Request for Proposal
For
Issued by:

IOWA DEPARTMENT OF TRANSPORTATION
Purchasing Section
Proposal No. 14667
Letting Date: September 2, 2015

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:

Jody McNaughton, PA III
800 Lincoln Way
Ames, Iowa 50010
Phone: 515-239-1298
Fax: 515-239-1538
E-Mail: jody.mcnaughton@dot.iowa.gov

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

Procurement Timetable

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

Event/Dates	Section Reference	Date/Time
Issue RFP	**cover**	**8/11/2015**
Number of Copies of Bid Proposals Required	**4.1.3**	**3**
Vendor's Conference (Pre-Bid) ☐ ***Box will be checked when attendance is mandatory***	**2.32**	**N/A**
DOT Response from Contractor's Conference Questions	**2.32**	**N/A**
Contractor Questions, Requests for Clarification, & Changes ***(no later than)***	**2.2/2.5**	**8/17/2015**
DOT Response to Questions Issued ***(no later than)***	**2.2/2.5**	**8/19/2015**
Bid Opening/Proposal Due	**2.8/2.9**	**9/2/2015**
Website testing **"Short list"** (***by invitation only***)	**3.3.230**	**9/2/2015-9/09/2015**
Announce Successful Bidder Intent to Award* ***see note below***	**2.24**	**9/10/2015**
Completion of Contract **Negotiations & Execution of the Contract**	**2.25**	**9/16/2015**
Contract Begins	**Bid Response/ 6.2**	**10/1/2015**
Contract Length **Start Date --- End Date --- Renewals**	**6.2**	**Start: 10/1/2015 End: 09/30/2016 Renewals: 5 (1) one year renewals**

***Intent to Award** MATCH SECTION 4.2.13
It is intended that proposals will be evaluated and a notice of intent to award will be issued within thirty (30) days of the deadline for receipt of proposals. Proposal prices, terms and conditions must be held firm for a 180-day period from the date of the notice of intent to award the contract.

<u>Pre-Bid Vendor Conference Details –</u>
N/A

<u>Presentation and Demonstrations</u>- TBD

Bid Response

	Date Bids Due: 09/02/ 2015	Time of Bid Opening: 1:00 P.M.	Bid Opening Location: 800 Lincoln Way, Ames, IA

Proposal Number: **14667**	Description: Weather Forecasting			
Contract to Begin: 10/01/ 2015	Date of Completion: 09/30/2016	Proposal Guaranty Amount None	Performance Bond (Y/N N	Liquidated Damages: N/A

Purchasing Agent: Jody McNaughton	E-mail Address: Jody.mcnaughton@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 Iowa state agency. Regent or Political Subdivision upon request. Please check Yes or No.	Are you an Iowa Targeted Small Business?
☐ Yes ☐ No	☐ Yes ☐ No

GENERAL INFORMATION/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 or purchase order. **Faxed or email bids will be accepted.**
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 including delivery schedules.

Standard Terms and Conditions for Quotations

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

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

Contracts: Successful contractor(s) may be sent either a formal Contract or a purchase order. The contractor may not assign the contract to another party without written authorization from the Iowa DOT Purchasing Section.

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

Signed _____Date _____

Iowa Department of Transportation
Schedule of Prices
Proposal No: 14667

Item No.	Description	Quantity	Unit/Price	Total Bid Amount
1	Weather Forecasting as per specifications in this RFP including Mandatory, General and Technical requirements specified in Section 3		Lump/Sum	$
	Optional services can be included in the schedule of prices. These items will not be considered a determining factor for the award.			
1	More frequent forecasts	1	each	$
1	Longer forecast coverage	1	each	$
1	Yearlong forecast services	1	each	$
1	Additional weather alerts	1	each	$
1	Additional web services	1	each	$

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

(Please Print)
COMPANY NAME: _____PHONE: _____FAX: _____

ADDRESS: _____CITY: _____STATE: _____ZIP: _____

CONTACT PERSON: _____E-MAIL: _____

SIGNATURE: _____FED TAX ID: _____

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

I ACKNOWLEDGE RECEIPT OF ADDENDUM NUMBERS: _____

Iowa Department of Transportation Standard Terms and Conditions For

Bid Proposals/Contracts

-FORMAL-

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

The entire contents of this 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

(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.

TABLE OF CONTENTS

Section 1 Intro
- **1.1 Purpose & Overview of the RFP Process**
- **1.2 Project Background**
- **1.3 Definitions**
- **1.4 Acronyms**

Section 2 Administrative Information
- **2.1 Issuing Agent**
- **2.2 Restrictions on Communication**
- **2.3 Downloading the RFP from the Internet**
- **2.4 Procurement Timetable**
- **2.5 Questions, Requests for Clarification, and Suggested Changes**
- **2.6 Addendum to the RFP**
- **2.7 Revisions to a Bid Response**
- **2.8 Submission of Bid Response**
- **2.9 Bid Opening**
- **2.10 Costs of Preparing the Bid Proposal**
- **2.11 Reasonable Accommodations**
- **2.12 Rejection of Bid Responses**
- **2.13 Disqualification**
- **2.14 Nonmaterial and Material Variances**
- **2.15 Reference Checks**
- **2.16 Information From Other Sources**
- **2.17 Verification of Bid Proposal Contents**
- **2.18 Criminal History and Background Investigation**
- **2.19 Bid Proposal Clarification Process**
- **2.20 Disposition of Bid Responses**
- **2.21 Public Records and Requests for Confidential Treatment**
- **2.22 Copyrights**
- **2.23 Release of Claims**
- **2.24 Evaluation of Bid Proposals Submitted**
- **2.25 Notice of Intent to Award and Acceptance Period**
- **2.26 Confidential Information**
- **2.27 No Contract Rights until Execution**
- **2.28 Restrictions on Gifts and Activities**
- **2.29 No Minimum Guaranteed**
- **2.30 Conflicts Between Terms**
- **2.31 News Releases**
- **2.32 Bidders' Conference (Pre-Bid)**
- **2.33 Proposal Guarantee**

Section 3 Specification & Technical Requirements
- **3.1 Purpose**
- **3.2 Background**
- **3.3 Bidder Responsibilities – Mandatory General, Technical and Desired,**

3.4 Integration and Interfacing
3.5 Optional Weather Related Applications
3.6 Training
3.7 DOT Responsibilities

Section 4 Form & Content
4.1 Instructions
4.2 Technical Proposal (Response)
4.3 Schedule of Prices – Cost Proposal

Section 5 Evaluation & Selection
5.1 Introduction
5.2 Evaluation Committee
5.3 Overview of Evaluation
5.4 Evaluation Criteria
5.5 Recommendation of the Evaluation Committee
5.6 Protest of Award

Section 6 Contract Terms & Conditions
6.1 Contract Terms and Conditions
6.2 Contract Period
6.3 Contractor Qualification Requirement
6.4 Additional Cost Items Not In Contract
6.5 Equipment Delivery Schedule
6.6 Installation and Implementation
6.7 Scope of Work (Services)
6.8 Licenses
6.9 Labor Regulations
6.10 Contract Termination
6.11 Contractor's Insurance Requirements
6.12 Performance Bond
6.13 Force Majeure
6.14 Indemnification by Contractor
6.15 Indemnification by Iowa DOT
6.16 Payment
6.17 Travel Expenses
6.18 Care of Property
6.19 Contractor Conduct
6.20 Public Contract Termination
6.21 Confidential Information
6.22 Contractor Warranties

Attachment # 1 – Certification Letter
Attachment # 2 – Authorization to Release Information Letter
Attachment # 3 – Requirements check List
Mailing Label

Section 1 Introduction

1.1 Purpose & Overview of the RFP Process

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

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

1.2 Project Background

Iowa DOT is seeking a qualified Supplier or Service Provider that demonstrates the capabilities, experience, and resources required to provide **Weather Forecasting Services for Winter Maintenance.**

1.3 Definitions

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

1.3.1 "Bid Proposal" means the written bid opportunity offered by the Iowa DOT.

1.3.2 "Bid Response" means the Bidders written, submitted response to the Bid Proposal.

1.3.3 "Cost Proposal" means the cost of the project as requested on the Schedule of Prices and submitted with the Bid Response under separate cover.

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

1.3.3 "Bidder" means individual; company or entity submitting a response to this RFP.

1.3.4 "Iowa DOT" means the Iowa Department of Transportation identified on the RFP cover sheet as issuer of the RFP. The Iowa DOT will also execute the Resulting Contract.

1.3.5 "Participating Agency" or "Participating Agencies" means the agency or agencies identified on the RFP cover sheet as Participating Agencies and any other agency that decides to utilize the executed contract.

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

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

1.3.8 "Responsible Bidder" means a bidder that has the capability in all respects to perform the requirements of the Bid Proposal specifications. In determining whether a Bidder is a responsible, responsive Bidder, the Iowa DOT may consider various factors including, but not limited to, the Bidder's competence and qualifications to provide the goods or services requested, the Bidder's integrity and reliability, the past performance of the Bidder relative to the quality of the goods or services offered by the Bidder, the proposed terms of delivery, and the best interest of the Iowa DOT and Participating Agencies.

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

1.3.10 "RFP" means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.

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

1.3.12 "Subcontractor" Includes every person furnishing material, equipment or performing labor as a sublet of any part of contract.

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

AWOS- Automated Weather Observation Stations

RWIS- Road Weather Information System

DOT- Department of Transportation

Section 2 Administrative Information

2.1 Issuing Agent

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

2.2 Restriction on Communication

The Purchasing Agent will respond only to questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted in writing to the Purchasing Agent by the deadline found in the Procurement Timetable listed immediately after the cover sheet**.** Verbal questions related to the interpretation of this RFP will not be accepted. Questions related to the interpretation of this RFP must be submitted as provided in section 2.4. Bidders may be disqualified if they contact any state employee other than the Purchasing Agent. Exception: Bidders may access the State Targeted Small Business website for issues related to the preference for Targeted Small Businesses. https://dia.iowa.gov/tsb/

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

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

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

2.3 Downloading the RFP from the Internet

All correspondence for this bid proposal will be posted on the Iowa DOT's website at **www.iowadot.gov/purchasing/lettingschedule.** **Bidders will be required** to visit the Iowa DOT's website periodically for any and all addendums or other pertinent information regarding this bid opportunity.

2.4 Procurement Timetable

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

2.5 Questions, Requests for Clarification, and Suggested Changes

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

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

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

Each bidder must inform themselves fully of the conditions relating to the proposal. Failure to do so will not relieve a successful bidder of their obligation to furnish all services required to carry out the provisions of bid proposal and final contract. Insofar, as possible, the successful bidder, 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 holder.

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

2.6 Addendum to the RFP

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

2.7 Revisions to a Bid Response

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

2.8 Submission of Bid Response

The Iowa DOT must receive the Bid Response at the Department of Transportation, Purchasing Section, 800 Lincoln Way, Ames, Iowa 50010 before the deadline stated in the Procurement Timetable. This is a mandatory requirement and will not be waived by the Iowa DOT. Any Bid Response received after this deadline will be rejected and returned unopened to the Bidder.

Bidders mailing Bid Responses must allow ample mail delivery time to ensure timely receipt of their bid proposals by the Iowa DOT. It is the Bidder's responsibility to ensure that the Bid Response 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.**

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

2.9 Bid Opening

The Iowa DOT will open Bid Responses at the deadline stated in the Procurement Timetable. The Bid Responses will remain confidential until the Evaluation Committee has reviewed all of the Bid Responses 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 Bidders who bid responses within the time frame permitted will be supplied to any person who requests such information at the time of the bid opening date. The announcement of names of Bidders who submitted a bid response **does not** mean that an individual Bid Response has been deemed technically compliant or that it has been accepted for evaluation.

2.10 Costs of Preparing the Bid Proposal

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

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

2.11 Reasonable Accommodations

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

2.12 Rejection of Bid Responses

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

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

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 with the next highest scoring Bidder.

2.13 Disqualification

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

2.13.1 The Bidder fails to deliver the cost proposal in a separate envelope.

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

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

2.13.4 The Bid Response limits the rights of the Iowa DOT.

2.13.5 The Bidder 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. Bid Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.

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

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

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

2.13.10 The Bidder initiates unauthorized contact regarding the RFP with state employees.

2.13.11 The Bidder provides misleading or inaccurate responses.

2.13.12 The Bidder fails to attend the mandatory pre-bid meeting or conference.

2.13.13 The Bidder's Bid Response is materially unbalanced.

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

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

2.14 Nonmaterial and Material Variances

The Iowa DOT reserves the right to waive or permit cure of nonmaterial variances in a Bid Response if, in the judgment of the Iowa DOT, it is in the Iowa DOT best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other Bidders; 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 Bidder from full compliance with RFP specifications or other contract requirements upon award. The determination of materiality is in the sole discretion of the Iowa DOT.

2.15 Reference Checks

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

2.16 Information From Other Sources

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

2.17 Verification of Bid Proposal Contents

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

2.18 Criminal History and Background Investigation

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

2.19 Bid Proposal Clarification Process

The Iowa DOT reserves the right to contact a Bidder after the submission of bid responses for the purpose of clarifying or ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Bidder has provided goods or services to the Iowa DOT or any other political subdivision wherever located, or requests for corrective pages in the contractor's bid response. 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 Bidder is offering to the Iowa DOT. An individual authorized to legally bind the Bidder shall sign responses to any request for clarification. Responses shall be submitted to the Iowa DOT within the time specified in the Iowa DOT request. Failure to comply with requests for additional information may result in rejection of the bid proposal as non-compliant.

2.20 Disposition of Bid Responses

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

2.21 Public Records and Requests for Confidential Treatment

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

Any request for confidential treatment of specific information must be included in the transmittal letter with the Bidder's Bid Response. In addition, the contractor must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law which support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. **Pricing information cannot be considered confidential information.** The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Bidder to respond to any inquiries by the Iowa DOT concerning the confidential status of the materials.

Any bid proposal submitted which contains confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously

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

If the contractor designates any portion of the RFP as confidential, **the contractor must submit one copy of the bid proposal from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in section 4 of this RFP.** The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the bid proposal as possible.

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

The Bidder'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 Bidder may have had.

2.22 Copyrights

By submitting a bid proposal, the contractor 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 contractor consents to such copying by submitting a bid proposal and warrants that such copying will not violate the rights of any third party. The Iowa DOT shall have the right to use ideas or adaptations of ideas that are presented in the bid responses.

2.23 Release of Claims

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

2.24 Evaluation of Bid Proposals Submitted

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

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

Short-List Bidders shall be required to demonstrate or make a presentation to illustrate their proposed solution. Bidder's key personnel shall demonstrate their solution to this proposal, their authority and reporting relationships within their firm, their expertise and their management style.

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

Selected bidders shall be provided no less than one week's notice for the scheduling of a demonstration or presentation to be held in Ames, Iowa unless otherwise specified.

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

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

2.25 Notice of Intent to Award and Acceptance Period

Notice of intent to award will be posted on the Iowa DOT's website at www.iowadot.gov/purchasing/bidaward. **It is the Bidder's sole responsibility to check daily for the bid tabulation**. Final negotiation and execution of the contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by the Iowa DOT.

Negotiation and execution of the contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by the Iowa DOT. If the successful Bidder fails to negotiate and deliver an executed contract by that date, the Iowa DOT in its sole discretion may cancel the award and award the contract to the next highest ranked Bidder the Iowa DOT believes will provide the best value to the State.

The award shall be granted to the highest scoring responsive, responsible Bidder.

It is the intent of the Iowa DOT to award the contract to the responsible vendor whose bid conforms to the RFP and is the most advantageous to the Iowa DOT, cost and other factors considered. See Award Matrix, Section 5.

2.26 Confidential Information

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

2.27 No Contract Rights until Execution

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

2.28 Restrictions on Gifts and Activities

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

The laws of Iowa provide that it is a felony to offer, promise, or give anything of value or benefit to a state employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties. Evidence of violations of this statute will be submitted to the proper prosecuting attorney.

2.29 No Minimum Guaranteed

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

2.30 Conflicts Between Terms

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

2.31 News Releases

News releases or other materials made available to the media or the public, the Bidder'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 Bidders' Conference (Pre-Bid)

If the Procurement Timetable indicates a Bidders' conference will be held in conjunction with this RFP, it will be held at the date, time, and location listed on the Procurement Timetable. If attendance at the Bidders conference is a mandatory requirement, it will be indicated on the Procurement Timetable. The purpose of the Bidders' conference is to discuss with prospective Bidders the work to be performed and allow prospective Bidders an opportunity to ask questions regarding the RFP. Verbal discussions at the Bidders' conference shall not be considered part of the RFP unless confirmed in writing by the Iowa DOT and incorporated into this RFP.

The conference may be recorded. Questions asked at the conference that cannot be adequately answered during the conference may be deferred and addressed at a later date. A copy of the questions and answers will be sent to Bidders who submit a letter of intent to bid.

2.33 Proposal Guarantee

Each bid must be supported by a Proposal Guarantee in the sum indicated on the Bid Response cover page (if required). See Standard Terms and Conditions included in the Bid Proposal section A-3.

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 indicated in the Bid Proposal. If a proposal guarantee is submitted, it must be submitted on **Iowa DOT Form No. 131084 (Appendix B) or bid will be rejected.**

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

Section 3 Specifications and Technical Requirements

3.1 Purpose

Iowa DOT is seeking a qualified Bidder that demonstrates the capabilities, experience, and resources required to provide, the following **MANDATORY REQUIREMENTS** for Weather Forecasting Services for Winter Maintenance. Bidders must indicated in the RFP their capabilities, experience and resources required to provide the following mandatory, general, and technical requirements as indicated in Section 3.

3.2 Background

The DOT currently has a contract for weather forecasting services to assist in winter maintenance decision making. Field supervisors utilize this information to schedule crews and make road treatment decisions as per information received from our current weather forecasting service.

Bidders must respond to all requirements in section 3. Describe in detail how each of the following responsibilities will be accomplished and the format in which they will be presented.

3.3 Bidder Responsibilities –Mandatory, General, Technical, and Desired

General Forecast Product Requirements.

3.3.1 Provide at least 4 winter forecasts per day for each Iowa County from October 15 through April 14 for each year of the contract period beginning October 2015 through September 30, 2016.

3.3.2 A forecast must be posted or updated on website daily at 12:00 AM, 6:00 AM, 12:00 noon, and 6:00 PM. If the contractor agrees to provide greater forecast issuance frequency, a forecast must be issued at 12:00 PM noon, and all other forecasts should be evenly spaced throughout the next 24 hours.

3.3.3 Forecasts should be delivered by the required hour, and no sooner than 30 minutes before that hour. Each forecast will provide hourly values of each of the required weather items, out to 24 hours in advance.

3.3.4 All forecast values are to be displayed graphically and in tabular text form. The tabular and graphical hourly winter forecast shall include:

a) Air temperature in degrees Fahrenheit.
b) Dew point temperature in degrees Fahrenheit.
c) Probability of precipitation during the hour.
d) Predominant precipitation type
e) Precipitation rate in inches per hour.
f) Running total of expected snowfall or ice accumulation during the forecast period.

g) Wind direction and speed reported in half-octant form, i.e., NW, SSE, etc., where an octant is equal to 45 degrees. Proposer will provide wind speeds in miles per hour.
h) Wind gust speed
i) Probability of roadway frost during the hour.
j) Probability of bridge frost during the hour
k) Road surface temperature in degrees Fahrenheit.
l) Bridge temperature in degrees Fahrenheit.

3.3.5 A general winter forecast discussion will be prepared on a state-wide basis and be posted on all published forecasts. Discussions should include expected precipitation accumulated for an entire precipitation event, even if the event is expected to last beyond the end of the forecast period.

3.3.6 All forecast material must be made available on the Internet for Iowa DOT personnel to access whether at work or home. The site will be password protected to limit access to Iowa DOT personnel only. The site must have at least one generic login that can be accessed by at least 300 DOT users simultaneously. The site must be compatible with multiple browser types, such as IE, Chrome, Firefox, and Safari.

3.3.7 Bidders must provide a toll-free telephone number so that maintenance personnel can discuss the current and forecast weather situation with the forecaster responsible for the Iowa DOT's forecasts. The phone number will be reserved for use by the Iowa Department of Transportation personnel, or some other method put in place to assure ready access without unreasonable delays in contacting a forecaster. This access will also allow the Iowa DOT to provide immediate feedback on the quality of important forecasts. Statistics on usage of this service shall be made available to the Iowa DOT.

3.3.8 Email and text message notification of forecast and observed weather conditions. Advance warning notification will be needed for at least 54 supervisors and 30 district managers. Alert type, recipient addresses, lead time (for forecast alerts), and location(s) of interest must be user-editable/selectable online. The following alert types are required:

a) Advance warning of a forecasted or eminent precipitation event for a garage area if the pavement temperatures are also expected to be below 35 F.
b) Advance warning of forecast bridge and road frost formation at user-specified RWIS stations in Iowa and surrounding states.
c) Notification of observed bridge or road frost conditions. The trigger condition should by default be when road or bridge temperature is at or below 32 F and the difference of pavement temperature minus dew point temperature (temperature delta) is 0 or negative. This alert must allow user customization to allow the alert to trigger at other user-defined temperature deltas (e.g., dew point and pavement within 1 degree, or pavement is

under dew point by 2 degrees). The alert message shall specify whether the condition was met for the bridge or the road temperature sensor.

d) High Wind warnings. User must be able to select threshold values.
e) Low Visibility warnings. User must be able to select threshold values.

3.3.9 Provide forecast products in a format that is adapted for use on small-screened portable devices such as smart phones and tablets. Special attention must be paid to ease of navigation and view area on a small screen. The mobile-device adapted products may be found on a separate page or application from the standard web products. If they are separate products, each shall provide links to the other product for easy navigation, and the mobile-adapted version must include all of the elements required under bullet 4 above. Preference will be given to products that offer the best ease of navigation, mobile-friendly layout, and the greatest access to forecast products on mobile devices.

3.3.10 Future radar: Future precipitation events plotted on a statewide or regional map with looping capabilities (1-hour interval or less) to show expected precipitation, type and intensity in the next twenty-four hour period. Future radar should be updated on the same schedule as the regular forecast delivery.

Project Management and Customer Service

To ensure all forecast requirements are met at the beginning of the season, and to ensure that issues are addressed throughout the contract period, the Iowa DOT requires the following interaction with representatives of the successful bidder

3.3.11 A lead forecaster shall will be assign to conduct an implementation conference with Iowa DOT representatives prior to the beginning of the forecast period to finalize the implementation of the forecast services and details regarding communication and expectations of the services. Arrangements will be made at the implementation conference for a test of all services prior to the beginning of the forecast period to identify any issues in communication or format. Detailed written contact names, phone numbers, etc. will be supplied at this meeting for the contractor's use. All forecast products and services (e.g. toll free access, web page) must be present and operational by the beginning of the forecast period.

3.3.12 For high-impact storms, the Iowa DOT holds pre-storm telecon/webinar briefings with Iowa DOT management, field staff, state law enforcement, and other agencies as appropriate to coordinate the maintenance and safety needs expected for the storm. The contractor shall be prepared to provide a short weather summary and answer questions about the upcoming storm, in the event that their presence is requested by the briefing organizers. These briefings may be scheduled on short notice. Historically, there are approximately 10 such events each winter; usually for storms with significant travel safety impacts such as widespread blowing/drifting, ice accumulation, or snow in excess of 6 inches.

3.3.13 Forecasts shall be delivered no more than 30 minutes from forecast time. Forecasts delivered later will be considered noncompliant.

3.3.14 The Successful Bidder shall maintain a record of all forecasts issued under the contract. The records will be available to the Iowa DOT at all reasonable times during the contract period, and for three years after the date of final payment.

3.3.15 The Successful Bidder shall also provide an FTP or similar Internet site with an archive of all forecasts in a format that can be easily downloaded and used in a text editor or spreadsheet program. The FTP or similar utility must allow the Iowa DOT to select a date range and download all forecasts within that date range. The Successful Bidder must acknowledge that the archived forecasts may be used in forecast accuracy studies conducted by the Department or by third-party investigators hired by the Department.

3.3.16 The Successful Bidder shall provide email documentation of communications (incoming and outgoing) between the forecasters and Iowa DOT personnel prior to 7:00 AM daily for the previous 24 hours. The list shall contain the name, garage location, time of call and brief reason for the call. The documentation shall be provided in an excel spreadsheet format or by emailing a table containing the log in information

Technical Requirements

Describe in detail how each of the following responsibilities will be accomplished.

3.3.17 Demonstrate an understanding of Iowa weather, climatology and meteorology as it relates to the surface conditions and the roadway. Bidders must be familiar with weather in the Midwest section of the United States. Bidders must demonstrate their knowledge of winter weather patterns and the small-scale variations in weather within the state of Iowa.

3.3.18 Bidders must demonstrate an understanding of Iowa's winter maintenance organization and philosophy showing how the information they provide to the Iowa DOT impacts maintenance operations, in both positive and negative ways. Bidders must also show familiarity with Iowa's road system.

3.3.19 Bidders shall provide information on the source of the forecast model that will be used to prepare the pavement forecasts, the merits and history of the selected model and, if obtained from an outside source, proof of the bidder's rights to use the specified forecast model.

3.3.20 The Iowa DOT has a network of 69 RWIS sensor sites located throughout the state. The data is collected at approximately ten-minute intervals. The contractor shall use the RWIS data in making forecasts and have a system in place to proceed with forecasting in the event sensor/RWIS data outages. The RWIS data and the Automated Weather Observations Stations (AWOS) data are available on a FTP server protected by password and user identification available on the Internet. The contractor will be required to pull the data from the web server for use in making forecasts. All costs of obtaining the data from the FTP server will be borne by the contractor.

3.3.21 On occasion, weather forecast information is a pertinent and valuable part of a legal defense. The Successful Bidder shall agree to represent the Iowa DOT in court at a reasonable cost stipulated in the cost proposal.

3.3.22 As a publicly funded agency, the Iowa DOT has an obligation to share information with local road maintenance agencies and the general public that may contribute to public safety on the highways. RWIS and AWOS information are provided to the public via the Department's Internet site, Weatherview, located at http://weatherview.iowadot.gov . As a further service to the general public, the Iowa DOT provides all forecast information as a supplement to the RWIS data on the Weatherview site. The forecast information for use on Weatherview will be sent in XML format to the Iowa DOT's FTP site and used either in full or in part. Detail any limitations, agreements or restrictions associated with redistribution of the forecast to the general public. Include any costs associated with this use in the cost proposal. Reference 3.5.1

3.3.23 Bidders are required to provide a link, to an online forecast product that closely resembles what which is proposed, login and password information to be used during the testing period. Bidders must also provide technical support, including contact information during the evaluation period in the event Issues occur when using the website during the testing period.

3.4 Integration/interfaces

3.4.1 Bidders shall provide an XML forecast file for each forecast. The file must contain forecasts for each county. Each county forecast must contain the date and time of issuance and the county for which the forecast is valid, hourly forecast information, the statewide discussion, and the district discussion. An example of an **XML forecast file is attached.** The tag names and hierarchy should follow that of the example. The XML forecasts should be sent to the Iowa DOT FTP site.

3.4.2 GIS Web Service products that can be incorporated into our internal or Iowa DOT-only vendor-hosted GIS applications. Required products include:

a) Current radar loop/images out to 1 hour
b) Near-term forecast precipitation path maps, color coded for expected type (e.g., rain, snow, ice)
c) Near-term forecast precipitation accumulation maps
d) Current air, wind, and pavement temperatures

Iowa DOT's can work with products that conform to the Open Geospatial Consortium's definition of Web Map Services or Web Feature Services and use only username/password or token-only authentication. Bidder shall fully describe the format and authentication of the proposed web services. Web service forecast products shall update at the same time as the other forecast products.

3.5 Optional weather related Applications

3.5.1 Bidders are encouraged to include other weather products available to the Iowa DOT. Optional services can be included in the schedule of prices. These items will not be considered a determining factor for award.
Examples of other services could be

- More frequent forecasts
- Longer forecast coverage
- Year long forecast services
- Additional weather alerts
- Additional web services

3.6 Training

3.6.1 The contractor shall supply a qualified forecaster to provide six on-site training sessions for Iowa DOT personnel. Training will be geared toward understanding the forecast website and services and helpful winter weather information tips. These sessions should last approximately one hour and shall be held at various locations across the state.

3.7 DOT Responsibilities

3.7.1 Project Manager

A project manager will be assigned to this project**.** Iowa DOT will provide staff assistance to the awarded vendor as needed throughout the project as mutually agreed upon.

Section 4 Form and Content

4.1 Instructions

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

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

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

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

Example:

Technical Envelope(s) Contain(s):	Cost Proposal Envelope Contains:
Original Technical Response & Copies	Original Cost Proposal & Copies
Electronic copy of the Technical Response	Electronic Copy of the Cost Proposal
Public Copy if submitted	
Electronic Public Copy on same CD if submitted	

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

Weather Forecasting RFP Number 14667

Jody McNaughton
[Bidder's Name and Address]
Iowa Department of Transportation
800 Lincoln Way
Ames, Iowa 50010

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

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

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

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

4.1.6 Attachments shall be referenced in the Bid Response.

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

4.2 Technical Proposal (Response)

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

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

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

4.2.2 Table of Contents The Bidder should include a table of contents of its Bid Response and submit the check list of submittals per Attachment # 3.

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

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

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

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

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

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

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

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

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

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

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

4.2.5.6 Number of employees.

4.2.5.7 Type of business.

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

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

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

4.2.5.11 Bidder's accounting firm.

4.2.5.12 The successful Contractor will be required to register to do business in Iowa before payments can be made. For contractor registration documents, go to: http://www.iowadotpurchasing.com.

4.2.6 Experience

The Bidder must provide the following information regarding its experience:

4.2.6.1 Number of years in business.

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

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

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

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

4.2.6.6 Describe the firm's experience and capabilities in providing similar services to those required. Be specific and identify projects, dates, and results. Provide information indicating the normal size of the forecasting crew during daytime and nighttime hours and the overall size of the forecasting section.

4.2.6.7 The successful bidder shall have a qualified meteorologist must be on duty and tending to Iowa weather 24 hours a day from October 15 until April 14. A qualified meteorologist is one that has formal educational training in Meteorology from a bona fide college, university, or military institution with at least two years experience forecasting weather in the upper Midwestern states.

4.2.6.8 Provide resumes describing the educational and work experiences for the Chief Meteorologist and lead forecasters who would be assigned to the project. Experience specifically related to winter weather and road forecasting should be highlighted.

4.2.7 Personnel

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

The following information must be included in the resumes:

4.2.7.1 Full name**.**

4.2.7.2 Education.

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

4.2.8 Financial Information (short list bidders only)

The Bidder may be asked to provide the following financial information:
Short listed Bidders at the time of presentation, see Section 2.33.

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

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

4.2.9 Terminations, Litigation, Debarment

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

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

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

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

4.2.9.4 A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Bidder or its officers have been a party, if any. The Bidder 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 Response or in termination of any subsequent contract.

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

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

4.2.10 Certification Letter (Attachment 1)

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

4.2.11 Acceptance of Terms and Conditions

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

4.2.12 Authorization to Release Information (Attachment 2)

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

4.2.13 Firm Bid Proposal Terms

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

4.2.14 Proposal Guarantee, Bid Bond

If a Proposal Guarantee/Bid Bond,) is required by this RFP, it will be indicated on the Bid Response sheet located in the "Cover Section" page 3 and standard terms and conditions.

The Bidder 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 guarantee 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 guarantee 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 Bidder 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 Bidder chosen to receive the contract withdraws its response after the Iowa DOT issues a Notice of Intent to Award, does not honor the terms offered in its response, or does not negotiate contract terms in good faith. Security submitted by Bidders will be returned when the responses expire, are rejected, or the Iowa DOT enters into a contract with the successful Bidder, whichever is earliest.

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

4.2.15 Work Plan

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

Any deviations from the requirements of the RFP or any requirement of the RFP that the Bidder cannot satisfy may disqualify the Bidder.

4.2.16 Bidders shall include a quality assurance plan for the forecast services. The plan shall detail the methods the contractor has in place or will use to demonstrate a commitment to continuous quality improvement of the forecast services supplied to the Iowa DOT. This can include forecast verification reporting, statistical reporting, in service training programs, post storm analysis of forecast accuracy, or other components.

4.3 Schedule of Prices – Cost Proposal

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

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

The amounts should exclude state and federal taxes except for taxes required to be withheld for employment purposes. The Iowa DOT is a tax exempt entity. **Cost proposal must be submitted in a separate envelope.**

Section 5 Evaluation and Selection

5.1 Introduction

This section describes the evaluation process that will be used to determine which Bid response provides the greatest benefit to the Iowa DOT based on the evaluation criteria in Section 5.4.

5.2 Evaluation Committee

The Iowa DOT intends to conduct a comprehensive, fair, and impartial evaluation of Bid Proposals received in response to this RFP. The Iowa DOT will use an evaluation committee to review and evaluate the Bid Proposals. The Evaluation Committee shall consist of members with; special expertise in procurement of the product(s) and/or service(s) that are the subject of this RFP, knowledge of the Iowa DOT's requirements for these product(s) and/or service(s), or technical expertise in communications, or data processing. Bidders may not contact members of the evaluation team except at the Iowa DOT's request.

5.3 Overview of Evaluation

All bid responses will be first evaluated to determine if they comply with the mandatory requirements of the RFP. To be deemed a Responsible Bidder any proposed bid response must comply with the mandatory requirements. Failure to meet the mandatory requirements will 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.

5.4 Evaluation Criteria

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

Evaluation Criteria
Overall Content of Written Response
• Overall quality of content of submitted proposal. • System functionality
Business Knowledge
• Knowledge of industry standards and applications.
Work Experience in Required Skill Sets
• All Mandatory, General and Technical Requirement for Forecast Products as per section 3 • Technical requirements specific to requirements in this request. • Company Experience • References • Project Management
Test period
Cost – See Schedule of Prices

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

5.5 Recommendation of the Evaluation Committee

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

5.6 Protest of Award

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

Section 6 Contract Terms and Conditions

6.1 Contract Terms and Conditions

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

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

By submitting a Bid Proposal, each Contractor 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 Contractor 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 Iowa DOT reserves the right to either award a contract(s) without further negotiation with the successful Contractor or to negotiate contract terms with the successful Contractor if the best interests of the State would be served.

6.2 Contract Period

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

6.3 Contractor Qualification Requirement

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

6.4 Additional Cost Items Not In Contract

The Iowa DOT 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 Contractor.

6.5 Equipment Delivery Schedule

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

6.6 Installation and Implementation

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

6.7 Scope of Work (Services)

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

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

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

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

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

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

6.8 Licenses

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

6.9 Labor Regulations

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

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

6.10 Contract Termination

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

6.10.1 Immediate Termination by the Iowa DOT

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

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

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

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

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

6.10.2 Termination for Cause

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.10.3.1 Immediately terminate the contract without additional written notice.

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

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

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

6.10.5 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 contractor as a result of any of the following:

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

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

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

6.10.5.4 The Iowa DOT's duties are substantially modified.

6.10.6 Remedies of the Contractor in Event of Termination by the Iowa DOT
In the event of termination of this Contract for any reason by the Iowa DOT, the Iowa DOT shall pay only those amounts, if any, due and owing to the contractor for services actually rendered up to and including the date of termination of the contract and for which the Iowa DOT is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the contractor's claim. This provision in no way limits the remedies available to the Iowa DOT under this Contract in the event of termination. However, the Iowa DOT shall not be liable for any of the following costs:

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

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

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

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

6.10.7 Vendor Termination Duties

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

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

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

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

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

6.10.7.5 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 contractor.

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

6.10.8 Unacceptable Deliverables

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

6.11 Contractor's Insurance Requirements

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

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

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

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

• *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

6.12 Performance Bond
Not required for this RFP.

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

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

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

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

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

6.14 Indemnification by Contractor

The Contractor agrees to defend, indemnify and hold the Iowa DOT, 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 Iowa DOT or the State of Iowa related to or arising from: Any violation or breach of this Contract including without limitation any of the Contractor’s representations or warranties; or Any acts or omissions, including, without limitation, negligent acts or omissions or willful misconduct of Contractor, its officers, employees, agents, board members, contractors, subcontractors, or counsel employed by Contractor 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 Contractor’s performance or attempted performance of this Contract; or *Any failure by the Contractor to comply with all local, State and Federal laws and* regulations; or Any failure by the Contractor 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 Contractor to conduct business in the State of Iowa.

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

6.15 Indemnification by Iowa DOT

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 Contractor from and against any and all costs, expenses, loses, claims, damages and liabilities arising directly out of the negligence or wrongful acts or omissions of any employee of the Iowa DOT 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 Iowa DOT, the Contractor shall be represented by the Attorney General of the State or special counsel retained by the Iowa DOT or the Attorney General of the State with respect to any litigation brought by or against the Contractor 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 Iowa DOT 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 Iowa DOT, without interest.

6.16 Payment

The Contractor will invoice the Iowa DOT monthly. Invoices will be a representative fraction of the lump sum total for the contracted. Invoices shall not exceed the amount of the one (1) year period.

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

6.17 Travel Expenses

Travel expenses shall not be allowed.

6.18 Care of Property

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

6.19 Contractor Conduct

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

6.20 Public Contract Termination

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

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

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

6.21 Confidential Information

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

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

the Contract. The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Contract. The private or confidential information shall remain the property of the Iowa DOT at all times.

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

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

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

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

6.22 Contractor Warranties

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

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

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

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

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

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

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

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

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

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

Attachment # 1 – Certification Letter

Alterations to this document are prohibited (see Section 2.12.15)

Note: Effective Date follows signature of last page

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

Re: PROPOSAL CERTIFICATIONS

Dear Ms. Shirley:

I certify that the contents of the 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 additional 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 2.12.15)

Note: Effective Date follows signature of last page

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

Re: AUTHORIZATION TO RELEASE INFORMATION

Dear Ms. Shirley:

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

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

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

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

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

Sincerely,

_____	_____
[Signature of authorized representative]	**[Print Name and Title]**
_____	_____
[Printed Name of Contractor Organization]	**[Date]**

Request for Proposal Number: _____

Attachment # 3 Requirements Check List

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

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

Bidder _____

_____

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SEALED BID

PROPOSAL NO: 14667

PROPOSAL DESCRIPTION: Weather Forecasting

LETTING DATE: September 5, 2015

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