REQUEST FOR PROPOSALS (RFP)	
RTA Connecting People to Life's Destinations	ISSUE DATE: **October 09,2026** CONTACT: **Chandra Ravada** PHONE NO: **563-556-4166** EMAIL: **cravada@ecia.org** & **dfox@ecia.org**
SUBMIT PROPOSAL PRIOR TO: CLOSING DATE: **November 20, 2026** CLOSING TIME: **Before 12:00 P.M. (Central Standard time (CST))**	SUBMIT TO: **See Section I.D** FAX NOT ACCEPTED
DESCRIPTION: **MOVE Initiative (Mobility Outreach, Visibility & Education) Project**	
☐ **RECEIPT OF PROPOSALS ACKNOWLEDGEMENT** If you are considering a response to this RFP, please mark the box to the left, fill in the information below and return this sheet as confirmation that you received this RFP. ☐ **NO RESPONSE REPLY** If you do not want to respond to this RFP at this time, please mark the box to the left, fill in the information below and return this sheet only.	
COMPANY NAME:	DATE:
MAILING ADDRESS:	
CITY/STATE:	ZIP CODE:
AUTHORIZED SIGNATURE:	
PRINTED NAME:	
TITLE OF AUTHORIZED REPRESENTATIVE:	
EMAIL:	PHONE:

CONTENTS

I. INSTRUCTIONS FOR SUBMITTAL OF PROPOSAL

A. Summary

B. RFP Schedule

C. General Instructions

D. Required Elements in Response/Response Format

E. Selection Process

F. Evaluation Criteria

G. Special Conditions

II. PROJECT DESCRIPTION

A. Introduction

B. Scope of Services

III. ATTACHMENTS

Attachment A –State and Local Requirements

I. INSTRUCTIONS FOR SUBMITTAL OF PROPOSAL

A. SUMMARY

DELAWARE, DUBUQUE, AND JACKSON COUNTY REGIONAL TRANSIT AUTHORITY (RTA) hereby issues this Request for Proposal (RFP) in order to solicit proposals from individuals, firms, and teams with experience in providing consultant services for MOVE Initiative (Mobility Outreach, Visibility & Education).

B. RFP SCHEDULE

Consideration of the responses will be governed by the following schedule, which is subject to revision by RTA.

Milestone	Details	Date
Distribution	RTA will distribute the Request for Proposals to respondents and firms that have indicated interest in the project or demonstrated relevant experience with transit outreach, education, communications, or related services. The solicitation will also be posted on RTA's website.	October 09, 2026
Questions and Clarifications	Questions regarding this RFP must be submitted by email to Chandra Ravada and Jack Studier at cravada@ecia.org and dfox@ecia.org. Written responses, clarifications, and addenda, if any, will be posted on the RTA website. Prospective respondents are responsible for checking the website for updates.	October 30, 2026 11:00 AM CT
Submittals Due	Proposals must be submitted digitally in PDF format by email to cravada@ecia.org and dfox@ecia.org. Respondents should identify the solicitation name in the subject line.	**November 20, 2026 12:00 PM CT**
Evaluation of Proposals	RTA will evaluate proposals using the criteria identified in this RFP and may request additional information or clarification as needed.	November 23–30, 2026
Interviews	Interviews, if required, will be scheduled by RTA. Respondents selected for an interview will be notified on or before November 30, 2026.	December 08–10, 2026
Recommendation and Authorization	Following review and scoring, RTA staff will prepare a recommendation and seek authorization from Iowa DOT to proceed with contract negotiations.	December 11 - 29, 2026
Recommendation and Authorization	Following approval from Iowa DOT RTA will seek authorization from the RTA Board of Directors and Iowa DOT to proceed with contract negotiations.	January 6, 2027
Contract Execution	RTA will begin contract negotiations with the selected respondent or respondents. RTA may contract with one or more respondents to complete the scope of work.	February 3, 2027

C. GENERAL INSTRUCTIONS

1. **Questions** - Questions regarding this solicitation should be submitted on or before the date listed above via email to cravada@ecia.org and dfox@ecia.org.
2. **Project Direction** – Chandra Ravada, Director of Transportation, Planning and Transit Services, will be responsible for providing direction to the selected respondent(s).

3. **Signatory Requirements** - Responses must be signed by a duly authorized official of the respondent. Consortiums, joint ventures, or teams submitting responses will not be considered responsive unless it is established all contractual responsibility to RTA with regard to the project shall rest solely with one contractor or legal entity, which shall not be a subsidiary or affiliate with limited resources. Each response should indicate the entity responsible for execution on behalf of the team.
4. **Responses to RFP** - All responses to this solicitation become the property of RTA upon receipt and will not be returned to the respondent. Selection or rejection will not affect this right. RTA shall have the right to use any or all of the ideas or adaptations of the ideas contained in any response received, excluding case study materials or other reference materials prepared for clients of respondent. Any confidential/proprietary information submitted in response to this request shall be readily identified, clearly marked and separated from the rest of the response. Co-mingling of confidential/proprietary and other information is not acceptable. Submittals will be managed in accordance with applicable state public records laws and procurement regulations. Neither cost information nor the total response will be considered confidential/proprietary.

D. REQUIRED ELEMENTS IN RESPONSE/RESPONSE FORMAT

Firms, teams, or individuals responding to this solicitation shall provide the following information in their proposals in the order listed below. Only complete submittals will be evaluated.

1. **Cover Letter** - Respondents should submit a cover letter expressing their interest in the project. The letter must contain, at a minimum, the following information:
    a. Statement of interest referring to the MOVE Initiative.
    b. Certification stating the information and data submitted is true and complete to the best knowledge of the individual signing the letter.
    c. Respondent's name, address, telephone number, fax number and e-mail address of the individual to contact regarding the submittal.
    d. An authorized principal or partner of a firm shall sign the letter.
    e. Identification of whether the prime respondent is certified as a Disadvantaged Business Enterprise (DBE), or a statement identifying the respondent's DBE participation goals, if applicable.
2. **Qualifications and Experience of the Respondent(s)** - Respondents shall describe projects and experience of the past three years relevant to the draft scope of services described in Section II, Project Description, below. Respondents should place particular emphasis on projects for which key staff to be assigned to this project have either been primarily responsible or have performed substantial work. If subcontractors are to be used, the means by which these firms will participate must be specified and their experience and credentials presented in this section. Section. Subconsultant cannot be added after selection unless approved by the RTA.

3. **Qualifications and Experience of Key Staff** - Respondents shall identify the key individuals to be assigned to this project (by name and position) and describe the work tasks assigned to each individual. The respondent must also provide experience summaries of these key individuals, describing for each individual their previous experience on similar projects in similar roles, their educational background, and their length of tenure with the consulting firm. Resumes of these key individuals may also be included. Respondents shall also list any professional affiliations, licensures, and certifications pertinent to the work described in Section II, Project Description.
4. **References** - Respondents shall submit names, addresses, and phone numbers of references familiar with the Respondent's ability, experience, and reliability in the performance and management of projects of a similar nature. Briefly summarize the project for which a reference is provided.
5. **Cost Information** - Respondents shall provide cost information to expediate contract negotiations if selected. Cost information will not be used as part of the proposal scoring or selection process.
6. **Project Management and Scheduling Expertise** - Respondents shall identify the management techniques they are using to assure the completion of projects within schedule and budget.
7. **Insurance Requirements** - Respondents shall acknowledge the insurance requirements identified below and confirm their ability to meet the minimum coverage requirements. Any contract resulting from this solicitation will require the selected respondent to procure and maintain, and to require each subcontractor to procure and maintain, the minimum insurance coverages listed below.

   The selected respondent shall maintain insurance coverage of the type and in the amounts set forth below for the duration of the contract period, unless otherwise approved in writing by RTA.

   - The selected respondent shall be responsible for maintaining liability insurance covering all project operations related to contract performance. A current Certificate of Insurance shall be provided to RTA prior to contract execution. The certificate shall identify the insurance carrier, respondent name, policy period, policy type, coverage limits, and scope of work covered. This requirement applies to work performed by the selected respondent, its employees, subcontractors, independent contractors, or any other persons performing work under the contract.
   - RTA shall be listed as an additional insured, or a separate owner’s protective policy shall be provided showing RTA as an insured party.
   - Insurance shall be provided by an insurance company authorized to do business in the State of Iowa. For independent contractors engaged solely in the transportation of materials, minimum coverage shall be not less than that required by Chapter 325A, Code of Iowa. For all other contractors,

subcontractors, independent contractors, and RTA, minimum coverage shall include the following:

- Commercial General Liability including Contractual Liability;
- Contingent Liability; Explosion, Collapse and Underground Drainage (as applicable)
- Damage; Occurrence Basis Bodily Injury: Broad Form Personal Injury; Broad Form Property Damage.

Bodily Injury

The responsible party shall review the project scope and compare to industry guidelines to ensure adequate insurance coverage meets or exceeds the minimums as indicated below throughout the contract period:

▪ Each person	$750,000
▪ Each accident/occurrence	$750,000
▪ Workers Compensation	$750,000
▪ Statutory Limits	$750,000
▪ Employer's liability	$750,000
▪ Pollution liability (as applicable)	
▪ Occupation Disease	$750,000

Operations

▪ Property Damage	$250,000 each

occurrence The Contractor(s) shall require all subcontractor(s) to meet the above insurance requirements.

The Certificate of Insurance shall include the following;

- Iowa Department of Transportation and DELAWARE, DUBUQUE, AND JACKSON COUNTY REGIONAL TRANSIT AUTHORITY (RTA) must be listed as an additional insured
- Bid Number
- Bid Description
- Bid opening date and contract period

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

8. **Reservations and Special Conditions** - The respondent should review the Special Conditions in Section G below, and the State Requirements in Attachment A. The respondent should note any elements/reservations, special conditions, constraints, and exclusions related to the terms of this solicitation. Failure to comply with the requirements in Attachment A may result in termination of the contract with the selected respondent.

9. **Hold Harmless** - Unless prohibited by state law, , the Contractor agrees to indemnify, save, and hold harmless the RTA Organization, RTA Board of Directors and RTA employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract.
10. **Bid Bond Requirements –** No bid bond will be required for this request for proposals.
11. **Submission** - Promotional literature of a general nature will not be considered in the selection process. The proposal must be submitted as a single electronic PDF formatted for printing on **8.5" x 11"** pages. The proposal is limited to **25** single-sided pages. This page count includes all components such as covers, cover letters, dividers, appendices, etc. Additionally, the maximum file size for the proposal is **10 megabytes**.

E. SELECTION PROCESS

RTA will establish a proposal review team to evaluate the responses received. After review, oral interviews with the most qualified respondent(s) may be conducted at the discretion of the review team. RTA staff will recommend a respondent or respondents to the RTA Board of Directors on or before January 6, 2027. Upon Iowa DOT's and RTA Board's approval, the selected respondent(s) will be notified, and contract negotiations will begin.

F. EVALUATION CRITERIA

Evaluations of proposals will be based on the following criteria (up to 50 points):

1. **Experience and Capability** - Respondents will be evaluated with respect to the experience of the respondent(s) and personnel assigned to the project both in terms of past efforts in this type of work and the quality and level of commitment to this project. Of prime concern will be the capabilities and accomplishments of the individuals to be assigned to this particular project. (10 Points)
2. **Responsiveness to Project Scope** – Adequate answers and information pertaining to each item identified as part of the Scope of Services in II.B. Respondents will be evaluated based on information they provide to adequately demonstrate how they will meet the requirements set forth in the Scope of Services section. (15 Points)
3. **Schedule** – Project schedule will be considered in the selection; however, it will not be the primary determining factor. (5 Points)
4. **References -** Information provided by respondent's references addressing the knowledge, skills, abilities, and performance of the respondent to complete the work outlined below will be included in the staff evaluation of the response. (10 points)

5. **Other -** Other factors include presentations by respondents if they are invited to present after preliminary scoring of proposals is complete. The selected respondents will be provided with a week's time to prepare presentations. (10 Points)

G. SPECIAL CONDITIONS

1. **Rejection Rights** - All respondents are notified that the execution of a contract pursuant to this solicitation is dependent upon approval by RTA. RTA reserves the right to reject all responses and re-solicit if deemed by RTA to be in its best interests, and to abandon the project and this RFP at any time for any or no reason. Selection of a respondent or respondents is also conditioned on the negotiation of an acceptable contract.
2. **Other Conditions: Reservation of Rights** - This is a solicitation and not an offer to contract. The provisions in this solicitation and any procurement or purchasing policies or procedures of RTA are solely for the fiscal responsibility of RTA and confer no rights, duties, or entitlements to any party submitting responses to this solicitation. RTA reserves the right to issue clarifications and other directives concerning this solicitation, to make and issue modifications to the solicitation schedule; to require clarification or further information with respect to any response or proposal received; to waive any informalities or irregularities; and to determine the final scope and terms of any contract, and whether to enter any contract. The provisions herein confer no rights, duties or entitlements to any respondent.
3. **Costs of Response Preparation and Other Charges -** Respondents are solely responsible for all costs of preparing their proposals and participation in this solicitation and RTA assumes no responsibility for payment of any expenses incurred by a respondent as part of this process. For the selected firm, no reimbursement will be made by RTA for any costs incurred prior to full execution of a contract and issuance of written notice by RTA to commence project services.
4. **Conflict of Interest** - Respondents shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of respondent's obligations in this project. Respondents shall acknowledge with respect to any subsequent contract, even the appearance of a conflict of interest is harmful to RTA's interests. Absent RTA's prior written approval, respondents shall refrain from any practices, activities or relationships which reasonably appear to be in conflict with the full performance of respondent's obligations to RTA. If a conflict or appearance exists, or if respondent is uncertain whether a conflict or the appearance of a conflict of interest exists, respondent shall submit to RTA a disclosure statement setting forth the relevant details for RTA's consideration.

Failure to promptly submit a disclosure statement or to follow RTA's direction in regard to the apparent conflict constitutes a breach of contract.

5. **State and Local Requirements** - The selected respondent shall be responsible, at all times during the execution of the project, for strictly adhering to and complying with all applicable state laws and regulations, including but not limited to those set forth in Attachment A. Respondent further acknowledges and agrees it shall comply with all terms and conditions set forth in a "Purchase of Transit Service Contract" developed by RTA.

6. **Suspension and Debarment** - By submitting a proposal in response to this solicitation, the respondent represents its organization, and its principals are not suspended or debarred per state requirements.

7. **Period of Performance** - Performance of the contract resulting from this solicitation is anticipated to begin on or about February 3, 2027. The project should be substantially implemented by September 2027 to support grant-related reporting and implementation deadlines. The overall contract period will continue through June, 2028.

II. PROJECT DESCRIPTION

A. INTRODUCTION

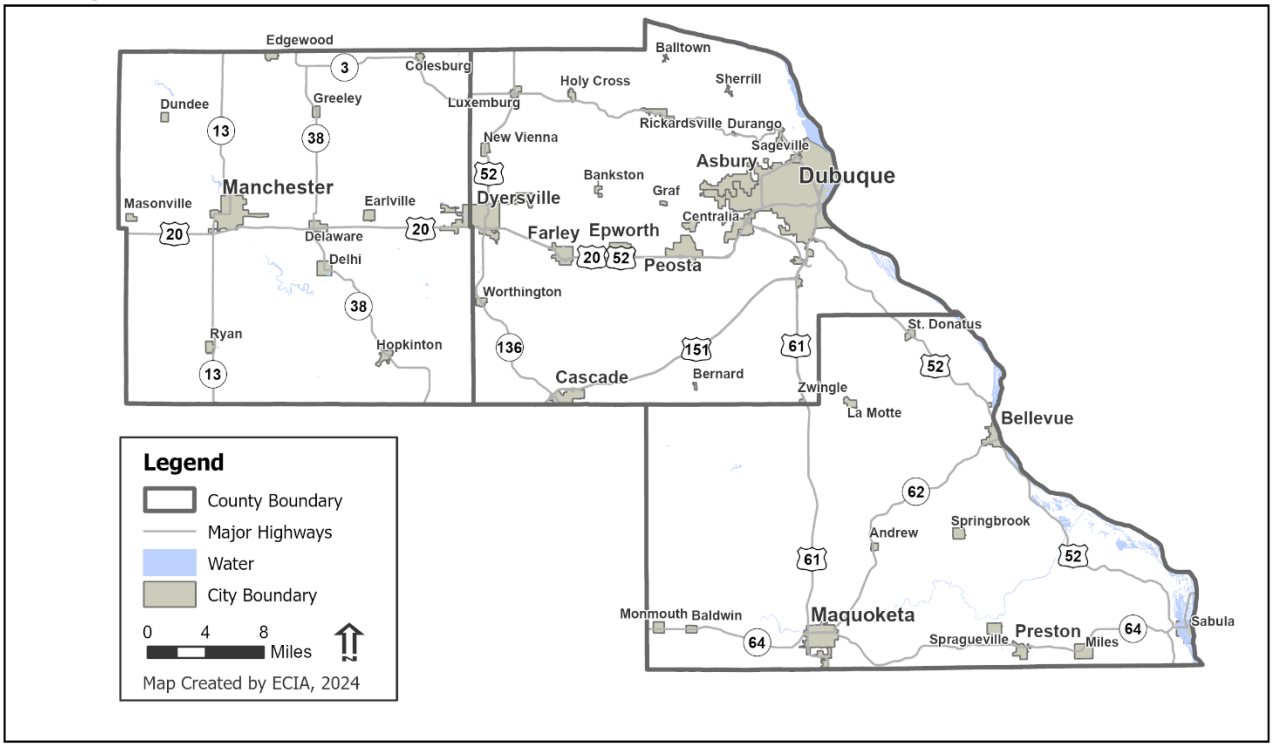
The Delaware, Dubuque, and Jackson County Regional Transit Authority (RTA) is a nonprofit organization governed by a Board of Directors. RTA provides and promotes public transportation services in Delaware, Dubuque, and Jackson counties in Iowa and is recognized by the Iowa Department of Transportation as the regional public transit system for these counties.

The MOVE Initiative (Mobility Outreach, Visibility & Education) was recommended as part of the RTA Strategic Plan to improve public awareness, understanding, and use of public transportation services throughout Delaware, Dubuque, and Jackson counties with the broad goal of increasing the overall use of the system, measured in ridership.

RTA seeks consultant services to implement the MOVE Initiative as a coordinated transit education, outreach, visibility, communications, and recruitment-support program. The initiative should help residents, riders, first-time users, potential riders, community partners, and paid and volunteer driver applicants better understand available services, how to use them, where to obtain assistance, and how to support RTA's regional mobility mission. The program should also include a process for annual review, performance tracking, and refinement.

The map shows the service area (Region 8) where the MOVE initiative will be implemented in Iowa.

RTA 8 Service Area



B. SCOPE OF SERVICES

1. Consultant Services Overview

The selected consultant shall provide professional services to plan, develop, implement, and support a coordinated transit education, outreach, visibility, communications, and recruitment-support initiative for RTA. Services shall be designed to improve public awareness and understanding of available transit services, assist riders and potential riders in using the system, strengthen community partner engagement, support paid and volunteer driver recruitment efforts, and build RTA's long-term capacity to communicate and promote services.

2. Project Timeline

The MOVE Initiative project timeline is expected to be completed over a two-year period. In year one, ending September 2027, the consultant will work with RTA staff and the project steering committee to complete the following tasks:

- Evaluate existing outreach and communications efforts.
- Identify outreach and communications strategies.
- Develop new messaging, branding, and educational materials and guidance.
- Create a detailed implementation plan and evaluate and refine the program based on performance.

In year two, October 2027 to June 2028, the focus of the MOVE Initiative will shift to implementation. RTA staff will begin implementing the strategies and actions identified in the implementation plan. The consultant will support the implementation effort, helping staff evaluate the program based on the performance measures established in year one. The consultant will document the lessons learned, identify opportunities for improvement, and revise program materials, guidance, and implementation strategies as needed based on the performance data, stakeholder feedback, and other information gathered throughout the implementation the process.

3. Evaluate Existing Outreach and Communications Efforts

The consultant shall review existing passenger information, outreach materials, website content, branding, communication practices, driver recruitment materials, and related RTA resources. The review shall identify current strengths, gaps, barriers to understanding or participation, and opportunities to improve the clarity, accessibility, consistency, and effectiveness of RTA communications.

4. Outreach and Communications Strategies

The consultant shall prepare a comprehensive outreach and communications strategy that identifies priority audiences, key messages, outreach methods, community partners, implementation priorities, staffing or coordination needs, and a recommended sequence of activities. The strategy shall be practical for RTA staff and partners to implement during and after the contract period. Outreach and communications strategies will focus on two broad areas: Community Awareness and Driver Recruitment.

a. Community Awareness

The consultant shall develop strategies for building awareness of the RTA across the communities it serves. These strategies will help residents, riders, first-time users, potential riders, community partners, and paid and volunteer driver applicants better understand available services, how to use them, where to obtain assistance, and how to support RTA's regional mobility mission. The program should also include a process for annual review, performance tracking, and refinement.

b. Driver Recruitment

The consultant shall review RTA's existing paid and volunteer driver recruitment process, including outreach methods, recruitment messaging, marketing materials, application pathways, and coordination practices. Based on this review, the consultant shall recommend strategies to improve recruitment of paid and volunteer drivers, strengthen visibility of driver opportunities, and align recruitment messaging with the broader MOVE Initiative.

5. Messaging, Branding, and Educational Materials and Guidance

The consultant shall develop consistent messaging, branding guidance, and plain-language educational materials for use in print, digital, website, social media, outreach, partner referral, recruitment, photography, and video formats. Materials shall be visually accessible, easy for RTA staff to update, and appropriate for riders, potential riders, first-time users, community partners, and paid and volunteer driver recruitment audiences. The materials shall support

clear and consistent communication across all RTA public-facing platforms and outreach activities. Activities in this area will fall into three broad categories: Passenger Information, Community Outreach and Transit Education, and Driver Recruitment.

a. Passenger Information

The consultant shall review RTA's and passenger-facing information and provide clear, practical recommendations and draft content improvements that make transit information easier for residents, riders, community partners, and first-time users to find, understand, and use. Recommendations and deliverables shall address common customer questions, including:

- Where does the RTA go?
- How does it work?
- How do I get started?
- How much will it cost?

b. Community Outreach and Transit Education

The consultant shall identify priority outreach locations, underserved or hard-to-reach populations, and community-serving organizations that can help connect residents to transit information, rider education, and driver recruitment opportunities.

The consultant shall coordinate with community-serving organizations and support presentations, information sessions, demonstrations, referral tools, and partner-ready materials that help residents understand how transit can support daily travel needs. Outreach activities shall be coordinated with RTA staff and tailored to the needs of each partner audience.

Potential outreach partners may include, but are not limited to, the following:

- Senior centers and aging services
- Workforce development agencies
- Healthcare providers and clinics
- Social service organizations
- Educational institutions and civic groups

Outreach materials and activities shall be tailored to partner needs, such as medical-trip information for senior centers, job-access transportation information for workforce partners, and simple referral tools for healthcare and social service providers.

The consultant shall document outreach feedback, identify common questions or barriers, and recommend additional neighborhoods, populations, or service locations where transit education would be most useful.

c. Driver Recruitment

The consultant shall review the RTA's driver recruitment information and provide recommended updates and draft content that improve the visibility of paid and volunteer driver opportunities, explain basic role expectations and application steps, and align recruitment messaging with the broader MOVE Initiative

d. Deliverables - Messaging, Branding, and Educational Guidance and Materials

All recommended website, digital, print, and video materials shall be developed with accessibility in mind and shall comply, as applicable, with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, and accepted accessibility practices, including plain language, readable formatting, appropriate color contrast, alternative text guidance for images, captions or transcripts for videos, and accessible electronic file formats.

Required deliverables include, but are not limited to, the following:

- A messaging and branding guide for the MOVE Initiative, including key messages, audience-specific language, and recommended use across print, digital, website, social media, outreach, and partner materials.
- Plain-language rider education materials explaining available services, service areas, eligibility, who can ride, fares, payment procedures, reservation requirements, customer assistance contacts, and frequently asked questions.
- First-time rider materials explaining how to schedule, plan, board, and complete a trip, including what riders should expect before, during, and after pickup.
- Instructional video content explaining how to book a trip, how to ride RTA, how to prepare for pickup, and what first-time riders can expect.
- Partner referral materials that community organizations can use to help residents understand RTA services and connect them with transportation assistance.
- Paid and volunteer driver recruitment materials explaining available opportunities, basic role expectations, application steps, training or onboarding requirements, and the community value of serving as an RTA driver.
- Driver recruitment video content that supports outreach to paid and volunteer driver candidates.
- Professional photographs and other media assets that RTA may use in outreach, website, social media, recruitment, and educational materials.
- Editable source files and final production-ready files for all materials, provided in formats that RTA staff can reasonably update and reuse after the contract period.
- Website page organization and navigation improvements that make passenger information easier to find, understand, and use. RTA staff will implement the recommended improvements to the RTA 8 website.

- Frequently asked questions, customer assistance information, and mobile-friendly content recommendations that address common rider and community partner questions. . RTA staff will implement the recommended improvements to the RTA 8 website.

- Driver recruitment website content that improves the visibility of paid and volunteer driver opportunities and explains basic role expectations, application steps, and the value of serving as an RTA driver. RTA staff will implement the recommended improvements to the RTA 8 website.
- Consistent website language, terminology, formatting, and visual presentation across passenger information, outreach content, and driver recruitment pages. RTA staff will implement the recommended improvements to the RTA 8 website.

6. Implementation, Evaluation, and Refinement

The consultant shall support implementation, evaluation, and refinement of the MOVE Initiative throughout the contract period. Initial deployment, early monitoring, and grant-related implementation documentation shall be substantially completed by September 2027; ongoing refinement and final documentation shall continue through the end of the contract period.

a. Implementation Plan

The consultant shall provide a detailed implementation plan. The implementation plan will describe the steps RTA staff should follow to implement the MOVE Initiative's Outreach and Communications Strategies using the Messaging, Branding and Educational Materials and Guidance. The implementation plan will establish a performance measurement framework that identifies recommended metrics, available data sources, reporting methods, benchmarks, and evaluation responsibilities. The framework shall help RTA assess outreach effectiveness, rider education, website and passenger-information improvements, community partner referrals, first-time rider participation, ridership impacts, and paid and volunteer driver recruitment support.

b. Evaluation and Refinement

In year two of the project, October 2027 to June 2028, RTA staff will begin implementing the strategies and actions identified in the implementation plan. The consultant shall support the implementation effort, helping staff evaluate the program based on the performance measures established in year one. The consultant will document the lessons learned, identify opportunities for improvement, and revise program materials, guidance, and implementation strategies as needed based on the performance data, stakeholder feedback, and other information gathered throughout the implementation the process.

Evaluation measures shall include, but are not limited to, the following:

- Educational materials developed and distributed
- Website and passenger-information improvements completed
- Outreach activities, presentations, or demonstrations completed
- Community organizations and referral partners engaged
- Community, rider, partner, and staff feedback received
- Common questions, barriers, and service-understanding issues identified
- Performance measures, including rides by location, service area, trip purpose, and type of user served, based on available RTA data.
- Changes in rider inquiries, first-time rider participation, partner referrals, and driver recruitment inquiries or applicant activity over time.

The consultant shall use performance data, outreach feedback, and stakeholder input to refine materials, website content, outreach methods, referral tools, recruitment-support materials, and implementation recommendations.

c. Deliverables – Implementation, Evaluation, and Refinement

At the conclusion of the project, the consultant shall provide final recommendations and a sustainable package of outreach materials, website resources, communication tools, partner

engagement resources, recruitment-support materials, and evaluation findings that RTA can continue using and updating after the contract period.

7. Expected Outcomes

The MOVE Initiative is expected to produce practical, measurable, and reusable benefits for riders, community partners, paid and volunteer driver recruitment, and RTA operations.

- Greater public awareness of RTA transit services across Delaware, Dubuque, and Jackson Counties
- Improved understanding of service areas, eligibility, scheduling, fares, reservations, and how to ride
- Improved visibility and messaging for paid and volunteer driver recruitment opportunities
- More confidence among first-time and potential riders
- Clearer, more accessible passenger information across print, digital, website, and video formats
- Improved website organization and first-time rider information so residents can more easily find answers online
- Stronger relationships with community-serving organizations
- Reusable outreach, education, website, video, and recruitment materials that RTA staff can continue updating after the contract period
- Reduced confusion about how to use transit
- Less staff time spent answering routine information questions
- Improved ability to track outreach effectiveness, partner referrals, first-time rider participation, and ridership impacts over time
- Increased long-term capacity for RTA to communicate, promote, evaluate, and sustain transit awareness throughout the region

Expected Benefit: The MOVE Initiative will help RTA increase public awareness, improve rider understanding, strengthen community referral partnerships, and support paid and volunteer driver recruitment. By creating clear, accessible, and reusable outreach, website, print, digital, and video materials, the initiative will help residents know transit exists, understand how to use it, and feel more confident relying on RTA as an essential regional mobility resource.

III. ATTACHMENTS

ATTACHMENT A – STATE AND LOCAL REQUIREMENTS

RTA has received funds from the Iowa DOT and as such must follow the DOT state terms and conditions as applicable. RTA shall be considered synonymous with Iowa DOT throughout the terms and conditions below. Note that IMPACS will not be used but instead the solicitation procedures above and that protests are filed with RTA.



Standard Bid Terms and Conditions

-FORMAL-

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

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

- Addendums to the solicitation
- Solicitation-
- Responses to Responder Questions
- Line item or package pricing
- Specifications
- Plans and Drawings
- Supplemental Terms and Conditions
- Standard Terms and Conditions

(Example - if there is a statement in the Specifications that contradicts a statement in the Standard Terms and Conditions, the statement in the Specifications shall apply)

Bid Responses: All responses must address all aspects of the bid.

Responses must be submitted prior to the due date and time indicated in the bid opportunity or other specified areas throughout the solicitation. The bidder's signature certifies they have

read, understood and can meet the requirements. The bidder's electronic or sealed hard copy shall become the official response to be considered for award.

Revisions: Bidders who submit responses in advance of the bid opening date may withdraw, modify, and resubmit their response at any time prior to the bid opening date and time. Bidders must notify the purchasing agent in writing if they wish to withdraw their Bid Response. A Bidder shall not withdraw its Bid Response or its prices prior to the end of the one hundred and eighty

(180) day period immediately following the "Recommendation of Award".

A. Bid Opportunity

1. **Opening:** The opening of bid responses will be made public on the IMPACS website unless otherwise specified.

2. **Communications:** Questions concerning this bid shall be directed to only the purchasing agent listed in the bid opportunity. Inquiries shall be submitted within the IMPACS system. Written bids can be accepted if bidder does not have the means to submit electronically. Bidders shall contact the agent assigned to the bid opportunity. In all cases, written communication will take precedence over verbal communication.

3. **Proposal Guaranty:** If required, the bid opportunity will indicate the fixed percent of the security based on the cost of the bid. Security can be supplied in one of the following ways:

   Certified check or credit union certified share draft, cashier's check, or bank draft, drawn on a solvent bank or credit union. Certified checks and certified share drafts shall be drawn and endorsed in the amount indicated.

   Checks or drafts shall be made payable either to the Iowa Department of Transportation (Iowa DOT) or to the bidder. If payable to the bidder, the check or draft shall be endorsed without qualifications to the Iowa DOT by the bidder or an authorized agent. **(2)** An insurance or surety company may be retained for the purposes of providing a proposal guaranty as required in the bid opportunity. If a proposal guaranty is chosen as the method of security, the Iowa DOT's Proposal Guaranty form 131084 must be used and submitted with the bid response to be considered for award. **No other forms will be accepted.**

4. **Pricing and Discount:** Unit prices shall be provided for each line of the bid as defined. If there is a discrepancy between the unit prices, extended price, or total amount of response, the unit prices shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase order. Discounts for early payment are allowed, but not considered in award of the contract.

5. **Acceptance/Rejection:** The Iowa DOT reserves the right to accept or reject any or all bids and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any other bidder(s). Any unauthorized changes, additions, or conditions including any ties to another bid opportunity or any reservations about accepting an award or entering into a contract, may result in rejection of the bid. Bid prices shall remain available for award for thirty (30) days from the bid due date.

6. **Bid Results:** Bid tabulation results will be made available to bidders online within the IMPACS system or by email or standard mail. Responses will be placed in the public domain and will be open to inspection by interested parties, according to state law.

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

8. **Recycled Content:** The Iowa Code encourages purchase of products and materials with recycled content, including but not limited to paper products, oils, plastic products, compost materials, aggregate, solvents, and rubber products. Recycled items or alternatives shall be noted in the bid response, if known.

9. **Shipping Terms:** Deliveries shall be F.O.B. Destination unless otherwise specified. All deliveries shall be accompanied by a packing slip indicating the Supplier, quantities shipped, and the purchase order number(s). All delivery charges shall be included in the bid price and paid by the Supplier. No collect C.O.D. deliveries shall be accepted. When entering into a contract, the Supplier shall notify the freight company that all freight and delivery charges are to be prepaid by the Supplier. Goods delivered to the Iowa DOT Distribution Center at 931 S. 4th Street, Ames, IA shall be received between the hours of 7:00 a.m. and 3:00 p.m. on any day except Saturday, Sunday, or a holiday. For deliveries to other Iowa DOT locations, the Supplier may contact the destination location for available times to deliver as not all Iowa DOT locations have the same business hours. The Iowa DOT will not be liable for any freight claims or unpaid freight bills arising from contract or purchase order issues.

B. Award

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

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

2. **Award Protests:** Vendor appeals of awards shall be made in accordance with section 7—2506.101-103 of the Iowa Administrative Code. Appeals should be directed to: Director of Purchasing, Iowa Department of Transportation, 800 Lincoln Way, Ames, Iowa 50010. A written appeal must be received by the Director of Purchasing within five days after the Intent to Award notice has been issued by the DOT.

3. **Contracts:** Successfully awarded bidders (Contractor(s)) may be sent a formal contract as confirmation of acceptance and ward. Both are considered as binding agreements and shall be for the term stated in the solicitation. Contracts may be renewed for additional period(s) under the same terms and conditions upon mutual agreement. The successful responder shall not assign a contract to another party without written authorization from the Iowa DOT Purchasing Section. The Iowa DOT may offer a contract extension to the successful bidder when a scheduled target date cannot be met.

   Non-Exclusive Rights. Contracts are not exclusive. The Iowa DOT reserves the right to select during its term.

4. **Consumer Price Index (CPI-U):** A CPI may be allowed as specified in the terms of the solicitation and at the discretion of the Iowa DOT based on currently posted CPI-U, US City Average, All Items – non seasonally adjusted (NSA) unless otherwise specified. This applies each of any subsequent renewals, extensions, amendments issued under the contract for the duration of the contract.

5. **Service Animals:** Any contract or purchase order awarded to a bidder that employs persons that utilize service animals shall certify the following:
   5.1. The service animal has had all legally required shots and immunizations, including, but not limited to, rabies vaccinations and necessary boosters;
   5.2. The service animal has not ever bitten or otherwise attacked any individual. The animal is not aggressive towards others, and has not shown any aggressive tendencies towards others;
   5.3. The service animal will be leashed or otherwise restrained at all times while present on Iowa DOT owned property;
   5.4. The insurance coverage shall include coverage for service animal bites or other injuries caused by such animals;
   5.5. Indemnification provisions shall hold the Iowa DOT harmless against any claims arising out of or relating in any way to service animal bites or other injuries caused by animals.

6. **Payment Terms:** The Contractor will be compensated in accordance with the payment terms outlined in the Contract. The Contractor shall submit an invoice for Deliverables rendered in accordance with this Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The Agency shall verify the Contractor's performance of the Deliverables outlined in the invoice before making payment. The Agency shall pay all approved invoices in arrears and in conformance with Iowa Code 8A.514. The Agency may pay in less than sixty (60)

days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code § 8A.514. Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any Deliverables provided by or on behalf of the Contractor under this Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under this Contract. Invoices presented for payment must reference the purchase order number or contract to be submitted for processing.

7. **Default (Supplier):** Failure of the Supplier to adhere to specified delivery schedules or to promptly replace rejected materials shall render the Supplier liable for all costs in excess of the Response price when alternate procurement is necessary. This shall not be the exclusive remedy and the Iowa DOT reserves the right to pursue other remedies available to it by law or under the terms of the binding agreement.

8. **Default (Contractor):** Failure of a Contractor other than a Supplier to meet any specified project completion deadline shall render the Contractor liable for all costs incurred by the Iowa DOT that were: a) necessary to meet said deadline; or b) necessary to complete said project after said deadline. This shall not be the exclusive remedy and the Iowa DOT reserves the right to pursue other remedies available to it by law or under the terms of the agreement.

C. General

1. **Administrative Rules:** For additional details on the rules governing the action of the Iowa DOT Purchasing Section, refer to 761IAC, Chapter 20, Iowa Administrative Code, entitled “Procurement of Equipment, Materials, Supplies and Services”.

2. **Affirmative Action:** The successful bidder (including subcontractors, vendors, service providers or suppliers) 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. S u c c e s s f u l b i d de r s may be required to have a copy of their affirmative action program on file, containing goal and time specifications. Contractors doing business with Iowa in excess of $5,000 annually and employing 50 or more full time employees may be required to file with the Iowa Department of Management a copy of their affirmative action plan. Failure to fulfill these non-discrimination requirements may cause the contract to be canceled and the contractor declared ineligible for future state contracts or subject to other sanctions as provided by law or rule.

3. **Applicable Law and Venue:** The contract shall be governed under the laws of the State of Iowa. Successful bidders shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of a contract and which in any manner affect the work or its conduct. The sole and exclusive venue for any legal action relating to a contract shall be the state court of Iowa in Story County, or in the United States District Court for the Southern District of Iowa.

4. **Conflict of Interest:** No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract issued by the Iowa DOT, see Code of Iowa 314.2.

5. **Criminal History and Background Investigation**

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

6. **Debarment and Vendor Suspension:** By submitting a response, bidders certifying that it and its principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the State of Iowa or any Federal department or agency.

7. **Equal Opportunity: Bidders** must be an “Equal Opportunity Employer” as defined in the Civil Rights Act of 1964 and in Iowa Executive Order Number Thirty-four.

8. **Indemnification-Goods:** To the extent the goods are not manufactured in accordance with Iowa DOT’s designs, bidders shall defend, indemnify and hold harmless Iowa DOT, its assignees, and other users of the goods from and against any claim of infringement of any letters patent, trade names, trademarks, copyright or trade secrets by reason of sale or use of any articles purchased.

9. **Indemnification-Services:** The bidder or service provider shall defend, indemnify and hold harmless Iowa DOT, the State of Iowa, its employees, agents and officials, from and against all claims of any kind arising out of or relating in any way to the services provided to Iowa DOT by said bidder or service provider.

10. **Infringement:** Goods shall be delivered free of the rightful claim of any third party by way of infringement. Successful bidder shall defend, 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 solicitation.

11. **Iowa Open Records Law**: All bid responses are subject to terms and provisions of Iowa Code Chapter 22 Examination of Public Records (Open Records), specifically 22.7- Confidential Records.

12. **Nonmaterial and Material Variances**

    The Iowa DOT reserves the right to waive or permit cure of nonmaterial variances in a Response if, in the judgment of the Iowa DOT, it is in the Iowa DOT best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other Responders;

that do not change the meaning or scope of the RFP; or that do not reflect a material change in the services. In the event the Iowa DOT waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Responder from full compliance with RFP specifications or other contract requirements upon award. The determination of materiality is in the sole discretion of the Iowa DOT.

13. **Records Audit:** The Successful bidder agrees that the Auditor of the State of Iowa or any authorized representative of the state, and where federal funds are involved, the Comptroller General of the U.S. Government, shall have access to and the right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the contractor relating to orders, invoices, or payments of a contract or purchase order.

14. **Reference Checks:** The Iowa DOT reserves the right to contact any reference provided by the Responder to assist in the evaluation of the Responder, to verify information contained in the Response and to discuss the Responder's qualifications and the qualifications of any subcontractor or partner identified in the Response.

15. **Release of Claims:** By submitting a Response, the Responder agrees that it will not bring any claim or cause of action against the Iowa DOT based on any misunderstanding concerning the information provided herein or concerning the Iowa DOT failure, negligent or otherwise, to provide the Responder with pertinent information as intended by this RFP.

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

    16.1.1. 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.

17. **Targeted Small Businesses:** The Iowa DOT seeks to provide opportunities for women and/ or minority small business enterprises. To apply for certification as an Iowa Targeted Small Business, contact the Iowa Department of Inspection and Appeals (515-281-5796). Bidders and service providers shall take documented steps to encourage participation from Targeted Small Businesses for the purpose of subcontracting and supplying of goods or services or both.

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

19. Termination:

19.1. **Termination Due to Lack of Funds or Change in Law**

The Iowa DOT shall have the right to terminate a contract or purchase order ("Agreement")

without penalty by giving thirty (30) days written notice to the vendor as a result of any of the following:

- Adequate funds are not appropriated or granted to allow the Iowa DOT to operate as required and to fulfill its obligations under contract.
- Funds are de-appropriated or not allocated or if funds needed by the Iowa DOT, at the Iowa DOT's sole discretion are insufficient for any reason.
- The Iowa DOT's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Iowa DOT.
- The Iowa DOT's duties are substantially modified.

Following a 30-day written notice, the Iowa DOT may terminate an Agreement in whole or in part without the payment of any penalty or incurring any further obligation to the Supplier. Following termination upon notice, the Supplier shall be entitled to compensation upon submission of invoices and proper proof of claim for goods and services under an Agreement up to and including the date of termination. It is imperative that the bidder or service provider consistently provide high quality goods and services. Below are procedures that will be utilized in the event the contract is terminated due to the bidder or service provider's lack of ability to produce required results:

19.2. **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:

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

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

19.2.3. The contractor fails to comply with confidentiality laws or provisions;

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

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

19.3.1. The contractor fails to perform to the Iowa DOT's satisfaction, per the solicitation specifications and/or requirements.

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

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

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

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

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

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

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

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

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

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

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

19.3.13. The contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law

19.3.14. including bankruptcy laws; the contractor terminates or suspends its business; or the Iowa DOT reasonably believes that the contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

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

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

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

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

19.4.1. Immediately terminate the contract without additional written notice.

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

19.5. **Bidder or Service Provider Termination Duties:** Upon receipt of notice of termination or upon request of the Iowa DOT, bidder or service provider shall:

19.5.1. Cease work under the 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.

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

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

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

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

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

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

20. Contractor(s) Insurance Requirements: When insurance requirements are in effect, the resulting Contract will require the successful Contractor to maintain insurance coverage(s) of the type and in the amounts set forth below.

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

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

- The liability insurance shall be written by an insurance company (or companies) qualified to do business in Iowa. For independent contractors engaged solely in the transportation of materials, the minimum coverage provided by such insurance shall be not less than that required by Chapter 325A, Code of Iowa, for such truck operators or contract carriers as defined therein. For all other contractors, subcontractors, independent contractors, and the Contracting Authority, the minimum coverage by such insurance shall be as follows:
    - Commercial General Liability including Contractual Liability;
- Contingent Liability; Explosion, Collapse and Underground Drainage (as applicable)
- Damage; Occurrence Basis Bodily Injury: Broad Form Personal Injury; Broad Form Property Damage.

Bodily Injury

The responsible party shall review the project scope and compare to industry guidelines to ensure adequate insurance coverage meets or exceeds the minimums as indicated below throughout the contract period:

- Each person $750,000
- Each accident/occurrence $750,000
- Workers Compensation $750,000
- Statutory Limits $750,000
- Employer's liability $750,000
- Pollution liability (as applicable)
- Occupation Disease $750,000

Operations

- Property Damage $250,000 each occurrence The Contractor(s) shall require all subcontractor(s) meet the above insurance requirements.

The Certificate of Insurance shall include the following;

- Iowa Department of Transportation must be listed as an additional insured
- Bid Number
- Bid Description
- Bid opening date and contract period
- For independent contractors engaged solely in the transportation of materials, the minimum insurance coverage provided shall be not less than that required by Chapter 325A, Code of Iowa, for such truck operators or contract carriers as defined therein.

21. **Force Majeure:** Neither party shall be liable to the other for any delay or failure to perform under this Contract to the extent that such delay or failure to perform is caused by a "force majeure", and no such delay or failure to perform shall constitute a default or give rise to any claim for damages. As used in this Contract, "force majeure" includes acts of God, war, civil disturbance, epidemics, pandemics, and any other causes which are beyond the control and anticipation of the party

effected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent.

Failure to perform by a subcontractor or an agent of the Contractor shall not be considered a "force majeure" unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Contract. "Force majeure" does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of Contractor; claims or court orders which restrict Contractor's ability to deliver the goods or services contemplated by this Contract.
If a "force majeure" delays or prevents Contractor's performance, the Contractor shall immediately commence to use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be reasonably determined solely by the Iowa DOT.
During any such period, the Contractor shall continue to be responsible for all costs and expenses related to alternative performance.

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

22. Public Contract Termination:

22.1. **Construction:** 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.

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

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

23. Confidential Information – (Technology contracts)

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

The Contractor shall presume that all information received pursuant to this Contract is confidential unless otherwise designated by the Iowa DOT.

The Contractor shall provide to the Iowa DOT a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract. The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Contract. The private or confidential information shall remain the property of the Iowa DOT at all times.

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

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

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

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

24. Contractor Warranties- (Technology contracts): Construction of Warranties expressed in this contract with Warranties Implied by Law. All warranties made by the Contractor in all provisions of a contract and the bid response by the Contractor, whether or not a Contract specifically denominates the Contractor's promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to the Iowa DOT shall not be construed as limiting or

negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade.

The warranties expressed in a Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor.

The Contractor warrants that all the concepts, materials produced, the work product and the information, data, designs, processes, inventions, techniques, devices, and other such intellectual property furnished, used, or relied upon by the Contractor or the Iowa DOT will not infringe any copyright, patent, trademark, trade dress, or other intellectual property right of the Contractor or others. Any intellectual property provided to the Iowa DOT pursuant to the terms of this Contract, shall be wholly original with the Contractor or the Contractor has secured all applicable interests, rights, licenses, permits, or other intellectual property rights in such concepts, materials and work.

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

The Contractor warrants that:

- all the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel. The Contractor warrants that the deliverables under this Contract will operate in conformance with the terms and conditions of this Contract.
- they have full authority to enter into this Contract and that it has not granted and will not grant any right or interest to any person or entity, which might derogate, encumber, or interfere with the rights granted to the Iowa DOT.
- all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that the Iowa DOT will not have any obligations with respect there to.
- they are the owner of or otherwise have the right to use and distribute the software, the materials owned by the Contractor and any other materials, and methodologies used in connection with providing the services contemplated by this Contract.
- any software used in connection with the Internet Service shall not contain any Trojan horses, worms, viruses or other disabling devices.
- they expressly warrant to the standards in the industry all aspects of the goods and services provided by it or used by the Contractor and the Iowa DOT in performance of this Contract.

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

25. **Prohibited Language:** Effective July 1, 2026 and in accordance with Iowa Code 8A.311C, the following terms and conditions listed below are prohibited and shall not be part of any Purchase Orders, Quotes, Order forms, Bid Solicitation Responses, Contract Language or any additional linked Terms and Conditions:

- Indemnification/hold-harmless language benefiting the vendor.
- Vendor unilateral-change clauses or undisclosed terms.
- Any provision limiting Attorney General involvement or giving vendors settlement authority.
- Any clause imposing foreign governing law or venue outside Iowa.
- Confidentiality of contract terms or pricing.
- Attorney-fee-shifting, binding arbitration, jury-trial waivers.
- Interest charges beyond statutory limits, cancellation charges, tax obligations, commercial-insurance requirements.
- Auto-renewal notice requirements for software licenses.
- Transfer of risk of loss before DOT receives the goods.
- Vendor IP-ownership claims for federally funded work.
- Shortened limitations periods.
- Vendor boilerplate on quotes or ordering documents that imposes additional terms.

These terms unenforceable as a matter of law and the State of Iowa - DOT cannot accept them, even if they are standard in other states.

26. **Contract Governance & Litigation:** This contract shall be governed by the laws of the State of Iowa, without giving effect to any conflict of laws principles of Iowa law that may require the application of another jurisdiction's law. Any litigation commenced in connection with the contract shall be brought and maintained in an appropriate state of federal court sitting in Iowa.