IOWA COMMUNICATIONS NETWORK
INVITATION TO BID
13-018

The Iowa Telecommunications and Technology Commission (ITTC) operating the Iowa Communications Network (ICN) will be receiving sealed bid proposals until 3:00 p.m. central time Monday April 1, 2013, for:

ICN OSP Project # 77131107

CONSTRUCT A CONTINUOUS FIBER PATH IN 2" HDPE CONTAINING AN ARMORED 48 STRAND, SINGLE MODE FIBER OPTIC CABLE FROM LS208 LOCATED IN THE SOUTH ROW OF I-80, APPROXIMATELY 400' EAST OF THE NE 80th STREET OVERPASS, TO THE IDOT MEET POINT LOCATED ON THE SW CORNER OF I-80 AND NE HUBBELL AVENUE IN ALTOONA, IOWA. CONSTRUCT TWO SEPARATE SPUR FIBER PATHS IN 2" HDPE, EACH CONTAINING AN ARMORED 24 STRAND SINGLE MODE FIBER OPTIC CABLE FROM THE I-80 SOUTH ROW TO THE ACCESS HANDHOLES ON THE NORTH AND SOUTH SIDES OF THE LIGHTEDGE FACILITY LOCATED AT 1435 NORTHRIDGE CIRCLE NE IN ALTOONA, IA.

Sheri Stephens
Iowa Communications Network
Grimes State Office Building
400 East 14th Street
Des Moines, IA 50319
Telephone 515-725-4747
FAX 515-725-4774

Vendors must comply with all affirmative action/equal employment opportunity provisions of State and Federal laws.

THIS REQUEST FOR PROPOSAL CONSISTS OF FOUR CHAPTERS AND THREE ATTACHMENTS:

CHAPTER	TITLE
1	Administrative Issues
2	Contractual Terms
3	Technical Specifications
4	Evaluation Criteria
Attachment 1	Contractual Terms and Conditions (Sample Agreement)
Attachment 2	Bid Proposal Compliance Form
Attachment 3	Authorization To Release Information

CHAPTER 1

ADMINISTRATIVE ISSUES

1.1 Purpose. The State of Iowa, Iowa Telecommunications and Technology Commission, operating the Iowa Communications Network (collectively "ICN") is seeking bids from Vendors to construct a continuous fiber path in 2" HDPE containing an armored 48 strand, single mode fiber optic cable from LS208 located in the south ROW of I-80, approximately 400' east of the NE 80th Street overpass, to the IDOT meet point located on the SW corner of I-80 and NE Hubbell Avenue in Altoona, Iowa. Construct two separate spur fiber paths in 2" HDPE, each containing an armored 24 strand, single mode fiber optic cable from the I-80 south ROW to the access handholes on the north and south sides of the Lightedge facility located at 1435 Northridge Circle NE, in Altoona, IA.

1.2 Schedule and Submission of Bid Proposal.

1.2.1 Vendor Conference. No Vendor Conference.

1.2.2 Site Visits: Vendors are responsible to independently schedule any desired Site Visit the IDOT Regional Construction Engineer Office, Jeff Cunningham at telephone 800-251-2702.

1.2.3 Questions and Answers. Vendors are invited to submit written questions and requests for interpretation/consideration/acceptance concerning this ITB on or **before 4:00 p.m. central time March 20, 2013**. Vendors with questions concerning this ITB may submit their questions in writing by mail or hand delivery to Sheri Stephens, at the address below, facsimile at (515) 725-4774 or electronic mail at sheri.stephens@iowa.gov. Oral questions will not be accepted, and verbal communications shall not override written communications. Only written communications are binding on ICN. ICN will prepare a written response to all pertinent questions submitted by Vendors. These questions and responses will be transmitted via fax or e-mail **no later than March 22, 2013** to all Vendors to whom the ITB has been sent.

1.2.4 Changes and Amendments. The ICN reserves the right to amend the ITB at any time. If the ICN amends the ITB, the ICN will post the amendment on its web site. It is suggested that all Vendors check the ICN web page periodically, for updates, Amendments, etc. Vendors' bid proposals must include acknowledgment of all amendments issued by ICN. If the ICN amends the ITB after the closing date of receipt of proposals, the ICN may, in its sole discretion, allow Vendors to amend their bid proposals in response to the ICN's amendment.

1.2.5 Receipt of Bid Proposals. Sealed bid proposals must be received at ICN's office no later than **3:00 p.m. central time Monday April 1, 2013.** This requirement is a mandatory requirement and is not a minor deficiency subject to waiver by the ICN. No bid proposals will be accepted after the date and time specified. A late bid proposal shall be returned unopened to the Vendor. **The bid proposals must be mailed (with mailing in sufficient time to arrive on or before this deadline requirement) or be delivered as follows (**If bid proposals are delivered by mail service, express courier, delivery service or company, or in person, it shall be the sole responsibility of the Vendor submitting the proposal to insure that such delivery takes place prior to the aforementioned deadline. There shall be no waiving of the deadline due to mis-deliveries on the part of the Vendor, Vendor's delivery staff or Vendor's choice of delivery service(s). Deliveries made directly to ICN must be placed with the ICN Contracting Section or with an ICN staff person able to accept such delivery.):

Mailing and Delivery Address: Sheri Stephens
Iowa Communications Network
Grimes State Office Building
400 East 14th Street
Des Moines, IA 50319

If bid proposals are delivered by mail service, express courier, delivery service or company, or in person, it shall be the sole responsibility of the Vendor submitting the proposal to insure that such delivery takes place prior to the aforementioned deadline. There shall be no waiving of the deadline due to mis-deliveries on the part of the Vendor, Vendor's delivery staff or Vendor's choice of delivery service(s). Deliveries made directly to ICN must be placed with the ICN Contracting Section or with an ICN staff person able to accept such delivery.

1.2.6 Bid Proposal Opening. Bid Proposals will be opened at **3:00 p.m. central time on April 1, 2013**. The bid proposals and the evaluation documents created by the ICN will remain confidential subject to Iowa Code Section 72.3 until the evaluation committee has evaluated all of the bid proposals submitted in response to this ITB and the selection process is complete. The bid proposals submitted and the evaluation documents created by the ICN will be available for inspection subject to the exceptions described in Iowa Code Chapter 22 or other applicable law after the selection process is complete.

1.2.6.1 Vendors must furnish all information necessary to evaluate the bid proposal**. Bid proposals that fail to meet the mandatory requirements of the ITB or that fail to provide all of the information requested may be disqualified.** Verbal information provided by the Vendor shall not be considered part of the Vendor's proposal.

1.2.6.2 All bid proposals shall be firm for a period of ninety (90) days to allow the evaluation committee to fully evaluate all proposals and make an award deemed to be in the best interest of ICN and the State of Iowa. The ICN reserves the right to issue an award either prior to, or beyond, the 90 days after proposal deadline if it is in the best interests of ICN, in ICN's sole opinion, to do so. If the award is not issued within 90 days, Vendors having submitted a proposal will be given the opportunity to confirm that the price and other factors in the proposal are still valid.

1.2.6.3 By submitting a bid proposal the Vendor agrees to the terms and conditions contained within this ITB.

1.3 Proposal Format.

1.3.1 Bid proposals shall be printed on 8.5" x 11" paper. **One original and one (1) copy** must accompany each submission. In **addition one copy shall be provided on CD** using Microsoft Word software. The original bid proposal must be in a package CLEARLY MARKED **ITB 13-018** on the outer envelope or wrapping. This is necessary to insure that the response package is handled properly for verification against the ITB deadline. Lack of notation of the ITB number may affect the receipt timing and affect the evaluation process. Vendor should consider this item as a critical factor when submitting a response. If the Vendor has identified portions of its proposal as confidential in accordance with section 1.10, the Vendor must submit one copy of the bid proposal with the confidential material removed as required by section 1.10.4.

1.3.2 To achieve a uniform review process and the maximum degree of comparability, proposals shall be organized in the following manner:

1.3.2.1 Completed Proposal Compliance Form (**Attachment 2**). If an exception is made by the Vendor, the Vendor must explain the exception and must describe the Vendor's proposed method for dealing with the exception. Exceptions that materially change the terms of the requirements of the ITB may result in disqualification of the Vendor's bid proposal.

1.3.2.2 Completed Authorization to Release Information Form (**Attachment 3**). The Vendor must sign the Authorization to Release Information form included with this ITB as an attachment. Failure to sign this Authorization will result in the bid proposal being rejected outright.

1.3.2.3 Technical Specifications. The Vendor must provide a positive statement of compliance to each mandatory requirement to have its bid proposal considered. Proposals must identify any deviations from the requirements of this ITB or requirements that the Vendor cannot satisfy. Any deviations from the requirements of the ITB or requirements the Vendor cannot satisfy may result in disqualification of the Vendor's proposal.

1.4 Clarification of Proposals and Obtaining Information. ICN reserves the right to contact a Vendor after submission of bid proposals for the purpose of clarifying a bid proposal to ensure mutual understanding. This Contact may include written questions, interviews, site visits, a review of past performance if the Vendor has provided goods or services to the ICN, or any other political subdivision wherever located or requests for corrective pages in the Vendor's bid proposal. This information may be used to evaluate the Vendor's bid proposal. However, the information received from the Vendor shall not be considered in the evaluation of a Vendor's bid proposal if the information materially alters the content of the bid proposal. ICN reserves the right to obtain information concerning any Vendor or any proposal from any source and to consider such information in evaluating the Vendor's bid proposal.

1.4.1 Authorization to Release Information. The Vendor must sign the Authorization to Release Information Form included with this ITB as an attachment. Failure to sign this Authorization may result in the Bid Proposal being rejected outright.

1.5 Waiver of Deficiencies. ICN reserves the right to waive minor deficiencies in a bid proposal if, in the judgment of ICN, ICN's best interest will be served. The decision as to whether a deficiency will be waived or will require the rejection of a bid proposal will be solely within the discretion of ICN. There is no guarantee or assurance that any deficiency will be deemed minor and that a deficiency will be waived. Each Vendor is specifically notified that failure to comply with or respond to any part of this ITB requiring a response may result in rejection of the bid proposal as not responsive.

1.6 Cost of Bid Proposal. ICN is not responsible for any costs incurred by a Vendor, which are related to the preparation or delivery of the bid proposal, or any other activities carried out by the Vendor as it relates to this ITB. The costs of preparation and delivery of the bid proposal are solely the responsibility of the Vendor.

1.7 Bid Proposal Obligations. The contents of the ITB and the bid proposal and any clarification thereto submitted by the successful Vendor shall become part of the contractual obligation and incorporated by reference into the ensuing Contract.

1.8 Bid Proposals Property of ICN. All bid proposals become the property of the ICN and the State of Iowa and shall not be returned to the Vendor unless all bid proposals are rejected. At the conclusion of the selection process, the contents of all bid proposals will be placed in the public domain and be opened to inspection by interested parties subject to the exceptions provided in Iowa Code Chapter 22 or other applicable law.

1.9 Rejection and Disqualification of Bid Proposals.

1.9.1 ICN reserves the right to reject any and all bid proposals, in whole and in part, received in response to this RFP at any time prior to the execution of a written Contract. Issuance of this ITB in no way constitutes a commitment by ICN to award the Contract. This ITB is designed to provide Vendors with the information necessary for the preparation of competitive bid proposals. This ITB process is for ICN's benefit and is intended to provide ICN with competitive information to assist in the selection of goods and services.

1.9.2 In the event all bid proposals are rejected, Vendors will be asked to send prepaid shipping instruments to the ICN for return of the bid proposals submitted. In the event no shipping instruments are received by the ICN, the bid proposals will be destroyed by the ICN. Additionally, the evaluation documents created by the ICN will be destroyed in the event all bid proposals are rejected. Otherwise, at the conclusion of the selection process, the contents of all bid proposals will be placed in the public domain and be opened to inspection by interested parties subject to the exceptions provided in Iowa Code Chapter 22 or other applicable law.

1.9.3 The ICN may reject a bid proposal outright and not evaluate the proposal for any one (1) of the following reasons:

1.9.3.1 Vendor fails to deliver the bid proposal by the due date and time.

1.9.3.2 Vendor fails to include the Bid Proposal Compliance Form signed by an officer of the Vendor submitting the bid proposal (Attachment 2).

1.9.3.3 Vendor fails to include the Authorization to Release Information Form (Attachment 3).

1.9.3.4 Vendor's response materially changes a technical requirement.

1.9.3.5 Vendor's response limits the rights of the ICN.

1.9.3.6 Vendor fails to respond to the ICN's request for information, documents, or references.

1.9.3.7 Vendor presents the information requested by this ITB in a format inconsistent with the instructions of the ITB.

1.9.3.8 Vendor initiates unauthorized contact regarding the ITB with state employees.

1.9.3.9 The Vendor's exceptions to the contract terms and conditions described in the Contractual Terms Generally Section and Attachment 1 materially change the terms and conditions of that section or the requirements of this ITB.

1.9.3.10 The Vendor provides misleading or inaccurate responses.

1.9.3.11 The Vendor's proposal is materially unbalanced.

1.9.3.12 The Vendor states that a service requirement cannot be met.

1.10 Public Records and Requests for Confidentiality.

1.10.1 The release of information by ICN to the public is subject to Iowa Code Chapter 22 and other applicable provisions of law relating to the release of records in the possession of a State agency. Vendors are encouraged to familiarize themselves with these provisions prior to submitting a bid proposal. All information submitted by a Vendor may be treated as public information by ICN unless the Vendor properly requests that information be treated as confidential at the time of submitting the bid proposal**. In the event the Vendor marks each page of its bid proposal as proprietary or confidential without adhering to the requirements of this Section, the ICN may reject the bid proposal as noncompliant**.

1.10.2 Any requests for confidential treatment of information must be included in a cover letter with the Vendor's bid proposal and must enumerate the specific grounds in Iowa Code Chapter 22 or other legal reasons which support treatment of the material as confidential and must indicate why disclosure is not in the best interests of the public. The request must also include the name, address and telephone number of the person authorized by the Vendor to respond to any inquiries by ICN concerning the confidential status of the materials.

1.10.3 Any documents submitted which contain confidential information must be marked on the outside as containing confidential information, and each page upon which confidential information appears must be marked as containing confidential information. The confidential information must be clearly identifiable to the reader wherever it appears. All copies of the proposal submitted, as well as the original proposal, must be marked in this manner. **Failure to properly mark information as confidential shall relieve the ICN from any responsibility if the information is viewed by the public, a competitor, or is any way accidentally released.**

1.10.4 In addition to marking the material as confidential material where it appears, the Vendor must submit one copy of the bid proposal from which the confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the document as possible. These pages must be submitted with the cover letter and will be made available for public inspection.

1.10.5 The Vendor's failure to request in the bid proposal confidential treatment of material pursuant to this Section and the relevant laws and administrative rules will be deemed by ICN as a waiver of any right to confidentiality which the Vendor may have had.

1.11 Restrictions on Gifts and Activities. Iowa Code Chapter 68B contains laws which restrict gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Vendors are responsible for determining the applicability of this Chapter to their activities and for complying with these requirements. In addition, Iowa Code Chapter 722.1 provides that it is a felony offense to bribe a public official.

1.12 Restriction on Communication. From the issue date of this ITB until the ICN issues the Notice of Intent to award, Vendors may only contact ICN's Contracting Officer with questions or other communications relating to this ITB. If a Vendor or someone acting on the Vendor's behalf attempts to discuss this ITB orally or in writing with any Commission member or any employee of the ICN other than the Contracting Officer, except as otherwise permitted by this ITB, the Vendor may be disqualified. No questions shall be asked of State of Iowa employees regarding this ITB, without prior notification and approval by the Contracting Officer, except as otherwise specifically permitted by this ITB.

1.12.1 The ICN assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing by the ICN and incorporated into this ITB.

1.13 Copyrights. By submitting a bid proposal the Vendor agrees that ICN may copy the bid proposal for purposes of facilitating the evaluation or to respond to requests for public records. The Vendor consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third party. ICN will have the right to use ideas or adaptations of ideas which are presented in the bid proposals. In the event the Vendor copyrights the proposal, the ICN may reject the proposal as noncompliant.

1.14 Nonmaterial and Material Variances. The ICN reserves the right to waive or permit cure of nonmaterial variances in the bid proposal if, in the judgment of the ICN, it is in the ICN's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other Vendors; that do not change the meaning or scope of the ITB; or that do not reflect a material change in the services. In the event the ICN waives or permits cure of nonmaterial variances, such waiver or cure will not modify the ITB requirements or excuse the Vendor from full compliance with ITB specifications or other contract requirements if the Vendor is awarded the contract. The determination of materiality is in the sole discretion of the ICN.

1.15 Release of Claims. With the submission of a bid proposal, Vendor agrees that it will not bring any claim or have any cause of action against ICN or the State of Iowa based on any misunderstanding concerning the information provided herein or concerning ICN's failure, negligent or otherwise to provide the Vendor with pertinent information as intended by this ITB.

1.16 Construction of ITB with Laws and Rules. This ITB is to be construed in light of pertinent legal requirements including Iowa Code Chapter 8D and Iowa Administrative Code Chapter 751. Changes in applicable laws and rules may affect the award process or the resulting Contract. Vendors are responsible for ascertaining pertinent legal requirements and restrictions. Vendors are encouraged to visit a web site containing references to the Iowa Code and the Iowa Administrative Code for information. A suggested address is http://www.legis.state.ia.us or http://www.icn.state.ia.us.

1.17 ITB Copy. A soft copy or hard (printed) copy of the ITB will be available by request to sheri.stephens@iowa.gov.

1.18 Downloading ITB from the ICN Internet Website. All Amendments and responses to Vendor questions will be posted on ICN's website at http://www.icn.state.ia.us/. Vendors are advised to check the ICN's website periodically for amendments to this ITB, because Vendors will not automatically receive Amendments.

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

1.20 Award Notice and Acceptance Period. The ICN will send the Notice of Intent to Award the Contract to all Vendors submitting a timely bid proposal. Negotiation and acceptance of the Contract shall be completed with the successful Vendor(s) no later than sixty (60) days after Notice of Intent issuance date if there are no appeals filed. **If the apparent successful Vendor fails to negotiate and deliver the executed Contract by that date, the ICN may, in its sole discretion, cancel the award and award the Contract to the next highest ranked Vendor.** The ICN reserves the right to continue negotiations after sixty days if, in ICN's sole discretion, ICN deems it to be in the best interests of ICN to do so.

1.21 No Minimum Guaranteed. The ICN anticipates that the selected Vendor will provide services as requested by the ICN. The ICN will not guarantee any minimum compensation will be paid to the Vendor or any minimum usage of the Vendor's services.

CHAPTER 2

CONTRACTUAL TERMS

2.1 Contractual Terms Generally.

2.1.1 The Contract the ICN expects to award as a result of this Invitation to Bid will be based upon the Bid Proposal submitted by the successful Vendor (Vendor awarded the Contract) and this solicitation. The Contract between the ICN and the Vendor shall be a combination of the specifications, terms and conditions of the Request for Proposal, including the terms contained in the Contract Terms and Conditions Sample Agreement identified as Attachment 1, the offer of the Vendor contained in its Bid Proposal, written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by the ICN.

2.1.2 The Contract terms contained in Attachment 1 are not intended to be a complete listing of all Contract terms but are provided only to enable Vendors to better evaluate the costs associated with the ITB and the potential resulting Contract. Vendors should plan on such terms being included in any Contract awarded as a result of this ITB. All costs associated with complying with these requirements should be included in any pricing quoted by the Vendor.

2.1.3 By submitting a Bid Proposal, each Vendor acknowledges its acceptance of these specifications, terms and conditions without change except as otherwise expressly stated in the appropriate section of the Bid Proposal Compliance Form (Attachment 2). If a Vendor takes exception to a provision, it must state the reason for the exception and set forth in Attachment 2 of its Bid Proposal the specific Contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the ITB may be deemed non-responsive by the ICN, in its sole discretion, resulting in possible disqualification of the Bid Proposal. The ICN reserves the right to either award a Contract without further negotiation with the successful Vendor or to negotiate Contract terms with the selected Vendor if the best interests of the ICN would be served.

2.2 Additional Cost Items Not In Contract. ICN is unaware of any additional Contract terms that would add cost. Notwithstanding, should any Contract items arise that would cost additional monies; those costs shall be borne by the Vendor.

CHAPTER 3

TECHNICAL SPECIFICATIONS

3.1 Scope of Work. ICN will be accepting Bid Proposals for a Vendor to construct a continuous fiber path in 2" HDPE containing an armored 48 strand, single mode fiber optic cable from LS208 located in the south ROW of I-80, approximately 400' east of the NE 80th Street overpass, to the IDOT meet point located on the SW corner of I-80 and NE Hubbell Avenue in Altoona, Iowa. Construct two separate spur fiber paths in 2" HDPE, each containing an armored 24 strand, single mode fiber optic cable from the I-80 south ROW to the access handholes on the north and south sides of the Lightedge facility located at 1435 Northridge Circle NE, in Altoona, IA.

3.1.1 Vendors providing Bid Proposals to construct and install a new fiber facility shall complete the requirements detailed in Section 3.2.

3.2 Requirements. The purpose of this Section is to identify the project requirements and Vendor responsibilities.

3.2.1 CONTRACTOR RESPONSIBILITIES.

- Contact Iowa One-Call (1-800-292-8989) to request the location of any underground utilities forty-eight (48) hours before excavation.
    - Before beginning work in the highway right-of-way, the Contractor shall also contact any other known utility located in the area of the proposed work.
    - Locate all private utilities on Lightedge property.
    - Locate all private utilities located in the city of Altoona ROW and Utility Easement.
- Secure all necessary local (city, county, etc.) permits. Permit fees are an authorized extra above the quoted bid price.
- Give IDOT forty-eight hours' notice of contractor's intention to start construction or to perform routine maintenance on the highway right-of-way. Said notice shall be made to the contact person whose name is shown on the IDOT Permit provided by the ICN.
- IDOT shall give at least forty-eight hours' notice of any proposed construction or maintenance work, on either existing or newly acquired right-of-way when the proposed work will be ten feet of a utility location as previously approved by the Department by permit or written agreement. The Contractor shall be responsible within this time frame to arrange to protect its facilities.
- A copy of the approved IDOT permit (ICN has secured permit) shall be available on the job site at all times for examination by Department officials. (IDOT permit has been received by ICN)
- Ensure that personnel working in the ROW are equipped with and use proper safety equipment and attire.
    - After November 24, 2008, all personnel in the highway right-of-way shall wear ANSI 107 Class 2 apparel at all times when exposed to traffic or construction equipment.
- Provide and display proper signage throughout the project.
    - All traffic control including sign placement and flagging are the responsibility of the Contractor. The original placement of signs and their removal upon completion of the work shall be accomplished by the Contractor.
    - Operations in the construction and maintenance of said utility installation shall be carried on in such a manner as to cause minimum interference to or distraction of traffic on said highway.
- Provide all labor and supervision for the project.
- Restore all damage to Lightedge's property, right of way, ICN property, and any other property damaged in the course of the work.
    - Areas shall be restored to original or better condition. Lawns shall be sodded with like grass. Contractor is responsible for watering the sod until it has knitted to the ground beneath.

3.2.2 TASKS

Task 1. Construct a continuous fiber path in 2" HDPE containing an armored 48 strand, single mode fiber optic cable from LS208 located in the south ROW of I-80, approximately 400' east of the NE 80th Street overpass, to the IDOT meet point located on the SW corner of I-80 and NE Hubbell Avenue in Altoona, Iowa.

NOTE:

- All HDPE ducts spliced to be continuous between handholes and contain a pull tape/rope.

- Duct entries and exits of handholes will be sealed with duct plug or equivalent.
- Minimum duct depth is 42”. Every attempt shall be made to maintain a constant depth.
- Generally, unless otherwise shown on the permit drawing, duct shall be placed within 5’ of the ROW.

Task 2. Construct two separate spur fiber paths in 2” HDPE, each containing an armored 24 strand, single mode fiber optic cable from the I-80 south ROW to the access handholes on the north and south sides of the Lightedge facility located at #### Northridge Circle NE, in Altoona, IA.

1. Spur 1, heads south from the I-80 ROW along the east side of the Altoona Utility Easement to the Northridge Circle NE ROW, then east and south along the City ROW to the Lightedge property line, then south and west to the Access Handhole and duct on the south side of the Lightedge facility and finally into Lightedge.

2. Spur 2, heads south from the I-80 ROW along the west side of the Altoona Utility Easement to the Northridge Circle NE ROW, then west in the Northridge Circle NE ROW to a point perpendicular to the Access Handhole and duct on the north side of the Lightedge, then under Northridge Circle NE to the North Access Handhole and duct and finally into Lightedge.

Task 3. Install 12 each, ICN provided 36” X 24” X 30” hand holes at the following locations:

1. At IDOT station 1460+75, Camera splice west of NE 80th Street. Install Locate Pedestal
2. At IDOT station 1444+85, Assist Handhole in the I-80South ROW
3. At IDOT station 1430+75, Eastern edge of the Altoona Utility Easement. Install Locate Pedestal.
4. At IIDOT station 1430+45, Western edge of the Altoona Utility Easement. Install Locate Pedestal
5. At IDOT station 1416+80Assist Handhole in the I-80 South ROW
6. At IIDOT station 1398+50, Camera Splice on the west side of 1st Avenue North and south of the I-80 eastbound off ramp adjacent to the south ROW of the eastbound off ramp. Install Locate Pedestal
7. At IDOT station 1373+63 Assist Handhole in the I-80 south ROW
8. At IDOT station 1354+75 Assist Handhole in the I-80 south ROW
9. At IDOT station 1333+00 Assist Handhole in the I-80 south ROW
10. At IDOT station 1321+81 Assist Handhole in the I-80 south ROW.
11. At IDOT station 1311+37 Assist Handhole on the east side of NE Hubbell Avenue south of the I-80 westbound on ramp adjacent to the south ROW of the westbound on ramp
12. At IDOT station 1309+69 Camera Splice on the west side of NE Hubbell Avenue south of the I-80 eastbound off ramp adjacent to the south ROW of the eastbound off ramp. Install Locate Pedestal

NOTE:

- All hand holes will be surface mounted.
- Install screen wire and 12 inches of rock below each new hand hole.
- Do not place rock inside hand hole.
- Immediately upon installation, seal the ends of all ducts with duct seal or expansion foam to prevent siltation or filling with moisture.

Task 4. Fiber installation

Install ICN provided 1,900’, 48 strand SM fiber from LS208 located in the south ROW of I-80, approximately 400’ east of the NE 80th Street overpass, to the IDOT meet point located on the SW corner of I-80 and NE Hubbell Avenue in Altoona, Iowa.

Install ICN provided 3,000' 24 strand SM fiber in two separate fiber paths each in 2" HDPE and containing an armored 24 strand, single mode fiber optic cable from the I-80 south ROW to the access handholes on the north and south sides of the Lightedge facility located at #### Northridge Circle NE, in Altoona, IA.

1. Spur 1, heads south from the I-80 ROW along the east side of the Altoona Utility Easement to the Northridge Circle NE ROW, then east and south along the City ROW to the Lightedge property line, then south and west to the Access Handhole and duct on the south side of the Lightedge facility and finally into Lightedge.

2. Spur 2, heads south from the I-80 ROW along the west side of the Altoona Utility Easement to the Northridge Circle NE ROW, then west in the Northridge Circle NE ROW to a point perpendicular to the Access Handhole and duct on the north side of the Lightedge, then under Northridge Circle NE to the North Access Handhole and duct and finally into Lightedge.

NOTE:

- Leave 75' tails of each fiber in all Maintenance Splice hand holes.
- Leave 150' coils of fiber in all Link Splice (LS) and Camera Splice (CS) hand holes.
- For each spur connection, leave a 50' fiber tail at the FDPinside the fiber room of Lightedge Facility.

Task 5. Fiber Splicing

All splicing will be performed in ICN Provided Tyco 450D or equivalent splice enclosures

1. At LS208 – Splice two fibers per provided splice drawing
2. At the Link Splice located at 1430+75 Splice all 24 fibers of the eastern spur to fibers 1-24 of the eastbound 48 strand fiber (24 total splices)
3. At the Link Splice located at 1430+75 Splice all 24 fibers of the western spur to fibers 1-24 of the westbound 48 strand fiber (24 total splices)
4. At Lightedge – Terminate all 24 fibers of each spur fiber (48 total splices)
5. At IDOT meet point – IDOT will be responsible to perform a maintenance splice from IDOT fiber to ICN fiber

3.3 ICN Responsibilities:

- Project Management
- ICN has secured IDOT permits to install fiber in I-80 ROW
- Provide the following materials:
  - One continuous 29,000 foot reel of armored48 strand SM fiber
  - One continuous 3,000 foot reel of armored 24 strand SM fiber
  - 12 each, 36" X 24" X 30" hand holes
  - Two Tyco 450D or equivalent splice enclosures
  - CCH-04 FDP with hardware
  - Five Locate Pedestals
  - Five Ground Rods with Clamps

3.4 Project Timeline

Work Start Date: April 8, 2013

Completion Date: Not later than June 30th, 2013

3.5 Cost: Total Cost for the Project $ _____

CHAPTER 4

EVALUATION CRITERIA

4.1 Award Process.

4.1.1 An evaluation committee assigned by personnel within the ICN will review the Bid Proposals. The evaluation committee will consider all information provided when making its recommendation and may consider relevant information from other sources. By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

4.1.2 The evaluation committee will make recommendations to the Executive Director of the ICN indicating the committee's choice. The Executive Director will select the Vendor to receive the award. The Executive Director is not bound by the committee's recommendations. All Vendors submitting bid proposals will receive a copy of the Notice of Intent to award the Contract.

4.1.3 All applicable contracting requirements imposed by this ITB and Iowa law shall be met by the Vendor. The successful Vendor must, in a timely manner, enter into a Contract with the ICN to implement the service contemplated by this ITB. Failure of a successful Vendor to agree to the terms of a Contract within a timely manner may be grounds for the ICN to award to the next compliant Vendor.

4.2 Evaluation Criteria.

4.2.1 A bid proposal will not be evaluated if all of the Mandatory Requirements are not met and/or fulfilled.

4.2.2 The ICN shall award the Contract to the Vendor offering the lowest cost to the ICN, and that meets the requirements of this ITB.

ATTACHMENT 1
CONTRACTUAL TERMS AND CONDITIONS

ITB XX-XXX

Sample Agreement

SECTION 1. IDENTITY OF THE PARTIES.

1.1 The Iowa Communications Network (ICN) is authorized by the Iowa Code Chapter 8D to operate a communications network in the State of Iowa. The ICN's address is Grimes State Office Building, 400 East 14th Street, Des Moines, IA 50319.

1.2 Vendor is a corporation qualified to provide (list the service) and is authorized to conduct business in the State of Iowa. Vendor address is (awarded vendor will be listed).

SECTION 2. PURPOSE. The parties have entered into this Agreement for the purpose of XXXXXXXXXXXXXXXXXXXXXXXXXXXX. ICN is entering into this Agreement pursuant to Iowa Code Chapter 8D.

SECTION 3. TERM. This Agreement is effective XXX XX, 20XX, and will continue for a period of XXXXXX.

SECTION 4. DOCUMENTS INCORPORATED BY REFERENCE.

4.1 Incorporation of Bid Proposal Documents. The Invitation for Bid Proposal ITB XX-XXX and the Vendor's bid proposal in response to this ITB, together with any clarifications, attachments, appendices, amendments or other writings of the ICN or the Vendor (collectively bid proposal) are incorporated into this Agreement by this reference as if fully set forth in this Agreement.

4.2 Contractual Obligations of Vendor. The terms and conditions of the bid proposal and of the ITB are made contractual obligations of the Vendor.

4.3 Contents of Agreement. The parties acknowledge that this Agreement consists of this document as well as the ITB and the bid proposal and that the parties are obligated to perform as set forth in the ITB and the bid proposal to the same extent that they are obligated to perform the specific duties set forth in this document.

4.3.1 Order of Preference. In the case of any inconsistency or conflict between the specific provisions of this document, the ITB or the bid proposal, any inconsistency or conflict shall be resolved as follows:

4.3.2 First by giving preference to the specific provisions of this Agreement.

4.3.3 Second, by giving preference to the specific provisions of the ITB.

4.3.4 Third, by giving preference to the specific provisions of the bid proposal.

4.4 Intent of References to Bid Documents. The references to the parties' obligations, which are contained in this document, are intended to change, supplement or clarify the obligations as stated in the ITB and the bid proposal. The failure of the parties to make reference to the terms of the ITB or bid proposal in this document shall not be construed as creating a conflict and will not relieve the Vendor of the contractual obligations imposed by the terms of the ITB and the bid proposal. Terms offered in the bid proposal, which exceed the requirements of the ITB, shall not be construed as creating an inconsistency or conflict with the ITB or this document. The contractual obligations of the ICN cannot be implied from the bid proposal.

SECTION 5. DEFINITIONS. The following words shall have the meanings set forth below. Words in the singular shall be held to include the plural and vice versa, and words of gender shall be held to include the other gender as the context requires. For the purposes of this Contract, the following terms and all other terms defined in this Contract shall have the meanings so defined unless the context clearly indicates otherwise.

5.1 "State" shall mean the State of Iowa and all of its departments, agencies, boards, and commissions, including the ICN.

5.2 "ICN" shall mean the Iowa Telecommunications and Technology Commission operating the Iowa Communications Network.

5.3 "Vendor" shall mean [Vendor will be listed].

5.4 "Agreement" or "Contract" shall mean this document and any amendments to this document or any other documents incorporated by reference.

SECTION 6. SCOPE OF WORK.

6.1 Scope of Services.

6.1.1. The services to be performed pursuant to and as a result of this Agreement by the Vendor are described on Schedule A attached hereto and made a part hereof by this reference.

6.1.2 The Vendor shall prepare and deliver specifications to the ICN which will detail the design, technical and functional capabilities, look and feel, and other attributes related to the project, all as more fully described in Schedule A.

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

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

6.4 Non-Exclusive Rights. This Agreement is not exclusive. The ICN reserves the right to select other Vendors to provide services similar or identical to the Scope of Services described in this Agreement during the term of this Agreement.

SECTION 7. COMPENSATION.

7.1 Payment Terms. The Vendor shall identify services rendered and submit itemized invoices for amounts owed on a monthly basis. ICN shall pay all approved invoices in arrears and in conformance with Iowa Code. ICN may pay invoices in less than 60 days as provided in Iowa Code; however, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code. Any sums owed to ICN by the Vendor shall be itemized and deducted from the Vendor's invoice prior to submission. Notwithstanding anything herein to the contrary, ICN shall have the right to dispute any invoice submitted for payment and withhold payment of any disputed amount if ICN believes the invoice is inaccurate or incorrect in any way. Invoices shall be submitted to ICN Finance – Accounts Payable, Grimes State Office Building, 400 East 14th Street, Des Moines, IA 50319.

7.1.1 Retainer.

7.1.1.1 Payment tied to Performance. The ICN shall withhold 100% of the fee specified in Section 7.4 of the Agreement until the ICN has provided Final Acceptance of the project described in Schedule A and as-built drawings are received and approved by the ICN. Upon Final Acceptance, the Vendor shall submit an invoice to the ICN requesting payment of the remaining 100% of the fee specified in Schedule A. The invoice shall contain appropriate documentation as necessary to support the fee included on the invoice and shall comply with all applicable rules concerning payment of such fees.

7.1.1.2 Monitoring. The ICN shall monitor the Vendor's compliance with the deadlines established in Schedule A.

7.1.1.3 Review. Once the ICN has received notice of completion of the project as described in Schedule A, the ICN shall review the Vendor's performance history under the Agreement and shall pay the Vendor the 100% retainer upon Final Approval of the project and receipt of the as-built drawings.

7.2 Pricing. The pricing matrix is described in Schedule A. The parties agree that the pricing may be revised, replaced, amended or deleted at any time during the term of this Agreement upon the mutual written consent of the parties.

7.3 Performance Standards. (Appropriate language will be included in the contract. The Accountable Government Act, enacted in the Iowa 2001 Legislative session, imposes responsibilities on state agencies when contracting for services. The Accountable Government Act and the rules implementing it require contracts to include clauses in three interrelated categories (1) a payment clause that ties the amount or basis for paying for the services to performance, (2) a monitoring clause for overseeing the service provider's compliance, and (3) a review clause to review performance.)

7.4 Reimbursable Expenses. There shall be no reimbursable expenses associated with this Agreement separate from the compensation referred to in this section. Vendor shall be solely responsible for all costs and expenses, including, but not limited to, travel, mileage, meals, lodging, equipment, supplies, personnel, training, salaries, benefits, insurance, conferences, long distance telephone, and all other costs and expenses of Vendor.

7.5 Set Off. In the event that Vendor owes ICN or the State of Iowa any sum under the terms of this Contract, any other Contract, pursuant to any judgment, or pursuant to any law; ICN may set off the sum owed to ICN or the State against any sum billed to ICN by the Vendor in ICN's sole discretion unless otherwise required by law. The Vendor agrees that this provision constitutes proper and timely notice under the law of setoff.

7.6 Delay of Payment Due To Vendor's Failure. If the ICN in good faith determines that the Vendor has failed to perform or deliver any service or product as required by this Contract, the Vendor shall not be entitled to any compensation under this Contract until such service or product is completed or delivered. In the event of partial performance, the ICN may withhold that portion of the Vendor's compensation, which represents payment for the unsatisfactory services.

7.7 The Vendor shall audit the invoices presented to the ICN to ensure that they are proper, current and correct. The Vendor has 30 days from the date of invoice to present and resolve any discrepancies with the ICN. The Vendor shall notify the ICN of any and all discrepancies athat the audit(s) reveals.

SECTION 8. INSURANCE.

8.1 Coverage Requirements. The Vendor, and any subcontractors performing the services required under this Agreement, shall maintain in full force and effect, with insurance companies of recognized responsibility, at its own expense, insurance covering its work during the entire term of this Agreement and any extensions or renewals thereof. The insurance shall be of the type and in the amounts as reasonably required by the ICN. The Vendor's insurance shall, among other things, insure against any loss or damage resulting from or related to the Vendor's performance of this Agreement. All such insurance policies should remain in full force and effect for the entire life of this Agreement and shall not be canceled or changed except with the advance written approval of the ICN.

8.2 Types of Coverage. Unless otherwise requested by the ICN, Vendor shall, at its sole cost, cause to be issued and maintained during the entire term of this Agreement (and any extensions or renewals thereof) the insurance coverages set forth below, each naming the State of Iowa and the ICN additional insureds or loss payees, as applicable:

Type	*Amount*
Workers Compensation and Employer Liability	As Required By Iowa Law
General Liability (including contractual liability) written on an occurrence basis	
GENERAL AGGREGATE	$3 million
PRODUCT LIABILITY	$1 million
PERSONAL INJURY	$1 million
COMPREHENSIVE AGGREGATE	$1 million
EACH OCCURRENCE	$1 million
Automobile Liability, including any auto, hired autos and non owned autos COMBINED SINGLE LIMIT	$1 million

8.3 Coverage for State Property on Vendor Premises. The policies shall provide coverage for damages to the State's property, which occurs on the Vendor's premises or premises under the control of the Vendor or Vendor's subcontractors.

8.4 Claims Made Coverage. All insurance policies required by this Agreement must provide coverage 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.

8.5 Notice Regarding Cancellation. Certificates of insurance, which provide that the ICN will be notified at least thirty (30) days prior to cancellation of the coverage required by this Agreement must be provided by the Vendor and any subcontractors to the ICN at the time of execution of the Agreement or at a time mutually agreeable to the parties.

8.6 No Limitation of Liability. The receipt of insured certificates by the ICN does not constitute approval of the coverage contained in the certificates, and the Vendor remains responsible for determining that its insurance coverage meets each and every requirement of this Agreement. Acceptance of the insurance certificates by the ICN shall not act to relieve the Vendor of any obligation under this Agreement. Only companies authorized to transact business in the State of Iowa shall issue the insurance policies and certificates required by this Section. It shall be the responsibility of the Vendor to keep the respective insurance policies and coverages current and in force during the life of this Agreement.

8.7 Warranty. The Vendor warrants that it has examined its insurance coverage to determine that the State of Iowa and the ICN can be named as additional insured without creating an adverse effect on the Vendor's coverage.

8.8 Waiver of Subrogation Rights. The Vendor shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against State of Iowa and the ICN. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the ICN.

SECTION 9. CONFIDENTIAL INFORMATION.

9.1 During the course of this Agreement each party may disclose, to the other either directly or indirectly, certain data which is proprietary which shall be referred to as "Confidential Information" of the disclosing party and which must remain confidential. Confidential Information may include without limitation, among other things, such items as security information, user information, data, knowledge, trade secrets and other proprietary information, methodologies, developments, software, software documentation, inventions, processes, and other nonpublic information in oral, graphic, written, electronic or machine readable form.

9.2 The parties acknowledge that information and material in the hands of the ICN is generally public information unless it is specifically allowed by law to be maintained as Confidential Information.

9.3 The parties acknowledge that some information in the hands of the ICN is strictly confidential and is not subject to release as a matter of law. The Vendor shall abide by all such statutory provisions when handling sensitive ICN information identified as confidential.

9.4 All written or electronic Confidential Information shall be clearly marked as Confidential Information by the party providing the Confidential Information at the time of disclosure to the other party.

9.5 If the Confidential Information is disclosed orally, and reduced to writing, the receiving party must treat the information as Confidential Information.

9.6 The Vendor shall limit such identification to information it reasonably believes it is entitled to confidential treatment pursuant to Iowa Code Chapter 22 or other applicable law.

9.7 In the event a public records request is made to the ICN pursuant to Iowa Code Chapter 22, regarding the Confidential Information of the Vendor, the ICN shall immediately notify the Vendor of the request by telephone and fax. The ICN will respond to the request for information within 15 days thereafter with a release of the information unless the Vendor has obtained an injunction preventing release of the requested information.

9.8 The obligations of this Agreement do not apply to Confidential Information which:

9.8.1 Was rightfully in the possession of the receiving party from a source other than the disclosing party prior to the time of disclosure of the Confidential Information to receiving party.

9.8.2 Was known to the receiving party prior to the disclosure of the Confidential Information from the disclosing party;

9.8.3 Was disclosed to the receiving party without restriction by an independent third party having a legal right to disclose the Confidential Information;

9.8.4 Becomes public knowledge, other than through an act or failure to act of the disclosing party;

9.8.5 Is publicly available or in the public domain when provided;

9.8.6 Is independently developed by the disclosing party; or

9.8.7 Is disclosed pursuant to law, subpoena or the order of a court or government authority.

9.9 The parties shall have the following duties relating to the Confidential Information:

9.9.1 The Vendor shall designate one individual who shall remain the responsible authority in charge of all data collected, used or disseminated by the Vendor in connection with the performance of this Agreement. The Vendor shall accept responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the terms of this Agreement. The private and confidential data shall remain the property of the ICN at all times.

9.9.2 The Confidential Information of either party shall be held in strict confidence by the receiving party and shall not be disclosed or used by the receiving party without the prior written consent of the disclosing party, except as provided in this Agreement or as may be required by law pursuant to available confidentiality restrictions.

9.9.3 The parties shall use their best efforts to protect the Confidential Information in its possession.

9.9.4 The parties shall restrict disclosure of the Confidential Information solely to those of its employees, agents, consultants and attorneys with a need to know in order to accomplish the purpose of this Agreement.

9.9.5 The parties shall protect the Confidential Information from disclosure to or access by unauthorized persons.

9.9.6 The parties shall use the Confidential Information solely for the purpose of this Agreement and for no other purpose.

9.9.7 The parties shall not duplicate the Confidential Information in any form, except as may be necessary to accomplish the purpose of this Agreement.

9.9.8 The parties shall advise each of its employees, agents, consultants and attorneys who receive the Confidential Information of the obligations of confidentiality and restrictions on the use set forth herein.

9.9.9 The parties shall immediately return the Confidential Information and all copies thereof, to each other upon the earlier of the expiration of the need therefore or the termination of this Agreement in order to accomplish the purpose.

9.10 The provisions of this Agreement shall apply to all Confidential Information disclosed by the parties to each other over the course of this Agreement. The parties' obligations under this provision shall survive expiration and termination of this Agreement and shall be perpetual.

9.11 The Vendor shall indemnify the ICN for a violation of this Section. The Vendor shall notify the ICN prior to the destruction of these materials and shall provide the ICN with the opportunity for proper destruction of these materials.

9.12 No Confidential Information will be exported to any country in violation of the United States Export Administration Act and the regulations thereunder.

SECTION 10. VENDOR WARRANTIES.

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

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

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

10.4 The Vendor warrants that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel.

10.5 The Vendor warrants that the deliverables under this Agreement will operate in conformance with the terms and conditions of this Agreement.

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

10.7 The Vendor warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Vendor pursuant to this Agreement are or will be fully satisfied by the Vendor so that the ICN will not have any obligations with respect thereto.

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

10.9 The Vendor expressly warrants to the standards in the industry all aspects of the goods and services provided by it or used by the Vendor and the ICN in performance of this Agreement.

10.10 The Vendor unconditionally warrants that all equipment supplied and installed for the purpose of fulfilling its obligations under this Agreement are fit for the purpose intended, that it complies with industry standards and that the equipment is compatible with the State's equipment.

SECTION 11. INDEMNIFICATION BY VENDOR. The Vendor agrees to defend, indemnify and hold the ICN, and the State of Iowa, its employees, agents, board members, appointed officials and elected officials, harmless from any and all demands, debts liabilities, damages, loss, claims, suits or actions, settlements, judgments, costs and expenses, including the reasonable value of time expended by the Attorney General's Office, and the costs and expenses and attorney fees of other counsel required to defend the ICN or the State of Iowa related to or arising from:

11.1 Any violation or breach of this Agreement including without limitation any of the Vendor's representations or warranties; or

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

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

11.4 The Vendor's performance or attempted performance of this Agreement; or

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

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

11.7 The Vendor's duty to indemnify as set forth in this Section shall survive the expiration or termination of this Agreement and shall apply to all acts taken in the performance of this Agreement regardless of the date any potential claim is made or discovered by the ICN.

SECTION 12. TERMINATION.

12.1 Termination For Lack Of Authority or Funding. Notwithstanding anything in this Agreement to the contrary and subject to the limitations, conditions and procedures set forth below, the ICN shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the following for which ICN will provide the Vendor with written notice of cancellation:

12.1.1 The Legislature or Governor fails, in the sole opinion of the ICN, to appropriate funds sufficient to allow the ICN, or any state agency or department charged with responsibility to perform any of the ICN's obligations under this Agreement, to either meet its obligations under this Agreement or to operate as required to fulfill its obligations under this Agreement; or

12.1.2 If funds are de-appropriated, not allocated or if the funds needed by the ICN, in the ICN's sole discretion, are insufficient for any other reason; or

12.1.3 If the ICN's, or any responsible State agency's or department's authorization to conduct its business is withdrawn or there is a material alteration in the programs or any other program the ICN administers; or

12.1.4 If the ICN's duties are substantially modified.

12.2 Termination for Cause. The ICN may terminate this Agreement upon written notice for the substantial breach by Vendor of any material term if such breach is not cured by Vendor within the time period specified in the ICN's notice of breach or any subsequent notice or correspondence delivered by the ICN to Vendor. If a cure is feasible and an opportunity to cure is provided, the notice shall specify the exact date by which the condition must be cured. Following expiration of the opportunity to cure or notice from the ICN, the ICN may seek any legal or equitable remedy authorized by this Agreement or by law. Substantial breach events include but are not limited to the following:

12.2.1 Vendor fails to perform as required by this Agreement.

12.2.2 Vendor fails to make substantial and timely progress toward performance or fails to meet any of the material specifications and requirements stated in this Agreement, including without limitation the warranties provided in this Agreement, in the RFP or in the Vendor's bid proposal.

12.2.3 Vendor fails to conform to the specifications as required by the RFP and the Vendor's response to the RFP.

12.3 Immediate Termination. The ICN may terminate this Agreement effective immediately without advance notice and without penalty for any of the following reasons:

12.3.1 Vendor furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect or incomplete.

12.3.2 Vendor fails to perform, to the ICN's satisfaction, any material requirement of this Agreement or is in violation of any material provision of this Agreement, including, without limitation, the express warranties made by the Vendor.

12.3.3 The ICN determines that satisfactory performance of this Agreement is substantially endangered or that a default is likely to occur.

12.3.4 Vendor becomes subject to any bankruptcy or insolvency proceeding under Federal or State law to the extent allowed by applicable Federal or State law including bankruptcy laws.

12.3.5 Vendor terminates or suspends its business.

12.3.6 The ICN reasonably believes that Vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable Federal or State law.

12.3.7 It is alleged that Vendor's processes or materials violate any valid patent, trademark, copyright, other intellectual property right or contract, and the ICN reasonably believes that the allegation may impair Vendor's performance of this Agreement.

12.3.8 Vendor has failed to comply with all applicable Federal, State, and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement.

12.3.9 Vendor has engaged in conduct that has or may expose the ICN to liability, as determined in the ICN's sole discretion.

12.3.10 Vendor has a conflict of interest that interferes with fair competition or conflicts with an interest of the ICN as determined in the ICN's sole discretion.

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

12.4.1 The payment of Unemployment Compensation to Vendor's employees;

12.4.2 The payment of Workers' Compensation claims which occur during the Agreement or extend beyond the date on which the Agreement terminates.

12.4.3 Any costs incurred by Vendor in its performance of the Agreement including but not limited to startup costs, overhead or other costs associated with the performance of the Agreement.

12.4.4 Any taxes that may be owed by Vendor for the performance of this Agreement including but not limited to sales taxes, excise taxes, use taxes, income taxes or property.

12.5 Vendor Obligations upon Termination. Upon expiration or termination of this Agreement, or upon request of the ICN, the Vendor shall:

12.5.1 Immediately cease using and return to the ICN any personal property or material, whether tangible or intangible, provided by the ICN to the Vendor and in its, or any subcontractor's, control or possession;

12.5.2 Upon request from the ICN, destroy any personal property or material, whether tangible or intangible at no additional cost to the ICN, and verify in writing that the designated property or material has been destroyed;

12.5.3 Comply with the ICN's instructions for the timely transfer of active files and work being performed by Vendor under this Agreement to the ICN or the ICN's designee;

12.5.4 Protect and preserve property in the possession of the Vendor in which the ICN has an interest;

12.5.5 Stop work under this Agreement on the date specified in any notice of termination provided by the ICN;

12.5.6 Cooperate in good faith with the ICN, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement Vendor.

12.6 Care of Property. The Vendor shall be responsible for the proper custody and care of any State owned tangible personal property furnished for the Vendor's use in connection with the performance of the Agreement, and the Vendor will reimburse the ICN for such property's loss or damage caused by the Vendor, normal wear and tear excepted.

SECTION 13. CONTRACT ADMINISTRATION.

13.1 Independent Contractor. The status of the Vendor shall be that of an independent contractor. The Vendor, its employees, agents and any subcontractors performing under this Agreement are not employees or agents of the State of Iowa or any agency, division or department of the State. Neither the Vendor nor its employees shall be considered employees of the ICN for Federal or State tax purposes. The ICN will not withhold taxes on behalf of the Vendor (unless required by law).

13.2 Compliance with the Law and Regulations.

13.2.1 Compliance with the Law and Regulations. Vendor shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement, including without limitation all laws applicable to the prevention of discrimination in employment, the administrative rules of the Iowa Department of Management or the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action, laws relating to prevailing wages, occupational safety and health standards, prevention of discrimination in employment, payment of taxes, gift laws, lobbying laws and laws relating the use of targeted small businesses as subcontractors or suppliers.

13.2.2 The Vendor declares that it has complied with all Federal, State and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement, including without limitation, laws governing State of Iowa procurement and contracting.

13.2.3 The Vendor shall give notice to any labor union with which it has a bargaining or other agreement of its commitment under this section of the Agreement. The Vendor shall make the provisions of this Section a part of its contracts with any subcontractors providing goods or services related to the fulfillment of this Agreement.

13.2.4 The Vendor shall comply with all of the reporting and compliance standards of the Department of Management regarding equal employment.

13.2.5 The Vendor may be required to submit its affirmative action plan to the Department of Management to comply with the requirements of 541 IAC Chapter 4.

13.2.6 The ICN may consider the failure of the Vendor to comply with any law or regulation as a material breach of this Agreement. In addition, the Vendor may be declared ineligible for future State contracts or be subjected to other sanctions for failure to comply with this Section.

13.3 Amendments. This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be fully executed by the parties.

13.4 Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit the State and the Vendor.

13.5 Choice of Law and Forum.

13.5.1 The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law.

13.5.2 In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa wherever jurisdiction is appropriate.

13.5.3 This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the State of Iowa.

13.6 Integration. This Agreement, including all the documents incorporated by reference, represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in this Agreement. The parties agree that if a Schedule, Addendum, Rider or Exhibit or other document is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

13.7 Not a Joint Venture. Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent/principal relationship) between the parties hereto. No

party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.

13.8 Consent to Service. The Vendor irrevocably consents to service of process by certified or registered mail addressed to the Vendor's designated agent. The Vendor appoints _____ at _____ as its agent to receive service of process. If for any reason the Vendor's agent for service is unable to act as such or the address of the agent changes, the Vendor shall immediately appoint a new agent and provide the ICN with written notice of the change in agent or address. Any change in the appointment of the agent or address will be effective only upon actual receipt by the ICN. Nothing in this provision will alter the right of the ICN to serve process in another manner permitted by law.

13.9 Supersedes Former Agreements. This Agreement supersedes all prior Agreements between the ICN and the Vendor for the services provided in connection with this Agreement.

13.10 Waiver. Any breach or default by either party shall not be waived or released other than by a writing signed by the other party. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

13.11 Notices.

13.11.1 Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth as follows:

If to the ICN: Contracting Officer
Grimes State Office Building
400 East 14th Street
Des Moines, IA 50319

If to the Vendor: [Vendor may provide one (1) contact]

13.11.2 Each such notice shall be deemed to have been provided:

13.11.2.1 At the time it is actually received; or,

13.11.2.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

13.11.2.3 Within five days after deposited in the U.S. Mail in the case of registered or certified U.S. Mail.

13.11.3 Copies of such notice to each party shall be provided separately.

13.11.4 From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

13.12 Cumulative Rights. The various rights, powers, options, elections and remedies of either party, provided in this Agreement, shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law. Nothing in this Agreement shall be construed as affecting, impairing or limiting the equitable or legal remedies to which either party may be entitled as a result of any breach of this Agreement.

13.13 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the invalid portion shall be severed from this Agreement. Such a determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

13.14 Express Warranties. The Vendor expressly warrants all aspects of the items and services provided by it or used by the Vendor and the ICN in performance of this Agreement.

13.15 Warranty Regarding Solicitation. The Vendor warrants that no person or selling agency has been employed or retained to solicit and secure this Agreement upon an agreement or understanding for commission, percentage, brokerage or contingency except bona fide employees or selling agents maintained for the purpose of securing business.

13.16 Obligations of Joint Entities. If the Vendor is a joint entity consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the Agreement activities.

13.17 Obligations Beyond Agreement Term. This Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Agreement. All obligations of the Vendor incurred or existing under this Agreement as of the date of expiration, termination or cancellation will survive the expiration, termination or cancellation of this Agreement.

13.18 Time is of the Essence. Time is of the essence with respect to the successful performance of the terms of this Agreement. The Vendor shall ensure that all personnel providing services to the ICN are responsive to the ICN's requirements in all respects.

13.19 Authorization. Each party to this Agreement represents and warrants to the other that it has the right, power and authority to enter into and perform its obligations under this Agreement and that it has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement. This Agreement constitutes a legal, valid and binding obligation upon the parties in accordance with its terms.

13.20 Successors in Interest. All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

13.21 Counterparts and Facsimile Signatures. The parties agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument. The parties further agree that the signatures on this Agreement or any amendment or schedule may be manual or a facsimile signature of the person authorized to sign the appropriate document. All authorized facsimile signatures shall have the same force and effect as if manually signed.

13.22 Use of Third Parties/Prime Vendor Responsibilities. The ICN acknowledges that the Vendor may enter into an agreement with third parties for the performance of any of the Vendor's obligations under this Agreement. <u>All subcontracts shall be subject to advance written approval by the ICN.</u> The Vendor may enter into these contracts to complete the project provided that the Vendor remains responsible for all services performed under this Agreement. All restrictions, obligations and responsibilities of the Vendor under this Agreement shall also apply to subcontractors. The ICN shall consider the Vendor to be the sole point of contact with regard to all matters related to this Agreement and is not required to initiate or maintain contact with any subcontractor. ICN may choose to deny use of any specific third party contractor at ICN's sole discretion, in which case the Vendor must obtain a different third party contractor.

13.23 DATE PROCESSING WARRANTY.

13.23.1 The Vendor warrants that each item of hardware, software, firmware, or a custom designed and developed software program or a system which is developed or delivered under, or used by Vendor in connection with its performance of this Agreement, shall accurately process data, including, but not limited to, calculating, comparing and sequencing, from, into, between and among the nineteenth, twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the item(s) documentation provided by the Vendor.

13.23.2 If the items to be developed and delivered under this Agreement are to perform as a system with other hardware and/or software, then the warranty shall apply to the items developed and delivered as the items process, transfer, sequence data, or otherwise interact with other components or parts of the system. This warranty shall survive the term of this Agreement. The remedies available to the ICN for a breach of warranty includes, but is not limited to, repair or replacement of non-compliant items or systems.

13.23.3 Nothing in this warranty shall be construed to limit any rights or remedies of the ICN under this Agreement with respect to defects in the items other than the Date Processing Warranty.

13.24 Force Majeure. Neither Vendor nor the ICN shall be liable to the other for any delay or failure of performance of this Agreement; and no delay or failure of performance shall constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a "force majeure".

13.24.1 As used in this Agreement, "force majeure" includes acts of God, war, civil disturbance and any other similar causes which are beyond the control and anticipation of the party effected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. Failure to perform by a subcontractor or an agent of the Vendor shall not be considered a "force majeure" unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Agreement. "Force majeure" does not include: financial difficulties of the Vendor or any parent, subsidiary, affiliated or associated company of Vendor; claims or court orders which restrict Vendor's ability to deliver the goods or services contemplated by this Agreement; or Year 2000 issues or Y2K-related difficulties or problem.

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

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

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

13.25 Records Retention and Access. The Vendor shall permit the Auditor of the State of Iowa or any authorized representative of the State or any authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent validation records, financial records, accounting records, books, documents, papers, electronic or optically stored and created records or other records of the Vendor relating to or created as a result of the performance of this Agreement. These records shall be made available to the State, its designees, the Auditor, or an authorized representative of the United States government at reasonable times and at no cost to the State during the term of this Agreement and for a period of at least (5) years following the termination, cancellation or expiration of this Agreement.

13.26 Taxes. ICN declares and Vendor acknowledges that the Vendor and its subcontractors may be subject to certain taxes including but not limited to sales tax, motor vehicle fuel tax, personal or corporate income tax or other taxes or assessments, and to licensing fees or other miscellaneous fees or charges which may be imposed by Federal, State or local law or ordinance. The Vendor and its subcontractors shall be solely responsible for the payment of such taxes. The Vendor shall promptly pay all such taxes, fees or charges when due. ICN is a tax-exempt entity and the Vendor shall not attempt to pass on any costs, including surcharges and fees, to the ICN that are attributable to federal, state, or local taxes, including sales tax, motor fuel tax, property tax, or personal or corporate income tax.

13.27 Universal Service Fund Charges. The parties agree that the ICN has been recognized by the FCC as a telecommunications carrier and a re-seller of the Services to be provided by Vendor under this Agreement. The ICN incorporates the Services into services offered to its own customers. The ICN contributes directly to the federal Universal Service Fund, as required, based upon revenue from its end-user customers. Based on the foregoing representations, the ICN will not be required to pay the Federal Universal Service Fee ("FUSF") of the Vendor or its successor(s).

13.28 Further Assurances and Corrective Instruments. The Vendor agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

13.29 Assignment and Delegation. This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For purposes of construing this clause, a transfer of a controlling interest in Vendor shall be considered an assignment. If either party, in its sole discretion, determines that the other party's assignment of this Agreement to another person or entity is not in the determining party's best interests, the determining party may elect to terminate this Agreement with the other party without penalty upon thirty (30) days written notice to the Vendor.

13.30 Headings or Captions. The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.

13.31 The ICN reserves the right to conduct criminal history and other background investigations of the Vendor, its officers, directors, shareholders, or partners and personnel retained by the Vendor for the performance of this Agreement.

13.32 No Minimums Guaranteed. The ICN does not guarantee any minimum usage of the Vendor's services or make any volume commitment under this Agreement.

SECTION 14. BUSINESS DOWNTURN.

14.1 In the event of a business downturn or budget difficulties beyond the control of the ICN, including budget difficulties of other authorized users of the ICN or significant restructuring or reorganization, any of which significantly reduces the volume of Services required by the ICN, with the result that ICN will be unable to meet its revenue or volume commitments under this Agreement, Vendor and the ICN will cooperate in efforts to develop a mutually agreeable alternative.

SECTION 15. REDUCTION OF RESOURCES.

15.1 If, during the Term, the ICN experiences a change in the scope, nature or volume of its business, or if the ICN elects to change the manner or method by which it does (including, but not limited to, an election by Iowa Legislature to effect a sale or other disposition of material assets), which have or may have the effect of causing a decrease in the quantity or quality of the Services that will be needed by ICN, then ICN may request Vendor to reduce the level of Services and the annual Service charges to ICN under this Agreement. However any such reduction must not adversely impact upon Vendor's ability to reasonably perform its obligations under the Agreement.

15.2 In such event, Vendor shall estimate, in writing and in good faith, the aggregate decreased charges to Vendor from ICN's ceasing to perform such Services and shall provide such written estimate to ICN, no later than 30 days from Vendor's receipt of ICN's notice. ICN, upon receipt of such estimate, may then elect by written notice given to Vendor within 15 days following receipt of Vendor's written estimate to:

15.2.1 Withdraw its request for a cessation of part of the Services;

15.2.2 Implement such partial cessation of Services based upon the estimate of Vendor; or

15.2.3 Request that Vendor negotiate with ICN regarding the aggregate reduction in the Annual Service Charges due to Vendor from ICN hereunder as a result of the partial cessation of Services. If ICN shall elect to request Vendor to negotiate, the parties shall promptly negotiate in good faith regarding the amount.

SECTION 16. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

IOWA TELECOMMUNICATIONS AND TECHNOLOGY COMMISSION
Operating the IOWA COMMUNICATIONS NETWORK

By: Date: _____

Name:

Title:

[VENDOR will be listed]:

By: Date: _____

Name:

Title:

Schedule A
Scope of Services

Schedule A will be developed in the Contract.

ATTACHMENT 2

BID PROPOSAL COMPLIANCE FORM

Page 1 of 2
ITB 13-018

Vendor affirms that the information contained in the bid proposal is true and accurately portrays all aspects of the goods or services or both contemplated by this ITB. The Vendor is aware that any substantive misinformation or misrepresentation may disqualify the bid proposal from further consideration.

Vendor hereby certifies total compliance with all other terms, conditions and specifications of this ITB except as expressly stated below:

Chapter 1, Administrative Issues _____

_____

Chapter 2, Contractual Terms & Conditions _____

_____

_____

Chapter 3, Technical Specifications _____

_____

Chapter 4, Evaluation Criteria _____

_____

I certify that I have the authority to bind the Vendor indicated below to the specific terms and conditions imposed in this ITB and offered in this bid proposal, and that by my signature on this document I specifically agree to all of the waivers, restrictions and requirements of this ITB as conditions precedent to submitting this proposal. I further state that in making this bid proposal that the Vendor has not consulted with others for the purpose of restricting competition or violating State or Federal anti-trust laws and has not knowingly made any false statements in this proposal.

Authorized Signature: _____

Printed Name: _____

Title: _____

Telephone: _____

Fax Number: _____

E-Mail: _____

Business Name: _____

Address: _____

_____

Federal ID Number: _____

BID PROPOSAL COMPLIANCE FORM

ITB 13-018

Vendor providing bid proposal must complete each section of this Attachment and submit as part of its bid proposal.

Vendor Name (including all d/b/a or assumed names or other operating names of the Vendor: _____

_____

Address: _____

_____

Phone: _____

Fax: _____

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

Number of employees: _____

Local office address that relates to the Vendor's performance under the terms of this ITB (if different from above): _____

_____

Phone: _____

Fax: _____

Vendor accounting firm: _____

State of incorporation (if a corporation). State of formation (if a limited liability company or a limited partnership): _____

The successful Vendor will be required to register to do business in Iowa. If already registered, provide the date of the Vendor's registration to do business in Iowa.

_____

Person to Contact Regarding This Bid Proposal: _____

Address: _____

_____

Phone: _____

Fax: _____

E-Mail: _____

Person to Contact Regarding Service Scheduling and Other Arrangements: _____

Address: _____

_____

Phone: _____

Fax: _____

E-Mail: _____

ATTACHMENT 3

AUTHORIZATION TO RELEASE INFORMATION FORM
ITB 13-018

_____ (Name of Vendor) hereby authorizes any person or entity, public or private, having any information concerning the Vendor's background, including but not limited to its performance history regarding its prior rendering of services similar to those detailed in this ITB, to release such information to the State.

The Vendor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Vendor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Vendor is willing to take that risk. The Vendor agrees to release all persons, entities, and the State of Iowa from any liability whatsoever that may be incurred in releasing this information or using this information.

_____
Printed Name of Vendor Organization

_____ _____
Signature of Authorized Representative Date