

Response Due Date 12/15/2016		Time 1:00 PM	Location 800 Lincoln Way, Ames, IA	
Proposal Number 17883	Description Graphic Design Services			
Contract Begin Date	Contract Completion Date	Bid Bond NA	Performance Bond (Y/N) N	Liquidated Damages \$0.00
Purchasing Agent Assigned Rhonda Ruark	E-Mail Address rhonda.ruark@iowadot.us	Phone 515-239-1285	Fax 515-239-1538	

RESPONDER INFORMATION				
Company Name			Federal Tax ID	
Street Address		City	State	Zip Code
Contact Name	E-Mail Address	Phone	Fax	
Responder agrees to sell goods/services or both at the same prices, terms and condition to any other Iowa state agency, Regent or Political Subdivision upon request. Please check Yes or No. <input type="checkbox"/> YES <input type="checkbox"/> NO			Responder is an Iowa Targeted Small Business? <input type="checkbox"/> YES <input type="checkbox"/> NO	

## GENERAL INFORMATION

The entire contents of this solicitation; Addendums, Schedule of Prices, Specifications, Plans and Drawings, Supplemental Terms and Conditions, Standard Terms and Conditions shall become part of the contract or purchase order. **Faxed or email responses will be accepted.**

**Acceptance/Rejection:** The Iowa DOT reserves the right to accept or reject any or all responses and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to a supplier or service provider. The Iowa DOT reserves the right to accept the response which is deemed to be in the best interest of the state. Any unauthorized changes, additions, or conditional responses including any ties to other solicitations or any reservations about accepting an award or entering into a contract, may result in rejection of the response. Responses must remain available for award for (30) days from the due date indicated above.

**Method of Award:** Award shall be made to the lowest responsible, responsive responder whose response meets the requirements of the solicitation unless otherwise specified. An Iowa responder will be given preference over an out-of-state responder when responses are equal in all aspects and are tied in price. By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa.

**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 in the response shall be quoted as the price per unit (e.g., gal., case, each, etc.) as stated in the solicitation. If there is a discrepancy between the unit prices, extended price, or total amount of response, the unit price shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase order. Discounts for early payment are allowed, but not considered in award of the contract.

*We certify that all materials, equipment, goods and/or services offered meet or exceed the specifications and requirements and will be supplied in accordance with the entire contents of this solicitation including delivery schedules.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_



Iowa Department of Transportation  
Standard Terms and Conditions  
For  
Submission of Quotations or Bids

-INFORMAL-

*Informal* - means a limited solicitation type of procurement where a sufficient number of responses from qualified sources are obtained and the aggregate amount of the purchase is less than \$50,000.

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

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

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

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

**Responses may be sent by email, fax, weblink, or delivered by a courier that ensures timely delivery.**

---

A. Solicitation

1. **Opening:** The opening of responses are made public and conducted at the Iowa DOT, Ames complex unless otherwise specified. Responses received after the time of the opening will be returned to the bidder and considered non-compliant.
2. **Communications:** Questions concerning this solicitation should be directed to the purchasing agent listed on the Solicitation Response page. Inquiries can be written, phoned, or faxed. In all cases, written communication will take precedence over verbal communication.
3. **Pricing and Discount:** Unit prices shown on the response shall be quoted as the price per unit (e.g., gal., case, each, etc.) as stated in the solicitation. If there is a discrepancy between the unit bid prices, extended price, or total amount of response, the unit prices shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase order. Discounts for early payment are allowed, but not considered in award of the contract.
4. **Acceptance/Rejection:** The Iowa DOT or provider reserves the right to accept or reject any or all responses and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any supplier(s). The Iowa DOT also reserves the right to accept that response which is deemed to be in the best interests of the state. Any unauthorized changes, additions, or conditional response including any ties to another response or any reservations about accepting an award or entering into a contract, may result in rejection of the response. Responses must remain available for award for thirty (30) days from date of opening.

5. **Bid Results & Disclosure:** Tabulation results will be sent to all responders and may be posted on the Iowa DOT website at [www.iowadot.gov/purchasing](http://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 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.
6. **Quality of Goods:** All material shall be new and of first quality. Items which are used, demonstrators, refurbished, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the Iowa DOT.
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 Solicitation 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 response price and paid by the Supplier. No collect C.O.D. deliveries shall be accepted. When entering into a contract, the Supplier shall notify the freight company that all freight and delivery charges are to be prepaid by the Supplier. Goods delivered to the Iowa DOT Distribution Center at 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 responder whose response meets the requirements of the solicitation unless otherwise specified. An Iowa company or individual will be given preference over an out-of-state company or individual when responses are equal in all aspects and are tied in price. By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa.
2. **Award Protests:** Protests of award recommendations are to be addressed to the Director of Purchasing, and shall be made in accordance with paragraph 761--20.4(6)"e" of the Iowa Administrative Code.
3. **Contracts:** Successful contractor(s) may be sent a formal Contract, Notification of Award or Purchase Order as confirmation of acceptance and award. Any of these binding agreements shall be for the term stated in the solicitation or on a purchase order and may be renewed for additional period(s) under the same terms and conditions upon mutual agreement as defined. The successful responder may not assign a contract to another party without written authorization from the Iowa DOT Purchasing Section. The Iowa DOT may offer a contract extension to the Contractor when a scheduled target date cannot be met.
4. **Consumer Price Index (CPI-U):** A CPI may be allowed as specified in the terms of the solicitation and at the discretion of the Iowa DOT based on currently posted CPI-U, US City Average, All Items – non seasonally adjusted 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 action of the Iowa DOT Purchasing Section, refer to 761IAC, Chapter 20, Iowa Administrative Code, entitled "Procurement of Equipment, Materials, Supplies and Services".
2. **Affirmative Action:** The Contractor (and also subcontractor, vendor, service provider or supplier) is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the Iowa Department of Management, pertaining to equal employment opportunity and affirmative action. Contractor may be required to have 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 response, the contractor is certifying that it and its principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the State of Iowa or any Federal department or agency.
6. **Equal Opportunity:** Responders to the solicitation must be an "Equal Opportunity Employer" as defined in the Civil Rights Act of 1964 and in Iowa Executive Order Number Thirty-four.
7. **Indemnification-Goods:** To the extent the goods are not manufactured in accordance with Iowa DOT's designs, Supplier shall defend, indemnify and hold harmless Iowa DOT, its assignees, and other users of the goods from and against any claim of infringement of any letters patent, trade names, trademarks, copyright or trade secrets by reason of sale or use of any articles purchased. Iowa DOT shall promptly notify Supplier of any such claim.
8. **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.
9. **Iowa Open Records Law:** All Solicitation Responses are subject to terms and provisions of Iowa Code Chapter 22 Examination of Public Records (Open Records), specifically 22.7- Confidential Records.

10. **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.
11. **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.
12. **Taxes:** Prices quoted shall not include state or federal taxes from which the state is exempt. Exemption certificates will be furnished upon request.
13. **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.



## Schedule Of Prices

Number	17883
Date Required	12/15/2016 1:00 PM

Title Graphic Design Services  
 Delivery Location \_\_\_\_\_  
 Shipping Terms FOB Destination/Freight Prepaid

Vendor \_\_\_\_\_  
 PA Name Rhonda J Ruark  
 Phone 515-239-1285  
 E-Mail rhonda.ruark@iowadot.us

Description \_\_\_\_\_

Product Availability Days: \_\_\_\_\_

All items must be bid.

Price Good Until: \_\_\_\_\_

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1	3	EACH	Graphic design development, documentation and consultation for three new Iowa Byways. PHASE ONE. Estimated December 2016-January 2017 timeframe. Graphic brand for each of Iowa's three newly designated byways shall be proposed with the Department making final selection. See Scope of Work attached.			
Comments:						
2	3	EACH	Graphic design development, documentation and consultation for three new Iowa Byways. PHASE TWO. Estimated early 2017 Timeframe. Consultant shall provide sign fabrication plan and design assistance for the digital printing of each of the three signs. See Scope of Work attached.			
Comments:						

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Section 1 Introduction & Bidding Information

### 1.1 Purpose

The purpose of this Request for Bid (RFB) is to solicit bids from responsible, responsive bidders to provide the goods and/or services identified and described below and specifically in Section 2 of this solicitation.

#### Overview

The Iowa DOT is seeking a flat fee contract for 3 byway sign designs and designer technical assistance for sign fabrication. The designs will be consistent with the 11 existing Iowa Byways sign designs in artistic style, color density and other attributes.

### 1.2 General

The owner of goods and/or services sought shall be the Iowa Department of Transportation.

#### 1.2.1 Project Location

The project includes site visits in Iowa with three new byways groups. Meeting locations are to be determined.

#### 1.2.2 Issuing Agent

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

#### 1.2.3 RFB posted on the Internet

**Bidders are required** to visit the Iowa DOT's website at [www.iowadot.gov/purchasing/lettingschedule](http://www.iowadot.gov/purchasing/lettingschedule) periodically for any and all addendums or other pertinent information regarding this solicitation.

The Iowa DOT must receive bids either **electronically or by standard mail on or before** the deadline on the Bid Response cover page. **This is a mandatory requirement and will not be waived by the Iowa DOT.** Any quotations or bids received after this deadline may be rejected.

Bidders must furnish all information necessary to be considered for award. Bids that fail to meet the mandatory requirements of the RFB will be disqualified. Verbal information provided by Bidders shall not be considered part of the Bidder's bid response.

#### 1.2.4 Clarification

If additional information is needed to interpret specifications found in Section 2 or any other part of the solicitation, written questions sent electronically or by standard mail will be accepted by the issuing office until the date and time bid are to be submitted.

The Iowa DOT reserves the right to contact Bidders after receiving bids for the purpose of clarification to ensure mutual understanding.

#### 1.2.5 Responsiveness

The detailed requirements set forth in Section 2 shall be considered mandatory unless indicated otherwise.

### **1.2.6 No Minimum Guaranteed Purchase**

The Iowa DOT anticipates that the successful Bidder will provide goods and/or services as requested in the solicitation. The Iowa DOT will not guarantee any minimum compensation will be paid to the Contractor or any minimum usage of the Contractor's services. Estimated quantity is based on previous purchases. It is understood that the Iowa DOT considers this only a best estimate of requirements and makes no firm quantity commitment.

### **1.2.7 Incurring Costs**

The costs of preparation and delivery of a bid are solely the responsibility of the Bidder.

No payments shall be made by the Iowa DOT to cover costs incurred by any Bidder for the preparation of any bid.

## **Section 2 General Requirements & Specifications**

### **2.1 Purpose**

The Iowa DOT is seeking qualified bidders to develop a unique graphic brand for each of three (3) new Iowa Byways. These brands shall be comparable in design with the individual brands for the existing Iowa Byways as well as the overall brand of the Iowa Byways program. In developing the new brands, the consultant shall also develop the design graphic to be used for fabrication of new route marking signs consistent with the existing signage currently installed on existing byways. In addition to the unique byway brand, these signs shall include the Iowa Byways brand and unique byway designation text. The overall sign design shall be identical to those already installed along existing Iowa Byways. All signing shall be in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) [http://mutcd.fhwa.dot.gov/kno\\_2009r1r2.htm](http://mutcd.fhwa.dot.gov/kno_2009r1r2.htm) and the Department's Traffic and Safety manual;

<http://www.iowadot.gov/traffic/manuals/tsmanual.aspx>; and particularly the Iowa Byways Signage System Manual in Section 2. <http://www.iowadot.gov/traffic/manuals/pdf/02g-01.pdf>.

### **Scope of Work**

#### **PHASE ONE- Estimated December – January 2016 Timeframe**

##### **1) DELIVERABLE:**

Three versions of a graphic brand for each of Iowa's three newly designated byways shall be proposed with the Department making one final selection from these three options. Two of these byways have existing historic / heritage route logos that may be adapted or incorporated in the design. The third will focus on depicting scenic and historic covered bridges. The final designs should be consistent with the style of the existing Iowa Byways collection. Existing byway sign designs can be found in the Iowa Byways Signage System Manual in Section 2. <http://www.iowadot.gov/traffic/manuals/pdf/02g-01.pdf>.

### **New Iowa byway descriptions:**

Jefferson Highway Heritage Byway between Northwood and Lamoni, roughly along U.S. Highways 65 and 69 – The historic north-south U.S. border-to-border route

was originally envisioned in 1916 as part of a national corridor for car and freight travel as the auto age developed and before the Interstate system was initiated.

White Pole Road Heritage Byway between Adair and Dexter, just north of Interstate 80 along old U.S. Highway 6 – A piece of transportation history linking “five small towns” and events from wagon ruts and train robbery to present day. The roughly 26-mile route was formerly a part of the route known as the Great White Way is lined with 700 white painted telephone poles.

Covered Bridges Heritage Byway in Madison County – Focused on the iconic and widely known red covered bridges located throughout Madison County, the 82-mile route will also feature scenic natural areas, the John Wayne birthplace, and other unique destinations.

**2) DELIVERABLE:**

The successful Graphic designer shall meet and consult with the Department and the byway organizations as follows:

- a) One initial meeting with the Department.
- b) Each byway group will be encouraged to appoint as many as three representatives for the purposes of meeting with Consultant.
- c) Facilitate up to nine local design discussion meetings (2-3 with each of three new byways).
- d) One or more decision meeting(s) to present the proposed logos to the Department.

**3) DELIVERABLE:**

Graphic brand and sign design images- full size, color printouts on paper; reduced size, color printouts on paper; JPEG digital files; and PDF digital files as well as other appropriate and available digital file formats as may be agreed by the Department and Consultant during the process. Graphics and file types for signs and all other uses shall be delivered as outlined in the Iowa's Byways Signage System Manual in Section 2, and in the Iowa Byways Brand Guidelines for each byway.

**4) DELIVERABLE:**

Other professional graphic design consultation as appropriate regarding copyrights, graphic styles, etc. as may be required during the process.

**PHASE TWO- Estimated early 2017 Timeframe**

**1) DELIVERABLE:**

Consultant shall provide sign fabrication plan and design assistance for the digital printing of each of the three signs. The Department anticipates immediately moving forward with fabrication following development of the brands and sign designs for possible sign installation in 2017.

- a) Provide fabrication specifications and graphic files in appropriate forms for the Department procurement process. These signs will be digitally printed on MUTCD

compliant sign sheeting material, using inks and processes consistent with the sign product specifications.

- b) Respond to any questions from the Department procurement officers and potential bidders.
- c) Provide primary fabrication quality assurance during the setup, sampling and approval process. Quality assurance will include confirming the color matches, consistency of pigment and other graphic detail confirmation. Confer with the Department and respond to any technical questions from the selected fabrication vendor.
- d) Provide recommendations for Department approval of production samples.
- e) Assist the Department in correcting any quality or consistency issues that arise during fabrication.

## **2.2 Specifications-mandatory**

**Attachments Pages** of Iowa Byway Logos and the Iowa Byways Signage Policy manual, current graphics and a sample of an Iowa Byways Brand Guidelines. (included in the bid solicitation following the Sections)

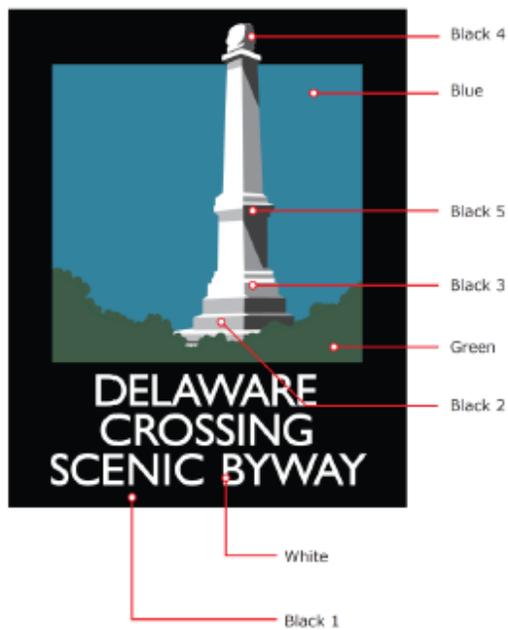
Pages 13-17 of the Iowa Byways Signage Manual contain the sign specifications for the existing Byway Signs. <http://www.iowadot.gov/traffic/manuals/pdf/02g-01.pdf>

**Figure 4: Individual Byway Graphic Identities**



The graphic identities for the individual byways in the Iowa Byways program were developed in an intentionally simple graphic style so as to be a recognizable and memorable graphic theme, descriptive of the character and experience of the byway, and as a safe and effective wayshowing tool when displayed on highway guide signs.

**Figure 18: Delaware Crossing Scenic Byway Graphic Identity Specifications**



The typeface for "DELAWARE CROSSING SCENIC BYWAY" is Gill Sans set in all caps. Colors for the Delaware Crossing graphic identity:

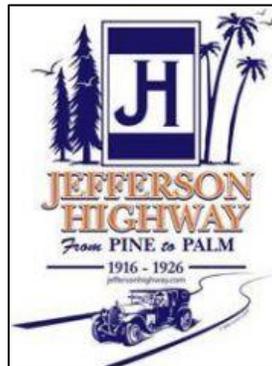
- Blue: C80 M40 Y30
- Green: C90 M70 Y90
- Black 1: 100%
- Black 2: 30%
- Black 3: 50%
- Black 4: 80%
- Black 5: 90%
- White

Provide any additional information needed to complete the Iowa Byways Brand Guidelines for each byway.

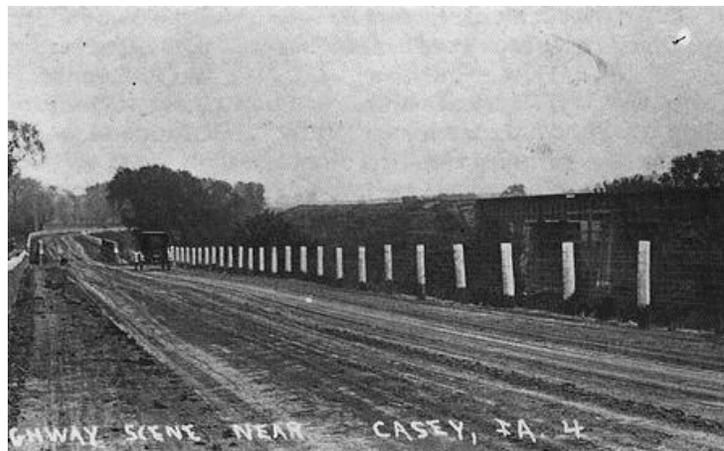
Historic images of the new byways:

---

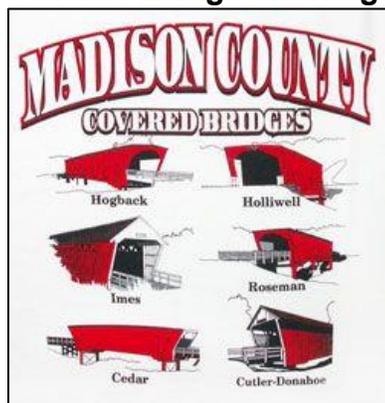
### Jefferson Highway



### White Pole Road



### Covered Bridges Heritage Byway



## **2.3 Contractor Responsibilities**

### **2.3.1 Contractors development Schedule**

The Successful Bidder will, at the pre-development meeting, submit a detailed development schedule including dates of commencement and completion on each phase of the proposed development. Upon acceptance of the schedule, the Bidder will be expected to adhere to these dates as proposed.

### **2.3.2 Guarantee**

The Guarantee shall include, but not be limited to the following elements and services:

- a. Repair or replace defective materials, equipment, workmanship and installation that develops within the guarantee period, promptly and to Iowa DOT's satisfaction and correct damage caused in making necessary repairs and replacements, including all other damage done to areas, materials, and other systems resulting from the failure or defect, under guarantee by and at the expense of the Contractor.
- b. Replace material or equipment that requires excessive service during guarantee period, as defined and as directed by the Iowa DOT.
- c. Make all service calls, replacements, repairs and adjustments during the guarantee period without cost to the Iowa DOT.

### **2.3.3 Workmanship**

All workmanship or labor provided upon award shall be warranted for a period of not less than twelve (12) months. The Contractor shall be responsible for any damage to other work resulting from negligence either purposeful or accidental. The Contractor will be allowed a remedy period as mutually agreed upon. The warranty period of twelve (12) months shall begin on the date of final acceptance. Neither the final payment nor any provision of the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship.

Work shall be performed in best, most workmanlike manner by mechanics, Contractor personnel. Installation shall be made by the manufacturer or their authorized installer where specified. Unsatisfactory work shall be replaced at Contractor's expense. The Iowa DOT project manager shall notify the Contractor and set up a complete walk-through inspection.

## **2.4 DOT Responsibilities**

### **2.4.1 Inspection and Supervision**

All work shall be according to the approved design and shall be under the direct supervision of the Iowa DOT project manager Mary Stahlhut.

Periodic Progress calls will be carried on by the Iowa DOT project manager with the contractor to ensure coordination of the project.

## **Section 3 Supplemental Terms & Conditions**

### **3.1 Contract Award**

It is the intent of the Iowa DOT to award the contract to the responsible bidder whose submitted quotation is the most advantageous to the Iowa DOT, cost and other factors

considered. Other factors include, but are not limited to: meeting or exceeding mandatory requirements, proposed staffing, and meeting required time schedule.

It is expected that bidders shall offer examples of previous graphic design work to demonstrate capacity to both conform to existing design parameters and to create artistic and graphic representation and interpretation of the byways' themes and attributes.

### **3.2 Contractor(s) Insurance Requirements**

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

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

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

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

- Commercial General Liability including Contractual Liability;
- 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
• 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

For independent contractors engaged solely in the transportation of materials, the minimum insurance coverage provided shall be not less than that required by Chapter 325A, Code of Iowa, for such truck operators or contract carriers as defined therein.

### **3.6 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.

## **IOWA BYWAYS BRAND GUIDELINES**

for the Iowa Byways Identity and  
Member Byways of the Iowa Byways System

Word and Design Marks  
& Specifications for Proper Use



Prepared for  
**WESTERN SKIES SCENIC BYWAY**



MARCH 2010



Office of Media and Marketing Services  
800 Lincoln Way  
Ames, Iowa 50010



---

## Introduction

This document describes the components developed to create a recognizable, consistent, and memorable graphic identity for the Iowa Department of Transportation's Scenic Byway Program, the Iowa Byways brand. The brand is ultimately the program's public identity intended to create awareness of the program and its benefits and to encourage and enhance the visitor's experience on Iowa's scenic byways. This document also outlines rules for the brand's proper use and application.

## Definitions and Terms in this Document

### WORD MARK

The word mark consists of the exact wording chosen to identify the subject. In this case, the words Iowa Byways is the official designation identifying the Iowa Department of Transportation's scenic byway program. This wording is legally and exclusively affiliated with this program irrespective of punctuation, associated graphics, or typographic style. This is also true of the names of the 11 individual byways which make up the Iowa Byways program; for example; Western Skies Scenic Byway is the official word mark of the Western Skies Scenic Byway and is likewise protected under state law.

### IOWA BYWAYS BRAND

The Iowa Byways brand consists of the word mark, graphic design, and color palette developed to identify and create recognition for the Iowa Department of Transportation's scenic byway program. The brand is designed to consistently identify the program across a range of media such as signage, brochures, and websites.

### SYSTEM-WIDE IDENTITY GRAPHIC

The system-wide identity graphic is a stand-alone graphic that incorporates the word mark, graphic design and color palette and is the identity for the Iowa Byways program.

### INDIVIDUAL BYWAY LOGO

Each of the 11 byways in the Iowa Byways program is identified with a unique graphic, in combination with a name, to create a logo. While unique logos have been developed for each byway, they share graphic and typographic characteristics designed to unite them as a family of logos within the Iowa Byways brand.

### WAYSHOWING SIGNAGE (Byway Guide Signs)

Wayshowing signage describes byway guide signs designed to assist visitors in safely and efficiently finding their way along Iowa's scenic byways. Wayshowing signage consists of a combination of the system-wide identity graphic and individual byway logo.

## Iowa Byways Western Skies Scenic Byway

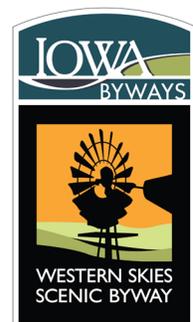
(Word Marks)



(System-wide  
Identity Graphic)



(Individual Byway Logo)



(Wayshowing Signage)

## System-Wide Identity Graphic

The Iowa Byways brand System-wide identity graphic was designed to represent the comprehensive family of Iowa Byways.

It is designed to be a stand-alone graphic for use in identifying and promoting the Iowa Byways program.

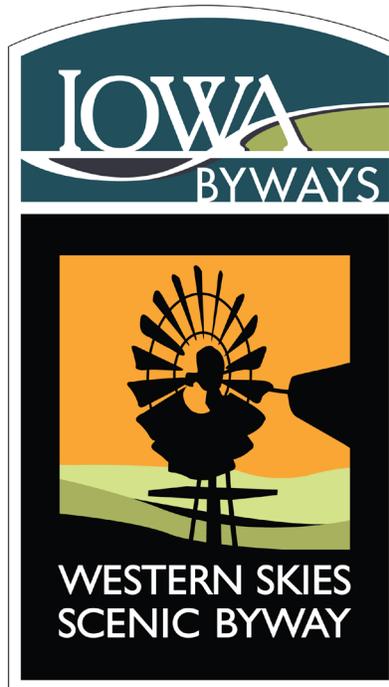
It is also designed to be used in combination with individual byway logos on roadway wayshowing signage.

The system-wide identity graphic was developed in an intentionally simple graphic style so as to appear as a recognizable and memorable graphic theme without competing with or dominating the individual byway logo when displayed on wayshowing signage.

The colors and curves in the logo are an abstraction of the undulating Iowa landscape. These colors serve as the primary color palette for the Iowa Byways brand.



System-Wide Identity Graphic



System-Wide Identity Graphic in combination with individual byway logo on wayshowing signage

## System-Wide Identity Graphic

**FOR PRINT, DIGITAL, & PROMOTIONAL APPLICATIONS:**



Light Blue  
C100 M70 Y60  
(Spot: PMS7477c)

White

Green  
C30 M10 Y70  
(Spot: PMS5777c)

Dark Blue  
C100 M90 Y70  
(Spot: PMS546c)

System-Wide Identity Graphic  
Grayscale version



70% Black

30% Black

100% Black

The typeface for "IOWA" is a derivation of Cheltenham BT set in all caps. The original typeface has been manipulated to blend with abstract graphic representations of hills and valleys. Typeface for "BYWAYS" is Gill Sans set in all caps.

Colors for the brand identity are Light blue (C100 M70 Y60) or PMS equivalent, Dark blue (C100 M90 Y70) or PMS equivalent, and green (C30 M10 Y70) or PMS equivalent.

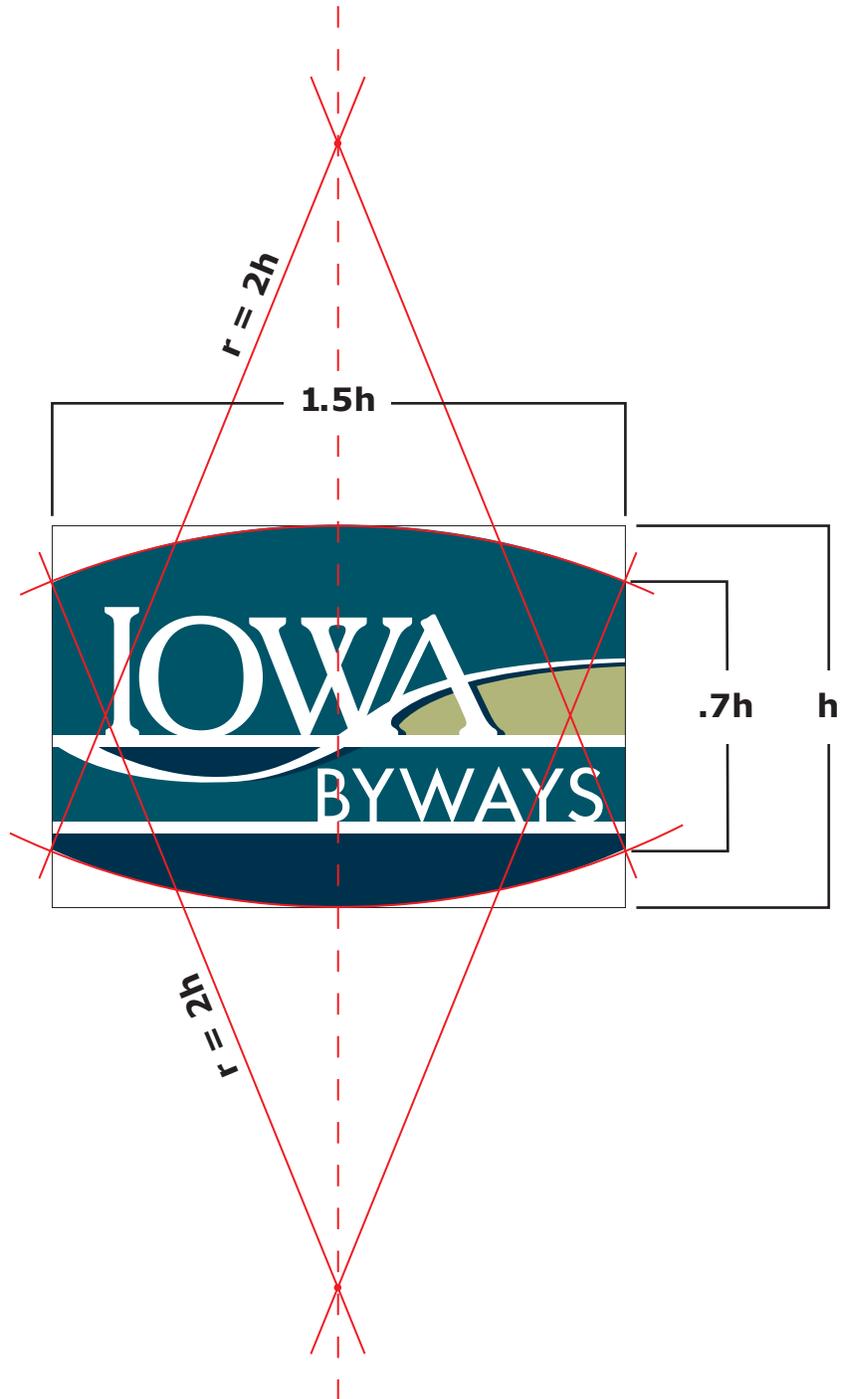
A black and white version consists of 70% black = light blue, 100% black = dark blue, and 30% black = green.

## System-Wide Identity Graphic

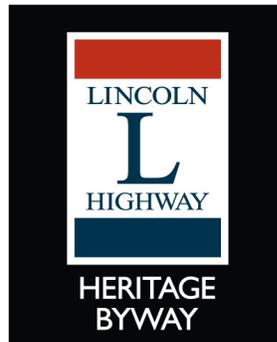
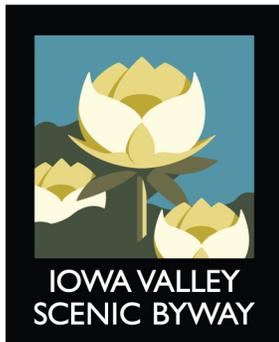
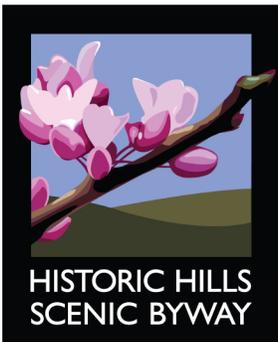
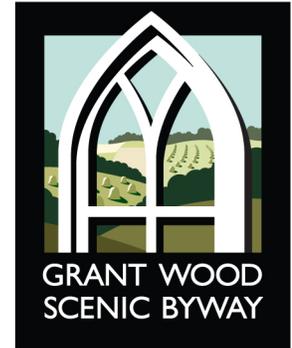
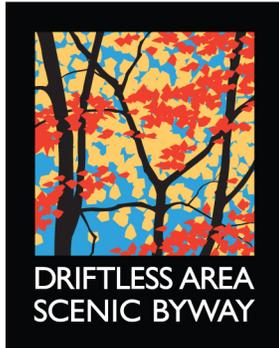
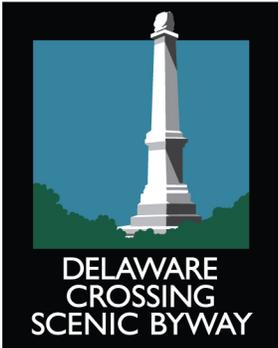
The proportion of the system-wide identity graphic is created in a ratio of 1h:1.5h. Any enlargement or reduction of the logo must maintain the ratio. At a ratio of 1:1.5, the radii of the arcs comprising the top and bottom of the mark = 2h.

### FOR PRINT, DIGITAL, & PROMOTIONAL APPLICATIONS:

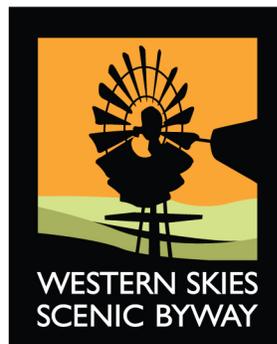
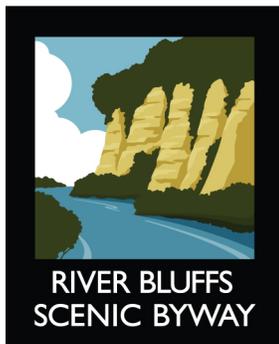
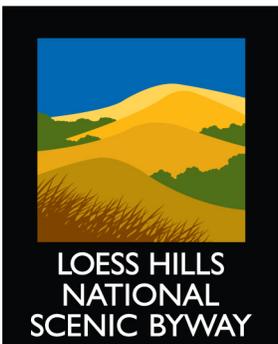
For printed media, the minimum size of the logo must not be less than 1/2" high.



## Individual Byway Logos



Logos for the individual byways in the Iowa Byways program were developed in an intentionally simple graphic style so as to appear as a recognizable and memorable graphic theme, descriptive of the character and experience of the byway, and as a safe and effective wayshowing tool when displayed on signage.

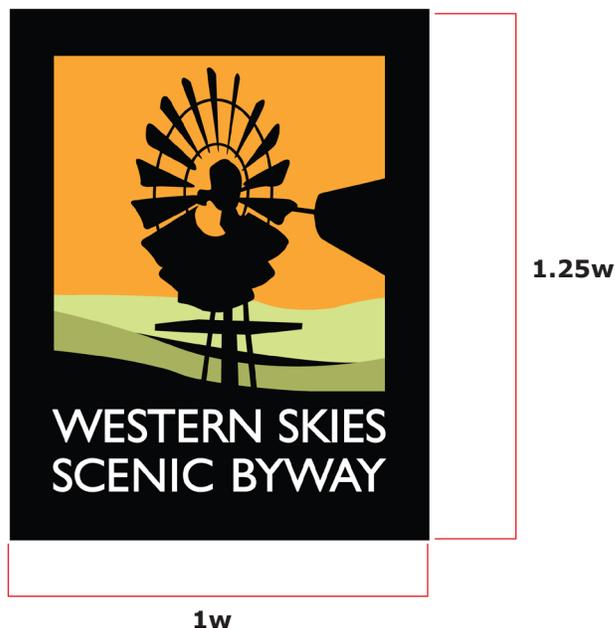
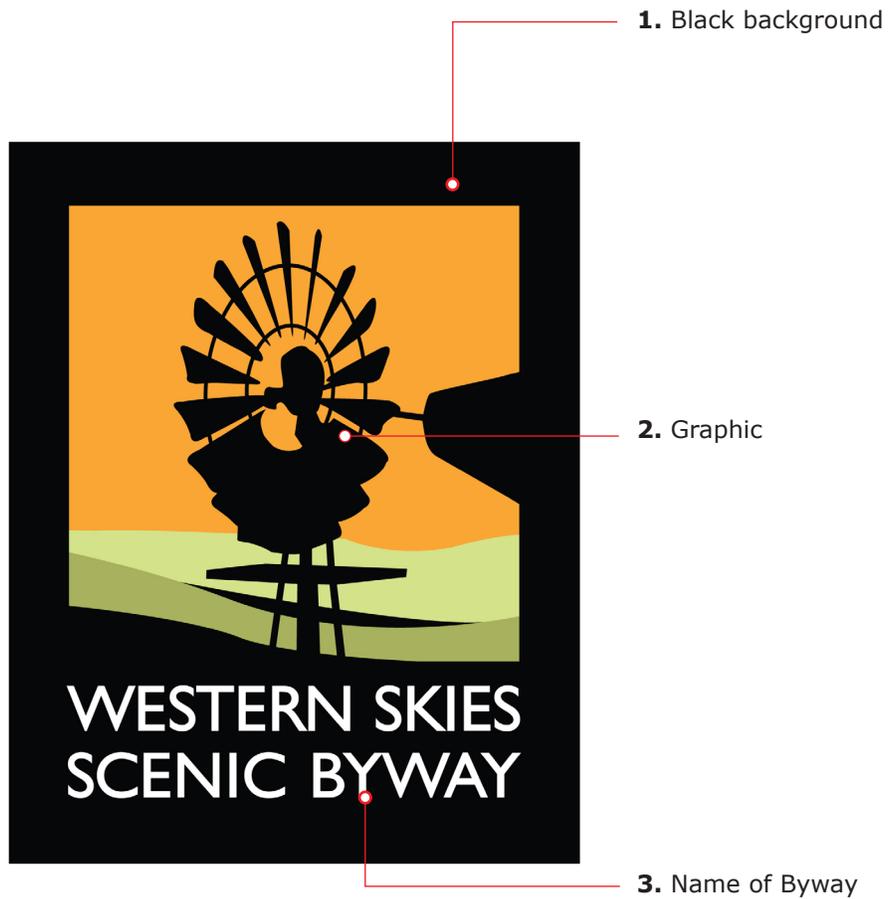


## Individual Byway Logos

The individual byway logos were developed in an intentionally simple graphic style so as to appear as a recognizable and memorable graphic theme and a safe and effective wayshowing tool when displayed on signage.

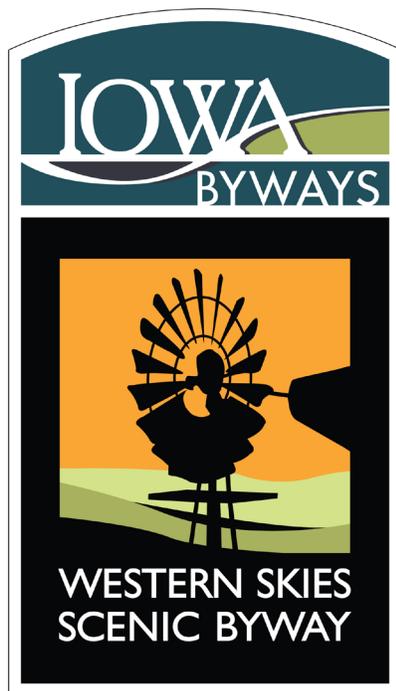
The Western Skies Scenic Byway logo consists of three parts; 1. the black background; 2. the graphic; 3. the name of the byway. All three parts comprise the entirety of the logo, the graphic and/or text may not be separated from the black background.

The proportion of each logo is created in a ratio of width =  $1w$ , height =  $1.25w$ . Any enlargement or reduction of the logo must maintain the ratio.





Western Skies Scenic Byway logo  
(stand-alone)



Western Skies Scenic Byway Logo  
in combination with Iowa Byways  
System-Wide Identity Graphic  
on wayshowing signage

## Individual Byway Logos

### Western Skies Scenic Byway

#### THE WORD MARK

The word mark, WESTERN SKIES SCENIC BYWAY, consists of standard characters, without claim to any particular font, style, size or color.

#### LOGO

The Western Skies Scenic Byway logo was designed to represent the story and experience of the byway.

It is designed to be a stand-alone graphic for use in identifying and promoting the Western Skies Scenic Byway and the entirety of the Iowa Byways program.

It is also designed to be used in combination with the Iowa Byways system-wide identity graphic on roadway wayshowing signage.

## Individual Byway Logos

### Western Skies Scenic Byway

#### FOR PRINT, DIGITAL, & PROMOTIONAL APPLICATIONS:

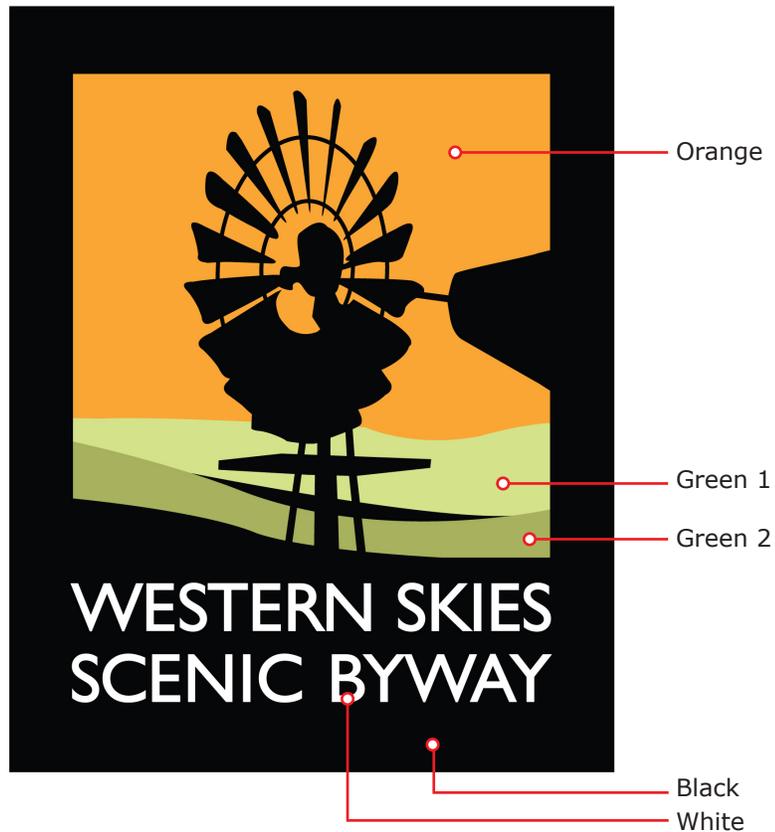
For printed media, the minimum size of the logo must not be less than 1" high. Requests for exceptions to the minimum size must include a sample/mockup at the proposed size, be submitted to IDOT, and obtain written approval before proceeding.

The typeface for "WESTERN SKIES SCENIC BYWAY" is Gill Sans set in all caps.

Colors for the Western Skies logo are;

Orange: M40 Y90  
Green 1: C20 Y60  
Green 2: C40 M20 Y80  
Black  
White

A black and white/grayscale version is available for use in non-color applications.



---

## **Iowa Byways Brand System-Wide Identity**

### **PROPER NOTICE:**

A trademark symbol is required for all prominent uses of the mark (e.g., titles of documents, headlines, labels, packaging, marketing collateral, signage, Web site promotion, brochures, data sheets, news releases, advertising, etc.) except where space or style criteria prevent compliance with this requirement. A trademark symbol is required on the first use of the mark in any text or body copy, even though the symbol may have already been used in the headline or other prominent use: Iowa Byways®. The ® indicates the trademark is registered in the United States. Wherever possible, the trademark notice should appear in superscript in a size smaller than the mark itself and without parentheses. Where such formatting is not available, however, place the appropriate letters in parentheses next to the mark.

### **PROPER USE:**

The Iowa Byways® trademark is an adjective (brand name) and should be followed by the generic term it describes (highway, route, corridor, roadway, etc.). Please follow these guidelines in using the trademark:

- Do not use the mark as a noun or verb.
- Do not pluralize the mark.
- Do not hyphenate the words in the mark.
- Keep the trademark distinct from other text, images or material.
- Do not alter, stretch, skew, edit, modify or combine the trademark with other marks.
- Adhere to the color schemes in attachments A and B.
- Do not render the trademark possessive through use of an apostrophe.
- Provide a proper trademark notice and attribution.

### **PROPER ATTRIBUTION:**

When you use the Iowa DOT's trademark in any materials, please include a brief statement attributing ownership of the mark to the Iowa Department of Transportation. For example: The word mark Iowa Byways and Iowa Byways design mark are registered trademarks.

### **QUESTIONS:**

Questions about proper usage of the Byways mark should be directed to:

Iowa Department of Transportation  
Office of Media and Marketing Services  
800 Lincoln Way  
Ames, IA 50010

---

## **Iowa Byways Brand System-Wide Identity**

### **ORIGINAL ARTWORK**

Original artwork should be obtained directly from the Iowa DOT.

### **YOU MAY NOT USE THE IOWA BYWAYS BRAND WORD MARK, SYSTEM-WIDE IDENTITY GRAPHIC, OR ANY OF THE INDIVIDUAL BYWAY WORD MARKS OR LOGOS:**

- In, as or part of your own business name, product name, domain name or in the name of your service.
- To identify products or services that are not associated closely with the Iowa Byways program or any Individual Byway.
- In a manner likely to cause confusion.
- In a manner that directly or indirectly expresses or implies Iowa DOT sponsorship, affiliation, certification, approval, or endorsement in relation to your own activities, products and services that are separate from or unrelated to Iowa Byways or participating members of the Iowa Byways program.
- In connection with any obscene or pornographic materials; and your use of the mark may not be disparaging, defamatory or libelous to the Iowa DOT, any of its products or services, or any person or entity.
- In any manner that shortens or abbreviates the mark.
- As a slang term.

## Iowa Byways Brand

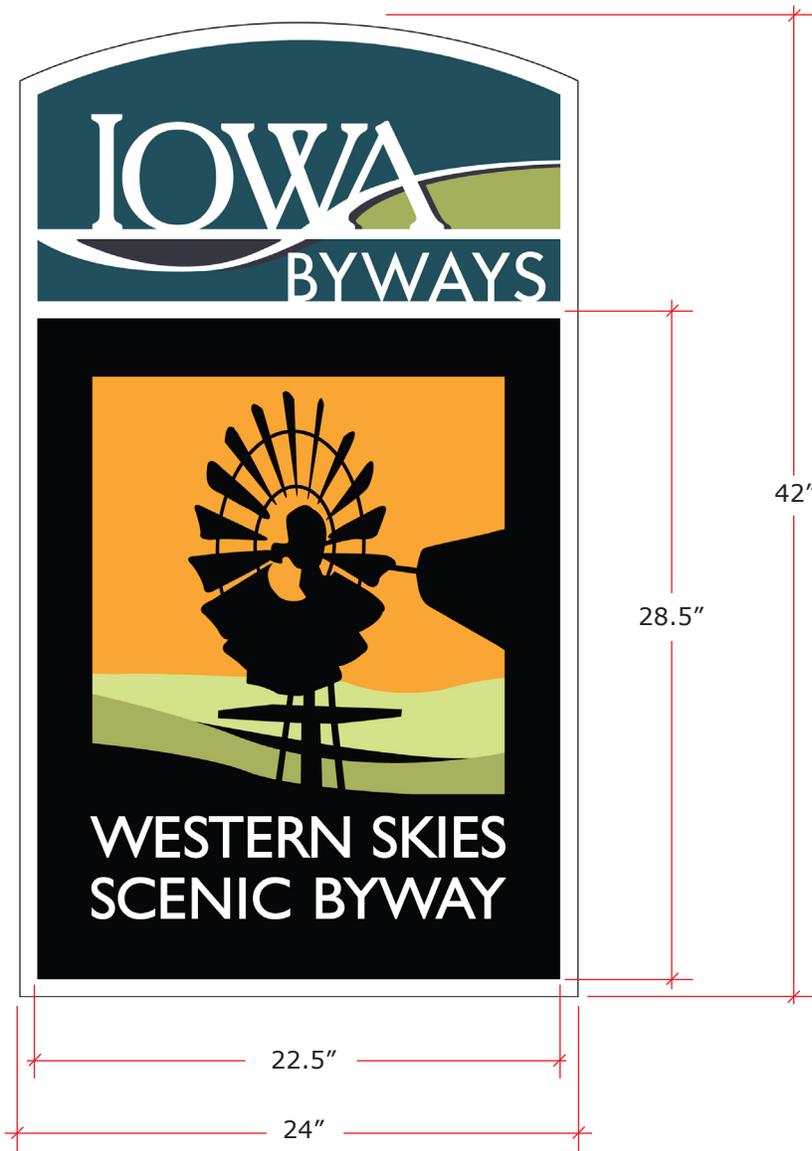
### FOR ROADWAY WAYSHOWING SIGNAGE:

The mark consists of a variation of the system-wide identity graphic with a straight horizontal bottom in contrast to the arched bottom. The straight bottom is designed to accommodate the straight top of the individual byway logos that will appear below the system-wide identity graphic on roadway wayshowing signage.

The Iowa Department of Transportation will supply art to the signage fabricator.

Colors for roadway wayshowing signage are printed using 3M inkjet process on to SP4000 Provisional Spec Diamond Grade DG Cubed Series 4000 to be attached to die-cut aluminum substrate. (See page 3 of this document for colors assigned to the system-wide identity graphic on roadway wayshowing signage.)

The largest specified size for the individual byway logo is designed for roadway wayshowing signage and is 22.5" wide X 28.5" high. Use of the logo at sizes larger than the roadway sign dimension must be approved by IDOT.



System-Wide Identity Graphic  
in combination with  
Individual Byway Logo on  
roadway wayshowing signage

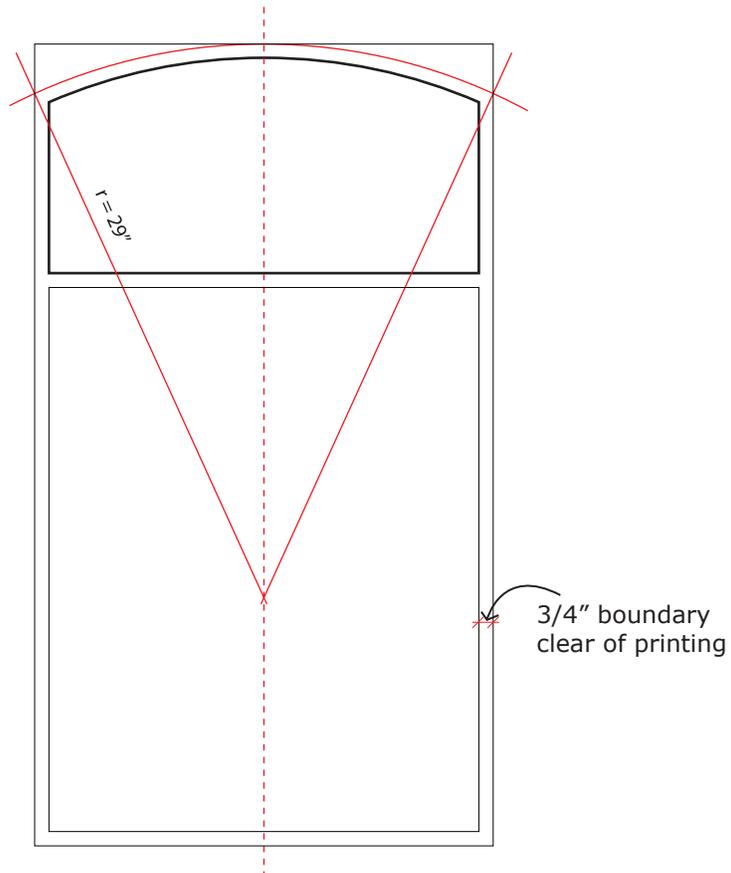
## Iowa Byways Brand

### FOR ROADWAY WAYSHOWING SIGNAGE:

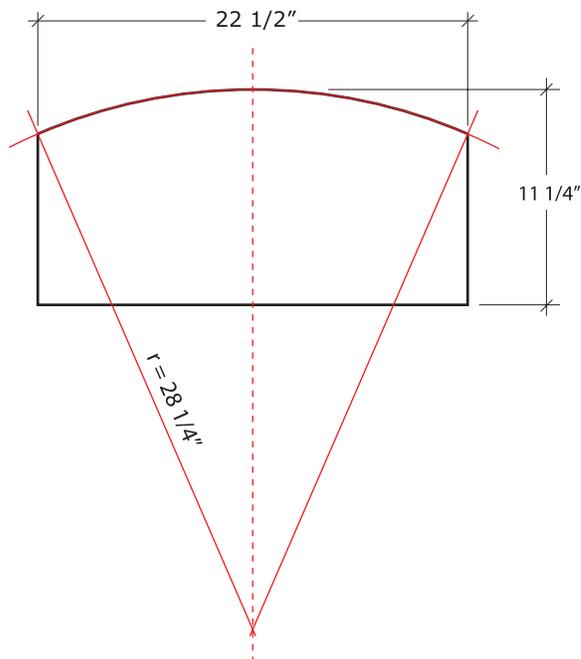
Substrate sign blank dimension is rectangular 42" tall x 24" wide die-cut with an arc at the top. The radius of the arc = 29".

Substrate is aluminum blank (.080).

There is a consistent 3/4" border around the sign blank clear of any printing. The arc of the system-wide identity graphic is consequently 3/4" shorter than the arc of the sign blade,  $r = 28 \frac{1}{4}"$ .



Arc on wayshowing signage sign blank



Arc on system-wide identity graphic  
on wayshowing signage

AGREEMENT FOR USE OF  
IOWA BYWAYS GRAPHIC IDENTITY  
AND THE WESTERN SKIES SCENIC BYWAY LOGO

The Iowa Department of Transportation (IDOT) has registered the Iowa Byways word mark and graphic identity and the Western Skies Scenic Byway word mark and logo with the State of Iowa and maintains exclusive rights to their use.

This agreement extends the use of the Iowa Byways graphic identity and the Western Skies Scenic Byway logo to the signee for the purposes of promotional use related to the byway. This agreement between IDOT and the signee exists in perpetuity with the following provisions:

- Any use of the Iowa Byways graphic identity and the Western Skies Scenic Byway logo must meet the standards and requirements described in the Brand Guidelines.
- Any use not included in the Brand Guidelines must first be submitted to IDOT and written approval obtained.
- Any unauthorized use deemed inappropriate by IDOT may result in suspension of this agreement.

The IDOT Office of Systems Planning reserves the right to modify, suspend, or revoke this agreement if the above provisions are not met. Written notification of any change to this agreement will be provided to the signee(s).

---

Golden Hills RC&D

---

Iowa Department of Transportation

---

Date

---

Date

