



**Request for Proposal
For
Enterprise Content Management Solution
Issued by:**

IOWA DEPARTMENT OF TRANSPORTATION
Purchasing Section
Proposal No. 21693
Response Due Date: December 26, 2018

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

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

Zach Gillen
800 Lincoln Way
Ames, Iowa 50010
Phone: 515-239-1347
E-Mail: Zachary.gillen@iowadot.us

Issued addenda will be posted to internet website:

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

Procurement Timetable

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

Event/Dates	Section Reference	Date/Time		
Issue RFP	cover	November 14, 2018		
Number of returned Responses required 1-Original Technical, 1-Public Copy of Technical w/redactions, and 1-Cost proposal (1- removable media for each original Technical and Cost proposal)	4.1.3	5 Copies of Technical Response		
Vendor's Conference <input type="checkbox"/> Box will be checked when attendance is mandatory	2.32	N/A		
DOT Response from Contractor's Conference Questions	2.32	N/A		
Responder questions, requests for clarification, & changes (no later than)	2.2/2.5	November 28, 2018		
DOT response to questions issued (no later than)	2.2/2.5	December 12, 2018		
Response Due Date	2.8/2.9	December 26, 2018		
Presentations & Demonstrations "Short list" (by invitation only)	2.24/ 5.3	Week of January 28, 2019		
Announce Successful Responder Intent to Award* see note below	2.24	Week of February 4, 2019		
Completion of Contract negotiations (Preparation for execution of the contract)	2.25	February 28, 2019		
Contract Begins	Response 6.2	March 1, 2019		
Contract Duration Start Date/ End Date/ # of Renewals	6.2	<u>Start</u> 3/1/19	<u>End</u> 2/28/22	<u>Renewals</u> 3

Intent to Award

Responses will be evaluated, and a recommendation of award will be issued within thirty (90) days of the Response Due Date. Response prices, terms and conditions must be held firm for a 180-day period from the date of the notice of intent to award the contract. See Section 4.2.13



Solicitation Response

		Response Due Date December 26, 2018	Time 1:00 P.M. CST	Location 800 Lincoln Way, Ames, IA	
Proposal Number 21693	Description Enterprise Content Management Solution				
Contract Begin Date March 1, 2019	Contract Completion Date February 28, 2022	Proposal Guaranty N/A	Performance Bond N/A	Liquidated Damages N/A	
Purchasing Agent Zach Gillen		E-mail Address zachary.gillen@iowadot.us	Phone 515-239-1347	Fax 515-239-1538	
RESPONDER INFORMATION					
Company Name				Federal Tax ID	
Street Address		City	State	Zip Code	
Contact Name	E-mail Address		Phone	Fax	
Responder agrees to sell goods/services or both at the same prices, terms and conditions to any other Iowa state agency, Regent or Political Subdivision upon request. Please check Yes or No. <input type="checkbox"/> Yes <input type="checkbox"/> No			Responder is an Iowa Targeted Small Business <input type="checkbox"/> Yes <input type="checkbox"/> No		

GENERAL INFORMATION

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

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

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

We certify that:

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

-All materials, equipment goods and/or services proposed meet or exceed the specifications and will be supplied in accordance with the entire contents of this solicitation including delivery schedules.

-No relationship exists or will exist during the contract period between the Contractor and the Iowa DOT or any Participating Agencies that interferes with fair competition or constitutes a conflict of interest.

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

Signed _____ Date _____



Iowa Department of Transportation
Standard Terms and Conditions
For
Submission of Responses to Solicitations
-FORMAL-

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

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

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

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

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

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

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

A. Solicitation

1. **Opening:** The openings of responses are made public and conducted at the Iowa DOT, Ames complex unless otherwise specified. Responses received after the time of the opening will be returned unopened and considered non-compliant.
2. **Communications:** Questions concerning this solicitation should be directed to the purchasing agent listed on the Solicitation Response page. Inquiries can be written, phoned, or faxed. In all cases, written communication will take precedence over verbal communication.
3. **Proposal Guaranty:** If required, the Solicitation Response page will indicate the fixed percent of the security based on the cost of the Response. Security can be supplied in one of the following ways: **(1)** Certified check or credit union certified share draft, cashier's check, or bank draft, drawn on a solvent bank or credit union. Certified checks and certified share drafts shall be drawn and endorsed in the amount indicated. Checks or drafts shall be made payable either to the Iowa Department of Transportation (Iowa DOT) or to the Responder. If payable to the Responder, the check or draft shall be endorsed without qualifications to the Iowa DOT by the Responder or an authorized agent. **(2)** An insurance or surety company may be retained for the purposes of providing a bond as required by the solicitation. If a Bid Bond is chosen as the method of security, the Iowa DOT's Bid Bond form 131084 must be used and submitted with the solicitation response to be considered for award. **No other forms will be accepted.**

4. **Pricing and Discount:** Unit prices shown in the response shall be quoted as the price per unit (e.g., gal., case, each, etc.) as requested in the solicitation. If there is a discrepancy between the unit prices, extended price, or total amount of response, the unit prices shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase order. Discounts for early payment are allowed, but not considered in award of the contract.
5. **Acceptance/Rejection:** The Iowa DOT reserves the right to accept or reject any or all responses and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any supplier(s) or provider. The Iowa DOT also reserves the right to accept that response which is deemed to be in the best interests of the state. Any unauthorized changes, additions, or conditional response including any ties to another response or any reservations about accepting an award or entering into a contract, may result in rejection of the response. Responses must remain available for award for thirty (30) days from opening date and time.
6. **Results & Disclosure:** Tabulation results will be posted on the Iowa DOT website at www.iowadot.gov/purchasing under the "Award" link referencing the proposal number with an award recommendation indicated. At the conclusion of the selection process, the contents of all received responses will be placed in the public domain and be open to inspection by interested parties, according to state law. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the Response.
7. **Quality of Goods:** All material shall be new and of first quality. Items which are used, demonstrators, refurbished, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the Iowa DOT.
8. **Recycled Content:** The Iowa Code encourages purchase of products and materials with recycled content, including but not limited to paper products, oils, plastic products, compost materials, aggregate, solvents, and rubber products. Recycled items or alternatives must be noted in the Solicitation Response, if known.
9. **Shipping Terms:** Deliveries shall be F.O.B. Destination unless otherwise specified. All deliveries shall be accompanied by a packing slip indicating the Supplier, quantities shipped, and the purchase order number(s). All delivery charges shall be included in the response price and paid by the Supplier. No collect C.O.D. deliveries shall be accepted. When entering into a contract, the Supplier shall notify the freight company that all freight and delivery charges are to be prepaid by the Supplier. Goods delivered to the Iowa DOT Distribution Center at 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 responsible, responsive Responder whose Response meets the requirements of the solicitation and is the most advantageous to the Iowa DOT. An Iowa company or individual will be given preference over an out-of-state company or individual when responses are equal in all aspects and are tied in price. By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa.
2. **Award Protests:** Protests of award recommendations are to be addressed to the Director of Purchasing, and shall be made in accordance with paragraph 761--20.4(6)" e" of the Iowa Administrative Code.
3. **Contracts:** Successful Contractor(s) may be sent either a formal Contract, Notification of Award or Purchase Order as confirmation of acceptance and award. Any of these binding agreements shall be for the term stated in the solicitation or on a purchase order and may be renewed for additional period(s) under the same terms and conditions upon mutual agreement. The successful Contractor may not assign a contract to another party without written authorization from the Iowa DOT Purchasing Section. The Iowa DOT may offer a contract extension to the Contractor when a scheduled target date cannot be met.

4. **Consumer Price Index (CPI-U):** A CPI may be allowed as specified in the terms of the solicitation and at the discretion of the Iowa DOT based on currently posted CPI-U, US City Average, All Items – non seasonally adjusted (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 contractor that employs persons that utilize service animals shall certify the following:
 1. The service animal has had all legally required shots and immunizations, including, but not limited to, rabies vaccinations and necessary boosters;
 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;
 3. The service animal will be leashed or otherwise restrained at all times while present on Iowa DOT owned property;
 4. The insurance coverage shall include coverage for service animal bites or other injuries caused by such animals;
 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 Iowa DOT typically pays properly submitted invoices within thirty (30) days of receipt, providing goods and/or services have been successfully delivered, installed or inspected (if required), and accepted. Invoices presented for payment must be only for quantities received by the Iowa DOT and must reference the purchase order number or contract number to be submitted for processing.
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 actions of the Iowa DOT Purchasing Section, refer to 761 IAC, Chapter 20, Iowa Administrative Code, entitled “Procurement of Equipment, Materials, Supplies and Services”.
2. **Affirmative Action:** The Contractor (and also subcontractor, vendor, service provider or supplier) is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the Iowa Department of Management, pertaining to equal employment opportunity and affirmative action. Contractor may be required to have on file a copy of their affirmative action program, containing goal and time specifications. Contractors doing business with Iowa in excess of \$5,000 annually and employing 50 or more full time employees may be required to file with the Iowa Department of Management a copy of their affirmative action plan. Failure to fulfill these non-discrimination requirements may cause the contract to be canceled and the contractor declared ineligible for future state contracts or subject to other sanctions as provided by law or rule.
3. **Applicable Law:** The contract shall be governed under the laws of the State of Iowa. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of a contract and which in any manner affect the work or its conduct. Any legal action relating to a contract shall only be commenced in the Story County, Iowa, District Court or the United States District Court for the Southern District of Iowa.
4. **Conflict of Interest:** No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract issued by the Iowa DOT, see Code of Iowa 314.2.
5. **Debarment and Vendor Suspension:** By submitting a response, the contractor is certifying that it and its principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the State of Iowa or any Federal department or agency.
6. **Equal Opportunity:** Responders to the solicitation must be an “Equal Opportunity Employer” as defined in the Civil Rights Act of 1964 and in Iowa Executive Order Number Thirty-four.

7. **Indemnification-Goods:** To the extent the goods are not manufactured in accordance with Iowa DOT's designs, Supplier shall defend, indemnify and hold harmless Iowa DOT, its assignees, and other users of the goods from and against any claim of infringement of any letters patent, trade names, trademarks, copyright or trade secrets by reason of sale or use of any articles purchased. Iowa DOT shall promptly notify Supplier of any such claim.
8. **Indemnification-Services:** The Supplier of services identified herein 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 Supplier of services. Iowa DOT shall promptly notify Supplier of any such claim.
9. **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 solicitation.
10. **Iowa Open Records Law:** All Solicitation Responses are subject to terms and provisions of Iowa Code Chapter 22 Examination of Public Records (Open Records), specifically 22.7-Confidential Records.
11. **Records Audit:** The contractor agrees that the Auditor of the State of Iowa or any authorized representative of the state, and where federal funds are involved, the Comptroller General of the U.S. Government, shall have access to and the right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the contractor relating to orders, invoices, or payments of a contract or purchase order.
12. **Targeted Small Businesses:** The Iowa DOT seeks to provide opportunities for women and/or minority small business enterprises. To apply for certification as an Iowa Targeted Small Business, contact the Iowa Department of Inspection and Appeals (515-281-5796). Contractors shall take documented steps to encourage participation from Targeted Small Businesses for the purpose of subcontracting and supplying of goods or services or both.
13. **Taxes:** Prices quoted shall not include state or federal taxes from which the state is exempt. Exemption certificates will be furnished upon request.
14. **Termination:**
 - **Termination Due to Lack of Funds or Change in Law**

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

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

Following a 30-day written notice, the Iowa DOT may terminate a binding agreement in whole or in part without the payment of any penalty or incurring any further obligation to the Responder. Following termination upon notice, the Responder shall be entitled to compensation upon submission of invoices and proper proof of claim for goods and services under contract up to and including the date of termination.

**Iowa Department of Transportation
Schedule of Prices
Enterprise Content Management Solution
Proposal No: 21693**

Item	Description	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Contract Year 6
1	Software License Fee	\$	\$	\$	\$	\$	\$
2	Maintenance/Support	\$	\$	\$	\$	\$	\$
3	Hosting	\$	\$	\$	\$	\$	\$
	Total	\$	\$	\$	\$	\$	\$

***The above annual fees will not begin until system final acceptance. Based upon Responder's detailed response, please enter fees in the contract year they will begin.**

Item	Description	Qty	UoM	Total Price
4	Software License Fee	1	Core	\$
5	Data Conversion	1	LS	\$
6	Implementation/Deployment	1	LS	\$
7	Training	1	LS	\$

I HEREBY CERTIFY THAT THIS RESPONSE MEETS OR EXCEEDS THE MINIMUM REQUIREMENTS OF THE SOLICITATION INCLUDING SPECIFICATIONS AND ADDENDUMS.

(Please Print)

COMPANY NAME: _____ PHONE: _____ FAX: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ E-MAIL: _____

SIGNATURE: _____ FED TAX ID: _____

AVAILABILITY AFTER RECEIPT OF P.O. (IN DAYS): _____

I ACKNOWLEDGE RECEIPT OF ADDENDUM NUMBERS: _____

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Section 1 Introduction

1.1 Purpose & Overview of the RFP Process

The purpose of this Request for Proposal (RFP) is to solicit responses from responsible Responders to provide the goods and/or services identified on the RFP cover sheet and described further in Section 3 of this RFP to the Iowa Department of Transportation (Iowa DOT). The Iowa DOT intends to award a contract(s) beginning and ending on the dates listed on the Procurement Timetable, and the Iowa DOT may renew the contract(s) for up to the number of annual renewals identified on the Procurement Timetable at the sole discretion of the Iowa DOT. Any contract(s) resulting from the RFP must not be an exclusive contract.

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

1.2 Project Background

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

1.3 Definitions

The terms used in individual sections of this document are intended to be consistent with those commonly used in the application field in question. When responding, use the terms and acronyms used in this document, and define any terms or conditions that require further clarification.

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

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

1.3.3 “Responder” means individual, company or entity submitting a response to this RFP.

1.3.4 “Iowa DOT” means the Iowa Department of Transportation identified on the RFP cover sheet as issuer of the RFP. The Iowa DOT will also execute the resulting contract.

1.3.5 “Participating Agency” or “Participating Agencies” means the Political Subdivision, either City, State, County, Boards or Commission, identified on the RFP cover sheet as Participating Agencies, and any other governmental agency that decides to utilize the executed contract.

1.3.6 “Procurement Timetable” (*on the page immediately following the RFP cover*) provide timeline, event and date information.

1.3.7 “Purchase Order” means the documentation issued by the State to the successful Responder(s) for a purchase of goods and/or services in accordance with the terms and conditions of the contract. It may include an identification of the items to be purchased, the delivery date and location, the address where the successful Responder will submit the invoices, and any other requirements deemed necessary by the State. Any preprinted contract terms and conditions included on Responder’s forms or invoices must be null and void.

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

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

1.3.10 “RFP” means this Request for Proposal and any attachments, exhibits, schedules or addenda hereto.

1.3.11 “State” means the Iowa DOT, State of Iowa, and Participating Agencies identified on the title page and all state agencies, boards, and commissions, and any political subdivisions making purchases off of the resulting contract as permitted by this RFP.

1.3.12 “Sub-contractor” means every person furnishing materials, equipment or performing labor as a sublet of any part of contract.

Section 2 Administrative Information

2.1 Issuing Agent

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

2.2 Restrictions on Communication

The Purchasing Agent will respond only to questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted in writing to the Purchasing Agent by the deadline found in the Procurement Timetable listed immediately after the cover sheet. Verbal questions related to the interpretation of this RFP will not be accepted. Questions related to the interpretation of this RFP must be submitted as provided in section 2.5. Responders may be disqualified if they contact any state employee other than the Purchasing Agent. Exception: Responders may access the State Targeted Small Business website for issues related to the preference for Targeted Small Businesses. <https://dia.iowa.gov/tsb/>

In NO CASE must 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 must not be considered part of the RFP unless confirmed in writing. All such requests for clarification must be submitted in writing. Any information provided by a Responder verbally must not be considered part of Responder's Response. Only written communications from the Responder as received by the Iowa DOT must be accepted.

With the exception of the written Response which must be submitted by Responders in accordance with Sections 4 and 5 herein, communications between the Purchasing Agent and Responders may be conducted by regular prepaid US mail, courier service, e-mail or facsimile transmission.

2.3 Downloading the RFP from the Internet

All correspondence for this RFP will be posted on the Iowa DOT's website at: <http://www.iowadot.gov/purchasing/lettingschedule.htm>

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

2.4 Procurement Timetable

The dates listed in the Procurement Timetable (on the page immediately following the RFP cover) are set forth for informational and planning purposes; however, the Iowa DOT reserves the right to change the dates. If a change is made to any of the deadlines for submission of Responses, the Iowa DOT will issue an addendum to the RFP. All times listed are Central time.

2.5 Questions, Requests for Clarification, and Suggested Changes

Responder's are invited to submit written questions and requests for clarifications regarding the RFP. Responder's may also submit suggestions for changes to the requirements of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Purchasing Agent on or before the deadline stated in the Procurement Timetable. **Oral** questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP must be referenced.

Written responses to questions, requests for clarifications or suggestions will be posted to the Iowa DOT's website on or before the deadline stated in the Procurement Timetable. The Iowa DOT's written responses to questions will be considered part of the RFP. If the Iowa DOT decides to adopt a suggestion, the Iowa DOT will issue an addendum to the RFP and post on the website under the proposal number.

The Iowa DOT assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP.

Each Responder must inform themselves fully of the conditions relating to the RFP. Failure to do so will not relieve a successful Responder of their obligation to furnish all services required to carry out the provisions of RFP and final contract. Insofar as possible, the successful Responder carrying out the work must employ such methods or means as will not cause any interruption of, or interference with the work of any other contract holder.

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

2.6 Addenda to the RFP

The Iowa DOT reserves the right to revise the RFP at any time. The Responder must acknowledge receipt of an addendum in their Response. If the addendum occurs prior to the closing date for receipt of Responses, the Iowa DOT may, in its sole discretion, allow Responder's to amend their Response to the addendum.

2.7 Revisions to a Response

Responders who submit Responses in advance of the deadline may withdraw, modify, or resubmit their Response at any time prior to the deadline. Responders must notify the Purchasing Agent in writing if they wish to withdraw their Response. A Responder must honor their prices prior to the end of the one hundred and eighty (180) day period immediately following the notice of intent to award a contract.

2.8 Submission of Responses

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

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

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

2.9 Opening of Responses

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

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

2.10 Costs of Preparing a Response

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

No payments must be made by the Iowa DOT to cover costs incurred by any Responder in the preparation of a Response in submission of this RFP or any other associated costs.

2.11 Reasonable Accommodations

The Iowa DOT will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If accommodations are required at time of opening of Responses, contact the Purchasing Agent on the cover page.

2.12 Rejection of submitted Response

The Iowa DOT reserves the right to reject any or all Responses in whole and in part, received in response to this RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the Iowa DOT to award a contract. This RFP is designed to provide Responders with the information necessary to prepare a competitive Response. This RFP process is for the Iowa DOT benefit and is intended to provide the Iowa DOT with competitive information to assist in the selection of a Responder to provide good and services or both as described herein.

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

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

2.13 Disqualification

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

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

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

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

2.13.4 Response limits the rights of the Iowa DOT.

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

2.13.6 Responder fails to include a proposal guaranty as security, *if required*. See RFP Solicitation Response Section 2.33.

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

2.13.8 Responder presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the requirements of this RFP.

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

2.13.10 Responder provides misleading or inaccurate responses.

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

2.13.12 Responder's Response is materially unbalanced.

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

2.13.14 The Responder alters the language in:

Attachment 1, Certification Letter

Attachment 2, Authorization to Release Information letter.

2.14 Nonmaterial and Material Variances

The Iowa DOT reserves the right to waive or permit cure of nonmaterial variances in a Response if, in the judgment of the Iowa DOT, it is in the Iowa DOT best interest to do so. Nonmaterial variances include minor informalities that do

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

2.15 Reference Checks

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

2.16 Information From Other Sources

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

2.17 Verification of Response Contents

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

2.18 Criminal History and Background Investigation

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

2.19 Clarification Process

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

2.20 Disposition of Responses

All Responders' Responses become the property of the Iowa DOT and must not be returned to the Responder. At the conclusion of the selection process, the contents of all Response will be in the public domain and be open to inspection by interested parties except for information for which contractor properly requests

confidential treatment or is subject to exceptions provided in Iowa Code Chapter 22 or other applicable law.

2.21 Public Records and Requests for Confidential Treatment

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

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

Any Response submitted which contains confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Failure to properly identify specific confidential information must relieve the Iowa DOT or State personnel from any responsibility if confidential information is viewed by the public, or a competitor, or is in any way accidentally released. Identification of the entire Response as confidential may be deemed non-responsive and disqualify the Responder.

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

The Iowa DOT will treat the information marked confidential as confidential information to the extent such information is determined confidential under Iowa Code Chapter 22 or other applicable law by a court of competent jurisdiction. In the event the Iowa DOT receives a request for information marked confidential, written notice must be given to the Responder seven calendar days prior to the release of the information to allow the contractor to seek injunctive relief pursuant to Section 22.8 of the Iowa Code. The Iowa DOT will release the information marked confidential in response to a request for public record records unless a court of competent jurisdiction determines the information is confidential under Iowa Code Chapter 22 or other applicable law.

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

2.22 Copyrights

By submitting a Response the Responders allows the Iowa DOT permission to copy the Response for purposes of facilitating evaluation or to respond to requests for public records. The Responder consents to such copying by submitting a Response and warrants that such copying will not violate the rights of any third party. The Iowa DOT must have the right to use ideas or adaptations of ideas that are presented in the Response.

2.23 Release of Claims

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

2.24 Evaluation of Submitted Responses

The evaluation and selection of the awarded Responder will be based on but not limited to: the information submitted in the written response, references, required demonstrations or presentations; if any, and cost. If further information is requested by the Iowa DOT for clarification, Responders must respond clearly and completely to all requirements within three (3) days upon request. Failure to respond completely may be the basis for rejecting a Response.

All compliant Responses will be evaluated using an evaluation matrix. If a demonstration/presentation is in the Evaluation Matrix (see Section 5.4), the Iowa DOT reserves the right to determine which Responders will be "short listed" for further consideration based on the written responses that best meet the requirements of the RFP.

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

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

Selected Responders must be provided no less than one week's notice for the scheduling of a demonstration or presentation to be held in Ames, Iowa unless otherwise specified. The Iowa DOT may offer a web conferencing method as an alternative if desired.

Detailed notes of demonstrations or presentation may be recorded and supplemental information (such as briefing charts, et cetera) must be accepted. Additional written information gathered in this manner must not constitute replacement of response contents. The Iowa DOT reserves the right to record demonstrations or presentations on audio or videotape as desired.

Any cost(s) incidental for the demonstrations or presentations must be the sole responsibility of the Responder.

2.25 Recommendation of Award and Acceptance Period

Notice of intent to award will be posted on the Iowa DOT's website at <https://iowadot.gov/purchasing/award>. **It is the Responder's sole responsibility to check daily for the final evaluation results.** Final negotiation and execution of the contract(s) must be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by the Iowa DOT.

If the successful Responder fails to negotiate and deliver an executed contract by that date, the Iowa DOT in its sole discretion may cancel the award and award the contract to the next highest ranked Responder the Iowa DOT believes will provide the best value to the State.

The award must be granted to the highest scoring responsive, responsible Responder according to the evaluation matrix in Section 5, but only if that Responder's response meets the requirements of the solicitation and is the most advantageous to the Iowa DOT as determined in the sole discretion of the Iowa DOT.

2.26 Confidential Information

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

2.27 No Contract Rights until Execution

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

2.28 Restrictions on Gifts and Activities

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

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

2.29 No Minimum Guaranteed

The Iowa DOT anticipates that the successful Responder will provide services, or services and goods as requested by the Iowa DOT. The Iowa DOT must not guarantee any minimum compensation will be paid to the contractor or any minimum usage of the contractor's services.

2.30 Conflicts Between Terms

The Iowa DOT reserves the right to accept or reject any exception taken by the Responder to the terms and conditions contained in this RFP. Should a Responder take exception to the terms and conditions required by the Iowa DOT, the Responder's exceptions may be rejected and the entire Response declared nonresponsive. The Iowa DOT may elect to negotiate with the Responder regarding contract terms that do not materially alter the substantive requirements of the RFP or the contents of the Responder's Response.

2.31 News Releases

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

2.32 Responders' Conference

If the Procurement Timetable indicates a Responders' conference will be held in conjunction with this RFP, it will be held at the date, time, and location listed on the Procurement Timetable. If attendance at the Responders conference is a mandatory requirement, it will be indicated on the Procurement Timetable. The purpose of the Responders' conference is to discuss with prospective Responders the work to be performed and allow prospective Responders an opportunity to ask questions regarding the RFP. Verbal discussions at the Responders' conference must not be considered part of the RFP unless confirmed in writing by the Iowa DOT and incorporated into this RFP. The conference may be recorded. Questions asked at the conference that cannot be adequately answered during the conference may be deferred and addressed at a later date. A copy of the questions and answers will be sent to Responders who submit a letter of intent to provide a Response.

2.32 Proposal Guaranty (if required)

The Solicitation Response page will indicate the fixed percent of the security required based on the amount of the Response. See Standard Terms and Conditions Section A-3.

It is the responsibility of the Offeror to notify the surety company of the required amount of the bond. The surety is based on the percentage of the offer's total cost proposal.

Section 3 Requirements

3.1 PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit proposals from responsible Responders to implement, operate, and maintain computer software and related services to support the Iowa **Enterprise Content Management (ECM)** requirements and to provide a scalable solution on which to migrate the agency's current records management content.

The Iowa DOT is seeking qualified vendors to propose a comprehensive **Enterprise Content Management (ECM)** solution in anticipation of replacement of the current document management solution utilized by the Iowa DOT, commonly referred to as **Electronic Records Management System (ERMS)**. The selected solution would preferably require no customized development/programming. If customization should be required to satisfy Iowa DOT needs, it must be part of the responsive vendor's services and included in all expected upgrades and updates. Iowa DOT encourages but does not require, Responders to partner to achieve a complete solution to meet the requirements of this RFP.

The desired solution from the successful Responder is one which is hosted and running in a Cloud environment taking advantage of new technologies to improve customer service and in compliance with the stated processing requirements. The specific requirements for the desired solution are described in further detail in this section (Section 3 Requirements) and the requirements matrix presented as Appendix 1. Iowa DOT has adopted a strategy to utilize cloud-based SaaS (Software as a Service) solutions whenever practical. The Iowa DOT would prefer vendor responses proposing a full-cloud solution. However, a hybrid solution or viable on-premise solution would be considered.

Responders must provide a solution to meet or exceed all program requirements listed, with the ability to add and enhance all features.

A single award to a single Responder for all required functionality must be made, regardless of the mix of products, partners, and solutions proposed.

3.2 OVERVIEW/BACKGROUND

The Iowa Department of Transportation (Iowa DOT) is responsible for planning and executing the transportation program for the State of Iowa, including highways, public transit, rail, motor vehicle services, and aviation. Iowa DOT is responsible for planning, designing, operating and maintaining the interstate, national highway system, and state highway system in Iowa, in addition to providing oversight and responsibility for other modes of transportation within the state including Aviation, Rail, Public Transit, and Bicycle. Likewise, Iowa DOT is responsible for providing the state's Motor Vehicle Services, including driver license, vehicle registration, and motor carrier services. Driver license and vehicle registration functions are performed utilizing a mix of Iowa DOT facilities, county treasurers, online services, and kiosks. Motor Carrier

Services licenses carriers in the International Fuel Tax Agreement (IFTA), collects quarterly fuel tax reports, and registers carriers via the International Registration Plan (IRP), and Motor Carrier enforcement are certified law enforcement located both in headquarters and throughout the state.

The Records Management Section under the management of the Iowa DOT's Information Technology Division implemented Northrop Grumman's (formerly *Integic*) EDMS solution 17 years ago. The current system contains over 124 million records compiled from the various Iowa DOT business units within their respective divisions noted earlier. The anticipated annual growth rate of this system is 5 million records. ERMS is an onsite application and supports the secure administration of the entire record lifecycle (creation, use, maintenance, and disposition).

See **3.4 Current Environment** for an overview description of the current ERMS environment.

3.3 OBJECTIVE

Iowa DOT intends to bring its Enterprise Content Management (ECM) support to a state-of-art level by improving efficiencies of document and content preparation, indexing, storage, access management, and retrieval, as well as streamlining user interface(s) for ease of use and quality assurance.

3.4 CURRENT ENVIRONMENT

3.4.1 Overview of Current ERMS Environment

Three (3) primary instances of ERMS are in place to facilitate document and records management for the following Iowa DOT business processes:

- MV (Motor Vehicle);
- EP (Engineering Production); and
- HR (Human Resources).

While there are shared functions, many of these are also specific to each instance and their respective business needs. The current ECM solution provides general use of document management functions for the majority of the approximately 2,700 end users within the Iowa DOT, mainly supporting view capabilities. Select end users currently can import, modify, and export documents from ERMS.

In the Motor Vehicle Division (MVD), there are approximately 300 Motor Vehicle Driver License Issuance users at county locations throughout the state. Approximately 1,200 Motor Vehicle Registration end users at county locations (i.e., non-DOT) throughout the state have access.

Various internal applications are granted access to ERMS via a CME Group API (Application Program Interface) consumed internally.

Web portal access is provided through these access points:

- <http://www.mydotdocs.iowadot.gov/Home.aspx>;
- <http://www.envpermits.iowadot.gov/>;
- <http://www.historicalphotos.iowadot.gov/>; and a
- GIS Portal (for internal authorized users).

Appendix 1 contains a Microsoft® Excel® spreadsheet requiring detailed responses from Responders to the required, desired, and optional functionalities. In cases in which a responding vendor cannot offer a required (minimum) functionality as described in the spreadsheet, an explanation of alternative methods for fulfilling the function's purpose must be provided.

The current ERMS solution is an on-premise internally supported application. In the current ERMS environment, metadata is stored for each document as a database object, providing document and records management functionality. It uses a scalable Oracle Database Environment employing Oracle Data Guard for data availability, data protection, and disaster recovery and providing 24/7 operations support. Iowa DOT staff support Development, Test, and Production environments.

Databases utilize 17 TB, excluding backup storage, are encrypted, and file encryption occurs during file transfer with decryption occurring at the point of use. Microsoft Windows Server provides file storage.

Web Portal users access ERMS by proxy or via a service level account:

- Citizens and public users via a public facing web portal;
- Other agencies via a public facing web portal;
- Engineering and consultant firms access content via a public facing web portal; and
- Geographic Information System (GIS) users access content via a web portal.

An HTML5 Document Viewer is used for the following functionality:

- View;
- Annotations;
- Comments;
- Watermarks;
- Print Banners; and
- Document markup tools.

Internally, integrations to Iowa DOT legacy applications have been built:

- System-level integrations so that other systems can call the ECM viewer for document retrieval;

- Portal access is granted to all citizens of the state and not limited geographically; and
- Image and Video processing is supported, with Media Streaming Services available for integration and use.

ERMS currently utilizes BPM and Workflow, employing 100 end user licenses in support of business process management and integrated workflow.

There are currently 300 production-scanning users (mostly Motor Vehicle users) for production scanning of high-volume scan materials. Specific features and points include:

- Point of service scanning interface for Motor Vehicle users, requiring quick transaction processing located at county locations statewide;
- Barcode and patch code detection;
- Documents are identified via patch code or barcode, or scan attributes such as page size, color space, and resolution, and sent via workflow in real time as they are scanned; and
- Documents are automatically indexed without user intervention based on automatic recognition.

Largescale document conversion and scanning projects take place on a frequent ad hoc basis. For example, at the time of writing of this document, image conversion services are currently being executed on approximately 700 boxes of materials with an estimated 2.1 million page count (and a completion date of June 2019).

3.4.1.1 Storage Utilization (Row Counts by Business Area)

There are currently over 2.5 Billion Rows managed in the current ERMS solution, utilizing an estimated 1.3 TB of storage. The bulk of these documents are from the Motor Vehicle Division, with the two (2) other significant business areas being Human Resources and the Highway Division, as shown in the exhibit below.

Exhibit 3-1: Storage Utilization (Rows by Business Area)

Interface	Current Storage Estimate (Size)	Approximate Interface Count
Engineering Production	139 GB	141 Million Rows
Human Resources	20 GB	124 Million Rows
Motor Vehicle	1.1 TB	2.5 Billion Rows
Total	1.3 TB	2.5 Billion Rows

3.4.1.2 Database Rows (Rows by Business Area)

Database row counts by business area are shown in the exhibit below.

Exhibit 3-3: Rows (By Business Area)

Instance	Page Files
Engineering Production	14.5 Million
Human Resources	3.2 Million
Motor Vehicle	106.7 Million
Total	124.4 Million

3.4.1.3 Interface Counts (By Business Area)

Numerous interfaces exist between ERMS and business applications within Iowa DOT that will require replication in the new ECM solution. These exist between Human Resources, Motor Vehicle Division, and other areas in the business such as the Highway Division, as shown in the exhibit below.

Exhibit 3-2: Interface Counts (By Business Area)

Instance	Approximate Interface Count
Engineering Production	100
Human Resources	30
Motor Vehicle	25
Total	155

3.4.2 FOIA and Open Records Requests

The Iowa Department of Transportation is required to provide access to certain types of records in response to **Freedom of Information Act (FOIA)** requests. **Open Record Requests** are requests which are similar but made under the **Iowa Open Records** law.

These types of requests may come in via email, fax, phone call, or printed mail and will typically take one of the following three (3) forms:

- Routine request — such as:

1. Requests for highway construction project plans;
 2. Motor Vehicle Division (MVD) DPPA Requests; and
 3. Other day-to-day requests as specified by the division.
- Non-routine request with Legal review — such as:
 1. Requests requiring Legal review;
 2. Requests where there is an indication of legal action;
 3. Requests for employee records (where there is an indication of legal action);
 4. Requests for e-mail;
 5. Legislative requests (where there is an indication of potential legal action);
 6. Media requests (where there is an indication of legal action);
 7. Civil rights/DBE requests;
 8. Requests for confidential records (attorney-client privilege information);
 9. Subpoenas; and
 10. Litigated Cases.
 - Non-routine request with no Legal review — such as:
 1. Requests where there is no indication of legal action;
 2. Requests for employee records;
 3. Requests for e-mail;
 4. Legislative requests;
 5. Media requests; and
 6. Requests for confidential records.

Iowa DOT utilizes an internally developed legacy application known as the **Freedom of Information Open Records Tracking System (FORTS)** application to record and track all non-routine Open Records/FOIA Requests made to the department. The FORTS application supports the status, tracking, and workflow for these requests, such as forwarding to General Counsel for legal review and approval, Iowa DOT Division Directors for review and approval, Custodians, and cost tracking. When the cost exceeds a specified dollar amount, an estimate of the cost is sent by form letter to the requester for approval (if not approved within 30 days, the request is considered “closed”). The custodial review includes the ability to redact sensitive information (e.g., social security number, date of birth, bank account numbers, etc.) and to flag sensitive data for legal review.

Replacement of FORTS is a required part of the proposed ECM solution.

3.4.3 eRMM (Electronic Records Management Manual) System

Included in the Iowa DOT ERMS solution is the **Electronic Records Management Manual (eRMM) System** to create and maintain record series information. eRMM was developed for Iowa DOT by Northrop Grumman (NG). The functionality provided by eRMM will be a part of the proposed ECM solution.

The Iowa DOT Divisions follow the guidelines contained in eRMM to maintain and provide access to documents. There is no automated interface linking the eRMM record series information with the electronic documents contained in ERMS (although this is a planned enhancement). Since Iowa DOT uses ERMS as the document management and archive system for records, the future intent was to support searching and maintenance of ERMS records from the eRMM interface.

When any employee in the organization creates any record (paper or electronic), eRMM provides the record series definition, which will govern its retention and disposition. That is, eRMM defines the retention and disposition guidelines for the record in accordance with Iowa DOT records laws and policy. These are shown in 3.4.4 Iowa Records Law.

3.4.4 Iowa Records Law

The state of Iowa records laws relative to records management are as follows:

- **Chapter 22:** Provides for public access to government records (<https://www.legis.iowa.gov/law/iowaCode/sections?codeChapter=22>)
- **Chapter 305:** Provides for the management of state records (<https://www.legis.iowa.gov/law/iowaCode/sections?codeChapter=305&year=2018>)
- **Chapter 554D:** Applies to electronic records and electronic signatures (<https://www.legis.iowa.gov/law/iowaCode/sections?codeChapter=554D&year=2018>)
- **761 IAC Chapter 4:** DOT's administrative rules on access to records, both open and confidential (<https://www.legis.iowa.gov/law/administrativeRules/rules?agency=761&chapter=4&pubDate=08-15-2018>)
- 030.06 Iowa DOT Records Management Policy (Appendix 3)

3.4.5 Overview Diagram

For a high-level overview of Iowa DOT's current enterprise-wide architecture, see Appendix 2.

3.5 SCOPE

Unless otherwise noted, the requirements in this section are minimum requirements that must be met by the Responder. While Responders are required to meet the minimum requirements detailed in the system requirements matrix, it is also essential that Iowa DOT not lose any

functionality available in the current solution by moving to the Responder's proposed solution. The Iowa DOT encourages Responders to provide and explain all system functionality in their proposed solution, whether it meets or exceeds the requirements listed. See Appendix 1.

Appendix 1 — Systems Requirements Matrix (Microsoft® Excel® Workbook) can be downloaded from the Iowa DOT Purchasing web site. Requirements within the System Requirements Matrix are organized by functional area or system capability. These requirements are classified as either:

- **Minimum**—Required functionality, which must be implemented as part of the solution.
- **Desired**—Important functionality, which will provide business value to Iowa DOT; and
- **Optional**—Functionality that Iowa DOT may or may not determine to include in the contract.

The completed **Systems Requirements Matrix** must be included in the submitted Response. Responders must indicate the level of fit of their proposed solution to the defined requirement by entering the following response code for each requirement:

- The requirement is met out of the box with delivered functionality requiring configuration only;
- Functionality is met by a third-party product included as part of the Responder's solution and incorporated into its Cost Proposal;
- Functionality is provided by customization to the product and cost of customization has been included in the Responder's Cost Proposal if a Minimum or Desired requirement; or
- The proposed solution does not and cannot meet the requirement.

The requirements in Appendix 1 are grouped and defined in the following manner:

- **General**—General requirements that do not specifically conform to any of the following;
- **Library Services**—The features and functions that ensure the integrity and availability of the content that will be under the management of the solution throughout the lifecycle of the content item;
- **Record Services**—The services that the solution must provide to facilitate a robust and reliable support for records management;
- **Content Creation & Capture**—The processes that manage the content lifecycle the moment the content enters the ECM solution;
- **Metadata Management**—Using the broader definition of metadata, metadata is defined here as the information that describes the various aspects of the information asset to maximize its usability throughout the content lifecycle;
- **Workflow/BPM**—The processes that manage and control the content through the

ECM solution by managing tasks, states, and user interactions;

- **Navigation & Search**—The processes supporting the searching, navigation, and browsing of content supporting its ultimate review and retrieval from the ECM solution;
- **Security & Access Control**—The processes and services that manage permissions, rights, and privileges for users, and the content users wish to create or access, managing who can do what and when with content; and
- **Architecture & Integration**—The overall architecture of the ECM solution supporting the integration of the ECM solution into the enterprise environment.

If the Responder indicates any requirement is a code 3 (customization), the Responder must show the level of complexity to achieve the customization as “High,” “Medium,” or “Low,” in conjunction with a cost estimate.

The Responder may also enter a comment to clarify its response to each requirement.

Responders must complete all requirements within the requirements matrix.

The successful Responder must provide a comprehensive Statement of Work (SOW) describing a fully hosted ECM solution, including all phases, stages, and deliverables from design to implementation to operational support.

Iowa DOT will not consider proposals that offer partial solutions.

3.6 MANDATORY REQUIREMENTS

3.6.1 Implementation Services

3.6.1.1 Implementation Approach

To expedite implementation of the selected ECM solution and replacement of ERMS, the current records management solution, Iowa DOT is amenable to implementing the Responder’s solution in two (2) phases. Phase I would migrate data from the current environment and replace ERMS with like functionality to be followed by a second phase to implement the full solution. The full solution defined as the full set of requirements according to the Appendix 1 Requirements Matrix. The proposed implementation phases would be up to the discretion of the Responder with the understanding that the Iowa DOT desires to be up and running both expeditiously and cost-effectively with an ERMS-replacement. Responder must describe in detail their implementation approach.

3.6.1.2 System Configuration

The Responder must fully configure its proposed solution to support the requirements in this RFP and Appendix 1.

Iowa DOT would prefer that the Responder utilize a hybrid development process in which the

solution is developed iteratively and then tested and deployed as a single release into production. The Responder should use an iterative development cycle, which configures a set of the full functions and features in each cycle, or sprint, and validates the configuration with the business users. This approach is based on using an Agile development methodology enabling business user input and validation throughout the design and development lifecycle. Historically, this approach leads to higher quality and better-aligned software application that supports the desired business processes. Functionality will be configured in sprints and released for testing and acceptance by Iowa DOT. Once all configuration and any required customizations are complete, the solution will then be tested end-to-end and deployed in a single Go-Live per phase, following in this regard a more traditional waterfall approach. If the Responder's methodology is different than described above, please provide detail of the methodology that will be used for this project.

3.6.1.3 System Interfaces and Integrations

A number of interfaces with existing or planned Iowa DOT systems will be implemented:

- All interfaces identified in the requirements in Appendix 1;
- Any interfaces required between Responder-proposed products in the Responder's proposed solution set which are required to provide the integrated end-to-end functionality specified within the requirements matrices in Appendix 1; and
- Any additional interfaces determined during the project as agreed upon by Iowa DOT.

For the development of the interface architecture, the Responder must design and implement all Enterprise Application Integration (EAI) requirements using Web Services to the extent possible.

Regarding interface design, development, testing, and implementation, at a minimum, the Responder will:

- Prepare functional design specifications;
- Prepare required extract/transform mapping rules;
- Perform detail design, code and unit test all load programs into or extracts from the ECM solution components;
- Implement extract/transform mapping logic as required;
- Remediate any issues found during all test phases in software components developed by the Responder;
- Support Iowa DOT in coordinating its efforts (Iowa DOT internal systems and any external partners) to migrate to the new interface environment by providing functional and technical details as well as project management advisory support to Iowa DOT to foster an orderly migration to the new operating environment;
- Coordinate/monitor/track completion of required Iowa DOT activities;

- Manage production cut-over and stabilization of the interface architecture within the production environment; and
- Provide production support for the overall Iowa DOT interface architecture and all Responder developed interfaces through the post-production support period.

The Iowa DOT or other third parties under the direction of Iowa DOT will be responsible for the following interface development tasks including:

- Prepare technical design specification for all loads into or extracts from Iowa DOT systems;
- Perform detail design, code and unit test all load programs into or extracts from Iowa DOT system components;
- Coordinate and serve as a point of contact with any external partners in terms of ensuring the partner prepares the technical design specification and performs detail design, code and unit test of all load programs into or extracts from partner agency systems within the timelines in the approved project work plan;
- Remediate any issues found during all test phases in software components developed by Iowa DOT or a third-party under Iowa DOT’s direction; and
- Coordinate required remediation to address issues in software components developed by partners.

Responder must provide a rate card, levels of effort and estimation of hours for the fifteen (15) additional interfaces for the ECM solution at the estimated levels of complexity indicated in Exhibit 3-4 in its cost proposal.

Exhibit 3-4: Estimating Basis for Assumed/Reserved Interfaces

Assumed/Reserved Number of Interfaces Complexity Level	Count
Simple Mapping with simple adapter/connector	3
Average Mapping with average adapter/connector	5
Complex Mapping with complex adapter/connector	4
Complex Mapping with a custom adapter/connector	3
Total	15

3.6.1.4 Data Conversion

At a minimum, the Responder must ensure the successful data conversion of data in the existing ERMS system to whatever format and architecture proposed by the Responder.

The Responder must describe its approach to performing all required data conversion activities associated with the ERMS system, including confirming data conversion requirements and providing a comprehensive data conversion and data validation plan.

The Responder must lead Iowa DOT and be responsible for data conversion activities associated with the ERMS system. The Responder must lead interactive conversion strategy and assessment sessions to develop a comprehensive data conversion plan for all impacted systems. The Responder must prepare the data conversion plan, with input and final approval from Iowa DOT. The data conversion plan must include at a minimum:

- All files/tables to be built in the new environment;
- Data sources for those files/tables;
- Estimated data volumes and transformation/mapping requirements;
- Identification of data sources that require Iowa DOT intervention (e.g., interpretation, mapping) or cleansing (e.g., rationalization or repair of data) prior to programmatic loading of such data to the new ECM solution;
- Those conversions where automated conversion tools or programming must be used to significantly reduce data conversion labor; and
- Mutually agreed to and communicated roles, responsibilities, and timing requirements for the conversion effort for Iowa DOT and the Responder.

The conversion of required data into the format agreed to by Iowa DOT in the data conversion plan must be a shared and joint responsibility of the Responder and Iowa DOT. The Responder will be responsible for developing, testing and implementing automated conversion programs to support the commencement of live production operations. The Responder's responsibilities must include but not be limited to:

- Develop data conversion, mapping, and other required programming specifications;
- Design, code, and unit test conversion programs in accordance with program specifications;
- Build any crosswalk file structures required to assist Iowa DOT in developing test scenarios and conducting system, integration and user acceptance testing;
- Conduct two full mock data conversions prior to integration testing and user acceptance testing; and
- Execute the conversion programs/scripts and assist Iowa DOT with the verification of the converted data in the production environment.

The successful Responder must lead the data conversion/loading effort. Iowa DOT must be responsible for verifying the accuracy of the converted/loaded data. Iowa DOT must also be responsible for subject matter knowledge of existing systems and associated data, or for coordinating with and arranging for support with third-party agents of Iowa DOT with this knowledge. If correction or cleansing of any of the Iowa DOT-provided data is identified and agreed to in the data conversion plan, those tasks are the responsibility of Iowa DOT, although

direction and guidance from the Responder may be required. However, if the correction effort is the result of inconsistencies or incompatibilities between the original source record and the Responder's chosen alternative storage method, responsibility for correction will remain the responsibility of the Responder.

The responsibilities of the Responder in terms of developing conversion programs, testing the data conversion processes, and managing the data conversion process must include at a minimum:

- Develop and test automated conversion programs to support the commencement of test and production operations including:
 - Work with Iowa DOT to map the conversion by field, document, or object, define the conversion logic, maintaining and retaining all linkages and associated pointers, and design the conversion processes;
 - Develop a mutually agreed upon algorithm and confidence rating approach for validating the acceptability and accuracy of converted images;
 - Identify where multiple systems contain a common field that is to be converted and the fields do not completely match. Iowa DOT will be responsible for identifying the system of record for collecting the correct value; and
 - Perform unit and integration testing of the conversion programs.
- Execute programs to convert legacy data into the new environment including but not limited to:
 - Build any crosswalk structures and conversion reports as required to assist Iowa DOT in the validation of test scenarios and in conducting acceptance testing;
 - Plan, manage and execute a minimum of two full mock data conversions and identify and implement corrective actions as required based on the outcomes and defects detected during these mock conversions;
 - Establish conversion dependencies (e.g., data load order) and timing (execution times) to assist Iowa DOT in scheduling and orchestrating the overall data conversion effort(s) as required;
 - Execute conversion programs and assist Iowa DOT inclusive of verification of the converted data in the production environment;
 - Advise, via an Automated Data Load Exception Report, and support Iowa DOT regarding its responsibility (if any) to load any data that cannot be loaded using automated conversion programs as agreed to in the data conversion plan; and
 - Support Iowa DOT in certifying the accuracy of the test and production databases, and for validating all converted data.

3.6.1.5 Management Reporting

For purposes of scoping and estimating the required effort in terms of management reports,

the successful Responder must design and implement the following reports:

- Reports specified in the requirements matrix in Appendix 1 that cannot be met with a standard report available within the Responder’s proposed solution; and a
- Responder must provide a rate card, levels of effort and estimation of hours for the ten (10) additional reports for the ECM solution of the complexity levels identified in Exhibit 3-5 below in it’s cost proposal.

Exhibit 3-5: Reserved Reports by Complexity Level

Complexity Level	Count
Simple	3
Average	4
Complex	3
Total	10

3.6.1.6 Testing

Responders must submit their testing methodology and an overview of the testing master plan to implement their proposed solution. At a minimum, the testing proposed must include the provisions outlined in this section. The Responder must develop a master test plan and complete tests to demonstrate that all functions and capabilities of the ECM solution as defined by the system requirements in Appendix 1 perform as expected according to the system requirements and in compliance with industry standards.

Iowa DOT must review and approve formal test plans and schedules proposed by the Responder and will witness and determine the acceptability of the test results. The Responder must provide all test support personnel, test sites, and environments in accordance with the master test plan. In addition, the Responder must conduct all tests in accordance with the project schedule and the approved test plans and procedures. Approval of any aspect of testing must not relieve the Responder of their responsibility to meet all requirements of this RFP.

During the development of the ECM solution, the Responder must conduct a comprehensive program of internal testing and walk-throughs to ensure that the solution meets the functional specifications set forth in this RFP including Appendix 1 and that defects are detected and removed upon identification prior to demonstrating the system to Iowa DOT. Progress on these tests must be reported during project status meetings.

After the completion of each formal test, the Responder must submit to Iowa DOT for review and approval a test report. This test report must:

- document test results;
- list any anomalies identified (with the associated severity level);
- describe the corrective action required; and
- document any re-tests necessary to complete each test successfully.

The Responder must be responsible for completing all corrective actions identified on a timely basis. Iowa DOT may withhold approval of any test until the required corrective actions have been satisfactorily completed.

In addition to the internal testing conducted by the Responder to verify that the system meets the project requirements, the Responder must demonstrate to Iowa DOT that all components of the ECM solution meet functional, technical, operational, and performance requirements by executing various formal actions and tests which are further described in the subsections that follow. This testing process applies to all software, hardware and other equipment included within the scope of the Responder's proposed ECM solution.

3.6.1.6.1 Testing Process

At a minimum, the testing process must consist of several phases, which are defined below in the order of required execution:

1. **Master Test Planning and Preparation:** The Responder must identify and document in a master test plan the modules, procedures, schedules and the equipment and facilities required for testing. The master test plan must be a roadmap for accomplishing the tests, including phase testing, should a phased approach be used, and milestones. All the test phases must be incorporated into the overall schedule of the master test plan. The master test plan must also identify the reports to be furnished at the end of each test, the rectification process for issues and anomalies, and the timelines for the rectification. The master test plan must include proposed test acceptance criteria and be approved by Iowa DOT.
2. **Unit Testing:** The Responder must conduct unit testing and document test results for all Responder developed FRICEW (Forms, Reports, Interfaces, Conversions, Enhancements, and Workarounds) elements.
3. **Initial User Testing:** The Responder must facilitate Iowa DOT staff in testing system functions or parts of system functions as they are completed through iterative sprints or waves. The purpose of this testing to verify that the individual function works as designed.
4. **System Testing:** The Responder must plan, execute and conduct a system test which validates that the major business functions of the ECM solution performs as designed and that integration points between major business functions within the ECM solution perform as designed (integration points between modules within the Responder's proposed solution). A test report

must be furnished at the end of this stage to summarize the test results and the process to resolve any outstanding issues.

5. **Integration Testing:** The Responder must plan, execute, and conduct an integration test, which will validate that the system works end-to-end, including all external interface and integration points and that the system is ready for the commencement of production operations. This test must include loading of converted data through a mock conversion process and the execution of test scripts (business processes) using converted data. A test report must be furnished at the end of this stage to summarize the test results and the process to resolve any outstanding issues.
6. **Security Testing:** The Responder must plan and conduct security testing to demonstrate that the ECM solution (including all required components and services) is meeting all security requirements in this RFP and Scope of Work. A test report must be furnished at the end of this stage to summarize the test results and the process to resolve any outstanding issues.
7. **Performance Testing:** Performance testing is designed to demonstrate that the ECM solution (including all required components and services) is meeting all system performance requirements in this RFP and Scope of Work. Performance testing must be executed to the extent possible using automated performance modeling and testing tools. A test report must be furnished at the end of this stage to summarize the test results and the process to resolve any outstanding issues.
8. **Regression Testing:** Regression testing is designed to demonstrate during a phased implementation and for system enhancements implemented during the post-production support period that the new phase, component or system enhancement did not break or otherwise have an unintended impact on any existing system components. Regression testing will be required during Phase 2 to ensure that there is no adverse impact to the functionality previously deployed in Phase 1. To support execution of regression testing, Iowa DOT prefers that the Responder utilize an automated testing tool in the preparation of its various tests which can then be re-executed as part of regression testing. A test report must be furnished at the end of this stage (whenever regression testing is performed) to summarize the test results and the process to resolve any outstanding issues.
9. **User Acceptance Testing:** User acceptance testing is an Iowa DOT planned and managed test to demonstrate that the ECM solution (including all required components and services) is meeting its functional, operational, and performance requirements to support Iowa DOT operations. User acceptance testing includes an Iowa DOT managed regression test element for phased implementations or system enhancements during the post-production support period. Iowa DOT must plan and manage this test, with

consultative assistance from the Responder in terms of planning the test. The Responder must provide the user acceptance testing environment, support test execution, document test results and remediate any issues identified during testing. A test report must be furnished at the end of this stage to summarize test results and the process to resolve any outstanding issues.

During the development of the ECM solution, the Responder may conduct such additional tests or demonstrations beyond those identified in this RFP as it deems appropriate to meet its quality management plan. As necessary, the Responder may request the presence of Iowa DOT for such tests or demonstrations. These tests or demonstrations must not relieve the Responder from any formal testing obligations to prove conformance to the RFP requirements.

The Responder must maintain a test log for all ECM solution testing phases. The test log must capture for each test phase the specific test procedures, which are performed, the dates the tests are conducted (start/stop), the results of the test procedure if a re-test(s) is required, and the dates and results of required re-tests.

The Responder must prepare test data as part of the testing process. The test data must be sufficient to support the full range of approved test procedures and fully demonstrate compliance with the RFP requirements. The test data must encompass various datasets to support the range of test cases, including valid, invalid/illegal, boundary conditions, and performance/load stress testing.

The Responder must provide all equipment, tools/instruments, facilities, and labor necessary for testing.

The Responder must bear the costs of any action required to correct identified defects, re-test following correction of the defect, or conduct any additional tests or demonstrations that may become necessary because of identified defects in a testing stage.

3.6.1.6.2 Master Test Plan

At a minimum, the Responder must prepare a master test plan for testing of the ECM solution to demonstrate and verify that the installed system meets all the requirements of this RFP. The scope of the master test plan must include all required test phases. The master test plan must clearly state the objectives, test scenarios, and success criteria of each level of testing.

The master test plan must clearly define the requirements for success for each step in the testing process. The master test plan must also address the overall schedule of testing, sequencing and interdependency of tests, test simulators, sources, and generation of test data, reporting procedures, and the process for failure tracking, analysis, and resolution.

The Responder must submit the master test plan for review and approval by Iowa DOT.

3.6.1.6.3 Testing Procedures

Upon written approval from Iowa DOT, the master test plan must be utilized by the successful

Responder to compile the detailed test procedures of each required test. These detailed test procedures must subsequently be submitted to Iowa DOT for review and approval. The Responder must not begin any test activities prior to receiving approval of the master test plan and the test procedure for that test from Iowa DOT.

The test procedures must include use cases to demonstrate how the system meets the requirements of the RFP. Uses cases will include, but are not limited to, the incorporation of business rules, workflow processing rules, system-to-system interfaces, data migration, failure modes, and others as required.

At a minimum, the following elements must be included in the test procedures:

1. Test number;
2. Description of requirements included in the test;
3. Resources and equipment needed to perform the test;
4. Prerequisites for each test;
5. Initial status and conditions;
6. Triggering action;
7. Expected process; and
8. Expected result (end state).

The Responder must prepare test procedures that outline the steps for each function or group of functions and provide the ability to record the outcome of each step, the entry and exit criteria, the required test equipment, instruments, facilities and labor necessary, and the expected results.

The Responder must prepare the criteria for entry and exit for each test for approval by Iowa DOT. The Responder must submit all test procedures to Iowa DOT for review and approval, at least four weeks in advance of the scheduled start date of the test. The final/revised test procedures must be approved by Iowa DOT one week in advance of the commencement of the test.

The Responder must provide all test procedures in editable electronic form.

The Responder must provide a notice of at least three weeks before the commencement of any test.

The Responder must conduct all formal tests in the presence of Iowa DOT staff.

3.6.1.6.4 Test Reports

The successful Responder must prepare test reports for all test phases within fifteen (15) calendar days of completing the corresponding test.

At a minimum, the test reports must contain the results of the test procedures performed and must provide an analysis of failures and of problems observed, along with an approach to correct failures and problems. The test reports must include the current defect log.

Iowa DOT must respond to the test reports with an assessment of the pass/fail aspects of the tests, and an overall determination of whether each test was a pass or fail. If Iowa DOT determines that any of the tests not be successful, Iowa DOT must provide a list of requirements that the Responder must meet prior to receiving approval of the test reports and proceeding to the next step in testing.

3.6.1.6.5 Defects

A defect is defined as a failure in the ECM solution, or associated services, to perform in accordance with the requirements of the RFP. A defect may be discovered during testing or by Iowa DOT oversight observations.

Where a defect is detected, the Responder must report the nature of the defect in detail. Defects must be prioritized at the sole discretion of Iowa DOT. Priority Levels may range from Priority 1 (High) to Priority 3 (Low), with priority 1 defects being those that materially impact Iowa DOT's daily operations. Priority 2 defects would impede, but not stop operations. Priority 3 defects would be minor or administrative in nature. For priority 3 defects, the testing can continue. For priority 1 and 2 defects, the defect must be rectified before testing can continue. Refer to Exhibit 3-4 in Section 3.9.2 for additional information on the classification of defects/incidents.

Once the identified defect is rectified by the Responder, Iowa DOT will decide what portion of the test or tests must be re-run. Any time or direct expenses required to re-run the tests and any related expenses arising from identification and correction of the defect must be borne by the Responder. The Responder must maintain a detailed defect log and tracking system beginning at the commencement of system development through to completion of the post-production support period. The defect log must include all identified defects for the ECM solution software, hardware, and integration including defects that are the responsibility of the Responder to correct and defects, which are the responsibility of Iowa DOT or another third party under Iowa DOT's direction to correct. The defect log must also record the approach to rectify the defect, corrective action taken and the date and time of such action. The defect log must also include all test scripts, which need to be re-executed/re-tested because of the defect. The defect log must be updated continuously during testing. The defect log must be maintained online and accessible to Iowa DOT at all times.

3.6.1.7 Training

Responders must submit their training methodology in the Response.

As part of the initiation of the project implementation effort, Responders must provide hands-on start-up product familiarity or orientation education on all elements of the Responder's solution (including third-party software components) for the Iowa DOT core project team members to become familiar with the software and contribute to other project activities. Responders must assume product familiarity education will be provided to up to 5-7 Iowa DOT project team members. As part of product familiarity training, Responders must provide a full demonstration or "tour" of the system including the capabilities and services.

End users of the ECM solution will consist of Iowa DOT users, external county workers, and in the future Motor Vehicle Dealers. Users will be in two (2) major categories: moderate to heavy users and casual users. At a minimum, the training proposed must include the provisions outlined in this section. Iowa DOT requires that all targeted users be provided with the appropriate training for their role in the system. The Responder must provide training for staff prior to Go-Live.

Iowa DOT prefers virtual classroom training for end user training (i.e., eLearning, WebEx, SKYPE, or other similar mechanism that could be used by any student across the state without the need for special software licenses or hardware/equipment beyond an Internet-capable computing device with audio capabilities) since users are located across the state and not all are employees of the Iowa DOT. Further, Iowa DOT requires the Responder to develop a series of short "how to" video clips aimed at the occasional user, such as (but not limited to) how to log into the system, how to perform a variety of simple and complex search queries, how to manipulate images, and so forth. In addition, Iowa DOT also requires these video clips to be supplemented with complementary short reference guides for these key activities as well.

Responders must be responsible for developing training materials tailored to Iowa DOT business processes and utilizing Iowa DOT data to the extent possible. The successful Responder must provide an on-site pilot training class for Iowa DOT project team members, IT Help Desk Staff that will handle end-user questions, and Iowa DOT user acceptance testers. The successful Responder will maintain and update the training materials. The successful Responder will update training materials as required during the contract to reflect system changes and will provide refresher training material to Iowa DOT in advance of new system releases.

For planning purposes, the counts in Exhibit 3-6 should be used:

Exhibit 3-6: Training by Business Unit

Business Unit/Area	Head Count
DOT Employees (All divisions) (Estimated number of casual users 10%)	2,750
Motor Vehicle Registration	1200
Motor Vehicle County	300
Motor Vehicle Dealer (Future)	~750
Total	~5,000

The successful Responder must provide training to adequately prepare Iowa DOT end users of

the solution, other State of Iowa staff authorized to use the system, system administrators, and technical staff in all aspects and functionality of the ECM solution. Training for technical and system administration staff must adequately prepare them for ongoing ECM solution administration and maintenance for which they would be responsible based on the Responder proposal.

Responders must provide within their Technical Proposal a comprehensive narrative describing its proposed training approach. Within 60 days of **Notice to Proceed (NTP)**, the successful Responder must prepare and submit to Iowa DOT for approval a Training Plan, which further details the Responder's training approach. At a minimum, the Training Plan must include:

- Training approach for operational, administrative, and technical staff including:
- Description of method of training (face-to-face classroom or on-site, e-learning, self-guided, and so on),
- Training tools,
- Length of training (estimated number of hours for each type of employee),
- Number of training participants in each training session,
- Facility requirements for training,
- A detailed outline and description of each training session,
- List of training materials and samples, and
- Description of any self-guided training modules that may reside on the system;
- A training and transition plan for technical staff that will adequately prepare them for ongoing ECM solution maintenance;
- A description of the training personnel, equipment, tools, and facilities that the Responder anticipates Iowa DOT must provide to support the proposed training approach; and
- A description of how Iowa DOT personnel might be utilized for successful delivery of the proposed training.

Iowa DOT will establish and finalize the training schedule after consultation with the selected Responder. This schedule must coincide with the deployment plan and schedule. All training materials must be submitted to Iowa DOT for review and approval at least 30 days before each pilot training session.

3.6.1.8 Other Project Deliverables and Specifications

3.6.1.8.1 Security Plan

The successful Responder must provide a security plan, which will be submitted to Iowa DOT for review, comment, and approval by Iowa DOT's Information Security Officer within 30 days

of NTP. At a minimum, the security plan must detail the policies, procedures, system capabilities, work steps, and other actions to be implemented to meet the security requirements for the ECM solution as specified in this RFP including Appendix 1. The Responder must describe in detail the personnel, facility, transaction data, and communications security provisions that must be utilized for the work performed under this RFP, including, but not limited to the following:

- ECM solution security and access control;
- Cabinet and housing access in the hosting and disaster recovery facilities;
- On-boarding policy and procedures regarding background checks for Responder employees and subcontractors;
- Off-boarding policy and procedures regarding access deactivation for Responder employees and subcontractors;
- Off-boarding policy and procedures regarding access deactivation for Iowa DOT employees, other State of Iowa staff, carriers, process agents and other Iowa DOT authorized external stakeholders;
- Facility access and surveillance for Responder facilities involved in the performance of the work under this RFP including the hosting and disaster recovery facilities and any other Responder or subcontract facilities utilized in the performance of the work under this RFP;
- Facility secure zones access;
- ECM solution software control including user id and password protection and system access control;
- Database security;
- Report tool access and distribution;
- Password and access control/authentication control;
- Data privacy;
- Data communications security;
- Firewalls, virus and spyware protection; and
- Internet security regarding ECM solution users outside of the Iowa DOT firewall.

3.6.1.8.2 Requirements Traceability Matrix (RTM)

At a minimum, the successful Responder must prepare and maintain a **requirements traceability matrix (RTM)** throughout the duration of the ECM solution project through post-production support. This RTM will document how each requirement in this RFP included in **Appendix 1** is met and the associated test procedures within each test phase which validates that the requirement has been met and a link to the associated test reports/test results.

3.6.1.8.3 System Detail Design Document (SDDD)

At a minimum, the Responder must provide a **system detailed design document (SDDD)** that will include the design specifications of all hardware, software, interfaces, and network communication provided to meet Iowa DOT's requirements for the new ECM solution. Hardware detailed design must describe all hardware specifications including appropriate diagrams and facility layouts. Software detailed design must describe the module and/or process level, user interface and screen layouts, report formats testing procedures, operational procedures, and other pertinent design documentation for the ECM solution.

The SDDD must include the following at a minimum:

- Module level descriptions and interaction among various modules;
- Description of the purpose of any third-party software modules beyond the Responder's core solution;
- User interfaces including reports, correspondence and screen formats for the application;
- Process level data flow diagrams, state diagrams and data queues for the functions;
- Detailed database design, schema and entity relationship modeling including sizing and processing calculations and data dictionary;
- Detailed interface specifications between all software components;
- Internal functional system interfaces;
- External system interface;
- Detailed specifications for all ECM objects;
- System architecture, including equipment layout diagrams;
- Server design, including sizing and processing calculations;
- Storage system design, including sizing and processing calculations;
- Data backup systems design, including sizing and processing calculations;
- High system availability design, including servers, network, database and application;
- Detailed data management design and processes, including summarization, archiving and purging; and
- Application performance monitoring details.

The SDDD must demonstrate the Responder's understanding of the functional and operational requirements and describe the design processes and policies in place to provide a high quality and reliable product that meets the ECM solution requirements. This document must be completed and submitted to Iowa DOT for approval prior to the start of system testing and then updated as required through the completion of post-production support.

3.6.1.8.4 User Manuals and Technical Documentation

A complete set of software manuals must be provided to Iowa DOT. At a minimum, a complete set of the available user and technical documentation for the ECM solution must be provided to Iowa DOT. Examples of technical documentation that Iowa DOT would expect to receive include programmer reference guides, installation and maintenance manuals, and all other related materials necessary to install and maintain the successful Responder's proposed ECM solution. In addition, the successful Responder must maintain a full set of electronic media containing the user manuals and technical documentation as well as instructions and documentation for any patches or updates provided by the software provider(s). Manuals must be provided in electronic format.

3.6.1.8.5 General Documentation and Deliverable Requirements

At a minimum, the following requirements must apply to all deliverables and documentation prepared as part of the ECM solution:

- At all times, Iowa DOT and its designees/representatives must have access to the successful Responder's proposed ECM solution and all associated deliverables, documentation and work products.
- The Responder must post all documentation, work products and deliverables (work in process, draft and final) to the project collaboration environment provided by Iowa DOT (SharePoint).
- The Responder must keep track of all documentation submitted to Iowa DOT including the document identification, name, and description of the document, version number, release date, distribution list, approval date, and document's electronic file name. The Responder must record any revisions made to the original documents and retain copies of said documents with additional written comments as original records.
- The Responder must use a standard file naming convention to keep track of all electronic files.
- The Responder must be responsible for ensuring that the documents are distributed electronically and can be accessed through the ECM solution collaboration sites.

3.6.2 Project Management Services

As part of this project, the successful Responder must appoint a Project Manager (PM) who must act as a single point of contact between the Iowa DOT and the successful Responder. Project management must be a key responsibility of the Responder, and a continuous function. The PM must be an employee of the prime Responder and authorized to represent the Responder in all matters related to the project. The Responder's Project Manager assigned to the Iowa DOT project must have the authority to make commitments and decisions that are binding on the Responder and any subcontractors. The PM must have prior experience managing projects of this type, scope, and complexity. If the proposed PM is to change during

this contract, prior approval of the new PM will be required by the Iowa DOT. The PM will be expected to dedicate a significant portion of their work time to this project during the preliminary engineering and initial deployment phases of the project. The PM must be present at least bi-weekly during the preliminary engineering, development, deployment, integration, and testing phases of the project. When not on the project site, the PM must be accessible by telephone/cell phone with a four (4) hour maximum response time.

3.6.2.1 Project Management Plan

The successful Responder must prepare and submit to Iowa DOT for approval within 30 days of NTP a **Project Management Plan (PMP)**, which must describe the Responder's project team organization and reporting relationships, key project staff and team member contact information, the Responder's project delivery approach, project risks and the Responder's plan for managing those risks, as well as the Responder's procedures for implementing, managing and controlling the overall project.

The Project Management Plan must be based on the Project Management Institute's Project Management Body of Knowledge (PMBOK™). It must address at a minimum:

- ECM solution descriptions;
- ECM solution objectives;
- Criteria for success;
- Assumptions and constraints;
- An overall organizational chart of the key project staff that is contributing to the management and delivery of the ECM solution. This must include the person responsible for leading the various subcomponents of the project;
- Resource plan for Responder and Iowa DOT including delineation of expected staff loading and specific roles and responsibilities for each individual assigned to the project;
- Schedule management;
- Scope/change management;
- Cost/budget management;
- Document management;
- Project communications management; and
- Risk and issue management.

3.6.2.2 Project Schedule

The successful Responder must develop, submit to Iowa DOT for approval within 30 days of NTP, and maintain a resource-loaded, Critical Path method project schedule utilizing

Microsoft Project. An updated schedule must be submitted monthly for the duration of the project. The project schedule must include all tasks and activities required to implement the new ECM solution from NTP through the post-production support period.

The project schedule is defined as the initial schedule submitted with the Responder's Technical Proposal, the approved baseline schedule, and the most recently approved revised resource-loaded schedule, which has been updated by the most recently approved monthly schedule update, as applicable. At a minimum, the project schedule must be used by the Responder and Iowa DOT for planning and monitoring the progress of the project.

- The project schedule must divide the ECM solution into activities with appropriate logic ties to show the Responder's overall approach to the planning, scheduling, and execution of the project. The duration and logical relationships of the project activities (or summaries at a phase level) must be based on the actual duration and relationships anticipated.
- The project schedule must clearly identify when deliverables must be provided to Iowa DOT for review, the duration of the Iowa DOT review, comment review meetings, and when the final version of the plans or deliverables will be provided to Iowa DOT for approval.
- Each project schedule submittal must clearly and individually define the progression of the project within the applicable time frame by using separate project activities, including but not limited to:
 - All project components, including management, administration, and quality management activities;
 - Project milestones; and
 - Required coordination with all external entities and activities required to be performed by these entities to complete project tasks.

The successful Responder must use standard and consistent project activity identification numbers, textual descriptions, and codes in all project schedule submittals in a manner acceptable to Iowa DOT. Each project schedule submittal must be clearly identified.

All project work must be undertaken and completed in accordance with the most recent project schedule as approved by Iowa DOT.

- As it becomes necessary to modify the project schedule to reflect changes to the work sequences or to subdivide further and resource-load the project staffing, the Responder must request changes to the project schedule and submit such requested changes in writing to Iowa DOT for approval. Changes, depending on materiality, may be subject to the scope change provisions of the contract.

3.6.2.3 Issues Management

At a minimum, the project management plan must include a description of how the successful Responder will work with Iowa DOT to discuss and resolve ECM solution issues. The issues

management process must be used to establish a structured means to track issues and to ensure timely resolution of questions and issues. The Responder must include a description of the issues escalation process, which must include the Responder's corporation escalation point of contact.

3.6.2.4 Risk Management

The project management plan must describe the risk management process that the Responder will implement to identify, track, and mitigate areas of project risk. Factors that must be tracked over the course of the project include, but are not limited to, the events subject to risk and their probability, impact, and risk reduction/mitigation strategies for each identified risk.

3.6.2.5 Quality Management

The successful Responder must effectively manage its project team and project activities so as to provide quality services to Iowa DOT in all aspects of the delivery of the ECM solution. At a minimum, the Responder must establish and report on both a quality control and quality assurance program.

The Responder must maintain its own internal quality management staff, so that such individuals have the authority to effect changes in design, construction, and/or maintenance procedures, as the case may be, in the event of any failure to comply with the stated requirements of the RFP and Scope of Work.

The Responder must designate a Quality Control Manager who will be a part of the day-to-day project team and who will be responsible for implementing the quality management program. This Quality Control Manager must be independent of regular project production activities. The Quality Control Manager role may be part-time but must be engaged at a sufficient level of involvement on a weekly basis to carry out all quality control activities. An alternate for the Quality Control Manager must be designated if the Quality Control Manager is going to be absent from the project for more than two calendar weeks. The Quality Control Manager must have the authority to raise project issues not being addressed by the Responder's Project Manager or project team directly to the Responder's senior project executive and/or the Responder's Quality Assurance Executive. The quality management role on the project must ensure that the project is completed in accordance with the requirements of the Scope of Work, and it must confirm that the Responder is achieving the obligations and commitments stated in its response.

The Responder must prepare **deliverable expectation documents (DEDs)** for each unique deliverable or deliverable type required under the Scope of Work. The DED must provide an outline of the anticipated contents of a deliverable. The DED must be prepared as a draft and provided to Iowa DOT for its review and approval prior to starting work on a deliverable.

All deliverables should be peer-reviewed by another team member and then reviewed by the appropriate Responder task area lead person, the Responder's Project Manager, and the Responder's Quality Control Manager prior to submission to Iowa DOT as a draft deliverable. A quality control checklist at the front of each deliverable or provided as a separate document

(for software and hardware deliverables) must show the date that each of these review steps takes place.

The Responder must implement a process for conducting periodic formal quality assurance reviews of project performance against scope, schedule, and budget. These quality assurance reviews must be conducted by a Responder executive not otherwise involved in the delivery of the project and independent in terms of reporting relationship from the Responder's Project Manager. The Responder's Quality Assurance Executive must coordinate with the Iowa DOT Project Manager in terms of conducting and reporting out to Iowa DOT management on the results of these reviews.

3.6.2.5.1 Quality Management Plan

The Responder must provide an outline of its proposed quality management plan as part of its Technical Proposal. The successful Responder must then submit a draft quality management plan for Iowa DOT review within 30 days of NTP. This plan must guide the implementation of the Responder's quality program throughout the life of the project. At a minimum, the quality management plan must include:

- Process for developing and obtaining Iowa DOT review and approval of deliverable expectation documents (DEDs);
- Responder's deliverable development and review process including peer review process and internal Responder team reviews by responsible project leads and Project Manager prior to submission to Iowa DOT;
- Identification of planned quality assurance review points; and
- Approach for conducting quality assurance reviews including the process for coordination and collaboration with Iowa DOT to report review findings and planned actions to remediate any identified issues.

3.6.2.6 Project Kick-off

The successful Responder must facilitate a kickoff meeting with Iowa DOT no later than thirty (30) days after NTP. The kickoff meeting agenda must include a review of the project scope, delivery approach, budget, and schedule. It must also include identification of any documents or materials that the Responder needs from Iowa DOT. The kickoff meeting must be held on-site at Iowa DOT. The Responder must provide meeting minutes of the kickoff meeting within five (5) business days for review and approval by Iowa DOT.

3.6.2.7 Workshops and Working Sessions

The successful Responder must conduct formal workshops and informal working sessions, as needed, with Iowa DOT and other parties to gather information, resolve issues, clarify business rules, obtain required input for configuring the system and design interfaces or any other system modifications required for the implementation and operation of the ECM solution. An overview of the anticipated workshops and working sessions must be discussed at the kickoff

meeting.

At a minimum, the successful Responder must provide agendas and support material for each workshop and working session. The Responder must provide supporting material in advance for all formal workshops and as required for working sessions. Iowa DOT will work with the Responder to identify and schedule required participants in the meetings.

3.6.2.8 Bi-Weekly Status Meetings

At a minimum, the successful Responder must meet with Iowa DOT's Project Manager and other key stakeholders as determined by Iowa DOT at least bi-weekly for project status meetings. These meetings must be held to discuss project progress, issues, and planned activity for all phases of the project. The Responder and Iowa DOT must jointly develop the agenda for these meetings.

- In addition to the bi-weekly meetings, the Responder must meet with Iowa DOT or its designee as needed to discuss project-related issues.

3.6.2.9 Monthly Progress Reports

Commencing in the first full month after issuance of NTP, the successful Responder must submit a monthly progress report for Iowa DOT's review. At a minimum, the monthly progress reports must include the following current ECM solution information:

1. Progress for the current period for all project activities;
2. Identification of issues, resolution strategy, deadline, and responsible party;
3. Actual start and actual finish dates of activities, percentage complete, and business days remaining for activities in progress;
4. Submittals scheduled to be submitted for the forthcoming period;
5. Sixty-day (60) look-ahead report on all Iowa DOT approvals required;
6. Ninety-Day (90) lookahead bar chart schedule sorted by activity start dates; and
7. Critical items graphical report for each critical path sorted by activity start date.

The monthly progress reports must reflect updated progress to the status date, forecast finish dates for project activities in progress, and forecast dates for remaining project activities. It must otherwise contain no changes in project activity durations, logic ties, or restraints without approval from Iowa DOT.

An electronic copy of the project schedule file used for the monthly schedule update must be submitted to Iowa DOT with the monthly progress reports.

Iowa DOT will review the monthly progress reports for consistency with successful Responder's current approved project schedule and for conformance with the RFP and Scope

of Work. The Responder must correct any deficiencies and resubmit its monthly progress reports. Iowa DOT may withhold payments from the Responder until the monthly progress report changes have been made to the satisfaction of Iowa DOT.

Iowa DOT will utilize the information in the monthly progress reports to manage its activities, to be responsive to the Responder's project schedule, and to measure the Responder's performance with respect to its plan for accomplishing the required ECM solution activities.

3.6.2.10 Deliverables

Iowa DOT will review and approve all deliverables required under this RFP. The successful Responder must submit draft deliverables for comment by Iowa DOT. Iowa DOT will require ten (10) business days to review any deliverable. Iowa DOT will provide the Responder with a consolidated set of comments on the deliverable. The Responder must respond in writing to all Iowa DOT comments. A comment resolution meeting may be conducted to clarify and resolve any remaining questions and issues concerning the comments provided by Iowa DOT to the Responder.

Based on Iowa DOT comments and the results of the comment resolution meeting (if held), the Responder must prepare a final version of the deliverable for Iowa DOT approval.

3.6.2.11 Agendas and Meeting Minutes

The successful Responder must keep minutes of all project-related meetings and distribute copies of the draft minutes to Iowa DOT participants within five (5) business days after the meeting date, and final meeting minutes five (5) business days after Iowa DOT has submitted draft meeting minute comments.

The Responder must be responsible for the distribution of final Iowa DOT-approved meeting minutes to appropriate parties.

At a minimum, all meeting minutes must contain a complete list of attendees (including their affiliations and telephone numbers), descriptions of issues discussed, any decisions made, the direction given, remaining open issues and action items (including identification of the party responsible for follow up and the target date for resolution). Internal meetings between the Responder's team members are excluded from this requirement.

3.6.3 Website Accessibility for Persons with Disabilities

The successful Responder's website content; versions, upgrades, updates, any and all revisions must conform to the State of Iowa's **Website Accessibility Standard**, which can be found at:

<https://ocio.iowa.gov/website-accessibility-standard>.

Responders must provide proof of compliance with this standard to be reviewed and approved by Iowa DOT. Third party audits may be required if the state standard is not already met. All costs incurred for the third-party audit will be the responsibility of the successful Responder.

3.7 DOT RESPONSIBILITIES

3.7.1 Iowa DOT Project Organization and Staffing

Iowa DOT will appoint a project manager to oversee the project throughout its design, testing, implementation, and ongoing maintenance and support. The Project Manager will work closely with the selected responder's Project Manager to coordinate all phases and activities of the ECM project.

The Iowa DOT Project Manager reserves the right to designate a representative to participate in or assist in the execution of any or all duties assigned to the Iowa DOT Project Manager as they relate to this project. In such instances, the Responder must interpret that the designee has the same level of authorization as the Iowa DOT Project Manager.

The Iowa DOT will make available necessary workspace and access to systems.

The Iowa DOT ECM solution will be managed by an executive sponsor or their delegate and a steering committee of senior business and IT stakeholders, who are responsible for establishing the project scope, schedule and budget within the guidance provided by the Executive Sponsor and Iowa DOT executive management and for providing policy direction as required.

The project is managed on a day-to-day basis by the Iowa DOT Project Manager reporting to the Project Steering Committee and supported by an Iowa DOT Information Technology Lead. For planning purposes, the Responder may assume Iowa DOT staffing at the level of participation outlined in Exhibit 3-7.

Exhibit 3-7: Anticipated Iowa DOT Project Staffing

Role	Anticipated level of participation
Iowa DOT Project Manager	Iowa DOT staff member knowledgeable in terms of business processes and system requirements and responsible for day-to-day direction of project activities
Iowa DOT IT Lead	To oversee technical work performed by Responder and to manage Iowa DOT IT or third-party partner work required on the project and to act as primary point of contact with Iowa DOT IT Division
Business Unit Subject Matter Experts	Various Iowa DOT MVD staff and staff from Iowa DOT Legal Counsel, and other areas as required to participate in workshops, review deliverables, perform user acceptance testing, etc. This will be an estimated 15-20 staff members.

Role	Anticipated level of participation
Other Iowa DOT IT staff as required to develop interfaces with other Iowa DOT systems and support data extracts required for conversion	As determined to be required by interface plan and data conversion plan
Iowa DOT Infrastructure and Network Teams	Part-time as needed to perform activities and meet timelines as per approved project work plan

3.7.1.1 Estimated User Counts

The ECM solution will have the following estimated end user counts:

Exhibit 3-8: Estimated Users by Business Area

Business Unit/Area	Head Count
DOT Employees (All divisions) (Estimated number of casual users 10%)	2,750
Motor Vehicle Registration	1200
Motor Vehicle County	300
Motor Vehicle Dealer (Future)	~750
Total	~5,000

3.7.1.2 Office Space for Project Team

Iowa DOT will provide on-site workspace for Responder team members as needed. Responders should outline in their Technical Proposals additional and specific resources requested from Iowa DOT.

3.8 SYSTEM ACCEPTANCE CRITERIA

This section outlines the criteria for system acceptance for system Go-Live and for Final System Acceptance. These criteria will be applied to the ECM solution implementation.

3.8.1 Criteria for Obtaining Approval for System Go-Live

For the ECM solution to be transitioned to a production status, the following requirements must be achieved

- Successful completion and approval by Iowa DOT of system test, integration test, security test and performance test;
- Successful completion by Iowa DOT and approval by the Iowa DOT Project Steering Committee of user acceptance testing;
- Successful completion of end-user training and approval of the completion of training by the Iowa DOT Project Steering Committee;
- Successful completion and approval by Iowa DOT of a minimum of two practice/mock data conversions;
- No severity 1 issues/deficiencies; and
- No severity 2 issues/deficiencies or if there is a severity 2 issue there is a documented workaround and a plan for remediating the issue which has been approved by the Iowa DOT Project Steering Committee.

Any modification of these requirements must require the approval of the Iowa DOT Project Steering Committee and the Iowa DOT Executive Sponsor

3.8.2 Criteria for Final System Acceptance

The successful Responder must have appropriate staff on-site during the Go-Live period. The Responder may request Final System Acceptance for the ECM solution after ninety (90) continuous days of operation in a production status with no Severity 1 incidents. If a Severity 1 incident occurs, the clock for determining Final System Acceptance is re-set to zero and the 90-day period of continuous operation without a Severity 1 incident begins again.

3.9 ONGOING SYSTEMS OPERATIONS AND MAINTENANCE SERVICES (MINIMUM)

3.9.1 Hosting and Managed Services Responsibilities

The responsibilities of the successful Responder and Iowa DOT beginning with the deployment of the ECM solution into production status and throughout the post-production support and managed services phase are outlined below as an example. Responders must provide detail related to their support models and escalation procedures as well as any partners involved in the support, in their response. For purposes of these responsibilities, the following definitions must apply:

- **Tier 1:** This is the initial level of support responsible for basic user issues including re-setting passwords, problems accessing the ECM solution, questions about how to use

the application, and initial problem determination and triage. The responsibilities of Tier 1 are to gather the user's information and to determine the user's issue by analyzing the symptoms and figuring out the underlying problem. The ECM solution implementation project has established a goal of addressing 60% of user problems at Tier 1 during the first year of production operations and 70% of user problems at Tier 1 beginning in the second full year of production operations.

- **Tier 2:** This level of support is responsible for advanced technical troubleshooting and analysis of problems/issues/incidents, which cannot be completely resolved by the Tier 1 analyst.
- **Tier 3:** This level of support is the highest level of support within the ECM solution team and is responsible for handling the most difficult or advanced problems which cannot be resolved at Tier 2. Individuals performing Tier 3 support must be capable of performing expert-level troubleshooting and analysis methods.
- **Tier 4:** This level of support involves escalation to organizations outside the Responder's project team. An example would be the escalation of an incident to a specialist in the Responder's product support organization not regularly assigned to the project team or the escalation of an incident to the help desk or a product specialist at a third-party software vendor.

3.9.1.1 Responder Hosting and Managed Services Responsibilities

At a minimum, Responders must meet the following:

- Manage and perform ECM solution support;
- Manage and perform the required support for the non-production, production and disaster recovery landscapes;
- Assist Iowa DOT in staffing the Tier 1 ECM solution Service Desk by providing at least one staff member experienced with the proposed solution from 8:00 AM – 5:00 PM Central time for the first three (3) months of production operations for the ECM solution;
- Manage and perform Tier 2 and Tier 3 support for the ECM solution software components;
- Manage and perform Tier 2 and Tier 3 support for the technical infrastructure components;
- Escalate ECM solution incidents to the appropriate Tier 4 organization when required and manage/monitor this escalation and resolution process;
- Manage relationships with any third-party software providers and hardware providers;
- Apply patches to the ECM solution within 30 days of release by Responder's product support organization or another software provider;

- Apply product upgrades (versions/releases) upon approval of Iowa DOT (work performed based on Iowa DOT approval from enhancement services hours);
- Make changes to the ECM solution configuration to address identified system defects;
- Make changes to the ECM solution configuration to address configuration changes approved by the Iowa DOT Project Steering Committee (work performed based on Iowa DOT approval from enhancement services hours);
- Design, code, and unit test modifications to approved customizations, custom workflows, and system interfaces to address identified defects;
- Design, code, and unit test enhancements approved by Iowa DOT (work performed based on Iowa DOT approval from enhancement services hours);
- Plan, manage, and perform integration testing, system testing, and regression testing of any system changes;
- Support Iowa DOT planning and execution of any required user acceptance testing;
- Create or update user documentation, technical documentation, and training materials to reflect system changes;
- Provide advisory support on any user training impacts;
- Promote any changes to the production environment according to and in compliance with Iowa DOT's production change control processes; and
- Manage system configurations to ensure any bug fixes applied to the production environment are deployed to all active development and test environments.

3.9.1.2 Iowa DOT Production Operations Responsibilities

Iowa DOT's production operations responsibilities must include:

- Operate the Tier-1 ECM solution Service Desks;
- Perform routine security administration such as the creation of user-ids, assignment of user responsibilities and the re-setting of user passwords – Iowa DOT IT;
- Perform Tier 2 and Tier 3 support for incidents with the Iowa DOT network – Iowa DOT IT;
- Code and unit test all changes to interface programs developed by Iowa DOT to remediate identified defects or support approved enhancement requests – Iowa DOT IT;
- Design, code, and unit test any new interfaces to or extracts from existing Iowa DOT systems as part of approved enhancement requests – Iowa DOT IT;
- Participate in system testing, integration testing, and regression;

- Plan and perform user acceptance testing of any system changes;
- Provide any required additional training of end users, leveraging training materials developed by the Responder; and
- Manage organizational change impacts, with advisory support from the Responder.

3.9.2 Required Incident Management Resolution Timeframes

At a minimum, the successful Responder must address all ECM solution production system incidents for which it is responsible within the timelines outlined in Exhibit 3-4. The final responsibility for setting the priority on an incident resides with Iowa DOT's Project Manager. Identification and resolution of ECM solution production system incidents must be managed through Iowa DOT's information technology service desk application.

At a minimum, the process for documenting a production incident must be as follows:

- A user will either log an incident themselves using the self-service capabilities of Iowa DOT's service desk solution (if available) or the user will call or email the ECM solution Tier 1 Service Desk; alternatively, a Tier 1, Tier 2, or Tier 3 support team member may enter an incident themselves;
- The ECM solution Service Desk staff must assign a priority based on the criteria in Exhibit 3-5; incidents identified as High or Medium must be escalated to the Iowa DOT Project Manager for confirmation;
- Iowa DOT's service desk application must route the ticket to the appropriate ECM solution team members based on staff assignments and business rules provided by the Responder, with notifications provided to Iowa DOT's Project Manager or designee for all High and Medium priority incidents; and
- The Responder team member assigned the ticket must update the status of the ticket including recording when work is begun, the problem diagnostics performed, the solution implemented to remediate the defect/incident, and the date and time the incident is closed.

The severity definitions outlined in Exhibit 3-4 must also apply to defects identified in testing during the implementation phases of the project; however, the timeframes for initiating work and correcting defects identified during pre-production testing must be established for each type of testing as part of the approved master test plan. Defects during testing must be tracked in a defect log provided by the Responder.

Exhibit 3-7: System Incident Resolution Timeframes

Severity	Description	Timeframes for Initiating Work and Resolving the Incident
Severity Level 0 – Ultra High	This incident pertains solely to Driver’s License Photo processing. Show-stopper incident preventing Iowa DOT from retrieving and processing Driver’s License Photos.	<p>The Responder must acknowledge the incident and begin problem diagnostics on the incident within 15 minutes of the incident being reported to the Responder.</p> <p>The Responder must resolve 100% of all Ultra High priority incidents within 4 hours of incident identification by either resolving the incident or implementing a workaround, which allows the incident to be re-classified as a High or Medium priority incident.</p>
Severity Level 1 – High	Show-stopper incident preventing Iowa DOT from performing business operations. There is no workaround or the workaround is extremely complex.	<p>The Responder must acknowledge the incident and begin problem diagnostics on the incident within 30 minutes of the incident being reported to the Responder.</p> <p>The Responder must resolve 100% of all High priority incidents within 24 hours of incident identification by either resolving the incident or implementing a workaround, which allows the incident to be re-classified as a Medium or Low priority incident.</p>
Severity Level 2 – Medium	Material impact to Iowa DOT business operations. However, there is a workaround allowing business operations to proceed in the interim.	<p>The Responder must acknowledge the incident within 30 minutes and begin problem diagnostics on the incident within three (3) hours of the incident being reported to the Responder.</p> <p>The Responder must resolve at least 95% of all Medium priority incidents within five (5) business days of incident identification.</p>

Severity	Description	Timeframes for Initiating Work and Resolving the Incident
Severity Level 3 – Low	System does not work according to the approved design, but the incident is having a limited immediate impact on Iowa DOT business operations.	The Responder must acknowledge the incident within one day and begin problem diagnostics on the incident within 10 business days of the incident being reported to the Responder. The Responder must resolve at least 90% of all Low priority incidents within 20 business days of incident identification.
Enhancement*	Incident is determined to be an enhancement to the ECM solution.	Prioritized by Iowa DOT Project Steering Committee and scheduled/worked on if approved by Iowa DOT.

* Enhancement is defined as a feature or function not identified in the initial scope of the RFP.

3.9.3 Production System Performance and Reliability

The Responder’s proposed ECM solution must meet or exceed all reliability and performance requirements documented in the General and Technical Requirements in Appendix 1.

In the event the Responder is not meeting system performance requirements, the Responder must take all steps necessary to address and correct the performance issues including the acquisition, at its sole expense, of any additional required hardware, system software, database utilities, performance monitoring tools, or other components required to remediate the performance issue. The Responder must submit any proposed solution to address a performance issue to Iowa DOT for review and approval. The Responder must first test any proposed fix in a production-like environment where the size and transaction volumes of the production landscape can be simulated prior to implementing the solution in the production landscape. The Responder must conduct this testing in accordance with the test methods, procedures, and protocols for performance testing outlined in the approved master test plan and the test procedures for performance testing.

3.9.4 Disaster Recovery

At a minimum, the Responder must meet the disaster recovery requirements documented in the **General Requirements** under the Disaster Recovery Category in Appendix 1. Availability and performance requirements for the ECM solution production landscape (other than the disaster recovery requirements) must also apply to the disaster recovery landscape if/when the disaster recovery environment is acting as the production landscape.

Upon contract award, the Responder must provide evidence that their business continuity program is certified and mapped to the international British Standards Institution (BSI) 25999 standard and the successor International Standards Organization (ISO) 22301 standard. This

evidence of certification must then be provided annually for the duration of the contract on the anniversary date of the contract award.

3.9.4.1 Disaster Recovery Testing

At a minimum, the Responder must prepare a disaster recovery plan that documents the approach for failing-over from the production landscape to the disaster recovery landscape in the event of a system outage as defined in Appendix 1. The disaster recovery plan must also document the process for testing the failover and fallback of the ECM solution during a disaster recovery test activity, which must take place prior to production cut-over and then annually for the duration of the contract. Iowa DOT requires prior notice within a period to be approved by the Iowa DOT for disaster recovery testing.

3.9.5 Application Environment

At a minimum, the deployed application must be available 24/7/365 99.6% of the time, as documented in Appendix 1. Responders must provide any Service Level Agreement (SLA), Maintenance Agreement (MA), Hosting Agreement (HA), Software License Agreement (SLA) or any agreement that addresses standard protocol for uptime, downtime and remediation.

3.9.6 Hosting Data Center Environment

The Responder must be responsible for the acquisition and operation of all hardware, software and network support related to the ECM solution and associated services being provided to Iowa DOT. The Responder must be responsible for any technical and professional activities required for establishing, managing, and maintaining the ECM solution data centers environment. The ECM solution data centers environment including the Responder's proposed solution and any other third-party application components must be available on a 24 hour per day, 365 days per year basis, providing around-the-clock service to Iowa DOT.

The hosting site environment must include redundant power, fire suppression, and 24 hours per day, 365 days per year on-site security. The hosting environment must include redundant Internet connectivity; redundant firewalls; VPN services; secured remote access methods; fault tolerant internal network with gigabit Ethernet backbone; clustered central file and database servers; load-balanced application and web servers: a three-tier development environment; nightly backups; and 24 hours by 365 days per year monitoring of all services and servers.

At a minimum, the Responder must adhere to the following policies, standards, and procedures in terms of data center operations during implementation and operation of the ECM solution:

- The Responder must provide documentation of internal and external security controls, and their compliance level to industry standards;
- The Responder must disclose its security processes and technical limitations to Iowa

DOT such that adequate protection and flexibility can be attained between Iowa DOT and the Responder. An example might be virus checking and port sniffing where Iowa DOT and the Responder must understand each other's roles and responsibilities;

- The Responder must allow Iowa DOT to audit conformance to the contract terms and test for vulnerabilities. Iowa DOT may perform this audit or contract with a third party at its discretion;
- The Responder must provide Iowa DOT with the ability to import or export data in piecemeal or in its entirety at Iowa DOT's discretion without interference from the Responder and at no additional cost; and
- The Responder must allow Iowa DOT access to system logs, latency statistics, etc. that affect Iowa DOT's data and/or processes.

3.9.7 Service Level Agreement

Responders must include any applicable Service Level Agreement (SLA) in their proposal. The desired SLA for the ECM Solution project would include the following components at a minimum:

- Safeguarding of Iowa DOT Information
- Procedures for Addressing a Security Breach
- System Patching
- Major Upgrades

3.9.7.1 Safeguarding of Iowa DOT Information

Protection of Iowa DOT information must be an integral part of the business activities of the Responder to ensure that there is no inappropriate use of Iowa DOT information at any time. Any Iowa DOT information obtained by the Responder must become and remain the property of Iowa DOT. At no time must any information, belonging to or intended for Iowa DOT, be copied, disclosed, or retained by the Responder or any party related to the Responder for subsequent use in any transaction that does not include Iowa DOT. The Responder must not use any personal information collected in connection with the services performed for the ECM solution for any purpose other than fulfilling the required services of the ECM solution.

To ensure appropriate data protection safeguards are in place, the Responder must, at a minimum, at all times:

- Ensure that Iowa DOT information is protected with reasonable security measures;
- Promote and maintain among the Responder's employees and agents an awareness of the security needs of Iowa DOT's information;
- Safeguard the confidentiality, integrity, and availability of Iowa DOT information;

- Provide Iowa DOT with full and unlimited access to Iowa DOT data at all times at no additional cost;
- Make Iowa DOT data and processes available to third parties only with the express written permission of Iowa DOT;
- Ensure that Iowa DOT's backed-up data is not commingled with other cloud service customer data;
- Ensure that appropriate security measures are put in place to protect the Responder's internal systems from intrusions and other attacks;
- Encrypt all data as identified by Iowa DOT;
- Encrypt all non-public data in transit to the Cloud;
- Access Iowa DOT user accounts or Iowa DOT data only in the course of data center operations, in response to service or technical incidents/issues or at Iowa DOT's written request; and
- The State of Iowa requires that all state data (including directory data and metadata) stays within the continental United States at all times (at rest and in transport).

The Responder must comply with the ISO and International Electrotechnical Commission (IEC) 27001 standard for information security management systems. The Responder must also provide prior to contract award evidence of their certification or pursuit of certification. The Responder must then provide evidence of their continued certification annually for the duration of the contract on the anniversary date of the contract award.

When requested by Iowa DOT the Responder must destroy all requested data in all its forms including but not limited to disk, CD/DVD, tape, and paper. Data must be destroyed according to the National Institute of Standards and Technology (NIST) approved methods. The Responder must provide certificates of destruction to Iowa DOT.

3.9.7.2 Compliance with State of Iowa IT Policies and Standards

The Responder will comply with and adhere to all Iowa Department of Transportation and State of Iowa information technology standards, including, without limitation, all technical and security standards, procedures and protocols, and provide training to Responder's employees and subcontractors concerning such standards, procedures, and protocols. The current standards are accessible online at <https://ocio.iowa.gov/standards>.

3.9.8 Discovery Requests, Subpoenas, and Other Legal Requests

The Responder must disclose to Iowa DOT a description of its procedures, roles and responsibilities related to electronic discovery, litigation holds, discovery searches, and expert testimonies. The Responder must also disclose its process for responding to subpoenas, service of process, and other legal requests.

3.9.8.1 Procedures for Addressing a Security Breach

The successful Responder must inform Iowa DOT of any suspected security breach or detection of any suspicious intrusion that is occurring or has occurred that jeopardizes Iowa DOT's data or processes. The Responder must give notice of any breach or potential breach to Iowa DOT within two (2) hours of its discovery. The Responder must make full disclosure of the assets that might have been jeopardized. In addition, the Responder must inform the Iowa DOT of the actions it is taking or will take to reduce the risk of further loss to Iowa DOT. If the breach requires public notification, the Responder must coordinate all communication with Iowa DOT.

The Responder must cover the costs of response and recovery from a data breach. Iowa DOT will expect to recover all breach costs from the Responder.

3.9.8.2 System Patches

The successful Responder must maintain all ECM solution components including any third-party software and hardware. Responders must provide the frequency of system updates and patches as well as prior notification and approval by DOT should there be a possibility that this could interrupt normal daily business.

3.9.8.3 Major Upgrades

The successful Responder must give a minimum of three (3) months advance notice to Iowa DOT of any major upgrades or system changes that the Responder will be performing that may impact the operations of the data center environment where the ECM solution are hosted. Iowa DOT reserves the right to defer these changes if desired.

3.9.9 End of Contract Transition or Contract Termination

Iowa DOT must be entitled to an end of contract transition or post-termination assistance generally made available by the successful Responder to the customers of its managed services or hosting services. During the end of contract transition or in the event of termination of the contract, the Responder must perform at a minimum the following services:

- Collaborate with Iowa DOT and a potential successor solution provider in transition planning and in executing end of contract transition activities;
- Support data migration planning;
- Prepare database snapshots, and other data extracts from the Responder's production system to support data conversion planning, development, testing and execution; and
- Implement an orderly return of Iowa DOT's data and other assets and the subsequent secure disposal of Iowa DOT assets. The Responder must provide to Iowa DOT all Iowa DOT ECM solution data in an Iowa DOT defined format based on the then

current or planned Iowa DOT platforms including database, operating systems, and physical media, along with attachments in their native format.

Upon contract termination, the successful Responder must return the data as described above. No data must be deleted for a period of 90 days after the effective date of the contract termination. After such 90-day period, the Responder must have no obligation to maintain or provide any Iowa DOT data as long as Iowa DOT officially agreed the data has been returned successfully and must thereafter, unless legally prohibited, delete all Iowa DOT data in its systems or otherwise in its possession or under its control.

The Responder must prepare a Transition Out Plan for review and approval by Iowa DOT within 120 days of the fifth anniversary of contract execution.

3.9.10 Suspension of Services

During any period of service suspension, the successful Responder must not take any action to erase any Iowa DOT data intentionally.

3.9.11 Enhancement Services

The Responder must describe and include the enhancement procedure offered to clients when enhancements to the application are desired or needed. When the Iowa DOT determines enhancements are needed or desired, the request will be conveyed to the successful Responder's project manager who will be responsible for a Statement of Work that outlines the scope, tasks, deliverables, rates by the role of effort, estimated cost, and the estimated duration. The successful Responder will design, develop, test, and implement the enhancement upon Iowa DOT approval. The work will be performed at the proposed rates and level of effort by the role as provided in the rate card included in the cost proposal. The estimated costs will be on a "time and materials" basis.

3.10 RESPONDER STAFFING

3.10.1 Key Personnel

The following roles are classified by Iowa DOT as **key personnel**:

- The Responder's Project Manager, or equivalent, the Responder's Functional Leads for the ECM solution (depending on the solution elements proposed), and the Responder's Technical Lead. Key personnel are expected to remain on the project for the duration of the contract and/or until their assigned responsibility is fully completed, if possible. The resumes provided in the Response will establish the baseline for the level of experience and skill expected from any staff assigned to the project in the event the Responder is awarded the contract, and one of its proposed staff must be replaced. All substitutions of Responder project staff (whether key personnel or otherwise) are subject to the approval of Iowa DOT.

3.10.2 Use of Subcontractors and Other Business Partners

Iowa DOT must have the right to prior approval of any subcontractor to avoid potential conflicts or impropriety.

Iowa DOT has retained the eVision Partners, Inc. consulting firm to provide guidance in preparing the RFP and/or to provide advice on related financial, contractual, and technical matters. This firm is prohibited from joining any Responders team or otherwise assisting any Responder in connection with the RFP procurement process.

The Responder must identify all its strategic business partners who will be involved in any ECM solution implementation services and/or in supporting ongoing system operations. The Responder must only make Iowa DOT's data and processes available to subcontractors, other business partners, and other third parties as specifically required to perform activities under this RFP and with the express written permission of Iowa DOT.

3.10.3 Requested Removal of Responder Staff

Iowa DOT must have the right at any time to require that the Responder removes from interaction with Iowa DOT any Responder representative whom Iowa DOT believes is detrimental to its working relationship with the Responder. Iowa DOT will provide the Responder with notice of its determination, and the reasons it requests the removal. If Iowa DOT signifies that a potential security violation exists with respect to the request, the Responder must immediately remove such individual. The Responder must not assign a person whom Iowa DOT has requested be removed from the project to any aspect of the ECM solution implementations or ongoing operations in the future without Iowa DOT's explicit consent.

3.10.4 Segregation of Duties

The Responder must have robust compartmentalization of job duties, perform nationwide background checks, require/enforce non-disclosure agreements, and limit staff knowledge of Iowa DOT data to that which is absolutely needed to perform job duties.

Section 4 Form and Content

4.1 Instructions

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

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

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

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

Example:

Technical Envelope(s) Contain(s):

Original Technical Response & Copies
Electronic copy of the Technical Response

Cost Proposal Envelope Contains:

Original Cost Proposal & Copies
Electronic Copy of the Cost proposal

Public Copy

Responders must indicate in the Transmittal Letter if the original technical response is considered the public copy without redactions. See Section 2.21

The envelopes must be labeled with the information found on the cover sheet:

***[RFP Title] [RFP Number]
[Issuing Officer's Name]
[Responder's Name and Address]
Iowa Department of Transportation
800 Lincoln Way
Ames, Iowa 50010***

The Iowa DOT must not be responsible for misdirected packages or premature opening of Responses if a Response is not properly labeled.

4.1.3 One (1) original, one (1) Public Copy of Technical w/redactions, one (1) removable media (example: CD or flash drive) each in a sealed envelope, **and** the additional number of copies of the Response defined on the Procurement Timetable in the cover section, must be timely submitted to the Issuing Agent.

4.1.4 If the Responder designates any information in its Reponse as confidential pursuant to Section 2.21, the Responder must also submit one (1) copy of the Response from which confidential information has been excised as provided in Section 2.21 marked "**Public Copy**".

4.1.5 Responders may include promotional materials as company information but they must not take the place of the Response and will not be considered for the award unless they enhance the response to a specific requirement.

4.1.6 Attachments must be referenced in the Response.

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

4.2 Technical Response

The following documents must be included in the Technical Response in the order given below:

4.2.1 Transmittal Letter (Required) An individual authorized to legally bind the Responder must sign the transmittal letter. The letter must include the Responder's mailing address, electronic mail address, fax number, and telephone number.

Any request for confidential treatment of information must be included in the transmittal letter in accordance with the provisions of Section 2.21. In addition to the specific statutory basis supporting the request, an explanation why disclosure of the information is not in the best interest of the public is required. The transmittal letter must also contain the name, address, electronic mail address and telephone number of the individual authorized to respond to the Iowa DOT about the confidential nature of the information.

4.2.2 Table of Contents Responder's should include a table of contents of its Response and submit the check list of submittals per Attachment # 3.

4.2.3 Executive Summary Responder's must prepare an executive summary and overview of the services and/or goods offered including all of the following information:

4.2.3.1 Statements that demonstrate that the Responder has read, understands and agrees with the terms and conditions of the RFP including the contract provisions in Section 6.

4.2.3.2 An overview of the Responder's plans for complying with the requirements of this RFP. (Including project management approach).

4.2.3.3 Any other summary information the Responder deems to be pertinent.

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

4.2.5 Company Background Information: provide the following general background information:

4.2.5.1 Name, address, telephone number, fax number and e-mail address of the Responder including all d/b/a's or assumed names or other operating names of the Responder.

4.2.5.2 Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company.

4.2.5.3 State of incorporation, state of formation, or state of organization.

4.2.5.4 The location(s) (including address and telephone numbers) of the offices and other facilities that relate to the Responder's performance under the terms of the RFP.

4.2.5.5 Local office address and phone number (if any).

4.2.5.6 Number of employees.

4.2.5.7 Type of business.

4.2.5.8 Name, address, e-mail address and telephone number of the Responder's representative to contact regarding all contractual and technical matters concerning the Response.

4.2.5.9 Name, address, e-mail address and telephone number of the Responder's representative to contact regarding scheduling and other arrangements.

4.2.5.10 Name, contact information and qualifications of any sub-Contractors who will be involved with this project.

4.2.5.11 Responder's accounting firm.

4.2.5.12 The successful Responder is required to be registered to do business with the Iowa DOT before payments can be made. For vendor and contractor registration documents go to <http://www.iowadot.gov/purchasing>.

4.2.6 Experience

The Responder must provide the following information regarding its experience:

4.2.6.1 Number of years in business.

4.2.6.2 Number of years' experience with providing the types of goods and/or services sought by the RFP.

4.2.6.3 The level of technical experience in providing the types of goods and/or services sought by the RFP.

4.2.6.4 A detailed list of goods and/or services similar in size and scope to those sought by this RFP that the Responder has provided to other businesses or governmental entities within the past three years.

4.2.6.5 References from three (3) previous or current customers or clients knowledgeable of the Responder's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person, e-mail address and telephone number for each reference.

4.2.7 Personnel

The Responder must provide resumes for all key personnel who will be involved in providing the goods and/or services contemplated by this RFP.

The following information must be included in the resumes:

4.2.7.1 Full name.

4.2.7.2 Education.

4.2.7.3 Years of experience and employment history particularly as it relates to the requirements of the RFP.

4.2.8 Financial Information (short list Responders only)

The Responder may be asked to provide the following financial information:

4.2.8.1 Audited financial statements for the last 3 years. Privately held companies may substitute Credit reports.

4.2.8.2 A minimum of three (3) financial references. Privately held companies may substitute: Letters of Reference from the bank.

4.2.9 Terminations, Litigation, Debarment

The Responder must provide the following information for the past five (5) years: (also see Attachment 1)

4.2.9.1 Has the Responder had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.

4.2.9.2 Describe any damages or penalties assessed against or dispute resolution settlements entered into by the Responder under any existing or past contracts for goods and/or services. Provide full details regarding the incident, including the dollar amount of damages, penalties and settlement payments.

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

4.2.9.4 A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Responder or its officers have been a party, if any. The Responder must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the Response or in termination of any subsequent contract.

4.2.9.5 Any irregularities discovered in any of the accounts maintained by the Responder on behalf of others, describe the circumstances and disposition of resolving the irregularities.

The above disclosures are a continuing requirement of the Responder. The Responder must provide written notification to the Iowa DOT of any such matter commencing or occurring after submission of a Response, and with respect to the successful Contractor, following execution of the Resulting Contract.

4.2.10 Certification Letter (Attachment 1)

The Responder must sign and submit with their Response the document included as Attachment1 (Certification Letter) in which the Responder must make the certifications included in Attachment 1.

4.2.11 Acceptance of Terms and Conditions

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

per the RFP page and section and provide the reason for the objection. Objections or responses that materially alter the RFP may be deemed non-responsive and result in rejection of the Response.

4.2.12 Authorization to Release Information (Attachment 2)

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

4.2.13 Firm Terms

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

4.2.14 Work Plan

Responder's must describe their overall approach to meeting or exceeding the requirements of the RFP. In addition to the detail in Section 3, Responder's work plans must include items such as timeline, additional functionality and any other pertinent information that would assist the evaluators in making the final recommended award.

4.3 Schedule of Prices – Cost Proposal

Responders must provide a cost proposal for the proposed items listed in the **Schedule of Prices**. If applicable, Responders may submit additional pages to the Schedule of Prices to accurately reflect the overall costs of the goods or services proposed.

The Iowa DOT reserves the right to purchase any or all items on the Schedule of Prices either individually or as bundled throughout the contract period.

The amounts should exclude state and federal taxes except for taxes required to be withheld for employment purposes. The Iowa DOT is a tax exempt entity.

Cost proposals must be submitted under separate cover.

Section 5 Evaluation and Selection

5.1 Introduction

This section describes the evaluation process used to determine which Responses provide the greatest benefit to the Iowa DOT based on the evaluation criteria in Section 5.4.

5.2 Evaluation Committee

The Iowa DOT must conduct a comprehensive, fair, and impartial evaluation of all compliant responses received. The Iowa DOT will use an evaluation committee to review and evaluate responses. The Evaluation Committee must consist of members with technical knowledge of the desired services, users of the solution and other appropriate persons to best evaluate the Responses.

5.3 Overview of Evaluation

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

5.4 Evaluation Criteria

The RFP evaluation criteria below must be used by the Evaluation Committee for purposes of award. Items are not listed in any particular order of importance. If a demonstration/presentation is included in the evaluation criteria, only those short listed Responders must be given a point rating and total consensus score to be considered for award.

Evaluation Criteria
Overall content of written Response
<ul style="list-style-type: none">○ Overall solution○ Work Plan
Business Knowledge
<ul style="list-style-type: none">○ Knowledge of Industry Standards and Applications
Work Experience in Required Skill Sets
<ul style="list-style-type: none">○ Project management○ Company experience○ References
Vendor Presentation
<ul style="list-style-type: none">○ Overall presentation and responses to Iowa DOT questions○ Alignment of functionality with Iowa DOT needs
Cost – See Schedule of Prices

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

5.5 Recommendation of the Evaluation Committee

The final evaluation will be based on the criteria as listed in Section 5.4.

5.6 Protest of Award

Protest of award must be made in accordance with the Iowa Administrative Code 761-20.4(6)"e".

Section 6 Contract Terms and Conditions

6.1 Contract Terms and Conditions

The contract(s) that the Iowa DOT expects to award as a result of this RFP will be based upon the Response submitted by the successful Contractor and the RFP. The contract between the Iowa DOT and the successful Contractor must be a combination of the specifications, terms and conditions of the RFP, including the terms contained in the Iowa DOT's attachment(s), the offer of the Contractor contained in the Response, written clarifications or changes made in accordance with the provisions of the RFP herein and any other terms deemed necessary by the Iowa DOT, except that no objection or amendment by a Contractor to the RFP requirements must be incorporated by reference into the Contract unless the Iowa DOT has explicitly accepted the Contractor's objection or amendment in writing.

The contract terms contained in Section 6 are not intended to be a complete listing of all contract terms but are provided only to enable contractors to better evaluate the costs associative with the RFP and the potential resulting contract. Contractors should plan on such terms being included in any contract awarded as a result of this RFP. All costs associated with complying with these requirements should be included in the cost proposal or any pricing quoted by the contractor.

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

6.2 Contract Period

The term of the Contract will begin and end on the dates indicated in the RFP Procurement Timetable, unless extended or terminated earlier in accordance with the termination provisions of this Contract. The Iowa DOT must have the sole option to renew the Contract for up to the number of annual renewals specified on the Procurement Timetable.

6.3 Contractor Qualification Requirement

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

6.4 Equipment Delivery Schedule

The equipment must be delivered as agreed upon between the successful Contractor and the Iowa DOT.

6.5 Installation and Implementation

Upon award of a Contract, the Iowa DOT must negotiate an installation and implementation schedule with the successful Contractor. Extended installation time periods may be considered when the extension is in the best interest of the Iowa DOT.

6.6 Scope of Work (Services)

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

The contractor must 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 must 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 must be the generally accepted industry standard.

As long as the Iowa DOT notifies the contractor promptly of any services performed in violation of this standard, the contractor will re-perform the services, at no cost to Iowa DOT, such that the services are rendered in the above-specified manner.

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

6.7 Licenses

The Contractor must include the cost for all software licenses and annual software maintenance fees required for its work. The Contractor must furnish a written copy of the software Terms and Conditions of software agreement with the submitted Response.

6.8 Labor Regulations

The Contractor must give all notices and comply with all codes, laws, ordinances, rules and regulations of any public authority having jurisdiction that bears on the performance of its work.

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

6.9 Contract Termination

It is imperative that the contractor consistently provides high quality services. Below are procedures that will be utilized in the event that the contract must be terminated due to the contractor's lack of ability to produce required results:

6.9.1 Immediate Termination by the Iowa DOT

The Iowa DOT may terminate this contract in writing for any of the following reasons effective immediately without advance notice:

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

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

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

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

6.9.2 Termination for Cause

The occurrence of any one or more of the following events must constitute cause for the Iowa DOT to declare the contractor in default of its obligations under this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.9.3 Notice of Default

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

6.9.3.1 Immediately terminate the contract without additional written notice.

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

6.9.4 Termination Upon Notice

Following 30 days written notice, the Iowa DOT may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the contractor.

Following termination upon notice, the contractor must be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to the Iowa DOT up to and including the date of Termination.

6.9.5 Termination Due to Lack of Funds or Change in Law

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

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

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

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

6.9.5.4 The Iowa DOT's duties are substantially modified.

6.9.6 Remedies of the Contractor in Event of Termination by the Iowa DOT

In the event of termination of this Contract for any reason by the Iowa DOT, the Iowa DOT must pay only those amounts, if any, due and owing to the contractor for services actually rendered up to and including the date of termination of the contract and for which the Iowa DOT is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the contractor's claim. This provision in no way limits the remedies available to the Iowa DOT under this Contract in the event of termination.

However, the Iowa DOT must not be liable for any of the following costs:

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

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

6.9.6.3 Any costs incurred by the 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.

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

6.9.7 Vendor Termination Duties

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

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

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

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

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

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

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

6.9.8 Unacceptable Deliverables

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

6.10 Contractor(s) Insurance Requirements

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

- It must be the Contractor’s responsibility to have liability insurance covering all of the project operations incident to contract completion and the Contractor(s) must have on file with the Contracting Authority a current “Certificate of Insurance” prior to award of contract. The certificate must 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 must 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 must be included as an insured party, or a separate owner’s protective policy must be filed showing the Contracting Authority as an insured party.
- The liability insurance must 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 must 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 must be as follows:
 - Commercial General Liability including Contractual Liability;
 - Damage; Occurrence Basis Bodily Injury; Broad Form Personal Injury; Broad Form Property Damage.

Bodily Injury

The contractor will purchase and maintain throughout the term of this contract the following minimum limits and coverage:

• Each person	\$750,000
• Each accident/occurrence	\$750,000
• Workers Compensation	\$750,000
• Statutory Limits	\$750,000
• Employer’s liability	\$750,000

- Occupation Disease \$750,000

Operations

- Property Damage \$250,000 each occurrence

The Contractor(s) must require all subcontractor(s) meet the above insurance requirements.

The Certificate of Insurance must include the following;

- Iowa Department of Transportation must be listed as an additional insured
- Proposal Number
- Proposal Description
- Letting Date and Contract Period

6.11 Performance Bond

Not required for this RFP.

6.12 Force Majeure

Neither Contractor nor the Iowa DOT must be liable to the other for any delay or failure of performance of this Contract; and no delay or failure of performance must constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a “force majeure”. As used in this Contract, “force majeure” includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party effected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent.

Failure to perform by a subcontractor or an agent of the Contractor must 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 must 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 must be reasonably determined solely by the Iowa DOT.

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

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

6.15 Payment

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

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

6.16 Travel Expenses

Reimbursements for travel expenses must not exceed the maximum reimbursement allowances established by the US General Services Administration (GSA) per diem rates. These rates can be found at www.gsa.gov. Travel must be by most economical means. All necessary travel must have prior approval from Iowa DOT.

6.17 Care of Property

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

6.18 Contractor Conduct

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

6.19 Confidential Information

6.19.1 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 must presume that all information received pursuant to this Contract is confidential unless otherwise designated by the Iowa DOT. The Contractor must provide to the Iowa DOT a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality must address, as appropriate, information conveyed in verbal, written, and electronic formats. The Contractor must designate one individual who must 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 must 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 must remain the property of the Iowa DOT at all times.

6.19.2 No confidential information collected, maintained, or used in the course of performance of the Contract must 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 must be considered the property of the Iowa DOT. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of the Iowa DOT. The Contractor may be held civilly or criminally liable for improper disclosure of confidential information.

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

6.19.4 The Contractor must immediately report to the Iowa DOT any unauthorized disclosure of confidential information.

6.19.5 The Contractor's obligations under this section must survive termination or expiration of this Contract.

6.20 Contractor Warranties

Construction of Warranties Expressed in this Contract with Warranties Implied by Law. All warranties made by the Contractor in all provisions of this Contract and the Response by the Contractor, whether or not this Contract specifically denominates the Contractor's promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to the Iowa DOT must not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor.

The Contractor warrants that all the concepts, materials produced, the work product and the information, data, designs, processes, inventions, techniques, devices, and other such intellectual property furnished, used, or relied upon by the Contractor or the Iowa DOT will not infringe any copyright, patent, trademark, trade dress, or other intellectual property right of the Contractor or others. Any intellectual property provided to the Iowa DOT pursuant to the terms of this Contract, must 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 must not infringe upon any other work, other than material provided by the Iowa DOT to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity.

The Contractor warrants that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel. The Contractor warrants that the deliverables under this Contract will operate in conformance with the terms and conditions of this Contract.

The Contractor warrants that it has full authority to enter into this Contract and that it has not granted and will not grant any right or interest to any person or entity, which might derogate, encumber, or interfere with the rights granted to the Iowa DOT.

The Contractor warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that the Iowa DOT will not have any obligations with respect thereto.

The Contractor warrants that it is the owner of or otherwise has the right to use and distribute the software, the materials owned by the Contractor and any other materials, and methodologies used in connection with providing the services contemplated by this Contract.

The Contractor warrants that any software used in connection with the Internet Service must not contain any Trojan horses, worms, viruses or other disabling devices.

The Contractor expressly warrants to the standards in the industry all aspects of the goods and services provided by it or used by the Contractor and the Iowa DOT in performance of this Contract.

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

Attachment # 1 – Certification Letter

Alterations to this document are prohibited (see Section 2.13.14)

Note: Effective Date follows signature of last page

Ms. Renee R. Shirley, Director of Purchasing
Iowa Department of Transportation
Office of Finance
Purchasing Section
800 Lincoln Way
Ames, Iowa 50010

Re: PROPOSAL CERTIFICATIONS

Dear Ms. Shirley:

I certify that the contents of the Response submitted on behalf of authorized Vendor/Contractor Company name designated in response to Iowa Department of Transportation's Request for Proposal (RFP) designated on the cover page and specified following the signature line of this document are true and accurate. I also certify I have not knowingly made any false statements in the Response as the representative for the Vendor/Contractor.

Certification of Independence

I certify that I am a representative of the Contractor expressly authorized to make the following certifications on behalf of the Contractor. By submitting a Response to the RFP, I certify on behalf of the Contractor the following:

1. The Response has been developed independently, without consultation communication or agreement with any employee or consultant to the Iowa DOT or any Participating Agency, or with any person serving as a member of the evaluation committee.
2. The Response has been developed independently, without consultation, communication or agreement with any other contractor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Response has not been and will not be knowingly disclosed directly or indirectly prior to the Iowa DOT's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by the Contractor to induce any other Contractor to submit or not to submit a Response for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between the Contractor and the Iowa DOT or any Participating Agencies that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

6. I certify that, to the best of my knowledge, neither Contractor nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Response been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for, or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this RFP had one or more public transactions (federal, state, or local) terminated for cause. This certification is a material representation of fact upon which the Iowa DOT has relied upon when this transaction was entered into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other

remedies available, the Iowa DOT may pursue available remedies including suspension, debarment, or termination of the contract.

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

7. Pursuant to Iowa Code Sections 423.2(10) and 423.5(8) (2009) a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under Iowa Code chapter 423 on all sales of tangible personal property and enumerated services. Contractors are required to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Response to the RFP, the Contractor certifies the following: (check the applicable box)

Contractor is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432; or

Contractor is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(42) and (43).

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

Sincerely,

[Signature of authorized representative]

[Print Name and Title]

[Printed Name of Contractor Organization]

[Date]

Request for Proposal Number: _____

Attachment #2 – Authorization to Release Information Letter

Alterations to this document are prohibited (see Section 2.13.14)

Note: Effective Date follows signature of last page

Ms. Renee R. Shirley, Director of Purchasing
Iowa Department of Transportation
Office of Finance
Purchasing Section
800 Lincoln Way
Ames, Iowa 50010

Re: AUTHORIZATION TO RELEASE INFORMATION

Dear Ms. Shirley:

I certify that I am an authorized representative of the Vendor/Contractor and hereby authorize the Iowa Department of Transportation or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to Request for Proposal Number (RFP) designated on the cover page and specified following the signature line of this document.

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

The Contractor authorizes representatives of the Iowa DOT or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Contractor's Response to the RFP.

The Contractor further authorizes any and all persons, entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Contractor's Response. The Contractor hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Contractor that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Iowa DOT or the Evaluation Committee in the evaluation and selection of a successful contractor in response to the RFP.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

[Signature of authorized representative]

[Print Name and Title]

[Printed Name of Contractor Organization]

[Date]

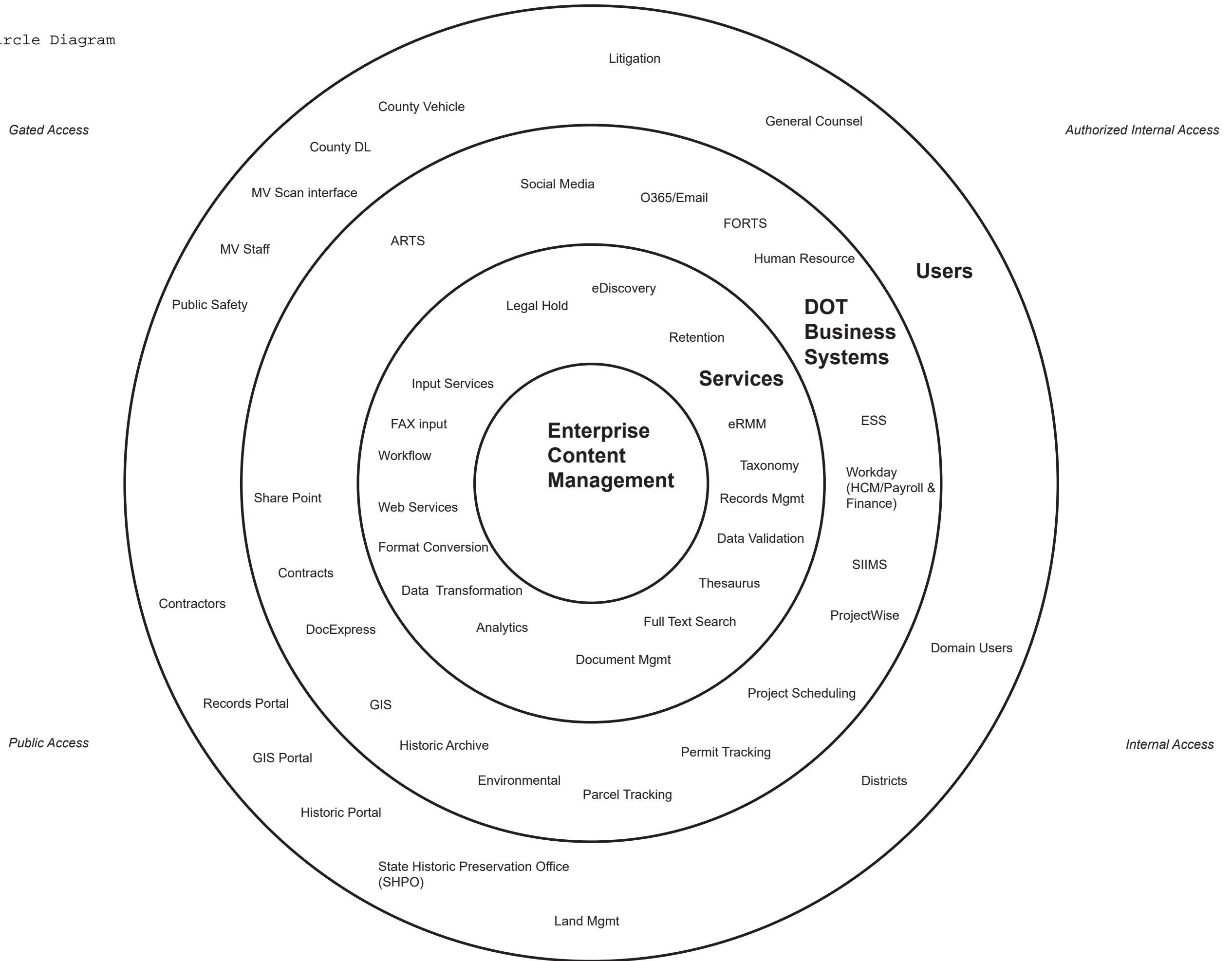
Request for Proposal Number: _____

Attachment # 3 Requirements Check List

Section	RFP REFERENCE	PAGE NUMBER IN RESPONDER'S RESPONSE
Cover	Response Sheet	
4.3	Schedule of Prices	<i>In separate sealed envelope.</i>
2.3/2.6	Vendor signed Addenda if issued. Posted on internet website: www.iowadot.gov/purchasing	
3	Mandatory/Desired Requirements	
4.1.3	One (1) Original hard copy (marked), One (1) Public Copy of Technical w/redactions (if applicable), and 1 Removable Media and the number of copies as specified (Procurement Timetable).	
4.1.2/4.1.3	One (1) Public Copy with Confidential Information Excised – If Applicable	
4.2.1	Transmittal Letter	
4.2.5	Background Information	
4.2.5.10	Sub-Contractors	
4.2.6	Experience – Including 3 References	
4.2.7	Personnel	
4.2.9	Termination, Litigation, Debarment	
4.2.10	Certification Letter (Attachment 1)	
4.2.11	Acceptance of Terms and Conditions	
4.2.12	Authorization to Release Information (Attachment 2)	
4.2.14	Work Plan	

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

Appendix 2 - ECM Circle Diagram



Iowa DOT Policies and Procedures

Title Records Management and Access to Records		Policy No. 030.06
Responsible Office Information Technology Division, Records Management Section	Related Policies and Procedures 030.08	
Effective/Revision Dates 2-20-2009/6-30-16	Approval(s) <i>Annette M. Dunn</i>	

Authority: Director of the Information Technology Division in accordance with Iowa Code chapters 22, 305 and 554D, and administrative rules 761 IAC Chapter 4, including 761 IAC 4.1(4) as approved by the state Records Commission.

Contents: This policy pertains to the description, creation, storage, retrieval, retention, access and final disposition of DOT records. This policy applies to records:

- In any and all formats (paper, electronic, email, film, etc.).
- That are on the DOT's premises, that are in systems administered by the DOT, or that reside with external service providers.

Table of Contents:

Part One: Records Management

- I. General Policies
- II. Responsibilities
- III. DOT Electronic Records Management Manual (eRMM)
- IV. Retention of Records
- V. Holding Records for Pending Actions
- VI. Storing Documents in ERMS
- VII. Transferring Physical Documents to the Records Management Section for Storage
- VIII. Security of Confidential Records or Records Containing Personally Identifiable Information
- IX. Email of Ex-Employees
- X. Releasing Records to External Service Providers

Part Two: Access to Records

- I. General Policies
- II. Release of Personnel or Payroll Information
- III. Fees
- IV. Record Formats

Affected Offices: All

Who to Contact for Policy Questions: Information Technology Division, Records Management section, 515-239-1295.

Definitions:

Confidential - As stated in 761 IAC 4.1(9), *confidential* refers to a record or information contained in a record that the DOT is prohibited by law from making available to the public,

and a record or information contained in a record that is specified as confidential by Iowa Code section 22.7 or another provision of law, but that may be disclosed upon order of the court, the custodian of the record, or by another person duly authorized to release the record. Mere inclusion in a record of information declared confidential by an applicable provision of law does not necessarily make that entire record a confidential record. DOT administrative rules 761 IAC Chapter 4 lists the types of DOT records or information that are or may be confidential and includes general requirements governing access to and release of confidential records or information.

Custodian - As stated in 761 IAC 4.1(2), the *custodian* of a record is the person who heads the DOT office that is responsible for a particular record, even though that office may not have physical custody of the record. The DOT's Electronic Records Management Manual identifies the offices that are responsible for each record. For the purposes of this policy, the term "custodian" includes the custodian's superiors and the custodian's designees. All documents classified as "records" belong to a record series, and all record series have a custodian. The DOT Electronic Records Management Manual lists the office name (e.g., Finance, Design) of the custodian of each record series. The custodian grants or denies access to the record in accordance with DOT administrative rules 761 IAC Chapter 4.

Electronic Records Management Manual (eRMM) - The DOT's eRMM contains the records management information required by Iowa Code chapter 305, as implemented by 761 IAC 4.1(4) and approved by the Records Commission, including descriptions of DOT records and their formats, management, maintenance, storage, retention, security, and disposal. (**See Part One, Section III.**)

Electronic Records Management System (ERMS) - A document and records management system administered by the Records Management section. Documents are stored in the ERMS database in a digital (i.e., electronic) format. The system allows users to add documents to the database, as well as retrieve (view, copy and print) existing documents in the database while preserving the integrity of the original digital documents.

Personally identifiable information - Personally identifiable information, for the purposes of this policy, means an item of information where the identity of the person can easily be determined in conjunction with other information about or pertaining to the person that would be considered proprietary or personal to the person, or which if known could threaten the integrity or security of the person's identity, property or finances. Examples of such information, when in a record with a person's name or where the identity of the person can easily be determined, include, but are not limited to, social security numbers, driver's license numbers, bank account numbers, credit card numbers and tax information. Statutes dealing with specific types of records may specify what information in the records is personally identifiable.

This definition is intended, from an operational standpoint, to identify in a general manner records containing personal information that may require different or more secure retention, access, and disposal methods. Specific methods of retention, access, and disposal will depend upon the nature of the record, the nature of the information contained in the record, and in some instances applicable or controlling rules, regulations or statutes. When attempting to determine the proper method for retention and disposal of a record containing personally

identifiable information, the custodian should consult not only this policy but the eRMM, Records Management section, and General Counsel as necessary.

Record - For the purposes of this policy, information, regardless of physical form or storage medium, that is made, produced, executed or received in connection with the transaction of official business of the DOT.

- A record serves as evidence of the DOT's organization, functions, policies, decisions, procedures, operations, transactions or other activities.
- Whether or not information is a record is NOT dependent upon its physical form (paper, electronic, email, film, voicemail, etc.) or the manner in which it is stored (file cabinet, ERMS, personal computer, mainframe computer, etc.). The content of a DOT website may be a record.
- The eRMM sets the retention requirements for records, including the length of retention and which office is required to retain particular records. Duplicate copies acquired or held by other offices are not records for the purposes of this policy and have no retention requirements *if* the duplicates are used for convenience or reference only and do not contain any additional information. A duplicate copy of a record should be destroyed as soon as its business use is fulfilled, but shall not, under any circumstances, be retained for longer than the retention period specified in the eRMM for the record.
- Where a record is not covered in the eRMM, that record shall not be deleted, destroyed or otherwise disposed of, and custodians shall follow the procedures in **Part One, Section III.C.**

Records Management section - A unit of the Information Technology Division. The Records Management section coordinates the DOT's records management program, administers ERMS, and provides a central facility for the storage of records, both electronic and non-electronic.

Record series - A group of related records having the same custodian and the same length of retention, and normally used or filed as a unit because they either relate to the same subject or function, result from the same activity, or have some other relationship arising out of their creation, receipt or use.

Record series description - An entry in the eRMM for a record series; the record series description describes the records included in the record series and sets the retention schedule for records in the series. See **Part One, Section III.B** for more information.

Retention period - The length of time a record is required to be kept after its retention trigger has occurred. Some DOT records, such as highway project plans, are required by statute to be retained permanently, but most have much shorter retention periods. Records shall be retained for their entire retention period, but no longer than their retention period, as recorded in the eRMM, except as described in Part One, **Sections I.E and V.A.**

Retention trigger – An event occurring sometime during the lifecycle of the record that marks the start of the retention period. Common record triggers include creation date of the record, project completion, final payment, contract expiration, employee termination, settlement of litigation, finalized audit, and supersession or obsolescence of the record.

Vital records - Those records that are essential to the operations of the DOT or that preserve the rights of the state, the DOT, its employees or the general public; they constitute those records that are needed in order to reestablish the business of the DOT after a disaster.

References:

Iowa Code chapter 22, Examination of Public Records. This chapter provides for public access to government records.

Iowa Code chapter 305, State Records and Archives. This chapter provides for the management of state records.

Iowa Code chapter 554D, Electronic Transactions - Computer Agreements. This chapter applies to electronic records and electronic signatures.

761 IAC Chapter 4, Public Records and Fair Information Practices. These are the DOT's administrative rules on access to records, both open and confidential.

Forms:

115003 – *DOT Records Transfer Box Label*

161105 – *Authorization for Access*

Policy and Procedure:

PART ONE: RECORDS MANAGEMENT

I. General Policies

- A. **Records management program.** It is the policy of the DOT to establish and maintain a systematic records management program for the creation, storage, retrieval, retention, access and final disposition of its records in order to achieve adequate and proper documentation of its activities and effective and economical management of its records. As a part of the records management program, the DOT shall maintain an Electronic Records Management Manual, which is available on DOTNET and accessible by clicking on “eRMM” in the navigation bar on the homepage.
- B. **Recordkeeping requirements.** All DOT offices shall create and maintain records containing adequate and proper documentation of their functions, policies, decisions, procedures, operations and transactions in order to:
 - 1. Protect the legal and financial rights of the state and of persons directly affected by the DOT's activities.
 - 2. Ensure continuity and consistency in administration.
 - 3. Assist DOT officials and their successors in making informed decisions.
 - 4. Ensure compliance with federal and state laws.
 - 5. Provide the information required by the Iowa General Assembly and others overseeing the DOT's activities.
- C. **Ownership of records.** All records made or received by or under the authority of or coming into the custody, control, or possession of DOT employees in the course of their public duties are the property of the DOT and shall not be mutilated, destroyed,

transferred, removed, or otherwise damaged or disposed of except as provided by statute or administrative rule, by this policy, and in accordance with the eRMM.

1. All DOT records, including email and other electronic records, in the possession of an employee must be turned over to the employee's supervisor when the employee terminates employment with the DOT.
2. Employees shall not intermingle their personal materials with DOT records and, if so intermingled, shall be deemed the property of the DOT.
3. The DOT does not relinquish ownership of records that may physically reside with an external service provider.

D. Authority for disposal of records. One of the purposes of the eRMM is to establish retention schedules for all DOT records. Records may be deleted, destroyed or otherwise disposed of only as authorized in the eRMM. If a record is not covered in the eRMM, offices have no authority to dispose of the record. See **Part One, Section III.C.**

E. Retention schedules mandatory; exceptions. Obsolete records consume expensive office space and computer storage capacity, and they hinder efficient access to and retrieval of current records. Therefore, records retention schedules set out in the eRMM are mandatory, and records shall be disposed of when their retention periods, as established in the eRMM, have expired. Exceptions:

1. No record shall be disposed of if the record pertains to any pending litigation, public records request, audit, investigation, or claim. See **Part One, Section V.**
2. A record may be retained beyond its scheduled retention if there is a pending request to revise the record series description in the eRMM to lengthen the retention period. See **Part One, Section III.C.**
3. The custodian may request an archival (historical) review of records eligible for disposal. Also, the eRMM may flag certain record series for archival review once the scheduled retention has been met. The records in question shall be retained until the review is complete, and shall then be transferred to the DOT's Historic Archives or disposed of, as determined in the review.

An archival review assesses the records for their *archival* value--records with archival value warrant permanent preservation. See **Part One, Section IV.A.** for a discussion of archival value. Archival reviews of DOT records shall be performed by the DOT's Ad Hoc Historic Archives Committee. See Policy No, 030.08, *Historic Archives*, for more information about the DOT's Historic Archives and the responsibilities of the Ad Hoc Historic Archives Committee.

F. Recordkeeping systems. DOT records must be stored in an approved recordkeeping system. The eRMM states what recordkeeping systems are approved for storage of various record series.

1. **Characteristics of a recordkeeping system.** A recordkeeping system is a well-organized filing system that:

- Provides for the grouping of related records into classifications according to content.
 - Permits easy and timely retrieval of both individual records and groups of related records, in order to satisfy records requests and provide audit and compliance functionality.
 - Retains records in a usable format for the entire retention period.
 - Is accessible by individuals who have a business need for the information.
 - Protects records from alteration and unauthorized deletion/destruction.
 - Facilitates purging of records when their retention requirements are met.
2. **ERMS.** ERMS is an example of a recordkeeping system. Documents stored in ERMS are indexed for retrieval, are searchable, are retrievable in a usable format, and are tagged with a disposal date.
 3. **Backup systems.** Backup systems are not designed for records retention and are not recordkeeping systems. Backup systems are maintained and exist for the mass recovery of critical data in the event of a natural or man-made disaster. Backup systems will be maintained in accordance with the business rules established by the Information Technology Division and shall not extend the lifecycle of records beyond the retention set in the eRMM.
 4. **Use of portable devices.** Records created on portable devices such as laptops, CDs, DVDs, portable external hard drives, USB devices (also known as memory sticks, jump drives or thumb drives), mobile devices such as smartphones and tablets, audio recorders, etc., shall be transferred in a timely fashion from the portable device to a recordkeeping system (e.g., ERMS) for retention. Once the records have been successfully transferred, the copy on the portable device shall be deleted. This action ensures the official record is complete and minimizes risk to the DOT. Portable devices shall contain only nonrecord material or duplicate copies of records. See **Part One, Section VIII.A.** for encryption requirements for portable devices.
 5. **Electronic records.** Records in electronic form, including email, shall be stored in a recordkeeping system in accordance with the eRMM. Local hard drives, network drives, email boxes, and email vault shall not be considered recordkeeping systems unless specifically authorized by the Records Management section. Network drives and shared network resources shall be used only for nonrecord material or duplicate copies of records. Other repositories for electronic records (e.g., legacy systems and business applications that contain records, including off-premises, third-party, and cloud services) must comply with security, access, and retention requirements established in the eRMM.

II. Responsibilities

- A. **Records Management Section.** The Records Management section shall coordinate the DOT's records management program, administer ERMS, and provide a central facility for the storage of records, both electronic and non-electronic. Specific responsibilities include, but are not limited to, the following:
 1. Develop and implement records management procedures to implement this policy.

2. Maintain and post the eRMM and update the manual on an on-going basis as revisions are approved. See **Part One, Section III.C.**
 3. Review retention schedules in the eRMM on a biennial basis to ensure that the legal research is still current and to ensure that new record series are adequately addressed in the manual.
 4. Maintain ERMS and its programs.
 5. Manage user permissions for access to the eRMM and the ERMS database.
 6. When authorized by the custodian, grant access to records in accordance with DOT administrative rules 761 IAC Chapter 4. See **Part Two, Access to Records.**
 7. Provide resource materials, training and technical assistance to DOT offices on the DOT's records management program and the use of the eRMM and ERMS.
 8. Conduct periodic records management reviews to ensure compliance with this policy and the eRMM.
 9. Ensure that programs and procedures are in place to back up **all** DOT records that are identified as vital records.
- B. **Custodians.** As stated in the **Definitions**, the custodian of a record is the person who heads the office within the DOT that is responsible for that record. The DOT's eRMM identifies the offices that are responsible for each record. Custodians have special responsibilities to:
1. Grant or deny access to records in accordance with DOT administrative rules 761 IAC Chapter 4. See **Part Two, Access to Records.**
 2. Ensure that the eRMM accurately reflects all records for which they are responsible, and submit requests to update the manual (add a new record series, modify an existing record series or delete an obsolete record series) in accordance with the procedures in **Part One, Section III.C.**
 3. Consult with the program administrator of the Records Management section in every case in which the custodian is unsure of his/her records management requirements.
- C. **Offices.** All offices have general responsibilities to:
1. Make and maintain records containing adequate and proper documentation of their activities. See **Part One, Section I.B.**
 2. Retain records in accordance with the retention schedules specified in the eRMM.
 3. Adequately protect and house records that are assigned to them for retention (i.e., within their physical custody), as specified in the eRMM.
 4. Dispose of records within their physical custody that have completed the retention requirements, as specified in the eRMM.

5. Retain those records which, because of pending litigation, public records requests, audit, investigation or claim, need to be preserved until the matter is concluded. See **Part One, Section V.**
- D. **Supervisors.** Supervisors are responsible for ensuring their employees know, understand and adhere to DOT records management requirements for all records created, received or maintained by those employees. When in doubt about records management requirements, supervisors shall consult with the program administrator of the Records Management section.
- E. **Employees.** Every employee who creates, receives or maintains DOT records shall manage those records in accordance with this policy and the eRMM. When in doubt about their records management responsibilities, employees shall consult with their supervisor.

III. DOT Electronic Records Management Manual (eRMM)

- A. **Guidance or training.** For guidance or training on how to access, read, and understand the eRMM, contact the Records Management section.
- B. **Purpose of manual.** The purpose of the eRMM is to establish retention schedules for **all** DOT records, consistent with the objectives of Iowa Code chapter 305, and to contain the descriptive information on records that is required by Iowa Code section 22.11.
- C. **Contents of manual.** The eRMM shall contain a record series description for each record series, documenting the information listed below.
 1. *Record series name*
 2. *Division*
 3. *Custodian* - The cost center of the *custodian* of the record series. See **Definitions.**
 4. *Originator* - Who created the record series; it will be listed under the originator's LAN ID.
 5. *Creation date* - Date of record series creation.
 6. *Series description* - A description of the types of records included in the record series and nature of the information recorded in the records.
 7. *Retention period* - See **Definitions.**
 8. *Retention authority* - Justification for retention of the records for the stated retention period. This relates to the *administrative, legal* and *fiscal* values of the records--see **Section IV.A.** for a discussion of these topics. Citations to applicable statutes, rules and regulations and other requirements affecting retention should be included.
 9. *Retention trigger* - See **Definitions.**

10. *Physical medium* - The storage medium used to retain the records. Physical medium includes paper, ERMS, Information Technology Division-hosted computer databases and servers, personal computer files and databases (including LAN), CD ROM, microfilm, microfiche, photographs, slides, negatives, sound recordings, engineering drawings, etc.
11. *Document location* - The office required to retain the records in the series.
12. *Confidential information* - A description of the information in the record series that is *confidential*. Depending upon the legal authority for confidentiality, an entire record may be confidential or only certain information in the record may be confidential. See **Definitions**.
13. *Confidential authority* - The legal authority for confidentiality of a record or information in a record. The legal authority is generally a statute. An administrative rule or policy may also be cited.
14. *Access classification* - Two classifications are used:
 - Confidential - The entire record series includes records that contain confidential information.
 - Non-confidential - The record series contains only open records; they are available to the public for examination and copying.
15. *Personally identifiable information* - The personally identifiable information in the record series. See **Definitions**.
16. *Personally identifiable authority* - The legal authority for collection of personally identifiable information. The legal authority is generally a statute. An administrative rule or policy may also be cited.
17. *Final disposition method* - The method by which a record must be disposed of once the retention period has expired. For example, confidential records must be disposed of securely, disallowing all unauthorized access. Records containing personally identifiable information shall also be disposed of securely in order to reduce possible risk to the DOT.
18. *Disposition office* - The office responsible for disposition of a record in a manner compliant with the method identified under "final disposition."
19. *Function* - The function of the record series within the DOT. An example of a function is accounting. Typically, functions are shared across the DOT and are not unique to any one division, bureau or office.
20. *Vital record* - Whether any records in the record series are *vital records*. See **Definitions**.
21. *Historical significance* - Whether the record series should be evaluated by the Ad Hoc Historic Archives Committee for *archival* value once the stated retention period expires. See **Part One, Section IV.A.** for a discussion of archival value.

- D. **Updating the manual.** Every record series must have an approved record series description in place before records in the series can be deleted, destroyed or otherwise disposed of. In addition, Iowa Code section 22.11 provides that a state agency shall not use any personally identifiable information unless it is in a record system that is adequately described. It is therefore important for custodians of records to 1) ensure that the eRMM accurately reflects the records under their control and 2) submit requests to update the manual (add a new record series, modify an existing record series or delete an obsolete record series) when necessary.

Adding or Modifying a Record Series. The process to add a record series description for a new record series or to modify a record series description for an existing record series is as follows:

1. The eRMM is updated online and is available through DOTNET's homepage. To submit a request to add a new record series or modify an existing record series, the requester shall contact the Records Management section for instructions.
2. Upon receipt of a request, the Records Management section:
 - a. Shall review the request, and use the guidelines in **Part One, Section IV.** to assess the retention period requested (if applicable to the request).
 - b. May, in consultation with the requester, edit the record series description for clarity and accuracy.
 - c. Shall, for a new record series or a substantive change to the retention period for an existing record series, develop a recommendation regarding the requested new or modified retention period.
 - d. Shall, if the request designates any records or information in the series as confidential, review the legal authority for such designation.
 - e. Shall, if the information needed for the record series description is complete, apply approval to the request.
3. Approval from General Counsel is required to establish retention periods for new record series and to make substantive changes to retention periods for existing record series. Approval from the Office of Finance is also required if the retention deals with financial records. General Counsel's approval is required for any designations of confidentiality.
4. Once appropriate approvals have been granted by General Counsel and, when necessary, the Office of Finance, the Records Management section shall apply approval to the requested eRMM changes.
5. If General Counsel and, when necessary, the Office of Finance do not approve the requested changes, the Records Management section shall return the request to the requestor with an explanation of the denial.

Deleting a Record Series. To delete a record series, the custodian shall submit a written request to Records Management's program administrator (email is acceptable). The request must include justification for deleting the record series. A typical justification is that new records for the record series in question are no longer created and existing records have reached the end of their scheduled retention period.

IV. Retention of Records

- A. **Determining retention periods.** Retention periods shall be established by determining the administrative, legal, fiscal and archival values of the records in the series.

Administrative value relates to how long the DOT needs to retain a record to carry out its functions or to conduct day-to-day operations. In most cases, the primary administrative value of records will be exhausted when the transactions to which they relate are complete. Administrative value must reflect not only the needs of the office of the custodian of the record, but the needs of other offices that use the record.

The *legal value* of records can take two forms:

- Some records have intrinsic legal value because they contain evidence of legally enforceable rights or obligations, both those of the DOT and those directly affected by the DOT's activities. Examples are signed contracts and deeds to real estate.
- The legal value of a record can also be determined by federal and state statutes and regulations that require certain retention periods.

Records with *fiscal value* document the DOT's financial transactions and obligations. Retention periods for records with fiscal value are most often determined by audit requirements.

Records with *archival value* no longer have administrative, legal or fiscal value but have historic significance to the mission and services of the DOT and warrant permanent preservation because of their long-term value to scholars, researchers or historians.

- B. **Calculating retention periods from retention triggers.**

1. Once a retention trigger has occurred (see **Definitions**), the retention period for that record begins.
2. Interpretation of the word "year" in retention periods and examples.
 - a. If a record series has a *three-year retention*, the retention period is three years after the date of the retention trigger.
 - b. If a record series has a *three-calendar year retention*, the retention period is three FULL calendar years after the date of the retention trigger.
 - c. If a record series has a *three-fiscal year retention*, the retention period is three FULL fiscal years after the date of the retention trigger. Unless otherwise stated, fiscal year refers to the state's fiscal year (July 1 to June 30).

V. Holding Records for Pending Actions

A. **Policy.** Normally, a record must be disposed of when its retention period, as established in the eRMM, has expired. However, the retention period of a record shall be extended beyond what would normally be the date of disposal in the following situations:

1. When a record pertains to pending or expected litigation, the record's retention shall be extended until the litigation is resolved.
2. When a record is the subject of an outstanding public records request, the record's retention shall be extended until the request is fulfilled. If the request is denied, the record's retention shall be extended for two years after the denial or for the remainder of the retention period, whichever is longer, to allow the requester to seek legal recourse to compel production of the record. In the event such recourse is sought, the record shall be retained until the request is resolved.
3. When a record pertains to a pending or expected audit or investigation, the record's retention shall be extended until such time as the audit or investigation is complete.
4. When a record pertains to a pending claim by or against the DOT, the record's retention shall be extended until such time as the claim is resolved.

When a record needs to be preserved for any of the reasons listed above, it may be necessary to place a "hold" on the record to ensure that the record is not disposed of until the matter is concluded. In such instances, custodians and employees who have physical custody of such records are expected to know and comply with the records hold. Section B. below describes the procedure to use to place a hold on records.

B. Procedure for records hold.

1. When a hold needs to be placed on records, the division or office requesting the records hold (including General Counsel in the case of litigation holds) shall notify the Records Management section and the custodian of the records (as identified in the eRMM). The notification shall include the reasons for the hold and describe the records that need to be preserved until the matter is concluded.
2. The Records Management section shall ensure that the custodian of the records has been notified and also notify any other persons or offices who the Records Management section believes have physical custody of the records or copies of the records.
3. The records shall be held until the hold is lifted.
4. When the matter that led to the hold is concluded, the division or office who requested the hold shall notify the Records Management section and the custodian of the records that the hold is no longer necessary. The Records Management section shall follow up with that division or office if it has not received such notice after a reasonable amount of time.

5. As necessary, the Records Management section shall notify the persons and offices notified in Step 2 above that the hold has been lifted.

VI. Storing Documents in ERMS

- A. A custodian who wishes to store documents in ERMS shall submit a request to the program administrator of the Records Management section.
- B. The program administrator of the Records Management section shall review the request to ensure that the retention period requested for the documents is in compliance with the eRMM. If it is not, the procedures in **Part One, Section III.C.** must be followed to change the retention period. Records Management section will assist the requester in preparing the request.
- C. The Records Management section will assist the requester in:
 1. Identifying document type(s). Document type is the name used in ERMS to identify an individual type of document, such as a plan, contract, voucher, map or agreement.
 2. Determining the best practices to use for document storage.
 3. Determining the appropriate index fields to be used to retrieve the documents.
- D. The default permission for access to documents stored in ERMS that are not confidential is for all employees to have "view access."
- E. Records that contain confidential or personally identifiable information shall be made accessible only to employees who are authorized for that access.
- F. The Records Management section shall update the record series description in the eRMM to reflect storage of the documents in ERMS.
- G. The general DOT requirements governing access to and release of open records and confidential records or information, as well as lists of the types of DOT records or information that are or may be confidential, are found in DOT administrative rules 761 IAC Chapter 4. See **Part Two, Access to Records.**

VII. Transferring Physical Documents to the Records Management Section for Storage

- A. Offices that have physical documents to be transferred to the Records Management section for storage shall contact the program administrator of the Records Management section to arrange for transferring the documents.
- B. The program administrator of the Records Management section shall review the request to ensure that the retention of the documents proposed for transfer is in compliance with the eRMM.

- C. The Records Management section shall then supply the necessary number of copies of Form 115003, *Records Transfer Box Label*. The transferring file location shall affix Form 115003 to each box of documents to be transferred.
- D. The custodian named in the eRMM shall be consulted for inquiries regarding access to the documents in the physical custody of the Records Management section.

VIII. Security of Confidential Records or Records Containing Personally Identifiable Information

Confidential records (see **Definitions**) must be handled securely throughout their entire lifecycle, disallowing all unauthorized access. Records containing personally identifiable information (see **Definitions**) shall also be handled securely throughout their entire lifecycles in order to reduce possible risk to the DOT; the reason for this is that personally identifiable information may also be confidential. All employees are expected to protect the information for which they are responsible. If an office has any doubt about whether a record contains confidential or personally identifiable information, the record must be handled securely.

- A. **Encryption of portable devices.** It is the policy of the DOT to require the encryption of confidential or personally identifiable information created on or transferred to portable devices such as laptops, CDs, DVDs, portable external hard drives, USB devices (also known as memory sticks, jump drives or thumb drives), audio recorders, mobile devices such as smartphones and tablets, etc. All employees placing such information on a portable device must encrypt that information. See Policy No. 030.12, *Laptop Encryption*, and Policy No. 030.13, *Removable Media and Encryption of Data*, for more information.
- B. **Unattended work areas.** Work surfaces and computer screens in unattended work areas shall be left clear of confidential and personally identifiable information whether it is in electronic or paper form. Employees shall strive to ensure these best practices are followed:
 - 1. Paper and portable devices containing confidential or personally identifiable information shall be stored in cabinets or drawers when not in use.
 - 2. Computers shall be locked when they are unattended. For more information about locking computers, see Policy No. 030.11, *Information Resources Security*. To assist employees in securing information, computers connected to DOT networks will automatically lock after 15 minutes of inactivity.
 - 3. When printed or faxed, confidential and personally identifiable information must be removed immediately from fax machines and printers.
- C. **Secure methods of disposal.** Following are the acceptable methods for secure disposal of records:
 - 1. Paper, CDs, unencrypted USB devices: Place in locked bins (see **Part One, Section VIII.D.**). There is no need to remove binder clips, staples or coil bindings.

2. Microfilm, audio and video cassettes and other miscellaneous media: Deliver the media in a secure manner to the Records Management section for secure disposal. Contact the Records Management section for secure delivery methods.
3. ERMS: The records are placed in a purge queue. The Records Management section will review the records with the custodian to determine if a records hold is in place before disposal. Disposal involves physically deleting the records from ERMS.
4. Portable external hard drives: Return the drives in a secure manner to the Information Technology Division, Customer Support Services, for secure deletion of data. Contact Customer Support Services for secure return methods.
5. Encrypted USB devices: Return the drives in a secure manner to the Information Technology Division, Customer Support Services, for secure deletion of data. Contact Customer Support Services for secure return methods.
6. Personal computers: The Information Technology Division, Customer Support Services, is responsible for secure deletion of data.
7. Server hard drives: The Information Technology Division shall use a secure disposal method meeting or exceeding U.S. Department of Defense standards to remove data from server hard drives before the servers are disposed of.

At no time shall a confidential record or a record containing personally identifiable information be sent for routine recycling or disposed of in any manner other than those listed above. Personal office shredders are not a secure means of disposal. For more information or guidance, contact the Records Management section.

- D. **Locked bins.** Locked bins for secure disposal of paper, CDs, and unencrypted USB devices are distributed throughout the Ames complex, the Ankeny complex, and the district offices. These bins are regularly scheduled to have their contents shredded onsite. If a bin is not available or is full, or if an office has a large quantity of records to be disposed of securely, the Records Management section shall provide specially scheduled pickups.

IX. Email of Ex-Employees

The email account of an individual who separates from the DOT shall be processed as follows:

- A. When a P-1 is processed for a separation, the P-1 will generate a System Access (SA) request to delete that individual's mailbox in 60 days.
- B. The Bureau of Enterprise Services shall process the SA request by:
 1. Removing the individual's access to the mailbox.
 2. Moving the mailbox to a temporary folder. The email contents are retained for 60 days.

- C. During the 60-day period, the individual's former supervisor (or designee) is responsible for handling all new emails received and for ensuring that all record emails are moved to an appropriate recordkeeping repository.
- D. When the 60-day period expires, the remaining contents of the employee's email account shall be moved to the email vault, and the email account shall be deleted.
- E. The individual's former supervisor (or designee) shall be granted access to the individual's email vault folder, which occurs when system access is granted at step C above.
- F. The supervisor (or designee) shall identify by record series all emails in the email vault folder and copy all record emails to ERMS. If a supervisor or designee requires assistance in identifying email records, the supervisor or designee may request that the Records Management section be granted view access to a former employee's vault. Once identification and copying are complete, the supervisor (or designee) shall notify the Information Technology Division that the vaulted email may be purged.

X. Releasing Records to External Service Providers

The following applies only to those records that contain confidential or personally identifiable information:

- A. To begin the release of a copy of these types of records to an external service provider or to grant access to these records to an external service provider, the custodian shall fill out Form 161105, *Authorization for Access*.
- B. Once the service provider has completed the required services, it must dispose of all copies of the records in its possession in a secure manner and provide a certificate of destruction to the Records Management section within 30 days of disposal.
- C. The agreement or contract with the service provider shall state these requirements.

PART TWO: ACCESS TO RECORDS

I. General Policies

- A. This policy addresses requests for information that involve the furnishing of records (see **Definitions**). It does not affect the DOT's provision of routine information.
- B. Access to DOT records is determined by federal and state laws and Iowa administrative rules 761 IAC Chapter 4.
- C. Requests for records shall be directed to the custodian. These requests can be oral or in writing.
- D. When necessary, the custodian shall contact the Records Management section for assistance in the process of providing records.
- E. Fulfilling Open Records Requests: Generally, when the request involves open records, the custodian shall provide prompt access, unless the size or nature of the requests makes

prompt access infeasible. If a delay is necessary, the custodian shall notify the requester of the reason(s) for and the anticipated length of the delay.

- F. Fulfilling Confidential or Personally Identifiable Information Requests: Confidential and personally identifiable information cannot be released except for those reasons and to those persons identified in Iowa Code chapter 22 and administrative rules 761 IAC Chapter 4.
- G. If, after consulting administrative rules 761 IAC Chapter 4, a custodian is in doubt about the classification of the requested record, he or she should contact the Records Management section for guidance.
- H. If a requested record may be related to a potential or actual tort claim or other litigation, the request shall be routed through General Counsel.

II. Release of Personnel or Payroll Information

A. The following information in personnel or payroll records has been deemed confidential:

1. Race, marital status, gender, home address, birth date, number of dependents, social security number, income tax withholding and exemptions, garnishments, voluntary deduction programs (e.g., health, dental, life and disability insurance, One Gift Campaign, credit union, deferred compensation, employee organizations), net income, automatic payroll deposits, IPERS designation of beneficiary, membership in employee organizations, performance evaluations and ratings, grievances, discrimination complaints and disciplinary actions.

Please note that an item such as marital status is usually not a secret, but the information in the written record is confidential.

2. Hospital, medical and professional counselor records of present or former employees, including confidential and personally identifiable information in work injury forms and reports.
 3. Exit interview reports for voluntary terminations.
- B. Submission by an employee of an employment application shall constitute authorization for the release of the employee's records to the selecting authority.
 - C. Employees shall have the right of access to their own personnel or payroll records.
 - D. The following information about employees is an open record and can be released to any requester. Requests for this information need not be in writing and the requester does not have to provide a name.
 - Names.
 - Office addresses and telephone numbers.
 - Present and previous classifications.
 - Service dates.
 - Pay grades and salary ranges of pay grades.
 - Gross salaries.
 - E. Other inquiries regarding employees shall be referred to the Office of Employee Services.

III. Fees

- A. Fees for requested records may be charged, provided the requester is informed of what the fees will be before the request is filled. Statutorily defined fees will be applied whenever applicable. Any other fees, in accordance with Iowa Code section 22.3, shall not exceed the costs to the DOT of providing the records. Costs to the DOT include actual costs, such as staff hours involved and media expenses, and must not include ordinary costs such as employment benefits, depreciation, maintenance, utilities, or insurance. The custodian shall notify the requester of fees in writing, either by mail or email, depending on the method by which the request was submitted.
1. Generally, **open records** can be provided at no cost to a requester. However, if the request's size or nature requires more than moderate use of DOT resources and staff, the custodian, in consultation with the Records Management program administrator and General Counsel, when necessary, may apply fees. If there is a set statutory fee for motor vehicle records, the Motor Vehicle Division shall charge that fee.
 2. Records that contain **confidential or personally identifiable information** often require more than moderate use of DOT resources and staff before they can be released to a requester, and therefore the custodian, in consultation with the Records Management program administrator and General Counsel, may apply fees. If there is a set statutory fee for motor vehicle records, the Motor Vehicle Division shall charge that fee.
- B. Acceptable methods of payment are cash, check or money order. Checks or money orders shall be made payable to the Iowa Department of Transportation.
- C. Individual offices are not authorized to accept payment unless they are authorized to do so by the Office of Finance. Instead, requesters shall be instructed to send payment to the cashier in the Office of Finance.

IV. Record Formats

- A. Most DOT records are in electronic formats; therefore, if the requested record is in an electronic format that is useable with commonly available software, the custodian will provide the record in that format. For example, plain text formats are readable by most computing devices and the custodian and the Records Management section may choose to provide the record in plain text.
- B. Unless authorized by the Information Technology Division, the custodian shall not provide to the requester any DOT-developed software or software the DOT uses under contractual agreement with a third party.
- C. If the requester asks that a record be produced in a format different from that which is readily accessible to the DOT, the custodian, in collaboration with the Records Management section, may charge the full costs of processing the record in the requested format.

Bidder _____

SEALED BID

LETTING DATE: December 26, 2018
PROPOSAL NO: 21693
PROPOSAL DESCRIPTION: Enterprise Content Management Solution

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