values. This will allow for the evaluation of sensor accuracy and increased confidence in the data collected and archived for future use.

Not all information stored in the database will originate from the AVL system. To better summarize location information to specific state-maintained roadways at AVL database level, latitude and longitude coordinates (WGS 84) will be converted through the Iowa DOT Linear Referencing System (LRS) to determine route, direction, datum and other referencing methods (reference posts, etc) supported by Iowa DOT LRS.

## **3.7 Technical Requirements**

Bidders must include all necessary system design components including in- vehicle device hardware, software, cabling, data server(s) with appropriate database software licensing, network hardware (routers and switches). It is anticipated DOT staff will deploy application and database servers, but assistance may be required if needed.

### **3.7.1 Hardware**

The Iowa DOT may choose to purchase any hardware, software, accessories, etc., independently. Items may include, but not be limited to servers and server software.

#### **Vehicle**

The in-vehicle devices will be required to perform under extreme weather conditions and under the normal rugged driving conditions while in operation. Vendor must include specification details for anti- vibration mounting hardware to ensure the devices are secure and readable while driving. The in-vehicle units provide connectivity to all sensors and any external GPS antennas and/or equipment.

#### **Servers**

The Iowa DOT is current using Windows XP as the desktop standard. The new AVL system must also operate in Windows XP and Windows 7.0 environments.

Servers should be supported by Windows Server 2008 R2 standard version with IIS 7. This must support VMWare version 4.0 and 4.1.

Servers must be compatible with Microsoft System Configuration Manager and System Center Operations Manager.

Servers must be compatible with McAfee Antivirus 8.7 or newer.

Application must pass a vulnerability scan conducted by Iowa DOT staff prior to production.

### **3.7.2 Software**

Oracle Spatial version 11g 64bit  
Windows Server 2008 R2  
SQL Server 2008 or newer  
IIS 7  
ArcGIS Server  
MACH  
Iowa DOT Multi Level Linear Referencing System



### **3.7.3 Integration**

The AVL system must have the capability of integrating with these existing Iowa DOT programs or systems.

- Mobile Networking (current Iowa DOT wireless providers)
- Iowa DOT Resource Management System (RMS)
- SQL Server Database
- Oracle Database
- In-Vehicle Bus
- Vendor Supplied Operating Software
- Iowa DOT Geospatial Infrastructure
- LRS
- MACH

### **3.8 Security**

See Section 6.25

### **3.9 Maintenance/Support**

#### **Critical Response Time**

The successful bidder must be able to provide same day response time to critical system failures during emergencies if they have been notified before 9:00AM CST. In the event that the bidder is notified of critical system failures after 9:00AM CST, the bidder will be required to respond by 9:00AM CST the following day. This means the response time will be from the time the contractor has been notified by an IOWA DOT representative, the contractor will have twenty-four (24) hours within which a contractor representative will arrive at the site of the system failure.

#### **Non Critical Response Time**

A turnaround time of forty-eight (48) hours for responding to non-critical failures (e.g. modem or antenna failure) is required. This turnaround time will begin at the time that the contractor is notified by IOWA DOT representatives that an emergency situation exists. Should IOWA DOT exercise the extended warranty option, the above response times will apply.

#### **Non-emergency**

Vendors shall provide a minimum response time of forty-eight (48) hours to system failures and a maximum turnaround time of seventy-two (72) hours.

IOWA DOT will declare critical and non-critical situations and will include that declaration in the notification to the vendor.

#### **Service Call Confirmation**

Vendors shall offer a service call confirmation feature to the Iowa DOT to confirm that the service call request was received. The vendor will provide all feature details in the bid response.

### **3.10 Phone/ Web Support**

Vendor shall provide all available phone and/or web support options offered and their associated costs.

### **3.11 Training**

#### **3.11.1 Training and Manuals**

##### **Training**

The successful vendor will be responsible for all aspects of customer training for all equipment and software procured through this RFP. Vendors shall provide specific training options in their response.

##### **Manuals and As-Builts**

Printed Manuals and/or online or on- screen tutorials shall be provided to the Iowa DOT specifically written for the Iowa DOT AVL system.

### **3.12 Warranty**

Vendors are required to provide hardware manufacturer's warranty as well as any proposed system warranty.

### **3.13 Ownership**

Upon full acceptance of the deployed system, the Iowa DOT will own the rights to use and operate the system including all associated components.

### **3.14 Iowa DOT Responsibilities**

Iowa DOT will provide a project manager to work with the successful vendor throughout the analysis process.

Iowa DOT will provide staff assistance to the awarded vendor as needed throughout the project as mutually agreed upon.

## Section 4 Form and Content of RFP

### 4.1 Instructions

The following instructions prescribe the format and content of the Bid Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the proposal format may result in the rejection of the Bid Proposal.

It is the request of the Iowa DOT that the following section headings be used in the bidder responses to this RFP and that they be arranged in the order as listed in the proposal. The bidder 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 bidder's bid.

**4.1.1** The Bid Proposal shall be typewritten on 8.5" x 11" paper (one side only and bound securely) and sent in a sealed envelope.

**4.1.2** The Bid Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Cost Proposal shall be in a separate sealed envelope. If multiple envelopes for each Bid Proposal are used, the envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes shall be labeled with the information found on the cover sheet:

***[RFP Title] [RFP Number]***  
***[Issuing Officer's Name]***  
***[Vendor'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 Bid Proposals if a Bid Proposal 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 Vendor Bid Proposal defined on the Procurement Timetable in the cover section, shall be timely submitted to the Issuing Officer.

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

**4.1.5** Bid proposals shall not contain promotional or display materials.

**4.1.6** Attachments shall be referenced in the Bid Proposal.

**4.1.7** If a Vendor proposes more than one method of meeting these requirements, each shall be labeled and submitted separately. Each will be evaluated separately.

## **4.2 Technical Proposal**

The following documents and responses shall be included in the Technical Proposal in the order given below:

### **4.2.1 Transmittal Letter (Required)**

An individual authorized to legally bind the Vendor shall sign the transmittal letter. The letter shall include the Vendor'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 2.21. 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. The transmittal letter shall also contain the name, 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**

The Vendor should include a table of contents of its Bid Proposal and submit the check list of submittals per Attachment # 4.

### **4.2.3 Executive Summary**

The Vendor shall prepare an executive summary and overview of the goods and/or services it is offering, including all of the following information:

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

**4.2.3.2** A vision and mission statement for this program

**4.2.3.3** An overview of the Vendor's plans for complying with the requirements of this RFP. (including project management approach.

**4.2.3.4** A demonstration of the vendor's knowledge of requirements and its proposed approach for project needs.

**4.2.3.5** Any other summary information the Vendor deems to be pertinent.

#### **4.2.4 Specifications and Technical Requirements**

The Vendor shall answer whether or not it will comply with each requirement in Section 4 of the RFP. Where the context requires more than a yes or no answer or the RFP indicates, Vendor shall explain how it will comply with each requirement in Section 4. Merely repeating the requirements may be considered non-responsive and may disqualify the Vendor. Bid Proposals must identify any deviations from the requirements of this RFP or requirements the Vendor cannot satisfy. Any deviations from the requirements of the RFP or any requirement of the RFP that the Vendor cannot satisfy may disqualify the Vendor.

#### **4.2.5 Vendor Background Information**

The Vendor shall provide the following general background information:

**4.2.5.1** Does your state have a preference for instate vendors Yes or No? If yes, please include the details of the preference.

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

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

**4.2.5.4** State of incorporation, state of formation, or state of organization.

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

**4.2.5.6** Local office address and phone number (if any).

**4.2.5.7** Number of employees.

**4.2.5.8** Type of business.

**4.2.5.9** Name, address and telephone number of the Vendor's representative to contact regarding all contractual and technical matters concerning the Bid Proposal.

**4.2.5.10** Name, address and telephone number of the Vendor's representative to contact regarding scheduling and other arrangements.

**4.2.5.11** Name, contact information and qualifications of any sub Vendors who will be involved with this project.

**4.2.5.12** Vendor's accounting firm.

**4.2.5.13** The successful Vendor will be required to register to do business in Iowa before payments can be made. For vendor registration documents, go to: <http://www.iowadotpurchasing.com>

#### **4.2.6 Experience**

The Vendor 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 list all of all goods and/or services similar to those sought by this RFP that the Vendor has provided to other businesses or governmental entities.

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

#### **4.2.7 Personnel**

The Vendor 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**

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

**4.2.9.1** Has the Vendor 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 Vendor 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 Vendor 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 Vendor or its officers have been a party

The Vendor 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 Bid Proposal or in termination of any subsequent contract.

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

The above disclosures are a continuing requirement of the Vendor. The Vendor shall provide written notification to the Lead Agency of any such matter commencing or occurring after submission of a Bid Proposal, and with respect to the successful Vendor, following execution of the Resulting Contract.

#### **4.2.10 Certification Letter (Attachment 1)**

The Vendor shall sign and submit with the Bid Proposal the document included as Attachment #1 (Certification Letter) in which the Vendor shall make the certifications included in Attachment #1.

#### **4.2.11 Acceptance of Terms and Conditions**

The Vendor shall specifically agree that the Bid Proposal is predicated upon the acceptance of all terms and conditions stated in the RFP. If the Vendor objects to any term or condition, the Vendor 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 Bid proposal.

#### **4.2.12 Authorization to Release Information (Attachment 2)**

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

#### **4.2.13 Firm Bid Proposal Terms (Attachment 4)**

The Vendor shall guarantee in writing the availability of the goods and/or services offered and that all Bid Proposal terms, including price, will remain firm a minimum of 180 days following the deadline for submitting Bid Proposals.

#### **4.2.14 Proposal Guarantee, Bid Bond, Bid Proposal Security**

If a Proposal Guarantee (Bid Bond, Bid Proposal Security) is required by this RFP, it will be indicated on the Bid Response sheet located in the "Cover Section" page C3.

The vendor shall submit a bid bond, certified or cashier's check made payable to the Iowa DOT in the amount specified on the Bid Response page. The proposal guaranty shall be in the form of a certified check or credit union certified share draft, cashier's check, or bank draft drawn on a solvent bank or credit union. Certified checks or credit union certified share drafts shall bear an endorsement signed by a responsible official of such bank or credit union as to the amount certified. Cashier's checks or bank drafts shall be made payable either to the Contracting Authority or to the bidder and, where made payable to the bidder, shall contain an unqualified endorsement to the Contracting Authority signed by the bidder or his authorized agent.

Bid bond may be used for the proposal guaranty in lieu of that specified above. ***A bid bond must be submitted on Iowa Department of Transportation Form No. 131071 included in the packet or bid will be rejected.***

If the vendor elects to use a bond, a surety licensed to do business in Iowa on a form acceptable to the Iowa DOT must issue the bond.



The bid proposal security shall be forfeited if the vendor chosen to receive the contract withdraws its proposal after the Iowa DOT issues a Notice of Intent to Award, does not honor the terms offered in its proposal, or does not negotiate contract terms in good faith. Security submitted by vendors will be returned when the proposals expire, are rejected, or the Iowa DOT enters into a contract with the successful vendor, whichever is earliest.

The proposal guaranty of the qualified responsive low bidder will be retained until a contract is entered into and the required Bonds and Insurance Certificates filed. All other bid securities will be returned after the award has been made.

#### **4.2.15 Work Plan**

The vendor shall address each functional requirement in Section 3 of the RFP and explain how it plans to approach each requirement. Proposals must be fully responsive to project requirements. Merely repeating the requirements will be considered non-responsive and may disqualify the vendor. Proposals must identify any deviations from the requirements of this RFP or requirements the vendor cannot satisfy. Any deviations from the requirements of the RFP or any requirement of the RFP that the vendor cannot satisfy may disqualify the vendor.

#### **4.3 Schedule of Prices - Cost Proposal**

The vendor shall provide its cost proposal for the proposed services. Provide cost information on the **Schedule of Prices - Cost Proposal Form** located with the Purchasing Proposal at the *beginning* of the RFP packet. Use additional pages for the detail information requested. 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 Proposal must be submitted in a separate envelope.

## Section 5 Evaluation and Selection

### 5.1 Introduction

This section describes the evaluation process that will be used to determine which Bid Proposal(s) provides the greatest benefit to the Iowa DOT and Participating Agencies. The Iowa DOT will not necessarily award any contract resulting from this RFP to the Vendor offering the lowest cost to the Iowa DOT and Participating Agencies. Instead, the Iowa DOT will award the contract to the responsible Vendor whose responsive bid proposal provides the best value to the Iowa DOT.

### 5.2 Evaluation Committee

The Iowa DOT intends to conduct a comprehensive, fair, and impartial evaluation of Bid Proposals received in response to this RFP. The Iowa DOT will use an evaluation committee to review and evaluate the Bid Proposals.

The Evaluation Committee shall consist of members with; special expertise in procurement of the product(s) and/or service(s) that are the subject of this RFP, knowledge of the Iowa DOTs requirements for these product(s) and/or service(s), or technical expertise in communications, or data processing. Bidders may not contact members of the evaluation team except at the Iowa DOT's request.

### 5.3 Overview of Evaluation

All Bid Proposals will be first evaluated to determine if they comply with the mandatory requirements of the RFP. To be deemed a Responsible Vendor and a Responsive Bid Proposal, the Bid Proposal must comply with the mandatory requirements. Failure to meet the mandatory requirements may result in the proposal being rejected. In the event that all Bidders do not meet the mandatory requirement, the Iowa DOT reserves the right to continue the evaluation of the proposals and to select the proposal most closely meeting the requirements specified in this RFP.

The evaluation and selection process shall be done in two phases; (1) Proposal phase and (2) Presentation and demonstration phase.

Proposals will be scored in accordance with the Evaluation Criteria Section 5.4 and will determine the Shortlist for the presentation and demonstration phase.

**Short-List:** The proposals receiving the highest scores will be short-listed and requested to make a presentation/demonstration of their team's approach, background and qualifications. Further details on the presentation/ demonstration requirements will be provided at the time of short-list notice.

The firms shall be provided with no less than one week's notice. Vendor presenters from designated firms must include key members of the proposed team at the oral presentation.

A List of members attending shall be provided prior to presentation. Presentations/ Demonstrations shall be held in Ames, Iowa at a site(s) unless otherwise specified.

#### 5.4 Evaluation Criteria

<b>Statement of Work</b> Proposal is clearly written/ Grasp of Project Work plan tasks are clearly and logically addressed Schedule adherence is addressed Cost control procedures are addressed All required documents are included
<b>Technical Expertise and Experience</b> Knowledge of automatic vehicle location system products and applications
<b>Demonstration</b> Based on vendor's demonstration and responses to Iowa DOT questions
<b>Cost</b> <b>Schedule of Prices</b>

The proposal evaluation criteria shall be used by the Evaluation Committee for purpose of award. Items are not listed in any particular order of importance.

All proposals submitted will be given a point rating and total score by each member of the Iowa DOT's Evaluation Committee based on the Evaluation Criteria. A lower rating may result from incomplete or unclear responses to specific criteria. The Evaluation Committee will then reconvene to review and evaluate the proposals and the members' rating. If needed, an Evaluation Committee member may revise their initial rating if information is clarified or refined at this meeting. Using the final ratings, a consensus score will be determined for each bidder. Weighting of evaluation categories is not available to the vendors prior to the bid opening.

#### 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 Department expects to award as a result of this RFP will be based upon the Bid Proposal submitted by the successful Vendor and the RFP. The contract between the Department and the successful Vendor shall be a combination of the specifications, terms and conditions of the RFP, including the terms contained in the Department's attachment(s), the contract terms and conditions contained at the web-addresses contained in the RFP, the offer of the Vendor contained in the Bid Proposal, written clarifications or changes made in accordance with the provisions of the RFP herein and any other terms deemed necessary by the Department, except that no objection or amendment by a Vendor to the RFP requirements shall be incorporated by reference into the Contract unless the Department has explicitly accepted the Vendor'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 vendors to better evaluate the costs associative with the RFP and the potential resulting contract. Vendors 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 pricing proposal or any pricing quoted by the vendor.

**By submitting a Bid Proposal, each Vendor acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change except as otherwise expressly stated in its Bid Proposal. If a Vendor takes exception to a provision, it must state the reason for the exception and set forth in its Bid Proposal 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 Bid Proposal.** The Department reserves the right to either award a contract(s) without further negotiation with the successful Vendor or to negotiate contract terms with the successful Vendor 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 Department shall have the sole option to renew the Contract for up to the number of annual extensions specified on the Procurement Timetable.

### **6.3 Vendor Qualification Requirement**

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

### **6.4 Additional Cost Items Not In Contract**

The Department is unaware of any additional Contract terms that would add cost. Notwithstanding, should any Contract items arise that would cost additional monies; those costs shall be borne by the Vendor.

### **6.5 Equipment Delivery Schedule**

The equipment shall be delivered as agreed upon between the successful Vendor and the Department.

### **6.5 Installation and Implementation**

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

### **6.6 Scope of Work (Services)**

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

The vendor 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 vendor promptly of any services performed in violation of this standard, the vendor 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 vendors to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.

## **6.8 Licenses**

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

The Vendor 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.

## **6.9 Labor Regulations**

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.

## **6.10 Contract Termination**

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

### **6.10.1 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:

**6.10.1.1** In the event the vendor 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;

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

**6.10.1.3** The vendor fails to comply with confidentiality laws or provisions;

**6.10.1.4** The vendor furnished any statement, representation or certification in connection with this Contract or the RFP which is materially false, deceptive, incorrect or incomplete;

## **6.10.2 Termination for Cause**

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

**6.10.2.1** The vendor fails to perform to the Iowa DOT's satisfaction, per Section 3 Project Specification requirements.

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

**6.10.2.3** The vendor fails to make substantial and timely progress toward performance and deliverables within the contract.

**6.10.2.4** The vendor consistently misses deadlines agreed upon with the Iowa DOT project managers.

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

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

**6.10.2.7** The vendor's staff turnover is unacceptably high to Iowa DOT.

**6.10.2.8** The vendor fails to effectively manage vendor staff time and/or assignments.

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

**6.10.2.10** The vendor's quantity of work is unacceptable to Iowa DOT. The vendor fails to perform additional assignments as requested.

**6.10.2.11** The vendor 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.

**6.10.2.12** The vendor's deliverable(s) cause a major outage to the Iowa DOT's IT infrastructure.

**6.10.2.13** The vendor 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 vendor terminates or suspends its business; or the Iowa DOT reasonably believes that the vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

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

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

**6.10.2.16** The vendor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right.

### **6.10.3 Notice of Default**

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

**6.10.3.1** Immediately terminate the contract without additional written notice.

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

### **6.10.4 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 vendor. Following termination upon notice, the vendor 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.

### **6.10.5 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 vendor as a result of any of the following:

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

**6.10.5.2** 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.

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

**6.10.5.4** The Iowa DOT's duties are substantially modified.



### **6.10.6 Remedies of the Vendor 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 vendor 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 vendor'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:

**6.10.6.1** The payment of unemployment compensation to the vendor's employees.

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

**6.10.6.3** 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.

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

### **6.10.7 Vendor Termination Duties**

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

**6.10.7.1** 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.

**6.10.7.2** Immediately cease using and return to the Iowa DOT any personal property or materials provided by the Iowa DOT to the vendor.

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

**6.10.7.4** Cooperate in good faith with the Iowa DOT, its employees, agents and vendors during the transition period between the notification of termination and the substitution of any replacement vendor.

**6.10.7.5** 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 vendor.

**6.10.7.6** 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.

**6.10.8 Unacceptable Deliverables**

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

**6.11 Contractor's Insurance Requirements**

The resulting Contract will require the successful Vendor 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:
  - *Comprehensive General Liability* including Contractual Liability;
  - Contingent Liability; Explosion, Collapse and Underground Drainage
  - 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
- Pollution Liability \$750,000
- Occupation Disease \$750,000

### **Operations**

- Property Damage \$250,000 each occurrence

### **Builders Risk Insurance (Optional):**

Each Contractor holding a valid contract with the Owner shall furnish and pay for builder's risk insurance, providing coverage for at least the following losses: fire, extended coverage, vandalism and malicious damage to materials incorporated in the project, and materials purchased to be incorporated in the project, either stored on or off the permanent job site. If this insurance coverage is not provided, the Contractor shall assume all responsibility for the perils outlined above which may occur prior to project completion and acceptance.

Failure on the part of the Contractor(s) to comply with the requirements of this Article will be considered sufficient cause to suspend the work, withhold estimates, and to deny the Contractor(s) any further contract awards, as provided in Article 1103.01.

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

## **6.12 Performance Bond**

Not required for this RFP.

### 6.13 Acceptance Testing

Except as otherwise specified in the Scope of Work, all Deliverables shall be subject to the Agency's Acceptance Testing and Acceptance. Upon completion of all work to be performed by Contractor with respect to any Deliverable, Contractor shall deliver a written notice to the Agency certifying that the Deliverable meets and conforms to applicable Specifications and is ready for the Agency to conduct Acceptance Tests; provided, however, that Contractor shall pretest the Deliverable to determine that it meets and operates in accordance with applicable Specifications prior to delivering such notice to the Agency. At the Agency's request, Contractor shall assist the Agency in performing Acceptance Tests at no additional cost to the Agency. Within a reasonable period of time after the Agency has completed its Acceptance Testing, the Agency shall provide Contractor with written notice of Acceptance or Non-acceptance with respect to each Deliverable that was evaluated during such Acceptance Testing. If the Agency determines that a Deliverable satisfies its Acceptance Tests, the Agency shall provide Contractor with notice of Acceptance with respect to such Deliverable. If the Agency determines that a Deliverable fails to satisfy its Acceptance Tests, the Agency shall provide Contractor with notice of Non-acceptance with respect to such Deliverable. In the event the Agency provides notice of Non-acceptance to Contractor with respect to any Deliverable, Contractor shall correct and repair such Deliverable and submit it to the Agency within ten (10) days of Contractor's receipt of notice of Non-acceptance so that the Agency may re-conduct its Acceptance Tests with respect to such Deliverable. In the event the Agency determines, after re-conducting its Acceptance Tests with respect to any Deliverable that Contractor has attempted to correct or repair pursuant to this section, that such Deliverable fails to satisfy its Acceptance Tests, then the Agency shall have the continuing right, at its sole option, to:

- (i) require Contractor to correct and repair such Deliverable within such period of time as the Agency may specify in a written notice to Contractor;
- (ii) refuse to accept such Deliverable without penalty and without any obligation to pay any fees or other amounts associated with such Deliverable (or receive a refund of any fees or amounts already paid with respect to such Deliverable);
- (iii) accept such Deliverable on the condition that any fees or other amounts payable with respect thereto shall be reduced or discounted to reflect, to the Agency's satisfaction, the Deficiencies present therein and any reduced value or functionality of such Deliverable or the costs likely to be incurred by the Agency to correct such Deficiencies; or
- (iv) terminate this Contract and/or seek any and all available remedies, including damages. Notwithstanding the provisions of Section E.1 of this Contract, the Agency may terminate this Contract pursuant to this section without providing Contractor with any notice or opportunity to cure provided for in Section E.1.

The Agency's right to exercise the foregoing rights and remedies, including termination of this Contract, shall remain in effect until Acceptance Tests are successfully completed to the Agency's satisfaction and the Agency has provided Contractor with written notice of Final Acceptance. If the Agency determines that all Deliverables satisfy its Acceptance Tests, the Agency shall provide Contractor with notice of Final Acceptance with respect to such Deliverables. Contractor's receipt of any notice of Acceptance, including Final Acceptance, with respect to any Deliverable(s) shall not be construed as a waiver of any of the Agency's rights to enforce the terms of this Contract or require performance in the event Contractor breaches this Contract or any Deficiency is later discovered with respect to such Deliverable(s).

#### **6.14 VENDOR WARRANTIES.**

**Construction of Warranties Expressed in this Contract with Warranties Implied by Law.** All warranties made by the Vendor in all provisions of this Contract and the Bid Proposal by the Vendor, whether or not this Contract specifically denominates the Vendor's promise as a warranty or whether the warranty is created only by the Vendor'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 Department 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 Vendor.

The Vendor warrants that the 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 Vendor or the Department will not infringe any copyright, patent, trademark, trade dress, or other intellectual property right of the Vendor or others. Any intellectual property provided to the Department pursuant to the terms of this Contract, shall be wholly original with the Vendor or the Vendor has secured all applicable interests, rights, licenses, permits, or other intellectual property rights in such concepts, materials and work.

The Vendor represents and warrants that the concepts, materials and the Department's use of same and the exercise by the Department of the rights granted by this Contract shall not infringe upon any other work, other than material provided by the Department to the Vendor 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 Vendor 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 Vendor warrants that the deliverables under this Contract will operate in conformance with the terms and conditions of this Contract.

The Vendor 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 Department.

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

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

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

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

Vendor warrants that during the term of this Contract and any extension or renewal term, the Vendor 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 Department.

## **6.15 Force Majeure**

Neither Vendor nor the Department 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 Vendor 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 Vendor or any parent, subsidiary, affiliated or associated company of Vendor; claims or court orders which restrict Vendor's ability to deliver the goods or services contemplated by this Contract; or Year 2000 issues or Y2K-related difficulties or problem.

If a "force majeure" delays or prevents Vendor's performance, the Vendor 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 Department.

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

This Section shall not be construed as relieving the Vendor 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.

#### **6.16 Indemnification by Vendor**

The Vendor agrees to defend, indemnify and hold the Department, and the State of Iowa, its employees, agents, board members, appointed officials and elected officials, harmless from any and all demands, debts liabilities, damages, loss, claims, suits or actions, settlements, judgments, costs and expenses, including the reasonable value of time expended by the Attorney General's Office, and the costs and expenses and attorney fees of other counsel required to defend the Department or the State of Iowa related to or arising from:

Any violation or breach of this Contract including without limitation any of the Vendor's representations or warranties; or

Any acts or omissions, including, without limitation, negligent acts or omissions or willful misconduct of Vendor, its officers, employees, agents, board members, contractors, subcontractors, or counsel employed by Vendor in the performance of this Contract, or any other reason in connection with the goods and services provided under this Contract; or Claims for any violation of any intellectual property right including but not limited to infringement of patents, trademarks, trade dress, trade secrets, or copyrights arising from the any of the goods or service performed in accordance with this Contract; or

The Vendor's performance or attempted performance of this Contract; or *Any failure by the Vendor to comply with all local, State and Federal laws and regulations;* or

Any failure by the Vendor to make all reports, payments and withholdings required by Federal and State law with respect to social security, employee income and other taxes, fees or costs required by the Vendor to conduct business in the State of Iowa.

The Vendor's duty to indemnify as set forth in this section shall survive the expiration or termination of this Contract and shall apply to all acts taken in the performance of this Contract regardless of the date any potential claim is made or discovered by the STATE.

#### **6.17 Indemnification by Department**

The State shall, only to the extent consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, indemnify and hold harmless the Vendor from and against any and all costs, expenses, losses, claims, damages and liabilities arising directly out of the negligence or wrongful acts or omissions of any employee of the Department while acting within the scope of the employee's office of employment in connection with the performance of this Contract.

At the option of the Department, the Vendor shall be represented by the Attorney General of the State or special counsel retained by the Department or the Attorney General of the State with respect to any litigation brought by or against the Vendor or such persons with respect to any claims, damages, judgments, liabilities or causes of action to which such persons may be subject and to which they are entitled to be indemnified hereunder.

Indemnification under this Section shall survive the termination of this Contract and shall include reasonable fees and expenses of counsel and expenses of litigation. If the Department shall have made any indemnity payments pursuant to this Section and the person to or on behalf of whom such payments are made thereafter shall collect any of such amounts from others, such person shall promptly repay such amounts to the Department, without interest.

#### **6.18 Liquidated Damages (see Bid Response page)**

The Department and the Vendor agree that it will be extremely impractical and difficult to determine actual damages, which the Department will sustain. The goods and services to be provided under the contract are not readily available on the open market; and any breach by the Vendor will delay and disrupt the Department's operations and will lead to damages. Therefore, the parties agree that the liquidated damages as specified in all the Sections below are reasonable and will remain reasonable as long as the contract is in force.

In no case shall liquidated damages be measured in terms of potential lost revenue or potential lost net profit to the Department, unless and to the extent that the Department determines or alternatively, that a court of competent jurisdiction determines that actual loss can be measured precisely and that the written liquidated damages provision is unreasonable and/or unenforceable as a matter of law.

Assessment of liquidated damages shall be in addition to and not in lieu of such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages under each Section applicable to any given incident.



**Notification of Liquidated Damages.** All assessments of liquidated damages shall be made by the Department. Upon determination that liquidated damages are to or may be assessed, the Department shall notify the Vendor of the assessment in writing.

**Conditions for Termination of Liquidated Damages.** As determined appropriate by the Department, the following are the conditions under which the Vendor may obtain relief from the continued assessment of liquidated damages that have been imposed.

Except as waived in writing by the Department, no liquidated damages imposed shall be terminated or suspended until the Vendor issues a written notice verifying the corrections of the condition(s) for which liquidated damages were imposed and all the Vendor corrections have been subject to verification at the discretion of the Department.

If appropriate, the Vendor shall conduct systems testing of any correction as the Department deems necessary. Such testing shall be developed jointly by the Department and the Vendor and approved by the Department including the test script, test environment and the test result.

The documentation necessary for verification and approval shall be determined by the Department. The Department shall be the sole judge of the accuracy of any documentation provided.

A Vendor notice of correction will not be accepted until the correction is verified by the Department.

**Severability of Individual Liquidated Damages.** If any portion of the liquidated damages provisions is determined to be unenforceable in one or more applications, that portion remains in effect in all applications not determined to be invalid and is severable from the invalid applications. If any portion of the liquidated damages provisions is determined to be unenforceable, the other provision or provisions shall remain in full force and effect.

**Waivers of Liquidated Damages.** It is expressly agreed that the waiver of any liquidated damages due the Department shall constitute a waiver only as to such liquidated damages and not a waiver of any future liquidated damages. Failure to demand payment of liquidated damages within any period of time shall not constitute a waiver of such claim by the Department.

**Payment of Liquidated Damages.** All assessed liquidated damages shall be deducted from any moneys owed the Vendor by the Department; and in the event the amount due to the Vendor is not sufficient to satisfy the amount of the liquidated damages, the Vendor shall have the damages deducted from subsequent invoices. Recovery of liquidated damages will be accomplished by either invoice deduction, lump sum payment or a combination thereof within thirty (30) days.

At the Department's sole option, the Department may obtain payment of assessed liquidated damages through one (1) or more claims upon the Performance Bond supplied by the Vendor.

**Applicability of Liquidated Damages.** The Vendor shall not be required to pay liquidated damages for delays solely due to matters as enumerated in the Section entitled Force Majeure or for time delays specifically approved by the Department.

#### **6.19 Payment**

Invoices are to be submitted monthly for services/work completed and materials received, subject to Section 3. Once approved by the Iowa DOT inspector and/or project manager, payment shall be processed. Invoices shall be mailed to the Iowa DOT, Contract Number shall be referenced on the invoice. Specific mailing address and additional instructions will be provided when contract is issued.

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

Payments on contract will be made monthly by means of state warrants to the extent of ninety-five percent (95%) of the value of work performed, including acceptable material stored at the building site, as determined by the Iowa DOT. Invoicing shall be based on the vendor's hours worked the previous month. The Iowa DOT shall retain from each monthly payment five percent (5%) of the amount due. The state will pay retainage as early as thirty (30) days after the successful end of the engagement.

Federal assistance is anticipated to defray approximately 80 percent of the budgeted project costs of the work or item(s) being purchased. Federal assistance for the items being purchased cannot be reimbursed by the Federal Highway Administration until such work/item is delivered, inspected, and accepted. Unless otherwise detailed in writing, payment for the item(s) purchased shall not be made to the Contractor until approximately thirty (30) days after the date an item is accepted by the Iowa DOT.

In the event the vendor develops code which does not perform as designed and must be rewritten, or which creates operational issues when put into production, the Iowa DOT will not pay the vendor for the work associated with the rewrite.

#### **6.20 Travel Expenses**

If travel is required, actual travel expenses will be based on government per diems and must have prior approval by Iowa DOT project manager. Privately Owned Vehicle (POV) Mileage Reimbursement Rates will apply. Receipts for actual incurred travel expenses are to be submitted with invoice. Reimbursements for travel expenses are not to exceed the maximum reimbursement allowances established by GSA per diem rates. These rates can be found at [www.GSA.gov](http://www.GSA.gov) website. Travel should be by most economic means.

## **6.21 Care of Property**

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

## **6.22 Vendor Conduct**

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

## **6.23 Public Contract Termination**

The Provisions of Iowa Law as contained in Chapter 573A of the Code of Iowa, an Act to provide for termination of contracts for the construction of public improvements when construction or work thereon is stopped because of national emergency shall apply to and be a part of this Contract, and shall be binding upon all parties hereto including sub-contractors and sureties upon any bond given or filed in connection herewith.

**Legislative Changes.** The Contractor expressly acknowledges that the contracted Deliverables are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the project, the Contractor shall not hold the Agency liable in any manner for the resulting changes. The Agency shall use best efforts to provide thirty (30) days' written notice to the Contractor of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Contract to address the legislative change. Nothing in this Subsection shall affect or impair the Agency's right to terminate the Contract pursuant to the termination provisions.

**Repayment Obligation.** In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the Contractor shall be liable to the Agency for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

## **6.24 Confidential Information. (Attachment 6)**

**6.24.1** The Contractor's employees, agents and subcontractors may have access to confidential information maintained by the Department 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 Department.

The Contractor shall provide to the Department 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 Department at all times.

**6.24.2** 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 Department, either during the period of the Contract or thereafter. Any data supplied by the Department to the Contractor or created by the Contractor in the course of the performance of this Contract shall be considered the property of the Department. 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 Department. The Contractor may be held civilly or criminally liable for improper disclosure of confidential information.

**6.24.3** 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 Department and cooperate with the Department in any lawful effort to protect the confidential information.

**6.24.4** The Contractor shall immediately report to the Department any unauthorized disclosure of confidential information.

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

## **6.25 Information Technology – Security**

The successful bidder will be expected to agree to and follow the state of Iowa's Information technology Security policies.

**State of Iowa Department of Administrative Services  
Enterprise Security Standards**

<http://secureonline.iowa.gov/links/index.html>

## **Attachment # 1 - Certification Letter**

**Alterations to this document are prohibited (see Section 2.12.16)**

*Note: Effective Date follows signature of last page*

Patricia Harmeyer, Purchasing Director  
Iowa Department of Transportation  
800 Lincoln Way  
Ames, Iowa 50010

Re: PROPOSAL CERTIFICATIONS

Dear Ms. Harmeyer:

I certify that the contents of the Bid Proposal 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 its Bid Proposal 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 Bid Proposal in response to the RFP, I certify on behalf of the Contractor the following:

1. The Bid Proposal 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 Bid Proposal 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 Bid Proposal 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 Bid Proposal 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 Bid Proposal 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 Bid Proposal 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 Bid Proposal in response to (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 Bid Proposal 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 2.12.16)**

*Note: Effective Date follows signature of last page*

Patricia Harmeyer, Purchasing Director  
Iowa Department of Transportation  
800 Lincoln Way  
Ames, Iowa 50010

Re: AUTHORIZATION TO RELEASE INFORMATION

Dear Ms. Harmeyer:

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 Bid Proposal submitted in 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 Bid Proposal. 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

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

Section	RFP REFERENCE	LOCATION OF RESPONSE
Cover	Bid Response	
Cover/4.3	Schedule of Prices -Cost Proposal	<i>In separate sealed envelope w/original proposal.</i>
2.2/2.5	Acknowledgement that Proposal is not based on oral representations <b>(Attachment 5)</b>	
2.3/2.6	Vendor signed Addenda <i>if issued</i> . Posted on internet website: <a href="http://www.iowadotpurchasing.com">www.iowadotpurchasing.com</a>	
3.2	Mandatory Requirements	
4.1.3	One (1) Original hard copy (marked), and Removable Media + Number of copies -Bid Proposal as specified (Procurement Timetable).	
4.1.4	One (1) Public Copy with Confidential Information Excised	
4.2.1	Transmittal Letter	
4.2.4	Specifications and Technical Requirements	
4.2.5	Background Information	
4.2.6	Experience	
4.2.7	Personnel	
4.2.8	Financial Information	
4.2.9	Termination, Litigation, Debarment	
4.2.10	Certification Letter <b>(Attachment 1)</b>	
4.2.11	Acceptance of Terms and Conditions	
4.2.12	Authorization to Release Information <b>(Attachment 2)</b>	
4.2.13	Firm Bid Proposal Terms <b>(Attachment 6)</b>	
4.2.14/2.2.8	Bid Proposal Guaranty <i>(also known as Bid Bond or Proposal Security)</i> <b>(Attachment 5)Form # 131071</b>	N/A
6.24	Confidential Information & Non-Disclosure Agreement <b>(Attachment 6)</b>	

**Attachment # 4**

Ms. Patricia Harmeyer, Purchasing Director  
Iowa Department of Transportation  
Office of Procurement and Distribution  
Purchasing Section  
800 Lincoln Way  
Ames, Iowa 50010

Re: **Firm Prices**

Dear Ms. Harmeyer:

By submitting a proposal in response to Iowa Department of Transportation Request for Proposal Number listed below signature line, the undersigned certifies the following:

**The Vendor/Contractor** shall guarantee in writing the availability of the services offered and that all bid proposal terms, including price, will remain firm a minimum of **180** days following the deadline for submitting proposals

Sincerely,

\_\_\_\_\_  
[Signature of authorized representative]

\_\_\_\_\_  
[Print Name and Title]

\_\_\_\_\_  
[Printed Name of Contractor Organization]

\_\_\_\_\_  
[Date]

Request for Proposal Number: \_\_\_\_\_

**Attachment # 5**

Ms. Patricia Harmeyer, Purchasing Director  
Iowa Department of Transportation  
Office of Procurement and Distribution  
Purchasing Section  
800 Lincoln Way  
Ames, Iowa 50010

**Re: Acknowledgement that Proposal is not based on oral representations or statements**

Dear Ms. Harmeyer:

By submitting a proposal in response to Iowa Department of Transportation Request for Proposal Number listed below signature line, the undersigned certifies the following:

1. The Vendor's proposal, including cost, is based solely on its own understanding of the requirements of the RFP based on the written contents of the RFP, and any written addenda and written clarifications provided to vendors during the procurement process by the purchasing officer.
2. The vendor acknowledges and agrees that the Iowa DOT is not bound by any oral or written representations, statements, promises, agreements (formal or informal), or understandings (collectively Statements) which were made at any time prior to or during the procurement process by an elected official, officer, appointed official, employee, agent, representative or consultant which are NOT expressly incorporated into the RFP or included by written addenda or written clarifications during the procurement process and issued by the purchasing officer.

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 6

### IOWA DEPARTMENT OF TRANSPORTATION CONFIDENTIAL INFORMATION & NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made between the Iowa Department of Transportation ("Iowa DOT") and \_\_\_\_\_ ("Promissor").  
(Effective date is date entered at the bottom of document following the authorized signature.)

1. **Purpose.** The Iowa DOT and Promissor wish to explore a business possibility of mutual interest concerning contract application development and support assistance relating to the Iowa DOT's proprietary Information Technology systems. In connection with this opportunity, certain trade and business information proprietary to Iowa DOT, hereafter referred to as the Iowa DOT and which the Iowa DOT considers Confidential Information may be provided to Promissor by Iowa DOT.

2. **Definition.** "Promissor" means each and every person or entity, including, but not limited to, a vendor and its representatives, contractors and sub-contractors.

"Confidential Information" means any proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to Promissor by Iowa DOT either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment. Confidential Information does not include any of the foregoing items which (i) is known to Promissor at the time of disclosure to Promissor by Iowa DOT as evidenced by written records of the Promissor, (ii) has become publicly known and made generally available through no wrongful act of Promissor or (iii) has been rightfully received by Promissor from a third party who is authorized to make such disclosure.

3. **Nondisclosure of Confidential Information.** Promissor agrees not to use any Confidential Information disclosed to it by Iowa DOT for its use or for any purpose except to carry out discussions concerning, and the undertaking of, any business relationship between Promissor and Iowa DOT. Promissor will not disclose any Confidential Information of Iowa DOT to third parties or to employees of Promissor except employees who are required to have the information in order to carry out the discussions of the contemplated business.

Promissor will have or has had employees who have access to Confidential Information of Iowa DOT sign a nondisclosure agreement in content substantially similar to this Agreement and will promptly notify Iowa DOT in writing of the names of each such employee upon the request of Iowa DOT at any time.

Promissor agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Iowa DOT in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that Promissor utilizes to protect its own Confidential Information of a similar nature. Promissor agrees to notify Iowa DOT promptly in writing of any misuse or misappropriation of Confidential Information of Iowa DOT which may come to Promissor's attention. Promissor also agrees that, without Iowa DOT prior written approval, Promissor shall not directly or indirectly disclose to anyone the existence of this Agreement or the fact that Promissor has this arrangement with Iowa DOT.

4. **Return of Materials.** Any materials or documents which have been furnished by Iowa DOT to Promissor will be promptly returned to Iowa DOT accompanied by all copies of such documentation, after the business possibility has been rejected or concludes, or at any time upon Iowa DOT request. No copies of Confidential Information may be made unless

approved in writing by Iowa DOT.

5. **No License.** Nothing in this Agreement is intended to grant any rights to Promissor under any patent or copyright, nor shall this Agreement grant Promissor any rights in or to Iowa DOT Confidential Information, except the limited right to review such Confidential Information solely for the purposes of determining whether to enter into the proposed business relationship with Iowa DOT.

6. **Term.** The forgoing commitment of Promissor shall survive any termination of discussions between the parties and shall continue in perpetuity.

7. **Miscellaneous.** This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information of Iowa DOT may not be assigned without the prior written consent of Iowa DOT. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

8. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Iowa. The federal and state courts within the State of Iowa shall have exclusive jurisdiction to adjudicate any dispute arising out of this agreement or any disclosure by Iowa DOT of its Confidential Information to Promissor.

9. **Remedies.** Promissor agrees that the obligations of Promissor provided herein are necessary and reasonable in order to protect Iowa DOT and its business, and Promissor expressly agrees that monetary damages would be inadequate to compensate Iowa DOT for any breach by Promissor of its covenants and agreements set forth herein. Accordingly, Promissor agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to Iowa DOT and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Iowa DOT shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by Promissor, without the necessity of proving actual damages.

10. **Entire Agreement.** This document contains the entire agreement between the parties with respect to the subject matter contained herein and supersedes any previous understandings, commitments or agreements, oral or written.

\_\_\_\_\_  
[Signature of authorized representative]

\_\_\_\_\_  
[Print Name and Title]

\_\_\_\_\_  
[Printed Name of Contractor Organization]

\_\_\_\_\_  
[Date]

Request for Proposal Number: \_\_\_\_\_

Bidder \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## ***SEALED BID***

PROPOSAL NO: \_\_\_\_\_

PROPOSAL  
DESCRIPTION: \_\_\_\_\_

LETTING DATE: \_\_\_\_\_

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