

**REQUEST FOR PROPOSAL
RFP COVER SHEET**

Administrative Information:

TITLE OF RFP:	Mass Media Services – Iowa Governor's Traffic Safety Bureau	RFP Number:	RFP1112595295
Agency:	Iowa Dept. of Administrative Services on behalf of the Iowa Governor's Traffic Safety Bureau		
State seeks to purchase:	Advertising Services	Available to Political Subdivisions?	No
Number of mos. or yrs. of the initial term of the contract:	1 Year	Number of possible annual extensions:	5
Initial Contract term beginning:	Date: 10/01/2012	Ending:	Date: 09/30/2013
State Issuing Officer:			
Name: Laurie Hoing, CPPB, PAIII Iowa Department of Administrative Services Hoover State Office Building, Level A - Procurement 1305 E Walnut Street Des Moines, IA 50319-0105 Phone 515-281-0656 Fax 515-725-0137 e-mail: laurie.hoing@iowa.gov			
PROCUREMENT TIMETABLE—Event or Action:		Date/Time (Central Time):	
State Posts Notice of RFP on TSB website		06/04/2012	
State Issues RFP		06/06/2012	
Resource Information <input type="checkbox"/> Electronic Resources available on the following websites: http://www.nhtsa.gov/Laws+&+Regulations/Traffic+Safety+Legislative+Fact+Sheets http://www.dps.state.ia.us/commis/gtsb/fact_sheets.shtml			
RFP written questions, requests for clarification, and suggested changes from Contractors due:		6/13/2012	
Agency's written response to RFP questions, requests for clarifications and suggested changes due:		6/18/2012	
Proposals Due Date & Time:		3:00 p.m. Central Time	
Anticipated Date to issue Notice of Intent to Award:		8/31/2012	
Anticipated Date to execute contract:		10/01/2012	
Relevant Websites:		Web-address:	
Internet website where Addenda to this RFP will be posted:		http://bidopportunities.iowa.gov/	
Internet website where contract terms and conditions are posted:		http://das.gse.iowa.gov/terms_services.pdf	
Internet website where GTSB terms and conditions are posted:		GTSB Policies & Procedures Manual: http://www.dps.state.ia.us/commis/gtsb/publications.shtml	
Number of Copies of Proposals Required to be Submitted:		1 original, 3 copies, 1 electronic copy	
Firm Proposal Terms Per Section 3.2.15, the minimum Number of Days following the deadline for submitting proposals that the Contractor guarantees all proposal terms, including price, will remain firm:		Days 90	

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SECTION 1 INTRODUCTION

1.1. Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Contractors to provide the goods and/or services identified on the RFP cover sheet and further described in Section 4 of this RFP to the Agency identified on the RFP cover sheet. The Agency intends to award a Contract(s) beginning and ending on the dates listed on the RFP cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

1.2. Definitions

For the purposes of this RFP and the resulting contract, the following terms shall mean:

- 1.2.1. **“Proposal”** means the Contractor’s proposal submitted in response to the RFP.
- 1.2.2. **“Contract”** means the contract(s) entered into with the successful Contractor(s) as described in Section 6.1.
- 1.2.3. **“Contractor”** means a vendor submitting Proposals in response to this RFP.
- 1.2.4. **“Agency”** means the agency identified on the RFP cover sheet that is issuing the RFP and any other agency that purchases from the Contract.
- 1.2.5. **“Responsible Contractor”** means a Contractor that has the capability in all respects to perform the requirements of the Contract. In determining whether a Contractor is a Responsible Contractor, the Agency may consider various factors including, but not limited to, the Contractor’s competence and qualifications to provide the goods or services requested, the Contractor’s integrity and reliability, the past performance of the Contractor and the best interest of the Agency and the State.
- 1.2.6. **“Responsive Proposal”** means a Proposal that complies with the material provisions of this RFP.
- 1.2.7. **“RFP”** means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.
- 1.2.8. **“State”** means the State of Iowa, the Agency identified on the Contract Declarations & Execution Page(s), and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.
- 1.2.9. **“Paid media”** means placement of media using DPS/GTSB funds.
- 1.2.10. **“Earned media”** means added value that can include free placement or free production which is “earned” through the on-going relationship of the media agency and the media outlets.

1.3. Overview of the RFP Process

Contractors will be required to submit their Proposals in hardcopy and on CD-ROM. It is the Agency's intention to evaluate Proposals from all Responsible Contractors that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 5, Evaluation and Selection.

1.4. Background Information

This RFP is designed to provide Contractors with the information necessary for the preparation of competitive Proposals. The RFP process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Contractor is responsible for determining all factors necessary for submission of a comprehensive Proposal.

The Iowa Governor's Traffic Safety Bureau (GTSB) seeks to enter into one or more contracts for mass media services production and distribution in Iowa. The purpose of said productions is to raise public awareness and educate the motoring public on traffic safety issues with the goal of changing driver/pedestrian behaviors to create a safer driving environment in Iowa.

SECTION 2 ADMINISTRATIVE INFORMATION

2.1 Issuing Officer

The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contract is issued.

2.2 Restriction on Communication

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Contractors may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2. Oral questions related to the interpretation of this RFP will not be accepted. Contractors may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Contractors may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

2.3 Downloading the RFP from the Internet

The RFP and any addenda to the RFP will be posted at <http://bidopportunities.iowa.gov/>. The Contractor is advised to check the website periodically for Addenda to this RFP, particularly if the Contractor downloaded the RFP from the Internet as the Contractor may not automatically receive addenda. It is the Contractor's sole responsibility to check daily for addenda to posted documents.

2.4 Procurement Timetable

The dates provided in the procurement timetable on the RFP cover sheet are provided for informational and planning purposes. The Agency reserves the right to change the dates. If the Agency changes any of the deadlines for Contractor submissions, the Agency will issue an addendum to the RFP.

2.5 Resource Information

See the RFP cover sheet for details regarding resource information.

2.6 Questions, Requests for Clarification, and Suggested Changes

Contractors are invited to submit written questions and requests for clarifications regarding the RFP. Contractors 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 Issuing Officer before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Contractor shall reference the page and section number(s). The Agency will send written responses to questions, requests for clarifications, or suggestions will be received from Contractors on before the date listed on the RFP cover sheet. The Agency's written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP.

The Agency assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP through an addendum.

2.7 Amendment to the RFP

The Agency reserves the right to amend the RFP at any time using an addendum. The Contractor shall acknowledge receipt of all addenda in its Proposal. If the Agency issues an addendum after the due date for receipt of Proposals, the Agency may, in its sole discretion, allow Contractors to amend their Proposals in response to the addendum.

2.8 Amendment and Withdrawal of Proposal

The Contractor may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing, signed by the Contractor and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. Contractors must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

2.9 Submission of Proposals

The Agency must receive the Proposal at the Issuing Officer's address identified on the RFP cover sheet before the "Proposals Due" date listed on the RFP cover sheet. **This is a mandatory requirement and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Contractor.** Contractors mailing Proposals must allow ample mail delivery time to ensure timely receipt of their Proposals. It is the Contractor's responsibility to ensure that the Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Proposal. Electronic mail and faxed Proposals will not be accepted.

Contractors must furnish all information necessary to enable the Agency to evaluate the Proposal. Proposals that fail to meet the mandatory requirements of the RFP will be rejected. Oral information provided by the Contractor shall not be considered part of the Contractor's Proposal unless it is reduced to writing.

2.10 Proposal Opening

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Evaluation Committee has reviewed all of the Proposals submitted in response to this RFP and the Agency has issued a Notice of Intent to Award a Contract. See Iowa Code Section 72.3. However, the names of Contractors who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Contractors who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

2.11 Costs of Preparing the Proposal

The costs of preparation and delivery of the Proposal are solely the responsibility of the Contractor.

2.12 No commitment to Contract

The Agency reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by the Agency to award a contract.

2.13 Rejection of Proposals

The Agency may reject outright and not evaluate a Proposal for reasons including without limitation:

- 2.13.1 The Contractor fails to deliver the cost proposal in a separate envelope.
- 2.13.2 The Contractor acknowledges that a mandatory requirement of the RFP cannot be met.
- 2.13.3 The Contractor's Proposal changes a material requirement of the RFP or the Proposal is not compliant with the mandatory requirements of the RFP.
- 2.13.4 The Contractor's Proposal limits the rights of the Agency.
- 2.13.5 The Contractor fails to include information necessary to substantiate that it will be able to meet a requirement of the RFP as provided in Section 3 of this RFP.
- 2.13.6 The Contractor fails to timely respond to the Agency's request for information, documents, or references.
- 2.13.7 The Contractor fails to include Proposal Security, if required.
- 2.13.8 The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- 2.13.9 The Contractor 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.
- 2.13.10 The Contractor initiates unauthorized contact regarding the RFP with state employees.
- 2.13.11 The Contractor provides misleading or inaccurate responses.
- 2.13.12 The Contractor's Proposal is materially unbalanced.
- 2.13.13 There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Agency from other sources) to satisfy the Agency that the Contractor is a Responsive Contractor.
- 2.13.14 The Contractor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.

2.14 Nonmaterial Variances

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to: minor failures to comply that do not affect overall responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Contractors, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the requirements of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will

not modify the RFP requirements or excuse the Contractor from full compliance with RFP specifications or other Contract requirements if the Contractor is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

2.15 Reference Checks

The Agency reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal and to discuss the Contractor's qualifications and the qualifications of any subcontractor identified in the Proposal.

2.16 Information from Other Sources

The Agency reserves the right to obtain and consider information from other sources concerning a Contractor, such as the Contractor's capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Contractor's financial stability, past or pending litigation, and other publicly available information.

2.17 Verification of Proposal Contents

The content of a Proposal submitted by a Contractor is subject to verification. If the Agency determines in its sole discretion that the content is in any way misleading or inaccurate, the Agency may reject the Proposal.

2.18 Proposal Clarification Process

The Agency reserves the right to contact a Contractor after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the Contractor has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Contractor's Proposal. The Agency will not consider information received from or through Contractor if the information materially alters the content of the Proposal or the type of goods and/or services the Contractor is offering to the Agency. An individual authorized to legally bind the Contractor shall sign responses to any request for clarification. Responses shall be submitted to the Agency within the time specified in the Agency's request. Failure to comply with requests for additional information may result in rejection of the Proposal.

2.19 Disposition of Proposals

All Proposals become the property of the State and shall not be returned to the Contractor. Once the Agency issues a Notice of Intent to Award the Contract, the contents of all Proposals will be in the public domain and be available for inspection by interested parties, except for information for which Contractor properly requests confidential treatment or according to exceptions provided *in Iowa Code Chapter 22* or other applicable law.

2.20 Public Records and Requests for Confidential Treatment

The Agency will treat all information submitted by a Contractor as public records unless the Contractor properly requests that specific parts of the Proposal be treated as confidential at the time of submitting the Proposal. The Agency's release of public records is governed by *Iowa Code chapter 22*. Contractors are

encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Agency will copy and produce public records as required to comply with Chapter 22 or other applicable law.

Any request for confidential treatment of specific information must be included in the transmittal letter with the Contractor's Proposal. 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 Contractor to respond to any inquiries by the Agency concerning the confidential status of the materials.

Any Proposal submitted which contains information for which Contractor is requesting Confidential treatment must be conspicuously marked by the Contractor 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 information as confidential shall relieve Agency or State personnel from any responsibility if confidential information is viewed by the public or a competitor, or is in any way released. If Contractor identifies its entire Proposal as confidential, the Agency may reject the Proposal as non-responsive.**

If the Contractor designates any portion of its Proposal as confidential, the Contractor must submit a copy labeled as "Public Copy" from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in Section 3 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 Proposal as possible.

If Agency receives a request for information that includes information Contractor has marked as confidential, Agency will give written notice to the Contractor at least 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*. After seven calendar days, the Agency will release the information marked confidential unless a court of competent jurisdiction determines the information is confidential under *Iowa Code Chapter 22* or other applicable law.

The Contractor's failure to request confidential treatment of material will be deemed a waiver of any right to confidentiality the Contractor may have had.

2.21 Copyright Permission

By submitting a Proposal, the Contractor agrees that the Agency may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Contractor consents to such copying and warrants that such copying will not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

2.22 Release of Claims

By submitting a Proposal, the Contractor agrees that it will not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided in the RFP or concerning the Agency's failure, negligent or otherwise, to provide the Contractor with pertinent information in this RFP.

2.23 Contractor Presentations

Contractors may be required to present their storyboard for a 60-second public service announcement for television aimed at 1) increasing proper safety belt usage, or 2) impaired driving, or 3) excessive speed, or 4) distracted driving. Background data is provided as Attachment # 7.

The determination as to need for presentations, and the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Contractor to illustrate the Contractor's Proposal. The presentation shall not materially change the information contained in the Proposal.

2.24 Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed in accordance with Section 5 of the RFP. The Agency will not necessarily award a contract resulting from this RFP to the Contractor offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Contractor(s) whose Responsive Proposal the agency believes will provide the best value to the Agency and the State.

2.25 Award Notice and Acceptance Period

Notice of Intent to Award the Contract(s) will be sent to all Contractors submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by Agency. If the successful Contractor fails to negotiate and deliver an executed Contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Contractor the Agency believes will provide the best value to the State.

2.26 No Contract Rights until Execution

No Contractor shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Contractor and the Agency.

2.27 Choice of Law and Forum

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

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. Contractors are responsible to determine the applicability of this Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to *Iowa Code section 722.1*, it is a felony offense to bribe or attempt to bribe a public official.

2.29 No Minimum Guaranteed

The Agency does not guarantee any minimum level of purchases under the Contract.

2.30 Appeals

A vendor whose proposal has been timely filed and who is aggrieved by the award of the department may appeal the decision by filing a written notice of appeal (in accordance with 11—Chapter 105.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the issuing officer. The notice must be filed within five days of the date of the Intent to Award notice issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.0137. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and / or the notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful vendor.

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

These instructions prescribe the format and content of the Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the Proposal format may result in the rejection of the Proposal.

- 3.1.1** The Proposal shall be typewritten on 8.5" x 11" paper and sent in sealed envelope.

The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such and placed in a separate sealed envelopes. If more than one envelope/package is required to submit the original and three copies of the technical proposals (in other words, if your response is too thick to fit all four copies into one envelope), the envelopes shall be numbered in the following fashion: 1 of 3, 2 of 3, etc. The envelopes shall be labeled with the following information:

RFP Number: RFP1112595295
RFP Title: Media Services for GTSB
Laurie Hoing, CPPB, PAIII
Iowa Department of Administrative Services
General Services Enterprise, Procurement Services
Hoover State Office Building, Level A
1305 East Walnut Street
Des Moines, IA 50319-0105

[Contractor's Name and Address]

The Agency shall not be responsible for misdirected packages or premature opening of Proposals if a Proposal is not properly labeled.

- 3.1.2** 1 Original, 3 copies and 1 electronic copy of both parts of the Proposal, each in a sealed envelope, shall be timely submitted to the Issuing Officer.

Example:

<u>Technical Envelope(s) Contains(s):</u>	<u>Cost Proposal Envelope Contains:</u>
Original Technical Proposal & Copies	Original Cost Proposal & Copies
Technical Proposal on CD	Cost Proposal on CD
Public Copy if submitted	
Electronic Public Copy on same CD if submitted	

- 3.1.3** If the Contractor designates any information in its Proposal as confidential pursuant to Section 2.20, the Contractor must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2.20 and which is marked "Public Copy".

- 3.1.4** Attachments shall be referenced in the Proposal.

- 3.1.5 If a Contractor proposes more than one solution to the RFP requirements, each shall be labeled and submitted separately and each will be evaluated separately.

3.2 Technical Proposal

The following documents and responses shall be included in the Technical Proposal in the order given below:

3.2.1 Transmittal Letter (Required)

An individual authorized to legally bind the Contractor shall sign the transmittal letter. The letter shall include the Contractor's mailing address, electronic mail address, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 2.20.

3.2.2 Table of Contents

The Contractor shall include a table of contents of its Proposal and submit the check list of submittals per Attachment # 3.

3.2.3 Executive Summary

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

- 3.2.3.1 Statements that demonstrate that the Contractor has read, understands and agrees with the terms and conditions of the RFP including the contract provisions in Section 6.
- 3.2.3.2 An overview of the Contractor's plans for complying with the requirements of this RFP.
- 3.2.3.3 Any other summary information the Contractor deems to be pertinent.

3.2.4 Specifications and Technical Requirements

The Contractor shall answer whether or not it will comply with each requirement in Section 4 of the RFP. Where the context requires more than a yes or no answer or the specific requirement so indicates, Contractor shall explain how it will comply with the requirement. Merely repeating the Section 4 requirements may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the requirements of the RFP or requirements the Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the requirement(s) of this section, the Agency may reject the Proposal.

3.2.5 Vendor Background Information

The Contractor shall provide the following general background information:

- 3.2.5.1 Some states give preferences to their In-State Contractors. Does your state have a preference for instate vendors? Yes or No If yes, please include the details of the preference.
- 3.2.5.2 Name, address, telephone number, fax number and e-mail address of the Contractor including any d/b/a or assumed names or other

operating names of the Contractor and any local addresses and phone numbers

- 3.2.5.3** Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company
- 3.2.5.4** State of incorporation, state of formation, or state of organization.
- 3.2.5.5** The location(s) including address and telephone numbers of the offices and other facilities that relate to the Contractor's performance under the terms of this RFP
- 3.2.5.6** Number of employees
- 3.2.5.7** Type of business
- 3.2.5.8** Name, address and telephone number of the Contractor's representative to contact regarding all contractual and technical matters concerning the Proposal
- 3.2.5.9** Name, address and telephone number of the Contractor's representative to contact regarding scheduling and other arrangements
- 3.2.5.10** Name, contact information and qualifications of any subcontractors who will be involved with this project the Contractor proposes to use and the nature of the goods and/or services the subcontractor would perform.
- 3.2.5.11** Contractor's accounting firm
- 3.2.5.12** The successful Contractor will be required to register to do business in Iowa before payments can be made. Currently only contractors who have been awarded a contract will be approved. For vendor registration documents, go to: http://das.gse.iowa.gov/procurement/vendor_req.html

3.2.6 Experience

The Contractor must provide the following information regarding its experience:

- 3.2.6.1** Number of years in business.
- 3.2.6.2** Number of years' experience with providing the types of goods and/or services sought by the RFP.
- 3.2.6.3** The level of technical experience in providing the types of goods and/or services sought by the RFP.
- 3.2.6.4** Three samples of similar work completed for other customers, i. e. posters, brochures, web links, etc., shall be submitted.
- 3.2.6.5** Names and email addresses from three (3) previous or current customers or clients knowledgeable of the Contractor's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

3.2.7 Personnel

The Contractor must provide resumes for all key personnel who will be involved in providing the goods and/or services contemplated by this RFP. The personnel listed must be the people that will perform/provide goods and services for the Agency. Any changes in personnel during the project must be

approved by the Agency. Additionally, replacement personnel must have comparable training, experience and ability as the person originally proposed for the job. The following information must be included in the resumes:

- 3.2.7.1 Full name
- 3.2.7.2 Education
- 3.2.7.3 Years of experience and employment history particularly as it relates to the requirements of the RFP

3.2.8 Financial Information

The Contractor must provide the following financial information

- 3.2.8.1 Audited financial statements for the last 3 years
- 3.2.8.2 A minimum of three (3) financial references

3.2.9 Termination, Litigation, Debarment

The Contractor must provide the following information for the past five (5) years:

- 3.2.9.1 Has the Contractor had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- 3.2.9.2 Describe any damages or penalties assessed against or dispute resolution settlements entered into by Contractor under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.
- 3.2.9.3 Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Contractor to engage in any business, practice or activity.
- 3.2.9.4 A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Contractor or its officers have been a party.
- 3.2.9.5 Any irregularities discovered in any of the accounts maintained by the Contractor on behalf of others. Describe the circumstances and disposition of the irregularities.

Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Contractor. Contractor shall provide written notification to the Agency of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Contractor, following execution of the Contract.

3.2.10 Criminal History and Background Investigation

The Contractor hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Contractor, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract.

3.2.11 Acceptance of Terms and Conditions

The Contractor shall specifically agree that by submitting the Proposal, the Contractor is accepting all terms and conditions stated in the RFP. However, if the Contractor objects to any term or condition, the Contractor must specifically refer to the RFP page and section number 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 Proposal.

3.2.12 Certification Letter

The Contractor shall sign and submit with the Proposal, the document included as Attachment #1 (Certification Letter) in which the Contractor shall make the certifications included in Attachment #1.

3.2.13 Authorization to Release Information

The Contractor shall sign and submit with the Proposal the document included as Attachment #2 (Authorization to Release Information Letter) in which the Contractor authorizes the release of information to the Agency.

3.2.14 Firm Proposal Terms

The Contractor shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm 90 days following the deadline for submitting Proposals.

3.3 Cost Proposal

The Contractor shall provide its cost proposal in a separately sealed envelope for the proposed goods and/or services. See Attachment 4.

SECTION 4 SPECIFICATIONS AND TECHNICAL REQUIREMENTS

4.1 Overview

The successful Contractor shall provide the goods and/or services to Agency and other agencies using the Contract in accordance with the specifications and technical requirements as provided in this Section. The Contractor shall address each requirement in this Section and indicate whether or not it will comply with the requirement. If the context requires more than a yes or no answer or the section specifically indicates, Contractor shall explain how it will comply with the requirement. Proposals must address each requirement. Merely repeating the requirements may be considered non-responsive and may disqualify the Contractor. Proposals must identify any deviations from the requirements of this RFP or requirements the Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the requirement(s) of this section, the Agency may reject the Proposal.

There are two types of requirement addressed in these specifications:

- **Mandatory (pass/fail) Requirements:** A Contractor must be able to satisfy and comply with all these requirements to be deemed a Responsible Contractor.
- **Scored Mandatory Technical Requirements:** Proposals which pass the Mandatory Requirements review will be reviewed by the evaluation committee and scored in accordance with the evaluation criteria described in Section 5. Compliance with the Scored Technical Requirements is also mandatory.

4.2 Mandatory (Pass/Fail) Technical Requirements

All items listed in this section are Mandatory Requirements. A pass/fail evaluation will be utilized for these requirements. **Contractors must indicate they understand and will be able to fulfill the required activities and products described. Please note your understanding and ability to comply in section 4.2.14. below.** If there is an exception to your ability to comply or produce, please also indicate that. By indicating understanding and compliance, a Contractor agrees that it shall comply with that requirement throughout the full term of the Contract, if awarded the Contract. If the Agency determines the responses and supportive materials do not demonstrate the Supplier will be able to comply with the Mandatory Requirements, the Agency may reject the Proposal.

The contractor that is awarded this RFP shall provide services listed in items 4.2.1 through 4.2.13 for multiple and separate traffic safety campaigns for at least three areas of the following traffic safety issues: 1) proper safety belt use, 2) proper child restraint use, 3) impaired driving, 4) motorcycle safety; and may also include: 4) distracted driving, 5) excessive speed, and 6) other issue(s) deemed pertinent to Iowa's highway safety program. Services listed in Items 4.2.1 through 4.2.10 will be required by the awarded agency for each separate safety campaign undertaken.

The contractor that is awarded this RFP shall also provide services in support of at least two separate national campaigns as outlined in items 4.2.9 through 4.2.11.

Item 4.2.12-relates to the overall media program and as does item 4.2.13 which indicates all services are provided on a strict reimbursement basis.

- 4.2.1** Based on current attitude/knowledge research, develop and submit for approval a mass media traffic safety campaign.
- 4.2.2** Pretest the aforementioned campaigns prior to production utilizing focus groups. When appropriate, modify concepts based on the feedback obtained through focus group interviews.
- 4.2.3** Provide production concepts to the DPS/GTSB for review and approval prior to the production phase.
- 4.2.4** Produce and distribute approved mass media materials, including, but not be limited to, television, radio, print, web and social media. Print materials will include educational and informational brochures, posters, and other items as determined needed. Some child passenger materials will be needed in both English and Spanish versions.
- 4.2.5** Produce additional needed printed collateral support materials such as public relations/news packet for events or groups as requested.
- 4.2.6** Maintain regular communications and track activity with mass media serving Iowa to determine the extent of use of public service materials.
- 4.2.7** Provide a detailed quarterly report summarizing all program related activities including documentation of PSA and related materials distribution and utilization by media outlets. Distribution, utilization and exposure information will include the PSA name, type of exposure/use, dates of exposure/use and estimated audience.
- 4.2.8** Provide electronic versions of all produced PSAs, graphics and all other campaign materials.
- 4.2.9** Using the National Highway Traffic Safety Administration media plan as a guideline, secure earned media as requested by the DPS/GTSB in support of designated national campaigns and negotiate free and paid media with Iowa's broadcast groups during multiple designated times.
- 4.2.10** Produce separate documentation on the number of both paid and free airing and print ads including dates and times and the size of the audience reached and provide in a report following each national campaign.
- 4.2.11** Provide support for media releases and events promoting the pre-determined national campaigns as needed and requested.
- 4.2.12** Attend meetings, conferences, and/or workshops relating to media as needed and/or requested, including but not limited to, bi-monthly Contractor meetings, an annual conference and any national meeting, workshop or conference as needed and requested.

4.2.13 All services must be rendered, paid and proper reimbursement forms must be submitted within 60 days of expenses being paid in order to obtain reimbursements.

4.2.14 I understand the above requirements and will comply and be able to produce the needed products. Please describe exceptions, if any.

4.3 Mandatory Scored Technical Requirements

All items listed below are Mandatory Scored Technical Requirements. All requirements must be met; they will be evaluated and scored by the evaluation committee in accordance with Section 5. Proposals that do not receive a minimum score of 35 points on the technical evaluation will be rejected.

4.3.1 Provide a storyboard for a 30-second televised public service announcement (PSA) concept aimed at one of the following traffic safety areas of concerns: 1) proper safety belt use, or 2) proper child restraint use, or 3) impaired driving, or 4) motorcycle safety or 5) distracted driving or 5) excessive speed. Background data is provided as Attachment # 7.

Elements to include in the storyboard are:

4.3.1.1 Screen shots,

4.3.1.2 Narrative,

4.3.1.3 Voiceover, if appropriate for the PSA.

SECTION 5 EVALUATION AND SELECTION

5.1 Introduction

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest benefit to the State. Agency will not necessarily award the Contract to the Contractor offering the lowest cost to the Agency. Instead, the Agency will award the Contract whose Responsive Proposal the Agency believes will provide the best value to the State.

5.2 Overview of Evaluation

5.3.1 Preliminary Review

The evaluation committee will first review all Proposals to determine if they comply with the Mandatory (Pass/Fail) Requirements described in Section 4.2 and have provided all information required in Section 3 (i.e., to determine if the Contractor is submitting a Responsive Proposal). Proposals that are not Responsive Proposals will be rejected.

5.3.2 Technical Evaluation (70 points)

All Responsive Proposals will go through a Technical Evaluation. There is a total of 70 available points for the Technical Evaluation. Proposals that receive fewer than 35 Technical Evaluation points may be rejected.

5.3.3 Presentations

Presentations may be conducted as per section 2.23.

5.3.4 Further Points Breakdown

The points breakdown for scored requirement will be posted as an Amendment at 2:00 p.m. on the day the proposals are due.

5.3 Cost Proposal (30 points).

Up to an additional 30 points will be awarded based on Cost. To assist the agency in evaluating, Cost Proposals may be evaluated and points awarded as follows:

The Cost Proposals will remain sealed during the evaluation of the Technical Proposal and any Bidder Demonstration.

Only prospective contractors that meet all of the required features will be considered during the cost evaluation phase of the review process.

The compliant prospective contractor's technical points will be added to the cost points, to obtain the total points awarded for the proposal.

The Cost Proposals will be ranked from least expensive to the most expensive. The least expensive cost proposal shall receive the maximum number of points available in this section. To determine the number of points to be awarded all other Cost Proposals, the least expensive bid will be used in all cases as the numerator. Each of the other bids will be used as the denominator. The percentage will then be multiplied by the maximum number of points and the

resulting number will be the cost points awarded to other compliant contractors. Percentages and points will be rounded to the nearest whole value.

Example:

Contractor A quotes \$35,000; Contractor B quotes \$45,000 and Contractor C quotes \$65,000.

Contractor A: $\frac{\$35,000}{\$35,000}$ = receives 100% of available points on cost.

Contractor B: $\frac{\$35,000}{\$45,000}$ = receives 78% of available points on cost.

Contractor C: $\frac{\$35,000}{\$65,000}$ = receives 54% of available points on cost.

SECTION 6 CONTRACTURAL TERMS AND CONDITIONS

6.1 Contract Terms and Conditions

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made in accordance with the provisions of the RFP, the contract terms and conditions contained at the web-address indicated on the RFP cover sheet, and in Attachments 5 & 6, the offer of the successful Contractor contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Contractor to the provisions or terms and conditions of the RFP shall be incorporated into the Contract unless Agency has explicitly accepted the Contractor's objection or amendment in writing.

The contract terms and conditions contained at the web-address indicated on the RFP cover sheet, and in Attachments 5 & 6 will be incorporated into the Contract. The contract terms and conditions may be supplemented at the time of contract execution and are provided to enable Contractors to better evaluate the costs associated with the RFP requirements and the Contract. All costs associated with complying with these requirements should be included in any pricing quoted by the Contractor.

By submitting a Proposal, each Contractor acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change except as otherwise expressly stated in its Proposal. If a Contractor takes exception to a provision, it must state the reason for the exception and set forth in its Proposal the specific RFP or 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 Agency, in its sole discretion, resulting in possible rejection of the Proposal. The Agency 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 Special Terms

The Governor's Traffic Safety Bureau (GTSB) is a federally-funded state agency that functions on a strict reimbursement basis. All services provided by the awarded agency must be rendered, paid and proper reimbursement forms must be submitted to the Governor's Traffic Safety Bureau within 60 days of expenses being paid in order to obtain reimbursements.

6.3 Contract Length

The term of the Contract will begin and end on the dates indicated on the RFP cover sheet. The Agency shall have the sole option to renew the Contract upon the same or more favorable terms and conditions for up to the number of annual extensions identified on the RFP cover sheet.

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

6.4.1 Contractor shall, at its sole expense, maintain in full force and effect, with insurance companies admitted to do business in the State of Iowa and acceptable to the Agency, insurance covering its work of the type and in amounts required by this Contract. Contractor’s insurance shall, among other things, insure against any loss or damage resulting from or related to Contractor’s performance of this Contract regardless of the date the claim is filed or expiration of the policy. All insurance policies required by this Contract shall: (i) be subject to the approval of the Agency; (ii) remain in full force and effect for the entire term of this Contract; and (iii) not be canceled, reduced or changed without the Agency’s prior written consent. The State of Iowa and the Agency shall be named as additional insureds on all such policies, and all such policies shall include the following endorsement: “It is hereby agreed and understood that the State of Iowa and the Iowa Department of Administrative Services are named as additional insured, and that the coverage afforded to the State of Iowa and the Iowa Department of Administrative Services under this policy shall be primary insurance. If the State of Iowa or the Iowa Department of Administrative Services has other insurance which is applicable to a loss, such other insurance shall be on an excess, secondary or contingent basis. The amount of the insurer’s liability under this policy shall not be reduced by the existence of such other insurance.” Unless otherwise requested by the Agency, Contractor shall cause to be issued insurance policies with the coverages set forth below:

6.4.2 Type of Insurance

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 million
	Products –	
	Comp/Op Aggregate	\$1 Million
	Personal injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	A required by Iowa law

6.4.3 Claims Provision. All insurance policies required by this Agreement must provide coverage on an “occurrence basis” for all claims arising from activities

occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy.

- 6.4.4** Certificates of Coverage. At the time of execution of this Contract, Contractor shall deliver to the Agency certificates of insurance certifying the types and the amounts of coverage, certifying that said insurance is in force before the Contractor starts work, certifying that said insurance applies to, among other things, the work, activities, products and liability of the Contractor related to this Contract, certifying that the State of Iowa and the Iowa Department of Administrative Services are named as additional insureds on the policies of insurance by endorsement as required herein, and certifying that no cancellation or modification of the insurance will be made without at least thirty (30) days prior written notice to the Agency. All certificates of insurance shall be subject to approval by the Agency. The Contractor shall simultaneously with the delivery of the certificates deliver to the Agency one duplicate original of each insurance policy.
- 6.4.5** Liability of Contractor. Acceptance of the insurance certificates by the Agency shall not act to relieve Contractor of any obligation under this Contract. It shall be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the life of this Contract. Contractor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor shall have no claim or other recourse against the State or the Agency for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Contractor. Notwithstanding any other provision of this Contract, Contractor shall be fully responsible and liable for meeting and fulfilling all of its obligations under Section 6 of this Contract.
- 6.4.6** Waiver of Subrogation Rights. Contractor shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the Agency or the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the Agency.
- 6.4.7** Filing of Claims. In the event either the Agency or the State suffers a loss and is unable to file a claim under any policy of insurance required under this Contract, the Contractor shall, at the Agency's request, immediately file a proper claim under such policy. Contractor will provide the Agency with proof of filing of any such claim and keep the Agency fully informed about the status of the claim. In addition, Contractor agrees to use its best efforts to pursue any such claim, to provide information and documentation requested by any insurer providing insurance required hereunder and to cooperate with the Agency and the State. Contractor shall pay to the Agency and the State any insurance proceeds or payments it receives in connection with any such claim immediately upon Contractor's receipt of such proceeds or payments.
- 6.4.8** Proceeds. In the event the Agency or the State suffers a loss that may be covered under any of the insurance policies required under Section 6, neither the Contractor nor any subsidiary or affiliate thereof shall have any right to receive or recover any payments or proceeds that may be made or payable under such policies until the Agency and/or the State have fully recovered any losses, damages or expenses sustained or incurred by it (subject to applicable

policy limits), and Contractor hereby assigns to the Agency and the State all of its rights in and to any and all payments and proceeds that may be made or payable under each policy of insurance required under this Contract.

**Attachment # 1
Certification Letter**

Alterations to this document are prohibited, see section 2.13.15.

[Date]_____

Laurie Hoing, CPPB, Issuing Officer
Iowa Department of Administrative Services
Hoover Building, Level A
1305 E Walnut
Des Moines, IA 50319

Re: Request for Proposal Number RFP1112595295
PROPOSAL CERTIFICATIONS

Dear Laurie:

I certify that the contents of the Proposal submitted on behalf of **[Name of Contractor]**_____ (Contractor) in response to the State Request for Proposal Number RFP1112595295 for Mass Media Services for the Iowa Governor's Traffic Safety Bureau are true and accurate. I also certify that Contractor has not knowingly made any false statements in its Proposal.

Certification of Independence

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

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.
2. The Proposal has been developed independently, without consultation, communication or agreement with any other contractor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Contractor to induce any other contractor to submit or not to submit a Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Contractor and the Agency or any other State agency 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 Proposal 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, or 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 Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available, the Agency 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) (2011)* 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. The Act also requires Contractors 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 Proposal in 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 Agency may declare the Contractor’s Proposal or resulting contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in addition to other remedies available to Agency.

Sincerely,

[Name and Title]

Attachment #2

Authorization to Release Information Letter

Alterations to this document are prohibited, see section 2.14.15.

[Date] _____

Laurie Hoing, CPPB, Issuing Officer
Iowa Department of Administrative Services
Hoover Building, Level A
1305 E Walnut
Des Moines, IA 50319

Re: Request for Proposal Number RFP1112595295
AUTHORIZATION TO RELEASE INFORMATION

Dear Laurie:

[Name of Contractor] _____ **(Contractor)** hereby authorizes the State, including 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 RFP1112595295.

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 Agency, 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 Agency or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to the RFP.

The Contractor authorizes representatives of the Agency 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 Proposal submitted in response to RFP.

The Contractor further authorizes any and all persons and 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 Proposal. 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 Agency or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to RFP.

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

Sincerely,

[Printed Name of Contractor Organization]

[Name and Title of Authorized Representative]

[Date]

**Attachment # 3
Vendor Requirement Check List**

RFP REFERENCE SECTION	RESPONSE INCLUDED		PAGE NUMBER IN CONTRACTOR'S RESPONSE
	Yes	No	
3.1.2 One (1) Original and Three (3) copies of the Bid Proposal			
3.1.2 Electronic Copy			
3.1.3 One (1) Public Copy with Confidential Information Excised			
3.2.1 Transmittal Letter			
3.2.5 Vendor Background Information			
3.2.6 Experience			
3.2.7 Personnel			
3.2.8 Financial Information			
3.2.9 Terminations			
3.2.10 Criminal History and Background			
3.2.11 Acceptance of Terms and Conditions			
3.2.12 Certification Letter			
3.2.13 Authorization to Release Information			
3.2.14 Firm Proposal Terms			
4.2 Mandatory Requirements			
4.3 Scored Mandatory Requirements			

**ATTACHMENT # 4
Cost Proposal**

Payment Terms

Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a vendor.

Contractor's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). All pricing to be FOB Destination, freight cost and all expenses included; and based on Net 60 Days Payment Terms. The following template is required. Please use additional pages to provide any additional narrative support for the costing information.

Deliverable Item (based on <u>one</u> campaign as submitted via storyboard)	Hours	Rate	Total Proposed Cost of campaign
Average hourly rate of creative staff and proposed # of hours			
Average production rate or a range of production rates			
Average hourly rate of technical staff and proposed # of hours			
Average hourly rate of administrative staff and proposed # hours			
Average hourly rate of financial staff and proposed # of hours			
Average hourly rate of sales staff (for paid media needs)			
Distribution fees	----N/A-----	---N/A---	
Percentage of earned media to be provided per campaign	----N/A-----	---N/A---	

ATTACHMENT 5 GTSB TERMS/CONDITIONS

Section 1.0 Amendment of this Document

The GTSB, State administrative agency, or the contractor may, during the duration of this contract, deem it necessary to make alterations to the provisions of this contract. Any changes to the General Conditions, which are mutually agreed upon shall be incorporated into this contract by written request and GTSB approval.

Section 2.0 Release of Data and Findings

Any and all reports, information, data, and so forth, given to, prepared, or assembled by the contractor under this contract shall not be made available to any individual or organization by the contractor prior to the completion of this contract in its entirety, without advance written approval of such prior release by the GTSB. Unless otherwise stated in the Special Conditions of the Contract, the contractor may not release reports, information, publication information and education materials, and so forth if produced under the terms of the contract without written approval by the GTSB. This section applies to such elements as scholarly journals, professional conferences and seminars, final reports, surveys and news releases.

Section 3.0 Patent and Copyright

No materials or products produced wholly or in part by the contractor under this contract shall be subject to patent or copyright laws either in the United States or in any other country.

Section 4.0 Accounts and Records

4.1 Accounts - The contractor shall maintain books, records, documents, and other evidence pertaining to all costs and expenses incurred as well as revenues acquired under this contract to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services, and other expenses of whatever nature, for which payment is claimed under this contract.

4.2 Audit and Inspection - At any time during normal business hours and as frequently as is deemed necessary, the contractor, for the purposes of examination, shall make available to the agencies listed below all of his or her records pertaining to all matters covered by this contract and permit the agencies to audit, examine, make excerpts or transcripts from such records, contracts, invoices, payrolls, personnel records, conditions of employment, objectives, and all other matters covered by this contract:

- The GTSB;
- The State Auditor;
- The Comptroller General of the United States;
- NHTSA/FHWA.

4.3 Retention of Records - All records in the possession of the contractor pertaining to this contract shall be retained by the contractor for a period of three years beginning with the date upon which the final payment under this contract is issued. All records shall be retained beyond the three year period if audit findings have not been resolved within that period.

Records for nonexpendable property acquired under this contract shall be retained for the agreed useful life of the equipment for a three year period after the final disposition of property.

Section 5.0 Allowable Costs

5.1 Allowable Costs - Allowable costs are specified under the project budget presented in the "Special Conditions" of the contract. Allowable costs in contracts with State and Local government are subject to audit under the principles defined in NHTSA Order 462-13A where all or any part of contract funds are obtained from the Federal government.

5.2 Expenditures - Expenditures which exceed budgeted line-item amounts will not be disallowed for payment solely because of minor deviations from the budgeted amount, provided that the deviation was by an amendment to this contract and prior approval was granted by the GTSB. Unforeseen costs incurred during the contract period and denoted in the final claim as a cost overrun may be approved for payment by the Governor's Representative subject to audit verification.

Section 6.0 Termination of Contract

6.1 Termination for Cause - The GTSB may terminate this contract wholly or in part at any time before the date of completion, whenever it is determined that the contractor has failed to comply with the conditions of the contract. The GTSB shall promptly notify the contractor in writing of the determination and the reasons for the termination, together with the effective date. Payments made to the contractor or recoveries by the GTSB under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties.

6.2 Termination for Convenience - The GTSB, or contractor may terminate contracts wholly or in part when all parties agree that the continuation of the project would not produce beneficial results commensurate with the future expenditure of funds. The parties shall agree upon the termination conditions, including the expiration date, and in the case of partial terminations, the portion to be terminated. The contractor shall not incur new obligations for the terminated portion after the expiration date and shall cancel as many outstanding obligations as possible. The GTSB shall allow full credit to the contractor for the GTSB share of the noncancelable obligations properly incurred by the contractor prior to termination.

6.3 Rights in Incompleted Products - In the event the contract is terminated, all finished or unfinished documents, data, reports or other material prepared by the contractor under this contract shall, at the option of the GTSB, become its property, and the contractor shall be entitled to receive just and suitable compensation for any satisfactory work completed on such documents and other materials.

Section 7.0 Equal Employment Opportunity

7.1 Discrimination - the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or physical or mental disability. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated fairly during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include, but may not be limited to, the following: employment, upgrading, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The contractor agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees.

7.2 Consideration for Employment - The contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or disability in all solicitations or advertisements for employees placed by or on behalf of the contractor.

7.3 Civil Rights Compliance - The contractor will comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended, Iowa Executive Order 15 of 1973, Federal Executive Order 11246 of 1965 as amended by Federal Executive Order 11375 of 1967 and Title VII of the U.S. Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972, Section 504 of the Vocational Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967 as amended, and the Vietnam Veterans Readjustment Act of 1974. The contractor will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to his or her payroll and employment records by the State of Iowa for the purposes of investigation to ascertain compliance with such rules, regulations or requests, or with this nondiscrimination clause.

7.4 Noncompliance with the Civil Rights Laws - In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the aforesaid rules, regulations, or requests, this contract may be canceled, terminated or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965, as amended, 1966 Iowa Code Chapter 105A, as heretofore and hereafter amended, or as otherwise provided by law.

7.5 The Contractor will include the provisions of paragraphs 7.1 through 7.4 in every subcontract unless exempt by the State of Iowa, and said provisions will be binding on each subcontract as the State of Iowa may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the contractor becomes involved in or is threatened by litigation with a subcontractor or vendor as a result of such direction by the State of Iowa, the contractor may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.

Section 8.0 Interest of GTSB, Contractor, Officials and Others

8.1 GTSB - No officer, member, or employee of the GTSB and its governing body, nor any other public official of the governing body of the locality or localities in which the project is situated or carried out who exercises any functions or responsibilities in the review, approval, or implementation of this project shall participate in any decisions relevant to this contract which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect.

8.2 Contractor - The contractor vows that he or she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract.

Section 9.0 Assignment of Interest

Neither this contract nor any interest or claim thereunder shall be assigned or transferred by the contractor to any other party or parties.

Section 10.0 Personnel

10.1 Selection - The contractor agrees that he or she has or will secure all personnel required in performing the work and services under this contract. The aforesaid personnel shall not be employees of or have any contractual relationship with the GTSB.

10.2 Qualifications - All of the work and services required hereunder will be performed by the contractor or by personnel under his or her direct supervision. All personnel engaged in the specified tasks shall be fully qualified and authorized under State and Local laws to perform such services.

10.3 Change of Key Personnel - Any individual specified by name in Article 7.0 herein is considered essential to the work and services to be performed. If for any reason, substitution for a specified individual becomes necessary, the contractor shall provide an immediate, written notification to that effect to the GTSB. The contractor shall provide the name of the replacement individual. Any replacement shall be subject to the approval of the GTSB Director.

Section 11.0 Subcontracts

None of the work or services required under this contract shall be subcontracted by the contractor without the prior written approval for said subcontract by the GTSB and the prior written approval of the subcontractor to the GTSB.

Section 12.0 Contract Coverage

This instrument contains the entire agreement between the parties and any statements, inducements, or promises not contained herein shall not be binding upon said parties. This contract shall be binding upon the successors who may assume the position currently held by any parties to this contract.

If any of the provisions contained herein shall be in conflict with the laws of the State of Iowa or shall be declared to be invalid by any court of record of this State, such invalidity shall be construed to affect only such portions as are declared invalid or in conflict with the law. Any remaining portion ruled valid by the court shall continue to be in effect.

Section 13.0 Litigation

The contractor agrees to pay the cost of any litigation should said contractor fail to comply with the rules and regulations in this contract or should said contractor prove to be negligent or incompetent. In carrying out the provisions of the contract or in exercising any power or authority granted to the contractor, there shall be no liability, personal or otherwise, upon the GTSB as that office acts in accordance for the State. Furthermore, the contractor shall indemnify and save harmless suits, actions, or claims of any character issued for all injuries or damages incurred by individuals or property as a result of the contractor or duly authorized representative carrying out the terms of this contract.

**ATTACHMENT 6 – SAMPLE CONTRACT
GOVERNOR'S TRAFFIC SAFETY BUREAU
IOWA DEPARTMENT OF PUBLIC SAFETY**

CONTRACT NUMBER: Alcohol, PAP 13-__, Task ____

ISSUING AGENCY: DPS/Governor's Traffic Safety Bureau

PROJECT CONTRACTOR: _____

CONTRACT STATUS: Year 1

FISCAL SUMMARY:	Highway Safety	Contractor	Total Funds
Cash Amount	\$,000.00	\$ -0-	,\$000.00

AGENCY/LAW/ SOURCE: National Highway Traffic Safety Administration (NHTSA),
Public Law 105-178, Section 402

Submit Reimbursement Claims To:

Issue Payment To:

_____, Program Administrator
Governor's Traffic Safety Bureau
215 East 7th Street, 3rd Floor
Des Moines, IA 50319-0248

Submit Reports To:

Transmit Contract Information To:

_____, Program Administrator
Governor's Traffic Safety Bureau
215 East 7th Street, 3rd Floor
Des Moines, IA 50319-0248
515-725-61__, FAX 515-725-6133

_____, FAX _____

The Contractor agrees to furnish and deliver all products and perform all services set forth in the attached Special Conditions for the consideration stated herein. The rights and obligations of the parties to this contract will be subject to and governed by the Special Conditions and the General Conditions. To the extent that any specifications or other conditions which are made a part of this contract by reference or otherwise conflict, the Special Conditions and the General Conditions will control. To the extent that any inconsistency between the Special Conditions and the General Conditions exists, the Special Conditions will control. When approved, the instrument becomes a contract to accomplish the provisions contained within the Fiscal Year 2013 Highway Safety Plan, Program Area Plan 13-02, Task 0 , and thereby constitutes an official program with the Governor's Traffic Safety Bureau. This activity meets the requirements of Public Law 105-178 and the requirements set forth in the Governor's Traffic Safety Bureau Procedures Manual, as amended.

IN WITNESS THEREOF, the parties hereto have executed this contract on the day and year last specified below.

CONTRACTOR:

By _____ Date: _____

ISSUING AGENCY:

By _____ Date: _____

Effective Date: 10/01/12 Expiration Date: 09/30/13

SPECIAL CONDITIONS

Article 1.0 Identification of Parties. This Contract is entered into by and between the Iowa Department of Public Safety/Governor's Traffic Safety Bureau (hereafter referred to as DPS/GTSB) and the _____ (hereinafter referred to as Contractor).

Article 2.0. Statement of Purpose.

WHEREAS, the Highway Safety Plan is the tool for developing and improving overall safety capabilities; improving the program management and decision-making capabilities of safety officials; addressing special problems or opportunities; and providing a coordination mechanism for the purpose of reducing traffic-related property damage, personal injury and fatal crashes, and

WHEREAS, the DPS/GTSB has been designated to administer the State and Community Highway Safety Programs established under Section 402 of the Highway Safety Act of 1966, as amended, and

WHEREAS, the Contractor has the necessary ability to develop and carry out a portion of that Highway Safety Plan,

THEREFORE, the parties hereto do agree as follows:

Article 3.0 Area Covered. The Contractor will perform all the work and services required under this Contract in connection with and respecting the following areas:

City of _____, Iowa

Article 4.0 Reports and Products. The Contractor will submit the following reports and products:

- 4.1 A Claim for Reimbursement (HSP-2) form, documentation and, if applicable, an Equipment Accountability Report (HSP-3) form for reimbursement within 60 days of the expense being paid by the Contractor with the exception of the final claim which is due into the DPS/GTSB office no later than November 15, 2013.
- 4.2 A cumulative final report due November 1, 2013 covering accomplishments of Statement of Work and Services.
- 4.3 Any reports and products deemed prudent by the Issuing Agency or Contractor.
- 4.4 A copy of all audit reports, if required, within 30 days of completion of said audit.
- 4.5 Quarterly activity reports due January 15 (first quarter), April 15 (second quarter), July 15 (third quarter) and October 15 (fourth quarter) on forms provided by the DPS/GTSB that quantify project activities.

Article 5.0 Designation of Officials.

- 5.1 DPS/GTSB - The Governor's Representative for Highway Safety and the Director of the Governor's Traffic Safety Bureau are the only persons authorized to

execute and approve any changes in terms, conditions, or amounts specified in this Contract.

- 5.2 Contractor Designee, _____, is designated to approve in writing, on behalf of the Contractor, the HSP-2 Claim for Reimbursement and any negotiated changes in this Contract.

Article 6.0 Key Personnel. The Contractor hereby assigns the duties and responsibilities of project administration to _____, representing the Contractor in this agreement.

Article 7.0 Time of Performance. The services of the Contractor will commence on or after the effective date stipulated on the signature page and will be completed before or by the expiration date.

Article 8.0 Modification of General Conditions. None.

Article 9.0 Additional Special Conditions.

- 9.1 Expense Documentation. The Contractor will document the expenditure of such funds authorized as eligible for reimbursement in accordance with the conditions of this Contract upon submission of the HSP-2 and, for equipment, the HSP-3 as supplied by the DPS/GTSB.
- 9.2 Policies and Procedures. The Contractor will comply with all policies and procedures contained in the Iowa DPS/GTSB Policies and Procedures Manual, as amended, including appropriate attachments provided by the DPS/GTSB in accordance with Section 402 of the Highway Safety Act of 1966, and the Iowa Administrative Code, Section 661, Chapter 20.
- 9.3 Copyrights. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
- a. The copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and
 - b. Any rights of copyright to which a grantee, sub grantee or a contractor purchases ownership with grant support.
- 9.4 Debarred, Suspended and Ineligible Status. The Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended or declared ineligible by any agency of the State of Iowa or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. The Contractor will immediately notify the DPS/GTSB if the Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended and Ineligible Contractors by a federal entity.
- 9.5 Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes 23 CFR 1200.21. The Contractor will comply with all applicable procurement procedures

and will maintain a financial management system that complies with the minimum requirements of 49 CFR 18.20.

- 9.6 Civil Rights Act - The Contractor will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*; PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970(P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse of alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; The Civil Rights Restoration Act of 1987, which provides that any portion of a state or local entity receiving federal funds will obligate all programs or activities of that entity to comply with these civil rights laws; and, (k) the requirements of any other nondiscrimination statute(s) which may apply.
- 9.7 Buy America Act - The Contractor will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)) which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.
- 9.8 Political Activity (Hatch Act) - The Contractor will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 9.9 Lobbying Restrictions - None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in

direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Article 10.0 Conditions of Payment.

- 10.1 Maximum Payments. It is expressly understood and agreed the maximum amount to be paid to the Contractor by the DPS/GTSB for any item of work or service will be the amount specified under Article 12.0 subject to Article 11.0 herein. It is further understood and agreed the total of all payments to the Contractor by the DPS/GTSB for all work and services required under this Contract will not exceed \$_____ unless modified by written amendment of this Contract as provided in Section 1.0 of the General Conditions.
- 10.2 HSP-2 Form for Payment. All payments to the Contractor will be subject to the DPS/GTSB's receipt of an HSP-2 and documentation. If claiming equipment, an HSP-3 must also be submitted. The Contractor must perform services and receive merchandise between the effective dates of the contract and pay for expenses prior to submitting the claim for reimbursement. An HSP-2 will be submitted on a form provided by the DPS/GTSB. No payments will be made if required reports are more than two months past due unless approved by the DPS/GTSB Director.
- 10.3 Receipt of Federal Funds.
- a. All payments hereunder will be subject to the receipt of federal funds by the DPS/GTSB. The termination, reduction or delay of federal funds to the DPS/GTSB may be reflected by a corresponding modification to the conditions of this Contract.
 - b. Notwithstanding any other provisions of this Contract, if funds anticipated for the continued fulfillment of this Contract are at any time not forthcoming or insufficient, either through failure of the State of Iowa to appropriate funds, discontinuance or material alteration of the program for which funds were provided, the DPS/GTSB will have the right to terminate this Contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration. Unless otherwise agreed to by the parties, the Contract will become null and void on the last day of the fiscal year for which appropriations were received, except that if an appropriation to cover cost of this Contract becomes available within sixty (60) days subsequent to termination under this clause, the DPS/GTSB agrees to re-enter a Contract with the terminated Contractor under the same provisions, terms and conditions as the original Contract.
 - c. In the event of termination of this Contract due to non-appropriation, the exclusive, sole and complete remedy of Contractor will be payment for services rendered prior to termination.
- 10.4 Non-Performance Termination. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this contract, or if the

Contractor shall violate any of the agreements or stipulations of this contract, the DPS/GTSB shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The DPS/GTSB shall be the sole arbitrator of whether the Contractor or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Contractor or its subcontractor under the provisions of this contract. The Contractor and the DPS/GTSB further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

- 10.5 The Contractor will arrange for an audit to be performed in accordance with OMB Circular A-133 when, as a non-federal entity, the Contractor receives \$500,000.00 or more in federal funds. The federal agency, National Highway Traffic Safety Administration, Department of Transportation, passes funds through the Department of Public Safety, Governor's Traffic Safety Bureau. The Catalog of Federal Domestic Assistance (CFDA) number 20.600 applies to State and Community Highway Safety programs. A copy of the audit report will be submitted to the DPS/GTSB within thirty (30) days after the completion of the audit.

Article 11.0 Statement of Work and Services. The Contractor will perform in a satisfactory and proper manner, as determined by the DPS/GTSB the following work and services:

- 11.1 The Contract will be monitored by the National Highway Traffic Safety Administration (NHTSA) and the DPS/GTSB. All records and documents pertaining to the project are subject to auditing and evaluation by those agencies or their designees.
- 11.2 The Contractor will absorb all costs not contained in this contract.
- 11.3 The project will be evaluated on all items contained in the Statement of Work and Services and the Budget.
- 11.4 There will be no change in the Statement of Work and Services or Budget without prior written approval of the DPS/GTSB.
- 11.5 The Contractor will comply with all requirements contained within the Policies and Procedures Manual of the DPS/GTSB.
- 11.6 All documents relative to fiscal claims will be maintained in the Contractor's office and will be available for review during regular office hours.
- 11.7 Staffing plan:
 - a. .
- 11.8 Contract activities:
 - a.

11.9 Key dates:

- a. By January 15, 2013, April 15, 2013, July 15, 2013 and October 15, 2013, submit a quarterly report as specified in Article 4.5.
- b. By November 1, 2013, submit an annual report as specified in Article 4.2.
- c. By November 15, 2013, submit final claim for reimbursement.

11.10 Objective/performance measures:

- a.

Article 12.0 Project Budget.

	<u>Highway Safety Funds</u>	<u>Contractor</u>
Personal Services		
Directed overtime enforcement	\$ 0.00	\$ 0.00
Training-related travel	\$ 0.00	\$ 0.00
Commodities	\$ 0.00	\$ 0.00
Educational materials	\$ 0.00	\$ 0.00
Equipment	\$ 0.00	\$ 0.00
Contractual Services	<u>\$ 0.00</u>	<u>\$ 0.00</u>
TOTAL	\$ 0.00	\$ 0.00

Match provided by Contractor: \$_____