



**Request for Proposal
For
Automated Driver's License Knowledge Testing System
Issued by:**

IOWA DEPARTMENT OF TRANSPORTATION
Purchasing Section
Proposal No. 16045

Response Due Date: August 15, 2016

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

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

Carrie L. May
800 Lincoln Way
Ames, Iowa 50010
Phone: 515-239-1168
Fax: 515-239-1538
E-Mail: carrie.may@dot.iowa.gov

Issued addenda will be posted to internet website:

<http://www.iowadot.gov/purchasing>



Solicitation Response

		Response Due Date August 15, 2016	Time 1:00 P.M.	Location 800 Lincoln Way, Ames, IA	
Proposal Number 16045	Description Automated Driver's License Knowledge Testing System				
Contract Begin Date September 19, 2016	Contract Completion Date September 18, 2019	Bid Bond N/A	Performance Bond (Y/N) N	Liquidated Damages N/A	
Purchasing Agent assigned Carrie L. May	E-mail Address Carrie.may@dot.iowa.gov	Phone 515-239-1168	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 conditions 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

This solicitation includes the Solicitation Response cover page, Schedule of Prices, Standard Terms and Conditions, Supplemental terms (if any), Specifications, Plans and Drawings, mailing label and all other information needed to prepare and submit a response to the solicitation. Information in the "Solicitation Response" above must be typed or completed in ink, signed, and returned in a flat style envelope along with any other information required in the solicitation prior to the response due date and time. Please use the furnished mailing label, or label the response as "Iowa Department of Transportation, proposal number and response due date on the outside of the return envelope. Responders may personally deliver, mail, or select a carrier that ensures timely delivery. **Faxed or e-mail responses will not be accepted.**

If required, each response must be accompanied by a bid bond in an accepted form, in the percent amount indicated above. Refer to the Standard Terms and Conditions for the accepted forms in which the bid bond requirement may be fulfilled. **Responses without a required bid bond will not be considered for award.** If the intended awarded responder fails to enter into a formal contract within fifteen (15) days after award is made for any reason on their part, the bid bond may be retained by the State.

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.

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

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

Signed _____ Date _____



Iowa Department of Transportation Standard Terms and Conditions

For

Submission of Quotations, Bids or Proposals

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

Preparation of Solicitation or Bid Response: All responses must clearly 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 opening date and time indicated on the Solicitation Response page or other specified areas throughout the solicitation document. The Responder's signed Response shall become the official Response to be considered for award.

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

A. Solicitation

1. **Opening:** The openings 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 unopened 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. **Bid Bond:** If required, the Solicitation Response page will indicate the fixed percent of the bid security based on the amount of the Bidder's bid. A Bid Bond 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 Bid Bond requirement. A properly completed and signed copy of the Bid Bond (*Form 131084*) must accompany the bid. **The Iowa DOT's Bid Bond form must be used; no other forms or formats will be accepted.**

4. **Pricing and Discount:** Unit prices shown in the response shall be quoted as the price per unit (e.g., gal., case, each, etc.) as requested 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.
5. **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 any supplier(s) or provider. 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 opening date and time.
6. **Results & Disclosure:** Tabulation results will 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 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 response.
7. **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.
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 Solicitation 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 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 responsible, responsive Responder whose Quotation, Bid or Proposal meets the requirements of the solicitation and is the most advantageous to the Iowa DOT. 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 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 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 Contractor 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 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 number 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, 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 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 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 Responder. Following termination upon notice, the Responder 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.

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	July 20, 2016
Number of returned Responses Required 1-original Technical and 1-Cost proposal (1- removable media including both Technical and Cost proposal as separate files)	4.1.3	5 printed copies of Technical Response
Responder's Conference (Pre-Bid) <input type="checkbox"/> Box will be checked when attendance is mandatory	2.32	N/A
DOT Response from Contractor's Conference Questions	2.32	N/A
Responder questions, requests for clarification, & changes <i>(no later than)</i>	2.2/2.5	July 28, 2016
DOT response to questions issued <i>(no later than)</i>	2.2/2.5	August 3, 2016
Response Due Date	2.8/2.9	August 15, 2016
Presentations & Demonstrations "Short list" <i>(by invitation only)</i>	2.24/ 5.3	Week of August 29th
Announce Successful Responder Intent to Award* <i>see note below</i>	2.24	September 2, 2016
Contract Negotiation & Execution	2.25	September 12, 2016
Contract Begins	Response 6.2	September 19, 2016
Contract Length Start Date --- End Date --- Renewals	6.2	Start: 09/19/16 Renewals:3 Annually

*Intent to Award MATCH SECTION 4.2.13

It is intended that Responses will be evaluated and a notice of intent to award will be issued within thirty (30) days of the Response Due Date. Response prices, terms and conditions must be held firm for a 180-day period from the date of the notice of intent to award the contract.

Pre-Bid Responder Conference Details – N/A

Iowa Department of Transportation
Schedule of Prices Proposal No:
16045
Letting Date: July 20, 2016

Project Description: Automated Knowledge Driver's License Testing System- 2016

Bid Option 1	Bid Option 2
<p><u>Vendor Hosted Solution</u> Vendor shall provide all software, maintenance and support of the application. DOT shall provide test station hardware only.</p>	<p><u>DOT Hosted Solution-</u> DOT hosts the software solution on site. Vendor is responsible for supplying system software, installation, maintenance, service & support. DOT provides all necessary hardware.</p>
Total System Cost \$ _____	Total System Cost \$ _____

The Responder shall provide total costs for one or both of the bid options listed in the Schedule of Prices.

I HEREBY CERTIFY THAT THIS RESPONSE MEETS OR EXCEEDS THE MINIMUM REQUIREMENT of the solicitation 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: _____

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Mailing Label

Section 1 Introduction

1.1 Purpose & Overview of the RFP Process

The purpose of this Request for Proposal (RFP) is to solicit responses from responsible Responders 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 renew the contract(s) for up to the number of annual renewals identified on the Procurement Timetable at the sole discretion of the Iowa DOT. Any contract(s) resulting from the RFP shall not be an exclusive contract.

Responders are required to submit their responses in hardcopy and (a form of removable media (such as a flash drive or memory stick) as indicated on the Procurement Timetable. It is the intention of the Iowa DOT to evaluate Responses from all responsible and timely Responders and award the contract(s) in accordance with Section 5, Evaluation and Selection.

1.2 Project Background

Iowa DOT is seeking a qualified Solution Provider that demonstrates the capabilities, experience, and resources required to provide **the services outlined in section 3 of this proposal**.

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

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

1.3.3 “Responder” 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 Political Subdivision, either City, State, County, Boards or Commission, identified on the RFP cover sheet as Participating Agencies, and any other governmental 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 Responder(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 Responder will submit the invoices, and any other requirements deemed necessary by the State. Any preprinted contract terms and conditions included on Responder’s forms or invoices shall be null and void.

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

1.3.9 “Response” means a Responder’s response to the RFP that complies with the material provisions listed in the RFP documents.

1.3.10 “RFP” means this Request for Proposal 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 “Sub-contractor” means every person furnishing materials, equipment or performing labor as a sublet of any part of contract.

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

(ADKTS) Automated Driver License Knowledge Testing System

(Iowa DOT) Iowa Department of Transportation

(CDL) Commercial Driver’s License

(ARTS) Archon Registration Titling System, which is the computer system that acts as the system of record for the issuance of DL/ID credentials and includes the status and history of the knowledge testing conducted as part of the issuance process.

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 Responder).

2.2 Restrictions 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 2.5. Responders may be disqualified if they contact any state employee other than the Purchasing Agent. Exception: Responders 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 Responder verbally shall not be considered part of Responder's Response. Only written communications from the Responder as received by the Iowa DOT shall be accepted.

With the exception of the written Response which must be submitted by Responders in accordance with Sections 4 and 5 herein, communications between the Purchasing Agent and Responders 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 RFP will be posted on the Iowa DOT's website at: <http://www.iowadot.gov/purchasing/lettingschedule.htm>

Responders will be required to visit the Iowa DOT's website periodically for any and all addendums or other pertinent information.

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 submission of Responses, 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

Responder's are invited to submit written questions and requests for clarifications regarding the RFP. Responder's 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 that section 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 to questions 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 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 Responder must inform themselves fully of the conditions relating to the RFP. Failure to do so will not relieve a Successful Responder of their obligation to furnish all services required to carry out the provisions of RFP and final contract. Insofar as possible, the Successful Responder 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 contract holder.

If a Responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Responder 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 Responder shall acknowledge receipt of an addendum in their Response. If the addendum occurs prior to the closing date for receipt of Responses, the Iowa DOT may, in its sole discretion, allow Responder's to amend their Response to the addendum.

2.7 Revisions to a Response

Responders who submit Responses in advance of the deadline may withdraw, modify, or resubmit their Response at any time prior to the deadline. Responders must notify the Purchasing Agent in writing if they wish to withdraw their Response. A Responder 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 Responses

The Iowa DOT, located at 800 Lincoln Way, Ames, Iowa 50010, ATTN: Purchasing Section before the deadline stated in the Procurement Timetable. This is a mandatory requirement and will not be waived by the Iowa DOT. Any Responses received after this deadline will be rejected and returned unopened to the Responder.

Responder's mailing Responses should allow ample delivery time to ensure timely receipt of Responses by the Iowa DOT. It is the Responder's responsibility to ensure that the Response is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Response. **Electronic mail and faxed will not be accepted.**

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

2.9 Opening of Responses

The Iowa DOT will open Responses at the deadline stated in the Procurement Timetable. All Responses will remain confidential until the Evaluation Committee has reviewed and considered all successfully submitted Responses and the Iowa DOT has announced a notice of intent to award a contract. See Iowa Code Section 72.3.

The names of the Responders who responded within the timeline will be supplied to any person or persons who requests such information at the time of the opening date. The announcement of names of Responders who submitted a Response **does not** mean that an individual Response has been deemed technically compliant or that it has been accepted for evaluation.

2.10 Costs of Preparing a Response

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

No payments shall be made by the Iowa DOT to cover costs incurred by any Responder in the preparation of a 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 opening of Responses, contact the Purchasing Agent on the cover page.

2.12 Rejection of submitted Response

The Iowa DOT reserves the right to reject any or all 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 Responders with the information necessary to prepare a competitive 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 Responder to provide good and services or both as described herein.

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

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

2.13 Disqualification

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

2.13.1 Responder fails to deliver the cost proposal under separate cover.

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

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

2.13.4 Response limits the rights of the Iowa DOT.

2.13.5 Responder fails to include information necessary to substantiate that it will be able to meet a service requirement. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.

2.13.6 Responder fails to include a Bid Bond bid security, *if required*. See RFP Solicitation Response Section 2.33.

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

2.13.8 Responder 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.

2.13.9 Responder initiates unauthorized contact regarding the RFP with state employees.

2.13.10 Responder provides misleading or inaccurate responses.

2.13.11 Responder fails to attend the mandatory pre-RFP meeting or conference if required.

2.13.12 Responder's Response is materially unbalanced.

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

2.13.14 The Responder 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 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 Responders; 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 Responder 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 Responder to assist in the evaluation of the Responder, to verify information contained in the Response and to discuss the Responder's qualifications and the qualifications of any subcontractor or partner identified in the Response.

2.16 Information From Other Sources

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

2.17 Verification of Response Contents

The content of a Response submitted by a Responder is subject to verification. Misleading or inaccurate responses shall result in disqualification and rejection.

2.18 Criminal History and Background Investigation

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

2.19 Clarification Process

The Iowa DOT reserves the right to contact a Responder after the submission of Response 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 Responder has provided goods or services to the Iowa DOT or any other political subdivision wherever located, or requests for corrective pages in the Responder's Response. The Iowa DOT will not consider information received if the information materially alters the content of the RFP or alters the type of goods and services the Responder is offering to the Iowa DOT. An individual authorized to legally bind the Responder 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 and the Response will be considered non-compliant.

2.20 Disposition of Responses

All Responders' Responses become the property of the Iowa DOT and shall not be returned to the Responder. At the conclusion of the selection process, the contents of all Response 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.

2.21 Public Records and Requests for Confidential Treatment

The Iowa DOT may treat all information submitted by a Responder as public information following the conclusion of the selection process unless the Responder properly requests that information be treated as confidential at the time of submitting the Response. The Iowa DOT release of information is governed by Iowa Code chapter 22. Responders are encouraged to familiarize themselves with Chapter 22 before submitting a Response. 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 Responder's 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 Responder to respond to any inquiries by the Iowa DOT concerning the confidential status of the materials.

Any Response 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 Response as confidential may be deemed non-responsive and disqualify the Responder.

If the Responder designates any portion of the RFP as confidential, **the Responder must submit one copy of the Responder 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 Response 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 Responder 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 Responder'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 Responder may have had.

2.22 Copyrights

By submitting a Response the Responders allows the Iowa DOT permission to copy the Response for purposes of facilitating evaluation or to respond to requests for public records. The Responder consents to such copying by submitting a Response 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 Response.

2.23 Release of Claims

By submitting a Response, the Responder 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 Responder with pertinent information as intended by this RFP.

2.24 Evaluation of Submitted Responses

The evaluation and selection of the awarded Responder will be based on but not limited to: the information submitted in the written response, references and required demonstrations and cost. If further information is requested by the Iowa DOT for clarification, Responders 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 Responses will be evaluated using an evaluation matrix. Demonstration will be in the Evaluation Matrix (see Section 5.4), the Iowa DOT reserves the right to determine which Responders will be "short listed" for further consideration based on the written responses that best meet the requirements of the RFP and be asked to come to DOT location and present a demonstration.

Short-List Upon selection from the overall compliant responses, some Responders shall be selected to move to the Demonstration or Presentation portion of the evaluation. They will be required to demonstrate or make a presentation illustrating their proposed solution as described and required in the RFP. It is recommended Responder's engage key personnel to demonstrate the proposed solution, their authority and reporting relationships within their firm, their expertise and their management style.

The Responder must provide and demonstrate the testing system and any needed equipment and set up and allow evaluators the ability to see how it performs.

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

Selected Responders 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. The Iowa DOT may offer a web conferencing method as an alternative if desired.

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 Responder.

Additional Presentation Criteria:

Each responder will be asked to base their 1 1/2 hour presentation criteria on the following:

- Overview of the solution as it relates to the DOT's mission/request, including work plan
- Discuss experiences implementing similar solutions
- Value add services/products (e.g. why is your solution the solution for us?)

Please provide the following in the written response:

Provide a Product Lifecycle Model for each software and hardware product included in the contract. The Product Lifecycle Model will include where (introduction, growth, maturity, decline) each product is expected to be over the next 5 years.

Provide a yearly product roadmap for each software and hardware product included in the contract. That should include anticipated enhancements and maintenance associated with a given product to be conducted over the next 12 months.

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 Responder's sole responsibility to check daily for the final evaluation results.** 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.

If the Successful Responder 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 Responder the Iowa DOT believes will provide the best value to the State.

The award shall be granted to the highest scoring responsive, responsible Responder according to the evaluation matrix in Section 5.

2.26 Confidential Information

Responses containing propriety information must have the specific information considered proprietary clearly marked. All information included in the Response not indicated as proprietary will be open for inspection. All Responses 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. Responders 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 Responder will provide services, or services and goods as requested by the Iowa DOT. The Iowa DOT shall 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 Responder to the terms and conditions contained in this RFP. Should a Responder take exception to the terms and conditions required by the Iowa DOT, the Responder's exceptions may be rejected and the entire Response declared nonresponsive. The Iowa DOT may elect to negotiate with the Responder regarding contract terms that do not materially alter the substantive requirements of the RFP or the contents of the Responder's Response.

2.31 News Releases

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

2.32 Responders' Conference

If the Procurement Timetable indicates a Responders' 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 Responders conference is a mandatory requirement, it will be indicated on the Procurement Timetable. The purpose of the Responders' conference is to discuss with prospective Responders the work to be performed and allow prospective Responders an opportunity to ask questions regarding the RFP. Verbal discussions at the Responders' 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 Responders who submit a letter of intent to provide a Response.

2.33 Bid Bond (if required)

Each Response must be supported by a Bid Bond in the sum indicated on the Solicitation Response page (if required). See Standard Terms and Conditions 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 RFP. If a Bid Bond is submitted, it must be submitted on **Iowa DOT Form No. 131084 (Appendix B) or bid will be rejected.**

The Bid Bond from the qualified responsive Responder 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 and an executed contract are in place.

Section 3 Requirements

3.1 Purpose

The Iowa DOT's Motor Vehicle Division is seeking a qualified service provider for an Automated Driver License Knowledge Testing System (ADKTS) in accordance with the requirements and provisions stated herein. Responders to this RFP are required to provide an integrated, electronic commercial and non-commercial driver license knowledge testing solution to be offered by the Iowa DOT and authorized Iowa County locations. The Iowa DOT is also interested in remote testing options from locations such as high schools and/or community colleges. Responders shall define the proposed solution including but not limited to; system functionality, installation, training, on-going maintenance and support. The Iowa DOT encourages Responders to include any additional system functionality that may exceed the requirements outlined in this section.

3.2 Overview/Background

There are currently 99 testing locations in Iowa, both state and county, that offer and administer Class C driver license knowledge testing, commercial driver license (CDL) core knowledge exams, CDL endorsement exams and motorcycle exams.

3.3 Objective

The Iowa DOT seeks an innovative ADKTS solution that is computer-based, networking-capable and allows for future expansion. Newer functionality will allow the Iowa DOT to improve and update the current testing procedures while meeting the following goals:

- Increase testing security within the design of the application.
- Increase the speed and efficiency and accuracy of the testing process.
- Maintain system integrity and minimize fraudulent activity by allowing randomized testing.
- Provide flexibility to meet present and changing driver license testing needs applicable to federal and state laws.
- Reliability and the ability to handle extreme volumes of testing

3.4 Current Environment

The Iowa DOT currently provides knowledge testing at 99 locations utilizing 295 testing kiosks and administers an average of 284,000 knowledge tests each year. The current testing uses a touch screen testing station with headsets to listen to the test. There are local and centralized examiner consoles to monitor the testing with the testing application housed in a centralized onsite database.

The current ADKTS implementation utilizes the Microsoft technology stack and runs on VLAN network configuration. The current infrastructures is hosted within the DOT data center and maintained jointly by Iowa DOT and current provider staff. ADKTS has integration with Archon Registration and Titling System (ARTS), which is the computer system application that acts as the system of record for the issuance of DL/ID credentials and includes the status and history

of the knowledge testing conducted as part of the issuance process. This is done by using a web service API.

3.5 Scope

Responders shall provide the overall approach to the RFP as defined in a Work Plan (see section 4). The work plan shall provide all aspects of the company's product, knowledge and experience with automated knowledge driver's license testing systems.

3.6 Mandatory Requirements

All proposed ADKTS systems shall:

- Ensure compliance with all state, local and federal guidelines
- Provide test delivery with on-screen text, and audio help if needed
- Ability to generate statistical data and audit reports that can be used to drive ongoing process improvements
- Be user friendly, menu driven, touch screen application for testers and administrators
- Generate accurate testing results from the ARTS system
- Meet the knowledge test standards outlined in 49 CFR Section 383.133(b)
- Ability to control the number of times per day a test can be taken by an individual
- Provide random tests, answers, and questions
- Capable of multi-lingual testing options
- Display high resolution photos / video and illustrations
- Provide various levels of system security, which limits access to the system and to the system administrative functions based upon authorization levels defined and established within the system
- After award is made the Successful Responder will be required to enter all existing DOT test questions and provide the most current version of all CDL tests. The DOT will provide a pool of questions for the Class C (basic operator test), Motorcycle, and School Bus driver tests
- Accommodate and include, at a minimum, the following tests:
 - Class C (basic knowledge test)
 - Motorcycle
 - CDL general knowledge
 - CDL Class A license for combination vehicle operation
 - CDL removal of air brake restriction
 - CDL Passenger vehicle endorsement
 - CDL double/triple trailer endorsement
 - CDL tank vehicle endorsement
- The tests for CDL hazardous material endorsement and CDL School bus endorsement shall only be administered in the English language.
- Offer automated scoring, quick pass/fail determinations, and instant feedback. The system must allow the examiner to have the option to use or not use the quick pass/fail feature

- Each multiple-choice test questions must have an administrator configurable number of possible answers
- Security system must prevent unauthorized access and provide a safe method to allow entry by management without compromising the security of the system or the test
- Provide real-time capture of each test
- Possess configurable reporting capabilities
- Contain system tutorials
- Provide print capabilities

Remote Testing Requirements

- Responders shall describe any and all remote testing capabilities.

3.7 Desired Functionality

- Means for a tester to begin the test without initiation from an examiner
- Scan a 2D barcode on the Iowa Driver's License or ID
- Ability to provide demographic information that is obtained from ARTS
- Ability to take a photo image of the tester while taking the test at pre-determined intervals to be set by the administrator

3.8 Technical Requirements

3.8.1 General

The proposed solution must comply with all Iowa DOT Policies and Procedures as outlined in attachment #4 and State of Iowa Department of Administrative Services, Enterprise Security Standards as outlined by following this link <https://ocio.iowa.gov/standards> (link is also provided as a separate attachment to this web posting) In addition to a Production environment, the Responder must support a User Acceptance Testing (UAT) environment. This UAT environment will be used for periodic and on-going testing of the proposed solution.

3.8.2 Integration

The proposed solution must provide seamless integration with ARTS(described in section 3.4) by using a Web Service Application Program Interface (API). The Web Service API will use SSL encryption and require authentication approved by the Iowa DOT.The proposed solution's interface with ARTS must be capable of handling requests to conduct tests and provide test results back to ARTS.

3.8.3 Testing software at Iowa DOT and Iowa County controlled testing locations

Testing software must be capable of running on Microsoft Windows operating system as approved by the Iowa DOT.Testing software must be capable of running on hardware with the following minimum requirements: Touch Screen Monitor, 128 GB SSD, 8 GB RAM, Intel i5 4590S 3.0G 6M HD 4600 CPU.

Testing software must be capable of running in conjunction with Iowa DOT maintained anti-virus, malware, and other security related software.

3.8.4 Testing software at non-DOT/County controlled locations

- Testing software must be; hardware, operating system, and browser agnostic.
- Browser shall not require specialized plug-ins to function.

3.9 Hosting Successful Responder

3.9.1 Hosted solution (Schedule of Prices Option 1)

- Responders shall propose a hosted environment that supports:
 - Hardware
 - Software
 - Network
 - Security
 - Disaster recovery
- Auditing and reporting
- Be FedRAMP compliant.

3.9.2 Iowa DOT hosted solution (Schedule of Prices Option 2)

Proposed solution shall:

- Be capable of running in a load-balanced, virtualized server environment provided and hosted by the Iowa DOT using Microsoft Server, SQL Server, and related Microsoft frameworks.
- Be capable of running on server and network configurations as approved by the Iowa DOT.
- Allow for server environment patching and security reviews/updates to be conducted by the Iowa DOT in coordination with the Successful Responder.
- Be capable of supporting the solution's infrastructure software via a DOT provided VPN solution or privileged access management solution for the purposes of diagnostics and maintenance.

3.10 Training Requirements

Responders shall describe all training options for the proposed testing system.

3.11 Project Management Responsibilities

- The Responder shall provide a project schedule for review and approval by Iowa DOT at start of the project and on a mutually agreed upon frequency thereafter.
- Any changes to the project schedule by the Successful Responder will be provided to the Iowa DOT for review and acceptance.
- The Responder shall designate a project manager for the duration of project. Any changes in the project manager or pertinent staff will be presented to Iowa DOT project manager for approval.

3.12 DOT Responsibilities

- The Iowa DOT will develop and assign a project management team to work with the successful Responder upon execution of the contract.

3.13 Information Technology-Security

- The Successful Responder will be expected to agree to and follow the state of Iowa's Information technology Security policies.
- State of Iowa Department of Administrative Services, Enterprise Security Standards can be found at <https://ocio.iowa.gov/standards> (also see link as separate attachment to web posting)

Section 4 Form and Content

4.1 Instructions

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

It is the request of the Iowa DOT that the following section headings be used in the Responder responses to this RFP and that they be arranged in the order as listed in the RFP. Responders 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 Responder's Response.

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

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

Example:

Technical Envelope shall contain the "Original" Technical Response as marked and the number of copies as requested in the schedule of prices. A separate public copy shall also be included in hard copy and on the submitted removable media. The envelopes shall be labeled with the information found on the cover sheet:

***[RFP Title] [RFP Number]
[Issuing Officer's Name]
[Responder'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 Responses if a Response is not properly labeled.

4.1.3 One removable media shall be submitted with the hard copy response and include both the technical and cost proposal as separate files.

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

4.1.5 Responders may include promotional materials as company information but they shall not take the place of the 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 Response.

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

4.2 Technical 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 Responder shall sign the transmittal letter. The letter shall include the Responder'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 Responder's should include a table of contents of its Response and submit the check list of submittals per Attachment # 3.

4.2.3 Executive Summary Responder's shall prepare an executive summary and overview of the services and/or goods offered including all of the following information:**4.2.3.1** Statements that demonstrate that the Responder 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 Responder's plans for complying with the requirements of this RFP. (Including project management approach).**4.2.3.3** Any other summary information the Responder deems to be pertinent.

4.2.4 Specifications and Technical Requirements The Responder shall answer whether or not it will comply with each requirement in Section 3 of the RFP. Responders 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 Responder.** Responses must identify any deviations from the requirements of this RFP or requirements the Responder cannot satisfy. Any deviations from the requirements of the RFP or any requirement of the RFP that the Responder cannot satisfy may disqualify the Responder.

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 Responder including all d/b/a's or assumed names or other operating names of the Responder.**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 Responder'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 Responder's representative to contact regarding all contractual and technical matters concerning the Response.**4.2.5.9** Name, address, e-mail address and telephone number of the Responder'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** Responder'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.iowadot.gov/purchasing>.

4.2.6 Experience

The Responder must have at least 3 years of experience with ADKTS and 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 detailed list of goods and/or services similar in size and scope to those sought by this RFP that the Responder 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 Responder'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.

4.2.7 Personnel

The Responder 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 Responders only)

The Responder may be asked to provide the following financial information:**4.2.8.1** Audited financial statements for the last 3 years. Privately held companies may substitute Credit reports.**4.2.8.2** A minimum of three (3) financial references. Privately held companies may substitute: Letters of Reference from the bank.

4.2.9 Terminations, Litigation, Debarment

The Responder must provide the following information for the past five (5) years: (also see Attachment 1)**4.2.9.1** Has the Responder 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 Responder 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 Responder 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 Responder or its officers have been a party, if any. The Responder 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 Response or in termination of any

subsequent contract. **4.2.9.5** Any irregularities discovered in any of the accounts maintained by the Responder on behalf of others, describe the circumstances and disposition of resolving the irregularities. The above disclosures are a continuing requirement of the Responder. The Responder shall provide written notification to the Iowa DOT of any such matter commencing or occurring after submission of a Response, and with respect to the successful Contractor, following execution of the Resulting Contract.

4.2.10 Certification Letter (Attachment 1)

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

4.2.11 Acceptance of Terms and Conditions

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

4.2.12 Authorization to Release Information (Attachment 2)

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

4.2.13 Firm Terms

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

4.2.14 Work Plan

The work plan should be the Responder's overall approach to meeting or exceeding the requirements of the RFP. In addition to the detail in Section 3, Responder's work plans should include items such as timeline, additional functionality and any other pertinent information that would assist the evaluators in making the final recommended award. Responders shall provide detail of the number of languages available and how these can be chosen by the tester or the administrator and outline the cost of each module in the cost proposal. In the work plan the Responder must show a rollout schedule which includes a timeline proposing when the old system will be turned off and when the new system will be live.

Installation

The Successful Responder shall install all PC, server application and database software at all Iowa DOT site locations. The Successful Responder shall test all system console components at all locations to ensure one hundred percent (100%) functionality in all respects of the system.

The Iowa DOT desires that the automated driver's license testing system be completely installed and fully operational "Ready for Use" no later than the date agreed upon by both parties during contract negotiations. If a Successful Responder determines that they cannot meet this installation date, then the Successful Responder shall specify what date can be met. The Iowa DOT reserves the right to reject any proposal that establishes a "Ready for Use" date beyond the target date that is determined by both parties.

Installation and/or delivery dates may be changed by mutual consent of the Successful Responder and the Iowa DOT. Such mutual consent must be in writing, signed by both parties.

The Successful Responder shall provide the following installation information for either bid option:

- A detailed work plan developed in Microsoft Project outlining the statewide installation and implementation of all systems including time frames and method of project management. Weekly status reports shall be reviewed by the Successful Responder and Iowa DOT staff. Job descriptions, a list of support personnel and their qualifications to be assigned to the system installation, testing, and implementation of this project.
- Provide qualified technicians for the period covering the installation periods at each test site. The stated procedure will continue until the entire automated test system is operational and problem free.

Installation of the automated test system must be accomplished during the non-business hours of the test site. The specific time of installation will be determined by the Iowa DOT in consultation with the Successful Responder.

Testing

The following are the various levels of testing that are required for this solicitation. Each level of testing shall only be deemed acceptable, upon written documentation provided by the Iowa DOT Project Manager. During any time of any testing period regardless of level, any corrections or remedies shall be provided and performed by the Successful Responder at no cost to the Iowa DOT.

- Development/system integration testing: This testing is to demonstrate the functionality and operation of the application, including integration and compatibility with the Iowa DOT's technical environment and DL issuance system.
- User acceptance testing: This testing is to provide a review to stakeholders of full functionality of system. Testing completed at this level determines if system is production deployed.
- Post installation testing: This testing is to follow up on any post-deployment production issues reported and subsequent fixes to these production issues

Final System Acceptance

The Iowa DOT shall accept the proposed system upon successful completion of the above mentioned tests. The final acceptance test shall consist of a 90-day test period of operations without major failure of supplied goods or services. The purpose of the test is to demonstrate (if applicable), that the total system (hardware, software, materials and installation) is properly installed, is free from identified problems, exhibits stable and reliable performance, and complies with the contract requirements.

The Successful Responder may suggest a testing period, if necessary. All testing shall be coordinated with the Iowa DOT.

All modifications, revisions and replacements shall be documented and provided to the Iowa DOT for approval, prior to acceptance of test results. The Iowa DOT reserves the right to reject any proposed repairs or modifications that are not in the best interest of the Iowa DOT's ability to operate or maintain said components. Two copies of test documentation shall be furnished to the Iowa DOT.

All system issues shall be corrected, tested and resubmitted before final acceptance is complete.

4.3 Schedule of Prices – Cost Proposal

Responders shall provide a cost proposal for the proposed items listed in the **Schedule of Prices**. If applicable, Responders 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 proposals must be submitted under separate cover.

Section 5 Evaluation and Selection

5.1 Introduction

This section describes the evaluation process that will be used to determine which 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 shall conduct a comprehensive, fair, and impartial evaluation of all complaint responses received. The Iowa DOT will use an evaluation committee to review and evaluate responses. The Evaluation Committee shall consist of members with technical knowledge of the desired services, users of the solution and other appropriate persons to best evaluate the Responses.

5.3 Overview of Evaluation

All submitted Responses will be first evaluated by the Purchasing Agent to determine if they comply with the mandatory requirements of the RFP. To be deemed a responsible Responder any proposed Response must comply with the mandatory requirements. Failure to meet the mandatory requirements will result in the rejection of the Response. In the event that all Responders do not meet the mandatory requirement, the Iowa DOT reserves the right to continue the evaluation of the responses to select the Response most closely meeting the requirements specified in this RFP or may choose to reject all responses and consider the solicitation closed.

5.4 Evaluation Criteria

The RFP 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 Responders shall be given a point rating and total score to be considered for award.

Evaluation Criteria
Overall content of written Response
○ Overall solution, Work Plan
Business Knowledge
○ Knowledge of Industry Standards and Applications
Work Experience in Required Skill Sets
○ Deployment and support of Automated Knowledge Testing Systems in other jurisdictions
○ Project management
○ Company experience
Responder Demonstration
○ Scoring is based on the Responder's demonstration outlined in Section 2.24 and responses to Iowa DOT questions
Cost – See Schedule of Prices

Weighting of evaluation categories is not available to Responders prior to the opening of all submitted Responses.

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 Response 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 Response, 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 cost proposal or any pricing quoted by the contractor.

By submitting a Response, each Contractor acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change except as otherwise expressly stated in its Response. If a Contractor takes exception to a provision, it must state the reason for the exception and set forth in its Response 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 Response. 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 renewals 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 Equipment Delivery Schedule

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

6.5 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.

6.6 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.

6.7 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 Response.

6.8 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.

6.9 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:

6.9.1 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:

6.9.1.1 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;

6.9.1.2 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;

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

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

6.9.2 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.

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

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

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

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

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

6.9.2.6 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.

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

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

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

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

6.9.2.11 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.

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

6.9.2.13 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.

6.9.2.14 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.

6.9.2.15 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.

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

6.9.3 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:

6.9.3.1 Immediately terminate the contract without additional written notice.

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

6.9.4 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.

6.9.5 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:

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

6.9.5.2 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.

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

6.9.5.4 The Iowa DOT's duties are substantially modified.

6.9.6 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:

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

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

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

6.9.6.4 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.

6.9.7 Responder Termination Duties

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

6.9.7.1 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.

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

6.9.7.3 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.

6.9.7.4 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.

6.9.7.5 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.

6.9.7.6 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.

6.9.8 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.

6.10 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
• 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

6.11 Performance Bond

Not required for this RFP.

6.12 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.

6.13 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.

6.14 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.

6.15 Payment

Payments will be made for all successfully received and deployed services throughout the contract based on deliverables successfully received. 5% will be retained from each invoice until final acceptance.

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

6.16 Travel Expenses

No travel expenses will be allowed. Travel shall be included in the bid options submitted.

6.17 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.

6.18 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.

6.19 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.

6.20 Confidential Information

6.20.1 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.

6.20.2 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.

6.20.3 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.

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

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

6.21 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 Response 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 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 2.13.14)

Note: Effective Date follows signature of last page

Ms. Renee R. Shirley, Director of Purchasing
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 Response submitted on behalf of authorized Responder/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 the Response as the representative for the Responder/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 Response to the RFP, I certify on behalf of the Contractor the following:

1. The Response 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 Response 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 Response 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 Response 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 Response 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 RFP 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 Response to the 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 Response or resulting contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Iowa Department of Transportation or its representative filing for damages for breach of contract in addition to other remedies available to Iowa Department of Transportation.

Sincerely,

[Signature of authorized representative]

[Print Name and Title]

[Printed Name of Contractor Organization]

[Date]

Request for Proposal Number: _____

Attachment 2 – Authorization to Release Information Letter

Alterations to this document are prohibited (see Section 2.13.14)

Note: Effective Date follows signature of last page

Ms. Renee R. Shirley, Director of Purchasing
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 Responder/Contractor and hereby authorize the Iowa Department of Transportation or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to Request for Proposal Number (RFP) designated on the cover page and specified following the signature line of this document.

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

The Contractor authorizes representatives of the Iowa DOT or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Contractor's 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 Response. 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 RESPONDER'S RESPONSE
Cover	Response Sheet	
4.3	Schedule of Prices	<i>In separate sealed envelope.</i>
2.3/2.6	Responder signed Addenda <i>if issued</i> . 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)	
4.2.14	Work Plan	

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



Title Computer Workstations		Policy No. 030.02
Responsible Office Information Technology Division		Related Policies and Procedures 010.01, 010.02, 010.11, 030.09, 030.11
Effective/Revision Dates 10-01-02	Approval(s) Steven Gast	

Authority: Director of the Information Technology Division.

Contents: This policy describes the procedures for requesting the purchase, support and disposal of workstations and the appropriate use of the workstation.

Affected Offices: All

Who to Contact for Policy Questions: Information Technology Division, 515-239-1284.

Definitions:

Data – Refers to documents, spreadsheets, databases, Power Point presentations, etc.

Freeware – Programs that are available for free. This includes, but is not limited to, screen savers not installed with the operating system and automated wallpaper.

Information Resources – Equipment, associated software, programs, languages, procedures and associated documentation used in operating the equipment that is designed for utilizing information stored in an electronic format. This includes, but is not limited to, computer systems, computer networks, data and equipment used for input, output, processing, storage, display, scanning and printing.

IP Plan – Information Processing Plan.

IT – Information Technology.

Peer Support – Divisional staff, under the direct supervision of that division’s management, who are trained and assigned the responsibility to provide workstation or programming activities that conform to standards or rules jointly adopted by the division and the IT Division.

Peripherals – Refers to printers, monitors, scanners, external modems, disk drives, or other devices attached to the workstation.

Shareware – Programs that are available for a small donation to the developer.

Software – A set of instructions that are understandable by a computer and are used to perform specified tasks.

Support Team – IT Division staff, under direct supervision of an IT Division manager, who have been assigned the responsibility to provide workstation or programming activities in support of the mission of another division as specified by the director of that division.

Workstation – Computer equipment, whether it is a desktop or a portable, that is used for the purpose of processing data or interfacing with other computers via networking.

Forms: None.

Policy and Procedure:

I. Usage of Workstation

A. Access to computer systems and networks owned or operated by the Department, or the Department's service providers, imposes certain responsibilities and obligations and is granted subject to the Department's policies and local, state and federal laws. Acceptable use must always be ethical, reflect personal honesty, and show restraint in the consumption of shared resources. Acceptable use demonstrates respect for intellectual property, ownership of data, system security mechanisms, and freedom from intimidation, harassment, and unwarranted annoyance. General guidelines for acceptable use of resources include the following:

1. Employees must:

- a. Use information resources only for authorized purposes and in accordance with the Department's Policies and Procedures.
- b. Protect their userids and accounts from unauthorized use.
- c. Access only files and data that they are authorized to access or are publicly available.
- d. Use only legal versions of copyrighted software in compliance with vendor license requirements.
- e. Be considerate in the use of shared information resources. Refrain from monopolizing systems, overloading networks with excessive data, or wasting computer time, connect time, disk space, printer paper or other resources.
- f. Allow IT Division support teams access to workstations for installing software, monitoring for inappropriate activity, diagnosing problems and retrieving inventory information.

2. Employees must NOT:

- a. Use another person's workstation, files or data without permission.
- b. Use another person's individual userid and password without obtaining prior authorization.
- c. Use computer programs to decode passwords or modify control information.
- d. Attempt to circumvent or subvert security measures.

- e. Engage in any activity that might be harmful to systems or to any information stored on them such as creating or propagating viruses, disrupting services, or damaging files.
 - f. Use the Department's information resources for commercial or political purposes, such as using e-mail to circulate advertising for products or for political candidates.
 - g. Make, use or store illegal copies of copyrighted software.
 - h. Use the Department's information resources for games, or non-business chatter in the form of jokes, chain letters, or the routing of large non-business attachments, such as video and audio files.
 - i. Use e-mail or messaging services to harass, intimidate or otherwise annoy another person, such as broadcasting unsolicited messages or sending unwanted e-mail. However, this does not include unsolicited business-related messages or e-mail, such as retirement or catastrophe leave announcements.
 - j. Waste computing or network resources. Examples include intentionally placing a program in an endless loop, by allowing real-time update of data via constant connection to an external site, or by allowing downloading of media for non-business usage.
 - k. Create security breach or system vulnerability by acting as an unauthorized server for external access. Examples include the use of Napster, the access of the workstation by a dial-in modem, or the use of PC Anywhere.
 - l. Use the Department's systems or networks for personal gain. Examples include selling access to the employee's userid or to the Department's systems or networks.
 - m. Engage in any other activity that does not comply with the general guidelines presented above.
- B. Employees in work status shall only use their workstations for Departmental business.
- C. The workstation may be used for personal use provided:
- 1. The use is incidental and there is no additional, easily quantifiable cost to the Department.
 - 2. The use is limited to non-worktime, including meal periods, rest periods and before and after work.
 - 3. The use is consistent with all other requirements of this policy.
 - 4. Employee has proper identification and authority to be at the workstation before or after the work shift.
- D. Employees are responsible for the safety of their workstations and data.

- E. Portable computer equipment (laptops, hand helds, etc.) is more susceptible to damage and theft. Portables shall not be checked as baggage when flying on commercial airliners or be left in an unsecured location.
- F. To facilitate workstation management by the support teams, employees should leave their workstations powered on unless they are not connected to the network or unless otherwise instructed by the support team. At the end of the work shift, the user shall log off the workstation and turn off all peripherals. Workstations should be powered off and back on at least once each week.
- G. Refer to Policy No. 030.09, "*Internet and Intranet Services.*"
- H. Refer to Policy Nos. 010.11, "*Department Property—Security, Inventory and Reporting of Loss or Damage*" and 030.11, "*Information Resources Security.*"
- I. The Department reserves the right to monitor, copy and examine any files, network traffic, information resource usage or information resident on the Department's systems. If the Department believes illegal or improper behavior is taking place, or if a user's actions are affecting the integrity or the reliability of the Department's services, the Department reserves the right to suspend services and/or access privileges until the user has been notified and the Department has conducted an investigation.

II. Use of Software

- A. The Department secures licenses for the use of workstation software from a variety of vendors. The Department may not, unless authorized by the software vendor, reproduce or copy any licensed software or documentation either electronically or manually.
- B. Software use must be in compliance with the license agreement.
- C. When the IT Division replaces software with an updated version, the employee or using office must give the old software to the IT Division for disposal. The employee or using office shall be responsible for destroying the manual and documentation for the old software when it is no longer needed.
- D. The division directors or designees shall approve all software used on workstations within their division. The IT Division shall coordinate with the division directors or designees to establish a Department-wide standard for installing each authorized software package. Installation standards shall be followed whether the software is installed by peer support staff or by support team staff. The IT Division shall remove any unauthorized software or request the employee to remove unauthorized software found on a Department workstation.
- E. The support team or peer support team shall install all software, including shareware and freeware.
- F. The following actions are prohibited:
 - 1. Any duplication of licensed software, except as permitted by the license agreement, is a violation of the federal Copyright Act.

2. Under the federal Copyright Act, anyone involved in the misuse of copyrighted material, such as the illegal reproduction of software or documentation, may be subject to civil damages and criminal penalties including fines and imprisonment.
 3. Employees shall not copy, alter or remove licensed software without the permission of the IT Division.
 4. Except when specifically authorized by the Department, employees shall not install software licensed by the Department on the employee's personal home computer or any other computer.
- G. Pursuant to Iowa Code subsection 721.2(5), it is a serious misdemeanor to use state property for private purposes or personal gain. Software developed by Department employees is the property of the Department. Employees shall not provide Department-owned software or copies to persons outside the Department without specific authorization from the IT Division.

III. Data Availability

- A. It is the responsibility of the employee to store critical Departmental data on appropriate networked storage devices. The IT Division is responsible for providing backup copies of data on network storage devices.
- B. If non-critical data is stored on a workstation, it is the employee's responsibility to create a backup copy of the non-critical data. The time frame for backing up the non-critical data shall be decided by the division based on the importance of the data and the time frame needed to recreate it should it become lost.
- C. It is the employee's responsibility to copy non-critical data from the workstation to another media when the support team is going to replace or move the workstation. The employee shall copy the non-critical data from the media back onto the workstation after workstation installation.

IV. Workstation Purchases

See Policy No. 010.01, "*Equipment Procurement.*"

V. Installation, Support, and Disposal of Workstations

- A. The IT Division shall install and support workstations and peripherals identified in the IP Plan.
- B. The IT Division shall approve all peripheral equipment. The support team or designee shall install all peripheral equipment.
- C. Unless otherwise authorized by the IT Division, only departmental equipment shall be attached to the Department's local area network.
- D. Workstations that are replaced shall be turned into the support team for reassignment or disposal. The workstation shall be prepared for disposal in accordance with Policy No. 010.02, "*Equipment Transactions.*" A used workstation may be reinstalled in a second

location if it is deemed usable by the receiving cost center. It shall be the responsibility of the IT Division to reinstall the workstation.

VI. Broken/Malfunctioning Equipment

- A. The employee shall report equipment problems to the help desk, support team, or designated peer support. All equipment problems shall be recorded.
- B. In the event of equipment failure, the support team shall verify the condition of the equipment and the IT Division shall recommend, based on cost and age, whether to have it repaired or replaced.
 - 1. If the equipment is repaired based on the IT Division recommendation, the IT Division shall contact the vendor and pay for the repairs. A division that decides to repair equipment without the IT Division's recommendation shall coordinate the repair and pay for the repair from divisional funds.
 - 2. If it is mutually agreed the equipment should be replaced, the replacement equipment shall be submitted as an IP plan amendment and purchased in accordance with Policy No. 010.01, "*Equipment Procurement.*"

VII. Stolen Equipment

See Policy No. 010.11, "*Department Property—Security, Inventory and Reporting of Loss or Damage.*"

Any exceptions to this policy must be approved by the Director of the IT Division.



Iowa Department of Transportation Policies and Procedures Manual

Title Internet Services		Policy No. 030.09
Responsible Office Information Technology Division		Related Policies and Procedures 030.02, 230.09
Effective/Revision Dates 5-21-1996/11-14-2013	Approval(s) <i>Barbara Espeland</i>	

Authority: Director of the Information Technology Division.

Contents: This policy establishes appropriate and inappropriate use of the DOT's Internet resources, including file uploads and downloads.

Affected Offices: All

Who to Contact for Policy Questions: Director of the Information Technology Division, telephone 515-239-1284.

Definitions: None

Forms: None

Policy and Procedure:

I. Internet Access

- A. By default, the Information Technology Division shall ensure employees are provided with access to the Internet. Except as provided in this policy, employee access will be blocked by the Information Technology Division for specific categories of sites, which are deemed inappropriate for a work environment.
- B. Supervisors shall determine whether their employees will be blocked from Internet access or whether access to sites, which are otherwise restricted, should be requested from the Information Technology Division for individual employees. A supervisor must complete a System Access request to block an employee's Internet access or to request access to restricted sites.

II. Use of the Internet

- A. The Internet is provided for business use for employees to accomplish their assigned job duties and responsibilities.
- B. Personal, or non-DOT business, access to the Internet through DOT infrastructure is limited as follows:
 - 1. to the employee's lunch break or immediately before or after work when the employee is in a non-work status; **and**

2. when the employee is authorized by the employee's supervisor to be at the work site.

Such personal access shall be consistent with all other requirements of this policy and other DOT policies. An exception for allowing personal access to the Internet is during emergency situations (e.g., to determine if there is a school or business closure for severe weather or other emergency).

- C. Employees are prohibited from initiating personal, non-business access to the Internet using departmental information resources from remote locations. Employees shall not connect to or dial into departmental resources from home or other non-departmental locations for the purpose of personal, non-business access to the Internet.

- D. The Internet shall never be used:

1. For any unlawful purpose.
2. To engage in or maintain a personal business or engage in personal business activities which includes but is not limited to the offering of services or merchandise for sale.
3. Unless the use is assigned for a valid business reason, to send, request, search, display, view, print, download or otherwise disseminate material involving or relating to:
 - obscenity, pornography, profanity, libel, slander, fraud, defamation, forgery, plagiarism, harassment, discrimination, intimidation, impersonation; or
 - language which is malicious, false, inaccurate, sexually oriented, racially offensive, illegal, threatening, abusive, embarrassing; or involves solicitation for illegal pyramid schemes and computer tampering (e.g., spreading of computer viruses).
4. To stream audio or video that is not work related.
5. To remote to any non-DOT unauthorized computers.
6. To engage in partisan political activities of any nature.
7. To intentionally seek information on, obtain copies of, reveal, publicize, or modify files or other data that are private, confidential, proprietary, or not open to public inspection or release unless specifically authorized to do so.
8. To gamble, wager, bet or sell chances.
9. To intentionally seek information on, obtain copies of, or modify files or data belonging to others without the authorization of the file owner.
10. To intentionally develop programs designed to harass other users or infiltrate a computer or damage or alter its software components.
11. To upload or download commercial software or other materials unless specifically authorized to do so. In no case shall authorization be given to violate licenses,

copyrights, or other state or federal laws regarding intellectual property or computer activities.

12. To access or distribute computer games.

- E. If an employee clicks on, reaches or ends up at an inappropriate site or receives or downloads materials, including but not limited to those specified in II.D.3. of this policy, the employee shall immediately report the incident to the employee's supervisor. The supervisor shall contact the DOT Service Desk.

III. Internet Support

The Information Technology Division shall:

- A. Determine the hardware and software needed for Internet access and the transfer of information.
- B. Write necessary instructions for Internet access and data transfer or storage.
- C. Establish procedures to secure Internet services from tampering and/or unlawful access.
- D. Audit invoices received and ensure payment is made for all charges for data networks.

IV. Misuse, Monitoring and Filtering

- A. Internet activity occurring on DOT computers or accounts is monitored. DOT utilizes filtering software to limit access to sites on the Internet. If activities are discovered which do not comply with applicable law or policy, records retrieved may be used to document the wrongful content.
- B. Violators of this policy may be subject to disciplinary action up to and including discharge and to such criminal charges as may be appropriate. Allegations of misconduct will be investigated according to Policy No. 230.09, *Investigations*.

Any exceptions to this policy must be approved by the Director of the Information Technology Division.



Title Information Resources Security		Policy No. 030.11
Responsible Office Information Technology Division		Related Policies and Procedures 010.11, 030.05
Effective/Revision Dates 10-01-02	Approval(s) Steven Gast	

Authority: Director of the Information Technology Division.

Contents: This policy establishes security procedures to protect the Department's information resources from unauthorized access and modification or destruction.

Affected Offices: All.

Who to Contact for Policy Questions: Information Technology Division, 515-239-1284.

Definitions:

Custodian – The head of the organizational unit that is responsible for a particular record, system or process. The responsibilities of the custodian are also extended to the custodian's designee. See Policy No. 030.05, *Records*.

Information Resources – Equipment, associated software, programs, languages, procedures and associated documentation used in operating the equipment that is designed for utilizing information stored in an electronic format. This includes, but is not limited to, computer systems, computer networks, data and equipment used for input, output, processing, storage, display, scanning and printing.

IT – Information Technology.

Password – An electronic series of keystrokes assigned to a userid to allow access to information resources. The password is used by the computer software to authenticate the identity of an individual.

Peer Support – Divisional staff, under the direct supervision of that division's management, who are trained and assigned the responsibility to provide workstation or programming activities that conform to standards or rules jointly adopted by the division and the IT Division.

Support Team – IT Division staff, under direct supervision of an IT Division manager, who have been assigned the responsibility to provide workstation or programming activities in support of the mission of another division as specified by the Director of that division.

System Administrator – Individuals responsible for configuring, administering and maintaining computers, networks and software systems.

User – The person or organizational unit that uses the Department's information resources.

userid – A unique identifier that is given to each user of information resources.

Workstation - Computer equipment, whether it is a desktop or a portable, that is used for the purpose of processing data or interfacing with other computers via networking.

Forms: None.

Policy and Procedure:

I. General

- A. The Department depends on its computers, data and information processing capabilities to fulfill its mission.
- B. Advances in technology, increased use of computers and greater computer literacy have created a need for stringent security to protect the information resources of the Department.
- C. In carrying out its business, the Department:
 - 1. Shall develop business rules and practices that:
 - a. Maximize data reliability.
 - b. Provide appropriate data and system access restrictions.
 - c. Audit application performance for correct and timely performance of critical functions.
 - d. Protect data confidentiality.
 - 2. Shall utilize divisional support teams to appropriately apply the business rules and practices to information resources.

II. Access Requirements

- A. Any person who needs access to the Department's information resources shall obtain a userid through the System Access application. If the individual already has a userid, additional access authority may be obtained through the System Access application. The IT Division shall assist in providing access to data or systems not covered by the System Access process upon request of the custodian.
- B. The user is responsible for any and all activity of that individual userid.
- C. The user shall not use another's individual userid and password without obtaining prior authorization.
- D. The IT Division, in consultation with the user's supervisor, shall revoke a userid if it is misused or abandoned.

III. User Identification

- A. The IT Division shall assign one unique, individual userid to each user. Coworkers shall not share an individual userid.
- B. Common userids may be issued at the discretion of the IT Division. A common userid shall be granted restricted access as approved by the custodian.
- C. The user's office director or designee shall initiate a Report of Personnel Action (P-1) when a user either terminates or changes job responsibilities. Once the employee record has been marked with such a change, the IT Division will either terminate the userid or make the appropriate changes. Unless a prior request is made to the division's support team, a terminated user's personal storage will be deleted at the time the P-1 is processed or the day after termination, whichever is later.

IV. Password

- A. The password shall contain a minimum of 8 alphanumeric characters.
- B. The user must change the password at least every 60 days. The first time a user logs onto a system, the user will be given a default or initial password. The user must change this password immediately to protect the confidentiality of the userid.
- C. The password shall be kept confidential and be secured from discovery.

V. Information Security

- A. Authority to read, write, modify, add or delete information must be established by the custodian. A user may be granted a specific combination of authorities. For example, a user may be allowed "read only" access or "read and write" access. Authority to access data is determined and granted by the custodian and shall be reviewed on a regular schedule.
- B. The custodian shall report any unusual access to information resources. The IT Division shall assist the custodian in investigating such reports.
- C. The IT Division shall notify the custodian if unusual activity has occurred, such as a string of unsuccessful logon attempts or unusual information resource usage.
- D. The custodian is responsible for the protection of the data. The support team assigned to the custodian shall provide technical guidance, as requested, to assist in protecting the data.
- E. To ensure the accuracy of data and reduce storage costs, the custodian shall review the files and databases on a regular schedule and delete unnecessary or outdated data.
- F. Working copies and data backups should receive the same security authorities as the original data where possible. When backing up to external media where the same security authorities cannot be maintained, it is the custodian's responsibility to protect the data by physically securing the external media.

VI. Physical Security

- A. Each user shall protect access to information resources available from the workstation.
 - 1. If only one person uses the workstation, the workstation must be locked (either manually or through a password enabled screen saver) when the user leaves the workstation unattended. At the end of the work shift, the user must log off of all systems.
 - 2. If the workstation is shared, the user shall log off when finished using the workstation.
- B. Modems on workstations connected to phone lines require the following:
 - 1. The modem's auto-answer option shall be set to off unless exempted by the IT Division due to the requirements of an application and provided security is maintained.
 - 2. The appropriate IT Division support team shall perform the installation and configuration of the modem.

VII. System Administrators Access to Workstations or Data Systems

- A. System administrators possess special privileges that allow them to circumvent established security controls preventing unauthorized users from performing tasks or accessing sensitive data. System administrators shall not circumvent system controls without approval of the custodian (for those systems with a designated custodian) or without approval of the Director of the IT Division (for those systems without a designated custodian).
- B. System administrators may access a workstation for the purpose of problem diagnosis, retrieval of inventory information, routine maintenance, or rectifying emergencies that threaten the integrity of DOT computers or communication systems. When such access is required, the system administrator shall ensure the accessed files are limited solely to those required for maintaining or safeguarding the system or solving specific problems. The system administrator shall attempt to conduct the access in a non-invasive manner that does not excessively tie up a person's workstation or reduce a person's productivity.
- C. System administrators shall obtain supervisory approval prior to monitoring a specific workstation for inappropriate activity.
- D. System administrators shall not use their access to take actions in a system, other than for demonstration, training or testing purposes that are not a part of their regular job duties. For example, system administrators may not apply supervisory authority to transactions for cost centers they don't supervise.
- E. System administrators who have access to systems that contain confidential information shall protect the confidentiality of that information.

Any exceptions to this policy must be approved by the Director of the IT Division.



Iowa Department of Transportation Policies and Procedures Manual

Title Laptop Encryption		Policy No. 030.12
Responsible Office Information Technology Division		Related Policies and Procedures 010.11, 030.02, 030.05, 030.06, 030.11, 030.13
Effective/Revision Dates 3-28-2008/8-23-2010	Approval(s) Steven Gast	

Authority: Director of the Information Technology Division.

Contents: This policy establishes laptop encryption requirements.

Affected Offices: All

Who to Contact for Policy Questions: Information Technology Division, 515-239-1284.

Definitions:

CISO – Chief Information Security Officer (for the State of Iowa).

Confidential – For the purposes of this policy, see definition in Policy No. 030.06, *Records Management*.

Encryption – The process of making information indecipherable to protect it from unauthorized viewing or use, especially during transmission or storage.

Laptop – A computer that is designed to be mobile and have the ability to operate for extended periods of time with a self-contained power source. For the purpose of this policy, a laptop includes a device classified as a tablet computer.

Personal identification number (PIN) – A secret, numeric password shared between a user and a system that is used to authenticate the user to the system.

Personally identifiable information – For the purposes of this policy, see definition in Policy No. 030.06, *Records Management*.

Token – A small, portable hardware device assigned to a user that holds an authentication code.

Two-factor authentication – A security process in which the user provides two means of identification, one is a token and the other is a memorized PIN. In this context, the two factors include "something you have and something you know."

Forms:

171025 – *Encryption Variance Request*

171032 – *Checklist for Lost or Stolen Laptop or Mobile Device*

Policy and Procedure:

I. Policy

It is the policy of the Department to protect confidential and personally identifiable information on and available from Department laptops in accordance with the Department of Administrative Services' State of Iowa Enterprise Laptop Data Protection Standard. Laptops are at significant risk for loss or theft. To prevent disclosure of confidential and personally identifiable information, the Department shall maintain an inventory of all laptop computers and their assigned users and will ensure that all laptops, which can access confidential or personally identifiable information through the DOT internal network, are encrypted. The Information Technology Division shall provide tokens and PINs to users to enable two-factor authentication, unless a variance has been granted (see Section III.).

II. Requirements

- A. To achieve the purpose of this policy, the Department shall encrypt laptops by using encryption software which meets the following criteria:
 - 1. The software must authenticate the user before system boots.
 - 2. The software must encrypt the entire hard drive.
 - 3. The software must meet or exceed the 256-bit Advanced Encryption Standard.
 - 4. The software must support an audit trail showing that a device was encrypted and the type of encryption software used.
 - 5. The software shall allow the encryption process and procedures to be centrally managed.
 - 6. The software must require users to re-authenticate themselves when bringing the laptop back from standby or hibernation mode.
- B. The Information Technology Division shall make available to each laptop user instructions for the use of a laptop containing encryption software.
- C. A laptop shall be kept in a secure location and shall not be checked as baggage on commercial airliners. (See Policy No. 010.11, *Equipment—Security, Inventory and Reporting of Loss or Damage* and Policy No. 030.02, *Computer Workstations*.)
- D. The PIN shall be kept private and shall not be stored with the laptop or the token. (See Policy No. 030.11, *Information Resources Security*.)
- E. The token shall not be stored or transported with the laptop or the PIN.
- F. Divisions shall pay for the tokens and software needed to encrypt the laptops assigned to their division.

- G. An employee who discovers that a laptop is lost or stolen shall immediately (including nights, weekends and holidays) notify the Information Technology Division's Service Desk at 515-239-1075. The employee and supervisor shall use Form 171032, *Checklist for Lost or Stolen Laptop or Mobile Device*, to report the incident. (See Policy No. 010.11.)
- H. The Information Technology Division shall report any loss or theft of a laptop to the CISO within 24 hours.
- I. Violators of this policy may be subject to disciplinary action.

III. Variances

- A. The user of a laptop which does not store confidential or personally identifiable information or have access to systems with confidential or personally identifiable information may request a variance from this policy by completing Form No. 171025, *Encryption Variance Request*.
- B. Variance requests must be approved by the appropriate supervisor before submittal to the Director of the Information Technology Division and shall include details sufficient to show how the use of the laptop qualifies it for a variance.
- C. If the Director of the Information Technology Division approves the variance, then the director shall send Form 171025 to the CISO for action.
- D. The Information Technology Division shall retain a copy of the signed variance form in the Electronic Records Management System until the laptop is encrypted or is no longer in service. A copy of the signed variance form will be provided to the laptop user.
- E. A variance shall not be effective until approved by the Director of the Information Technology Division and the CISO.

Any exceptions to this policy must be approved by the Director of the Information Technology Division.



Iowa Department of Transportation Policies and Procedures Manual

Title External Sales of Inventory Items		Policy No. 010.13
Responsible Office Office of Procurement and Distribution		Related Policies and Procedures 240.07
Effective/Revision Dates 1-21-85/9-24-09	Approval(s) <i>Lee A. Wilkinson</i>	

Authority: Director of the Operations and Finance Division in compliance with administrative rules 761 IAC Chapter 25.

Contents: This policy establishes guidelines and procedures for 1) the sale of materials and supplies that are stocked in inventory to the public and governmental agencies; and 2) the sale of motor fuel and oil to governmental agencies and regional transit systems.

Affected Offices: Districts; Office of Finance and Office of Procurement and Distribution

Who to Contact for Policy Questions: Office of Procurement and Distribution, Customer Services Section; Telephone 515-239-1047.

Definitions:

Cash – Currency, coins, checks or money orders.

Distribution Center – The central warehouse in Ames.

Governmental agency – For the purposes of this policy, means any State of Iowa department, division, board, commission, institution, or authority; any United States department, division, board, commission, institution or authority; or a city, county, township, public school district, or other tax-supported district or subdivision of the State of Iowa.

Materials and supplies – All items, parts or commodities which are consumed in the performance of work or are periodically replaced to assure optimum performance of equipment; maintenance materials which are incorporated into a roadway or permanently installed or attached to state property; office supplies; and required clothing and safety accessories. This definition does not include equipment or materials for a highway construction or maintenance project under contract.

On-line inventory system – A computerized inventory management system that maintains control of the DOT's materials and supplies inventory. Any DOT location with access to the DOT's mainframe computer can be given approval to access the system.

Forms: All necessary forms are on-line. Paper copies of the following are available for recording data, but the data must be entered on-line.

- 133004 - *Gas & Oil Issue*
- 133005 - *Stock Issue*

Policy and Procedure:

I. General

- A. Restrictions. External sales are restricted. A few specific items may be sold to the general public (see Section II. below), but most sales are restricted to governmental agencies.
- B. Catalog. A Stock Catalog listing all items which are stocked at the Distribution Center or DOT maintenance garages is available on the on-line inventory system, through the Internet at <https://secure.iowadot.gov/centralinventory>, or in hard copy.
- C. Stock Issue Types. An external sale shall be entered in the on-line inventory system using the appropriate stock issue document type:
 - 1. *Outside Charge Sale*. A customer number from the accounts receivable system is required.
 - 2. *Gas, Diesel and Oil Issue*. Used for a gas and oil issue to a governmental agency or regional transit system with an assigned prefix number.
 - 3. *Outside Cash Sale*. Used for the general public.
- D. Prices. Prices of inventory items may vary throughout the year. A customer will be charged the current price at the time of the order.
- E. Delivery Options. The following delivery options are used when ordering items through the on-line inventory system or Internet:
 - 1. *Delivered*. The Distribution Center Freight Service delivers inventory items to the closest DOT maintenance garage.
 - 2. *Pick Up*. The customer picks up inventory items in Ames at the Distribution Center.
- F. Surplus. Surplus items are sold pursuant to Policy No. 010.15, *Disposal of Materials and Supplies*.
- G. Payment. Payment may be made through the mail or in person.
 - 1. Checks and money orders shall be payable to the Iowa Department of Transportation.
 - 2. The general public may use currency when paying in person.

II. Sales to General Public

- A. Policy. Only the Distribution Center is authorized to sell inventory items to the general public, such as individuals, businesses, employees and contractors. All sales to the public shall be cash sales, except sales of laboratory sieves to contractors who have a customer number set up in the Office of Finance.
- B. Items for Sale. The following is a complete list of items that may be sold to the general public:

Clothing: designated items; e.g., DOT caps, stocking caps and tee shirts.

Employee pins: **employees only** (see Policy No. 240.07, *Employee Recognition*).

Maps: state and county; Mississippi River and Tributaries Inland Waterways System.

Publications:

- Construction Manual
- Emergency Response Guidebook
- Highway Work Zone Safety (video kit)
- Manual on Uniform Traffic Control Devices for Streets and Highways
- Materials IMs (Volumes I to IV)
- Pocket Guide to Chemical Hazards
- Professional Flagging (video kit)
- Road Design Details Manual (green book)
- Standard Road Plans Manual (red book)
- Standard Specifications for Highway and Bridge Construction
- Summary of Awarded Contract Prices
- Transportation in Iowa; A Historical Summary

Laboratory sieves: **contractors only**.

Materials sampling: **contractors only**.

- Odd-sized cardboard boxes used to transport hot asphalt mix
- Uncoated paper cups
- Plastic and canvas sample bags
- Plastic bottles and tin containers with lids for sampling bituminous materials

C. Cash Sales.

1. The Distribution Center clerk shall complete an *Outside Cash Sale* stock issue and give a copy of the stock issue to the customer as a receipt.
2. The Distribution Center clerk shall charge both sales tax and local option taxes on all sales picked up in Ames or delivered within the State of Iowa. No tax is charged if possession is taken out-of-state.
3. The Distribution Center clerk shall collect freight charges for new publications delivered through a commercial freight service.
4. Once each week the Distribution Center clerk shall print a report of all cash sales for the time period. The clerk shall take the report and the cash to the Office of Finance. Both the clerk and the cashier shall acknowledge the funds transfer by signing the cash sales register in the Office of Finance.

D. Payment Received with Mail Order. All inventory orders received by mail that contain checks, money orders or similar forms of payment shall be sent directly to the cashier in the Office of Finance.

1. The cashier shall remove and deposit the payment to cost center 762000, issue a receipt, write the receipt number on the order, and forward the order to the Distribution Center.
2. The Distribution Center clerk shall complete an *Outside Cash Sale* stock issue, entering the receipt number and the percent of sales tax charged, and send the item ordered to the requester with a copy of the stock issue as a receipt.

III. Sales to Governmental Agencies

- A. Policy. Any inventory item may be sold to a governmental agency, if the sale will not jeopardize the DOT's needed supply of the item. Sales tax and local option taxes are not collected.
- B. Request. An order for an inventory item may be submitted in person, by phone, fax, or on a paper stock issue form mailed to the Distribution Center or to a DOT maintenance garage. Internet or web-based sales requests should be referred to the Office of Procurement and Distribution, Customer Services Section.
- C. Stock Catalog. The Office of Procurement and Distribution, Customer Services Section shall send a Stock Catalog to governmental agencies biennially or upon request. The on-line Stock Catalog may also be consulted on computers at any DOT office or garage. The Stock Catalog is also available on the Internet at <https://secure.iowadot.gov/centralinventory>. The Internet Stock Catalog has up-to-date details available for customers and consists of current pricing, pictures, stock numbers and quantities. Governmental agencies may sign into the Internet Stock Catalog and order directly from the Web site.
- D. Cash Sales. Cash sales of inventory items are allowed only at the Distribution Center and are handled in accordance with Section II.C.
- E. Payment Received with Mail Order. All inventory orders received by mail that contain checks, money orders or similar forms of payment shall be sent directly to the cashier in the Office of Finance and are handled in accordance with Section II.D.
- F. Charge Account Sales (non-Internet). An order, whether submitted in person or by phone, fax or mail, may be charged if a customer number has been established with the Office of Finance.
 - 1. The Distribution Center clerk shall complete an *Outside Charge Sale* stock issue.
 - a. A customer number from the accounts receivable system is required. If the customer number cannot be found, the clerk shall contact the Office of Finance.
 - b. The full name of the customer ordering and either the customer agency purchase order number or the name of the governmental agency must be entered under "remarks."
 - 2. If the order is picked up in person, the Distribution Center clerk shall obtain a signature from the receiver and give the receiver a copy of the stock issue as a receipt.
 - 3. If the order is to be delivered by the Distribution Center Freight Service, the customer will pick up the order at the designated DOT maintenance garage. The customer will receive a copy of a bill of lading signed by the field clerk. The field clerk will then give all packages and documents to the governmental agency ordering the inventory items.
 - 4. The on-line inventory system automatically generates an invoice and records the invoice number on the stock issue.

5. The Office of Finance shall send a copy of the invoice to the governmental agency for remittance.
- G. **Internet Charge Account Sales.** Governmental agencies may order inventory items through the Internet at: <https://secure.iowadot.gov/centralinventory>. Instructions on how to use the Internet inventory system are available on the Web site.
1. Once the governmental agency has placed the order, the customer may print a copy to retain.
 2. If the order is picked up in person, procedures will be handled in accordance with Section III.F.2.
 3. If the order is to be delivered by the Distribution Center Freight Service, procedures will be handled in accordance with Section III.F.3.
 4. The on-line inventory system automatically generates an invoice and records the invoice number on the stock issue.
 5. The Office of Finance shall send a copy of the invoice to the governmental agency for remittance.

IV. Sales of Motor Fuel and Oil

- A. Governmental agencies and regional transit systems may purchase fuel and motor oil for motor vehicles they own or lease.
- B. Fueling is self-service. Vehicles may be refueled at either the Ames Motor Pool or other DOT field fueling locations.
- C. For charge account sales, if a governmental agency or regional transit system has an assigned prefix number, the sale shall be entered as a *Gas, Diesel and Oil Issue*. The sale may be initially recorded on paper Form 133004, but must be entered on-line bi-weekly.
- D. If the governmental agency or regional transit system does not have an assigned prefix number, the sale shall be entered as an *Outside Charge Sale*. A customer number is required for this transaction.
- E. Invoices are automatically generated for outside charge sales. Governmental agencies and regional transit systems with assigned prefixes are billed monthly by the Office of Finance.

Any exceptions to this policy must be approved by the Director of the Operations and Finance Division.

Responder _____

SEALED SOLICITATION

PROPOSAL NO: _____

DESCRIPTION: _____

RESPONSE DUE DATE: _____

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