

Request for Proposal

For

Statewide DMS Maintenance and Electrical Services

Issued by:

IOWA DEPARTMENT OF TRANSPORTATION

Purchasing Section

Proposal No. 12640

Letting Date:

October 8, 2014

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:***

Mary Zimmerman, Senior Purchasing Officer

800 Lincoln Way

Ames, Iowa 50010

Phone: 515-239-1578

Fax: 515-239-1538

E-Mail: mary.zimmerman@dot.iowa.gov

Issued addenda will be posted to internet website:

<http://www.iowadotpurchasing.com>

Date Bids Due: October 8, 2014	Time of Bid Opening: 1:00 P.A.M.	Bid Opening Location: 800 Lincoln Way, Ames, IA
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Proposal Number: 12640	Description: Statewide DMS Maintenance and Electrical Services		
Contract to Begin: November 5, 2014	Date of Completion: November 4, 2016	Proposal Guaranty Amount: \$100,000.00	Liquidated Damages: \$125.00/day
Purchasing Agent: Mary Zimmerman	E-mail Address: mary.zimmerman@dot.iowa.gov	Phone: 515-239-1298	Fax: 515-239-1538
Company Name:			Federal Tax ID:
Street Address:		City:	State: Zip Code:
Supplier Contact (type or print)	E-mail Address:	Phone:	Fax:
Supplier agrees to sell items/services at the same prices, terms and conditions to any other state agency. Regent or Political Subdivision upon request. Please check Yes or No. <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 label the bid response as "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
Cost Proposal Form
Proposal No: 12640**

**Project Description: Statewide DMS Maintenance and Electrical Services
Letting Date: October 8, 2014**

Bid Item	Item Description	Unit	Quantity	Unit Cost	Total Cost
1	Preliminary Work	Lump Sum	1	\$	\$
2	Mobilization	Lump Sum	1	\$	\$
3	New Installations of Overhead or Side-Mount DMS	Per Sign	10	\$	\$
4	New Installation of Portable DMS	Per Sign	4	\$	\$
5	Ordinary Maintenance - Unscheduled and Scheduled	Monthly Cost	24	\$	\$
6	Known Special Projects				
6A	Strip and Reassemble Portable DMS	Per Sign	10	\$	\$
6B	Catwalk Electrical Installation	Per Sign	12	\$	\$
TOTAL (Sum of Items 1, 2, 3, 4, 5, 6A & 6B) =				\$	
7	Extraordinary Unscheduled Maintenance/Future Special Projects				
7A	Labor				
	Master Electrician	Per Hour			
	Journeyman Electrician	Per Hour			
	Technician	Per Hour			
	Fabricator	Per Hour			
	Welder	Per Hour			
7B	Equipment				
	Bucket Truck	Per Hour			
	Back hoe	Per Hour			
	Trencher	Per Hour			
	Boring Machine	Per Hour			
7C	Per Diem	Per Day			
8	Spare Parts/Materials	Invoice Cost + 10%	(No Bid Required)		

Authorized Signature: _____

Company Name: _____

Street Address: _____

City/State/Zip Code: _____

e-mail: _____

I acknowledge receipt of addendum nos. _____



Iowa Department of Transportation
Standard Terms and Conditions
For
Bid Proposals/Contracts
-FORMAL-

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

- Addendums to the bid proposal
- Bid Proposal-
 - Schedule of Prices
 - Specifications
 - Plans and Drawings
- Supplemental Terms and Conditions
- Standard Terms and Conditions

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

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

Preparation of Bid Response: All bid responses must address all aspects of the proposal including clearly answering all questions within the proposal. Bid responses must be typed or completed in ink and submitted on the forms supplied by the Iowa DOT.

Bid responses must be signed and received prior to the bid opening date and time as indicated on the Bid Response cover page or bid opportunity. The signed, submitted quotation or bidder's proposal shall become the official bid response to be considered for award.

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

A. Bid Proposal

1. **Bid Opening:** Bid openings are made public and conducted at the Iowa DOT, Ames complex unless otherwise specified. Proposals received after the time of the bid opening will be returned unopened and considered non-compliant.
2. **Communications:** Questions concerning this proposal should be directed to the purchasing agent listed on the bid proposal. Inquiries can be written, phoned, or faxed. In all cases, written communication will take precedence over verbal communication
3. **Proposal Guaranty:** If required, the bid response page will indicate the amount required to be included in the bid response. A Proposal Guaranty can be supplied in one of the following ways: **(1)** Certified check or credit union certified share draft, cashier's check, or bank draft, drawn on a solvent bank or credit union. Certified checks and certified share drafts shall be drawn and endorsed in the amount indicated. Checks or drafts shall be made payable either to the Iowa Department of Transportation (Iowa DOT) or to the bidder. If payable to the bidder, the check or draft shall be endorsed without qualifications to the Iowa DOT by the bidder or an 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 131084*) must accompany the bid. **The Iowa DOT's Proposal Guaranty form must be used; no other forms or formats will be accepted.**
4. **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 in the bid proposal. 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.

5. **Acceptance/Rejection:** The Iowa DOT 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 supplier(s). 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.
6. **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 received bid responses will be placed in the public domain and be open to inspection by interested parties, according to state law. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal.
7. **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.
8. **Recycled Content:** The Iowa Code encourages purchase of products and materials with recycled content, including but not limited to paper products, oils, plastic products, compost materials, aggregate, solvents, and rubber products. Recycled items or alternatives must be noted in the bid response, if known.
9. **Shipping Terms:** Deliveries shall be F.O.B. Destination unless otherwise specified. All deliveries shall be accompanied by a packing slip indicating the Supplier, quantities shipped, and the purchase order number(s). All deliveries charges shall be included in the bid price and paid by the Supplier. No collect C.O.D. deliveries shall be accepted. When entering into a contract, the Supplier shall notify the freight company that all freight and delivery charges are to be prepaid by the Supplier. Goods delivered to the Iowa DOT Distribution Center at 800 Lincoln Way, Ames, IA shall be received 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 other Iowa DOT locations, the Supplier may contact the destination location for available times to deliver as not all Iowa DOT locations have the same business hours. The Iowa DOT will not be liable for any freight claims or unpaid freight bills arising from contract or purchase order issues.

B. Award

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

1. **Method of Award:** Award shall be made to the lowest responsible, responsive bidder whose bid meets the requirements of the solicitation and is the most advantageous to the Iowa DOT unless otherwise specified. An Iowa bidder will be given preference over an out-of-state bidder when bid responses are equal in all aspects and are tied in price. By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa.
2. **Award Protests:** Protests of award recommendations are to be addressed to the Director of Purchasing, and shall be made in accordance with paragraph 761--20.4(6)"e" of the Iowa Administrative Code.
3. **Contracts:** Successful contractor(s) may be sent either a formal Contract, Notification of Award or purchase order as confirmation of acceptance and award. Any of these binding agreements shall be for the term stated in the bid proposal or on a purchase order and may be renewed for additional period(s) under the same terms and conditions upon mutual agreement as defined. The successful bidder may not assign a contract to another party without written authorization from the Iowa DOT Purchasing Section.
4. **Payment Terms:** The Iowa DOT typically pays properly submitted vendor invoices within thirty (30) days of receipt, providing goods and/or services have been successfully delivered, installed or inspected (if required), and accepted. Invoices presented for payment must be only for quantities received by the Iowa DOT and must reference the purchase order number to be submitted for processing.
5. **Default:** Failure of the Supplier to adhere to specified delivery schedules or to promptly replace rejected materials shall render the Supplier liable for all costs in excess of the bid price when alternate procurement is necessary. This shall not be the exclusive remedy and the Iowa DOT reserves the right to pursue other remedies available to it by law or under the terms of the binding agreement.

C. General

1. **Administrative Rules:** For Additional details on the rules governing the actions of the Iowa DOT Purchasing Section, refer to 761 IAC, Chapter 20, Iowa Administrative Code, entitled "Procurement of Equipment, Materials, Supplies and Services".
2. **Affirmative Action:** The Contractor (and also subcontractor, vendor or supplier) is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the Iowa Department of Management, pertaining to equal employment opportunity and affirmative action. Contractor may be required to have on file a copy of their affirmative action program, containing goal and time specifications. Contractors doing business with Iowa in excess of \$5,000 annually and employing 50 or more full time employees may be required to file with the Iowa Department of Management a copy of their affirmative action plan. Failure to fulfill these non-discrimination requirements may cause the contract to be canceled and the contractor declared ineligible for future state contracts or subject to other sanctions as provided by law or rule.
3. **Applicable Law:** The contract shall be governed under the laws of the State of Iowa. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of a contract and which in any manner affect the work or its conduct. Any legal action relating to a contract shall only be commenced in the Story County, Iowa, District Court or the United States District Court for the Southern District of Iowa.
4. **Conflict of Interest:** No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract issued by the Iowa DOT, See Code of Iowa 314.2
5. **Debarment and Vendor Suspension:** By submitting a 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.
6. **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.
7. **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.
8. **Records Audit:** The contractor agrees that the Auditor of the State of Iowa or any authorized representative of the state, and where federal funds are involved, the Comptroller General of the U.S. Government, shall have access to and the right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the contractor relating to orders, invoices, or payments of a contract or purchase order.
9. **Targeted Small Businesses:** The Iowa DOT seeks to provide opportunities for women and/or minority small business enterprises. To apply for certification as an Iowa Targeted Small Business, contact the Iowa Department of Inspection and Appeals (515-281-5796). Contractors shall take documented steps to encourage participation from Targeted Small Businesses for the purpose of subcontracting and supplying of good or services or both.
10. **Taxes:** Prices quoted shall not include state or federal taxes from which the state is exempt. Exemption certificates will be furnished upon request.
11. **Termination:**
 - **Termination Due to Lack of Funds or Change in Law**

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

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

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

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Envelope label

Request for Proposals for Iowa Statewide Statewide DMS Maintenance and Electrical Services

1 PURPOSE AND OVERVIEW OF THE RFP PROCESS

The Iowa DOT seeks to award a contract for the maintenance and upkeep of existing Dynamic Message Signs (DMS), installation and maintenance of certain infrastructure associated with new DMS construction, and other special projects as assigned by the Iowa DOT Project Manager. The goal of the Statewide DMS Maintenance and Electrical Services contract is to maintain the Iowa DOT's network of DMS in Iowa. The successful Vendor will demonstrate skills necessary to ensure the reliable operation of Iowa DOT DMS infrastructure. The Vendor will be responsible for providing additional electrical and construction services upon request of the Department as described herein. This is a qualifications based contract selection.

The Iowa DOT intends to award a two-year (24-month) contract beginning on November 5, 2014, and concluding on November 4, 2016. Subsequent to the 24th month of system maintenance (November 4, 2016), it will be the Iowa DOT's discretion to retain the Vendor for up to two additional 12-month periods of Statewide DMS Maintenance and Electrical Services. The cost of the Vendor's Maintenance activities for this subsequent period shall be paid as negotiated between the Iowa DOT and the Vendor.

1.1 Existing DMS Network

The Iowa DOT has a growing network of dynamic message signs composed of four general types of signs: Overhead, Side-Mount, Portable, and Full-Color. A summary of these signs is provided in Table 1.1. See Appendix A for additional details.

**Table 1.1 Iowa DMS Inventory by
Type, as of June 2014**

DMS Type	Count
Overhead	69
Side-Mount	52
Portable Trailer	85
Full-Color/Arterial	6
Total Signs	212

1.2 Planned DMS Growth

Additional DMS are being added to the network according to needs and funding levels. For the two-year period from November 5, 2014 through November 4, 2016, the Iowa DOT anticipates purchasing and installing approximately 6-8 Overhead, 5-10 Side-Mount, 0-10 Portable, and 3-8 Full-Color/Arterial DMS. This growth should be accounted for by the vendor when bidding on DMS maintenance responsibilities and will be considered incidental.

For the purpose of this contract, color DMS and arterial DMS should be treated similarly to side-mount DMS.

2 ADMINISTRATIVE INFORMATION

2.1 Issuing Officer

The Issuing Officer, identified below, is the sole point of contact regarding the RFP from the date of issuance until selection of the successful Vendor.

Mary J. Zimmerman, Senior Purchasing Officer
Iowa Department of Transportation
Purchasing Section
800 Lincoln Way
Ames, Iowa 50010
Phone: 515-239-1298
Fax: 515-239-1538
E-Mail: mary.zimmerman@dot.iowa.gov

2.2 Restriction on Communication

From the issue date of this RFP until 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 12:00 p.m. (noon), October 1, 2014. Verbal questions related to the interpretation of this RFP will not be accepted. Vendors may be disqualified if they contact any state employee other than the issuing officer.

In NO CASE shall verbal communication override written communication. 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 Iowa DOT will be accepted.

With the exception of the written proposal which must be submitted by Vendors in accordance with Chapters 3 and 4 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 amendments will be posted on the Iowa DOT Purchasing Division's website: <http://www.iowadot.gov/purchasing/lettingschedule.htm>. The Vendor is advised to check the Iowa DOT's website periodically for amendments to this RFP, particularly if the Vendor downloaded the RFP from the Internet as the Vendor may not automatically receive amendments. If the Vendor received this RFP as a result of a written request to the Iowa DOT, the Vendor shall automatically receive amendments.

Note: If you download from the internet you must complete the Fax Back Sheet found on the first page of the proposal download. This sheet informs the purchasing officer of a downloaded version and once received, the Iowa DOT adds the plan holder to the bidders list to ensure notice of addendums.

2.4 Procurement Timetable

The following dates are set forth for informational and planning purposes; however, the Iowa DOT reserves the right to change the dates. All times listed are Iowa local time for the identified date.

Issue RFP	09/19/14
Questions due	10/01/14
Response to Questions Issued	10/03/14
Closing Date for Receipt of Proposals	10/08/14
Evaluation of Proposals	10/15/14- 10/16/14
Announce Successful Vendor	10/21/14
Estimated Completion of Contract Documentation and Execution of Contract	11/05/14

It is intended that proposals will be evaluated and a notice of intent to award will be issued within sixty (60) 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.

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 12:00 p.m. (noon), 10/01/14. 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 10/03/14 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 amendment to the RFP. Iowa DOT answers to questions will be posted to the Iowa DOT Purchasing Division's website: <http://www.iowadot.gov/purchasing/>.

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. The vendor shall sign and submit with the proposal the document included as Attachment E certifying acknowledgement that proposal is not based on oral representations or statements.

Each bidder is responsible to familiarize themselves fully of the conditions contained in this RFP. Failure to do so will not relieve a successful bidder of their obligation to furnish all services required to carry out the provisions of the contract. Whenever possible, the vendor, 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 Mary Zimmerman in writing of such error and request modification or clarification of the RFP document.

2.6 Amendment to the RFP and 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 amendment 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 eighty (180) day period immediately following the notice of intent to award a contract.

2.7 Submission of Bid Proposals

The Iowa DOT must receive the bid proposal at the Department of Transportation, Purchasing Section, 800 Lincoln Way, Ames, Iowa 50010 before 1:00 p.m. on **10/08/2014**. 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.. 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 4:30 p.m. on the proposal due date. 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 Mary

Zimmerman, Purchasing at (515) 239-1298 (voice) or 515-239-1538 (fax) or mary.zimmerman@dot.iowa.gov (e-mail).

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's 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:

- The Vendor fails to deliver the bid proposal by the due date and time.
- The Vendor fails to deliver the cost proposal in a separate envelope.
- The Vendor states that a service requirement cannot be met.
- The Vendor's response materially changes a requirement of the RFP or the bid proposal is not compliant with the requirements of the RFP.
- The Vendor's response limits the rights of the Iowa DOT.
- 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.
- The Vendor fails to respond to the Iowa DOT's request for information, documents, or references.
- The Vendor fails to include a bid bond.
- The Vendor fails to include any signature, certification, authorization, stipulation, disclosure, or guarantee requested in [Section 5](#) of this RFP.
- 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 the RFP.

- The Vendor initiates unauthorized contact regarding the RFP with state employees.
- The Vendor provides misleading or inaccurate responses.
- 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.

2.13 Non-material and Material Variances

The Iowa DOT reserves the right to waive or permit cure of non-material variances in the bid proposal if, in the judgment of the Iowa DOT, it is in the Iowa DOT's 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 this RFP or other contract requirements if the Vendor is awarded the contract. The determination of materiality is at 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 or representations shall result in disqualification.

2.17 Criminal History and Background Investigation

The Iowa DOT reserves the right to conduct criminal history and other background investigation 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's 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 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's 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 public records as required to comply with the public records laws.

Any request for confidential treatment of 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. 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. 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 5](#) 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 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 will 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's 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 not subject to disqualification will be reviewed in accordance with [Section 6](#) 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 6](#) of this RFP and subject to approval the Iowa DOT Director.

The evaluation and selection of a vendor will be based on the information submitted in the proposal, references, required presentations, and demonstrations, if necessary. Bidders shall respond clearly and completely to all requests for information or clarification within three (3) business days. Failure to respond completely may be the basis for rejecting a proposal. Vendors may supply removable media (CD-ROM or flash drive) 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.

2.24 Award Notice and Acceptance Period

Notice of intent to award the contract will be sent by e-mail to all Vendors submitting a timely bid proposal. Completion of documentation and execution of the contract shall be completed no later than 11/5/14.

After notification of the intent to award is made, and under the supervision of Iowa DOT staff, the Iowa DOT will make available for public inspection copies of proposals received. Proposals will be available between the hours of 9:00 a.m. to 3:00 p.m. at Office of Finance, 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(s) may request, in writing, copies of other proposal(s). The requesting bidder shall reimburse the Iowa DOT at a cost of \$0.20 per single-sided black and white copy, and \$0.80 per single-sided color copy. If bidder desires all copies in black and white this must be stated in request.

Award

Award and final offer will 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. 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.

Iowa Code Chapter 18, and Chapter 401, Iowa Administrative Code, contain policies and procedures for State of Iowa procurement under which this Request for Proposal is issued. The terms and conditions of this RFP, the resulting contract (s) or activities based upon this RFP shall be construed in accordance with the laws of Iowa. Any and all litigation or actions commenced in connection with this RFP shall be brought in Ames, 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 shall 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>. 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.

3 SPECIFICATIONS & TECHNICAL REQUIREMENTS

3.1 New Installations of Overhead, Side-Mount and Color/Arterial Dynamic Message Signs (DMS)

All work shall be in accordance with the RFP requirements contained herein and the Iowa DOT 2009 Standard Specifications for Highway and Bridge Construction and the current General Supplemental Specifications (available on <http://www.iowadot.gov/erl/index.html>).

For the purposes of this RFP, Side-Mount DMS shall also refer to color and arterial DMS.

Requirements described in [Section 3.1.1](#) and [Section 3.1.2](#) shall be included in the lump sum bid item "Installation of New Dynamic Message Signs (DMS)". Requirements in [Section 3.1.3](#) will be variable cost negotiated on a site per site basis and items listed in [Section 3.1.4](#) will be provided by others. (See Appendix B for additional details.)

3.1.1 Preliminary Work and Field Review

The following tasks will be completed by the Vendor for all new DMS installations.

3.1.1.1 Field Review with Iowa DOT staff and other stakeholders

The Vendor shall meet with Iowa DOT staff from various field and central offices at proposed new DMS sites to help locate final DMS placement, locate possible electrical service, and make other suggestions for ease of installation (e.g., hand hole, conduit location). It is anticipated that there will be two preliminary site visits per new installation but additional visits may be required.

3.1.1.2 Coordinate and schedule with DOT staff and Sign Installation contractor

Subsequent to the Field Review(s), the Vendor shall coordinate with Iowa DOT field staff (RCE) and DMS installation contractor to establish a schedule, traffic control and lane closure plan (as needed) and location of utilities. The Vendor shall notify the Iowa DOT Project Manager of the progress of coordination in a manner acceptable to the Iowa DOT Project Manager. The Vendor shall also review existing plans with Iowa DOT staff, this may require a meeting with Traffic and Safety and Iowa DOT Project Manager, to make recommendations if necessary.

3.1.1.3 Coordinate permitting and electrical service with electrical utility provider

The Vendor shall identify and coordinate with the local electrical utility provider and file or obtain all permits, meter applications, easements, establish accounts (billing) for the Iowa DOT, and ensure the circuit is energized by the electrical utility provider. The Iowa DOT shall reimburse the Vendor for meter application fees or other local fees.

3.1.2 DMS Commissioning

The Vendor shall work with DMS Manufacturer to plan and perform the commissioning of each new DMS. Vendor responsibilities include, but are not limited to scheduling the date and time, filling out manufacturer's paperwork, and assisting the DMS manufacturer (on site) with commissioning. The Vendor shall also provide a way to safely enter and exit the sign being commissioned on the day of commissioning, including any needed traffic control. Commissioning activities typically take a half-day per DMS, but can take up to two days.

3.1.2.1 Configuration of Sign Controller, install and configure modem

The Vendor shall program the DMS controller and Iowa DOT provided modem to enable the DMS controller to communicate with the Iowa DOT's central software. The Vendor shall utilize configuration specifications provided by the Iowa DOT Project Manager.

3.1.2.2 Inspection

The Vendor shall perform a post installation inspection of all new DMS utilizing an inspection checklist developed by the Vendor in cooperation with the Iowa DOT Project Manager. The Vendor shall certify to the Iowa DOT Project Manager that all items included in the inspection checklist have been completed, or provide a detailed punch list of items not completed (by the Vendor or by others). It is anticipated that the inspection of DMS will require the use of a bucket truck and precision GPS receiver (GIS/mapping grade). The Vendor shall report results in a manner acceptable to the Iowa DOT Project Manager. See [Section 4.1.4](#) and Appendix C for additional details.

3.1.3 Installation of Infrastructure

The Vendor shall be responsible for the procurement and installation of base infrastructure for DMS installations, including conduit and wire between utility drop and the electrical panel in the DMS. Since the quantity of materials and labor are variable for each location, the Iowa DOT shall reimburse the Vendor for the cost of material (invoice cost plus 15%) and labor hours on a negotiated basis and labor rates as bid. Prior to installation the Vendor shall submit cut sheets for all materials to the Iowa DOT Project Manager for review and approval. Base infrastructure to be installed includes:

- Meter Pedestal
- Breaker Pedestal
- Weatherproof gutter
- Sealtite to rigid conduit
- Stainless steel strapping to hold conduit to truss
- Conduit
- Wire

See [Section 3.4.1](#) and Appendix B for additional details.

3.1.4 Items Not Provided by Vendor

The following items are provided and installed by others and are not included in the lump sum item “Installation of New Dynamic Message Signs (DMS)”

- DMS sign truss, footings, DMS (housing, controller, etc.), hand holes, modem or fiber optic connection, fees associated with right of way acquisition and local permits

3.1.5 Estimated Quantities

For purposes of bidding this RFP, the Vendor shall assume the following quantities for the lump sum bid item “Installation of New Dynamic Message Signs (DMS)”. The estimate of quantities is not guaranteed. It is provided for estimating and bidding purposes only. The Vendor shall assume locations are distributed statewide. The unit price bid for new DMS installation shall be applicable to all new DMS installed for the duration of this contract.

Estimated total new Overhead and Side-mount DMS 11

3.1.6 Method of Measurement/Basis of Payment

Requirements described in [Section 3.1.1](#) and [Section 3.1.2](#) shall be included in the lump sum bid item “Installation of New Dynamic Message Signs (DMS)” and will be paid on a per sign basis.

Requirements in [Section 3.1.3](#) will be variable cost negotiated on a site per site basis with reimbursement to the Vendor for the actual cost of material (invoice cost plus 15%) and actual labor hours using the labor rates as bid.

Basis of Payment shall be the acceptance by the Iowa DOT Project Manager of a commissioned DMS with an accepted DMS Inspection Checklist.

3.2 New and Rented Portable DMS

The Vendor shall be responsible for configuring, commissioning, and integrating new and rented portable DMS.

3.2.1 New Portable DMS

Commissioning new portable DMS includes the following set-up procedures: changing the password to a DOT provided password; utilizing the IP Set Utility, setup the port forwarding protocols; install, configure and program the modem with the port forwarding protocols and making basic checks of the sign to ensure proper function. The Vendor will ensure proper installation and connections of the GPS antenna. The Vendor will enter the portable DMS into the Iowa DOT’s ATMS software and ensure that the sign can be controlled remotely using the ATMS software. The Vendor will also provide and install consumable items such as labels, zip ties, etc.

For purposes of bidding this RFP, the Vendor shall assume the following quantities. The estimate of quantities is not guaranteed. The Vendor shall assume locations are distributed statewide. The unit price bid for new portable DMS installation shall be applicable to all new portable DMS installed for the duration of this contract.

- 5 Portable DMS

Basis of Payment shall be the acceptance by the Iowa DOT Project Manager of a portable DMS integrated into the DOT's ATMS, with an accepted DMS Inspection Checklist.

3.2.2 Rented Portable DMS

Rental portable DMS (provided by others) may be configured and integrated to various levels of success by the sign's owner. The Vendor shall be called upon to perform any range of troubleshooting, configuration and/or integration services to ensure that the sign can be controlled by the Iowa DOT's ATMS software. This work may be performed at the rental company's storage facility or at a deployment site.

Because the level of effort required will be variable for each rental DMS, reimbursement to the Vendor will be for the cost of labor hours on a negotiated basis using labor rates as bid.

3.3 Ordinary Maintenance of Overhead, Side-Mount, and Portable DMS

The intent of the Item "Ordinary Maintenance of Overhead, Side-mount, and Portable DMS" is for the Vendor to be responsible for not only the planned/scheduled maintenance but also for the daily upkeep of the DMS network to ensure the Iowa DOT has daily access to a working statewide system of DMS. A DMS is said to be working when, at a minimum, it can receive a message and display the message legibly under any light conditions.

The Vendor shall perform maintenance on DMS across the state on a scheduled and unscheduled basis. These responsibilities will require the Vendor to employ sufficient staff and equipment to accomplish Ordinary Unscheduled Maintenance ([Section 3.3.3](#)) as well as Ordinary Scheduled Maintenance ([Section 3.3.4](#) and [Section 3.3.5](#)). Ordinary Unscheduled Maintenance refers to the actions, performed as part of day-to-day activities, required to deliver a functioning network of DMS to the Iowa DOT. See Appendix D for a listing of past Ordinary Unscheduled Maintenance by the current DMS Vendor for historical examples of the frequency and level of effort associated with Ordinary Unscheduled Maintenance.

The scheduled maintenance will be twice per year for Overhead and Side-Mount DMS and three times per year for Portable DMS. Unscheduled maintenance may be needed as often as multiple times per day but historically the Iowa DOT DMS network has averaged 20 Ordinary Unscheduled visits per month and 10-15 remote repairs per month. Remote repairs are done through the Iowa DOT supplied software. Remote repairs are defined as repairs done with manufacturer's software, ATMS software or telnet into the sign. Ordinary Unscheduled Maintenance will depend on the results of the Daily Scan (see [Section 3.3.1](#))

of each sign and where it falls in the Response Matrix (see [Section 3.3.2](#)). MOMS tickets ([Section 3.3.1.1](#)) will be responded to based on priority and where it falls in the Response Matrix. In order to keep the network in fully working condition, the Vendor shall respond to most problems that show up on the Daily Scan based upon the Response Matrix, without waiting for the Iowa DOT Project Manager to advise action.

3.3.1 Daily Scan of all DMS

Utilizing Iowa DOT provided software the Vendor shall perform (at a minimum) one daily scan to determine the status of all DMS within the Iowa DOT network. Daily scans shall be done every weekday excluding State holidays. Examples of failures include: pixel failures, communication failures, air flow errors, and all other hardware failures that can be detected via the DMS management software. It is anticipated that daily scans shall take about 1 hour per day. Results of the scan shall be used by the Vendor along with information from MOMS the Response Matrix ([Section 3.3.2](#)), to prioritize and plan the work needed each day.

3.3.1.1 Maintenance Online Management Software (MOMS) Tickets

MOMS is the web-based program used by the Iowa DOT and its ITS maintenance vendor to track maintenance requests and repairs to all of the Iowa DOT's ITS equipment. Requests for maintenance (entered by others) generate MOMS tickets which are prioritized as High, Medium, Low and Very Low. The Vendor shall acknowledge receipt of MOMS tickets in a timely manner and enter the necessary information to document the solution and close each ticket.

MOMS is also used to track performance and failure rates of ITS equipment, including DMS. Therefore the Vendor will also be required to create MOMS tickets for any DMS failures or unscheduled maintenance activities that require repairs by the Vendor, but are not already entered into the MOMS by someone else.

3.3.2 Response Matrix

The Vendor shall develop, for review and approval by the Iowa DOT Project Manager, a Response Matrix (RM). The RM shall be used to determine the appropriate reaction of the Vendor to accomplish Ordinary Unscheduled Maintenance (i.e., the response for each type of failure). The Vendor shall utilize the approved RM to determine their course of action (See Table 3.3.2 "Sample Response Matrix" for reference). The Vendor shall include their planned response in the Daily Monitoring Scan ([Section 3.3.1](#)) submitted to the Iowa DOT Project Manager.

Table 3.3.2 Sample Response Matrix

DMS Error	Maximum Duration of Monitor Period (days)	Maximum Response Time Following Monitor Period (days)
Power Failure	1	0
Communications Failure	1	0
45+ Pixels Error	1	1
SNMP Error	2	1
Controller Error	2	2
Temperature Sensor Error	3	2
Power Supply Error	5	2
1-45 Pixels Error	7	14
Fan Error	7	60

3.3.3 Ordinary Unscheduled Maintenance

Utilizing the results of the Daily Scan (See [Section 3.3.1](#)) and the Response Matrix ([Section 3.3.2](#)) the Vendor shall prioritize and address the results of the Daily Scan. The Vendor shall take the actions indicated by the response matrix without prior approval from the Iowa DOT Project Manager. For example, based upon the Sample Response Matrix (Table 3.3.2), the first day of a communications failure to a DMS the Vendor would enter the failure into MOMS and monitor the DMS throughout the day but would not be required to visit the DMS. On the second day of communications failure the Vendor would be required to take the actions necessary to rectify the problem. These actions (up to and including a site visit to the affected DMS) are to be included in the bid item "Ordinary Unscheduled and Scheduled Maintenance". The Vendor will not receive additional compensation for labor or equipment associated with actions required under "Ordinary" circumstances. The Iowa DOT shall reimburse the Vendor for materials used during Ordinary Unscheduled Maintenance, excluding consumables.

3.3.4 Ordinary Overhead and Side-Mount Semi-Annual Scheduled Maintenance

The Vendor shall be responsible for providing the necessary personnel and equipment to provide for the testing, cleaning, and maintaining each DMS as described below. The activities below are not a comprehensive listing of all activities required, rather they are provided to give a representation of the type and level of efforts required.

3.3.4.1 Maintenance Checklist and Report

The Vendor shall submit, for review and approval by the Iowa DOT Project Manager, a detailed Scheduled Maintenance Checklist. Utilizing Appendix E as a basis, the Scheduled Maintenance Checklist shall contain (at a minimum) the items contained in [Sections 3.3.4.3 thru 3.3.4.7](#).

Prior to leaving a DMS site the Vendor shall notify the Iowa DOT Project Manager of all items on the Maintenance Checklist that have not been addressed satisfactorily. The Vendor shall also ask the Traffic Operations Center to post a test message and make sure they can control the sign.

3.3.4.2 Schedule

The Vendor shall visit each OH and SM DMS a minimum of twice every 12 months. The Vendor shall present a proposed schedule for review and approval to the Iowa DOT Project Manager identifying the planned visits to each sign. See [Section 4.1.2](#) for additional details.

3.3.4.3 Structures

The Vendor shall visually inspect all structural components of the DMS installation including sign truss, conduit, DMS housing, and related materials to ensure the physical integrity of the installation. The Vendor shall ensure all materials are free from rust or corrosion. The Vendor shall visually and physically ensure that all equipment is secured according to design specifications (e.g., conduit is banded correctly to the sign structure, check for loose nuts and bolts) and take corrective action as necessary. The Vendor is responsible for the visual inspection and reporting of the condition of the DMS truss but is not responsible for remedial actions. See Appendix E for additional details.

3.3.4.4 DMS Cabinets and Housing

The Vendor shall inspect the DMS cabinet and/or housing to ensure all seals and waterproofing are intact and functioning as designed (e.g., waterproof seals do not leak). The Vendor shall maintain rodent proofing of the DMS housing and remove any existing rodent infestations. The Vendor shall provide any housekeeping necessary. The Vendor shall ensure all filters are clean and functioning properly and replace or clean as necessary. The Vendor shall lubricate all locks, hinges, or other mechanical parts as necessary with appropriate lubricant. The Vendor shall maintain proper cable management. See Appendix E for additional details.

3.3.4.5 Pixel Board

The Vendor shall ensure pixel board(s) are correctly mounted and seated within the DMS structure. The Vendor shall ensure proper performance of installed pixel boards utilizing a DMS manufacturer specified pixel test, a full power test with all pixels illuminated, and any additional test(s) as directed by the Iowa DOT Project Manager. The Vendor shall document all results and take appropriate remedial action (e.g., check connections between controller and board, replace board if un-repairable on site). See Appendix E for additional details.

3.3.4.6 Controller

The Vendor shall verify correct (current) firmware. The Vendor shall verify correct controller settings (e.g., font, character spacing, and brightness). The Vendor shall verify that no error messages are present and take appropriate remedial action. See Appendix E for additional details.

3.3.4.7 Electrical

The Vendor shall verify and document appropriate grounding resistance utilizing a ground resistance meter. The Vendor shall verify proper installation and performance of all breakers and surge suppressors. See Appendix E for additional details.

3.3.5 Ordinary Portable DMS Scheduled Maintenance

Ordinary Scheduled Maintenance shall be performed on Portable DMS at least three times per year, with no more than six months between any two visits. The first Ordinary Scheduled Maintenance may be done in conjunction with other inspections or visits. Maintenance will be done at each sign's current location. The Iowa DOT will not transport portable DMS to a DOT facility for the sole purpose of scheduled maintenance. The Vendor may, with advance notice and approval by the Iowa DOT Project Manager, transport portable DMS to a local DOT (or other) facility at the Vendor's expense.

Utilizing Appendix E as a basis, the Vendor shall submit for review and approval by the Iowa DOT Project Manager a detailed Scheduled Maintenance Checklist. Maintenance will include but not be limited to: check for water intrusion; tire pressure; hydraulic fluid; battery voltage; and clean solar panels. See Appendix E for additional details.

3.3.6 Method of Measurement/Basis of Payment

Method of measurement shall be for work described in [Section 3.3](#).

Basis of Payment shall be the lump sum per month bid amount upon completion of monthly Ordinary Maintenance and includes all work described in [Section 3.3](#), and [Section 4.2](#) which is incidental to Ordinary Maintenance.

3.4 Extraordinary Maintenance for Overhead, Side-Mount and Portable DMS

It is understood that the Vendor is on-call 24 hours a day 365 days a year and that a 4-hour response time is required during non-business hours. Business hours are defined as all weekdays from 6 am to 6 pm, excluding Iowa DOT holidays. Hours worked during business hours by personnel included in the bid item "Ordinary Unscheduled and Scheduled Maintenance" will not be eligible for extra pay. Extraordinary Maintenance may include the cost of additional labor or equipment resulting from unusual circumstances. Compensation for the Item "Extraordinary Maintenance for Overhead, Side-Mount and Portable DMS" also includes work started or requested by the Iowa DOT to be performed outside of "business hours."

Before beginning any work which the Vendor reasonably believes will be billable as "Extraordinary" the Vendor shall contact and receive prior approval from the Iowa DOT Project Manager. **Any work done without the prior approval of the Iowa DOT Project Manager will be considered "Ordinary Unscheduled Maintenance" and the Vendor will not receive additional compensation.**

Possible examples of Extraordinary Maintenance include:

- Vehicle collisions with DMS (the Iowa DOT will reimburse the Vendor for work performed, the Vendor is not required to bill other (i.e., insurance) entities for payment).
- "Ordinary" DMS maintenance, service or repair performed on evenings, weekends or holidays--but only if specifically requested as such by the Iowa DOT Project Manager.
- Vandalism or Negligence by others: includes signs that are turned off or moved by others so that sign cannot be read by the general public.
- Force majeure.

Compensation for negotiated and time plus materials tasks will be based upon the hourly rates bid for the following specific Labor and Equipment categories:

3.4.1 Labor

The loaded hourly (bid) rate for labor shall include all company expenses related to time worked, including (but not limited to): mobilization; overhead; fringe benefits; profit; etc.

Master Electrician is a person educated, trained and licensed by the State of Iowa as a Master Electrician.

Journeyman Electrician is a person educated, trained and licensed by the State of Iowa as a Journeyman Electrician.

Technician is a person who is not a Master or Journeyman Electrician who performs skilled tasks related to the installation, troubleshooting and repair of electronic components and other DMS equipment.

Fabricator performs skilled work operation machine tools in the fabrication of a variety of metal components for machinery and equipment.

Welder is a craftsperson skilled in the use of hand-held welding equipment to cut, join, or fuse metal materials.

Equipment Operator is a person who is not an electrician or technician who operates heavy transportation and/or construction equipment (bucket truck, backhoe, trencher, etc.)

3.4.2 Equipment

The loaded hourly (bid) rate for equipment shall include all company expenses related to time worked, including (but not limited to): mobilization cost; overhead; profit; etc.

Bucket Truck- must be capable of reaching a working height of 42 feet

Backhoe

Trencher

Boring machine- anticipated bore lengths will be from 50 to 300 feet

3.4.3 Travel/per diem

The Iowa DOT shall reimburse the Vendor for daily meals and lodging only when overnight stays are required as a result of Extraordinary Maintenance. Reimbursement shall be limited to federal reimbursement rates. See

<http://www.gsa.gov/portal/category/21287> for additional details.

3.4.4 Method of Measurement/Basis of Payment

The compensation shall be as negotiated based upon the required labor, equipment, and materials necessary to accomplish each task at the quoted rates ([Section 3.4](#)). Negotiation shall be per 1109.03 of the Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Series 2009.

Additional compensation beyond the bid rates above will be paid with advance notice to and approval from the Iowa DOT Project Manager, under the following circumstances:

- Work outside of business hours (M-F, 6AM – 6PM) = 1.5 x hourly labor rate
- Work on Iowa DOT defined holidays = 2.0 x hourly labor rate

3.5 Defined Special Projects

The Vendor shall bid a unit cost for all work associated with the following Special Projects.

3.5.1 Strip and Reassemble old Portable DMS

There are several Addco Portable DMS that are in need of restoration. These DMS work fine but are in need of fresh paint and some metal work. The Vendor will remove all components taking the sign down to the basic frame. The Vendor will repair any areas of structure that are unsound. The Iowa DOT will have the frame cleaned and painted. The Vendor will then reassemble the Addco Portable DMS and return it to the garage that it is assigned. Reassembly may include new safety stickers and Iowa DOT decals.

3.5.2 Electrical Work Related to Catwalk (Runway) Installations

For the purpose of bidding this RFP it should be assumed that there are 20 DMS which require the retro-fitting of conduit to accommodate new catwalk installations. The actual quantity will vary.

The Vendor will disconnect the existing electrical service, reroute the conduit from the front of the truss to the rear of the truss, and reconnect power.

Disconnect the existing power service includes, shutting off power at the main disconnect, and then disconnecting the power, ground and neutral wires from the breaker box inside the sign. The Vendor will remove these wires from the sign to the truss leg.

The conduit will be removed from the truss, moved to a location that does not interfere with the new catwalk (runway) and reattached to the truss. This may include additional material as the run for the conduit may be longer or worn. Reattach to sign and truss leg.

Pull the electrical service from the truss leg to the breaker box and reattach power, neutral and ground wires. This may include additional material as the run may be longer or worn.

Additional material may include new larger and longer conduit and wire that is sized for amperage and length of run according to NEC code. The Iowa DOT shall reimburse the Vendor (invoice cost plus 15%) for actual materials used.

The Lump Sum Item "Electrical Work Related to Catwalk (Runway) Installations" shall include all Vendor costs, excluding materials, for each DMS.

3.5.3 Method of Measurement/Basis of Payment

The Method of Measurement shall be for each unit of work completed.

Basis of payment shall be the unit price bid per DMS.

3.6 Special Projects - Other

It is anticipated the Iowa DOT will request the Vendor to accomplish additional Special Projects not listed in the Defined Special Projects ([Section 3.5](#)).

In recent years, Special Projects have been variable in frequency, duration and magnitude. They have been initiated at a rate of 10 to 20 projects per year, with a total cost of \$1,000,000 - \$1,500,000 per year. Future amounts can vary widely based on project needs and availability of funding. This information is included to assist the bidder in preparing bids and determining magnitude of resource allocation. It does not constitute a guarantee on the part of the Iowa DOT.

Examples of Special Projects include:

- Installation of base infrastructure for camera installations including footing, pole, cabinet, and electrical service (camera, sensors, and communications provided by others);
- Relocation and deployment of ITS equipment. Move and deploy portable ITS equipment (cameras, HAR, DMS, etc.);
- Rebuild or modify portable ITS equipment trailers. Modify trailers to accommodate upgraded ITS devices. Requires electrical, fabricating and welding expertise.
- Locate existing ITS infrastructure for construction projects (wires, fiber, etc.)

3.6.1 Method of Measurement/Basis of Payment

Maximum compensation shall be as negotiated based on the Vendor's estimated labor, equipment, and materials necessary to accomplish the work and the hourly bid rates for labor and equipment (see [Sections 3.4.1, 3.4.2 and 3.4.3](#)). Negotiation shall be per 1109.03 of the Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Series 2009.

3.7 Spare Parts and Equipment

The Vendor shall coordinate with the Iowa DOT Project Manager to establish a minimum spare parts and equipment inventory. The Iowa DOT shall reimburse the Vendor (invoice cost plus 15%) for establishing and replenishing spare parts to maintain the inventory agreed to by the Vendor and Iowa DOT Project Manager. Spare parts and equipment **will not be included** in the lump sum bid item "Ordinary Maintenance".

The Vendor shall develop a system to track and report the current inventory on hand, used, out for repair, and/or on order. The Vendor shall make available to the Iowa DOT a means, acceptable to the Iowa DOT Project Manager, to access inventory information. The Vendor shall provide a monthly report of spare parts and equipment. See [Section 4.2.3.2](#) for additional details.

3.7.1 Method of Measurement Basis of Payment

The compensation shall be based upon the cost of Spare Parts and Equipment purchased by the Vendor with approval of the Iowa DOT Project Manager (invoice cost plus 15%) as

per Section 1109.03 of the Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Series 2009.

3.8 Traffic Control

The ordinary costs associated with traffic control are to be included and considered incidental to the items Ordinary Maintenance ([Section 3.3](#)) and Defined Special Projects ([Section 3.5](#)). The Vendor shall assume that all Ordinary Maintenance and Defined Special Projects can be accomplished utilizing a shoulder closure.

3.8.1 Method of Measurement/Basis of Payment

Work associated with [Section 3.8](#) shall be considered incidental to Ordinary Maintenance or Defined Special Projects.

Costs associated with traffic control for Extraordinary Maintenance ([Section 3.4](#)) and Special Projects- Other ([Section 3.6](#)) will be negotiated on a case by case basis.

3.9 Mobilization

See Section 2533 of Iowa DOT Standards and Specifications.

4 SCOPE OF WORK

The winning vendor, upon execution of the contract shall perform the following.

4.1 Preliminary

4.1.1 Requirements Document / Compliance Matrix

The Vendor shall prepare a document acceptable to the Iowa DOT Project Manager that identifies the requirements contained in this RFP and how they are satisfied by the services provided by the Vendor.

The Requirements Document shall include a table of project requirements based on the functional requirements, specifications, and design details provided in this RFP. Each requirement shall:

- Identify the requirement with a unique identification number in a format acceptable to the Iowa DOT Project Manager that shall be used to track the requirement throughout all project documentation;
- Cross-reference the requirement to the location in the RFP (include appendices) containing the functional requirement;
- Identify how compliance with that functional requirement will be verified;
- Classify the requirement by type (material, process, design, etc.);
- Exception(s) requested, as applicable.

The Requirements Document shall be revised as necessary to maintain compliance with the project requirements, including any changes.

4.1.2 Schedule

The Vendor shall prepare and submit a detailed schedule for planned visits to all signs as required by the project to the Iowa DOT Project Manager for review and approval. The format shall be acceptable to the Iowa DOT Project Manager. The schedule shall also include all items included in [Section 4.1](#) "Preliminary". An updated schedule shall be submitted once every six months to the Iowa DOT Project Manager for review and approval.

4.1.3 Develop Scheduled Maintenance Checklist

The Vendor shall prepare and submit for review and approval by the Iowa DOT Project Manager a detailed listing of all actions required to be performed for each scheduled maintenance trip to DMS site(s) including any manufacturer-specific requirements. A document shall be prepared for each DMS type (overhead, side mount, portable) as well as any manufacturer-specific requirements. The Vendor shall use Appendix E as a point of reference in the development of the checklist.

4.1.4 Develop Installation Inspection Checklist

The Vendor shall prepare and submit for approval by the Iowa DOT Project Manager a detailed listing of all items and actions required to perform an inspection of newly installed DMS sites. The Vendor shall use Appendix C as a point of reference in the development of the checklist.

4.1.5 Perform Installation Inspection Checklist for all existing DMS

The Vendor shall perform and submit for review and approval by the Iowa DOT Project Manager the Installation Inspection Checklist developed in [Section 4.1.4](#) for all DMS currently installed by the Iowa DOT (See Appendix A for a complete listing of DMS). The Vendor may elect to perform the installation checklist on DMS in conjunction with the first Scheduled Maintenance trip to a DMS. All inspections shall be completed by December 31, 2014.

4.1.6 Verify and Transfer Spare Parts and Hardware from Iowa DOT's current DMS Maintenance Vendor

The Vendor shall arrange to retrieve existing spare parts and hardware from the Iowa DOT's current DMS Maintenance Contractor. The new vendor shall be responsible to perform an inventory and certify the receipt of existing spare parts and hardware from the current DMS Vendor. The Vendor shall receive the spare parts and hardware prior to ordering any additional items described in [Section 4.1.7](#). This task may be done in conjunction with the meeting referenced in [Section 4.2.4.2](#)

4.1.7 Develop Inventory Needs

The Vendor shall prepare and submit for approval by the Iowa DOT Project Manager a listing of spare parts and equipment inventory levels for the project. The Vendor shall be responsible to maintain the agreed upon inventory levels for the duration of the contract. Possible sources of information will be the DMS manufacturers' recommendation, historical data regarding the Iowa DOT DMS network, and the Vendor's past experience with similar DMS networks. The Vendor shall make recommendations to the Iowa DOT Project Manager for adjustments to inventory levels throughout the project.

4.1.8 Develop Response Matrix (RM)

The Vendor shall prepare and submit for review and approval by the Iowa DOT Project Manager a Response Matrix (see [Section 3.3.2](#)). The RM shall include a listing of DMS failures and/or problems and identify the proposed action for each type of failure. The Vendor may utilize Table 3.3.2 as a basis of reference for development of the RM. NOTE: Not all possible errors are shown on the sample RM (Table 3.3.2)

4.1.9 Method of Measurement Basis of Payment

Method of Measurement shall be for all work included in [Section 4.1](#).

Basis of Payment shall be acceptance by the Iowa DOT Project Manager of the Items described in [Section 4.1](#).

4.2 Project Management

4.2.1 General Requirements

As part of this project, the Vendor shall appoint a Project Manager (PM) who will act as a single point of contact between the Iowa DOT and the Vendor. Project management will be a key responsibility of the Vendor, and a continuous function. The PM shall be an employee of the prime Vendor and authorized to represent the Vendor in all matters related to the project. The Vendor's Project Manager assigned to the Iowa DOT project shall have the authority to make commitments and decisions that are binding on the Vendor and any subcontractors.

The PM shall have prior experience managing projects of this type and complexity. If the proposed PM is to change during the course of this contract, prior approval of a new PM is required by the Iowa DOT.

The Iowa DOT has designated an Iowa DOT Project Manager to coordinate all project activities. All communications between the Iowa DOT and the Vendor shall be coordinated through these individuals. The Iowa DOT Project Manager reserves the right to designate a representative to participate in or assist in the execution of any or all duties assigned to the Iowa DOT Project Manager as they relate to this project. In such instances, the Vendor shall interpret that the designee has the same level of authorization as the Iowa DOT Project Manager.

4.2.2 Project Manager Responsibilities

The Vendor PM is responsible for the overall success of the project and ensuring the timely completion of all deliverables and tasks associated with this contract. The following identify specific items to be addressed regularly by the PM:

- Providing periodic updates to the Work Plan and schedules (see Schedule requirements in [Section 4.1.2](#)), as needed, and in a file format approved by the Iowa DOT Project Manager. Changes to the work plan and schedule are subject to approval by the Department.
- Submitting monthly project reports (see [Section 4.2.3](#) Reports).
- Coordination of project resources, work, subcontractors, and suppliers so that project requirements are met in an efficient manner.
- Participating in person at periodic progress meetings and conference calls with project stakeholders and as requested by the Iowa DOT Project Manager.
- Employ competent and skillful employees to do the work. Any employee on the work site that is incompetent, unfaithful or disorderly, or refuses to carry out the provisions of the contract, or uses threatening or abusive language or actions to any person, or is otherwise unsatisfactory, shall be immediately removed from the

project and shall not be used again on the project without the consent of the Iowa DOT Project Manager.

4.2.3 Reports/Response

The Vendor shall be responsible for providing the following reports to the Iowa DOT.

4.2.3.1 Weekly

On a weekly basis, the Vendor shall provide a report containing an itemized list containing (at a minimum) the following:

- Work Performed in the week
- Sites Visited in the week
- Equipment Used in the week
- 1 week look ahead including planned site visits and work to be performed

4.2.3.2 Monthly

On a monthly basis, the Vendor shall provide a report containing an itemized list containing (at a minimum) the following:

- DMS uptime over the month based on ping tests provided by monitoring software
- DMS functionality (recurring errors by DMS location) over the month
- Explanations of any DMS that do not meet availability requirements as agreed to by the Vendor Project Manager and the Iowa DOT Project Manager
- Work Performed in the month
- Sites Visited in the month
- Equipment Used in the month and status of Spare Parts inventory
- 1 month look ahead including planned site visits and work scheduled to be performed

The Monthly Report shall correlate to the items included in the monthly invoice submitted to the Iowa DOT Project Manager.

4.2.4 Meetings

4.2.4.1 Initial/Kick-Off Meeting

Within two weeks of execution of this contract, the Vendor shall meet with the Iowa DOT Project Manager. Meeting attendees shall include all Vendor staff expected to conduct work on this contract, as well as the Iowa DOT Project Manager and other DOT designees. This meeting will be held within 50 miles of Ames, Iowa.

4.2.4.2 Meeting with current DMS Maintenance Contractor

The Vendor shall attend a meeting with the Iowa DOT's current contractor, Baker Electric, at the Iowa DOT Central Campus, located at 800 Lincoln Way in Ames, IA. The purpose of the meeting is to familiarize the Vendor with the current DMS maintenance program, communicate with the current contractor regarding outstanding issues related to the DMS network, arrange to receive existing the DMS spare parts inventory, and any other topic as mutually agreed.

4.2.4.3 Monthly Meetings

On a monthly basis the Vendor shall attend person-to-person meetings with the purpose of reviewing the monthly report(s), reviewing project schedule and budget, outstanding invoices, planning of upcoming efforts, and any other project management issues.

At the discretion of the Iowa DOT Project Manager the Monthly meetings may be accomplished via conference call.

4.2.4.4 Ad hoc Meetings

As required by the Iowa DOT Project Manager, the Vendor shall attend meetings to discuss project status, performance for past projects, existing projects, or planned projects. Meetings may be held in Ames, or near a project site in Iowa.

4.2.5 Invoicing

Invoicing shall be done in a manner acceptable to the Iowa DOT Project Manager.

4.2.6 Method of Measurement/Basis of Payment

Work associated with [Section 4.2](#) shall be considered incidental to Ordinary Maintenance.

5 FORMAT AND CONTENT OF RFP

5.1 Instructions

These instructions prescribe the format and content of the proposal. They are designed to facilitate a uniform submittal and review process. Failure to adhere to the proposal format may result in the disqualification of the proposal.

Each Bidder shall structure their proposal using the format, order, and Section headings described below. 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.

5.1.1 Submittal Format

The proposal shall be typewritten on 8.5" x 11" paper, single-sided only, and bound securely.

The proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Cost Proposal shall accompany the Technical Proposal in a separate sealed envelope. If the Bidder opts to use multiple envelopes for their submittal(s), the envelopes of each submittal shall be clearly numbered in the following fashion: 1 of 4, 2 of 4, etc.

The envelopes shall be labeled with the following information:

Proposal No.: 12640

RFP Title: Iowa Statewide Statewide DMS Maintenance and Electrical Services

Iowa Department of Transportation

800 Lincoln Way

Ames, Iowa 50010

Submitted by: (Vendor's Name and Address)

Date:

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

5.1.2 Reference Materials

The Vendor may submit, separate of the proposal, a single bound manual of reference materials pertaining to this project and their proposed solutions. The contents of this manual shall indicate the appropriate section(s) supported within the proposal. The bound reference materials shall be submitted with the proposal.

The Vendor may submit supplemental reference materials pertaining to this project and their proposed solutions. Such materials shall be contained in a single bound manual separate from the Vendor's proposal. All reference materials shall indicate the appropriate section(s) they support within the proposal. The bound reference materials

shall be submitted at the same time as the proposal. This manual is not subject to the proposal page limitations contained herein.

Any reference materials submitted will only be for the Iowa DOT's use in better understanding the Vendor's proposed solutions. Such reference materials will not be considered part of the actual proposal submitted for evaluation.

5.1.3 Copies to be Submitted

The Bidder shall submit to the Issuing Officer a minimum of one (1) original, and six (6) printed copies of the proposal including one (1) complete printed set of referenced manuals, any other pertinent documentation, and all its constituent parts along with one (1) removable media (e.g. CD or flash drive) that includes all submitted materials.

5.1.4 Confidential Information

If the Vendor designates any information in its proposal as confidential pursuant to [Section 2.20](#), the Vendor must also submit one (1) copy of the proposal from which confidential information has been excised. The confidential material must be excised and marked "Public Copy" 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 proposal as possible.

A request for confidentiality shall be included in the Transmittal Letter and supported as described in this RFP.

5.1.5 Promotional or Display Materials

Proposals shall not contain promotional or display materials.

5.1.6 Multiple Proposals

If a Vendor proposes more than one (1) method of meeting these requirements, each should be labeled and submitted separately. Each will be evaluated separately.

5.2 Technical Proposal

The following documents and responses shall be included in the bid proposal in the order given below. Strict page limits should be adhered to.

5.2.1 Transmittal Letter (1 page)

An individual authorized to legally bind the Vendor shall sign the transmittal letter. The letter shall include the Vendor's preferred 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 addition to the specific statutory basis supporting the request and 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.

5.2.2 Table of Contents (1 page)

The Vendor shall include a table of contents of its proposal.

5.2.3 Executive Summary (3 page maximum)

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

- A. Statements that demonstrate that the Vendor has read, understands and agrees with the terms and conditions of the RFP and the proposed contract;
- B. A vision and mission statement for this program;
- C. An overview of the Vendor's plans for timely project delivery and approach to project management; and
- D. A demonstration of the Vendor's knowledge of requirements and its proposed approach for project needs.

5.2.4 Work Plan (10 page maximum)

The Bidder's Work Plan shall address how their proposed solution satisfies the project requirements identified in [Section 3](#). The details provided shall be fully responsive to the requirements and provide a detailed description of the Bidder's planned approach to the project. The Work Plan shall, at a minimum, include the following: description of the number of personnel to accomplish each work task (e.g., one team of two individuals working 40 hours per week utilizing a bucket truck designated exclusively for this project), physical location of facility(s), and any sub-contractors. Repetition of the requirements may be considered non-responsive and may result in disqualification of the proposal. The proposal must identify any deviations from the stated requirements or requirements the Vendor cannot satisfy. Deviation from or failure to satisfy the stated requirements may result in disqualification of the proposal. The Work Plan shall identify the Vendor's proposed schedule for completion of Ordinary and Extraordinary maintenance and the Preliminary work described in the RFP.

The Work Plan shall identify the individual(s) assigned to each task and the time commitment (hours per week or percentage of their time) to that task or tasks. The proposal shall indicate the specific role of each individual within the project team. The proposal shall list sub-contractors (if applicable) and the role they will play within each work task.

5.2.5 Experience (3 page maximum)

The Vendor must provide the following information regarding its experience:

- A. Number of years in business.

- B. Number of years experience with providing the types of services sought by the RFP.
- C. Describe the level of technical experience in providing the types of services sought by the RFP.
- D. List all services similar to those sought by this RFP that the Vendor has provided to other businesses or governmental entities within the last five years (include dates of service) including a brief description of the project that the services were provided on.
- E. List contact references from three (3) previous clients knowledgeable of the Vendor's performance in providing services similar to the services described in this RFP. All referenced projects shall have been completed in the last five (5) years. References information shall include the contact person, title, project responsibilities, and telephone number.

5.2.6 Staff Expertise (10 page maximum)

The Vendor shall provide resumes for all key personnel, including the Project Manager, who will be involved in providing the services contemplated by this RFP. The resumes shall contain the following information:

- A. Full name.
- B. Educational Background including and specialized or continuing training and any relevant industry certifications.
- C. Years of experience and employment history particularly as it relates to the scope of services specified herein.

5.3 Schedule of Prices - Cost Proposal

The Bidder shall provide its cost proposal for the proposed services.

Provide cost information on the 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 Department is a tax exempt entity.

The Cost Proposal must be submitted in a separate envelope.

5.4 Terminations, Litigation, Debarment

The Vendor must provide the following information for the past five (5) years:

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

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.

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.

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.

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 the execution of the Resulting Contract.

5.5 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.

5.6 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.

5.7 Firm Bid Proposal Terms (Attachment 3)

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.

5.8 Proposal Guarantee, Bid Bond, Bid Proposal Security

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. 131084 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.

6 EVALUATION AND SELECTION OF BID PROPOSALS

6.1 Introduction

This Section describes the evaluation process that will be used to determine which bid proposal(s) provides the greatest benefits to the Iowa DOT. The evaluation process is designed to award the contract not necessarily to the Vendor of least cost, but rather to the responsible Vendor whose responsive bid proposal provides the best value to the Iowa DOT.

6.2 Overview of Evaluation

The proposals will be reviewed first to determine if the mandatory requirements of the RFP are met. 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.

Following the determination of compliance with [Section 5](#), the evaluation of proposals will take place.

Proposals will be evaluated to ensure that they meet the minimum requirements described in the RFP. Proposals will be scored in accordance with the Evaluation Criteria.

6.3 Evaluation Committee

The Iowa DOT intends to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. The Iowa DOT will use an Evaluation Committee to review and evaluate the proposals. The Evaluation Committee will provide input to the members of the Selection Committee.

The Evaluation Committee shall consist of the Selection Committee members and other members with one or more of the following backgrounds:

- Special expertise in procurement of the product(s) and/or service(s) that are the subject of this RFP,
- Knowledge of the Iowa DOT's requirements for these product(s) and/or service(s), and/or
- Technical expertise in communications, or data processing.

Potential Bidders, subcontractors, suppliers, etc. shall not contact nor attempt to contact members of the Evaluation Committee or others employed by or contracted by the Iowa DOT regarding this project or related projects except at the Iowa DOT's request or with the written authorization of the Iowa DOT. Failure to comply with this requirement may result in

disqualification of the proposal and/or the potential Bidder(s), subcontractor(s), supplier(s), etc.

6.4 Evaluation Criteria

The proposal evaluation criteria that will guide the Vendor Selection Committee in selection of the successful Vendor is outlined as follows:

6.4.1 Statement of Work

Emphasis in this area is targeted towards demonstration of the Bidder's understanding of the project and the soundness of their approach. The evaluation will also address the Bidder's plan for adhering to the schedule, mechanisms to be used to control project costs, and overall completeness of proposal. Emphasis will be placed upon the Bidder demonstrating their understanding of the requirements of this RFP.

Understanding of the requirements will be demonstrated by the assignment of the quality and quantity of staff to each of the Tasks in the RFP. The successful Bidder will also describe how they plan to prioritize efforts to ensure Ordinary Scheduled DMS will be accomplished. Demonstration of the Project Management approach and expertise will also be included.

6.4.2 Expertise

Emphasis in this area includes determining whether staff assigned to each Work Task possesses the technical skills and organizational support necessary to accomplish the assigned work. The Selection Committee will evaluate the following: valuation of the proposal will focus on the Bidder's demonstration that they have the capability to provide the services requested as part of this RFP.

- Expertise of key staff assigned to Ordinary Unscheduled and Scheduled DMS Maintenance
- Number of staff assigned to Ordinary Unscheduled and Scheduled DMS Maintenance
- Equipment assigned to Ordinary Unscheduled and Scheduled DMS Maintenance
- Expertise of staff available for Extraordinary DMS Maintenance
- Expertise of staff assigned to or available for Defined Special Project and Potential Special Projects

6.4.3 Experience

Emphasis in this area is targeted towards the demonstration that the Bidder (and any subcontractors, suppliers, etc.) have satisfactory experience within the past five (5) years in the types of services requested.

6.4.4 Cost

The Cost Proposal submitted by the Bidder.

6.4.5 Working Relationships

Emphasis in this area is targeted towards the demonstration that the Bidder's plan will capably establish or continue sound working relationships and good communications with the Iowa DOT staff and other key agencies and individuals.

6.5 Rating of Proposals

All proposals submitted will receive an evaluation from each Selection Committee member and receive a point rating and total score from each Selection Committee member based on the maximum scores shown in **Table 6.1 – Vendor Evaluation Criteria**. A lower rating may result from incomplete or unclear responses to specific criteria. The selection committee will then compile, review, and evaluate the proposals and the Selection Committee members' ratings. The Selection Committee members reserve the right to revise their initial rating if information that influenced their individual rating(s) 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.

Table 6.1 – Vendor Evaluation Criteria.
<p><u>STATEMENT OF WORK</u></p> <ul style="list-style-type: none"> • Proposal is clearly written • Consistent with the Project • Work Plan tasks are clear and logical • Schedule adherence is addressed • Cost control procedures are addressed • All required documents are included
<p><u>EXPERTISE</u></p> <ul style="list-style-type: none"> • Key staff experience with Scheduled DMS Maintenance • Key staff experience with non-Scheduled Maintenance activities • Key staff qualifications- Special Projects and Extraordinary Maintenance
<p><u>EXPERIENCE</u></p> <ul style="list-style-type: none"> • DMS Maintenance • Special Projects • Similar scale projects • Quality of previous projects • References
<p><u>BUDGET</u></p>
<p><u>WORKING RELATIONSHIPS</u></p> <ul style="list-style-type: none"> • Capability to Establish Relationships with Iowa DOT and Other Agencies • Experience with Previous Relationships with Iowa DOT

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. Weighting of evaluation categories is not available to bidder prior to the bid opening.

6.6 Recommendation of the Evaluation Committee

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

6.7 Protest of Award

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

7. Contract Terms and Conditions

7.1 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.

7.2 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.

7.3 Vendor Qualification Requirement

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

7.4 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.

7.5 Equipment Delivery Schedule

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

7.6 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.

7.7 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.

7.8 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.

7.9 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.

7.10 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:

7.10.1 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:

7.10.1.1 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;

7.10.1.2 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;

7.10.1.3 The vendor fails to comply with confidentiality laws or provisions;

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

7.10.2 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.

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

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

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

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

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

7.10.2.6 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.

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

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

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

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

7.10.2.11 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.

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

7.10.2.13 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.

7.10.2.14 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.

7.10.2.15 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.

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

7.10.3 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:

7.10.3.1 Immediately terminate the contract without additional written notice.

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

7.10.4 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.

7.10.5 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:

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

7.10.5.2 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.

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

7.10.5.4 The Iowa DOT's duties are substantially modified.

7.10.6 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:

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

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

7.10.6.3 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.

7.10.6.4 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.

7.10.7 Vendor Termination Duties

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

7.10.7.1 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.

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

7.10.7.3 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.

7.10.7.4 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.

7.10.7.5 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.

7.10.7.6 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.

7.10.8 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.

7.11 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

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

7.12 Proposal Guaranty:

Each bid must be supported by a Proposal Guaranty in the sum of **\$100,000.00**. 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.

Certified checks and credit union share drafts shall be certified, or the cashier's check shall be drawn and endorsed, in an amount not less than prescribed in the proposal. 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. 131084 included in the packet or bid will be rejected.***

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.

6.13 Performance and Payment Bonds

A. Bonds:

Performance bond is not required on contracts for less than \$25,000. However, if the Contract is \$25,000 or more, the bidder shall furnish bonds covering the faithful performance of 100% of the Contract and the payment of all obligations arising thereunder. One copy of the bond shall be submitted on Iowa Department of Transportation Form 131070. All items must be properly filled in, including Contractor's signature. Resident commission agent or attorney-in-fact must file a copy of the power of attorney.

B. Power of Attorney:

Attorney-in-fact who signs the proposal guaranty, Performance Bond, and Labor and Material Payment Bond must file with each bond a certified and effectively dated copy of the Power of Attorney.

7.14 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).

7.15 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.

7.16 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.

7.17 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.

7.18 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.

7.19 Liquidated Damages

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.

7.20 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-seven percent (97%) 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 three percent (3%) 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.

7.21 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 website. Travel should be by most economic means.

7.22 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.

7.23 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.

7.24 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.

7.25 Confidential Information. (Attachment 6)

7.25.1 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.

7.25.2 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.

7.25.3 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.

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

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

Attachment # 1 - Certification Letter

Alterations to this document are prohibited (see Section 2.12.16)

Note: Effective Date follows signature of last page

Renee Shirley, Purchasing Director
Iowa Department of Transportation
800 Lincoln Way
Ames, Iowa 50010

Re: PROPOSAL CERTIFICATIONS

Dear Renee Shirley:

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

Renee Shirley, Purchasing Director
Iowa Department of Transportation
800 Lincoln Way
Ames, Iowa 50010

Re: AUTHORIZATION TO RELEASE INFORMATION

Dear Renee Shirley:

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

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

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

Renee Shirley, Purchasing Director
Iowa Department of Transportation
Purchasing Section
800 Lincoln Way
Ames, Iowa 50010

Re: **Firm Prices**

Dear Renee Shirley:

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 # 4

Renee Shirley, Purchasing Director
Iowa Department of Transportation
Purchasing Section
800 Lincoln Way
Ames, Iowa 50010

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

Dear Renee Shirley:

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 5

**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**

Appendix A

Existing DMS Network

Iowa DOT Existing Overhead DMS

ID	Name	Location	Type	LAT	LONG	District
1	Corp. Woods	DSM	OH	41.67002	-93.57829	1
2	Mills Civic	DSM	OH	41.55778	-93.77623	1
3	Jordan Creek	DSM	OH	41.58524	-93.82212	4
4	4-Mile	DSM	OH	41.65710	-93.54309	1
5	Altoona	DSM	OH	41.66301	-93.47865	1
6	Cumming	DSM	OH	41.50461	-93.78013	5
7	Edgewood	CR	OH	41.94120	-91.72686	6
8	Kirkwood	CR	OH	41.92701	-91.65404	6
9	Ramp	CR	OH	41.92995	-91.67154	6
10	76th	CR	OH	41.90788	-91.67176	6
11	15th	CR	OH	41.96295	-91.67039	6
12	Tower	CR	OH	42.05956	-91.70046	6
13	29th SB	CR	OH	42.00669	-91.66656	6
14	Walcott	QC	OH	41.60426	-90.72482	6
15	Jersey Ridge	QC	OH	41.59578	-90.53996	6
16	Geneseo	QC	OH	41.44019	-90.29329	6
17	Lynn Center	QC	OH	41.41457	-90.32908	6
18	Silvis	QC	OH	41.53649	-90.30143	6
19	Minden	CB	OH	41.49828	-95.54574	3
20	South	CB	OH	41.18898	-95.82346	3
21	Crecent	CB	OH	41.38363	-95.89982	3
22	31st St	DSM	OH	41.59295	-93.66047	1
23	17th St	DSM	OH	41.59340	-93.72697	1
24	Washington	DSM	OH	41.60758	-93.57917	1
25	DM BRdway	DSM	OH	41.64090	-93.57585	1
26	Euclid	DSM	OH	41.63517	-93.57549	1
30	Ames	Ames	OH	41.94958	-93.56948	1
31	Williams	Williams	OH	42.40833	-93.56971	1
33	Abe	Ames	OH	42.02298	-93.57159	1
34	Newton	Newton	OH	41.68074	-93.10068	1
35	Kellogg	Kellogg	OH	41.68916	-92.87671	1
38	Clear Lake	Clear Lake	OH	43.17744	-93.35656	2
40	Sgt. Bluff	SC	OH	42.40770	-96.36594	3
42	RailRd	CB	OH	41.25055	-95.90695	3
43	Ave G	CB	OH	41.27279	-95.89850	3
44	Loveland	CB	OH	41.52423	-95.91789	3
45	Spring Street	CB	OH	41.23098	-95.91690	3
46	Madison Ave	CB	OH	41.23672	-95.82657	3
47	Hwy 6	CB	OH	41.30163	-95.77094	3
48	24th St	CB	OH	41.23240	-95.86999	3
56	Alice's Rd	DSM	OH	41.58016	-93.83275	1
63	Wilson Ave	CR	OH	41.95635	-91.67113	6
64	Melrose	IA City	OH	41.66636	-91.61042	6
65	Swan Lake	IA City	OH	41.77546	-91.64681	6
66	Tiffin	IA City	OH	41.69443	-91.69096	6
67	Wapsi	IA City	OH	41.66783	-91.42448	6
68	Coal Valley	QC	OH	41.45293	-90.44953	6
69	Duck Creek	QC	OH	41.54832	-90.52116	6
70	Moline	QC	OH	41.47632	-90.49398	6
75	Racetrack	CB	OH	41.02650	-95.81445	4

76	19th St	DSM	OH	41.59597	-93.64137	1
82	Lonetree	Waterloo	OH	42.56135	-92.42590	2
84	Buchanan	SC	OH	42.47566	-96.29341	3
92	Riverside	IA City	OH	41.58355	-91.54523	6
95	Union	Waterloo	OH	42.46517	-92.48747	2
96	Evensdale	Waterloo	OH	42.45137	-92.23707	2
99	12th Ave	IA City	OH	41.68914	-91.58167	6
100	Hamilton	SC	OH	42.49263	-96.45199	3
101	Waterloo	Waterloo	OH	42.44932	-92.21980	2
106	Division	QC	OH	41.60008	-90.59761	6
107	Locust	QC	OH	41.54782	-90.67788	6
108	Spruce Hills	QC	OH	41.56266	-90.52218	6
109	Catfish	Dubuque	OH	42.49134	-90.72787	6
110	McPherson	CB	OH	41.26194	-95.80205	3
112	Grand Ave	DSM	OH	41.54617	-93.77626	1
113	Sergeant	SC	OH	42.45975	-96.37876	3
117	Knapp Rd	CR	OH	41.92616	-91.52780	6
121	1st St	DSM	OH	41.71203	-93.57606	1
122	63rd St	DSM	OH	41.59292	-93.70411	1
123	San Marnan	Waterloo	OH	42.47367	-92.32231	2
124	Ames Merge	Ames	OH	42.00037	-93.57069	1
125	2nd Ave	DSM	OH	41.64971	-93.61736	1
129	Berwick	DSM	OH	41.65790	-93.53564	1
662	Booneville	DSM	OH	41.56243	-93.88132	1

Iowa DOT Existing Sidemount DMS

ID	Name	Location	Type	LAT	LONG	District
210	42nd St. WDM	DSM	SM	41.59212	-93.76472	1
211	Hickman NB	DSM	SM	41.60747	-93.77673	1
212	Douglas	DSM	SM	41.64107	-93.77716	1
213	100th	DSM	SM	41.65153	-93.75610	1
215	Morningstar	DSM	SM	41.65000	-93.65283	1
217	E 14th EB	DSM	SM	41.65026	-93.59132	1
218	Hickman SB	DSM	SM	41.60964	-93.77702	1
301	Vets Bridge	SC	SM	42.48728	-96.41338	3
302	SC Barb	SC	SM	42.47501	-96.38337	3
304	Leeds SB	SC	SM	42.56149	-96.33233	3
305	Leeds NB	SC	SM	42.56096	-96.33216	3
306	Lakeport	SC	SM	42.44498	-96.36246	3
351	Mo Valley	CB	SM	41.51252	-95.91112	4
352	Old Lincoln	CB	SM	41.49520	-95.89130	3
353	Honey Creek	CB	SM	41.44830	-95.89900	3
356	Pigeon Creek	CB	SM	41.32940	-95.88490	3
357	Magnum	CB	SM	41.27400	-95.89400	3
362	Daisy	CB	SM	41.49880	-95.61835	3
363	Old 83	CB	SM	41.46325	-95.59600	3
401	Utica Ridge Rd	QC	SM	41.59646	-90.51123	6
402	53rd St	QC	SM	41.56923	-90.52270	6
403	Lincoln Rd	QC	SM	41.53686	-90.51694	6
404	13th Ave	QC	SM	41.48890	-90.50259	6
405	John Deer Rd	QC	SM	41.46350	-90.49490	6
406	Airport	QC	SM	41.45423	-90.49500	6
407	Milan	QC	SM	41.46350	-90.49490	6
408	Eldridge	QC	SM	41.64002	-90.56788	6
501	Little Amana	IA City	SM	41.68748	-91.94257	6
502	Ireland Ave	IA City	SM	41.69390	-91.65250	6
503	US 6	IA City	SM	41.69469	-91.61965	6
504	Iowa River	IA City	SM	41.68532	-91.55134	6
505	Rohert Rd	IA City	SM	41.64935	-91.58764	6
506	Forevergreen SB	IA City	SM	41.72349	-91.64244	6
507	Forevergreen NB	IA City	SM	41.72562	-91.64185	6
508	Wapsi Side	IA City	SM	41.66743	-91.42500	6
601	Newton SM EB	Newton	SM	41.68351	-93.05898	1
602	Newton SM WB	Newton	SM	41.68020	-92.94138	1
621	Mason City	Mason City	SM	41.11197	-93.16355	2
631	Roswell	Rossville	SM	43.18938	-91.37190	2
632	Area 52/Missile Silo	Rossville	SM	43.12614	-91.21038	2
633	Waukon	Waukon	SM	43.24039	-91.49575	2
653	I-80 @ 60th	DSM	SM	41.59205	-93.79434	1
654	Hwy 141	DSM	SM	41.65802	-93.77515	1
655	Beaver	DSM	SM	41.65137	-93.67886	1
656	Guthrie	DSM	SM	41.61464	-93.57736	1
657	Between 65N and 65S	DSM	SM	41.66220	-93.50762	1
658	Bogey	DSM	SM	41.59222	-93.68452	1
659	DeSoto	DSM	SM	41.53373	-94.03767	4
661	Elkhart	DSM	SM	41.77800	-93.57065	1

901	Grandview	Dubuque	SM	42.46349	-90.66812	6
902	Chavenelle	Dubuque	SM	42.49503	-90.74095	6
904	Greyhound	Dubuque	SM	42.51584	-90.64732	6
905	Cottingham	Dubuque	SM	42.43944	-90.79800	6

Iowa DOT Portable DMS

ID	Name	Location	Type	District
200	B38219 DSM	DSM	Port	1
201	B38220 Waterloo	Waterloo	Port	2
202	B38224 DSM	DSM	Port	1
203	B38217 DSM	DSM	Port	1
204	B38228 DeSoto	DeSoto	Port	4
205	B38218 Waterloo	Waterloo	Port	2
206	B38226 DSM	DSM	Port	1
207	B38221 Rockwell City	Rockwell City	Port	3
208	B38229 Jasper Scale	Jasper	Port	1
214	B38223	DSM	Port	1
219	B38225 Rockwell City	Rockwell City	Port	3
220	B38222 DSM	DSM	Port	1
222	B40078 Waterloo	Waterloo	Port	2
223	B40079 Waterloo	Waterloo	Port	2
224	B40080 IA City	IA City	Port	6
225	B40081 Davenport	QC	Port	6
226	B40082 SC	SC	Port	3
227	B40083 SC	SC	Port	3
228	B40084 Onawa	Onawa	Port	3
229	B40085 Osceola	Osceola	Port	5
230	B40086 Osceola	Osceola	Port	5
231	B40087 CB	CB	Port	3
232	B40088 CB	CB	Port	3
233	B40089 Onawa	Onawa	Port	3
234	B40090 R & T Bureau	R&T	Port	3
235	B40091 R & T Bureau	R&T	Port	3
236	B40402 Mason City	Mason City	Port	2
237	B40403 Mason City	Mason City	Port	2
238	B40404 Urbana	Urbana	Port	6
239	B40405 CB	CB	Port	3
240	B40406 Williamsburg	Williamsburg	Port	6
241	B40407 Pacific Junction	Pacific Junction	Port	4
242	B40408 Adair	Adair	Port	4
243	B40409 MO Valley	Mo Valley	Port	4
244	B40410 Cedar Rapids	CR	Port	6
245	B40411 Tipton	Tipton	Port	6
246	B40841 Ft Dodge	Ft Dodge	Port	1
247	B40842 Ft Dodge	Ft Dodge	Port	1
248	B40843 Ames	Ames	Port	1
249	B40844 Ames	Ames	Port	1
250	B40845 Williams	Williams	Port	1
251	B40846 Marshalltown	Marshalltown	Port	1
252	B40847 Ottumwa	Ottumwa	Port	5
253	B40848 Ottumwa	Ottumwa	Port	5
254	B40849 Mt Pleasant	Mt Pleasant	Port	5
255	B40850 Mt Pleasant	Mt Pleasant	Port	5
256	B41013 New Hampton	New Hampton	Port	2
257	B41014 Elkader	Elkader	Port	2
258	B41015 IA City	IA City	Port	6

259	B41016 New Hampton	New Hampton	Port	2
260	B41017 Ames	Spencer	Port	3
261	B41018	Spencer	Port	3
262	B41019 Neola	Neola	Port	4
263	B41020 Neola	Neola	Port	4
264	B41021 Adair	Adair	Port	4
265	B41022 DeSoto	DeSoto	Port	4
266	B41023 District 6	Dubuque	Port	6
267	B41024 Independence	Independence	Port	6
269	B41897 Oskaloosa	Oskaloosa	Port	2
270	B41898 Waterloo	Waterloo	Port	2
271	B41899 Waterloo	Waterloo	Port	2
272	B41900 Mt Pleasant	Mt Pleasant	Port	2
273	B41901 Mt Pleasant	Mt Pleasant	Port	2
274	B41902 Leon	Leon	Port	2
275	B41903 Oskaloosa	Oskaloosa	Port	2
276	B41904 Leon	Leon	Port	2
277	B41905 Waterloo	Waterloo	Port	2
278	B41906 Waterloo	Waterloo	Port	2
279	B41907 Waterloo	Waterloo	Port	2
280	B41908 Waterloo	Waterloo	Port	2
281	B41909 Martensdale	Martensdale	Port	2
282	B41910 Waterloo	Waterloo	Port	2
283	B41911 Donnellson	Donnellson	Port	2
284	B41912 Waterloo	Waterloo	Port	2
285	B41913 Waterloo	Waterloo	Port	2
286	B41914 Waterloo	Waterloo	Port	2
287	B41915 Waterloo	Waterloo	Port	2
288	B41916 Martensdale	Martensdale	Port	2
289	B41917 Waterloo	Waterloo	Port	2
290	B41918 Donnellson	Donnellson	Port	2
296	B34989 Williamsburg	Williamsburg	Port	6
297	B34979	Sloan	Port	3
298	B35849	Onawa	Port	3
299	B34997 Ames	Ames	Port	1

Iowa DOT Existing Miscellaneous DMS

ID	Name	Location	Type	LAT	LONG	District
801	United Comm EB	Boone	Color	42.02308	-93.78123	1
802	United Comm WB	Boone	Color	42.02355	-93.77390	1
803	Under Bridge	Marquette	Color	43.04388	-91.17835	2
804	Ramp to 76	Marquette	Color	43.04307	-91.17923	2
805	McGregor	McGregor	Color	43.01965	-91.18104	2
806	Pink Elephant	Marquette	Color	43.04192	-91.17802	2

Appendix B

New DMS Installation Requirements

Overhead and Side-Mount

OVERHEAD DMS WITHOUT GROUND CABINET

Install 2" schedule 40 PVC from disconnect to hand hole- typical quantity 30' to 60'

Install one 2" ridged steel conduit from DMS to truss leg and connect with seal tight- typical quantity 20'

Install threaded plugs in any unused openings in truss leg

Wire DMS for 100 amp power using #2 USE- typical quantity is 100'

Install #6 bare copper for lightning protection DMS to HH at base of DMS- typical quantity is 60'

Install #6 bare copper for lightning protection truss leg to H-H- typical quantity is 30'

SIDE-MOUNT DMS

Install 2" schedule 40 PVC from disconnect to H-H- typical quantity is 30' to 60'

Install two (2) 2" seal tight from sign to truss leg- typical quantity is 5'

Wire DMS for 100 amp power using #2 USE- typical quantity is 100'

Install two (2) 120 volt circuits from sign to ground cabinet using #14 USE- typical quantity is 200'

Install 2 rodent guard Cat 5E cables from sign to ground cabinet- typical quantity is 120'

Duct seal all pipes

Install #6 bare copper lightning protection from DMS to H-H- typical quantity is 60'

Install #6 bare copper lightning protection from ground cabinet to H-H- typical quantity is 30'

Appendix C
Sample New DMS
Inspection Checklist

DMS Inventory Inspection Form

Inspection performed by:

Date:

DMS Name:

General Information

Date:	Location:	
Manufacturer:		Model:
Contract Number:		
Sign Address:		
Power Company:		
Contact Number:		

Notes

Electrical Service

General

Comments	Status	Spec.
Duct seal exists around wire entry to the disconnect/meter housing.	<input type="checkbox"/>	
Ground wire exists from power service pole.	<input type="checkbox"/>	
Grounding	Resistance:	GND Wire Gauge:

Electrical

Circuit	Breaker Size	Wire Gauge	Voltage	Equipment Connected
Main Disconnect at Meter				-----
Disconnect at ROW if Present				
Branch Circuit #1				
Branch Circuit #2				
Branch Circuit #3				
Branch Circuit #4				

TVSS	Manufacturer:	Model:
Protection Level	Stage 1:	Stage 2:

Additional Notes

Ground Cabinet

General

Comments	Status	Spec.
Main power doesn't run through ground cabinet	<input type="checkbox"/>	
Concrete pad in front of ground cabinet.	<input type="checkbox"/>	
19" rack fully secured to ground cabinet	<input type="checkbox"/>	
Anchor bolts at base of ground cabinet fully tightened and anchored	<input type="checkbox"/>	IM453.09
Concrete pedestal for ground cabinet is square, level appropriate finish and the closed door is perpendicular to the road.	<input type="checkbox"/>	
No gap exists between ground cabinet and concrete base. Ground cabinet is sealed with appropriate material to concrete base	<input type="checkbox"/>	
Two shielded, direct bury, rodent resistant, Cat 5 cables supplied by DOT/sign vendor installed with 10ft extra looped at both ends	<input type="checkbox"/>	
Hand crank for side mount DMS is in the ground cabinet	<input type="checkbox"/>	
Ground wire connected to lug inside of cabinet to ground rod	<input type="checkbox"/>	
Duct seal around wires in conduit at bottom of cabinet	<input type="checkbox"/>	
Two branch circuits composed of 4 insulated conductors (2 hot, 2 neutral) plus 2 grounds	<input type="checkbox"/>	
GFI is working properly	<input type="checkbox"/>	
Grounding	Resistance:	GND Wire Gauge:

TVSS if Present	Manufacturer:	Model:
Protection Level	Stage 1:	Stage 2:

Circuit	Voltage (V)
Branch 1	
Branch 2	

Site Inspection

Comments	Status	Spec.
General		
All finish grade work done no ponding and ready for seed.	<input type="checkbox"/>	
Debris, litter and materials brought to site removed and not planted over.	<input type="checkbox"/>	
Seeding is finished.	<input type="checkbox"/>	
All static signs have been removed and or relocated.	<input type="checkbox"/>	
Handhole (DOT Standard RM-38)		
Handhole has no breaks or cracks that would lead to a break.	<input type="checkbox"/>	
No spliced wires in handhole.	<input type="checkbox"/>	
Rock at the bottom of handhole for drainage.	<input type="checkbox"/>	
Duct seal around wires in the conduit in handhole.	<input type="checkbox"/>	
Conduit in handhole protrudes above rock in bottom of handhole.	<input type="checkbox"/>	
Ground rod in handhole with 2 ground wires from the truss and DMS.	<input type="checkbox"/>	
Handhole has been cleaned of installation debris.	<input type="checkbox"/>	
Ground and Landscaping		
Debris brought to the site removed.	<input type="checkbox"/>	
Ground level and all holes filled.	<input type="checkbox"/>	
Site replanted to look like it did before the project was started.	<input type="checkbox"/>	

Additional Notes

Truss

Comments	Status	Spec.
Rodent protection between truss leg and truss footing is installed correctly.	<input type="checkbox"/>	
Truss is grounded with ground nut inside lower access hole.	<input type="checkbox"/>	
Access holes are free of debris and all holes are sealed from nature.	<input type="checkbox"/>	
Duct seal around wires in conduit at bottom of truss leg on top of footing.	<input type="checkbox"/>	
All potentially dangerous debris has been removed from truss.	<input type="checkbox"/>	
U-bolts used to connect sign and catwalk to truss are installed correctly.	<input type="checkbox"/>	STOH-10-06
Top of truss footing is level with high point of roadway.	<input type="checkbox"/>	
Catwalk gate and ladder open and close freely, lock easily.	<input type="checkbox"/>	

Additional Notes

DMS

General

Comments	Status	Spec.
All components secured.	<input type="checkbox"/>	
Duct seal around wires in conduit coming into sign.	<input type="checkbox"/>	
Wood removed from bottom of sign.	<input type="checkbox"/>	
User manuals present.	<input type="checkbox"/>	

Additional Notes

Electrical

Circuit	Breaker Size	Wire Gauge	Equipment Connected
Main Disconnect			-----
Branch Circuit #1			
Branch Circuit #2			
Branch Circuit #3			
Branch Circuit #4			
Branch Circuit #5			
Branch Circuit #6			
Branch Circuit #7			
Branch Circuit #8			
Branch Circuit #9			
Branch Circuit #10			
Branch Circuit #11			
Branch Circuit #12			
Branch Circuit #13			
Branch Circuit #14			
Branch Circuit #15			
Branch Circuit #16			
Branch Circuit #17			
Branch Circuit #18			
Branch Circuit #19			
Branch Circuit #20			

Power TVSS	Manufacturer:	Model:
-------------------	---------------	--------

Protection Level	Stage 1:	Stage 2:
Comms TVSS	Manufacturer:	Model:
Protection Level	Stage 1:	Stage 2:
Panel Ground	Impedance (Main off):	GND Wire Gauge:
Lug Ground	Impedance (Main off):	GND Wire Gauge:

Item	All on (V / A)	Base Board Heaters On (A)	Ventilation Fans On (A)	Heat Tape / Face Fans On (A)
Hot 1	/			
Hot 2	/			
Neutral	/			
Panel Ground	/			

Equipment Inventory/Status

Component	Quantity	Status
Photocells (Qty)		
Interior Lights (Qty) Type:		
Sign Temperature Sensors (Qty)		
Ambient Temperature Sensors (Qty)		
LED Power Supplies (Qty)		
Airflow Fans (Qty)		
Airflow Sensors (Qty)		
Airflow Filters (Qty) Size: Make / Model:		
Door Sensors (Qty)		

GFI Outlets (Qty / Working Correctly?)		
Battery Backup (Y or N) Make / Model:	<input type="checkbox"/>	
Face Heat (Fans or Heat Tape) (Y or N)	<input type="checkbox"/>	
Base Board Heaters (Y or N)	<input type="checkbox"/>	
Step Ladder (Y or N)	<input type="checkbox"/>	

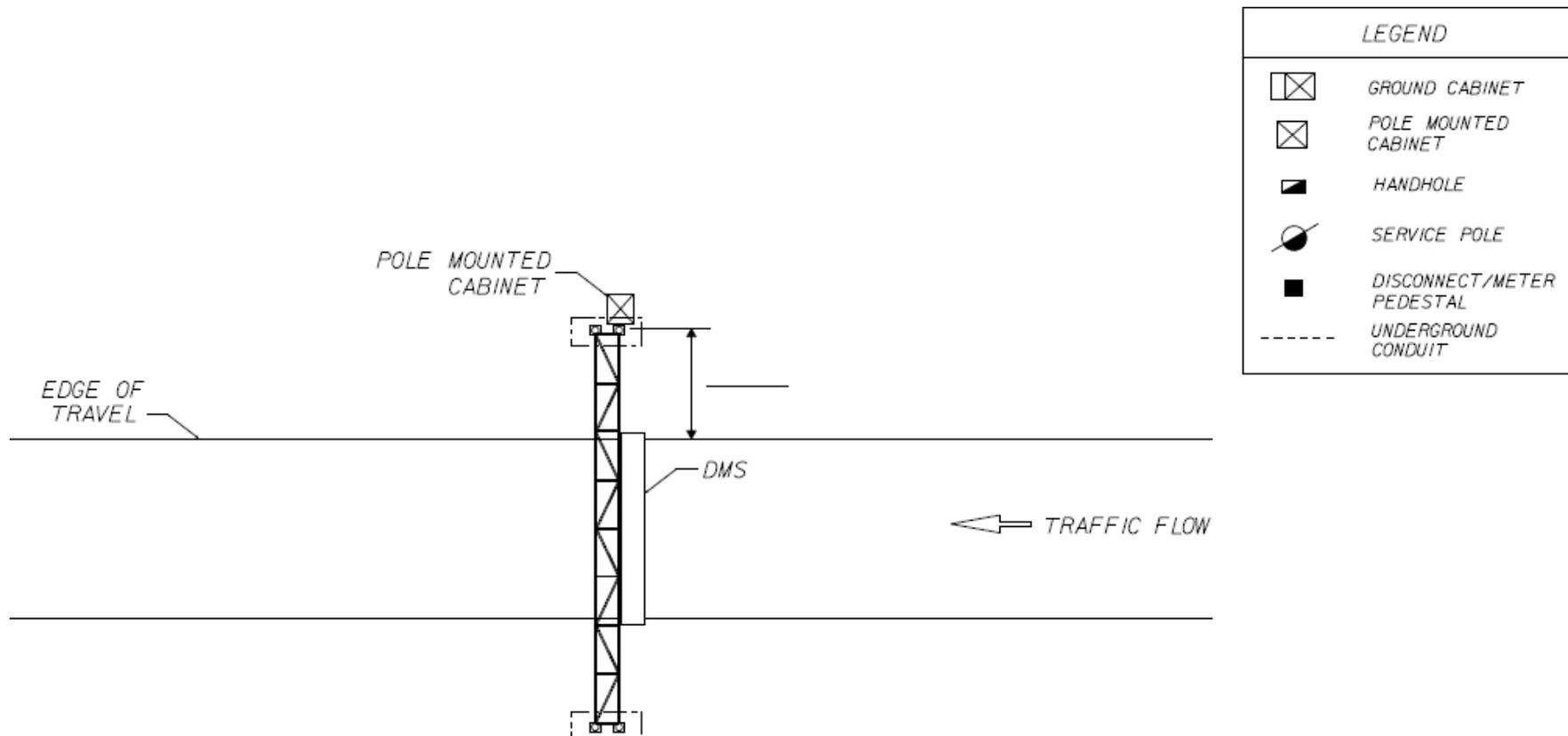
GPS Coordinates (Within two meters)

Truss (Right side closest to traffic)	Lat:	Long:
Right of Way Disconnect	Lat:	Long:
Meter Disconnect	Lat:	Long:
Handhole	Lat:	Long:
Ground Cabinet	Lat:	Long:

Additional Notes

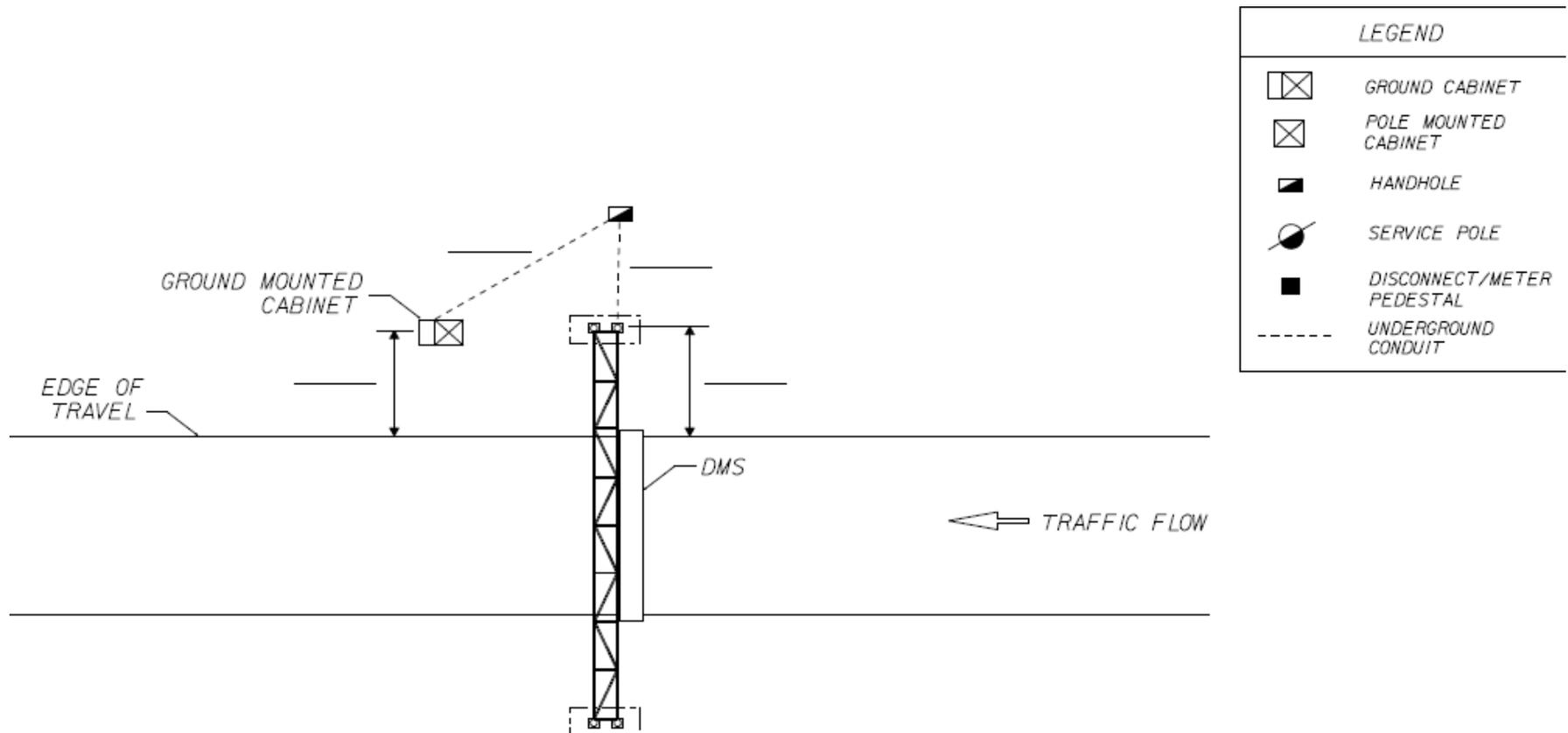
DMS Plan View (N.T.S.) – Pole Mounted Cabinet (Best Fit)

Height from bottom of sign to crown of road



DMS Plan View (N.T.S.) – Pad Mounted Cabinet (Best Fit)

Height from bottom of sign to crown of road



Appendix D

3-Month History/Sample

Ordinary Unscheduled Maintenance

Unscheduled Ordinary DMS Maintenance- March, April, May 2012

Date	Hours**	County	Sign Type	Problem	Solution
3/5/2012	6	Johnson	OH	Trouble shoot electrical issue from power meter.	Electrical service provider contacted.
3/6/2012	4.5	Linn	OH	Trouble shoot controller error.	Replaced e-prom chips.
3/7/2012	3	Johnson	OH	Troubles shoot power supply issue.	Replaced power supply.
3/7/2012	7	Scott	OH	Trouble shoot communications error to phone company demarc.	Phone company contacted.
3/8/2012	2	Iowa	Portable	Trouble shoot communications error.	Power cycled modem.
3/8/2012	2	Scott	Portable	Trouble shoot communications error.	Power cycled modem.
3/26/2012	3	Linn	OH	Trouble shoot Communications error.	Power cycled modem.
4/4/2012	9.5	Pottawattamie	Portable	Trouble shoot Communications error.	Re-booted controller.
4/5/2012	4	Black Hawk	OH	Trouble shoot pixel errors.	Replaced pixel board.
4/5/2012	14*	Linn	SM	Trouble shoot communications errors.	Re-booted controller.
4/5/2012	14*	Johnson	SM	Trouble shoot communications errors.	Re-booted controller.
4/5/2012	14*	Black Hawk	Portable	Trouble shoot communications errors.	Power cycled modem.
4/12/2012	6.5	Johnson	SM	Trouble shoot communications error, determined no power at meter pedestal.	Electrical service provider contacted.
4/16/2012	6	Cerro Gordo	OH	Trouble shoot communications error, determined no power at meter pedestal.	Electrical service provider contacted.
4/16/2012	6.5	Pottawattamie	OH	Trouble shoot pixel error.	Reconfigured controller.
4/17/2012	4	Pottawattamie	OH	Trouble shoot power error.	Replaced power supply.
4/23/2012	3	Story	Portable	Trouble shoot controller error.	Replaced controller
4/26/2012	8*	Black Hawk	Portable	Trouble shoot sign, message garbled.	Replaced pixel board.
4/26/2012	8*	Black Hawk	OH	Trouble shoot pixel error.	Replaced pixel board.
4/27/2012	8*	Black Hawk	OH	Trouble shoot pixel error.	Replaced pixel board.
4/27/2012	8*	Johnson	SM	Trouble shoot communications (SNMP) error.	Telnet to re-boot controller.
5/9/2012	16*	Black Hawk	Portable	Trouble shoot communications error.	Re-booted controller
5/10/2012	16*	Black Hawk	Portable	Trouble shoot communications error.	Re-booted controller
5/10/2012	16*	Black Hawk	OH	Trouble shoot pixel error.	Replaced pixel board.
5/11/2012	10*	Pottawattamie	OH	Trouble shoot pixel error.	Replaced pixel board.
5/11/2012	10*	Pottawattamie	OH	Trouble shoot power error.	Replaced fuses in power supply.
5/11/2012	10*	Pottawattamie	OH	Trouble shoot communications error.	Rebooted controller.

Date	Hours**	County	Sign Type	Problem	Solution
5/14/2012	13*	Poweshiek	Portable	Trouble shoot communications error.	Rebooted controller.
5/14/2012	13*	Black Hawk	Portable	Trouble shoot communications error.	Rebooted controller.
5/15/2012	13*	Black Hawk	Portable		Rebooted controller.
5/15/2012	7	Scott	Portable	Trouble shoot communications error.	Rebooted controller.
5/21/2012	4	Jasper	Portable		Fabricated new brake and replaced pixel board.

* Indicates hours were for multiple signs on the same trip. Although the hours are listed multiple times, the hours indicated are the total hours for that day.

** Includes travel time to/from Des Moines.

Appendix E

Sample

Scheduled Maintenance Checklist

1. Overhead Dynamic Message Signs Preventive Maintenance

1. Preventive Maintenance (Minimum requirements)

Sign Cabinet Inspection – Check Every 6 Months

- Check for evidence of water intrusion in the sign, (i.e. water stain marks).
- Check for any leaks that may have developed. Seal them with a silicone sealant or another suitable sealer.
- Inspect all door gaskets for tears, missing pieces, etc. Repair as necessary.
- Check the drain holes in the bottom of the cabinet to ensure they are unobstructed.
- Paint any visible metal on front of sign.
- Clean and vacuum cabinet.
- Change mouse poison.
- Ladder freely opens and closes, Laddersecure is secure

Temperature & Light Sensor Assembly Inspection (If Applicable) – Check Every 6 Months

- Inspect the temperature and light sensor assemblies, if applicable, for foreign material that could obstruct airflow around the temperature sensors or light sensors.
- Clear away any foreign material.
- Clean the windows if they are dirty.
- Compare DMS ambient and sign temperature readings with a thermometer reading and, if necessary, adjust the Temperature Compensation settings until DMS readings are correct.

Thermometer (°F) Ambient / Sign	DMS (°F) Ambient / Sign	Adjustments
/	/	

Fan Inspection – Check Every 6 Months

- Check that all the fans run.
 1. To do this, note the setting on the cooling thermostat and then turn it clockwise until the fans turn on. Make sure all fans are running. Return the thermostat to its original setting.
 2. After opening the intake fan assembly, check the fan blades for dirt and debris. If the fan blades have a large accumulation of dirt and debris, change the filters more often. Keep the fan blades clean to maintain the fan efficient and ensure proper cooling. Next, spin the fan blades with a pen or pencil to ensure that the bearings are free and the fan is still in balance.

Filter Inspection – Check Every 6 Months

- Check and clean or replace the filters.
- Earth Ground Resistance – Check Every 6 Months**
 - Check earth ground resistance.
 1. Earth ground should always read 10 ohms or less at the site.
- Controller Inspection– Check Every 6 Months**
 - Ensure that all the connectors are secure, and the cables are not damaged in any way.
 - Check the operation of the Controller.
- Internal Hardware Inspection – Check Every 6 Months**
 - Inspect internal hardware to ensure all mountings and connections are tight.
- LED and Electronic Circuitry Testing – Check Every 6 Months**
 - A series of tests should be performed on the sign to check for hardware problems, and incorrect variable settings. Among the processes that will be checked is the exhaust fan turn-on temperature set point (incorrect settings can adversely affect LED lifetime.) This is a test of sign functions only. It does not include tests of other DMS equipment hardware.
 1. Connect the laptop computer to the sign controller and establish communication with the sign.
 2. Check that the temperature levels shown on the *Sign Status* screen of the *Sign Control* tab are the appropriate values for both internal and external temperature.
 3. Display the “All On” test message to turn on all the sign pixels.
 4. Set the brightness to manual, 75%.
 5. Look for pixels that are either completely “dead” or which have only half of their LEDs on, and check that the intensity appears to be correct.
 6. Perform a “Diagnostics” test and check that all the power supplies pass.
 7. Change the brightness to 10% and check that the LEDs dim properly.
 8. Return the light control to “Auto.”
 9. Display the moving row and moving column test messages. Check for pixels that are on when they should be off, or off when they should be on.
 10. Blank the sign. Make sure all the LEDs are off.
 11. Make sure the photocell frequencies are appropriate for the current conditions.
 12. Perform a “Pixel Test,” and make appropriate repairs if any pixels appear to be bad.
 13. Disconnect the laptop controller, call the central controller operator and have him/her call the sign and check that the variable information (messages, schedule, etc.) is correct. Inform the operator you are returning control of the sign to him/her.
 14. Be sure the operator can communicate with the sign before leaving the site.

2. Portable Dynamic Message Signs Preventive Maintenance

1. Preventive Maintenance (Minimum requirements)

Check signs for water intrusion – Check Every 6 Months

- Check door gasket for tears, missing pieces, etc. Repair if necessary.
- Check Drain holes at the bottom of cabinet and the bottom of the window retainer to ensure they are unobstructed
- Seal any leaks with silicone sealant or any other quality sealer.
- Change mouse poison.

Tire Pressure: (Read Manufacture Spec on side wall of tire) – Check Every 6 Months

- Fill if needed

Check Tire Wear – Check Every 6 Months

- Make sure that the wear is even, no belts are showing, and that there is an adequate tread on the tire

Hinges – Check Every 6 Months

- Grease Hinges with a lot of White Lithium Grease before opening any compartments

Hydraulic Fluid – Check Every 6 Months

- Fill the pump until $\frac{3}{4}$ full (about 1" from the top of the tank). Use standard Hydraulic Oil or Transmission Fluid depending on the pump.

Note: Make sure the sign is in the lower position when filling with hydraulic fluid to prevent overflowing.

Battery Acid and Voltage Levels – Check Every 6 Months

- Check batteries for acidity levels with a hydrometer. Fill Batteries with distilled water if necessary. (If applicable)
- Check voltage reading (Should be between 12-13V(13.8V standby voltage))
 - Voltage Reading: _____V
- Charge for 48 hours if necessary
- Gen I: Below 11.5V the power will shut off to prevent damage to batteries
- Gen III: Below 10.5V the power will shut off to prevent damage to batteries

Clean Solar Panels if necessary (with water and a soft cloth) – Check Every 6 Months

- Tilt and Rotate for proper operation if applicable
- Oil if needed

Clean Display Face if necessary (with water and a soft cloth) – Check Every 6 Months

Trailer Lights – Check Every 6 Months

- Test the trailer electrical system by connecting to a towing vehicle and testing all of the lights if applicable.

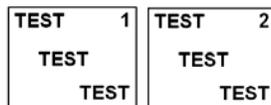
Display Latches – Check Every 6 Months

- Make sure all latches work properly

- Check Connections– Check Every 6 Months**
 - Make sure all connections inside the sign are tight. (Com cables, power cables, etc.)
- Check for Loose Equipment – Check Every 6 Months**
 - Tighten down any loose components inside the sign. (PC Boards, Charger, etc.)
- Check rotation of display – Check Every 6 Months**
 - Mark location of display so display will be at the correct location when it is put back up.
 - Check Display for any give or sway

Functionality Test:

- Pixel Test – Check Every Month**
- Put display all on 100% and check modules for pixel failures and module brightness
 - Replace defective modules.
- Display a message – Check Every Month**
 - Display a Test message the will cover the whole display with at least 2 pages
 - For Example:



- Test communications– Check Every Month**
 - Test the local port on the trailer with Laptop
 - Test from central if applicable
 - Time: _____ Date: _____ TMC Operator: _____
- Inspect Light sensor – Check Every 6 Months**
 - Test Auto Dimming to make sure it is at a reasonable % for the time of day.
 - Write down the dimming percentage _____%
 - Make sure nothing is obstructing the view of the sensor

3. Side Mount Dynamic Message Signs Preventive Maintenance

1. Preventive Maintenance (Minimum requirements)
 - Structural Inspection – Check Every 6 Months**
 - Inspect the mounting structure thoroughly for signs of corrosion, loose bolts, and overall stability.
 - Check the connections of the earth ground wires if they are accessible.
 - Change mouse poison.
 - Hand Crank present in ground cabinet.
 - Paint areas where bare metal shows.
 - Ladder freely opens and closes, Laddersecure is secure

- Temperature & Light Sensor Assembly Inspection (If Applicable) – Check Every 6 Months**
 - Inspect the temperature and light sensor assemblies, if applicable, for foreign material that could obstruct airflow around the temperature sensors or light sensors.
 - Clear away any foreign material.
 - Clean the windows if they are dirty.
- Fan Inspection (If Applicable) – Check Every 6 Months**
 - Check that all the fans run.
 1. To do this, note the setting on the cooling thermostat and then turn it clockwise until the fans turn on. Make sure all fans are running. Return the thermostat to its original setting.
 2. After opening the intake fan assembly, check the fan blades for dirt and debris. If the fan blades have a large accumulation of dirt and debris, change the filters more often. Keep the fan blades clean to maintain the fan efficient and ensure proper cooling. Next, spin the fan blades with a pen or pencil to ensure that the bearings are free and the fan is still in balance.
- Filter Inspection – Check Every 6 Months**
 - Check and clean or replace the filters.
- Earth Ground Resistance – Check Every 6 Months**
 - Check earth ground resistance.
 1. Earth ground should always read 10 ohms or less at the site.
- Controller Inspection– Check Every 6 Months**
 - Ensure that all the connectors are secure, and the cables are not damaged in any way.
 - Check the operation of the Controller.
- LED and Electronic Circuitry Testing – Check Every 6 Months**
 - A series of tests should be performed on the sign to check for hardware problems, and incorrect variable settings. Among the processes that will be checked is the exhaust fan turn-on temperature set point (incorrect settings can adversely affect LED lifetime.) This is a test of sign functions only. It does not include tests of other DMS equipment hardware.
 1. Connect the laptop computer to the sign controller and establish communication with the sign.
 2. Display the “All On” test message to turn on all the sign pixels.
 3. Set the brightness to manual, 75%.
 4. Look for pixels that are either completely “dead” or which have only half of their LEDs on, and check that the intensity appears to be correct.
 5. Perform a “Diagnostics” test and check that all the power supplies pass.
 6. Change the brightness to 10% and check that the LEDs dim properly.
 7. Return the light control to Auto.

8. Display the moving row and moving column test messages. Check for pixels that are on when they should be off, or off when they should be on.
9. Blank the sign. Make sure all the LEDs are off.
10. Make sure the photocell frequencies are appropriate for the current conditions.
11. Perform a "Pixel Test," and make appropriate repairs if any pixels appear to be bad.
12. Disconnect the laptop controller, call the central controller operator and have him/her call the sign and check that the variable information (messages, schedule, etc.) is correct. Inform the operator you are returning control of the sign to him/her.
13. Be sure the operator can communicate with the sign before leaving the site.

Check to see if the DMS is displaying the correct Font.

Every 6 months during PM visit:

The font used on the sign below **NOT CORRECT**. Notice 3 things:

- 1) Each letter is only 4 pixels wide (it should be 5 side)
- 2) There is only 1 blank pixel between letters (there should be 2 between letters)
- 3) There is only 1 blank pixel between rows (there should be 3 blank pixels between rows)

If you find a DMS with the incorrect font, call Jason or Tim to have the correct font uploaded.



The font used on the sign below **IS CORRECT**.





Iowa Department of Transportation

PROPOSAL GUARANTY / BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____
(Contractor's/Bidder's Name)

_____ of _____
(City,State)

as principal, and the _____
(Surety)

of _____ as Surety, are held and firmly bound unto the Iowa Department of
(Address)

Transportation and to the State of Iowa, or Municipality as defined in Iowa Code, Section 73A.1 as applicable, hereinafter defined as Obligee, in the penal sum as shown in the contract documents of the specified project, for which payment said principal and surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the principal is herewith submitting his/her or its sealed proposal for:

County _____

Bid Order # _____
(not required by Purchasing Section)

Type of Work _____

Date of Letting _____, 20 _____.

NOW THEREFORE, if the said proposal bid by said principal be accepted, and the principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall become null and void or in the event of the failure of the principal to enter such contract and give such bond, the principal shall pay to the Obligee the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

IN WITNESS WHEREOF, the principal and surety have caused these presents to be signed this _____ day of _____, 20 _____.

Principal
(Contractor's/Bidder's Name)

By _____
Contractor's/Bidder's Signature

Address

Surety

By _____
Authorized Surety Representative