

REQUEST FOR QUALIFICATIONS (RFQ)S (RFQ)



ISSUE DATE: **May 21, 2013**
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SUBMIT PROPOSAL/OFFER PRIOR TO:

CLOSING DATE: **June 28, 2013**
CLOSING TIME: **2:00 P.M. (local time)**

SUBMIT TO:

SEE Section 8.0
FAX/E-MAIL NOT ACCEPTED

DESCRIPTION:

**Construction Documents and Construction Administration
Services for The Jule Transit Facility Improvement Project**

RECEIPT OF PROPOSAL ACKNOWLEDGEMENT

If you are considering a response to this RFQ, please mark the box to the left, fill in the information below and return this sheet as a confirmation that you received this RFQ.

NO RESPONSE REPLY

If you do not want to respond to this RFQ at this time, please mark the box to the left, fill in the information below and return this sheet only.

COMPANY NAME:

DATE:

MAILING ADDRESS:

CITY/STATE:

ZIP CODE:

AUTHORIZED SIGNATURE:

PRINTED NAME:

TITLE OF AUTHORIZED REPRESENTATIVE:

EMAIL:

PHONE:

CITY OF DUBUQUE THE JULE

REQUEST FOR QUALIFICATIONS (RFQ)Q)

*The Jule Transit Facility
Improvement Project
City of Dubuque, Iowa*

May 21, 2013

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**Consultant Professional Services
Request For Qualifications (RFQ)**

May 21, 2013

1.0 INTRODUCTION

The City of Dubuque, Iowa is soliciting competitive sealed proposals from qualified professional consulting firms to complete a roof replacement and sprinkler system upgrade of the City's The Jule Transit Facility.

After a professional services agreement is negotiated, the City anticipates the design and construction phases for the project will take approximately two months in total. The selected Consultant will be expected to complete the contracted scope of work within the specified timeframe, under the general direction and coordination of the City's The Jule Department as authorized by the City Council.

2.0 PROJECT OBJECTIVES

The Jule Transit Facility roof, with the exception of the south section that was replaced in 2010 following storm damage, is over 30 years old and in need of replacement. As a result of the deteriorated roof and the age of the transit facility as a whole, a full inspection of the roof system including but not limited to roof trusses and sheeting, and the brick adjoining and exterior walls, is required. The consultant will generate a written inspection report detailing all required and all recommended work with preliminary cost estimates. The report will be utilized in the development of the plans and specifications for the roof replacement to be completed with this project.

The Jule Transit Facility's 2010 annual sprinkler system inspection identified the need to upgrade the system. All out-of-date sprinkler heads need to be replaced. Additional piping and sprinkler heads to protect areas under garage doors when open are required. All piping shall be inspected and any piping found to be deteriorated and/or undersized by current standards will require replacement. The consultant shall sub-contract with a licensed automatic sprinkler company to perform a standard "five year" inspection of the system and inspect and test all sprinkler system components. The consultant will generate a written inspection report based on its own inspection and the sprinkler company inspection detailing all required work including cost estimates to bring the system into compliance with all current and proposed fire code regulations. The report will include any recommended work including cost estimates for work not currently required for code compliance. The report will be utilized

in the development of the plans and specifications for the sprinkler system upgrade to be completed with this project.

Sustainable design practices should be applied to all aspects of the project. Value Engineering will be used throughout the design process to determine the extent of sustainable design practice implementation. Value Engineering will also be utilized on all other parts of the project as necessary to keep the project within budget.

This project has a Disadvantaged Business Enterprise (DBE) goal of 3.8%. The DBE goal for this project may be obtained through the use of subconsultants, contractors, subcontractors and/or suppliers. DBE firms included in this project must be certified by a government certifying agency as of the submittal deadline for each portion of this project (e.g. bid on roof replacement). The certification number, expiration date, certifying agency, gender, and ethnicity are to be shown for each DBE firm.

In summary, the City is seeking a Consultant to evaluate the existing building roof and related structural components, and sprinkler system, design and engineer all aspects of the improvement project, prepare construction documents, assist the City with bidding the project (roof replacement and sprinkler system upgrade), and serve as the project's Construction Administrator. Prior to the release of formal bid for the Roof Replacement portion of the project and the Sprinkler System Upgrade & Testing the Consultant will be required to perform two (2) separate Independent Cost Estimates (ICE) for the construction phases of the project: one ICE for the Roof Replacement portion and another/separate ICE for the Sprinkler Upgrade & Testing.

3.0 COMMUNITY BACKGROUND

The City of Dubuque is located on the Mississippi River in northeastern Iowa, adjacent to Illinois and Wisconsin. The City is approximately 30 square miles in area, with a population of approximately 58,000 people. The City's annual operating and capital budget is nearly \$149 million and funds a full range of services. The City's web site is www.cityofdubuque.org.

The community has a stable and diversified manufacturing base and a growing service sector. Dubuque is the major retail, medical, education and employment center for the tri-state area. Tourism continues to be a major economic force in the community. City government works in collaboration with the private sector to promote economic development. The job creation and unemployment numbers show that Dubuque is growing steadily in the current economic climate. Dubuque's construction numbers reveal an even more encouraging picture. The City has formed strong relationships with the local business community to promote continued economic growth and success.

4.0 PROJECT SCOPE OF SERVICES

The following outline represents the minimum components for providing architectural/engineering and construction management services for The Jule Transit Facility Improvement Project. The Consultant should describe the means or strategy by which they will satisfy the Scope of Services, or at the Consultant's preference provide an alternative or second additional hybrid strategy that would improve the results of the project. If a hybrid strategy is being recommended by the Consultant, the Consultant should detail what

processes and methods would be used to make the project better. The design, engineering and construction budget for this project has been established with a non-expandable funding amount of **\$257,800, 95% of which is to be used towards the roof replacement portion of the project and 5% towards the sprinkler system portion of the project.**

4.1 – Project Management & Accounting

- 4.1.1 The Consultant shall identify one person to serve as the Project Manager for this project. The Project Manager shall be the leader of this effort and is expected to ensure that the project scope, schedule and Total Project Cost (TPC) budget are being monitored and adhered to at all times during the design and construction of the project. One of the Project Manager's prime responsibilities is to track and facilitate solutions for any issues that may arise during the design and construction phases. Additionally, the Project Manager shall serve as the primary point of contact for all exchange of information between the City and the Consultant.
- 4.1.2 The Project Manager shall maintain an updated, Work Breakdown Structure (WBS)/task outline for the duration of the design and construction phases. The WBS shall contain line items for all major deliverable components of the project and any significant subcomponents along with the budgeted amount of fee associated with each task listed. Project Management shall be listed as a separate task on the WBS. The Project Manager shall track on the WBS the amount of work accomplished for each task that listed.
- 4.1.3 The Project Manager shall maintain an updated project schedule for the duration of the design phase based on the tasks listed in the WBS. The Project Manager shall be responsible for reviewing and monitoring the Contractors project schedule during construction.
- 4.1.4 The Project Manager shall maintain an updated Total Project Cost (TPC) budget for the duration of the project. The TPC budget shall be completed using the best available information at the time of each submittal in order to provide an estimated total cost for all components of the project. The budget shall include estimated construction costs and all direct costs and reimbursable expenses for the Consultant, Sub-consultants and the City.
- 4.1.5 The Project Manager will complete and submit to the City's Project Manager for review and approval prior to release of formal bid(s) for construction portions of the project, two (2) separate Independent Cost Estimates (ICE): one for the Roof Replacement portion of the project and the other for the Sprinkler System Upgrade & Testing project of the project.
- 4.1.5 During the design and construction phases of the project, the Project Manager shall submit to the City's Project Manager, who is the Director of Transit Operations at The Jule, a bulleted progress report for the project. The summary shall only contain a list of major events that have occurred since the last report submittal, along with a list of work that will be accomplished in the upcoming weeks and a list of critical items that need immediate attention.

- 4.1.6 The Project Manager shall oversee, ensure and document compliance with the Davis-Bacon and Related Acts (DBRA) as required by State and Federal law (see Appendix E).
- 4.1.7 A Disadvantaged Business Enterprise (DBE) goal has been established for the contract(s); this amount of this goal is listed on page 41 of this RFQ (3.8% of total construction cost). It is the prospective Project Manager's responsibility to make a sufficient portion of the work available to subconsultants, contractors, subcontractors and/or suppliers to meet the goal, consistent with the availability and capacities of DBE firms.

4.2 - Project Manager Deliverables

The following is a list of requirements that shall be provided throughout the project.

- 4.2.1 The Project Manager shall submit by electronic mail a copy of the WBS to the City's Project Manager on a weekly basis. The WBS shall be submitted every Tuesday. On the day of submittal, the Project Manager shall be available for approximately 15 minutes by phone to discuss the progress made on individual tasks.
- 4.2.2 The Project Manager shall submit an updated electronic copy of the project schedule every Tuesday. This submittal is required during the design and construction phases.
- 4.2.3 The TPC budget shall be submitted to the City's Project Manager in an electronic file format on the first and third Tuesday of each month.
- 4.2.4 The Project Manager shall submit the progress report every Tuesday. The summary shall be submitted by electronic mail and be less than a single page in length.
- 4.2.5 The Project Manager shall keep records demonstrating the appropriate oversight of the Davis-Bacon Act work, and will submit a report regarding any/all Davis-Bacon activity on the first and third Tuesday of each month.

4.3 – Pre-Design Phase

- 4.3.1 Visit with the City's Project Manager to gain understanding of The Jule Transit Facility needs to be included in this RFQ.
- 4.3.2 Conduct a review of The Jule Transit Facility building, including but not limited to roof structure, building interior walls and envelope, and sprinkler systems and submit inspection reports that detail the existing condition of the roof and sprinkler systems. The reports should be formatted to contain a prioritized list of required and recommended infrastructure improvements that includes preliminary cost estimates for each item on the list.
- 4.3.3 Submit a brief technical memorandum that lists all Federal, State and City reviews, permits and approvals that are required as part of the design and construction of the project. The memorandum should detail how any specific review, permit or approval may complicate or delay the completion of the project.

4.3.4 Key members of the Consultant project team will lead a project kick-off/scope review meeting. The meeting will be held prior to the commencement of the schematic design phase and will involve The Jule and City staff. At the meeting, the project team will confirm that they have a clear understanding of the project scope by reviewing the information collected under Sections 4.3.1-3 and receiving feedback from The Jule and City staff.

4.4 – Design Phase

4.4.1 Schematic Design Services - The Consultant shall provide design services as necessary to develop a schematic design that incorporates all aspects of the project scope. Schematic design plans and an updated statement of probable Total Project Cost shall be submitted to the City's Project Manager for review and comment.

4.4.2 Design Development Services - The Consultant shall provide design services as necessary to create final design development plans and contract documents that incorporate all aspects of the project scope including any value engineering changes. Design development documents and an updated statement of probable Total Project Cost shall be submitted to the City's Project Manager for review and comment. Additional submittals shall include a Building Code Report and Fire Code Report which shall list applicable section numbers of the code, items included in this project that are covered by each code section, summarized code requirements for each code section and comments relating to any code interpretations. The plans and specifications must be prepared in compliance with the Federal Transit Authority (FTA) and Iowa Department of Transportation/Office of Public Transit (AI DOT/OPT) regulations. The plans and specifications must be approved by The Jule, the City's Building Services Department and the Fire Marshall as well as any other required regulatory agency for proposed work. The project will be bid and constructed in accordance with local, state and federal guidelines.

4.4.3 Construction Document Services - The Consultant shall provide design services as necessary to create final construction document plans and contract documents that incorporate all aspects of the project scope including any previous value engineering changes. 90% Construction Documents Package and an updated statement of probable Total Project Cost shall be submitted to the City's Project Manager for review and comment. Additional requirements include an on-board final and specification review meeting with the City project team.

4.5 – Construction Phase

4.5.1 Bidding Services - The Jule Transit Department will manage the public bidding phase of the project and the Consultant will provide assistance by:

- Developing a list of potential contractors or suppliers. This list shall include a list of any/all Disadvantaged Business Enterprise (DBE) contractors, subcontractors or suppliers certified by the Iowa Department of Transportation that may be used in this project.
- Compile the bid package using American Institute of Architects (AIA) standard format, and incorporate Iowa Department of Transportation/Office of Public Transit and/or City of Dubuque standard public bidding contract documents and other applicable City general terms and conditions.

- Answer questions from Contractors.
- Organize and lead pre-bid informational meeting.
- Prepare pre-bid addenda as required.
- Attend the bid opening; prepare evaluation of bids and recommendation for award of contract.

4.5.2 Construction Administration Services - The Consultant shall be responsible for the following services:

- Furnishings purchase coordination.
- Attend pre-construction meeting.
- Monitoring of all construction activities and assist with coordination if required.
- Attend periodic construction coordination meetings.
- Observe and evaluate the Contractor's quality of work.
- Answer questions during construction on the interpretation and intent of the plans and specifications.
- Review and approve material sources and shop drawings.
- Review and processing of payment applications by contractors.
- The Engineer/Architect shall review requests for changes, process and log Requests For Information, issue, log and assist in negotiating Contractor Proposal Requests, issue and log Construction Change Directives and based on all of the previous, submit recommendations to the City, and, if they are accepted, process Construction Change Orders.
- On-site performance/coordination of materials testing and technical inspections services as necessary.
- Project schedule monitoring.
- Construction budget monitoring.
- Verification and monitoring of any/all DBE participation in the project.
- Semi-final inspection with City's Project Manager and Contractor and punch list creation.
- Actively monitor and report on punch list progress.
- Actively monitor compliance with all provisions of the Davis-Bacon and Related Acts (DBRA), which include proper payment of all labor at or above prevailing wages as determined by the Department of Labor. Towards this end all contractors and subcontractor will be required to submit certified payrolls weekly to the Project Manager and will be required to provide access to their employees for interviews to determine Davis-Bacon Act compliance. Davis-Bacon Act requirements are found in Appendix E.
- Actively monitor any/all use of DBE in the project to ensure compliance with federal and state regulations.
- Review and coordinate proper contractor submittal of Project Record Drawings.
- Issue Certificate of Substantial Completion.
- Observe the contractor's final testing and start-up of utilities, operational systems and equipment.
- Secure, review and transmit to the City's Project Manager any and all warranties, maintenance manuals and similar submittals as required in the project specifications.
- Project closeout.

5.0 USE OF CITY RESOURCES

5.1 - Requesting Use of City Resources for Preparation of the RFQ Response

- All information requests shall be directed to the City's Project Manager as detailed in Section 7.0 of this Request For Qualifications (RFQ). All Consultants should note that directly contacting other City of Dubuque staff or any of the Selection Committee members shall be considered inappropriate and grounds for disqualification.

5.2 - Material Available for the RFQ Response

- The City's Project Manager will make access to the building available for interested Proposers. Site visits must be scheduled in advance by making an appointment.

5.3 - City Resources Available to the Consultant for use During the Project

- The City's Project Manager will make staff contact/resources persons available in the Building Services, Fire Marshal, and any other Departments deemed necessary.

6.0 INFORMATION TO BE INCLUDED IN THE PROPOSAL

The Proposal should address all of the points outlined in this RFQ excluding any cost information which shall be included in a separate sealed envelope labeled "Proposal Cost Estimate". The Proposal should be prepared simply and economically, providing a straight-forward, concise description of the Consultant's capabilities to satisfy the requirements of this RFQ.

To simplify the review process and to obtain the maximum degree of comparability, the proposal shall include the following information and shall be organized in the order and manner specified below. While additional data may be presented, the following subjects must be included. They represent the minimum criteria against which the proposal will be evaluated.

Letter of Transmittal

Provide a letter of transmittal briefly outlining the Consultant's understanding of the work and list the Project Manager's name, address, office telephone number, mobile telephone number and e-mail address. The name that is provided for the Project Manager will be used as the primary contact person during the RFQ evaluation process.

Index

The proposal shall contain a table of contents that delineates each section and the corresponding page number.

Profile of Firm

Briefly provide general information about the Firm, along with its areas of expertise as it relates to this RFQ. Describe the experience and success of the Firm in performing similar projects. State the size of the Firm, the total size of the Firm's professional staff, the location of the office where the work on this project will be performed, and the size of the Firm's professional staff at the office where the work on this project will be performed.

Discuss the Consultant's ability to integrate this project into their present workload. Include a statement to specify if the Consultant currently has the capacity to undertake the project or

whether it intends to hire additional staff or partner with subconsultants.

Scope of Services

Describe the means or strategy by which the Consultant would satisfy the scope of services for the currently approved budget as listed in Section 4.0.

Include a basic work plan that delineates the Consultant's approach to the completion of the project. The work plan, at a minimum, should include those components outlined in Section 4 of this RFQ. The Consultant should indicate in the work plan those aspects that are expected to be completed by City staff.

Highlight any parts of the work plan that will reflect the Consultant's unique philosophy or insight regarding the approach to this project and how this approach positively impacts the successful completion of the project.

Describe the means or strategy by which the Consultant would satisfy the Scope of Services.

Must submit completed FTA and/or IA DOT/OPT required assurances and certifications form and DBE form as found in Appendix E.

Project Team Qualifications

Provide the names of all members of the project team associated with this project. Specifically identify the supervisory and management staff including principals, the project manager, and technical experts who would be assigned to this project. For each project team member, provide their qualifications and experience. Include any relevant training and continuing or professional education.

Include a flow chart that shows the communication path between the City's Project Manager and Consultant. Include all project team members on the flow chart and show the supervisory relationship between all members of the team. Be sure to include all subconsultant staff on the project team flow chart.

Provide the name and location of other subconsulting firms that would be used by the Consultant during the project and the approximate percentage of the work that would be performed by each of these firms. Provide the qualifications and experience of all subconsultant staff working on the project.

Provide the name and location of any Disadvantaged Business Enterprise (DBE) firms that would be used by the Consultant during the design portion of this project and the approximate percentage of the work that would be performed by each of these firms. Provide the qualifications and experience of all DBE firms as well as their current DBE Certification number.

In submitting the Proposal, the prospective Consultant is representing that each person listed or referenced in the proposal shall be available to perform the services as described. The Project Manager, principals, management, and other project team staff may be changed in accordance with the requirements described in Appendix D, Section 3 - Substitution of Project Team Members.

Describe the experience and success of the project team members proposed for the Dubuque project, in performing similar projects. Specifically list any experience and success designing and/or overseeing commercial building roof replacement and updating of sprinkler systems in Dubuque, Iowa area and/or for municipalities similar to Dubuque.

Provide at least 3 client references (include individual contact names and telephone numbers) for similar projects that have been completed by the Consultant in the last five (5) years. List the names of individuals on the project team proposed for this project who have worked on the client reference projects.

Proposed Project Schedule

Provide a project schedule outlining the time durations and estimated completion dates for each major component of the proposed scope of work. The schedule should list all deliverables that are required throughout the project.

Understanding of Final Contract Terms

The Proposer should provide a statement that indicates they have read and understand Appendix C – “City of Dubuque Contract Terms and Conditions”, and agree to include the clauses that are listed in Appendix C in the final signed contract. Any exceptions to the Contract Terms and Conditions by the Consultant must be clearly stated in the submitted Proposal.

Certificate of Insurance

The Consultant should provide a statement indicating that they are able to meet the City’s insurance requirements for professional services. (See attached Insurance Schedule C – Appendix D.) Submittal of insurance documents as part of this RFQ is not required.

Fees and Compensation

Provide a proposed fixed cost, plus reimbursable expenses budget for each strategy proposed to complete the requested scope of services. Breakdown costs by major scope element and include a list of hourly rates for personnel assigned to the project.

Quotation of fees and compensation shall remain firm for a period of at least 90 days from the RFQ submission deadline.

Remember to separate the proposed budget from the other portion of the RFQ submittal. Initial screening will be based on qualifications only, and done without knowing the Consultant's proposed fee for services in accordance with the Brooks Act.

7.0 PROPOSAL QUESTIONS AND ANSWERS

If you have any questions concerning this proposal, please submit your requests to the City’s designated Project Manager. The City has made considerable efforts to ensure an accurate representation of information in this RFQ. Each Proposer is urged to conduct its own investigations into the material facts provided.

No answers given in response to questions submitted shall be binding upon this RFQ unless released in writing (letter, fax or email) as an officially numbered and titled addendum to the RFQ by the City of Dubuque.

Any questions concerning this proposal must be received on or before 2:00 p.m. CDT on April 24, 2013. Any inquiries received after this date will not be answered. When submitting a question to the City's Project Manager, please include the appropriate Consultant contact information.

From the date of issuance of the RFQ until final City action, the Proposer shall not discuss the RFQ with or contact any other City of Dubuque staff or any of the Selection Committee members except as expressly authorized by the City's Project Manager identified in this section (Section 7.0). Violation of this restriction will be considered a violation of the rules and be grounds for disqualification of the Consultant's proposal.

Project Manager Contact information is as follows:

Matt Specht, East Central Intergovernmental Association (ECIA)
The Jule, City of Dubuque
Phone: 563.589.4341
7600 Commerce Park
Dubuque, IA 52002
Fax: 563.556-0348
E-mail: mspecht@ecia.org

8.0 SUBMISSION REQUIREMENTS

Before submitting a proposal, each Consultant shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the Proposer will rely.

PROPOSAL SUBMITTAL INFORMATION

- Submittal Deadline: June 28, 2013 on or before 2:00 p.m. CST
- Submittal Location: Kevin Firnstahl, City Clerk
City of Dubuque
ATTN: Transit Department
50 West 13th Street
Dubuque, Iowa 52001-4864
- Submittal Contact & Mailing Address: Matt Specht, ECIA
The Jule, City of Dubuque
7600 Commerce Park
Dubuque, Iowa 52002
- Submittal Copies: Six (6) sets of the proposal shall be provided.

Submit one (1) original signed proposal, five (5) copies and also an electronic .pdf version, all labeled The Jule Transit Facility Improvement Project.

Submitted proposals must be in delivered in printed format with the exclusion of the one required .pdf version. The .pdf version shall be submitted on a compact disk along with the proposal hardcopies. No faxed or e-mail proposals will be accepted. The proposal must be a

document of not more than twelve (12) numbered 8-1/2 x 11-inch pages, with the exception of the project schedule which may be presented in 11 x 17-inch format, and not including the letter of transmittal, index, dividers and the front and back covers, IA Department of Transportation (IA DOT)/Office of Public Transit (OPT) and/or Federal Transit Administration (FTA) required assurances and certifications forms. Proposals should not include any pre-printed or promotional materials. **Any proposals exceeding 12 numbered pages will not be considered.**

Each addendum shall be acknowledged in the Letter of Transmittal by providing the addendum number and title. Failure to acknowledge each addendum will be considered grounds for possible disqualification. It is solely the Consultant's responsibility to ensure that all addendums to this RFQ have been received before submitting the proposal.

The original proposal document shall be signed in blue ink by an officer of the Firm who is authorized to legally bind the Proposer to its provisions. Proposals are to contain a statement indicating the period during which the proposal will remain valid. A period of not less than ninety (90) calendar days from the proposal closing date is required. Failure to comply with the above requirements shall be considered grounds for possible disqualification.

Each Consultant assumes full responsibility for delivery and deposit of the completed proposal package on or before the deadline. Any proposals received after the submittal deadline will not be considered, and will be returned unopened to the Proposer. The City of Dubuque is not responsible for any loss or delay with respect to delivery of the proposals.

The City of Dubuque is not liable for any costs incurred by any Consultant prior to the execution of an agreement or contract, nor shall the City of Dubuque be liable for any costs incurred by Firms that are not specified in any contract. All results from this project will remain the property of the City of Dubuque.

Upon receiving this RFQ, we request that you complete the "Receipt of Proposal Acknowledgement" – "No Response Reply" information contained on the first page of this document and return it to the City's Project Manager by mail, fax or email so the City can ensure that each Consultant has received this Request For Qualifications (RFQ).

The City of Dubuque appreciates your time and consideration of this RFQ.

Sincerely,

Barbara Morck, Director of Transit Operations
The Jule / ECIA
Transit Department
City of Dubuque

***The Jule Transit Facility
Improvement Project
City of Dubuque, Iowa***



***Consultant Professional Services
For Qualifications (RFQ)***

May 21, 2013

Appendix A

Consultant Evaluation and Selection Process

INITIAL EVALUATION CRITERIA

Proposals will be screened to ensure that they meet the minimum requirements of the proposal format. A selection committee will review qualifying proposals and select Firms for placement on the consultant short-list for the project. The following criteria are among those that will be used to initially evaluate submitted proposals.

1. A high level of professional competence and a proven track record in the preparation of building renovation projects or similar:
 - a. Qualifications and experience of the Consultant and any subconsultants.
 - b. Demonstration of the project team's professional expertise and technical abilities.
 - c. If a joint venture with subconsultants, the track records of the Firms experience working together.
 - d. Experience of the Consultant working on municipal projects.
 - e. Experience of the Consultant working on municipal projects in Iowa.
2. Quality and completeness of the written proposal. The proposal should clearly demonstrate understanding of the City's overall objectives for replacement or repair of roof membranes and working with wet sprinkler systems.
3. Design approach/methodology in completing scope of services such as:
 - a. Grasp of project requirements and level of interest in the project.
 - b. Creativity and problem solving ability.
 - c. Ability of Consultant team to demonstrate initiative, motivation and knowledge as an indication of their desire to work with the City of Dubuque.
4. Proposed schedule required to complete project.
5. Percentage of proposed attainment of the stated DBE goal through use of contractors, subcontractors or suppliers of goods in the construction portion of this project.
6. Inclusion of all the required and fully completed Certifications and Assurances with response.

CONSULTANT SHORT-LIST EVALUATION CRITERIA

A selection committee may choose to interview one or all of the short-listed Firms. Both the original submitted proposal and the results of any Consultant interviews will be used to select the final Consultant for the project. The following criteria are among those that will be used to evaluate the Consultants on the short-list.

1. A high level of professional competence and a proven track record in the preparation of building renovation projects or similar:
 - a. Qualifications and experience of the Consultant and any sub-consultants.
 - b. Demonstration of the project team's professional expertise and technical abilities.
 - c. If a joint venture with subconsultants, the track records of the Firms experience working together.
 - d. Experience of the Consultant working on municipal projects.

- e. Experience of the Consultant working on municipal projects in Iowa.
 - f. Experience of the project team working with the public and other project stakeholders in designing and constructing building renovation projects.
 - g. Overall success of past projects completed for the City of Dubuque.
2. Quality and completeness of the written proposal. The proposal should clearly demonstrate understanding of the City's overall objectives for the improvements to The Jule Transit Facility for the City of Dubuque.
 3. Design approach/methodology in completing scope of services such as:
 - a. Grasp of project requirements and level of interest in the project.
 - b. Creativity and problem solving ability.
 - c. Ability of Consultant team to demonstrate initiative, motivation and knowledge as an indication of their desire to work with the City of Dubuque.
 4. Responsiveness and compatibility between the Consultant and City:
 - a. General attitude and ability to communicate.
 - b. Ability of the Consultant to maintain a high level of direct interaction and communication with City staff.
 - c. Ability to listen, be flexible, and follow and/or implement direction and/or ideas or concepts.
 - d. How the Consultant team interacts with the general public, City staff, and public officials.
 5. Proposed schedule required to complete project.
 6. Cost of The Jule Facility Improvement Project for the City of Dubuque in relationship to the services offered.

SELECTED CONSULTANT - FEE NEGOTIATION PROCESS

Upon the successful completion of the Consultant review process, the RFQ Selection Committee (through the Director of Transit Operations) will submit a request for concurrence for the awarding of the contract to the highest ranked Consultant to the Iowa Department of Transportation/Office of Public Transit (IA DOT/OPT). Upon receiving said concurrence the Selection Committee will then recommend to the City Manager the awarding of a contract to the highest ranked Consultant. The Selection Committee will also request authority to negotiate with the recommended Consultant a final scope of work and fee structure for the project.

After authority is granted to negotiate an agreement and execute a contract with a Consultant, the Consultant shall prepare an industry standard Work Breakdown Structure (WBS) to reflect the Firm's approach to the completion of the project. The WBS, at a minimum, should include work tasks for each of the components outlined in the RFQ, a separate line item for each deliverable, and list project management as a separate task. No individual task on the WBS shall have a total value exceeding \$10,000. The Consultant shall indicate in the WBS the work tasks that will be completed by City staff.

The format of the WBS shall summarize the fixed fee for each task listed, plus individually list in a separate section any associated reimbursable expenses that would specifically relate to this project. An example WBS can be obtained from the City if desired.

Once the selected Consultant has prepared the WBS, the City and the Consultant will meet and the final scope of work for the project will be negotiated by joint revision to the WBS in order to best meet the goals of the project while considering available funding. During the negotiation process, tasks to be completed by City staff, work reassignment to different project team members, and the addition or elimination of tasks may be modified on the WBS in order to achieve the best overall results for project.

The selected Consultant shall be responsible for updating the WBS to reflect any changes that were agreed to during negotiations. After the final scope of services has been determined, a fee has been negotiated, and the WBS has been finalized, the Consultant shall incorporate the WBS into the contract documents being prepared for signature.

If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offerer. Otherwise, negotiations with the offerer ranked first shall be formally terminated and negotiations commenced with the Consultant ranked second, and so on until a contract can be negotiated that is acceptable to the City.

Upon the successful completion of contract negotiations, the selection committee shall recommend that the City Manager execute a contract with the successful Consultant. The City Manager will in turn make a decision to execute the contract or request the Dubuque City Council make a final determination to award and execute the contract with a Consultant.

Payment for Work: The Consultant awarded the contract shall be paid once monthly. The invoiced amount shall be based on the Earned Value of the percent work completed as reported on the most recently updated and submitted WBS.

***The Jule Transit Facility
Improvement Project
City of Dubuque, Iowa***



***Consultant Professional Services
Request For Qualifications (RFQ)***

May 21, 2013

Appendix B

RFQ Rules and Protest Procedure

MINOR IRREGULARITIES

The City reserves the right to waive minor irregularities in submitted proposals, providing such action is in the best interest of the City. Minor irregularities are defined as those that have no adverse effect on the City's best interests, and will not affect the outcome of the selection process by giving the prospective Consultants an advantage or benefit not enjoyed by other prospective Consultants.

EXCEPTIONS

Proposer exceptions to any part of the requirements stated in this request must be clearly identified as exceptions and noted in the letter of transmittal and in the submitted project cost estimate.

RANKING OF THE PROPOSALS

No debriefings or scoring information shall be released before the City Manager or City Council has recommended that a contract be negotiated with the recommended Firm. However, after authorization has been granted to negotiate a contract, all contents of the submitted proposals shall become public information.

DEFINITIONS

The City has established for the purposes of this RFQ that the words "shall", "must", or "will" are equivalent in this RFQ and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City's sole discretion, the deficient response is not in substantial accord with this RFQ's mandatory conditions requirements.

The words "should" or "may" are equivalent in this RFQ and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a proposal, but may result in being considered as not in the best interest of the City.

DISPUTES/EXCEPTIONS

Any prospective Proposer who disputes the reasonableness or appropriateness of any item within this RFQ document, any addendum to this RFQ document, notice of award or notice of rejection shall set forth the specific reason and facts concerning the dispute, in writing, within five (5) business days of the receipt of the proposal document or notification from the City. The written dispute shall be sent via certified mail or delivered in person to the point of contact set forth in Section 7.0, who shall review the written dispute and work with the City Manager to render a decision which shall be considered final.

***The Jule Transit
Facility Improvement Project
City of Dubuque, Iowa***



***Consultant Professional Services
Request For Qualifications (RFQ)***

May 21, 2013

Appendix C

City of Dubuque Contract Terms and Conditions

TERMS AND CONDITIONS

The following clauses shall be included in the final signed contract:

1. CONSULTANT'S ENDORSEMENT ON PLANS.

The **Consultant** shall endorse the completed computations prepared under this Agreement, and shall affix thereto the seal of a licensed professional engineer, or licensed professional architect, licensed to practice in the State of Iowa, in accordance with the current Code of Iowa.

2. CHANGE IN SCOPE OF SERVICES.

No change in scope shall be permitted during this project without the prior written agreement of both parties and the WBS being updated.

3. SUBSTITUTION OF PROJECT TEAM MEMBERS.

The Project Manager, partners, management, other supervisory staff and technical specialists proposed for the project may be changed if those personnel leave the **Consultant**. These personnel may also be changed for other reasons however, in either case, the **City** retains the right to approve or reject the replacements and no replacements shall begin working on the project without the express, prior written permission of the City of Dubuque.

4. INSURANCE.

Consultant shall at all times during the performance of this Agreement provide insurance as required by the attached Insurance Schedule.

5. INDEMNIFICATION.

To the fullest extent permitted by law, **Consultant** shall indemnify and hold harmless the **City** from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the **Consultant**, **Consultant's** subcontractor, or anyone directly or indirectly employed by **Consultant** or **Consultant** subcontractor or anyone for whose acts **Consultant** or **Consultant's** subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

6. ERRORS & OMISSIONS.

In the event that the work product prepared by the **Consultant** is found to be in error and revision or reworking the work product is necessary, the **Consultant** agrees that it shall do such revisions without expense to the **City**, even though final payment may have been received. The **Consultant** must give immediate attention to these changes so there will be a minimum of delay during construction. The above and foregoing is not to be constructed as a limitation of the **City's** right to seek recovery of damages for negligence on the part of the **Consultant** herein.

7. OWNERSHIP OF ENGINEERING DOCUMENTS.

All sketches, tracings, plans, specifications, reports on special studies and other data prepared under this Agreement shall become the property of the **City** and shall be delivered to the **Project Manager** upon completion of the plans or termination of the services of the **Consultant**. There shall be no restriction or limitations on their future use by the **City**, except any use on extensions of the project or on any other project without written verification or adaptation by the **Consultant** for the specific purpose intended will be the **City's** sole risk and without liability or legal exposure to the **Consultant**.

The **City** acknowledges the **Consultant's** plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the **City** upon completion of the services and payment in full of all moneys due to the **Consultant**.

The **City** and the **Consultant** agree that any electronic files prepared by either party shall be convertible to Adobe Acrobat AND AutoCAD 2013. Any change to these specifications by either the **City** or the **Consultant** is subject to review and acceptance by the other party. Additional efforts by the **Consultant** made necessary by a change to the CADD software specifications shall be compensated for as Additional Services.

The **City** is aware that significant differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by the **Consultant** and electronic files, the signed construction documents shall govern.

The **City** may reuse or make modifications to the plans and specifications, or electronic files while agreeing to take responsibility for any claims arising from any modification or unauthorized reuse of the plans and specifications.

8. SUBLETTING, ASSIGNMENT OR TRANSFER.

Subletting, assignment, or transfer of all or part of the interest of the **Consultant** in this Agreement is prohibited unless written consent is obtained from the City and approved by the City, including the sprinkler contractor .

***The Jule Transit
Facility Improvement Project
City of Dubuque, Iowa***



***Consultant Professional Services
Request For Qualifications (RFQ)***

May 21, 2013

Appendix D

Insurance Requirements

City of Dubuque Insurance Requirements for Professional Services

Insurance Schedule C

1. _____ shall furnish a signed Certificate of Insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificates shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent.
2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate shall be furnished to the contracting department of the City of Dubuque.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit I.
6. All required endorsements to various policies shall be attached to Certificate of insurance.
7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.
8. Provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I.

Insurance Schedule C (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

- a) Coverage shall be written on an occurrence, not claims made, form. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
- b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
- c) Include endorsement indicating that coverage is primary and non-contributory.
- d) Include endorsement to preserve Governmental Immunity. (Sample attached).
- e) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers.
using ISO form CG 2026.

B) AUTOMOBILE LIABILITY \$1,000,000 (Combined Single Limit)

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

- a) Policy shall include an endorsement providing a waiver of subrogation to the City of Dubuque.
- b) Coverage B limits shall be greater if required by Umbrella Carrier.

D) UMBRELLA LIABILITY \$1,000,000

E) PROFESSIONAL LIABILITY \$1,000,000

Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

***The Jule Transit
Facility Improvement Project
City of Dubuque, Iowa***



***Consultant Professional Services
Request For Qualifications (RFQ)***

May 21, 2013

Appendix E

Required State and/or Federal
Certifications and Assurances

DEFINITIONS

- FTA means Federal Transit Administration
- IA DOT/OPT or OPT means Iowa Department of Transportation/Office of Public Transit
- RFQ means Request For Qualifications
- Recipient or Purchaser means the City of Dubuque d.b.a. The Jule
- Proposer or Contractor means firm responding to the RFQ
- FTA Master Agreement refers to the Federal Transit Administration Master Agreement that contains the standard terms and conditions governing the administration of a Project supported with Federal assistance awarded by the Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Recipient, or supported by FTA through a Transportation Infrastructure Loan, Loan Guarantee, or Line of Credit with the Recipient. The full text of the agreement can be found at <http://ftateamweb.fta.dot.gov/statix/Agreements/2010-16-MASTER.pdf>

**ALL CERTIFICATIONS AND ASSURANCES FOUND ON THE FOLLOWING PAGES
MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE.**

**Failure to include completed and signed Certifications and Assurances will result in
disqualification from consideration.**

**IA DOT/OPT and/or FTA
REQUIRED CERTIFICATIONS AND ASSURANCES**

Instructions

Step # 1: Read through each of the Certifications and Assurances required for capital projects.

Step # 2: Initial acceptance each of the Certifications and Assurances in the table below, indicating you have read and understand each one.

Step # 3: Submit the all Certifications and Assurances forms requiring initials and/or signature in this RFQ with your completed proposal packet.

IT IS CRITICAL THAT THE PROPOSOR PROPERLY INITIAL EACH CERTIFICATION AND/OR ASSURANCE, SIGN ALL SIGNATURE PAGES AS REQUIRED. FAILURE TO DO SO WILL DISQUALIFY THE PROPOSER FROM CONSIDERATION

Certification/ Assurance	Title	Please initial each Cert./Assur.
1	OVERALL FEDERAL REGULATION COMPLIANCE	
2	BUY AMERICA CERTIFICATION	
3	LOBBYING	
4	ACCESS TO RECORDS AND REPORTS	
5	FEDERAL CHANGES	
6	CLEAN AIR	
7	CLEAN WATER	
8	ENERGY CONSERVATION	
9	NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES	
10	FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACT	
11	TERMINATION	
12	GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)	
13	CIVIL RIGHTS REQUIREMENTS	
14	RESOLUTION OF DISPUTES, BREACHS, OR OTHER LITIGATIONS	
15	DISADVANTAGED BUSINESS ENTERPRISE (DBE)	
16	STATE AND LOCAL LAW DISCLAIMER	
17	PROTEST PROCEDURE	
18	VERBAL COMMUNICATIONS	
19	BILLING	

Chief Executive or Administrative Officer Statement

The undersigned chief executive or administrative officer hereby certifies that the proposer has read and understands the Certifications and Assurances initialed in the table above and further assures that, as a condition to submitting this proposal, the proposer will comply with the requirements as specified in the applicable attached Certifications and Assurances in implementing and managing the contract.

The person whose signature appears below is authorized to sign this assurance on behalf of the proposer or recipient.

Proposer: _____

Signature of Chief or Administrative Officer: _____

Printed Name: _____

Date: _____

CERTIFICATIONS AND ASSURANCES

1. OVERALL FEDERAL REGULATION COMPLIANCE

FTA Circular 4220.1F

FTA Master Agreement §15.a

All contractual provisions requested by USDOT, as set forth in the FTA Circular 4200.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Recipient requests which would cause the Recipient to be in violation of the FTA and Iowa Department of Transportation (IA DOT) grant terms and conditions.

2. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)

49 C.F.R. Part 661

Applicability to Contracts

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

Flow Down

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$100,000 threshold applies only to the grantee contract; subcontracts under that amount are subject to Buy America.

Mandatory Clause/Language

The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

3. LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

FTA Master Agreement §3.d

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, 104-65 [to be codified at 2 U.S.C. §1 1601, et seq.] – Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connections with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriate funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/16/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)].

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

4. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

FTA Master Agreement §15.t

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA recipient or a subgrantee of the FTA recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his/her authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his/her authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where the Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee or any of them for them purposes of conduction an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the vent of litigation of settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

5. FEDERAL CHANGES

49 CFR Part 18

FTA Master Agreement §2.c(1)

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

6. CLEAN AIR

42 U.S.C. 7401 et seq.

40 CFR 15.61

49 CFR Part 18

FTA Master Agreement §25.b

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

7. CLEAN WATER

33 U.S.C. 1251

FTA Master Agreement §25.c

Except to the extent of Federal Government determines otherwise in writing, the Contractor agrees to comply with all applicable Federal laws and regulations, and follow applicable Federal directives implementing the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. Specifically:

(1) The Contractor agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f though 300j-6.

(2) The Contractor agrees to comply with the notice of violating facility provisions of section 508 of the Clean Water Act, as amended, 33 U.S.C. §1368, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Water Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

8. ENERGY CONSERVATION

42 U.S.C. 6321 et seq.
49 CFR Part 18
FTA Master Agreement §26

The Contractor agrees to comply with applicable mandatory energy efficiency standards and policies of applicable State energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§6321 *et seq.*, except to the extent that the Federal Government determines otherwise in writing. To the extent applicable, the Recipient agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

9. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES

FTA Master Agreement §2.f

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to the contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agrees that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

10. FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31
18 U.S.C. 1001
49 U.S.C. 5307
FTA Master Agreement §3.f

THESE REQUIREMENTS ARE APPLICABLE TO ALL CONTRACTS.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may

be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent of the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed to that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

11. TERMINATION

49 U.S.C. Part 18

FTA Circular 4220.1E

FTA Master Agreement §11

a. Termination for Convenience: The Recipient may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Recipient to be paid the Contractor. If the Contractor has any property in its possession belonging to the Recipient, the Contractor will account for the same, and dispose of it in the manner the Recipient directs.

b. Termination for Default [Breach or Cause]: If the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Recipient that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Recipient, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure: The Recipient in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to the Recipient's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Recipient setting forth the nature of said breach or default, Recipient shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default

shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. **Waiver of Remedies for any Breach:** In the event that the Recipient elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by the Recipient shall not limit the Recipient's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

e. **Termination for Convenience:** The Recipient, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. **Termination for Default:** If the Contractor fails to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the Recipient may terminate this contract for default. The Recipient shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

i. **Termination for Convenience or Default (Architect and Engineering):** The Recipient may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Recipient shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in the performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

12. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29

Executive Order 12549

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the proposer is required to verify that none of the Contractor, its principles, as defined in 49 CFR 29.995, or affiliates, as defined in 49 CFR 29.905, are excluded or disqualified as defined in 49 CFR 29.490 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Recipient. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to the Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13. CIVIL RIGHT REQUIREMENTS

29 U.S.C. §§ 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CCR Part 1630, 41 CFR Parts 60 et seq.

FTA Master Agreement § 12

Nondiscrimination

(1) In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 3030 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – the following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000w note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during

employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole and in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

14. RESOLUTION of DISPUTES, BREACHES, or OTHER LITIGATIONS

49 CFR Part 18

FTA Circular 4220.1E

FTA Mast Agreement § 52

Dispute – Disputes arising in the performance of this Contract with are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Recipient. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Recipient. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Recipient shall be binding upon the Contractor and the Contractor shall abide the decision.

Performance During Dispute – Unless otherwise directed by the Recipient, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his/her employees, agents or others for whose acts he/she is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Recipient and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Recipient is located.

Rights and Remedies – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Recipient or Architect/Engineer shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

15. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

FTA Master Agreement § 12.d

- a. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The overall goal for participation of Disadvantaged Business Enterprises (DBE) for this project is **3.8%** (project total). This DBE goal must be included as part of the bid on the construction portion of this project. (Exhibit A & B)
- b. The Contractor shall not discriminate on the basis of race, color, creed, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Recipient deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. Proposers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following prior to contract award:
1. The names and addresses of DBE firms that will participated in this contract;
 2. A description of the work each DBE will perform;
 3. The dollar amount of the participation of each DBE firm participating;
 4. Written documentation of the proposer’s commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
 5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor’s commitment; or
 6. If the contract goal is not met, evidence of good faith efforts to do so.
 7. Recipient is authorized to make the determination that Contractor has made a good faith effort (GFE) to achieve the required DBE participation. The Contractor can demonstrate that it has made a good faith effort in meeting the assigned **3.8%** (project total).

- a. Show evidence that it has met the DBE participation by submitting in writing all requirements in Section c (1-5) above.
- b. Documents that it made good faith efforts to meet the DBE participation goal, even though it did not succeed in achieving it. In this case, the Contractor must submit the Certificate of Good Faith Efforts (GFE) (Exhibit A) and all relevant documentation to the Recipient for a GFE determination with its bid submittal.

8. The efforts employed by the contractor should be those that one could reasonable expect a contractor to take if the contractor were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE concession goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. (49 CFR § 26.53 and Appendix A to 49 CFR Part 26 provides guidance regarding GFE).

9. In the event that the Recipient determines that the contractor has failed to meet the DBE requirements, contractor is entitled to appeal this determination by submitting a written request (Exhibit B). The provisions of 49 CFR § 26.53(d) apply to such an appeal. A request for administrative reconsideration must be sent within three (3) calendar days of receiving written notice from the Recipient of the failure to meet the GFE requirement. The request should be sent to:

David Heiar, Economic Development Director
City of Dubuque d.b.a. The Jule
50 West 13th Street
Dubuque, IA 52001

With a copy to:

Ryan Ward, Transit Program Manager
IA DOT/Office of Public Transit
800 Lincoln Way
Ames, IA 50010

The Recipient and the IA DOT/Office of Public Transit will work jointly to reconsider the DBE waiver determination.

10. Proposers must present the information required above prior to contract award (see 49 CFR 26.53(3)).

- d. The successful proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than ten (10) days after the Contractor's receipt of payment for that work from the Recipient. In addition, the Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this contract is satisfactorily completed.

f. The Contractor must promptly notify the Recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Recipient.

16. STATE AND LOCAL LAW DISCLAIMER

Common Grant Rules provide that recipients and subrecipients will use their own procurement procedures that comply with applicable State and local laws and regulations, and also comply with applicable Federal laws and regulations (C 4220.1F).

a. Inadequate State and Local Requirements. If State or local laws or regulations do not address a particular aspect of procurement adequately, Federal direct procurement principles may often (but not always) provide useful guidance.

b. Conflicts between Federal Requirements and State or Local Requirements. If Federal requirements conflict with State or local requirements, the recipient should provide written notification promptly to either the FTA Regional Counsel for the region in which the project takes place or the FTA Assistant Chief Counsel for General Law in the case of projects administered by FTA headquarters staff. FTA will then work with the recipient to make appropriate arrangements to proceed with the project. If unsuccessful, then FTA reserves the right to amend or terminate Federal assistance for the underlying Project.

17. PROTEST PROCEDURE

Anyone wishing to file a protest concerning the specifications or the bid procedure must do so in writing. This written protest must be received by The Jule, c/o The Jule, 2401 Center Avenue, Dubuque, Iowa, no later than seventy-two (72) hours prior to bid opening. If protests are received that cannot be resolved by the designated time for bid opening, The Jule shall delay the bid opening until the protest is resolved. However, the decision must be issued in writing by The Jule within no more than ten (10) working days from the date the written protest was received.

If anyone wishes to protest some aspect of this procurement other than specifications or bid procedure, or something about the bid procedure that only becomes evident after the bid opening, they must file the protest in writing. This written protest must be received by The Jule no later than five (5) working days after The Jule's notification to all bidders of their contract award decision, and The Jule must issue its written decision within no more than seven (7) working days from the day the written protest was received.

If a protester feels that The Jule has not followed these protest procedures, the protester has ten (10) working days from the alleged infraction to file a subsequent protest with the Iowa DOT. The Iowa DOT will issue its written decision within twenty (20) working days of receipt of such an appeal. Any further appeal at the state level must be in accordance with Chapter 17A of the Iowa Code.

18. VERBAL COMMUNICATIONS

Communications pertaining to this solicitation shall not be binding unless conveyed in writing. And any vendor requesting bid instructions and a specification package shall be deemed a "vendor of record" and

shall be sent a copy of any communication with other vendors regarding the solicitation. (Note: Telephone calls may be used to expedite decisions, but shall not be deemed as binding unless confirmed in writing.)

19. BILLING

The Iowa Department of Transportation/Office of Public Transit (IA DOT/OPT) is required to provide monthly progress reports on all state funded projects. Due to this requirement, all Invoices shall be submitted no less than once per month to The Jule. Invoices must include detail that includes the number of hours of work performed. If there is no billing in a specific month, notification must be sent to The Jule stating this fact.

DISADVANTAGED BUSINESS ENTERPRISE – EXHIBIT A

The following form is to be filled out in the event that the assigned DBE goal of **3.8%** (project total) **CANNOT** be met by the most qualified firm as selected through the evaluation process.

Exhibit A

CERTIFICATE OF GOOD-FAITH EFFORTS (GFE)

The intent of this certification is to document the good faith efforts implemented by the apparent successful concessionaire in soliciting and utilizing DBE firms to meet DBE participation requirements. This certification will assist the Recipient in determining whether the apparent successful consultant has implemented comprehensive good faith efforts. Failure to implement “good faith” efforts to the satisfaction of the Recipient could result in the rejection of the proposal.

I, _____, do hereby acknowledge that I am the authorized representative of _____, and am submitting this good faith (GFE) certificate to document efforts undertaken by our firm to meet the assigned DBE goal.

RFQ No.	RFQ Title	Total Contract Amount	DBE Percentage-Goal	DBE Percentage-Pledged

I. Provide a brief summary on why you believe your firm is unable to meet the DBE participation goals on this project (attach additional pages if necessary):

II. I hereby certify that I have utilized comprehensive “good faith” efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, as demonstrated by my responses to the following questions:

A. Identify Work Items for DBE Participation:

Consultants are encouraged to select portions of work to be performed by DBEs in a manner which will increase the likelihood of meeting the DBE goals. In selecting work to be performed, consultant will consider, where appropriate, direct opportunities for participation by DBEs. Consultant can also meet the goal by purchasing goods and supplies from suppliers of goods and certified as DBE firms.

D. Soliciting Proposals from Interested DBE Firms

Consultants must solicit proposals in good faith with interested DBE firms. Proposals from interested DBE firms must not be rejected by consultant without sound justification.

1. Indicate in the table below which DBE firms submitted proposals. Also, provide a brief explanation of why any of these DBE proposals were rejected. Please attach additional page(s) if necessary.

Name/Address/Contact Person of DBE Firm	Opportunity Offered and Reason for Rejection

E. Other evidence and documentation you want the Recipient to consider:

NOTE: The information requested as set forth above is the minimum information required by the Recipient. Consultant may be asked to submit additional information on certain other actions taken to secure DBE participation in an effort to meet the goals.

DISADVANTAGED BUSINESS ENTERPRISE – EXHIBIT B

*The following form (Exhibit B) is to be filled out only **if the Good Faith Efforts (GFE) Waiver is DENIED** and there is an appeal to that denial.*

Exhibit B

**GOOD-FAITH EFFORTS WAIVER DENIAL APPEAL
Request for Administrative Hearing**

Your request for a good-faith efforts' waiver has been denied, and you are entitled to request an administrative hearing to appeal that denial. If you wish to have such a hearing, please sign this form and return it to the office of the City's Program Manager by 2:00 PM on May 18, 2012.

A faxed request may be sent to 563-589-4341.

At the administrative review, a hearing officer(s) will hear your argument why the waiver should be granted. The evidence he or she reviews will be the entire DBE participation file you submitted to the contracting officer. The hearing officer(s), at his or her discretion, may receive additional evidence, but any such evidence not previously submitted with your bid and participation forms, must be submitted to the Recipient at the same time you file your request for hearing. No further evidence will be received or considered if it was not submitted with this hearing request. Documents already submitted in connection with the original good-faith waiver request need not be submitted.

A hearing will be held within three (3) working days following the receipt of your hearing request. You will be notified promptly of the time and place of the hearing and the identity of the hearing officer(s), who may be an individual(s) not directly involved in the original good-faith waiver denial. Because of the need to promptly resolve this matter and proceed with the award of the contract, the hearing will be granted only upon a showing of substantial cause. Your failure to appear at the hearing constitutes a withdrawal of your request.

THE UNDERSIGNED, AN AUTHORIZED REPRESENTATIVE OF
_____, **HEREWITH REQUESTS AN ADMINSTRATIVE**
HEARING TO APPEAL THE DENIAL OF THE COMPANY'S GOOD-FAITH EFFORTS
WAIVER REQUEST.

SIGNATURE: _____

TITLE: _____

DATE: _____