IOWA PUBLIC TANSIT FACILITY INVENTORY
AND NEEDS ANALYSIS

IOWA DEPARTMENT OF TRANSPORTATION
Office of Public Transit

Request for Qualifications

OPT-RFQ-FNA-0305

FTA GRANT: IA-03-0098

Qualifications Proposal Receipt Deadline

April 26, 2005, 4:00 PM CST
## SOLICITATION SCHEDULE — OPT-RFQ-FNA-0305

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
<th>Time</th>
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<tr>
<td>RFQ Advertised and Issued</td>
<td>March 14, 2005</td>
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<tr>
<td>Pre-Proposal Conference</td>
<td>April 8, 2005</td>
<td>10:00 AM</td>
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<tr>
<td>Record of Pre-Proposal Conference Issued</td>
<td>April 13, 2005</td>
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<td>RFQ - Qualifications Proposal Receipt Deadline</td>
<td>April 26, 2005</td>
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<tr>
<td>RFQ – Review and Scoring of Qualifications by PSC</td>
<td>April 27- May 5, 2005</td>
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<tr>
<td>Interview with Firm(s) Submitting Highly Scored Proposals</td>
<td>May 16, 2005</td>
<td>9:00 AM</td>
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<tr>
<td>Negotiation with Firm Deemed Most Qualified</td>
<td>May 17-20, 2005</td>
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<tr>
<td>Anticipated Announcement of Intent to Award Contract</td>
<td>May 20, 2005</td>
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<td>Contract Execution Anticipated</td>
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REQUEST FOR QUALIFICATIONS (RFQ):
IOWA PUBLIC TRANSIT FACILITY - Inventory and Needs Analysis

BACKGROUND:

The Iowa Department of Transportation (Iowa DOT) has, since 1976, been assisting Iowa’s 35 public transit agencies with efforts to improve facilities for service administration, dispatching and fleet maintenance or storage. Iowa’s thirty-five transit agencies operate an active fleet of over 1500 revenue vehicles and approximately 100 support vehicles. Transit systems:

- own 17 dedicated, FTA funded transit maintenance facilities;
- participate in 11 joint use facilities for administration and/or fleet maintenance (one of which is presently under construction) that entailed FTA funding;
- lease space for in 11 buildings for administration and maintenance, most of which include outside parking for fleet storage; and
- subcontract with approximately 125 providers, some of which have their own facility dedicated to transit fleet maintenance and storage or perform these functions in a shared use structure (See Appendix 1).

Transit related responsibilities within the Iowa DOT now rest with the Office of Public Transit (OPT). The OPT is responsible for establishing and maintaining an inventory of public transit facilities. Moreover, the OPT is responsible for forecasting the need for capital funding for facility related projects. OPT defines a public transit facility as any structure that is being used by one of Iowa’s thirty-five urban or regional transit systems -- or a contractual service provider to one or more of said systems -- to manage, dispatch, maintain, store, or park FTA funded vehicles and other vehicles that are deployed in providing “open to the public” passenger transportation services by that system. OPT’s staff is also responsible for establishing statewide policy guidance under its Public Transit Equipment and Facilities Management System (PTMS) to assist local transit planners and managers in evaluating the need for new or improvements to existing transit facilities and the equipment used to maintain each agency’s fleet and their facilities.

In order to better address these responsibilities, OPT has secured funding to conduct a state-wide inventory of existing facilities and an analysis of facility needs anticipated in the near future.

OPT’s Director has appointed a Project Steering Committee (PSC) to assist in overseeing this effort. Five transit managers have been selected as committee members: two representing Iowa’s 16 regional transit agencies; one representing Iowa’s seven rural small urban transit systems; one representing Iowa’s eight urban transit systems serving small urbanized areas (pop. 50,000 to 200,000); and one representing the four transit systems serving Iowa’s urbanized areas with over 200,000 population. In addition, two OPT staff members serve on the PSC.

The OPT is looking to secure outside services from a firm(s) that offers the services of a team with the best qualifications for accomplishing tasks that have been identified as essential to complete this project.
PROJECT DESCRIPTION:

Consultant services performed under this project are expected to provide the OPT with work products that:

1. Assemble a state-wide inventory of public facilities
   - Ownership
   - Age
   - Use
   - Condition *
   - Capacity
   - Significant features/equipment/regulatory compliance issues (ADA; OSHA, etc.)

*Condition assessment may be very general for facilities owned by subproviders or others, but should be fairly detailed (addressing various building systems, etc.) for all transit system owned (or FTA funded) facilities.

2. Develop appropriate standards for facility sizing/equipment based on:
   - Fleet size and composition
   - Location (urban/rural)
   - Method of operation (centralized, dispersed, brokered, etc.)

3. Identify/assess needs for preservation/improvement of existing facilities
   (Primary focus on transit system-owned facilities – others addressed only when seen as threatening ability to perform transit services)

4. Identify/assess needs for additional transit system owned facilities, if any

5. Identify/assess equipment needs of transit facilities

6. Estimate budgetary requirements to address each individual need identified
   Include discussion of appropriate staging considerations for each system

It is expected that results of the condition assessment will enable the consultant to identify and characterize needed improvements as being appropriate to implement in one of three timeframes:

- one to five years
- six to ten years
- beyond ten years
PROJECT OBJECTIVES
The method proposed for conducting this facility needs analysis should be designed by the consultant to assure the accuracy of the information collected. The facility inventory and condition findings assembled must permit the consultant to arrive at recommendations that relate to the study objectives of:

1. providing information to assist state and local officials in making transit facility investment decisions;

2. improving the accuracy and specificity of annual budgetary estimates of the costs entailed in performing essential repairs and replacing systems/building features that must occur to preserve the functionality and safety of Iowa existing transit facilities;

3. improving the maintenance of Iowa’s fleet of public transit vehicles; and

4. providing transit managers and Iowa Dept of Transportation’s staff with facility standards.

Attention must be given to both projects that are pending approval under submitted applications and others that are planned for the design, construction or updating of transit facilities. Estimates of appropriate budgetary considerations to assure the proper maintenance of existing facilities are, as well, a critical topic that this analysis must address.

Each transit agency will make their adopted or draft facility maintenance plan available to the consultant’s team. The consultant’s team will be expected to review these plans and develop realistic budgetary estimates to perform facility lifecycle maintenance, necessary routine upkeep or to replace features of each existing facility.

PROJECT TIMEFRAME:

June 2005 to December 15, 2005

ACKNOWLEDGEMENT OF FEDERAL ASSISTANCE
This project will be funded under a Section 5309 grant (IA-03-0098) from the Federal Transit Administration and is therefore subject to all requirements that pertain to that program. In particular, this solicitation is being administered in conformity with FTA C 4220.1E, issued June 19, 2003.

DBE GOAL
The Office of Public Transit has established a goal of 10.0% for Disadvantaged Business Enterprise (DBE) participation in this project.

For any prospective contractor to be deemed responsive to this RFQ, that contractor must document that it has made a good faith effort to achieve 10.0% participation by DBE firms in this project, consistent with 49 CFR Part 26 and as outlined in Category III, Section 23. A finding that a firm has made a “good faith effort” will be based upon accomplishment of the goal (10%), or -- short of that --, based upon confirmed documentation of activities undertaken to achieve that level of participation.

Good faith efforts must be made to afford DBE firms an opportunity to quote items or perform services as a subcontractor to each prospective contractor. This includes breaking the project into
tasks that may reasonably be accomplished by smaller firms and by providing adequate notice to DBE firms of the opportunity to subcontract. Notification of such opportunities that is given to DBE firms that does not afford a reasonable time for preparing a carefully developed quote for goods or services will not be regarded as being in "good faith". Care must be taken to document efforts made to assure that small minority-owned and/or woman owned business enterprises are notified, preferably, at least ten business days prior to the deadline for receipt of firm qualifications, about opportunities to perform services or act as sources of supplies, equipment, or other items required by the prime contractor in the course of project implementation. Documentation of efforts to achieve DBE participation and details regarding any services or items a DBE firm(s) will perform/supply in the course of satisfying project requirements are to be submitted on Iowa DOT Form 102115.

Prospective bidders/contractors can access a list of firms that have are presently certified as DBEs by the Iowa Dept of Transportation at: http://www.dot.state.ia.us/contracts/contracts_eeoaa.htm

Prospective submitters are encouraged to consider firms that are currently on the Iowa DOT list of certified DBE firms; but submitters may also look to firms that are certified by other states (http://osdбу.dot.gov/business/dbe/state_DBE_location.cfm) or firms that might qualify but have not, as yet, been certified. Certification by the Iowa DOT will be required in order for payment to be counted towards satisfying attainment of the 10% DBE participation goal set for this project. It is suggested that any firm that might qualify for Certification by the Iowa DOT as a DBE should prepare and submit the necessary application materials as soon as possible to begin the certification process.

Prospective contractors must submit a “Disadvantaged Business Enterprise Information Statement of DBE Commitments” (Form 102115) as a condition of responsiveness to this RFQ. This form and such other documentation as may be submitted to document good faith efforts to notify and involve certified DBE firms of contracting opportunities available under this project will not count toward the maximum pages that any firm’s submittal may comprise.

Reporting of DBE participation in this project will be required of the firm awarded a contract to perform the work/supply the item(s) specified in this solicitation (RFQ). This participation will be reported using Form 102116 “CERTIFICATION OF DBE ACCOMPLISHMENT” and submitted to the Iowa Dept of Transportation’s Project Administrator for review and approval, prior to releasing retention amounts withheld and issuance of a final payment to the prime consultant awarded the contract to implement this project.
EVALUATION OF QUALIFICATIONS AND CONSULTANT SELECTION
The PSC will use a Request for Qualifications process to select the consultant that has assembled the team with the best expertise for undertaking this analysis. The evaluation criteria and weighting factors that will be used to score the qualifications of contractors deemed to be responsive to this solicitation are detailed below:

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<th>EVALUATION CRITERIA</th>
<th>WEIGHTING FACTOR</th>
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<tr>
<td>Demonstration of project understanding</td>
<td>30%</td>
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<td>Recent experience of personnel proposed as a key team member on this project</td>
<td>25%</td>
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<td>Project approach (task clarity; timeline etc.)</td>
<td>20%</td>
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<tr>
<td>Familiarity with issues related to Iowa Transit Facilities</td>
<td>15%</td>
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<tr>
<td>Availability and ability to meet schedule</td>
<td>10%</td>
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Consultants will be evaluated both on their written proposal and presentation. The prime consultant and any sub-consultants will be evaluated as a team.

Emphasis should be placed upon providing information concerning your firm’s proposed project approach, similar projects your firm has recently performed, the availability and qualifications of team members that will be assigned to this project, as well as any firm principal(s) that will direct the team you assign to complete this project.

Optional Pre-Proposal Conference
A Pre-Proposal Conference is scheduled as a means of briefing prospective offerors. Attendance by a representative of prospective offerors is not required. However, this conference will be held as an open forum for prospective offerors as a means of addressing aspects of this solicitation that may require clarification.

This Pre-Proposal Conference is scheduled on Friday, April 8, 2005 at 10:00 am Central Standard Time, in the East Materials Conference Room at the Iowa Dept of Transportation, 800 Lincoln Way, Ames, IA. It is expected that this conference will be completed by 12:00 noon.

To make effective use of the time scheduled for this meeting, it is preferable that requests for solicitation clarifications or questions about this project be submitted to the OPT’s Project Administrator on or before March 31, 2005. It is preferred that requests for clarifications or questions be submitted via e-mail to: joseph.golinvaux@dot.state.ia.us. Questions and requests for clarifications will be welcome at the conference itself. Remarks, explanations, and clarifications issued verbally at this conference will not qualify the terms of this solicitation. Rather, as soon as possible after the conference is adjourned, each prospective proposer will be issued written responses to requests for clarification or questions raised prior to or during the pre-proposal conference. OPT’s record of the conference will be conveyed to each prospective offeror, regardless of whether an offeror had a representative attend the Pre-Proposal Conference. Unwritten statements made at this conference or conveyed by any member of the Iowa Dept. of Transportation or PSC prior to proposal submission will not constitute a change to or qualification of the terms of this solicitation.
Qualification Submittal: Proposal Length, Copies and Contents

Your proposal must be limited to ten (10) double-sided pages or twenty (20) single sided pages placed between covers. Dividers and required certifications or forms do not count as pages. Ten (10) copies of your proposal must be submitted. Project service pricing or cost information should not be submitted as part of your firm’s qualifications submission.

In addition to the Qualifications Submission Proposal, each prospective contractor must include, within their qualifications submission envelope, signed and dated originals of the following certification forms (blank forms attached at the end of this package):

1. Certification of Restrictions on Lobbying
2. Certification Regarding Debarment, Suspension, and other Responsibility Matters (for Contracts with $25,000 or Greater Value)
3. Disadvantaged Business Enterprise (DBE) Certification for Non-Rolling Stock Materials or Services
4. Iowa DOT Form 102115 – DBE Information – Statement of DBE Commitments
5. Non-Collusion Bidding Certification

Deadline for Submission

For your firm to be considered, submittal of your qualifications proposal must be received by the Iowa DOT’s Office of Public Transit or the Iowa Dept of Transportation’s mailroom no later than 4:00 p.m. Central Standard Time on Tuesday, April 26, 2005.

Interview Process

Upon receipt of qualification submittals, the Project Steering Committee will evaluate each submittal and determine those firms that are deemed to be sufficiently qualified to interview (it is anticipated that three firms will have qualifications that will warrant being interviewed). Interviews will be scheduled for Friday, May 16th. If your firm is among those the PSC evaluates as being the firms that are best qualified to complete this project, you will be contacted regarding the time persons representing your firm will be interviewed.

Contract Negotiation and Award

Following interviews, the PSC will arrive at a determination of the firm it evaluates as being the “most qualified”. The firm recommended as being “most qualified” will be forwarded to the Director of the Office of Public Transit for confirmation. Upon confirmation by the OPT’s Director, representatives of the most qualified firm will be contacted to arrange a meeting to negotiate terms of a contract shortly after the consultant selection interviews. Should we be unable to reach an agreement with principals of the most qualified firm, we will move on to the next most qualified firm, and so on, until an acceptable professional services contract is established with a firm qualified to perform the services required.
Protest of Solicitation Administration
Any party may initiate a protest of these provisions or decisions made pursuant to them in accordance with the protest procedure issued as part of this solicitation.
See: Protest Provision- Appendix 2

Progress Payments
Negotiations with the firm whose team is deemed “most qualified” will establish a itemized budget for this analysis. A cost breakdown of the budget detailing estimated hours, the billing rate for specific employees that will devote time to this project, estimates of travel costs, etc. will serve as the basis for documenting progress payment requests. Payment for the services being purchased will entail a drawdown from FTA based on documentation and interim work element submittals that are deemed acceptable. Unless otherwise detailed in writing, payment for services will be made to the Contractor approximately 7 to 14 days after the date a billing is determined to be sufficiently documented and acceptable by the OPT’s Project Administrator.

Payment will not be made for work items that are unacceptable, deviate from the scope of work detailed for this project’s objectives or are not required under provisions of the Professional Services Contract jointly executed between the Contractor and the Iowa DOT. The Contractor will be informed in writing of any item failing to satisfy the expectations of OPT’s staff or provisions agreed upon and the amount of any billing that may require revisions or further documentation. It is anticipated that approximately 20% of the overall project costs will be payable contingent on receipt of an approved final report document.
APPENDIX 1
FEDERALLY MANDATED PROVISIONS APPLICABLE TO THIS PROJECT

Seismic Safety Requirements
The Contractor agrees that any analysis performed under this project will be performed in accordance with the standards for Seismic Safety required in U.S. DOT Seismic Safety Regulations 49 CFR part 41 and will certify to such as required by the regulation. The Contractor also agrees to ensure that all work performed under any contract awarded pursuant to this solicitation, including work performed by any subcontractor, is in compliance with the Seismic Safety standards and the certification of compliance submitted thereof.

Energy Conservation Requirement
The Vendor/Contractor bidder will comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued pursuant to the Energy Policy and Conservation Act.

Lobbying Disclosure Requirements and Prohibition

Required Certification

Access to Records and Reports Requirements
In accordance with 49 CFR 18.36(l), the Vendor/contractor and any vendor acting on its behalf in this solicitation agree to provide the Iowa Department of Transportation, 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 any contract awarded pursuant to this solicitation for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR Part 633.17, to provide the FTA Administrator or his authorized representatives, including any Project Management Oversight (PMO) contractor, access to Contractor’s records pertaining to contracts awarded that involve a major capital project, as defined at 49 U.S.C. 5302 (a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. section 5307, 5309, or 5311.

The Contractor agrees to permit any of the parties described in the preceding paragraph to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under any contract awarded pursuant to this solicitation for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Iowa DOT, 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).

Federal Changes
The Contractor or vendor awarded a service contract pursuant to this solicitation agrees to comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA (9) dated October, 2002) between the Purchaser and the Iowa DOT as required by the Grant Agreement from the FTA to the Iowa DOT as they may be amended or promulgated from time to time during the term of the contract awarded pursuant to this solicitation. Contractor’s failure to so comply will constitute a material breach of this contract.

No Federal Government Obligation to Third Parties
The Contractor acknowledges and agrees 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 will not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

Any Contractor/firm submitting qualifications pursuant to this solicitation agrees to include the paragraph/provision immediately above in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the provision shall not be modified, except to identify the subcontractor who will be subject to this provision.

Program Fraud and False or Fraudulent Statements and Related Acts
(1) Each Contractor/firm submitting qualifications in response to this RFQ is obliged to comply with the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, at 31 U.S.C. Section 3801 et seq., and U.S. DOT regulations “Program Fraud Civil Remedies,” 49 CFR, Part 31. Upon execution of the underlying contract (accepting a contract awarded pursuant to this solicitation), 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 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 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 in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the clauses delineated as (1) and (2) above in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified except to identify the subcontractor who will be subject to the provisions.
Government-wide Debarment and Suspension

Each prospective Contractor must submit an appropriately prepared, and signed certification regarding any debarment action or other factors relevant to the firm’s, or any its principal’s, eligibility to participate in federally funded projects. By signing and submitting its qualifications submittal, a prospective lower tier participant (contractor/ vendor) is providing the certification as per the instructions delineated at 29 CFR part 29, Appendix B. **Required Certification**

Civil Rights Requirements

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act as amended, 42 U.S.C. Section 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C, Section 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12132, and Federal transit law at 49 U.S.C. Section 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 - Contractors, or subcontractors thereof, performing lower tier contract services must be an equal opportunity employer as defined in the Rights Act of 1964 and in Iowa Executive Order Number Fifteen. The successful firm, in accepting the offer of a professional service contract under terms of this solicitation, certifies that its officials shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The successful firm shall also take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, or national origin. The following 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. Section 2000e, and Federal transit laws at 49 U.S.C. Section 53432, 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., (that implement Executive Order No. 11246, Equal Employment Opportunity as amended by Executive Order No; 11375, “amending Executive Order 11246 relating to Equal Employment Opportunity,” 42 U.S.C. Section 2000e note), and with any applicable Federal statutes, executive orders, regulations and Federal policies that may affect manufacturing activities undertaken in the course of providing the services being purchased. The Contractor agrees to take such affirmative actions as may be necessary to ensure compliance. These actions shall include, but shall 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. Section 623 and Federal transit law at 49 U.S.C. Section 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.S.C. Section 12112, the Contractor agrees that it will comply with the federal EEO, “Regulations under Americans with Disabilities Act, “ at 29 CFR part 1630,
pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with implementing requirements FTA has issued under provisions of 49 U.S.C. § 5301(d), that require special efforts to assure that transit facilities are designed and constructed to conform with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq.; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq.

(3) The Contractor agrees that it shall include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified, only as necessary, to identify the affected parties and clarify the responsibilities entailed.

Resolution of Breaches and Disputes
If the vendor awarded a contract (i.e. Contractor) pursuant to this solicitation abandons, or before completion, discontinues this project; or if by reason of any of the events or reason, the commencement, prosecution, or timely completion of this project by the vendor is rendered improbable, infeasible, impossible, or illegal, the Iowa DOT may, by written notice to the vendor, suspend any or all of its obligations under the contract until such a time as the event or conditions resulting in such suspension has ceased or been corrected.

Upon receipt of notice that a dispute has arisen, breach has occurred, contract suspension or final termination has been issued, the vendor shall proceed promptly to carry out the actions required. These actions may include any or all of the following: (1) necessary action to address the breach; (2) respond to the disputed issues raised; (3) terminate or suspend, as directed project activities and sub-contracts and, (4) furnish a statement of the status of the project activities and contracts and, a proposed schedule, plan and budget or terminating or suspending and closing-out project activities and other undertakings, the cost of which are otherwise included as project costs. Project close-out actions must be carried out in conformity with the latest schedule, plan, and budget within a reasonable time. Reimbursement to the vendor in the event of termination WILL be for actual costs, less any assessment of damages.

Disputes arising in the performance of any Contract awarded pursuant to this solicitation that are not resolved by agreement of the parties and concurred with by the Director of the OPT will be decided in writing by the Director of Modal Division. This decision will be final and conclusive unless, within ten calendar days from the date of receipt of its copy of the decision, the contractor mails or otherwise delivers a written appeal to the Project Administrator. In regard to any such appeal, the Contractor will be afforded with an opportunity to be heard and to offer evidence in support of its position. If the Contractor deems that the Project Administrator rendered a decision that it cannot accept, any further review of the matter must be settled in a court of competent jurisdiction within Iowa.

Termination
(1) Termination for Convenience (General Provision)
The OPT, on behalf of the Iowa DOT, may terminate the professional services contract established under this RFQ, in whole or in part, at any time by written notice to the Contractor when it is in the OPT’s/Government’s best interest. The Contractor will be paid its cost, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor will promptly submit its termination claim to the OPT. If the Contractor has any property in its possession belonging to a Purchaser, the Contractor will account for such property and return or dispose of such property as directed by and at the cost of the Purchaser.
(2) Termination for Default [Breach or Cause](General Provision)
If the Contractor does not deliver work as per the terms of this solicitation or any contract awarded thereof in accordance with the contract performance schedule, or if the contract is for services, 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 Purchaser may terminate his contract for default. Termination will 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 supplies delivered and accepted, or services performed in accordance with terms of payment and performance set forth in the contract.

If it is later determined by the Purchaser 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 Purchaser, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

(3) Opportunity to Cure General Provision
The Purchaser, at its sole discretion may, in the case of termination for breach or default, allow the Contractor a specified period of time 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 the Contractor fails to remedy to Purchaser’s satisfaction the breach or default or any of the terms covenants, or conditions of the Contract within ten (10) business days after receipt by Contractor or written notice from the Purchaser setting forth the nature of said breach or default, Purchaser will have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default will not in any way operate to preclude the Purchaser from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Disadvantaged Business Enterprise (DBE) Requirements
Each contractor/vendor shall comply with instructions detailed above regarding DBE participation in this project. As such, any proposal must include Disadvantaged Business Enterprise Certification for Non-Rolling Stock Materials or Services as promulgated under 49 CFR Part 26 and other applicable laws and regulations. Iowa D0T Form 102115 must, as well be submitted to document “good faith efforts” to meet the DBE goal set for this project. Required Certification and Iowa D0T Form 102115

State and Local Law Disclaimer
The use of many of the clauses delineated herein to comply with Federal requirements may be significantly affected by State law. In the event that the Code of Iowa may contain requirements that are not precluded by federal statute, state law shall be applicable. If the Contractor has reason to believe that any discrepancy exists between local, state, or federal requirements, it is incumbent on the Contractor to request in writing that a determination be made and issued by the OPT’s Project Administrator to resolve any such discrepancy.

Incorporation of Federal Transit Administration (FTA) Terms
The preceding provisions include, in part, certain Standard Terms and conditions required by the U.S. DOT, whether or not expressly set forth in the provisions of this solicitation. All contractual provisions required by the U.S. DOT, as set forth in FTA circular 4220.1E., dated June 19, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms will be deemed to control in the event of a conflict with other provisions contained in this solicitation or contract awarded thereof. The Contractor shall not perform any act, fail to
perform any act, or refuse to comply with any requests made by the Iowa DOT which would cause any of these parties to be in violation of FTA terms and conditions.

**Non-Collusion Bidding Certification:** Each firm submitting qualifications in response to this solicitation is required to submit properly prepared and signed Non-Collusion Bidding Certification as part of its submission. **Required Certification**

**Prohibited Interest:** No member of, or delegate to the Iowa State Legislature or the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising thereof. No member, officer, or employee of the Iowa DOT or an Iowa Public Transit Agency during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in a contract or proceeds resulting from this solicitation.

**Certificate of Compliance:** The professional services contract awarded pursuant to this solicitation will require an official signatory of the Contractor to certify to the firm's intent and capacity to perform the services agreed upon in compliance with the requirements of this solicitation. Signing the agreement will obligate the Contractor to all requirements of this solicitation and will constitute an informed assurance that it has the capacity and intent to deliver each element of service contracted for in a manner that conforms with or exceeds professional, federal and state standards that shall be delineated or incorporated by reference into the Professional Services Agreement established.
APPENDIX 2
PROTEST PROCEDURE

Solicitation Process
(inclusive of Pre-Proposal Conference, Schedule, or Responses Issued to Requests for Clarification):
Anyone wishing to file a protest concerning the instructions for qualification submittal and evaluation or responses issued to requests for clarification, exceptions or approved equals to the qualification submittal requirements under this solicitation must do so in writing. Any such protest must be submitted to the Project Administrator Facility Needs Analysis, OPT, Iowa Department of Transportation (Iowa DOT), 800 Lincoln Way, Ames, IA 50010. The OPT must receive the written protest on or before April 21, 2005. The OPT will issue its written decision on the protest within ten business days, unless its assessment of the merits of any protest requires more time to properly review.

If the Iowa DOT upholds the protest, its review of qualification submittals and a contract award will be withheld until an official response regarding any protest is issued.

Protest of Contract Award:
Anyone wishing to file a protest concerning evaluation of consultant qualifications relative to the objectives of this project or the OPT’s announced intent to award a professional services contract pursuant to this solicitation must do so in writing. Such a protest must be received by the Project Administrator addressed as shown above within five business days of the date that the OPT issues its intent to award a contract pursuant to this solicitation to vendors of record.

The OPT/IOWA DOT will issue its written decision on any timely protest within 10 business days. Any further appeal at the state level must be in accordance with Chapter 17A of the Code of Iowa.

A protester must exhaust its administrative remedies with the Iowa DOT on before pursuing an appeal with the Federal Transit Administration (FTA). FTA customarily does not consider vendor protests until remedies are exhausted with a grantee. However, in the event that a grantee fails to have a protest procedure, fails to follow its protest procedure, responds to a protest in a manner that is arbitrary or clearly inconsistent with federal guidance, especially when no response is issued to a timely filed complaint or protest, appeals are considered by FTA.

Any appeal to FTA must be received by the cognizant FTA Regional Office [901 Locust Street, Kansas City, MO 64106] or its’ Headquarters Office within five (5) working days of the date the protester knew or should have known of an alleged violation of regulations applicable to the award of any contract under this solicitation. Any allegation that a violation of Federal law or regulation may have occurred will be handled following the complaint process stated within that law or regulation. Violations of state law or local regulation will be handled or adjudicated by an Iowa Court with jurisdiction over any violation such as may be alleged.
# APPENDIX 3
## SYNOPSIS OF PUBLIC TRANSIT FACILITIES

<table>
<thead>
<tr>
<th>System Name (dba)</th>
<th>Location of Administrative Offices (AO) &amp; Maintenance Facility (MF)</th>
<th>Admin. Office (AO), Fleet Maintenance (FM) and Vehicle Storage (VS) Overview</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Region 1</strong> Northeast Iowa Community Action Transit (NEICAT)</td>
<td>Decorah (AO) West Union (MF)</td>
<td>AO in &amp; VS (5) outside shared use bldg leased from Winneshiek County; FM at &amp; VS (8) outside dedicated bldg leased from private party; VS (28) outside at 7 other locations and 1 at a driver’s residence. FM outsourced where cost effective. VS of 2 providers is outside (8+) inside (2). VS of 11 School District providers is mixed.</td>
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<tr>
<td><strong>Region 2</strong> North Iowa Area Regional Transit System (NIARTS)</td>
<td>Mason City (AO &amp; MF))</td>
<td>AO; FM &amp; VS in (10) &amp; outside (10) shared use bldg co-owned with City of Mason City and COG under construction. Providers generally outsource buy perform some FM &amp; VS (30) at five other facilities. Further VS (12) by providers in 10 bldgs and (18) at 16 outside locations. VS at two providers on street parking (3) and at (1) at a driver’s residence.</td>
</tr>
<tr>
<td><strong>Region 3</strong> Regional Transit Authority (RIDES)</td>
<td>Spencer (AO &amp;MF)</td>
<td>AO &amp; ; FM in &amp; VS in (2) and outside (11+) dedicated bldg VS (52) outside at five work activity centers and at five other locations. FM outsourced where cost effective. Other VS at 4/5 drivers’ residences.</td>
</tr>
<tr>
<td><strong>Region 4</strong> Siouxland Regional Transit (SRTS)</td>
<td>Sioux City (AO)</td>
<td>AO leased in commercial bldg from private party FM &amp; partial VS (15) in Woodbury Co. at City of Sioux City Central Maint. Facility. Other VS at SCTransit (8 leased) &amp; (14) at 4 other county locations and (16) drivers’ residences.</td>
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<tr>
<td><strong>Region 5</strong> Midas Transit</td>
<td>Fort Dodge (AO &amp; MF)</td>
<td>AO; &amp; some FM; at MIDAS owned shared use bldg w 2 transit dedicated, maintenance bays shared with Ft Dodge DART; VS (1) in Ft. Dodge DART facility and (9) inside leased bldg in Humboldt. Other VS (30) outside; AO leased at 4 other locations by R5 &amp; 2 provider locations in Wright Co. as well as at 11 drivers’ residences.</td>
</tr>
<tr>
<td><strong>Region 6</strong> (peoplerides)</td>
<td>Marshalltown (AO)</td>
<td>AO in &amp; VS (7+) outside shared use public works facility leased from City of Marshalltown. FM outsourced to private vendors VS (at three other locations and at two providers. No VS at driver residences.</td>
</tr>
<tr>
<td><strong>Region 7</strong> Regional Transit Commission (RTC)</td>
<td>Waterloo (AO)</td>
<td>AO in commercial bldg space leased from private party Most FM by &amp; VS (1) outside bldg of contract provider (EPI); VS by five providers and RTC at four other locations and (5) at drivers’ residences. VS of EPI and 3 School District providers is outside.</td>
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<tr>
<td>Region 8</td>
<td>Delaware, Dubuque &amp; Jackson Co.Reg. Transit Auth. (RTA)</td>
<td>Dubuque (AO)</td>
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<tr>
<td>Region 9</td>
<td>River Bend Transit (RBT)</td>
<td>Davenport (AO &amp; FM)</td>
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<tr>
<td>Region 10</td>
<td>East Central Iowa Transit (ECITRANSIT)</td>
<td>Cedar Rapids (AO)</td>
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<tr>
<td>Region 11</td>
<td>Heart of Iowa Regional Transit (HIRTA)</td>
<td>Des Moines (AO)</td>
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<tr>
<td>Region 12</td>
<td>Western Iowa Transit System (WITS)</td>
<td>Carroll (AO &amp; FM)</td>
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<tr>
<td>Region 13</td>
<td>Southwest Iowa Transit Agency (SWITA)</td>
<td>Atlantic (AO &amp; FM)</td>
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<tr>
<td>Region 14</td>
<td>Southern Iowa Trolley (SIT)</td>
<td>Creston (AO &amp; FM)</td>
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<tr>
<td>Region 15</td>
<td>Ten-Fifteen Transit</td>
<td>Ottumwa (AO &amp; FM)</td>
</tr>
<tr>
<td>Region 16</td>
<td>Regional Transit Authority (RTA)</td>
<td>Burlington (AO)</td>
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<tr>
<td>Agency Name</td>
<td>City</td>
<td>municipality</td>
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<tr>
<td>Burlington Urban Service (BUS)</td>
<td>Burlington</td>
<td>(AO&amp;FM)</td>
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<tr>
<td>Municipal Transit Authority (MTA)</td>
<td>Clinton</td>
<td>(AO &amp; FM)</td>
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<tr>
<td>Dodger Area Rapid Transit (DART)</td>
<td>Fort Dodge</td>
<td>(AO &amp; FM)</td>
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<tr>
<td>Marshalltown Municipal Transit (MMT)</td>
<td>Marshalltown</td>
<td>(AO &amp; FM)</td>
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<tr>
<td>Mason City Transit (MCT)</td>
<td>Mason City</td>
<td>(AO &amp;FM)</td>
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<tr>
<td>Muscatine Muscabus</td>
<td>Muscatine</td>
<td>(AO &amp; FM)</td>
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<tr>
<td>Ottumwa Transit Authority (OTA)</td>
<td>Ottumwa</td>
<td>(AO &amp; MF)</td>
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<tr>
<td>Ames Transit Agency (CyRide)</td>
<td>Ames</td>
<td>(AO &amp;FM)</td>
</tr>
<tr>
<td>Bettendorf Transit System</td>
<td>Bettendorf</td>
<td>(AO&amp;FM)</td>
</tr>
<tr>
<td>Univ. of Iowa Cambus</td>
<td>Iowa City</td>
<td>(AO &amp; FM)</td>
</tr>
<tr>
<td>Cedar Rapids Five Seasons Transportation &amp; Parking (FST&amp;P)</td>
<td>Cedar Rapids</td>
<td>(AO &amp; FM)</td>
</tr>
<tr>
<td>Coralville Transit (CT)</td>
<td>Coralville Transit (CT)</td>
<td>(AO)</td>
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<tr>
<td>City of Council Bluffs</td>
<td>Council Bluffs</td>
<td>(AO)</td>
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<tr>
<td>Location</td>
<td>Site Details</td>
<td>Details</td>
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<tr>
<td>Davenport (CitiBus)</td>
<td>Rock Island, IL (AO &amp; FM)</td>
<td>AO; FM; &amp; VS (20 Dav. Owned 2 serv. veh MetroLink owned) inside jointly owned (42% Dav/58% MetroLink) bldg dedicated to public transit. In addition to combined VS inside (73), additional VS (6) outside onsite and (0) outside by RBT, DMT's paratransit service provider.</td>
</tr>
<tr>
<td>Des Moines Metropolitan Transit Authority (MTA)</td>
<td>Des Moines (AO &amp; FM)</td>
<td>AO; FM; &amp; VS 138 inside and 7-12 vanpool or supervisory vans outside at three Auth owned bldgs dedicated to public transit; Additional VS by several providers and at residences of or park-n-ride lots used by 60 vanpool(s) drivers.</td>
</tr>
<tr>
<td>Keyline Transit</td>
<td>Dubuque (AO &amp; FM)</td>
<td>AO; FM; &amp; VS (34) at City owned bldg dedicated to public transit; Most FM will be in two stalls dedicated to transit at City Public Works Facility under construction.</td>
</tr>
<tr>
<td>Iowa City Transit (ICT)</td>
<td>Iowa City (AO&amp; FM)</td>
<td>AO; FM; &amp; VS (27) in City owned bldg dedicated to public transit; Additional VS (10) by one paratransit provider.</td>
</tr>
<tr>
<td>Sioux City Transit (SCT)</td>
<td>Sioux City (AO &amp; FM)</td>
<td>AO; FM; &amp; VS (28) in (13) outside at City owned bldg dedicated to public transit. Additional AO in space leased by paratransit provider (SRTS)</td>
</tr>
<tr>
<td>Metropolitan Transit Authority of Black Hawk County (MET)</td>
<td>Waterloo (AO &amp; FM)</td>
<td>AO; FM; &amp; VS (46) inside at Authority owned bldg dedicated to public transit. Other AO at &amp; VS (2) outside at one paratransit provider.</td>
</tr>
</tbody>
</table>
Qualifications Submission Certification List

A principal for each prospective contractor is required to read, complete, sign and submit the documents listed below with their firm’s qualifications proposal:

*Include this list and each document with your Proposal.*

___1. Certification of Restrictions on Lobbying (for contracts or subcontracts with $100,000 or more value) Disclosure of Lobby Activities must be reported on standard form LLL. You may obtain a copy of this form at [http://sam.research.sc.edu/pdf/DisclosureOfLobbying.pdf#search='omb%20form%2003480046'](http://sam.research.sc.edu/pdf/DisclosureOfLobbying.pdf#search='omb%20form%2003480046')

___2. Certification Regarding Debarment, Suspension and other Responsibility Matters (For Contracts With $25,000 or Greater Value)

___3. Certification of Disadvantaged Business Enterprise (DBE) Participation

___4. Iowa DOT Form 102115- DBE Information- Statement of Commitments (This form can also be found at [http://www.iadotforms.dot.state.ia.us/iowadotforms/BrowseTemplates.aspx?frame=listing&zone=-21600&](http://www.iadotforms.dot.state.ia.us/iowadotforms/BrowseTemplates.aspx?frame=listing&zone=-21600&))

___5. Non-collusion Bidding Certification
CERTIFICATION OF
RESTRICTIONS ON LOBBYING
(for contracts or subcontracts with $100,000 or more value)

The undersigned (contractor) certifies, to the best of his/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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, 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 appropriated 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-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instruction as amended by government-wide guidance for new restrictions on lobbying 61 Fed. Reg. 1413(1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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 certificate is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. 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.

The Contractor, __________________________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC 3801, et. seq., apply to this certification and disclosure, if any.

______________________________  Signature of Contractor’s Authorized Official

______________________________  Name and Title of Contractor’s Authorized Official

______________________________  Date
IOWA TRANSIT VENDOR / SERVICE PROVIDER CERTIFICATION
REGARDING DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS
(For Contracts With $25,000 or Greater Value)

The ________________________________________ as a participant
in a FTA grant, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily
   excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment
   rendered against them for commission of fraud or a criminal offense in connection with obtaining,
   attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a
   public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft,
   forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen
   property;

3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal,
   State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification;
   and

4. Have not within a three-year period preceding this application / proposal had one or more public
   transactions (Federal, State, or local) terminated for cause of default.

(If the transit vendor or service provider is unable to certify to any of the statements in this
certification, the vendor / service provider shall attach an explanation of this certification.)

The ________________________________________ certifies or affirms the
(Name of Vendor or Service Provider)

truthfulness and accuracy of the contents of the statements submitted on or with this certification and
understands that the provisions of 31 U.S.C. Sections 3801 Et. Seq. are hereby applicable.

Date: __________________________ By: __________________________

(Name) __________________________________________

Title __________________________________________
CERTIFICATION OF DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION
(applicable to solicitations involving the purchase of non-rolling stock items/services)

On behalf of ________________________________________________________________,

(Prospective Contractor/Bidder)

the undersigned, as a duly designated official for the prospective contractor, hereby certifies that it shall
achieve a DBE participation in the project that this certification is submitted with of _____% , as documented
on the "Disadvantaged Business Enterprise Information: Statement of DBE commitments" (Iowa DOT Form
102115).

DBE Participation Certification:

_______________________________________________________

(Signatory for Vendor/Proposer)

Typed Name:____________________________________________

Title: ___________________________________________________

Date: ___________________________________________________

Solicitation: ______________________________________________
**A Iowa Department of Transportation**

**DISADVANTAGED BUSINESS ENTERPRISE INFORMATION STATEMENT OF DBE COMMITMENTS**
*(To be completed in ink by All Bidders as per the current DBE Specification)*

The submittal of this form with the signed proposal constitutes your DBE commitment. The following work will be subcontracted to **certified** DBE firms.

<table>
<thead>
<tr>
<th>1. DBE Firm*</th>
<th>2. Work or Items To Be Subcontracted</th>
<th>3. Submit Quote Yes/No</th>
<th>4. Use Quote Yes/No</th>
<th>5. Amount to DBE (Dollars)</th>
<th>6. Check If DBE Supplier</th>
<th>7. DBE Commitment (Dollars)</th>
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</table>

* For each DBE firm, column 1 (name of firm only), 4 & 5 must be completed to constitute a commitment to a DBE goal. The total DBE participation dollar commitment will be based on 100% of the dollars in column 5, or 60% of the dollars in column 5 if column 6 is checked.

**Total DBE Participation Commitment = $**

**Distribution: White Copy - submitted with bid; Yellow Copy - contractor**
I hereby swear (or affirm) under the penalty for perjury:

1. That I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);

2. That the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor for materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition.

3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and

4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Signature __________________________________________

Firm Name _________________________________________

Subscribed and sworn to before me this __________day of _________________, 20____

__________________________________________________
Notary Public

My commission expires________________________ , 20____

Bidder’s E.I. Number _______________________________________

Number Used on Employer’s Quarterly Federal Tax Return