



**Request for Bid
For
Software Procurement for State LRTP
Issued by:**

IOWA DEPARTMENT OF TRANSPORTATION
Purchasing Section
Proposal No. 15253

Letting Date: October 19, 2015

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

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

Jean Gustafson
800 Lincoln Way
Ames, Iowa 50010
Phone: 515-239-1173
Fax: 515-239-1538
E-Mail: jean.gustafson@dot.iowa.gov

**Issued addenda and all other correspondence
will be posted to Iowa DOT's website:
<http://www.iowadot.gov/purchasing>**

Procurement Timetable

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

Event/Dates	Page Reference	Date/Time
Issue RFB (Request for Bid)	cover	October 5, 2015
Number of Copies of Bid Proposals Required		N/A
Contractor Questions, Requests for Clarification, & Changes <i>(no later than)</i>	Page 11	October 9, 2015
DOT Response to Questions Issued <i>(no later than)</i>	Page 11	October 13, 2015
Bid Opening/Proposal Due	Bid Response Page	October 19, 2015
Presentations & Demonstrations "Short list" <i>(by invitation only)</i>	Page 12	October 26- October 30, 2015
Announce Successful Bidder Intent to Award* <i>see note below</i>	Page 12	November 2, 2015
Completion of Contract Negotiations & Execution of the Contract		November 16, 2015
Contract Begins	Bid Response Page	December 1, 2015
Contract Length Start Date --- End Date --- Renewals		Start: December 1, 2015 End: November 30, 2016 5 - (1) one year renewals

Intent to Award

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.

Presentation and Demonstrations- TBD

Date Bids Due 10/19/2015		Time of Bid Opening 1:00 PM	Bid Opening Location 800 Lincoln Way, Ames, IA	
Proposal Number 15253	Description Software Procurement for State LRTP			
Contract to Begin 12/1/2015	Date of Completion 11/30/2016	Proposal Guaranty Amount \$0.00		Liquidated Damages \$0.00
Purchasing Agent Jean Gustafson	E-Mail Address jean.gustafson@dot.iowa.gov	Phone 515-239-1173	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 under the same terms and conditions to any other state agency, Regent or Political Subdivision upon request. Please check Yes or No. <input type="checkbox"/> YES <input type="checkbox"/> NO			Are you a Iowa Targeted Small Business? <input type="checkbox"/> YES <input type="checkbox"/> 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 e-mail 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 Office of Procurement and Distribution.

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
 Software Procurement for State LRTP
 Proposal No: 15253**

Description	Per Phase Price (2 month duration)	2 Phase Bundle Price
Services-Software Interactive Tool		
Hosting-by vendor		
Maintenance		
Support		
Total cost software		

I hereby certify that this Bid Response meets or exceeds the minimum requirements 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

-INFORMAL-

Informal - means a limited solicitation type of procurement where a sufficient number of quotation or bids from qualified sources are obtained and the aggregate amount of the purchase is less than \$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 there is a statement in the specifications that contradicts a statement in the Standard Terms and Conditions, the statement in the specifications shall apply)

Preparation of 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.

Bid responses may be sent by email, fax, weblink, or delivered by a 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. Bid Responses received after the time of the bid opening will be returned to the bidder 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. **Pricing and Discount:** Unit prices shown on the bid/response 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.
4. **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.

5. **Bid Results & Disclosure:** A bid tabulation will be sent to all responsive bidders and may be posted on the Iowa DOT website at www.iowadot.gov/purchasing under the *Bid Award link* referencing the proposal number 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.
6. **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.
7. **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.
8. **Shipping Terms:** Deliveries shall be F.O.B. Destination unless otherwise specified. All deliveries shall be accompanied by a packing slip indicating the Supplier, quantities shipped, and the purchase order number(s). All delivery charges shall be included in the 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 7:00 a.m. and 3:00 p.m. on any day except Saturday, Sunday, or a holiday. For deliveries to other Iowa DOT locations, the Supplier may contact the destination location for available times to deliver as not all Iowa DOT locations have the same business hours. The Iowa DOT will not be liable for any freight claims or unpaid freight bills arising from contract or purchase order issues.

B. Award

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

1. **Method of Award:** Award shall be made to the 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. A service contract, including all optional renewals, shall not exceed a term of six years unless a state agency obtains a waiver of this provision pursuant to rule 11-118-11(3).
4. **Consumer Price Index (CPI-U):** A CPI may be allowed as specified in the terms of the Bid Proposal and at the discretion of the Iowa DOT based on currently posted CPI-U, US City Average, All Items – non seasonally adjusted unless otherwise specified. This applies each of any subsequent renewals, extensions, amendments issued under the contract for the duration of the contract.

5. **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 or contract to be submitted for processing.
6. **Default (Supplier):** Failure of the Supplier to adhere to specified delivery schedules or to promptly replace rejected materials shall render the Supplier liable for all costs in excess of the 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.
7. **Default (Contractor):** Failure of a Contractor other than a Supplier to meet any specified project completion deadline shall render the Contractor liable for all costs incurred by the Iowa DOT that were: a) necessary to meet said deadline; or b) necessary to complete said project after said deadline. This shall not be the exclusive remedy and the Iowa DOT reserves the right to pursue other remedies available to it by law or under the terms of the agreement.

C. General

1. **Administrative Rules:** For Additional details on the rules governing the actions of the Iowa DOT Purchasing Section, refer to 761 IAC, Chapter 20, Iowa Administrative Code, entitled "Procurement of Equipment, Materials, Supplies and Services".
2. **Affirmative Action:** The Contractor (and also subcontractor, vendor 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 a copy of their affirmative action program on file, 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. **Iowa Open Records Law:** All Bid Responses are subject to terms and provisions of Iowa Code Chapter 22 Examination of Public Records (Open Records), specifically 22.7- Confidential Records.
9. **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.
10. **Targeted Small Businesses:** The Iowa DOT seeks to provide opportunities for women and/or minority small business enterprises. To apply for certification as an Iowa Targeted Small Business, contact the Iowa Department of Inspection and Appeals (515-281-5796). Contractors

shall take documented steps to encourage participation from Targeted Small Businesses for the purpose of subcontracting and supplying of goods or services or both.

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

12. **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.

Specifications and Requirements

Purpose

To enhance public education and involvement efforts, the Iowa DOT is seeking to utilize an internet-based, customizable, interactive tool for public engagement that will help the department gather key public feedback for the development of its 2017 State Transportation Plan. This tool will be used to educate the public about plan development and gather input. The tool is anticipated to be used once or twice during calendar year 2016. Each phase of input would be anticipated to last approximately two months. The anticipated start date for the initial phase of public input is February 1, 2016. This round of input would focus on the public's vision for the transportation system. A second round of input would potentially be held in late summer 2016.

Project Background

The Iowa DOT is beginning work on its 2017 State Transportation Plan (Plan) update. The Plan will build off of 2012's [*Iowa in Motion – Planning Ahead 2040*](#) document, and will involve a robust planning process that includes internal and external stakeholder input and public involvement. The Plan will provide for the continued development and implementation of a multimodal transportation system for the State of Iowa. The Plan will include a system vision that is based on input from the public and stakeholders and incorporates the projected demand for transportation infrastructure and services based on social and economic changes likely to occur between now and 2045. The Plan will provide direction for each transportation mode, and will serve as a guide for transportation planning and programming.

Baseline Requirements

- User-friendly, graphical interface for providing information and collecting feedback from the public through interactive questions and activities.
- Accessible across a variety of platforms, such as computers, smart phones, and tablets.
- Compatible with a variety of browsers, such as Internet Explorer, Chrome, Safari, and Firefox.
- Available through a web link that would be distributed by the Iowa DOT, but hosted by the vendor.
- The tool needs to be able to be customized with Iowa DOT logo, colors, and branding.
- All features of the tool must be available without requiring a person to enter an email address or any type of identifying information.
- The selected vendor needs to provide all raw data of the input received, as well as an analysis of data collected. Both must be in formats that are able to be utilized for reporting purposes (preferably Excel and PDF). Real-time access to current results is preferred. Full results must be provided at the end of the data collection period. Mapping features must include output that includes latitudinal and longitudinal data.
- At a minimum, the tool needs to allow for the possibility of the following types of input/exercises:
 - Prioritizing categories or projects
 - Comparing different scenarios (such as project packages, funding levels, etc.) and their effects
 - Budgeting exercises
 - Providing input via map exercises
 - Traditional survey questions and written comments
- Iowa DOT will have final say over the content included in the tool.
- Bidders shall address how the data that is collected is protected, and whether the bidder will maintain or destroy the data after it has been delivered to Iowa DOT.
- Bidders shall define the environment, features, accessibility, security, data backup structure and any other information about the hosted solution.
- Bidders shall describe in detail all available support models and options for the proposed software.

Enhancements (optional)

- Ability to embed tool within Iowa DOT website.
- The user should be returned to the applicable Iowa DOT webpage after utilizing the tool.
- Provide web use statistics (how long was spent on each exercise, etc.).
- Provide IP information and timestamp information about the respondent, or some other method to flag any entries to be reviewed for potential misuse (such as the same person repeatedly utilizing the tool).

Supplemental Terms and Conditions

Proposal Guarantee

Proposal guarantee is not required on this proposal.

Questions, Requests for Clarification, and Suggested Changes

Bidders are invited to submit written questions and requests for clarifications regarding the RFB. Bidders may also submit suggestions for changes to the requirements of this RFB. 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 RFB 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 RFB. If the Iowa DOT decides to adopt a suggestion, the Iowa DOT will issue an addendum to the RFB 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 RFB.

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 RFB, the bidder should immediately notify Purchasing Agent in writing of such error and request modification or clarification of the RFB document.

Addendum to the RFB

The Iowa DOT reserves the right to revise the RFB 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.

Schedule of Prices

Bidders shall provide a cost proposal per Phase or Bundle 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. Bidder shall provide costs if any for the optional Enhancements listed on the RFB.

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.

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.

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.

The Iowa DOT reserves the right to determine which bidders responses will be "short listed" (if needed) for further consideration based on the written responses that best meet the requirements of the RFB.

Award Notice and Acceptance Period

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

Contract Terms and Conditions

The contract(s) that the Iowa DOT expects to award as a result of this RFB will be based upon the Bid Proposal submitted by the successful Contractor and the RFB. The contract between the Iowa DOT and the successful Contractor shall be a combination of the specifications, terms and conditions of the RFB, 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 RFB herein and any other terms deemed necessary by the Iowa DOT, except that no objection or amendment by a Contractor to the RFB 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 RFB and the potential resulting contract. Contractors should plan on such terms being included in any contract awarded as a result of this RFB. All costs associated with complying with these requirements should be included in the pricing proposal or any pricing quoted by the contractor.

Contract Period

The term of the Contract will begin and end on the dates indicated in the RFB 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.

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.

Payment of Services

Payment terms shall be determined as mutually agreed upon by the DOT and the successful bidder.

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