

NOTICE TO VENDORS
REQUEST FOR PROPOSAL

The Iowa Telecommunications and Technology Commission operating the Iowa Communications Network (ICN) will be receiving sealed Bid Proposals until **3:00 p.m., Thursday, November 30, 2023** for:

RFP 23-050

**PRE-QUALIFY VENDORS WHO CAN PROVIDE
TELECOMMUNICATIONS OUTSIDE PLANT SERVICES IN SELECTED ZONES**

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Iowa Communications Network
Grimes State Office Building
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Des Moines, IA 50319
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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 SIX ATTACHMENTS:

CHAPTER	TITLE
1	Administrative Issues
2	Contractual Terms
3	Technical Specifications
4	Evaluation Criteria
Attachment 1	Contractual Terms and Conditions
Attachment 2	Bid Proposal Compliance Form
Attachment 3	Authorization To Release Information
Attachment 4	Bid Proposal Submittal Form
Attachment 5	Zone Bid
Attachment 6	Unit Price Sheet

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 proposals for Vendors capable of providing telecommunications outside plant services in the 5 zones of the State as needed and requested by the Iowa Communications Network. The ICN intends to pre-qualify 3 Vendors in each zone to provide this service.

1.2 Schedule and Submission of Proposal.

1.2.1 Vendor Conference. A Vendor Conference is not being scheduled for this solicitation.

1.2.2 Questions and Answers. Vendors are invited to submit written questions and/or requests for interpretation/consideration/acceptance concerning this RFP on or before 4:00 p.m. central time **October, 31, 2023**. Vendors with questions concerning this RFP may submit their questions in writing by mail or hand delivery to Sheri Stephens, ICN Purchasing Agent II, 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 **November 2, 2023**, to all Vendors to whom the RFP has been sent.

1.2.3 Changes and Amendments. In the event it becomes necessary for ICN to amend, add to or delete any part of this RFP, the amendment will be provided to all Vendors to whom the RFP has been sent. Vendors' Bid Proposals must include acknowledgment of all addenda issued by ICN.

1.2.4 Receipt of Bid Proposals. Bid Proposals must be received at ICN's office no later than **3:00 p.m. central time November 30, 2023**. 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. Additionally, no Bid Proposal will be accepted by telephone, electronic mail or facsimile. **The Bid Proposals must be mailed (with mailing in sufficient time to arrive on or before this deadline requirement) or be delivered as follows:**

Mailing and Delivery Address:
Iowa Communications Network
Attn: Sheri Stephens
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 ensure 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.

1.2.5 Bid Proposal Opening. Bid Proposals will be opened at 3:00 p.m. central time on **November 30, 2023**. 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 RFP 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.

1.2.5.1 Failure to comply with or supply any and all information requested to accompany Bid Proposals may be cause for rejection of the proposal as non-compliant.

1.2.5.2 All Bid Proposals shall be firm for a period of 120 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.

1.2.5.3 By submitting a Bid Proposal the Vendor agrees to the terms and conditions contained within this RFP.

1.3 Proposal Format.

1.3.1 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 USB drive using Microsoft Word software. The original Bid Proposal must be in a package CLEARLY MARKED RFP 23-050 on the outer envelope or wrapping. This is necessary to ensure that the response package is handled properly for verification against the RFP deadline. Lack of notation of the RFP number may affect the receipt timing and affect the evaluation process. Vendor should consider this item as a critical factor when submitting a response.

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).

1.3.2.2 Completed Authorization to Release Information Form (Attachment 3).

1.3.2.3 Completed Bid Proposal Submittal Form (Attachment 4).

1.3.2.4 Completed Counties Bid Form (Attachment 5).

1.3.2.5 Completed Unit Price Sheet (Attachment 6).

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.

1.5 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 RFP 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 is related to the preparation or delivery of the Bid Proposal or any other activities carried out by the Vendor as it relates to this RFP.

1.7 Bid Proposal Obligations. The contents of 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. 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 Rejection of Bid Proposals.

1.9.1 ICN reserves the right to reject any and all Bid Proposals, in whole and in part, received no response to this RFP at any time prior to the execution of a written Contract. Issuance of this RFP in no way constitutes a commitment by ICN to award the Contract. This RFP is designed to provide Vendors with the information necessary for the preparation of competitive Bid Proposals. This RFP 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 A Bid Proposal shall be rejected outright and not evaluated for any one (1) of the following reasons:

1.9.2.1 Failure of Vendor to deliver the Bid Proposal by the due date and time.

1.9.2.2 Failure of Vendor to include the Bid Proposal Compliance Form signed by an officer of the Vendor submitting the Bid Proposal (Attachment 2).

1.9.2.3 Failure of the Vendor to include the Authorization to Release Information Form (Attachment 3).

1.9.2.4 Failure of Vendor to include the Bid Proposal Submittal Form (Attachment 4).

1.9.2.5 Failure of the Vendor to include the Zone Bid Form (Attachment 5).

1.9.2.6 Failure of the Vendor to include the Unit Price Sheet (Attachment 6).

1.9.3 Failure of the Vendor to comply with additional information requests may be cause for rejection of the Bid Proposal as non-compliant.

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. In the event that a Vendor or someone acting on the Vendor's behalf attempts to discuss this RFP orally or in writing with any Commission member or any employee of the ICN other than the ICN Purchasing Agent II, Vendor may be disqualified. No questions are to be asked of State of Iowa employees regarding this RFP, except for contact with the State Targeted Small Business Office by Vendors certified as Targeted Small Business Entities, without prior

notification and approval by the ICN Purchasing Agent II, except as otherwise permitted by this RFP. All RFP contacts shall be made through the ICN Purchasing Agent II only.

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 proposals. In the event the Vendor copyrights the proposal, the ICN may reject the proposal as noncompliant.

1.14 Conflict Between Terms. ICN reserves the right to accept or reject any exception taken by the Vendor to the terms and conditions of this RFP. Substantial variations between the Vendor's terms and conditions and those contained in this RFP may be grounds for rejection of the Vendor's Bid Proposal as non-responsive and non-compliant.

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 RFP.

1.16 Construction of RFP with Laws and Rules. This RFP 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 www.legis.iowa.gov or www.icn.iowa.gov.

1.17 Soft Copy. Soft copies of the RFP will be available by request to sheri.stephens@iowa.gov.

1.18 Downloading RFP from the Internet. All amendments will be posted on the ICN's website at www.icn.iowa.gov. Vendors are advised to check the ICN's website periodically for amendments to this RFP, particularly if the Vendor downloaded the RFP from the Internet because the Vendor may not automatically receive amendments if it did not contact the ICN for a copy of the RFP. If the Vendor received this RFP as a result of a written request to the ICN, the Vendor will receive amendments.

1.19 Definition of Contract. The full execution of a written contract shall constitute the making of a contract 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 Bid Proposal Evaluation and Award. All Bid Proposals submitted shall be evaluated in accordance with the requirements set forth in Chapter 4 of this RFP. The ICN shall not necessarily award the Contract to the Vendor offering the lowest cost to the ICN. The ICN may award a Contract to the most responsible Vendor meeting the requirements of this RFP and which, in the sole discretion of the ICN, provides the best value to the State after considering price and compliance with the provisions of Chapter 3. The award of this Contract in the judgment of ICN may be made in more than 60 days after the Bid Proposals are received and opened. See 751 IAC 5.2(9).

1.21 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 contracts shall be completed with the successful Vendors no later than sixty (60) days after Notice of Intent issuance date if there are no appeals filed. If an apparent successful Vendor fails to negotiate and deliver the executed contract by that date, the ICN may, in its sole discretion, cancel the award for that 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.

CHAPTER 2

CONTRACTUAL TERMS

2.1 Contractual Terms Generally.

2.1.1 The Contract(s) which the ICN expects to award as a result of this Request for Proposal 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. The ICN may award contracts to more than one Vendor.

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 RFP and the potential resulting Contract. Vendors should plan on such terms being included in any Contract awarded as a result of this RFP. All costs associated with complying with these requirements should be included in any pricing quoted by the Vendor.

2.1.2.1 Projects must be completed and accepted by ICN prior to Vendor submitting invoice, and invoice must reference contract number, project number and must be broke down to by labor and materials. Invoices for partial payments will only be accepted with prior written approval of the ICN.

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). [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 RFP 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. ICN is seeking Bid Proposals to establish an annual Contract with outside plant services Vendor(s) qualified to provide services for projects costing less than \$50,000. Occasionally, ICN will request that the Vendor provide material for a particular project. In these cases, Vendor will be required to submit a quote for the material. The work involved shall be in the Iowa counties listed within each zone. The Vendor may bid those zones it wishes to serve, however ICN shall select no more than three Vendors per zone and no more than 3 zones will be awarded to a Vendor.

3.2 **Criteria for Compliance. Each requirement requires a positive response by providing confirmation for compliance and, when required, information describing how the Vendor complies with the requirement. Vendor must acknowledge that it can comply and will comply with each of the requirements listed in this section if awarded a Contract. To fulfill this requirement, Vendors providing bid proposals will respond where indicated in Attachment 4.**

3.2.1. The Contract shall be available to all State of Iowa institutions, universities, schools, and political subdivisions.

3.2.2 Issuance of a Contract does not guarantee any minimum amount of work to the successful Vendor(s) but is being awarded as a convenience to the State for potential future needs.

3.2.3 The work for each project shall primarily be associated with but not limited to underground services (handhole installation, horizontal boring, directional drilling, buried cable placement, conduit and manhole construction, plowing, trenching, cable pulling, splicing and drainage tile repair); aerial services (pole, aerial cable placement, removal, maintenance, pulling cable and splicing) and maintenance services (installation and repair, cutover, and outside plant service emergency work).

3.2.4 Individual Project Selection.

3.2.4.1 ICN may select any of the prequalified Vendors to complete project estimated to cost less than \$5,000 without seeking multiple quotes for the project. For projects estimated to cost \$5,000 to \$50,000, ICN will request quotes from all Vendors pre-qualified to provide service in the project zone. Vendor may make a site visit for any particular project and shall make arrangements with the ICN project manager. The Vendor may be requested to furnish materials for a specific project. The Vendor must indicate in its quote the cost of these items. Vendor will designate a single point of contact on the quote submittal form. **ICN will not reimburse Vendor for site visit or quote.**

3.2.4.1.1 Projects over \$50,000.00 ICN will reserved the right to seek formal bids or request quotes from the pre-qualified Vendors in project zone.

3.2.4.2 Responsible Bidder – ICN is required to select the bidder offering the lowest compliant cost, unless ICN has documented the previous failures (3 Strike Policy) and has placed the Vendor on the “Vendor of Last Resort” list.

3.2.4.3 New Vendors – “Probation Period” Vendor shall acknowledge that this policy will be used by ICN in its efforts to resolve issues with Vendor project performance.

3.2.4.3.1 Probation Period. Once an award is made to a new Vendor; which applies to a company, an individual, a prime contractor or subcontractor, the Vendor will be placed on probationary status. The Vendor will remain on probationary status until a maximum of 3 jobs are satisfactorily completed by the Vendor for ICN. Once the probationary period has elapsed, the Vendor will be informed that they have either been moved to “approved” status and ICN will accept future quotes from the Vendor or have been placed on the ICN Vendor of Last Resort List. Reasons for being removed from further consideration will be, but not limited to, poor quality of work, failure to complete work to ICN and industry standards, failure to use good industry practices, not completing the project in a timely manner, according to schedule, or failure to respond to ICN inquires.

3.2.4.4 ICN will issue a Notice to Proceed to the Vendor selected for the project. The Notice to Proceed will include the ICN contract number, project number and ICN single point of contact. Twenty-

four (24) hour notice shall be given by the ICN to the Vendor for projects, except in the case of emergency work. All work projects shall be assigned, coordinated, directed and randomly inspected by the ICN. The ICN reserves the right to award any particular project to another Vendor when the selected Vendor cannot complete the project with a reasonable timeframe, as determined by the ICN. The ICN shall determine this "reasonable timeframe", as whatever lead time it determines is necessary to assure completion of the job to meet the project scheduled date.

3.2.4.5 All tools and test equipment required to do a project shall be provided by the Vendor or its subcontractor(s). Security of tools and test equipment shall be the responsibility of each worker. The ICN shall not be responsible for the security of any Vendor property left on the Jobsite. ICN's property or on property controlled by the ICN or the State of Iowa.

3.2.4.6 Unless Vendor is notified otherwise, ICN will secure IDOT permits. Vendor may be responsible to secure necessary city or county permits and or provide bonds required by project.

3.2.4.7 The Vendor and its employees must comply with all OSHA regulations. The Vendor shall confirm it shall follow all applicable State and Federal laws.

3.2.4.8 Quality Control Check. Vendor shall acknowledge the ICN may require tests to be run and the results of the tests be given to the ICN project manager.

3.2.4.8.1 Vendor shall acknowledge that upon Vendor notification that they have completed the project, ICN shall review the project and determine if Final Acceptance is granted. Should the ICN find areas that do not meet the industry or ICN standards and or project specifications, ICN will coordinate the corrective action with the Vendor. Should the Vendor not perform the corrective action in a timely manner, ICN will assess performance penalties and process the Vendor invoice minus any deductions for lack of performance. The deductions may be for the work that Vendor did not do correctly the first time, failed to correct upon notification, that which required ICN to use a third party for correction or for use of a non-approved subcontractor. The cost of the third-party correction shall be the deduction applied to the awarded project Vendor's final invoice.

3.2.4.8.2 Vendor shall also acknowledge that the ICN retains the right to rescind previously awarded projects, if the Vendor has not performed current projects in a professional and workmanlike manner to the specifications and due date provided by the ICN.

3.2.4.9 Vendor shall acknowledge that no overtime hours shall be allowed without prior approval, in writing, of the ICN.

3.2.4.10 The Vendor must be responsible for instructing its employees in safety measures considered appropriate for the job. In addition, the Vendor shall not permit placing or use of tools or materials in traffic lanes or other locations. The tools or materials shall not be placed in such a manner so as to create safety hazards to State employees, contracting agency employees, the public or themselves.

3.2.4.11 Subcontractors must meet the same qualifications stated for Vendors. The Vendor must obtain approval of the contracting agency's project manager prior to using a subcontractor on any project. Once a subcontractor has been approved, it may be used on other projects providing ICN has been notified.

3.2.4.11.1 Vendor also acknowledges that it is responsible for all contract deliverables it subcontracts out and the performance of any preapproved subcontractor used.

3.2.4.11.2 Vendor shall also acknowledge that use of any subcontractor, not preapproved by the ICN OSP project manager, in writing, shall be an automatic deduction of \$100 per day used.

3.2.4.12 Vendor must meet the following restoration standard for all projects: Any disruption of grass in an individual's yard or in a private maintained area of the public right of way (the area between the sidewalk and the street curb) must be restored through resodding. Any disruption of the grass in the median way or an unimproved shoulder must be restored either through resodding or reseeded.

3.2.4.12.1 Vendor must acknowledge unless otherwise agreed to in writing, Vendor shall return any excavated area to preconstruction condition or better through grading, over seeding, and/or sodding.

3.2.4.13 One original set of as-built drawings must be provided within 3 weeks after completion of construction for the ICN management records.

3.2.4.13.1 Acceptable documentation includes: "Red-lined" construction documents and/or sub-foot GPS data in a format compatible with GIS technology.

3.2.5 Vendor must provide the following information regarding its experience. All Vendors are eligible to bid regardless of the length of time the Vendor has been in business. Appropriate weight in the evaluation criteria will be based upon the length of time in business and experience in terms of years in the business of outside plant services.

3.2.5.1 Number of years in business.

3.2.5.2 Number of years' experience with underground fiber optic cable construction and related infrastructure outside plant services.

3.2.5.3 Number of years working within the State of Iowa. Provide brief detail who for, where and what projects done.

3.2.5.4 Number of years work for or with the ICN on fiber optic cable and related infrastructure.

3.2.5.4.1 As a Vendor for the ICN, have you ever been unable to complete a project as designed? If so, provide details.

3.2.5.4.2 As a Vendor for the ICN, have you ever been required to return to a project to correct substantial issues? If so, provide details.

3.2.5.4.3 As a Vendor for the ICN, have you ever been unable to complete a project by the desired due date? If so, provide details.

3.2.5.4.4 As a Vendor for the ICN, have you ever responded to emergency or urgent relocations or repairs? If so, provide details.

3.2.6 Equipment. Vendor must provide a list of the equipment it owns or leases, which may be used to perform the OSP projects contemplated by this RFP.

3.2.6.1 Scope of services provided (bore, plow, aerial, splicing, etc.). Vendor shall detail

3.2.6.1.1 Detail all directional boring equipment owned or leased (dirt, rock, dual rod, etc.) (state - owned or leased).

3.2.6.1.2 Detail any specialized equipment owned or leased (state which), Examples: dual rod horizontal directional rock drill, rock saw, etc.

3.2.6.1.3 Detail all direct-bury (plow) equipment owned or leased (state - owned or leased).

3.2.6.1.4 Detail all aerial equipment owned or leased (state - owned or leased).

3.2.6.1.5 Detail any equipment not addressed above.

3.2.6.2 Detail typical work self-performed and that which is typically sub-contracted.

3.2.6.3 Detail any Zone-specific capabilities (ROW authority requirements, terrain requirements, etc.)

3.2.6.4 Detail any typical material stock levels maintained at all company locations (main or satellite).

3.2.6.5 Is Vendor able to provide sub-foot GPS data (bore log, e.g.), if so, is there an additional charge for the data?

3.2.7 Vendor must provide the following information regarding its personnel.

3.2.7.1 Detail the number of employees engaged in underground fiber optic cable and related infrastructure installation, maintenance, and repair.

3.2.7.2 Detail the number of employees engaged in aerial fiber optic cable and related infrastructure installation, maintenance, and repair.

3.2.7.3 Detail the number of employees trained and qualified to complete fiber optic fusion splicing.

3.2.7.4 Detail the number of employees trained and qualified to complete aerial splicing.

3.2.7.5 Describe any employed position related to safety when working within Rights of Way.

3.2.7.6 Describe any employed position related to uniform traffic control standards.

3.2.7.7 Describe any employed positions related to Quality Assurance.

3.2.7.8 Describe any internal procedures for damage investigations.

3.2.7.9 Detail list of sub-contractors or partners.

3.2.7.10 All sub-contracted work must be approved by the ICN, vendor to acknowledge.

3.2.8 Locations

3.2.8.1 Detail location of main office and any satellite offices.

3.2.8.2 Detail facilities (office, repair shop, etc.) available at all main and satellite offices.

3.2.8.3 Detail location and size of any equipment or material yards.

3.2.8.4 Describe location of facilities, office, equipment, and staff related to all Zones vendor is seeking to perform within. (Proximity).

3.2.8.5 Detail any agreements with other Vendors that might be employed to cover any Zone or Zones.

3.2.9 Responsiveness

3.2.9.1 Is Vendor able and willing to respond to emergency requirements (cable damage repair, e.g.)?

3.2.9.1.1 If so, is Vendor able to dispatch excavation equipment and crews to any area within a Zone within 2 hours?

3.2.9.1.2 If so, is Vendor able to respond 7x24?

3.2.9.1.3 If so, is Vendor able to respond during any time of the year, including winter?

3.2.9.1.4 If so, is Vendor able to respond to aerial cable damage restorations?

3.2.10 Labor Rates, Support and All Other Related Expenses. Unemployment insurance, workers' compensation, sick leave, vacation and all other benefits are the responsibility of the Vendor. Support and all other related expenses are the responsibility of the Vendor. Vendor shall be paid at the rate(s) not to exceed those listed on the Unit Price Sheet, Attachment 6. The ICN shall not pay mileage, motel expenses or per diem. Vendor(s) awarded Contract(s) may amend the Unit Price Sheet, Attachment 6, and Zone Bid Form, Attachment 5, annually at contract renewal time upon the mutual written consent of the Parties.

3.2.10.1 Vendor may bid on all or some of the services contemplated by this RFP. Vendor must state its rate for the services listed on the Unit Price Sheet, Attachment 6. If Vendor cannot provide any requested service, it should "NO BID" that service.

3.2.10.2 Vendor may bid services in 1 Zone and no more than 3 Zones. Vendor must complete the Zone Bid Form, Attachment 5.

3.2.10.1.1 Vendor to detail all rates for Standard services (per attachment).

3.2.10.1.2 Vendor to detail all rates for Emergency services (if applicable).

3.2.10.1.3 Vendor to detail all rates for After Hours services (if applicable).

3.2.10.1.4 Vendor to detail Mobilization costs.

3.2.11 Other

3.2.11.1 Is Vendor capable of obtaining bonds, licenses, insurance, etc. to comply with all ROW authority requirements within each Zone they are responding to?

3.2.11.2 Detail any unique requirement(s) for a particular Zone that the vendor is capable of providing.

3.2.11.3 Has the Vendor, within the last 2 years, been in violation of excavating without a valid One Call ticket?

3.2.11.4 Has the Vendor, within the last 2 years, been notified or fined for violating OSHA Safety Requirements?

3.2.11.5 Has the Vendor performed work for any other State of Iowa Agency (state which)?

3.2.11.6 Is Vendor currently obligated by contract with any other entity which might limit their ability to complete work for the ICN (standard or emergency)?

3.2.12 Vendor must provide the following financial information:

3.2.12.1 Provide a minimum of three (3) financial references.

3.2.13 Vendor must provide the following business information:

3.2.13.1 Provide a minimum of three (3) business references.

3.2.13.2 During the last five (5) years, has Vendor had a contract for services terminated for any reason? If so, provide full details related to the termination.

3.2.13.3 During the last two (2) years, have any irregularities been discovered in any of the accounts maintained by the Vendor on behalf of others? If so, describe the circumstances of irregularities or variances and disposition of resolving the irregularities or variances.

3.2.14 Vendor must provide the following legal or administrative information

3.2.14.1 During the last five (5) years, describe any damages or penalties of anything of value traded or given up by Vendor under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this RFP and the resulting Contract. If so, indicate the reason for the penalty or exchange of property or services and the estimated account of the cost of that incident to the Vendor.

3.2.14.2 During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Vendor to engage in any business, practice or activity.

3.2.15 Vendor must agree to permit ICN contractors performing ICN maintenance, fiber relocation, or fiber restoration services for the ICN to purchase outside plant services from the Vendor at the prices and rates the

Vendor offers the ICN under the resulting contract. The Vendor also agrees that if an ICN contractor utilizes the Vendor's pricing for this purpose, there will be a separate contractual relationship between the Vendor and the ICN's contractor relating to those services and the ICN will not bear any responsibility to pay the Vendor for services provided to an ICN contractor.

3.2.16 3 Strike Policy - Vendor shall acknowledge that this policy will be used by the ICN in its efforts to resolve issues with vendor project performance.

3.2.16.1 Strike One - Upon identification of project issues, ICN or its representative shall meet with the partner/contractor/vendor to address the ICN's concerns, get input and agree on what needs specific attention. Don't leave this meeting/conversation until you have clearly articulated what needs to change and document what has been agreed upon (specific items for resolution and timeframe), then meet again after agreed upon resolution time frame, no later than 30 days (get it on the calendar) to review results.

3.2.16.1.1 If contractor "DID" perform the required correction within the time frame allotted, additional meeting is at the discretion of the ICN.

3.2.16.1.2 If contractor "DID NOT" perform the required correction, the Strike Two meeting is required.

3.2.16.2 Strike Two - Meet again to review the required actions from the Strike One Meeting. If these actions were not met, try to determine what happened and identify any remaining issues. Put any feedback in writing to avoid any misunderstandings. Agree and document again on the desired change/outcome and schedule to meet again no later than 30-days to confirm resolution.

3.2.16.2.1 If vendor "DID" perform the required correction within the time frame allotted, no additional meeting should be required.

3.2.16.2.2 If vendor "DID NOT" perform the required correction, the Strike Three meeting is required.

3.2.16.3 Strike Three - If the specific items and resolution has not been met after the second required meeting, the partner/contractor/vendor will not be eligible for future contracts for one (1) year and will have all other awarded contracts not started, rescinded. After 3 strikes, partner/contractor/vendor is on the Vendor of Last Resort List for a one (1) year period.

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.

4.1.2 The evaluation committee will make a recommendation to the Executive Director of the ICN indicating the committee's choice. The Executive Director will select the Vendor(s) to receive the award(s). 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 Contract(s).

4.1.3 All applicable contracting requirements imposed by this RFP and Iowa law shall be met by the Vendor. The successful Vendor(s) must, in a timely manner, enter into a Contract with the ICN to implement the service contemplated by this RFP. 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 Requirements identified in Chapter 3, Attachment 4, Attachment 5, and Attachment 6 are not met and/or fulfilled.

4.2.2 Bid Proposals will be evaluated using a point system. Details of the evaluation criteria will be made available to Vendors immediately prior to the Bid Proposal opening. Evaluation of Bid Proposals will be based on, but not limited to, the requirements of Chapter 3.

ATTACHMENT 1
CONTRACTUAL TERMS AND CONDITIONS
RFP 23-050
Sample Agreement

SECTION 1. IDENTITY OF THE PARTIES.

1.1 The Iowa Communications Network (ICN) is authorized by 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 supply communications equipment and supplies 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 retaining **Vendor** to provide telecommunications outside plant services as needed and requested by the ICN.

SECTION 3. TERM. This Agreement is effective Month, Date, Year and will continue through Month, Date, Year. The Agreement may be extended with mutual written agreement for five additional (1) one-year periods.

SECTION 4. DOCUMENTS INCORPORATED BY REFERENCE.

4.1 Incorporation of Bid Proposal Documents. The Request for Bid Proposal **RFP 23-050** and the Vendor's Bid Proposal in response to this RFP, 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 RFP 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 RFP and the Bid Proposal and that the parties are obligated to perform as set forth in the RFP 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 RFP or the Bid Proposal, any inconsistency or conflict shall be resolved as follows:

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

4.3.1.2 Second, by giving preference to the specific provisions of the RFP.

4.3.1.3 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 RFP and the Bid Proposal. The failure of the parties to make reference to the terms of the RFP 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 RFP and the Bid Proposal. Terms offered in the Bid Proposal, which exceed the requirements of the RFP, shall not be construed as creating an inconsistency or conflict with the RFP 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 "Agreement" or "Contract" shall mean this document and any amendments to this document or any other documents incorporated by reference.

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

5.3 "Responsible Bidder" shall mean a vendor that has the capability in all respects to perform the contract requirements. In determining whether a vendor is a responsible bidder, the ICN may consider various factors including, but not limited to, the vendor's competence and qualification for the type of services required, the vendor's integrity and reliability, the past performance of the vendor relative to the quality of the good or service, the past experience of the department in relation to the good or service, the relative quality of the good or service and or the proposed terms of delivery.

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

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

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 the individual quote requests.

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 Good Industry Practice. Vendor shall exercise the degree of skill, diligence and prudence and those practices, method, specifications and standards of engineering, procurement, construction, equipment, safety, operation and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and experienced outside plant construction contractor and/or operator, in a project of the type and size similar to the Project.

6.4.1 Should Vendor not perform to Industry Standards (section 6.3), meeting Good Industry Practice (section 6.4) the ICN may immediately terminate this or other Contractual Agreements due to unsatisfactory Vendor performance.

6.5 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 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 & Performance Metrics. The following shall apply to each project awarded:

7.1.1.1 Payment tied to Performance. Vendor will perform as described in Schedule A and per Industry and ICN standards, under reasonable circumstances. The ICN shall withhold 100% of the fee specified in Section 7.2 of this 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 scope of work and deadlines established for the project. The ICN may at any time review Vendor's performance hereunder. Such reviews may be similar, but not limited to, requested project updates or site visit by ICN or its representative, inspection and or testing of the installed equipment and related network apparatus and utilization of a project completion check list. Vendor shall agree to provide all reasonable cooperation in the performance of such reviews.

7.1.1.3 Review, Deduction & Payment. Once the ICN has received Vendor notice of project completion as described in Schedule A, the ICN shall review the Vendor's performance history under the Agreement. If the ICN determines in good faith that Vendor's performance hereunder is unsatisfactory; the ICN may withhold partial payment until Vendor resolves the issue to the satisfaction of the ICN, or if the Vendor is unable or unwilling to resolve the issue, in a timely manner, ICN reserves the right to withhold the amount it cost ICN to rectify the issue from the final payment. If at the end of project completion, ICN finds the Vendor performance satisfactory, ICN shall pay the Vendor the 100% retainer upon receipt of the as-built documentation.

7.2 Pricing. The pricing matrix is described in Schedule B. The parties agree that Schedule B, 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 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.

7.4 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.

7.5 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.

7.6 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 at that the audit(s) reveals.

7.7 If Vendor fails to submit an invoice within 60 days after shipment of the goods or provision of the service pursuant to this Contract, the ICN shall be excused from any liability owing to the Vendor and shall not pay invoices submitted after the 60th day. Additionally, ICN must receive all fiscal year invoices no later than July 15. ICN shall be excused from any liability owing to the Vendor and shall not pay invoices submitted after July 15.

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	\$1 million
COMBINED SINGLE LIMIT	

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 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:

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.

12.1.5 Written Notice of Cancellation. The ICN shall provide Vendor with written notice of cancellation pursuant to this Section.

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.

12.3 Termination Upon Notice. Following 30 days written notice, the ICN may terminate this Agreement in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. Termination Upon Notice can be for any reason or no reason at all if it is in the best interests of the ICN.

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

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

12.4.2 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.

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

12.4.4 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.

12.4.5 Vendor terminates or suspends its business.

12.4.6 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.

12.4.7 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.

12.4.8 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.

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

12.4.10 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.

12.5 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:

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

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

12.5.3 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.

12.5.4 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.

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

12.6.1 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;

12.6.2 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;

12.6.3 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;

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

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

12.6.6 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.

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

12.8 Reduction of Resources. 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.

SECTION 13. LIQUIDATED DAMAGES.

13.1 General

13.1.1 The ICN and the Vendor agree that it will be extremely impractical and difficult to determine actual damages which the ICN will sustain. The goods and services to be provided under the Agreement are not readily available on the open market; and any breach by the Vendor will delay and disrupt the ICN's operations and will lead to damages. Therefore, the parties agree that the liquidated damages as specified in all the Sections below are reasonable and will remain reasonable as long as the Agreement is in force.

13.1.2 In no case shall liquidated damages be measured in terms of potential lost revenue or potential lost net profit to the ICN, unless and to the extent that the ICN determines or alternatively, that a court of competent jurisdiction determines that actual loss can be measured precisely and that the written liquidated damages provision is unreasonable and/or unenforceable as a matter of law.

13.1.3 Assessment of liquidated damages shall be in addition to and not in lieu of such other remedies as may be available to the ICN. Except and to the extent expressly provided herein, the ICN shall be entitled to recover liquidated damages under each Section applicable to any given incident.

13.2 Notification of Liquidated Damages. All assessments of liquidated damages shall be made by the ICN. Upon determination that liquidated damages are to or may be assessed, the ICN shall notify the Vendor of the assessment in writing.

13.3 Conditions for Determination of Liquidated Damages.

13.3.1 As determined appropriate by the ICN, the following are the performance standard(s) and conditions under which the Vendor may obtain relief from the continued assessment of liquidated damages that have been imposed.

13.3.1.1 Timely and Accurate Work.

13.3.1.1.1 Condition. Vendor shall complete all installation preparations as required, complete system testing to the ICN's reasonable satisfaction, pass ICN acceptance testing and comply with all other contractual requirements in effect to accomplish the purpose of this Agreement.

13.3.1.1.2 Damages The ICN may impose liquidated damages of \$100 per day after the time set for completion of the work to be performed under this Agreement for every day the work is not completed. The date for completion of work shall be fixed in the request for quote issued by the ICN for each job performed by the Vendor. In addition, the ICN may impose liquidated damages of \$50 per day for each and every failure to provide a deliverable pursuant to the agreed upon schedule or to comply with all other contractual requirements in effect, until such requirement is provided or performed.

13.3.1.1.3 Failure by the ICN. For purposes of imposing liquidated damages pursuant to the terms of this Section, damages will not be assessed in circumstances where the ICN, in its reasonable judgment, determines that the failure of performance by the Vendor is attributable to an act or omission of the ICN or its agents.

13.3.2 Except as waived in writing by the ICN, no liquidated damages imposed shall be terminated or suspended until the Vendor issues a written notice verifying the corrections of the condition(s) for which liquidated damages were imposed and all the Vendor corrections have been subject to verification at the discretion of the ICN.

13.3.3 If appropriate, the Vendor shall conduct systems testing of any correction as the ICN deems necessary. Such testing shall be developed jointly by the ICN and the Vendor and approved by the ICN including the test script, test environment and the test result.

13.3.4 The documentation necessary for verification and approval shall be determined by the ICN. The ICN shall be the sole judge of the accuracy of any documentation provided.

13.3.5 A Vendor notice of correction will not be accepted until the correction is verified by the ICN.

13.4 Severability of Individual Liquidated Damages. If any portion of the liquidated damages provisions is determined to be unenforceable in one or more applications, that portion remains in effect in all applications not determined to be invalid and is severable from the invalid applications. If any portion of the liquidated damages provisions is determined to be unenforceable, the other provision or provisions shall remain in full force and effect.

13.5 Waivers of Liquidated Damages. It is expressly agreed that the waiver of any liquidated damages due the ICN shall constitute a waiver only as to such liquidated damages and not a waiver of any future liquidated damages. Failure to demand payment of liquidated damages within any period of time shall not constitute a waiver of such claim by the ICN.

13.6 Payment of Liquidated Damages. The Vendor shall pay the ICN, as liquidated damages, the sums provided in Section 13.3.1.1 for each standard of performance the Vendor fails to meet until such standard is completed and accepted by the ICN. All assessed liquidated damages shall be deducted from any monies owed the Vendor by the ICN; and in the event the amount due to the Vendor is not sufficient to satisfy the amount of the liquidated damages, the Vendor shall have the damages deducted from subsequent invoices. Recovery of liquidated damages will be accomplished by either invoice deduction, lump sum payment or a combination thereof within thirty (30) days. At the ICN's sole option, the ICN may obtain payment of assessed liquidated damaged though one (1) or more claims upon the Performance Bond supplied by the Vendor.

13.7 Applicability of Liquidated Damages. The Vendor shall not be required to pay liquidated damages for delays solely due to matters as enumerated in the Section entitled Force Majeure or for time delays specifically approved by the ICN.

SECTION 14. CONTRACT ADMINISTRATION.

14.1 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 of Iowa for Federal or State tax purposes. The ICN will not withhold taxes on behalf of the Vendor (unless required by law).

14.2 Compliance with the Law and Regulations.

14.2.1 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.

14.2.2 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.

14.2.3 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.

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

14.2.5 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.

14.2.6 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.

14.3 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.

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

14.5 Choice of Law and Forum.

14.5.1 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.

14.5.2 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.

14.5.3 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 ICN or the State of Iowa.

14.6 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.

14.7 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.

14.8 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.

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

14.10 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.

14.11 Notices.

14.11.1 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]

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

14.11.2.1 At the time it is actually received; or,

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

14.11.2.3 Within five days after deposited the U.S. Mail in the case of registered U.S. Mail.

14.11.2.4 When verified by automated receipt or electronic logs if sent by facsimile or email.

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

14.11.4 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.

14.12 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.

14.13 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.

14.14 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.

14.15 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.

14.16 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.

14.17 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.

14.18 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.

14.19 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.

14.20 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.

14.21 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.

14.22 Additional Provisions. The parties agree that if a Schedule, Addendum, Rider or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

14.23 Use of Third Parties/Prime Vendor Responsibilities. The ICN acknowledges that the Vendor may Agreement with third parties for the performance of any of the Vendor's obligations under this Agreement. All subcontracts shall be subject to advance written approval by the ICN. 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.

14.24 3 Strike Policy: Vendor shall acknowledge that this policy will be used by the ICN in its efforts to resolve issues with vendor project performance.

14.24.1 Strike One - Upon identification of project issues, ICN or its representative shall meet with the partner/contractor/vendor to address the ICN's concerns, get input and agree on what needs specific attention. Don't leave this meeting/conversation until you have clearly articulated what needs to change and document what has been agreed upon (specific items for resolution and timeframe), then meet again after agreed upon resolution time frame, no later than 30 days (get it on the calendar) to review results.

14.24.1.1 If contractor "DID" perform the required correction within the time frame allotted, additional meeting is at the discretion of the ICN.

14.24.1.2 If contractor "DID NOT" perform the required correction, the Strike Two meeting is required.

14.24.2 Strike Two - Meet again to review the required actions from the Strike One Meeting. If these actions were not met, try to determine what happened and identify any remaining issues. Put any feedback in writing to avoid

any misunderstandings. Agree and document again on the desired change/outcome and schedule to meet again no later than 30-days to confirm resolution.

14.24.2.1 If vendor "DID" perform the required correction within the time frame allotted, no additional meeting should be required.

14.24.2.2 If vendor "DID NOT" perform the required correction, the Strike Three meeting is required.

14.24.3 Strike Three - If the specific items and resolution has not been met after the second required meeting, the partner/contractor/vendor will not be eligible for future contracts for one (1) year and will have all other awarded contracts not started, rescinded. After 3 strikes, partner/contractor/vendor is on the Vendor of Last Resort List for a one (1) year period.

14.25 RESERVED

14.26 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".

14.26.1 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.

14.26.2 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.

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

14.26.4 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" as described here.

14.27 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.

14.28 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.

14.29 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.

14.30 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 the State, in its sole discretion, determines that the Vendor's assignment of this Agreement to another person or entity is not in the State's best interests, the State may elect to terminate this Agreement with the Vendor without penalty upon thirty (30) days written notice to the Vendor.

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

14.32 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 the Contract.

SECTION 15. BONDS.

15.1 The Vendor may be required to post a performance bond for any job valued by ICN at \$5,000 or more. The amount of the bond will be determined solely by the ICN on a job-by-job basis based upon the value of work to be performed and an estimate of ICN's costs in the event there is a failure to perform. The bond shall be conditioned on the Vendor's full and faithful performance.

15.2 The Vendor shall pay the cost of the bond. In the event the Vendor fails to perform each material requirement of the job and this Agreement, including without limitation the Vendor's obligation to indemnify the ICN, pay liquidated damages or pay damages to the ICN, the performance bond shall be forfeited to the ICN. The Vendor warrants that it will maintain the required bond coverage determined by the ICN without any lapse in coverage.

15.3 The bond shall be in a form customarily used in the telecommunications industry and shall be written by a surety authorized to do business in Iowa that is acceptable to the ICN.

SECTION 16. BUSINESS DOWNTURN.

16.1 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 17. REDUCTION OF RESOURCES.

17.1 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.

17.2 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:

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

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

17.5 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 18. 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:

ATTACHMENT 2

**BID PROPOSAL COMPLIANCE FORM
RFP 23-050**

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 RFP. 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 RFP except as expressly stated below:

Chapter 1, Administrative Issues

Chapter 2, Contractual Terms & Conditions (includes Attachment 1)

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 RFP 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 RFP 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: _____

ATTACHMENT 3

**AUTHORIZATION TO RELEASE INFORMATION
RFP 23-050**

_____ (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 RFP, 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

ATTACHMENT 4

BID PROPOSAL SUBMITTAL FORM

RFP 23-050

Vendor providing a bid proposal must complete and submit each section of this Attachment as part of its bid proposal. Issuance of a Contract does not guarantee any minimum amount of work to the successful Vendor(s) but is being awarded as a convenience to the State for potential future needs.

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

Address: _____

Phone: _____ Fax: _____ E-Mail: _____

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

State of incorporation (if a corporation): _____

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

Number of Employees: _____

Local office address (if different from above): _____

Phone: _____ Fax: _____ E-Mail: _____

Identity of the Vendor's Accounting Firm: _____

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 Scheduling and Other Project Arrangements: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

ATTACHMENT 5

RFP 23-050

Vendor: _____

Vendor to select those ZONES it can provide the services contemplated by this RFP. Vendor may select up to 5 Zones but will only be awarded no more than 3 Zones and will only provide services in those Zones award (up to 3).

COUNTY					VENDOR CAN PROVIDE SERVICE (YES/NO)
NW ZONE					
LYON	OSCEOLA	DICKINSON	IDA	HUMBOLDT	
EMMET	KOSSUTH	WINNEBAGO	SAC	WRIGHT	
SIoux	OBRIEN	CLAY	CALHOUN	WOODBURY	
PALO ALTO	HANCOCK	PLYMOUTH	WEBSTER		
CHEROKEE	BUENA VISTA	POCAHONTAS	HAMILTON		
NE ZONE					
WORTH	MITCHELL	HOWARD	BLACK HAWK	BREMER	
WINNESHIEK	ALLAMAKEE	CERRO GORDO	BUCHANAN	HARDIN	
FLOYD	CHICKASAW	FAYETTE	DELAWARE	GRUNDY	
CLAYTON	FRANKLIN	BUTLER	DUBUQUE		
SW ZONE					
MONONA	CRAWFORD	CARROLL	FREMONT	MONTGOMERY	
GREENE	HARRISON	SHELBY	PAGE	ADAMS	
AUDUBON	GUTHRIE	POTTAWATTAMIE	TAYLOR	UNION	
CASS	ADAIR	MILLS	RINGGOLD		
CENTRAL ZONE					
BOONE	STORY	MARSHALL	DECATUR	LUCAS	
TAMA	DALLAS	POLK	WAYNE	MONROE	
JASPER	POWESHIEK	MADISON	APPANOOSE		
WARREN	MARION	MAHASKA	CLARKE		
SE ZONE					
BENTON	LINN	JONES	HENRY	LOUISA	
JACKSON	IOWA	JOHNSON	DES MOINES	WAPELLO	
CEDAR	CLINTON	MUSCATINE	DAVIS	JEFFERSON	
SCOTT	KEOKUK	WASHINGTON	VAN BUREN	LEE	

See Map Attached: OSP Contractors Zone Map.pdf

ATTACHMENT 6
RFP 23-050
UNIT PRICE SHEET

Vendor: _____

Vendor to provide unit rates below. Please note language describing unit rate inclusions for labor and materials required to complete service as requested at unit rate provided. Labor rates only unless specifically stated vendor provided materials (typically rock, mesh screen, etc.) If vendor is unable to perform, please indicate with NA in the Rate line item

HANDHOLE INSTALLATION <i>(SEE STANDARDS & TYPICALS ATTACHMENT: PAGE 3)</i>	Unit	Rate
<i>These units include, but are not limited to locating all existing utilities, installation of the following item or items by potholing to verify the suitability of the location for placement, excavation to the required depth for bedding materials and handhole, backfill, compaction, flush mounted lids, restoration of ROW to equal or better than original. Contractor supplied bedding material and screen, all other operations required for installation per ICN handhole typical. Concrete manhole set within pave areas will be negotiated due to varying conditions.</i>		
Rural Std 24x36x30	EA	
Rural Std 24x36x36	EA	
Rural Lg 48x30x36	EA	
Rural XL 72x30x18	EA	
Residential Std 24x36x30	EA	
Residential Std 24x36x36	EA	
Residential Lg 48x30x36	EA	
Residential XL 72x30x18	EA	
Urban Std 24x36x30	EA	
Urban Std 24x36x36	EA	
Urban Lg 48x30x36	EA	
Urban XL 72x30x18	EA	
FIBER INSTALLATION	Unit	Rate
<i>These units include, but are not limited to installation of fiber optic cable within HDPE, PVC, G.I.P. or other standard conduit (including rodding and roping, as required)</i>		
Existing Duct Rural	LF	
Existing Duct Residential	LF	
Existing Duct Urban	LF	
New Duct Rural	LF	
New Duct Residential	LF	
New Duct Urban	LF	
Pull each additional Fiber Rural	LF	
Pull each additional Fiber Residential	LF	

Pull each additional Fiber Urban	LF	
Blow through existing duct	LF	
Existing cable removal within conduit	LF	
EXPOSE AND/OR LOWER EXISING LIVE ICN CABLE	Unit	Rate
<i>These units are utilized where existing, live (active) ICN cable must be exposed and/or lowered in place.</i>		
Rural Expose Existing Live Cable	LF	
Rural Lower Cable 36" to 48"	LF	
Rural Lower Cable 36" to 60"	LF	
Rural Lower Cable 36" to 96"	LF	
Rural Lower Cable 36" to 120"	LF	
Residential Expose Existing Live Cable	LF	
Residential Lower Cable 36" to 48"	LF	
Residential Lower Cable 36" to 60"	LF	
Residential Lower Cable 36" to 96"	LF	
Residential Lower Cable 36" to 120"	LF	
Urban Expose Existing Live Cable	LF	
Urban Lower Cable 36" to 48"	LF	
Urban Lower Cable 36" to 60"	LF	
Urban Lower Cable 36" to 96"	LF	
Urban Lower Cable 36" to 120"	LF	
PLOWING	Unit	Rate
<i>These units include, but are not limited to locating all existing utilities, direct burying the specific item to a minimum depth of 42" compacting and leveling the plow slot, installation of warning signs, placing warning tape 12" below grade, replacing all items removed for plow operations, and restoration to equal or better condition than original, and all other operations required for installation. Contractor provided conduit to be quoted separately.</i>		
Rural Direct Bury Armored Cable	LF	
Rural Plow 1 ea 1.25" Duct	LF	
Rural Plow 2 ea 1.25" Duct	LF	
Rural Plow 3 ea 1.25" Duct	LF	
Rural Plow 1 ea 2" Duct	LF	
Rural Plow 2 ea 2" Duct	LF	
Rural Plow 3 ea 2" Duct	LF	
Residential Direct Bury Armored Cable	LF	
Residential Plow 1 ea 1.25" Duct	LF	
Residential Plow 2 ea 1.25" Duct	LF	
Residential Plow 3 ea 1.25" Duct	LF	

Residential Plow 1 ea 2" Duct	LF	
Residential Plow 2 ea 2" Duct	LF	
Residential Plow 3 ea 2" Duct	LF	
Urban Direct Bury Armored Cable	LF	
Urban Plow 1 ea 1.25" Duct	LF	
Urban Plow 2 ea 1.25" Duct	LF	
Urban Plow 3 ea 1.25" Duct	LF	
Urban Plow 1 ea 2" Duct	LF	
Urban Plow 2 ea 2" Duct	LF	
Urban Plow 3 ea 2" Duct	LF	
TRENCHING	Unit	Rate
<i>These units are utilized where existing conditions prohibit the use of other installation methods, i.e. plow or bore, as determined by the ICN Construction Manager. These units include, but are not limited to locating all existing utilities, excavating a trench to provide a minimum of 42" cover over the item placed, placing warning tape and signs, backfilling, compacting, and all other operations necessary to restore the area to original or better condition</i>		
Rural Open Trench	LF	
Rural Trench--Cable or One Duct	LF	
Rural Trench--Two Ducts	LF	
Rural Trench--Three Ducts	LF	
Residential Open Trench	LF	
Residential Trench--Cable or One Duct	LF	
Residential Trench--Two Ducts	LF	
Residential Trench--Three Ducts	LF	
Urban Open Trench	LF	
Urban Trench--Cable or One Duct	LF	
Urban Trench--Two Ducts	LF	
Urban Trench--Three Ducts	LF	
HORIZONTAL BORING – CONVENTIONAL DIRT DRILL	Unit	Rate
<i>These units include, but are not limited to locating all existing utilities, installation of the following item or items by conventional dirt drill directional boring methods to a depth of 42" or greater as determined by the ICN Construction Manager, the excavation, backfilling, and compacting of bore pits, restoration to equal or better condition than original, and all other operations required for installation. .</i>		
Rural 1 ea 1.25" conduit	LF	
Rural 2 ea 1.25" conduit	LF	
Rural 1 ea 2" conduit	LF	
Rural 2 ea 2" conduit	LF	
Rural 3 ea 2" conduit	LF	

Rural 1 ea 4" conduit	LF	
Rural 1 ea 2" GIP	LF	
Rural 2 ea 2" GIP	LF	
Residential 1 ea 1.25" conduit	LF	
Residential 2 ea 1.25" conduit	LF	
Residential 1 ea 2" conduit	LF	
Residential 2 ea 2" conduit	LF	
Residential 3 ea 2" conduit	LF	
Residential 1 ea 4" conduit	LF	
Residential 1 ea 2" GIP	LF	
Residential 2 ea 2" GIP	LF	
Urban 1 ea 1.25" conduit	LF	
Urban 2 ea 1.25" conduit	LF	
Urban 1 ea 2" conduit	LF	
Urban 2 ea 2" conduit	LF	
Urban 3 ea 2" conduit	LF	
Urban 1 ea 4" conduit	LF	
Urban 1 ea 2" GIP	LF	
Urban 2 ea 2" GIP	LF	
ROCK BORING - DIRT DRILL W/ ROCK HOUSING, MUD MOTOR, OR AIR HAMMER	Unit	Rate
<i>These units include, but are not limited to locating all existing utilities, installation of the following item or items by conventional dirt drill with rock attachment methods to a depth of 42" or greater as determined by the ICN Construction Manager, the excavation, backfilling, and compacting of bore pits, restoration to equal or better condition than original, and all other operations required for installation. .</i>		
Rural 1 ea 1.25" Conduit	LF	
Rural 2 ea 1.25" Conduit	LF	
Rural 1 ea 2" Conduit	LF	
Rural 2 ea 2" Conduit	LF	
Rural 3 ea 2" Conduit	LF	
Rural 1 ea 4" Conduit	LF	
Rural 1 ea 2" GIP	LF	
Rural 2 ea 2" GIP	LF	
Residential 1 ea 1.25" Conduit	LF	
Residential 2 ea 1.25" Conduit	LF	
Residential 1 ea 2" Conduit	LF	
Residential 2 ea 2" Conduit	LF	

Residential 3 ea 2" Conduit	LF	
Residential 1 ea 4" Conduit	LF	
Residential 1 ea 2" GIP	LF	
Residential 2 ea 2" GIP	LF	
Urban 1 ea 1.25" Conduit	LF	
Urban 2 ea 1.25" Conduit	LF	
Urban 1 ea 2" Conduit	LF	
Urban 2 ea 2" Conduit	LF	
Urban 3 ea 2" Conduit	LF	
Urban 1 ea 4" Conduit	LF	
Urban 1 ea 2" GIP	LF	
Urban 2 ea 2" GIP	LF	
ROCK BORING - DUAL ROD ROCK DRILL	Unit	Rate
<i>These units include, but are not limited to locating all existing utilities, installation of the following item or items by directional boring methods to a depth of 42" or greater within rock as determined by the ICN Construction Manager, the excavation, backfilling, and compacting of bore pits, restoration to equal or better condition than original, and all other operations required for installation. Rock Bore Definition: Defined by ICN where an All-Terrain Horizontal Directional Drilling machine with dual drill pipe, bits, housings, and back reamers—designed specifically for rock applications are required to complete the boring operation. Experienced operators capable of utilizing this equipment are also required. The ICN expects that the bidder owns and is able to operate the described equipment.</i>		
Rural 1 ea 1.25" Conduit	LF	
Rural 2 ea 1.25" Conduit	LF	
Rural 1 ea 2" Conduit	LF	
Rural 2 ea 2" Conduit	LF	
Rural 3 ea 2" Conduit	LF	
Rural 1 ea 4" Conduit	LF	
Rural 1 ea 2" GIP	LF	
Rural 2 ea 2" GIP	LF	
Residential 1 ea 1.25" Conduit	LF	
Residential 2 ea 1.25" Conduit	LF	
Residential 1 ea 2" Conduit	LF	
Residential 2 ea 2" Conduit	LF	
Residential 3 ea 2" Conduit	LF	
Residential 1 ea 4" Conduit	LF	
Residential 1 ea 2" GIP	LF	
Residential 2 ea 2" GIP	LF	
Urban 1 ea 1.25" Conduit	LF	
Urban 2 ea 1.25" Conduit	LF	

Urban 1 ea 2" Conduit	LF	
Urban 2 ea 2" Conduit	LF	
Urban 3 ea 2" Conduit	LF	
Urban 1 ea 4" Conduit	LF	
Urban 1 ea 2" GIP	LF	
Urban 2 ea 2" GIP	LF	
ROCK SAWING	Unit	Rate
<i>These units include, but are not limited to locating all existing utilities, installation of the following item or items by rock sawing methods to a depth of 42" or greater within rock as determined by the ICN Construction Manager, restoration to equal or better condition than original, and all other operations required for installation.</i>		
Rural 36-42 inches	LF	
Rural depth over 42 inches	LF	
Residential 36-42 inches	LF	
Residential depth over 42 inches	LF	
Urban 36-42 inches	LF	
Urban depth over 42 inches	LF	
BRIDGE AND BUILDING ATTACHMENTS (SEE STANDARDS & TYPICALS ATTACHMENT: PAGE 5)	Unit	Rate
<i>These units include, but are not limited to locating all existing utilities, installation of the following item or items by constructing bridge or building attachments. Materials to be provided by contractor and included in rate.</i>		
Rural Core Bore / Seal Up to 2"	EA	
Residential Core Bore / Seal Up to 2"	EA	
Urban Core Bore / Seal Up to 2"	EA	
Rural Core Bore / Seal 4" and larger	EA	
Residential Core Bore / Seal 4" and larger	EA	
Urban Core Bore / Seal 4" and larger	EA	
Rural Ext Bldg Attachment 3" GIP & Pull Box	EA	
Residential Ext Bldg Attachment 3" GIP & Pull Box	EA	
Urban Ext Bldg Attachment 3" GIP & Pull Box	EA	
Rural Bridge Attachments	LF	
Residential Bridge Attachments	LF	
Urban Bridge Attachments	LF	
ASPHALT & CONCRETE	Unit	Rate
<i>These units include but are not limited to the locating of all existing utilities, cutting and restoring pavement to grade per the original conditions and pavement thickness as required by the governing local authority, including the backfill and compaction of all base materials, and restoration to equal or better condition than original for surrounding area.</i>		
Asphalt Rural	Sq Ft	

Asphalt Residential	Sq Ft	
Asphalt Urban	Sq Ft	
Concrete Rural	Sq Ft	
Concrete Residential	Sq Ft	
Concrete Urban	Sq Ft	
INTERIOR DUCT INSTALLATION	Unit	Rate
<i>These units include, but are not limited to locating all existing utilities, installation of the following item or items by installation of interior conduit. Materials to be provided by contractor and included in rate.</i>		
Rural Plenum Duct	LF	
Residential Plenum Duct	LF	
Urban Plenum Duct	LF	
Rural 2" EMT and Int Pull Boxes	LF	
Residential 2" EMT and Int Pull Boxes	LF	
Urban 2" EMT and Int Pull Boxes	LF	
MISCELLANEOUS	Unit	Rate
Clear/Restore Right-of-Way	LF	
Grubbing	LF	
Place Warning Marker-Rural	EA	
Place Warning Marker-Residential	EA	
Place Warning Marker-Urban	EA	
Prep for placement of Locate Pedestal-Rural*	EA	
Prep for placement of Locate Pedestal-Residential*	EA	
Prep for placement of Locate Pedestal-Urban*	EA	
<i>*These units include labor and materials needed to install Locate Pedestal per ICN standard installation typical. Pedestal provided by ICN. All other required materials including, but not limited to: ground rod, ground lug, #6 bare solid copper ground wire, #12 tracer wire, conduit, and steel post provided by Contractor. (SEE STANDARDS & TYPICALS ATTACHMENT: PAGE 2)</i>		
Mobilization	LS	
Mobilization mileage adder (roundtrip from vendor office)	MILES	
Material Pick Up (ICN warehouse Des Moines)	EA	
Bore Logging	LF	
QA Personnel	HR	
Project Consultation	HR	
Line Verification (Locating)	LF	
Permitting/Easements	PER PROJECT	
Backhoe/Mini Excavator **	HR	
Trackhoe Excavator*	HR	

****These units include, but are not limited to the hourly rate for a backhoe or track hoe, operator, laborer and equipment required to transport backhoe and personnel to the job site**

AERIAL MAINTENANCE SERVICES	Unit	Rate
Aerial Crew Mobilization * (from contractor office)	HR	
Aerial Crew - Hourly Rate * (for labor not included under unit price items)	HR	
Pole Transfer - Straight Through	EA	
Pole Transfer - Not Straight Through - Re-framing	EA	
Cable Tagging per Pole (install cable identification tags on existing cable)	EA	
Riser Guard Installation PVC 1-1/2" to 2" up to 15' (contractor supplied materials)	EA	
Remove/Replace Existing Riser Guard	EA	
Relocate Aerial Slack - Strand/Lash or ADSS: distance based on length of move	LF	
Wreck-Out of Strand/Lash or ADSS cable - including disposal	LF	
Replace or New Anchor/Down Guy (contractor supplied materials)	EA	

***These units include, but are not limited to the hourly rate for an aerial crew bucket truck, operator, laborer and associated equipment to provide maintenance services on either strand/lash or ADSS network.**

NOTES ON VENDOR PROVIDED MATERIALS:

HDPE CONDUIT AND SPLICES:

1. HDPE SHALL BE ORANGE SMOOTH WALL SDR 13.5
2. DUCT SPLICES SHALL BE MADE OF THE FOLLOWING (IN ORDER OF PREFERENCE.)
 - ELECTROFUSION
 - CRIMP ON
 - CLAMP ON / BOLT ON (SPLIT COUPLINGS)
 - PUSH ON

3. ALL SPLICES SHALL BE AIR AND WATER TIGHT

4. DUCT SPLICES SHALL BE OF A TYPE MADE SPECIFICALLY FOR JOINING HDPE CONDUIT
5. ALL DUCT SPLICES SHALL BE MADE IN SUCH MANNER AS TO ALLOW CONTINUOUS PULLING OF CABLE THROUGH DUCT.

OSP FIBER CABLE

Single Mode, Single Armor, Gel Free, Loose Tube OSP cable (12-strand minimum, refer to Materials)
 Tensile Strength: 600 lb short term
 Attenuation: 0.35/0.25 dB at 1310/1440 nm

HANDHOLE(S):

Polymer Concrete (Quazite, New Basis, Martin, e.g.) 24"x36"x30" Tier 15
 Hybrid Polymer Concrete - Fiberglass (Oldcastle FRP, e.g.) 24"x36"x30" Tier 15

*OTHER CONTRACTOR PROVIDED MATERIAL(S):

Contractor shall supply all other materials required for proper installation, including but not limited to: HDPE, Duct Splices, Grounding and Tracer Wires, Rock, Wire Mesh, etc.

ANY EXCEPTIONS MUST BE AGREED UPON IN WRITING PRIOR TO CONSTRUCTION.

Provide attachment listing all equipment owned, leased or rented (state which)

Provide attachment listing all inventory normally stocked and available (Handholes, Duct, Splices, Cable, etc.)