



Iowa Department of Transportation

Request for Proposal

For

Programming Enhancement Services to the Iowa DOT Vehicle Registration and Title System

Issued by:

IOWA DEPARTMENT OF TRANSPORTATION
Procurement and Distribution
Purchasing Section
Proposal No. LT00392

Letting Date:
November 29, 2006

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

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

Procurement Questions:

Ms. Renee R. Shirley, Senior Purchasing Officer
800 Lincoln Way
Ames, Iowa 50010
Phone: 515-239-1578
Fax: 515-239-1538
E-mail: renee.shirley@dot.iowa.gov

Technical Questions:

Ms. Deb Shafer, Information Technology Administrator
800 Lincoln Way
Ames, Iowa 50010
Phone: 515-239-1860
Fax: 515-239-1854
E-mail: deb.shafer@dot.iowa.gov



Iowa Department of Transportation

Office of Procurement and Distribution
800 Lincoln Way
Ames, IA 50010

Purchasing Proposal

Proposal Number: LT00392		Commodity Description: Programming Enhancement Services to the Iowa DOT Vehicle Registration and Title System		Proposal Letting Date: November 29, 2006		Time of Bid Opening: 1:00 P.M.	
Contract to Begin: January 5, 2007		Date of Completion: June 30, 2007		Proposal Guaranty Amount: none		Liquidated Damages: As specified in proposal.	
Purchasing Agent to contact for additional info.: Renee R. Shirley		e-mail: renee.shirley@dot.state.ia.us		Phone: 515-239-1578		Fax: 515-239-1538	
Company Name:						Federal Tax ID:	
Street Address:				City:		State:	
						Zip Code:	
Individual preparing bid (type or print);		e-mail:		Phone:		Fax:	
Will you sell these items/services to political subdivisions within the State of Iowa under the same prices, terms and conditions as specified? ☐ Yes ☐ No				Are you an Iowa Targeted Small Business? ☐ Yes ☐ No			

GENERAL INFORMATION

The bid package labeled "Vendor Copy" is retained by the bidder and includes a copy of the proposal, schedule of prices, Terms and Conditions, specifications, and other information you may need to prepare your bid. The copy labeled "Dot Copy" must be typed or completed in ink, signed, and returned prior to the bid opening date and time. Proposals must be submitted on the form supplied by the department.

Bids must be typed or completed in ink on the forms supplied by the department. You must sign your bid and seal it in the envelope provided. Bids must be received prior to the bid opening date and time. The bidder may personally deliver, mail, or select a carrier that ensures timely delivery. **Faxed bids will not be accepted.**

If required, each bid must be accompanied by a proposal guaranty in an accepted form, in the sum indicated above. Refer to the Standard Terms and Conditions for the accepted forms in which the proposal guaranty requirement may be fulfilled. Bids lacking a required proposal guaranty will not be considered for award. If the contractor fails to enter into a formal contract within fifteen (15) days after award is made, the proposal guaranty may be retained by the State.

PROPOSAL STATEMENT

The entire contents of this Proposal, Addendums to the Proposal, Specifications, Supplemental Terms and Conditions, Standard Terms and Conditions, and Schedule of Prices shall become part of the contract.

We promise to enter into a contract within fifteen (15) days after award or forfeit the proposal guaranty furnished herewith.

We promise to furnish all materials, equipment and/or services specified, in the manner and the time prescribed, at prices hereinafter set out.

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

We certify that all materials, equipment and/or services proposed meet or exceed the specifications and will be supplied in accordance with the entire contents of this proposal.

We promise to complete the contract within the contract period, or pay any liquidated damages, if stipulated, for each calendar day as set forth in the bid documents.

Signed _____ Date _____

Iowa Department of Transportation
Schedule of Prices
Proposal No.: LT00392
Letting Date: November 29, 2006

Programming Enhancement Services to the Iowa DOT Vehicle
Registration and Title System

Item	Description	Quantity	Role	Rate Effort	Hourly Rate
1.	Estimated 2,000 project hours January 5, 2007 – June 30, 2007 Maximum expenditure =\$250,000	Per Skill Set	Project Manager Developer Tester	15% 75% 10%	\$_____ \$_____ \$_____
Item	Description	Quantity	Cost		
4.	Awarded Vendor Travel Expense to Iowa (average of 4 day / 3 night per trip/per person) Section 3.5.2.1	Maximum 6 Trips	\$_____ per trip		

I hereby certify that this proposal meets or exceeds the minimum requirements including specifications and addendums.

Authorized
Signature_____

Contact Person:

(Print Name)

Company_____

Federal Tax I.D. No._____

Address_____
(City) (State) (Zip Code)

Fax No._____

Phone Number_____

E-Mail _____

I acknowledge receipt of addendum nos._____

Iowa Department of Transportation

PURCHASING PROPOSAL

Standard Terms and Conditions

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

- Addendums
- Purchasing Proposal/Schedule of Prices
- Specifications, Plans and Drawings
- Supplemental Terms and Conditions
- Standard Terms and Conditions

For example, if there is a statement in the specifications that contradicts a statement in the Standard Terms and Conditions, the statement in the specifications shall apply.

Preparation of Proposal: All proposals must be completed in every respect and must clearly answer all questions contained in the proposal. Bids must be typed or completed in ink on the forms supplied by the department.

You must sign your bid and seal it in the envelope.

Bids must be received prior to the bid opening date and time. The bidder may personally deliver, mail, or select a carrier that ensures timely delivery. Bid proposal that are downloaded from the Iowa Department of Transportation Website: <http://www.dot.state.ia.us/procdist/lettingschedule.htm> must be submitted in a sealed envelope no later than 1:00 p.m. CST on the date of the scheduled letting. The sealed envelope must be submitted with the mailing label provided in the download and attached to the front of the envelope. ***Faxed bids will not be accepted.***

Proposal Guaranty: If required, a proposal guaranty, in the sum listed on the proposal form, can be supplied in one of the following ways: (1) A certified check or credit union certified share draft, cashier's check, or bank draft, drawn on a solvent bank or credit union, may be certified furnished with your bid. 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 his authorized agent. (2) An insurance or surety company may be retained to provide a bond in fulfillment of the proposal guaranty requirement. A properly completed and signed copy of the Proposal Guaranty (Form 131071) must accompany the bid. The Iowa DOT's Proposal Guaranty form must be used, no other forms or formats will be accepted.

Bid Opening: Bid Openings are public and conducted at the Ames complex unless otherwise specified. Proposals received after the time of the bid opening will be returned unopened.

Communications: Questions concerning this proposal should be directed to the Purchasing Agent listed on the Purchasing Proposal. Inquiries can be written, phoned, or faxed. In all cases, written communication will take precedence over verbal communication.

Faxed bids will not be accepted.

Acceptance/Rejection: The State of Iowa reserves the right to accept or reject any or all bids and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any vendor, in the judgment of the Iowa DOT. The Iowa DOT also reserves the right to accept that bid which is deemed to be in the best interests of the state. Any unauthorized changes, additions, or conditional bids including any ties to another bid or proposal or any reservations about accepting an award or entering into a contract, may result in rejection of the bid. Bids must remain available for award for thirty (30) days from date of bid opening.

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

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", Iowa Administrative Code.

Bid Results & Disclosure: A bid tabulation will be sent to all responsive bidders with an award recommendation indicated. At the conclusion of the selection process, the contents of all proposals will be placed in the public domain and be open to secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal.

Contracts: Successful contractor(s) may be sent either a formal Contract or a Notification of Award as confirmation of acceptance and award. Contracts shall be for the term stated on the Proposal and may be extended for additional period(s) under the same terms and conditions upon mutual agreement. The contractor may not assign the contract to another party without written authorization from the Office of Procurement and Distribution.

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

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

Payment Terms: The Iowa DOT will normally pay properly submitted vendor invoices within fifteen (15) days of receipt, providing goods and/or services have been delivered, installed or inspected (if required), and accepted. Invoices presented for payment must be only for quantities received by the Iowa DOT, must reference the purchase order number, and be submitted for processing.

Quality: All material shall be new and of first quality. Items which are used, demonstrators, refurbished, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the Iowa DOT.

Year 2000 Compliant: The supplier warrants that each hardware, software, and firmware product delivered under this contract shall be able to accurately process data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the supplier.

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. When bidding recycled items or alternatives, note on your bid the recycled content, if known.

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.

Default: Failure of the contractor to adhere to specified delivery schedules or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract 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 this contract.

Ames Deliveries: Materials delivered to the Distribution Center's Receiving Section, 800 Lincoln Way, Ames, IA shall be delivered between the hours of 7:30 a.m. and 3:30 p.m. on any day except Saturday, Sunday, or a holiday. For deliveries to locations other than the Distribution Center, the contractor may wish to contact the destination location for available times to deliver, as some Iowa DOT offices and locations work a non-standard work week.

Delivery: Deliveries shall be F.O.B. destination unless otherwise specified. All deliveries shall be accompanied by a packing slip indicated the vendor, quantities shipped, and the purchase order number(s). All delivery charges shall be included in the bid price and paid by the contractor. No collect or C.O.D. deliveries will be accepted. When entering into a contract, the contractor shall notify the freight company that all freight and delivery charges are to be prepaid by the contractor. The Iowa DOT will not be liable for any freight claims or unpaid freight bills arising from this contract.

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 this contract and which in any manner affect the work or its conduct. Any legal action relating to the contract shall only be commenced in the Story County, Iowa, District Court or the United States District Court for the Southern District of Iowa.

Administrative Rules: For Additional details on the rules governing the actions of the Office of Procurement and Distribution refer to 761 IAC, Chapter 20, Iowa Administrative Code, entitled "Procurement of Equipment, Materials, Supplies and Services".

Equal Opportunity: Firms submitting bids must be an "Equal Opportunity Employer" as defined in the Civil Rights Act of 1964 and in Iowa Executive Order Number Thirty-four.

Affirmative Action: The contractor (and also subcontractor, vendor, or supplier) is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the Iowa Department of Management, pertaining to equal employment opportunity and affirmative action. Contractor may be required to have on file a copy of their affirmative action program, containing goal and time specifications. Contractors doing business with Iowa in excess of \$5,000 annually and employing 50 or more full time employees may be required to file with the Iowa Department of Management a copy of their affirmative action plan. Failure to fulfill these non-discrimination requirements may cause the contract to be canceled and the contractor declared ineligible for future state contracts or subject to other sanctions as provided by law or rule.

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 (515-281-7250). Contractors shall take documented steps to encourage participation from Targeted Small Businesses for the purpose of subcontracting and supplying of materials.

Interest in Contract: 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.

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 this contract.

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Section 1 Introduction

1.1 Purpose

The purpose of this request for proposal (RFP) is to select qualified suppliers for specific contract application development. This application development will be in the form of system enhancements to the existing Vehicle Registration and Title System.

1.2 General

The Iowa DOT seeks to establish a contract for object-oriented application enhancements and code modifications which provide additional functionality identified by Iowa DOT's Office of Vehicle Services and the Prioritization Committee of the County Treasurers Association. The contract programming skill areas needed include, but are not limited to: working with a large n-tier architecture application in a rich client/server environment, Microsoft ® SQL Server, C#, ASP.Net, ADO.Net, developing and maintaining applications using C# with .Net, XML, debugging the system, WinForms, WebForms, batch processing, and other areas. Individuals assigned to the project must be an experienced Project Manager, Developers and Testers.

This RFP is to identify providers of Information Technology (IT) Services who use proven techniques in a variety of skill set areas to assist the Iowa DOT in the correcting of the anomalies and enhancing the Vehicle Registration and Title System. **Tasks to be performed may include, but are not limited to; evaluating business requirements so scope of work is understood, modifying and/or enhancing existing code and/or database tables, writing new code to add new functionality to the application, and unit testing of vendor developed code based upon business requests provided by the DOT. Methods of communication shall include electronic mail and telephone.**

Bidders will provide hourly rates listed on the Schedule of Prices. Estimated expenditure for this project can not exceed \$250,000. Bidders must include resumes of the proposed personnel with the bid. The awarded vendor must provide full time staff personnel for the duration of the project that are committed to successfully completing all contract obligations. Identified individuals must have successful present and past work experience in vehicle registration and title business applications, as well as advanced technical .Net development skills, knowledge, and expertise.

1.3 Project Locations

Primary Project Location

Iowa Department of Transportation
Information Technology Division
800 Lincoln Way
Ames, IA 50010

Business Unit Location

Iowa Department of Transportation
Motor Vehicle Division
100 Euclid Ave.
Des Moines, IA 50313

Section 2 Administrative Information

2.1 Issuing Officers

The Issuing Officers are identified below. They are the sole points of contact regarding the RFP from the date of issuance until selection of the successful vendor.

Procurement Questions:

Ms. Renee R. Shirley, Senior Purchasing Officer

800 Lincoln Way

Ames, Iowa 50010

Phone: 515-239-1578

Fax: 515-239-1538

E-Mail: renee.shirley@dot.iowa.gov

Technical Questions:

Ms. Deb Shafer

800 Lincoln Way

Ames, Iowa 50010

Phone: 515-239-1860

Fax: 515-239-1854

E-mail: deb.shafer@dot.iowa.gov

2.2 Restriction on Communication

From the issue date of this RFP until announcement of the successful vendor, bidders may only contact the Issuing Officer. The Issuing Officer will respond only to questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted in writing to the Issuing Officer by 4:30 p.m., Central Standard Time (CST), **November 27, 2006**. Verbal questions related to the interpretation of this RFP will not be accepted.

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 the vendor verbally shall not be

considered part of that vendor's proposal. Only written communications between the vendor and the Iowa DOT shall be accepted.

With the exception of the written proposal, which must be submitted by vendors in accordance with Sections 4, communications between the purchasing officer and vendors may be conducted by regular prepaid US mail, courier service, e-mail or facsimile transmission.

2.3 Downloading RFP Addendums from the Internet

The vendor is advised to check the Iowa DOT's home page periodically for amendments to this RFP, particularly if the vendor downloaded the RFP from the Internet, as the vendor may not automatically receive amendments. All amendments will be posted on the Iowa DOT home page at www.iowadotpurchasing.com. If the vendor received this RFP as a result of a written request to the Iowa DOT, the vendor will automatically receive amendments.

Note: If the RFP or addendums were downloaded from the Internet, the Fax Back Sheet found on the first page of the proposal download must be completed. This sheet informs the Issuing Officer of a downloaded version and, once received in the Iowa DOT, adds the vendor to the bidder's list to ensure notice of addendums.

2.4 Procurement Timetable

The following dates are set forth for informational and planning purposes; however, the Iowa DOT reserves the right to change the dates.

RFP to prospective bidders	November 3, 2006
Vendor's written Questions	November 8-13, 2006
Final DOT's reply to vendor questions posted on DOT website	November 15, 2006
Sealed Bid Letting Date	November 29, 2006
Review submitted vendor proposals	November 30 –December 7, 2006
Vendor Interviews	December 12-13, 2006
Award Matrix points determined	December 13, 2006
Bid Tabulation sent to vendors	December 15, 2006
Protest of Award	December 15-29, 2006
Completion of Contract Negotiations and Execution of the Contract	January 2-5, 2007
Contract begin date	January 5, 2007

It is intended that proposals will be evaluated and a notice of intent to award will be issued within sixty (60) days of the deadline for receipt of proposals. Proposal prices, terms and conditions must be held firm from the date of the notice of intent to award the contract.

2.5 Questions, Requests for Clarification, and Suggested Changes to the Bid Proposal

Vendors are invited to submit written questions and requests for clarifications regarding the RFP. The questions, requests and clarifications can be received in writing by the Issuing Officer beginning, **November 8, 2006**. Oral questions will not be permitted. If the questions and or requests for clarifications pertain to a specific section of the RFP, the page and section number(s) must be referenced. Written responses to vendor questions and or requests for clarifications by the DOT, shall be posted on the Iowa DOT website by the close of business day (4:30pm Central Standard Time) **November 15, 2006** to vendors who received the RFP. The Iowa DOT's written responses will be considered part of the RFP.

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.

Bidders must inform themselves fully of the conditions relating to the proposal. Failure to do so will not relieve a successful bidder of his or her obligation to furnish all services required to carry out the provisions of this contract. The vendor, in carrying out the work, must employ such methods or means as will not cause any interruption of, or interference with, the work of any other vendor.

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

2.6 Amendment to the RFP, Bid Proposal, and Withdrawal of Bid Proposal

The Iowa DOT reserves the right to amend the RFP at any time. The vendor shall acknowledge receipt of an amendment in its proposal. If the amendment occurs after the closing date for receipt of bid proposals, the Iowa DOT may, in its sole discretion, allow vendors to amend their bid proposals in response to the Iowa DOT's amendment if necessary.

The vendor may amend its bid proposal. The amendment must be in writing, signed by the vendor and received by the time set for the receipt of proposals. **Electronic mail and faxed amendments will not be accepted.**

Vendors who submit proposals in advance of the deadline may withdraw, modify, and resubmit proposals at any time prior to the deadline for submitting proposals. Vendors must notify the Procurement Issuing Officer in writing if they wish to withdraw their proposals.

2.7 Submission of Bid Proposals

The Iowa DOT must receive the bid proposal at the **Department of Transportation, Office of Procurement and Distribution**, 800 Lincoln Way, Ames, Iowa 50010 before **1:00 PM, Central Standard Time, on November 29, 2006**. ***This is a mandatory requirement and will not be waived by the Iowa DOT. Any bid proposal received after this deadline will be rejected and returned unopened to the vendor.*** Vendors mailing bid proposals must allow ample mail delivery time to ensure timely receipt of their bid proposals. It is the vendor's responsibility to ensure that the bid proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the bid proposal. **Electronic mail and faxed bid proposals will not be accepted.**

Vendors must furnish all information necessary to evaluate the bid proposal. Bid proposals that fail to meet the mandatory requirements of the RFP will be disqualified. Verbal information provided by the vendor shall not be considered part of the vendor's proposal.

2.8 Bid Proposal Opening

The Iowa DOT will open bid proposals at **1:00 PM, Central Standard Time, November 29, 2006**. The bid proposals will remain confidential until the Evaluation Committee has reviewed all bid proposals submitted in response to this RFP and the Iowa DOT has announced a notice of intent to award a contract. See Iowa Code Section 72.3.

The names of the vendors who submit proposals within the time frame permitted will be supplied to any person who requests such information after 4:30 PM on the proposal due date. The announcement of names of vendors who submitted a proposal **does not** mean that an individual proposal has been deemed technically compliant or that it has been accepted for evaluation.

2.9 Costs of Preparing the Bid Proposal

The costs of preparation and delivery of the bid proposal are solely the responsibility of the vendor.

No payments shall be made by the State to cover costs incurred by any vendor in the preparation of or the submission of this RFP or any other associated costs

2.10 Reasonable Accommodations

The Iowa DOT will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If accommodations are required at time of a bid opening, contact Renee R. Shirley, Purchasing, at (515) 239-1578 (voice) or 515-239-1538 (fax) or renee.shirley@iowa.dot.gov (e-mail).

2.11 Rejection of Bid Proposals

The Iowa DOT reserves the right to reject any or all bid proposals, in whole or in part, received in response to this RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the Iowa DOT to award a contract. This RFP is designed to provide vendors with the information necessary to prepare a competitive bid proposal. This RFP process is for the Iowa DOT's benefit and is intended to provide the Iowa DOT with competitive information to assist in the selection of a vendor to provide services. It is not intended to be comprehensive and each vendor is responsible for determining all factors necessary for submission of a comprehensive bid proposal.

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

2.12 Disqualification

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

2.12.1 The vendor fails to deliver the bid proposal by the due date and time.

2.12.2 The vendor states that a service requirement cannot be met.

2.12.3 The vendor's response materially changes a service requirement.

2.12.4 The vendor's response limits the rights of the Iowa DOT.

2.12.5 The vendor fails to include information necessary to substantiate that it will be able to meet a service requirement. Unless specifically asked if a system complies, 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.

2.12.6 The vendor fails to respond to the Iowa DOT's request for information, documents, or references.

2.12.7 The vendor fails to include a Proposal Guaranty Form 131071.

2.12.8 The vendor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in section 4 of this RFP.

2.12.9 The vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.

2.12.10 The vendor initiates unauthorized contact regarding the RFP with state employees.

2.12.11 The vendor provides misleading or inaccurate responses.

2.13 Reference Checks

The Iowa DOT reserves the right to contact any reference to assist in the evaluation of the bid proposal, to verify information contained in the bid proposal and to discuss the vendor's qualifications and the qualifications of any subcontractor identified in the bid proposal.

2.14 Information from Other Sources

The Iowa DOT reserves the right to obtain and consider information from other sources concerning a vendor, such as the vendor's capability and performance under other contracts.

2.15 Verification of Bid Proposal Contents

The content of a bid proposal submitted by a vendor is subject to verification. Misleading or inaccurate responses shall result in disqualification.

2.16 Criminal History and Background Investigation

The Iowa DOT reserves the right to conduct criminal history and other background investigations of the vendor, its officers, directors, shareholders, partners and/or personnel retained by the vendor for the performance of the contract.

2.17 Bid Proposal Clarification Process

The Iowa DOT reserves the right to contact a vendor after the submission of bid proposals for the purpose of clarifying a bid proposal to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the vendor has provided goods or services to the Iowa DOT or any other political subdivision wherever located, or requests for corrective pages in the vendor's bid proposal. The Iowa DOT will not consider information received if the information materially alters the content of the bid proposal or alters the type of goods and services the vendor is offering to the Iowa DOT. An individual authorized to legally bind the vendor shall sign responses to any request for clarification. Responses shall be submitted to the Iowa DOT within the time specified in the Iowa DOT's request. Failure to comply with requests for additional information may result in rejection of the bid proposal as non-compliant.

2.18 Disposition of Bid Proposals

All proposals become the property of the Iowa DOT and shall not be returned to the vendor unless all bid proposals are rejected or the RFP is cancelled. In either event, vendors will be asked to send a prepaid shipping package to the Iowa DOT for return of the bid proposals submitted. In the event the Iowa DOT does not receive a shipping package, the Iowa DOT will destroy the bid proposals. Otherwise, at the conclusion of the selection process, the contents of all bid proposals will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code Chapter 22 or other applicable law.

2.19 Public Records and Requests for Confidential Treatment

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

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

Any bid proposal submitted that contains confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Identification of the entire bid proposal as confidential may be deemed non-responsive and disqualify the vendor.

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

The Iowa DOT will treat the information marked confidential as confidential information to the extent such information is determined confidential under Iowa Code Chapter 22 or other applicable law by a court of competent jurisdiction.

In the event the Iowa DOT receives a request for information marked confidential, written notice shall be given to the vendor seven calendar days prior to the release of the information to allow the vendor to seek injunctive relief pursuant to Section 22.8 of the Iowa Code.

The vendor's failure to request confidential treatment of material will be deemed by the Iowa DOT as a waiver of any right to confidentiality, which the vendor may have had.

2.20 Copyrights

By submitting a bid proposal, the vendor agrees that the Iowa DOT may copy the bid proposal for purposes of facilitating the evaluation of the bid proposal or to respond to requests for public records. The vendor consents to such copying by submitting a bid proposal and warrants that such copying will not violate the rights of any third party. The Iowa DOT shall have the right to use ideas or adaptations of ideas that are presented in the bid proposals.

2.21 Release of Claims

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

2.22 Interviews

The top three highest scoring Bidder(s) shall be contacted and scheduled for an interview. The Iowa DOT reserves the right to ask a set of interview questions to each of the three RFP highest scoring vendors to supplement their proposals. Failure of Successful Bidder to attend a scheduled interview shall result in rejection of that Bidder's proposal.

At a minimum, the vendor's Project Manager and a Developer will be required to participate in the interview to demonstrate their understanding of the requirements of the proposal, their authority and reporting relationships within their company, their expertise, and their management style. Other vendor representatives may also be present and participate in the interview process, as determined by the vendor.

Interviews will be scored as one criteria of the award matrix.

Once the interviews have been completed, the State reserves the right to make a contract award without any further discussion with the potential vendors regarding the proposals received.

The State reserves the right to record the interviews on audio or videotape.

Any cost(s) incidental for the interviews shall be the sole responsibility of the vendor.

All vendors submitting proposals may not have an opportunity to interview.

2.23 Evaluation of Bid Proposals Submitted

Bid proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with Section 5 of the RFP. The Iowa DOT will not necessarily award any contract resulting from this RFP to the vendor offering the lowest cost to the Iowa DOT. Instead, the Iowa DOT will award the contract to the compliant vendor whose proposal receives the most points in accordance with the evaluation criteria set forth in Section 5 of this RFP and subject to approval by the Iowa DOT Director.

The evaluation and selection of a vendor will be based on the information submitted in the proposal. Bidders shall respond to all requirements clearly and completely within three (3) days upon request. Failure to respond completely may be the basis for the rejection of a proposal. Vendors may supply CD-ROMs or web site addresses to help demonstrate certain features of the proposal to help clarify the written response to the proposal.

Elaborate proposals (e.g. expensive artwork) beyond those that are sufficient to present a complete and effective proposal, are not necessary or desired.

2.24 Award Notice and Acceptance Period

Notice of intent to award the contract will be sent by mail to all vendors submitting a timely bid proposal. Negotiation and execution of the contract shall be completed no later than **June 30, 2007**. If the apparent successful vendor fails to negotiate and deliver an executed contract by **January 5, 2007**, the Iowa DOT may cancel the award and award the contract to the next highest ranked vendor.

After notification of the intent to award is made, and under the supervision of Iowa DOT staff, copies of proposals will be available for public inspection. Proposals will be available between the hours of 7:30 a.m. and 4:00 p.m. at Office of Procurement & Distribution, Purchasing Section, 800 Lincoln Way, Ames, IA. Bidders are encouraged to make appointments to ensure that space is available for the review.

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

Bidders may request copies of the proposal with the agreement in writing to the purchasing officer to reimburse the cost of .10 per black and white copy, and .60 per color page. If bidder desires all copies in black and white, this must be stated in request.

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

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

2.25 Definition of Contract

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

2.26 Choice of Law and Forum

This RFP and the resulting contract are to be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the resulting contract. Vendors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

*Iowa Code Chapter 307, and Chapter 20, Iowa Administrative Code [761], contain policies and procedures for State of Iowa procurement under which this Request for Proposal is issued. The terms and conditions of this RFP, the resulting contract(s) or activities based upon this RFP shall be construed in accordance with the laws of Iowa. Any and all litigation or actions commenced in connection with this RFP shall be brought in **Story County**, Iowa.*

2.27 Restrictions on Gifts and Activities

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

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

2.28 Minimum Guaranteed

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

2.29 Conflicts Between Terms

The Iowa DOT reserves the right to accept or reject any exception taken by the vendor to the terms and conditions contained in this RFP. Should the vendor take exception to the terms and conditions required by the Iowa DOT, the vendor's exceptions may be rejected and the entire proposal declared nonresponsive. The

Iowa DOT may elect to negotiate with the vendor regarding contract terms that do not materially alter the substantive requirements of the request for proposals or the contents of the vendor's proposal.

2.30 Licenses, Permits and Inspections

The vendor shall give all notices and comply with all codes, laws, ordinances, rules and regulations of any public authority having jurisdiction that bears on the performance of its work. The vendor shall pay for all licenses, permits and inspection fees required for its work. The vendor must furnish copies of all approved inspection certificates and approvals from authorities having jurisdiction in a timely fashion upon completion of the work.

2.31 News Releases

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

SECTION 3 Project Specifications

3.1 Project Background

The Iowa DOT Information Technology Division (ITD) through its Motor Vehicle Support Team (MVST), OVS, Enterprise Services Office (ESO) Support and the Motor Vehicle Division's Office of Vehicle Services (OVS) manages and maintains all instances and environments for business automation supporting the Vehicle Registration and Title System. These automation environments, running on Iowa DOT hardware residing in Ames, IA, contain subsystems and components composed of Iowa DOT owned custom built application software, Iowa DOT licensed software and commercial-off-the-shelf software. The users access these subsystems and components through a rich client using a wide area network or through a browser based web access.

The Vehicle Registration and Title System was developed by Archon Technologies, Inc., a vendor external to the Iowa DOT. Iowa DOT seeking services for approximately two thousand (2,000) hours of enhancements and code modifications to be completed by June 30, 2007.

The Iowa DOT is responsible for providing a system for the County Treasurers use to complete title and registration business transactions for the citizens of Iowa. The system provides a statewide standard method of tracking vehicle information and accounting for funds collected and deposited into the Road Use Tax Fund. In January 2005, the newly developed Vehicle Registration and Title System was implemented statewide and replacing an outdated legacy system. This new system has increased functionality more capable of meeting legislative and business needs. As users have gained experience with system capabilities, they continue to identify and prioritize, through the County Treasurer Prioritization Committee, additional functionality to improve their work processes and their ability to better serve the public. Top priority is given to enhancements relating to the "cash drawer" subsystem priorities. After addressing these enhancements, additional enhancements will be prioritized and developed under the constraint of remaining funds.

Expected Results

Beginning with the highest priority items identified by the County Treasurer Enhancement Committee, the items listed below will be addressed in priority order, established by the Office of Vehicle Services, before proceeding to the second tier priority items:

- Calculate fees for full, semi-annual and prorated fees when processing any transaction with the Vehicle Registration and Title System. Calculate when penalties are due based on Iowa Code and Administrative Rules.
- Apply fee credits when processing title and registration transactions for 12, 13 or 14 month registration periods and specify when not to use the fee credit as part of the calculation. Calculate any excess credit due or no replacement (refund vehicle registration) transactions for a refund to be issued.

- Allow fees to be reflected within the transaction without requiring fee adjustments before completion of a transaction or creation of adjusted journal entries after the original transaction has been completed. Must have the ability to access/view the fees and adjustments associated with the transaction of reports already created within the Vehicle Registration and Title System.
- Develop edits requiring Office of Vehicle Services or county treasurer staff approval to “fire” based on Iowa Code and Administrative Rules to ensure the appropriate approval level is enforced. This is necessary to allow for timely completion of customer transactions.
- Develop edits that would limit access for security interest searches to OVS certified lien holder customer records and add an SI address to the system for display to the users.

3.2 System Overview

3.2.1 System Description

The Vehicle Registration and Title System supports the titling and registration of all “in-state” vehicles; it supports the licensing of all motor vehicle dealers and any actions which would affect the ability of those dealers to lawfully engage in business.

3.2.2 System Users

Vehicle Services – Administrative Staff, compliance officers, dealer’s licensing staff

Motor Vehicle Enforcement – uniform and investigative staff, including Fraud Squad

Motor Carrier Services staff-large truck titles and registrations

Administrators - User maintenance, error reports, logs, batch job logging

Trusted Party Access (TPA) Web Access - Internet access for Dealers,

Private Investigators, Financial Institutions, State Agencies, and others

Iowa’s 99 County Treasurers and their employees

Iowa Department of Human Services

Iowa Department of Public Safety

Iowa Department of Revenue and Finance

Iowa Department of Transportation -Office of Finance

3.2.3 Systems/Subsystems Architecture

3.2.3.1 Subsystems

Vehicle Registration and Titling (over 3.9 million vehicles)
Inventory Tracking – Tracks plate inventory, title stock inventory, and registration receipt inventory
Cash Drawer (Finance)
Dealers system
Correspondence – Automated notifications

3.2.3.2 System Interfaces (real time)

International Registration Plan System (IRP)
Department of Public Safety (Iowa System/NLETS)
American Association of Motor Vehicle Administrators Unified Network Interface (UNI) software, to exchange information with fifty-one (51) jurisdictions, Mexico, Canada, and other entities for the NMVTIS (National Motor Vehicle Title Information System)

3.2.3.3 Systems Interfaces (batch)

Iowa Court Information System
Iowa Interactive
Iowa Criminal Justice Integration Network
City of Ames, Iowa
City of Des Moines, Iowa
City of Dubuque, Iowa
Complus
Enforcement Technologies
Nestor
Iowa Prison Industries
Department of Human Services

3.2.3.4 Licensed Software

3M– Dealer System - (ACAM (Archon Customer Accreditation Manager)) Dealer licensing
3M. - Cash Drawer (ATM2 (Archon Transaction Money Manager)) - Tracks money across all applications
3M - Framework (ABT (previous Archon Background Technology)) - Underlying application framework
Antenna House – XSL: Formatter – used to merge the text, graphics, and barcode(s) when printing.
ID Automation – Barcode Utilities – used to produce one-dimensional (linear) and two-dimensional (PDF417) barcodes.
R. L. Polk - VINA – (Vehicle Identification Number Authentication)

3.2.4 System Environments

The Vehicle Registration and Title System environments allow for development, testing, pre-production, and production. These environments are more specifically designated as follows:

Development Environment – the place where developers add code to the application, make changes to existing code, and perform unit testing. This On-Site environment is managed by ESO and developers will have full administrative rights.

User Acceptance and Testing Environment (UAT) – the place where developers perform regression and system testing. The customers will have access to this environment to test whether the changes meet their expectations. This environment is managed by ESO and developers will have full administrative rights.

Pre-production Environment – the place where changes which are ready for production are system tested. This is where final testing of the application will occur and initial testing of infrastructure or operating systems will occur. This is a full mirror of the production environment. This environment is managed by ESO and developers will have the appropriate level of privileges to allow the environment to be monitored and the application managed.

Production Environment – the place where customers access the application. No testing occurs in this environment. This environment is managed by ESO and developers will have the appropriate level of privileges to allow the environment to be monitored and the application managed.

3.2.5 Data Model Metrics (as of December, 2005)

3.2.5.1 SQL Database (only) Metrics:

Database Tables – ~1,066
Database Elements/Columns – ~25,076
Database Indices – ~5,428
Stored Procedures – ~3,088
User Defined Functions – ~150
Total data rows after full Conversion – ~224,089,141

3.2.5.2 Source Code Metrics:

Total Code Files – ~6,459 (i.e. programs, components, XML files, procedures)
Total lines of code – ~2,136,582 (including database code, but excluding blank lines and comment lines)

3.2.6 Network/Server/Client Environment

The Iowa DOT Computer Network supporting the Vehicle Registration and Title System incorporates a networked client/server configuration on a routed/switched Ethernet backbone and an ATM WAN using TCP/IP protocol. Servers operate under Windows® 2003 SP1 supporting Microsoft® 2003.Net applications. Current data storage for the entire system is estimated at 6.0 terabytes located on a storage area network. The system uses Microsoft® SQL Server to support the data layer. Microsoft® T-SQL is used to script the stored procedures. Clients operate under Windows® 2000/Windows® XP. Desktop applications include a rich client (developed using C#), Acrobat Reader 6.0, Java Runtime (used to access the Vehicle Help materials) and Internet Explorer 6.0. Workstations are Intel® Pentium 4 with a minimum of 1GB of RAM.

3.3 Required Vendor Personnel Roles and Responsibilities

Vendor staff must possess an in-depth knowledge of system design and application development in an object oriented, distributed, n-tier architecture environment utilizing Microsoft® Visual Studio 2005, Microsoft® VB.net, Microsoft® C#, Microsoft® SQL Server, and Computer Associates® ErWin.

Knowledgeable and adequate staff, along with continuity of work is paramount to the successful completion of the goals of this project. The Iowa DOT views individuals within the roles of Project Manager and Developer as key personnel.

These key individuals are not to be removed or substituted from the project except in the event of death, illness, retirement, disability, termination from employment, conditions permitting absence from employment under the Family and Medical Leave Act of 1993 or in the event of the Iowa DOT providing written consent.

The vendor must provide and maintain a list of key personnel, by role, and their resumes assigned to this contract. Substitutions of vendor key personnel may only be done with the prior approval of the MVST Manager and the OVS Director.

The total project effort is based on the maximum two thousand (2,000) project hours. The roles and responsibilities for this project are listed below. All Developers will participate in reviews of other's design and code changes.

3.3.1 Project Manager (estimate of total project effort) – 15%

This position is the vendor's point of contact responsible for overseeing the vendor's staff to ensure changes are completed by the agreed upon dates. The Project Manager shall interface with the MVST Manager and the OVS Director weekly to review new assignments, discuss the status of existing assignments, and close out completed assignments, ensure monthly invoices accurately reflect hours worked on assignments by vendor staff and serve as point of contact for contract issues.

3.3.5 Developer (estimate of total project effort) – 75%

Makes the code changes and completes first-level code testing as assigned by the vendor.

3.3.6 Tester (estimate of total project effort) – 10%

Completes second-level unit testing and regression testing of new / modified logic. Creates and modifies test plans and / or scripts documenting results of the tests required by vendor assigned changes.

3.4 Vendor Deliverables and Performance Measures

3.4.1 Enhancements

Enhancements will be completed by the successful vendor as assigned by the MVST Manager and OVS Director. The vendor will, as necessary, provide a Project Manager, Developers, and Testers to complete this task. The vendor's performance will be measured by their ability to deliver application code changes within the work hour estimates provided to the MVST Manager and OVS Director on each work assignment. Application code changes shall be completed by the mutually agreed upon delivery date and mutually agreed upon estimate of hours.

Code assignments in progress that have not been accepted by the Iowa DOT shall become the property of the Iowa DOT at the end of the contract.

3.4.2 Code Change Review

All code changes to the Vehicle Registration and Title System will go through a review process before final acceptance testing. The purpose of this review is to ensure quality control for the program changes, to enforce standards, and to promote best practices.

At the direction of the MVST Manager and OVS Director, MVST and OVS staff will review the vendor's code changes, verify functionality and suggest revisions that enhance efficiency, ensure standards, and promote best practices.

NOTE: Only DOT staff moves code into production. If the problem is classified as critical, DOT staff will be available. The DOT environment is normally available 24/7, with the exception of scheduled outages.

3.4.3 Change Documentation

The vendor will follow Iowa Technology Division (ITD) change control processes documenting final code changes at the time the code is staged into the pre-production environment. All change documents are to be provided to the MVST Manager and OVS Director or designee.

Included in the documentation will be a summary of changes made, change control documents, and the location where each code member needs to reside in the production environment.

The MVST Manager and OVS Director and or designee will implement the changes in the production environment. The vendor will provide a Project Manager to coordinate changes and change documentation originating from vendor. For changes and enhancements, the change control documents, summary of changes and code locations will be received with the delivery of modified code members.

3.5 Vendor Responsibilities

Success of this engagement will be heavily dependent on the vendor's ability to manage and direct resources to complete assigned tasks not to exceed the approved estimated hours of effort and deliver results by the agreed upon completion dates.

3.5.2 Visit to Iowa DOT Locations

3.5.2.1 The Iowa DOT requires vendor personnel make themselves available at DOT locations to work with MVST and OVS staff throughout the contract period. During the contract period, the Iowa DOT will pay travel expenses for up to six (6) vendor staff trips to DOT locations. *See the Schedule of Prices.*

3.5.3 Required Vendor Resources

3.5.3.1 The awarded vendor will possess a high speed connection to the Internet allowing the vendor to access the Iowa DOT environments utilizing Iowa DOT provided VPN technology.

3.5.3.2 The awarded vendor will possess Visual Studio .NET 2005 loaded onto vendor client machines.

3.5.3.3 The awarded vendor will be responsible for providing equipment (i.e. laptop, PDAs, etc.) to perform the work outlined in the RFP.

3.5.3.4 All computer systems the vendor intends to connect to the Iowa DOT's network must be as current with operating system and anti-virus patches as the Iowa DOT before every connection.

3.5.4 Vendor Reporting and Invoicing

Vendor will provide reports and invoices containing, at a minimum, the following information:

A monthly task report which will show:

- worked tasks for Vehicle Registration and Title System priorities,
- estimated number of hours to complete task,
- hours worked per task per month,
- cumulative hours worked per task,

- percent completed per task,
- estimated task completion date.

A monthly invoice which will show:

- staff roles with staff name
- hourly rate
- hours worked
- subtotal per staff name
- subtotal by role
- total for trips showing staff name and trip duration
- grand total of invoice

3.5.5 Environment

The vendor shall use the state's development environment to allow MVST and OVS staff to review code changes to ensure that modifications being made do not adversely affect system functionality. The vendor may use their own development environment and then move their changes to the Iowa DOT's development environment when unit testing has been completed on their end and the code is ready to be regression tested and reviewed. The vendor will provide their own developer desktop software compatible with the Iowa DOT developer desktop software. Vendor must also comply with Section 3.5.3.4 for desktop security, Iowa DOT policies and procedures, DPPA (Driver Privacy Protection Act) for data security, and the vendor will perform credit and criminal background checks on their employees assigned to this engagement, sharing the results with the Iowa DOT prior to Iowa DOT approval for access to the application. (See Section 2.16 and Appendices D, E and F).

3.6 Iowa DOT Responsibilities

3.6.1 Project Administration

3.6.1.1 Contract Administration

Contract administration will be the responsibility of the Office of Procurement and Distribution, Purchasing Section, Renee R. Shirley, Issuing Officer.

3.6.1.2 Points of Contact

MVST Manager and OVS Director will coordinate directly with the vendor's Project Manager. The MVST Manager and OVS Director will designate MVST and OVS staff that will act as points of contact and will communicate these designations to the vendor's Project Manager.

3.6.1.3 Communication and Project Management

Throughout the contract, MVST, OVS and the vendor will maintain frequent phone and email interaction with each other. All code modifications to the Vehicle Registration and Title System will be shared between MVST and OVS points of contact and vendor.

It is the responsibility of the MVST Manager, OVS Director and the vendor's Project Manager to ensure adequate communication is maintained.

3.6.1.4 Weekly Status Meetings

Weekly meetings (phone or in person) between MVST, OVS and the vendor will be held. The purpose of these meetings is to assess risk and review progress of work assignments. The frequency of these meetings may, at the discretion of MVST Manager and or the OVS Director, be changed.

3.6.2 Reviews

The MVST Manager and OVS Director will evaluate the vendor's performance to determine if performance meets the Iowa DOT's expectations.

The evaluation results will be shared with the vendor and used as a tool to communicate to the vendor how well they are meeting all of the requirements of the contract deliverables. Failure to meet the Iowa DOT's expectations may be subject to Contract Termination Section 6.10.

3.6.3 On-Site Work Area

When necessary, the Iowa DOT will provide a work area and access to the internet. The vendor will be responsible for providing equipment (i.e. laptop, PDAs, etc.) to perform the work outlined in the RFP.

SECTION 4- FORMAT AND CONTENT OF BID PROPOSALS

4.1 Instructions

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

It is the request of the Iowa DOT that the following section headings be used in the bidder responses to this RFP and that they be arranged in the order as listed in the proposal. The bidder should provide a table of contents and should label divider tabs. Responses must be in sufficient detail to permit an understanding and comprehensive evaluation of the vendor's bid.

A minimum of one (1) original and five (5) copies of the bid, one (1) complete set of any referenced manuals, and any other pertinent documentation, and all its constituent parts will be furnished. Information should be sufficiently detailed to substantiate those products or services offered meet or exceed the proposal requirements. The Iowa DOT prefers a CD or DVD in addition to the paper RFP submittal. Attachments shall be referenced in the submitted bid proposal.

If the vendor designates any information in its proposal as confidential pursuant to Section 2, the vendor must clearly indicate any pages in the bid proposal that contain confidential information. The vendor must also submit one (1) copy of the bid proposal from which confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the bid proposal as possible.

Vendor bid proposals shall not contain promotional or display materials.

4.2 Proposal-Document Submittal

The bid proposal shall be typewritten on 8.5" x 11" paper (one side only) bound securely. The following documents and responses shall be included in the bid proposal in the order given below. Please use the mailing label (last page of this document) to submit an RFP.

4.2.1 Cover Page

Proposal No.: LT00392

**RFP Title: Programming Enhancement Services to the Iowa DOT Vehicle
Registration and Title System**

Iowa Department of Transportation

800 Lincoln Way

Ames, Iowa 50010

Submitted by: Vendor's Name and Address

Date:

4.2.2 Transmittal Letter

An individual authorized to legally bind the vendor shall sign the transmittal letter. The letter shall include the vendor'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 addition to the specific statutory basis supporting the request and an explanation why disclosure of the information is not in the best interest of the public. The transmittal letter shall also contain the name, address and telephone number of the individual authorized to respond to the Iowa DOT about the confidential nature of the information.

4.2.3 Table of Contents

The vendor shall include a table of contents of its bid proposal.

4.2.4 Schedule of Prices Document

All cost information on the Schedule of Prices must be provided. Incomplete information on this form may result in rejection of bid.

4.2.5 Executive Summary

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

4.2.5.1 Statements that demonstrate that the vendor understands and agrees with the terms and conditions of the RFP and the proposed contract.

4.2.5.2 A vision and mission statement for service as requested in the RFP.

4.2.5.3 An overview of the vendor's plans for timely delivery of services (including project management approach).

4.2.5.4 An overview of the vendor's knowledge of requirements and its proposed approach for delivering results.

4.2.6 Work Plan

The vendor shall address each deliverable and performance measure in Section 3 of the RFP. Proposals must be fully responsive to project requirements. Merely repeating the requirements will be considered non-responsive and may disqualify the vendor.

Proposals must identify any deviations from the requirements of this RFP or requirements the vendor cannot satisfy. Any deviations from the requirements of the RFP or any requirement of the RFP that the vendor cannot satisfy may disqualify the vendor.

4.2.7 Background Information

The vendor shall provide the following general background information:

- 4.2.7.1** Name, address, telephone number, fax number and e-mail address of the vendor including all doing business as (d/b/a) assumed names or other operating names of the vendor.
- 4.2.7.2** Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company.
- 4.2.7.3** State of incorporation, state of formation, or state of organization.
- 4.2.7.4** Identify and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the vendor's performance under the terms of this RFP.
- 4.2.7.5** Local office address and phone number (if any).
- 4.2.7.6** Number of employees per each location.
- 4.2.7.7** Type of business.
- 4.2.7.8** Name, address and telephone number of the vendor's representative to contact regarding all contractual and technical matters concerning this proposal.
- 4.2.7.9** Name, address and telephone number of the vendor's representative to contact regarding scheduling and other arrangements.
- 4.2.7.10** Name and qualifications of any subcontractors who will be involved with this project.
- 4.2.7.11** Identify the vendor's accounting firm.

4.2.7.12 The successful vendor will be required to register to conduct business in Iowa. If already registered, provide the date of the vendor's registration to conduct business in Iowa and the name of the vendor's registered agent.

4.2.8 Company Experience

The vendor must provide the following information regarding its experience:

4.2.8.1 Number of years in business.

4.2.8.2 Number of years experience with providing the types of services sought by the RFP.

4.2.8.3 Describe the level of technical experience in providing the types of services sought by the RFP.

4.2.8.4 List all services similar to those sought by this RFP that the vendor has provided to other businesses or governmental entities within the last five years (include dates of service).

4.2.9 Large Organization Experience

List contact references from three (3) previous clients knowledgeable of the vendor's performance in providing information services to large organizations with complex systems. All referenced projects shall have been completed in the last three (3) years. Include a contact person, title, project responsibilities and telephone number for each reference.

The vendor must describe experiences within the last three (3) years of large organization experience including the following:

4.2.9.1 Successful ability to troubleshoot across a distributed network, involving a minimum of four (4) different providers, at service points throughout a statewide area to quickly resolve issues so that credentials can be issued on a real-time basis.

4.2.9.2 Successful ability to work with multiple jurisdictional providers of across-the-counter credentialing in environments where employee skill levels, IT support and customer bases are markedly different.

4.2.10 Vehicle Registration and Title System Application Experience

The vendor must describe experiences within the last three (3) years of vehicle registration and title application development and or maintenance experience including the following:

4.2.10.1 Existing knowledge base of federal and state business rules, governing the issuance of titles, registrations.

4.2.10.2 Successful development and implementation of multi-level financial accounting systems, tailored to individual jurisdiction's needs, which provide detailed audit records by individual product code, enable sweeps of cash as necessary, provide for adjusted journal entries for auditing, enable automated reconciliation and use of the Automated Clearing House (ACH) for transfers of funding at pre-set times to appropriate entities.

4.2.11 Personnel

The vendor must provide resumes for all key personnel, as defined in Section 3, involved in providing the services discussed in this RFP. The following information must be included in the resumes:

4.2.9.1 Full name.

4.2.9.2 Education.

4.2.9.3 Years of experience and employment history, particularly as it relates to the scope of services specified herein.

4.2.12 Financial Information

The vendor must provide the following financial information:

4.2.10.1 Audited financial statements (annual reports) for the last two (2) years.

4.2.10.2 A minimum of two (2) financial references.

4.2.13 Terminations, Litigation, Debarment

The vendor must provide the following information based on the last five (5) years.

4.2.13.1 Has the vendor had a contract for services terminated for any reason? If so, provide full details related to the termination.

4.2.13.2 Describe any damages or penalties of anything of value traded or given up by the vendor under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this RFP and the resulting Contract. If so, indicate the reason for the penalty or exchange of property or services and the estimated account of the cost of that incident to the vendor.

4.2.13.3 Describe any damages or penalties or anything of value traded or given up by vendor under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this RFP. If so, indicate the reason for the penalty or exchange of property or services and the estimated amount of the cost of that incident to the vendor.

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

4.2.13.5 List and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the vendor to perform the required services. The vendor must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the bid proposal or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a bid proposal, and with respect to the successful vendor after the execution of a contract, must be disclosed in a timely manner in a written statement to the Iowa DOT.

4.2.14 Proposal Certification

The vendor shall sign and submit with the bid proposal the document included as Appendix **A** in which the vendor shall certify that the contents of the bid proposal are true and accurate.

4.2.15 Acceptance of Terms and Conditions

The vendor shall specifically agree that the bid proposal is predicated upon the acceptance of all terms and conditions stated in the RFP. If the vendor objects to any term or condition, the vendor must specifically refer to the RFP page, and section. Objections or responses that materially alter the RFP may be deemed non-responsive and disqualify the vendor.

4.2.16 Certification of Independence and No Conflict of Interest

The vendor shall sign and submit with the bid proposal the document included as Appendix **B** in which the vendor shall certify that it developed the bid proposal independently. The Iowa DOT reserves the right to reject a bid proposal or cancel the award if, in its sole discretion, any relationship exists that could interfere with fair competition or conflict with the interests of the Iowa DOT.

Each person signing this proposal certifies that the offer made by the submitted proposal, and any clarifications to that proposal, shall be signed by an officer of the offering entity or a designated agent empowered to bind the entity in a contract.

4.2.17 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

The vendor shall sign and submit with the bid proposal the document included as Appendix **A** in which the vendor shall certify that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, department or agency.

4.2.18 Authorization to Release Information

The vendor shall sign and submit with the bid proposal the document included as Appendix **C** in which the vendor authorizes the release of information to the Iowa DOT.

4.2.19 Firm Bid Proposal Terms

The vendor shall guarantee in writing the availability of the services offered and that all bid proposal terms, conditions and prices will remain firm for the length of the contract.

Section 5 Award Matrix of Bid Proposals

5.1 Introduction

This section describes the evaluation process that will be used to determine which bid proposal provides the greatest benefits to the Iowa DOT. The evaluation process is designed to award the contract not necessarily to the vendor of least cost, but rather to the vendor with the best combination of attributes to perform the required services.

Preliminary evaluation

The proposals will be initially reviewed to determine if the mandatory requirements discussed in Section 4 are met. Failure to meet the mandatory requirements may result in the proposal being rejected. In the event that all Bidders do not meet the mandatory requirement, the Iowa DOT reserves the right to continue the evaluation of the proposals and to select the proposal most closely meeting the requirements specified in this RFP.

The evaluation and selection process shall be done in two stages: the proposal stage and the interview stage. The interview stage shall consist of a panel interview.

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

5.2 Evaluation Committee

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

The Evaluation Committee shall consist of Iowa DOT members with special expertise in procurement of the product(s) and/or service(s) that are the subject of this RFP, knowledge of the Iowa DOT's requirements for these product(s) and/or service(s), or technical expertise in Vehicle Registration and Title System applications. Bidders may not contact members of the Evaluation Committee except at the Iowa DOT's request.

5.3 Evaluation Criteria

The proposal evaluation criteria shall be used by the Evaluation Committee for purpose of award. Items are not listed in any particular order of importance.

Evaluation Criteria
Overall quality of content of submitted proposal information
Business Knowledge Large organization with complex system knowledge and background Vehicle Registration and Title business process knowledge and background
Work History Application/programming development Test plan development Project management
Work Experience in Required Skill Sets C# Object oriented in n tier architecture MS SQL Server Stored procedures (T-SQL) .Net XML ADO.Net ASP.Net Client/server Debugging Win Forms Web Forms Batch
Interview Scoring is based on the vendor's response to the list of predetermined questions.
Cost – See Schedule of Prices
Bonus Points Any additional information, skills, expertise that may contribute to the project over and above the minimum specifications listed in the RFP

All proposals submitted will be given a point rating and total score by each member of the Iowa DOT'S Evaluation Committee based on the Evaluation Criteria in table 5.3. A lower rating may result from incomplete or unclear responses to specific criteria. The Evaluation Committee will then reconvene to review and evaluate the proposals and the members' rating. If needed, an Evaluation Committee member may revise their initial rating if information is clarified or refined at this meeting. Using the final ratings, a consensus score will be determined for each bidder. Weighting of evaluation categories is not available to the vendors prior to the bid opening on November 29, 2006.

5.4 In the Event of a Tie

The Iowa DOT will resolve tied bid proposals that are equal in all respects and tied in price by drawing lots. Whenever practicable, the drawing will be held in the presence of the vendors who are tied. If this is not possible, the drawing will be made in front of at least three persons and the drawing will be documented in writing. Whenever a tie involves an Iowa firm and a firm outside the State of Iowa, the Iowa firm will receive preference. Whenever a tie involves two or more Iowa firms and one or more firms outside of the State of Iowa, the drawing will be held among the Iowa firms only. The tied bid proposals involving Iowa produced or manufactured products and items produced or manufactured outside the state of Iowa will be resolved in favor of the Iowa product or service.

5.5 Recommendation of the Evaluation Committee

The final evaluation will be based on the criteria as listed in Section 5.3.

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 that the Iowa DOT expects to award as a result of this RFP will be based upon the bid proposal submitted by the successful vendor and this solicitation. The contract between the Iowa DOT and the successful vendor shall be a combination of the specifications, terms and conditions of the RFP, including the terms contained in Appendix A, the offer of the vendor contained in the technical and cost proposals, written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by the Iowa DOT.

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

By submitting a proposal, each vendor acknowledges its acceptance of these specifications, terms and conditions without change except as otherwise expressly stated in its proposal. If a vendor takes exception to a provision, it must state the reason for the exception and set forth in its proposal the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the RFP may be deemed non-responsive by the Iowa DOT, in its sole discretion, resulting in possible disqualification of the proposal. The Iowa DOT reserves the right to either award a contract without further negotiation with the successful vendor or to negotiate contract terms with the selected vendor if the best interests of the Iowa DOT would be served.

6.2 Contract Period

The term of the contract will commence no earlier than **January 5, 2007** and end on **June 30, 2007**.

6.3 Vendor Qualification Requirement

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

6.4 Additional Cost Items Not In Contract

The Iowa DOT is unaware of any additional contract terms that would add cost. notwithstanding, should any contract items arise that would cost additional monies, those costs shall be borne by the vendor.

6.5 Scope of Services

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

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

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

Industry Standards. Services rendered pursuant to this Contract shall be performed in a professional and workmanlike manner in accordance with the terms of this Contract and with generally acceptable industry standards of performance for similar tasks and projects. In the absence of a detailed specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard. As long as the Iowa DOT notifies the vendor promptly of any services performed in violation of this standard, the vendor will re-perform the services, at no cost to Iowa DOT, such that the services are rendered in the above-specified manner.

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

6.6 Licenses

The vendor shall be responsible for all software licenses and annual software maintenance fees required for its work that reside on the vendor's equipment.

6.7 Labor Regulations

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

6.8 Vendor’s Insurance Requirements

It shall be the vendor’s responsibility to have liability insurance covering all of the project operations incident to contract completion and the successful vendor must have on file with the Iowa DOT a current "Certificate of Insurance" prior to contract. The certificate shall identify the insurance company name and address, vendor 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 vendor(s) including a subcontractor, persons employed by a subcontractor(s), or by an independent contractor(s).

In addition to the above, the Iowa DOT 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 all other contractors, subcontractors, independent contractors, and the Contracting Authority, the minimum coverage by such insurance shall be as follows:

- Comprehensive General Liability including Contractual Liability;
- Damage; Occurrence Basis Bodily Injury; Broad Form Personal Injury; Broad Form Property Damage.

A. Bodily Injury

The vendor will purchase and maintain throughout the term of this Contract the following minimum limits and coverage:

- Each person \$1,000,000
- Each accident/occurrence \$1,000,000
- Workers Compensation \$1,000,000
- Statutory Limits \$1,000,000
- Employer's liability \$1,000,000
- Occupation Disease \$1,000,000

B. Operations

- Property Damage \$1,000,000

Failure on the part of the vendor(s) to comply with the requirements of this Article will be considered sufficient cause to suspend the work, withhold estimates, and to deny the vendor(s) any further contract awards, as provided in Article 1103.01.

The vendor(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
- Contract Period

6.9 Contract Termination

Due to the high visibility and criticality of the Vehicle Registration and Title System's expected availability to be twenty-four hours a day, seven days a week (24/7), it is imperative that the vendor consistently provides high quality services. Below are procedures that will be utilized in the event that the contract must be terminated due to the vendor's lack of ability to produce required results:

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

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

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

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

6.9.1.5 The vendor will not circumvent security measures and will adhere to all security information requirements per Iowa DOT Policies and Procedures Manual for Computer Workstations 030.02 (Appendix F), Internet and Intranet Services 030.09 (Appendix G), and Information Resources Security 030.11 (Appendix H). The vendor staff will not share their VPN access, user ids, and passwords with unauthorized persons.

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 vendor in default of its obligations under this Contract.

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

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

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

6.10.2.4 The vendor consistently uses 15 percent or more hours, per tasks, than was agreed upon with the MVST Manager, OVS Director and MVD.

6.10.2.5 The vendor consistently misses deadlines agreed upon with the MVST Manager, OVS Director and MVD.

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

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

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

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

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

6.10.2.11 The vendor's quantity of work is unacceptable to Iowa DOT. The vendor fails to perform additional assignments as requested by the MVST Manager and OVS Director.

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

6.10.2.14 The vendor's deliverable(s) cause a major outage to the Vehicle Registration and Title System outage.

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

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

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

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

6.10.3 Notice of Default

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

6.10.3.1 Immediately terminate the contract without additional written notice.

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

6.10.4 Termination Upon Notice

Following 30 days written notice, the Iowa DOT may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the vendor. Following termination upon notice, the vendor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to the Iowa DOT up to and including the date of Termination.

6.10.5 Termination Due to Lack of Funds or Change in Law

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

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

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

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

6.10.5.4 The Iowa DOT's duties are substantially modified.

6.10.6 Remedies of the Vendor in Event of Termination by the Iowa DOT

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

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

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

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

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

6.10.7 The Vendor Termination Duties

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

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

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

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

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

6.10.7.5 Issue credit to the Iowa DOT for any payments made by the Iowa DOT for services that were inappropriately billed for services that were not rendered by the vendor.

6.10.8 Unacceptable Deliverables

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

6.10.8.1 The vendor shall submit completed deliverables to the MVST Manager and OVS Director or MVST, OVS points of contact designees via electronic and hard copy for review, approval and final acceptance. The MVST Manager and OVS Director shall accept deliverables within five (5) business days or notify the vendor that deliverables are not acceptable. If the MVST Manager and OVS Director determine that any deliverable is not acceptable and the deficiencies are the responsibility of the vendor, the MVST Manager and OVS Director shall prepare a detailed written description of all deficiencies with an associated and reasonable time frame for correction, and shall deliver such notice to the vendor. The vendor shall correct all deficiencies at no cost to the Iowa DOT. If the corrective work causes any project delays, the vendor will submit a plan for regaining the project schedule for remaining work under the contract, unless otherwise allowed by the MVST Manager and or OVS Director. If the identified deficiencies have not been corrected within the specified timeline, the Iowa DOT may take these actions:

6.10.8.2 Terminate this Contract immediately upon written notice without further payment or any further obligation or liability of any kind to the vendor.

6.10.8.3 Require the vendor to correct the deficiencies within an identified time period, reserving the right to terminate at any time.

This provision does not limit any other rights or remedies the Iowa DOT may have for unacceptable work including the right to impose liquidated damages at the Iowa DOT's discretion.

6.10.9 Failure to Meet Deliverable Due Dates

Should the vendor determine, during the course of performance under this Contract, that the estimated hours to complete the assignment is insufficient or the due date for deliverables cannot be met, the vendor's Project Manager shall notify the MVST Manager and OVS Director, or MVST, OVS points of contact immediately, but not less than five days prior to the due date. The vendor shall request an extension and include a written summary outlining the reason for the delay and a proposed revised delivery schedule. At the sole discretion of the MVST Manager and the OVS Director the due date for deliverables may be extended. The Manager and OVS Director shall notify the vendor in writing of such approval. Such approval shall not constitute a waiver on the part of the Iowa DOT of its right to enforce future delivery dates. It shall be the vendor's responsibility to ensure the project remains on schedule.

6.10.9.1 If the deliverables are not delivered to the MVST Manager and the OVS Director on or before the due date and the MVST Manager and OVS Director has not extended the due date, Iowa DOT may take the action of contract termination immediately upon written notice, without further payment of any further obligation or liability of any kind to the vendor; or, require the

vendor to provide the deliverable on a revised date, reserving the same right to terminate the contract as stated above.

This provision does not limit any other right or remedy Iowa DOT may have for late deliverables, including imposition of liquidated damages, nor does it limit payment for work by the vendor submitted and accepted by Iowa DOT.

6.10.10 Unacceptable Deliverable Estimates

The MVST Manager and OVS Director shall review and accept or reject estimates within fifteen (15) days of receipt. If the MVST Manager and or OVS Director deems estimates are invalid, the MVST Manager and or OVS Director shall reject the estimates and shall provide the reason(s) it deems the estimates to be invalid, and, when applicable, shall provide specific requirements for additional data to support the estimates and provide the vendor a reasonable opportunity to review its estimates, and when appropriate, provide additional supporting information. Upon receipt of the revised estimate or additional supporting information, this process shall be repeated until the MVST Manager and OVS Director accepts the estimates.

6.11 Force Majeure

Neither the vendor 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 vendor shall not be considered a "force majeure" unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Contract.

"Force majeure" does not include: financial difficulties of the vendor or any parent, subsidiary, affiliated or associated company of the vendor; claims or court orders which restrict the vendor's ability to deliver the goods or services contemplated by this Contract.

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

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

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

6.12 Indemnification by Vendor

The vendor 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 vendor's representations or warranties; or

Any acts or omissions, including, without limitation, negligent acts or omissions or willful misconduct of the vendor, its officers, employees, agents, board members, contractors, subcontractors, or counsel employed by the vendor in the performance of this Contract, or any other reason in connection with the goods and services provided under this Contract; or

Claims for any violation of any intellectual property right including but not limited to infringement of patents, trademarks, trade dress, trade secrets, or copyrights arising from the any of the goods or service performed in accordance with this Contract; or

The vendor's performance or attempted performance of this Contract; or

Any failure by the vendor to comply with all local, State and Federal laws and regulations; or

Any failure by the vendor to make all reports, payments and withholdings required by Federal and State law with respect to social security, employee income and other taxes, fees or costs required by the vendor to conduct business in the State of Iowa.

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

6.13 Indemnification by Department

The State shall, only to the extent consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, indemnify and hold harmless the vendor from and against any and all costs, expenses, losses, claims, damages and liabilities arising directly out of the negligence or wrongful acts or omissions of any employee of the 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 vendor 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 vendor or such persons with respect to any claims, damages, judgments, liabilities or causes of action to which such persons may be subject and to which they are entitled to be indemnified hereunder.

Indemnification under this Section shall survive the termination of this Contract and shall include reasonable fees and expenses of counsel and expenses of litigation. If the 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.

6.13 Payment

Invoices are to be submitted no later than the seventh work day of the month for work completed, delivered, and accepted by the Iowa DOT in the previous month. The vendor shall submit monthly invoices for services rendered, subject to Section 3. Once approved by the **Iowa DOT OVS Director**, payment shall be processed. Invoices shall be mailed to the Iowa DOT; Contract Number shall be referenced on the invoice. Mailing Address: Iowa Department of Transportation, Office of Vehicle Services, Attn: Tina Hargis, 100 Euclid Avenue, Des Moines, IA 50313.

In the event the vendor develops code which does not perform as designed and must be rewritten, or which creates operational issues when put into production, the DOT will not pay the vendor for the work associated with the rewrite.

Payments on contract will be made monthly by means of state warrants to the extent of ninety-five percent (95%) of the value of work performed. Invoicing shall be based on the vendor's hours worked the previous month. The Iowa DOT shall retain from each monthly payment five percent (5%) of the amount due. The state will pay retainage as early as thirty (30) days after the successful end of the engagement. The Iowa DOT will not pay any additional costs, altered from bid price, unless this has been approved prior to the work performed.

6.14 Care of Property

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

6.15 Vendor Conduct

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

6.17 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.

Appendix A

Proposal Certification and Certification Regarding Debarment, Suspension, and Eligibility, and Voluntary Exclusion

Date:

Ms. Renee R. Shirley, Senior Purchasing Officer
Iowa Department of Transportation
Office of Procurement and Distribution
Purchasing Division
800 Lincoln Way
Ames, Iowa 50010

Re: Request for Proposal Number **LT00392**
Proposal Certification and Certification Regarding Debarment, Suspension, And Eligibility, And Voluntary Exclusion

Dear Ms. Shirley:

By submitting a proposal in response to Iowa Department of Transportation Request for Proposal Number **LT00392** for Programming Enhancement Services to the Iowa DOT Vehicle Registration and Title System Project (RFP), the undersigned certifies the following:

1. I certify that the contents of the proposal submitted on behalf of the vendor listed below in response to Iowa Department of Transportation for Proposal Number LT00392, Programming Enhancement Services to the Iowa DOT Vehicle Registration and Title System Project are true and accurate. I also certify that the Undersigned has not made any knowingly false statements in its proposal.
2. I certify that, to the best of my knowledge, the Undersigned and all of its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Department or Department; (b) have not within a three year period preceding this proposal been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or other 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 proposal had one or more public transactions (federal, state, or local) terminated for cause.
3. This certification is a material representation of fact upon which the Department has relied upon when this transaction was entered into. If it is later determined that the Undersigned knowingly rendered an erroneous certification, in addition to other remedies available, the Department may pursue available remedies including suspension, debarment, or termination of the contract.

Sincerely,

Name and Title

Date

Company Name

Appendix B

Certification of Independence and No Conflict Of Interest, Acknowledgement

Date:

Ms. Renee R. Shirley, Senior Purchasing Officer
Iowa Department of Transportation
Office of Procurement and Distribution
Purchasing Division
800 Lincoln Way
Ames, Iowa 50010

Re: Request for Proposal Number **LT00392**
Certification of Independence and No Conflict Of Interest, Acknowledgement That Proposal Is Based
On RFP and Firm Price Statement

Dear Ms. Shirley:

By submitting a proposal in response to **Iowa Department of Transportation**, Request for Proposal Number **LT00392** Programming Enhancement Services to the Iowa DOT Vehicle Registration and Title System Project (RFP), the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Department who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee.
2. The proposal has been developed independently, without consultation, communication or agreement with any other vendor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other vendor.
4. No attempt has been made or will be made by the undersigned to induce any other vendor to submit or not to submit a proposal for the purpose restricting competition.
5. No relationship exists or will exist during the contract period between the undersigned and the Department that interferes with fair competition or as a conflict of interest.
6. The vendor's proposal, including cost, is based solely on it's own understanding of the requirements of the RFP based on the written contents of the RFP, and any written addenda and written clarifications provided to vendors during the procurement process by the purchasing officer.
7. The vendor acknowledges and agrees that the Department is not bound by any oral or written representations, statements, promises, agreements (formal or informal), or understandings (collectively Statements) which were made at any time prior to or during the procurement process by an elected official, officer, appointed official, employee, agent, representative or consultant which are NOT expressly incorporated into the RFP or included by written addenda or written clarifications during the procurement process and issued by the purchasing officer.

Sincerely,

Name and Title

Date

Company Name

Appendix C
Authorization to Release Information

Date:

Ms. Renee R. Shirley, Senior Purchasing Officer
Iowa Department of Transportation
Office of Procurement and Distribution
Purchasing Division
800 Lincoln Way
Ames, Iowa 50010

Re: Request for Proposal Number **LT00392**
Authorization to Release Information

Dear Ms. Shirley:

The undersigned hereby authorizes the Iowa Department of Transportation ("Department") 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 vendor in response to Request for Proposal Number LT003392.

The vendor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The vendor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the Department or may otherwise hurt its reputation or operations. The vendor is willing to take that risk.

The vendor hereby releases, acquits and forever discharges the State of Iowa, the Department, 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 Department in the evaluation and selection of a successful vendor in response to Request for Proposal Number LT00392.

The vendor authorizes representatives of the Department to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the undersigned's proposal submitted in response to Request for Proposal Number LT00392.

The vendor further authorizes any and all persons, entities to provide information, data, and opinions with regard to the undersigned's performance under any contract, agreement, or other business arrangement, the undersigned's ability to perform, the undersigned's business reputation, and any other matter pertinent to the evaluation of the undersigned. The undersigned 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 undersigned that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Department in the evaluation and selection of a successful vendor in response to Request for Proposal Number LT00392.

Sincerely,

Name and Title

Date

Company Name

Appendix D

Form 103050wd
7-97



Iowa Department of Transportation

Policies and Procedures Manual

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

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 has 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.

Appendix E

Form 103050wd
8-05



Iowa Department of Transportation

Policies and Procedures Manual

Title		Policy No.
Internet and Intranet Services		030.09
Responsible Office		Related Policies and Procedures
Office of Data Services		
Effective/Revision Dates	Approval(s)	
5-21-96/ 2-2-00		

Authority: Director of the Operations and Finance Division.

Contents: This policy establishes the responsibilities and procedures for Departmental access to and use of the Internet and Intranet.

Affected Offices: All

Who to Contact for Policy Questions: Director, Office of Data Services.

Definitions:

Internet – A loose collection of millions of computers around the world whose users can pass along information and share files no matter which of those computers they are using. For the purposes of this policy Internet includes all computer online services such as, but not limited to, e-mail, CompuServe, World Wide Web, and bulletin boards.

Intranet – The term used to describe local Transmission Control Protocol/Internet Protocol (TCP/IP) – based computer networks that are connected together. An *Intranet* is the web on a Local Area Network (LAN), protected from outside access by a firewall. The Department's version of the Intranet shall be designated *DOTNET* and is referred to as such in the remainder of this policy.

Forms: None.

Policy and Procedure:

VIII. Requests for Internet/DOTNET Access

- A. Each office director shall determine the office's need for Internet/DOTNET access and contact the office's Automation Support Team to arrange for the necessary access.
- B. The Office of Data Services shall process all office requests for Internet/DOTNET access and respond to them in the order received or on a Departmental priority basis. The

Automation Support Teams shall contact the Director of the Office of Data Services as necessary to resolve any priority questions that might occur.

IX. Use of the Internet/DOTNET

- A. Internet/DOTNET is provided for official use by employees to accomplish their job duties and responsibilities.
- B. Personal, nonbusiness use of the Internet or e-mail may be allowed under the following conditions:
 - 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.
- C. Each Internet user shall check all software and information files the user downloads from the Internet for computer viruses. The user shall contact the user's Automation Support Team for any needed assistance in the use of virus detection software.
- D. The DOTNET information provider shall be responsible for checking all information to be uploaded for computer viruses. If assistance is needed in using virus detection software, the information provider shall contact the Automation Support Team.
- E. Files stored on Department computers are public records. Each Internet/DOTNET user shall comply with Policy No. 030.05, *Records*, regarding the release of records.
- F. A file intended for distribution to the public, to other governmental agencies or to a majority of DOT employees is a *publication* and must be approved by the Technical Editor and the Director of Transportation before it is released. See Policy No. 000.04, *Publications, Printing and Related Services*.
- G. Each Internet user shall follow the generally accepted etiquette of the Internet, respecting 1) the privacy and privileges of other users, 2) the legal protection of programs and data provided by copyright and licensing, and 3) the integrity of computing systems connected to the Internet. The user's support team may be contacted for guidance on etiquette.
- H. Unauthorized hardware shall not be connected to Department computers. Unauthorized software shall not be loaded or used on Department computers.
- I. The Internet/DOTNET shall not be used:
 - 1. For any unlawful purpose.
 - 2. To engage in any activity for personal gain or profit.

3. To send, receive, display, print, download or otherwise disseminate material that is defamatory, false, inaccurate, abusive, embarrassing, obscene, pornographic, profane, sexually-oriented, threatening, racially offensive, discriminatory, or illegal.
 4. To engage in partisan political activities of any nature.
 5. 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.
 6. To gamble, wager, bet or sell chances.
 7. To intentionally seek information on, obtain copies of, or modify files or data belonging to others without the authorization of the file owner.
 8. To intentionally develop programs designed to harass other users or infiltrate a computer or damage or alter its software components.
 9. To upload or download commercial software or other materials in violation of licenses, copyrights, or other state or federal laws regarding intellectual property or computer activities.
 10. To access or distribute computer games.
- J. Violators of this policy are subject to disciplinary action and to such criminal charges as may be appropriate.

X. Internet/DOTNET Support

The Office of Data Services shall:

- A. Determine the hardware and software needed for Internet/DOTNET access and the transfer of information.
- B. Write necessary instructions for Internet/DOTNET access and data transfer or storage.
- C. Establish procedures to ensure that files stored on the Department's mainframe computers or network servers are accessed only after proper authorization from the offices that are the custodians of the files.
- D. Keep backups of mainframe files and network servers sufficient to recover data lost through accident or disaster.
- E. Establish procedures to secure the Department's computer network from Internet tampering.
- F. Audit invoices received and pay all charges for Internet access, including telephone line charges, hardware, software and access/use fees.

- G. Inform all users of the Internet that the security procedures include a “firewall,” which creates an audit log detailing each individual request for access in either direction.

XI. Internet/DOTNET Advisory Group

- A. The members of the group will make recommendations concerning Internet/DOTNET policies, procedures, and implementation.
- B. Division directors shall select persons to serve on the Internet/DOTNET Advisory Group.
- C. The Office of Data Services shall appoint a staff member from that office to the Internet/DOTNET Advisory Group. This individual shall serve as a liaison between the group and the Automation Support Teams, provide Internet/DOTNET information to the group, and relay information regarding users’ problems and needs to the support teams and the advisory group.
- D. The Internet/DOTNET Advisory Group will meet as often as its membership deems necessary. The Office of Data Services shall provide staff support for the group.

Appendix F

Form 103050wd
7-97



Iowa Department of Transportation Policies and Procedures Manual

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)	

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 has 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:

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

Bidder _____

SEALED BID

PROPOSAL NO: _____

PROPOSAL
DESCRIPTION: _____

LETTING DATE: _____

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