

Invitation for Bid  
For

Public Transit Vehicle/Shelter Advertising

Issued by:

Iowa Department of Transportation, Office of Public Transit  
Bid# OPT2018PTVA

Publish Date  
8/31/18

Letting Date:  
9/28/18

Must be submitted no later than 2:00 PM Central Time  
Proposals received after this date and time will be rejected

***For information about this notice, and during this procurement,  
interested persons shall contact only:***

Ryan Ward, Transit Programs Administrator  
800 Lincoln Way  
Ames, Iowa 50010  
Phone: 515-222-7877  
E-Mail: [ryan.ward@iowadot.us](mailto:ryan.ward@iowadot.us)

This bid is conducted on behalf of Iowa's 35 designated public transit agencies, state of Iowa governmental agencies, and state board of regents

Issued addenda will be posted to internet website:

<http://www.iowadot.gov/transit/transit-procurement>

## Procurement Timetable

The following dates are set forth for informational and planning purposes. However, the Iowa DOT reserves the right to change the dates. All times listed are Central Time.

Event	Date
Issue IFB	09/03/2018
Bidder Requests for Clarifications, Changes, Approved Equals	09/17//2018
DOT Response	09/21//2018
Bid Opening/Proposal Due	09/28/2018
Announcement of Successful Bidders and Intent to Award (Multiple)	10/03/2018
Execution of Contracts	10/05/2018
Contracts Begin	10/05/2018
Contract Length/Renewals	2 years from start date. Renewals for 1 year at 3 years maximum

### GENERAL INFORMATION

This bid package includes the proposal, schedule of prices, standard terms and conditions, supplemental terms, specifications, and other information you need to prepare your bid. Submittals must be in an electronic format only mailed or hand delivered to Ryan Ward at Iowa DOT, Office of Public Transit 800 Lincoln Way, Ames, Iowa 50010 on one or more flash drives. Hard copies/binders will not be accepted. Please only provide the required documentation. Please provide a contact email address to [ryan.ward@iowadot.us](mailto:ryan.ward@iowadot.us) where Mr. Ward will send you a notification your bid was received on time.

### PROPOSAL STATEMENT

The entire contents of this Proposal, Addendums to the Proposal, Specifications, Supplemental Terms and Conditions, Standard Terms and Conditions, and Schedule of Prices shall become part of the contract.

We promise to enter into a contract within thirty (30) days after award or forfeit the proposal guaranty furnished herewith.

We promise to furnish all materials, equipment and/or services specified, in the manner and the time prescribed, at prices hereinafter set out.

We certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor, or potential competitor; and that this bid has not been knowingly disclosed prior to the opening of bids to any

other bidder or competitor.

We certify that all materials, equipment and/or services proposed meet or exceed the specifications and will be supplied in accordance with the entire contents of this proposal.

We promise to complete the contract within the contract period, or pay any liquidated damages, if stipulated, for each calendar day as set forth in the bid documents.

Signed\_\_\_\_\_

Company Name\_\_\_\_\_

Date\_\_\_\_\_

**Iowa Department of Transportation Standard Terms and Conditions**  
**For**  
**Submission of Responses to Solicitations**  
**-FORMAL-**

Formal is the procurement process required by Iowa law when the estimated, aggregate amount of the purchase equals or exceeds \$50,000.

The entire contents of this solicitation shall become a part of a contract or purchase order. In case of a discrepancy between the contents of the solicitation documents, the following items listed by descending order shall prevail:

- Addendums to the solicitation
- Solicitation
- Schedule of Prices
- Specifications
- Plans and Drawings
- Supplemental Terms and Conditions
- Standard Terms and Conditions

(Example - if a statement in the specifications contradicts a statement in the Standard Terms and Conditions, the statement in the specifications shall apply)

Preparation of Solicitation Response: All responses must clearly address all aspects of the solicitation. Responses must be typed or completed in ink and submitted on the forms supplied by the Iowa DOT. Responses must be signed and received prior to the opening date and time indicated on the Solicitation Response page or other specified areas throughout the solicitation document. The Responder's signed, submitted Response shall become the official response to be considered for award.

No email, fax or web link Responses will be accepted. Responses must be signed and uploaded on a flash drive and either delivered in person, by a mail, or by courier that ensures timely delivery.

**A. Solicitation**

1. Opening: The openings are open to the public and are conducted at the Iowa DOT, Ames complex unless otherwise specified. Responses received after the time of the opening will be returned unopened and considered non-compliant.
2. Communications: Questions concerning this solicitation should be directed to the procurement administrator listed in the IFB. Inquiries must be emailed.
3. Proposal Guaranty: If required, the Solicitation Response page will indicate the fixed percent of the security based on the cost of the Response. Security can be supplied in one of the following ways: (1) Certified check or credit union certified share draft, cashier's check, or bank draft, drawn on a solvent bank or credit union. Certified checks and certified share drafts shall be drawn and endorsed in the amount indicated. Checks or drafts shall be made payable either to the Iowa Department of Transportation (Iowa DOT) or to the Responder. If payable to the Responder, the check or draft shall be endorsed without qualifications to the Iowa DOT by the Responder or an authorized agent. (2) An insurance or surety company may be retained for the purposes of providing a bond as required by the solicitation. If a Bid Bond is chosen as the method of security, the Iowa DOT's Bid Bond form 131084 must be used and submitted with the solicitation response to be considered for award. No other forms will be accepted.
4. Pricing and Discount: Unit prices shown in the response shall be quoted as the price per unit (e.g., gal.,

case, each, etc.) as requested in the solicitation. If there is a discrepancy between the unit prices, extended price, or total amount of response, the unit prices shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase order. Discounts for early payment are allowed, but not considered in award of the contract.

5. Acceptance/Rejection: The Iowa DOT reserves the right to accept or reject any or all responses and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any supplier(s) or provider. The Iowa DOT also reserves the right to accept that response or responses which is deemed to be in the best interests of the state. Any unauthorized changes, additions, or conditional response including any ties to another response or any reservations about accepting an award or entering into a contract, may result in rejection of the response. Responses must remain available for award for thirty (30) days from opening date and time.

6. Results & Disclosure: Results will be posted on the Iowa DOT website at [www.iowadot.gov/transt](http://www.iowadot.gov/transt) under the "Procurement" link referencing the proposal number with an award recommendation indicated. At the conclusion of the selection process, the contents of all received responses will be placed in the public domain and be open to inspection by interested parties, according to state law. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the Response.

7. Quality of Goods: All material shall be new and of first quality. Items which are used, demonstrators, refurbished, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the Iowa DOT.

8. Recycled Content: The Iowa Code encourages purchase of products and materials with recycled content, including but not limited to paper products, oils, plastic products, compost materials, aggregate, solvents, and rubber products. Recycled items or alternatives must be noted in the Solicitation Response, if known.

9. Shipping Terms: Deliveries shall be F.O.B. Destination unless otherwise specified. All deliveries shall be accompanied by a packing slip indicating the Supplier, quantities shipped, and the purchase order number(s). All delivery charges shall be included in the base price bid. No collect C.O.D. deliveries shall be accepted. When entering into a contract, the Supplier shall notify the freight company that all freight and delivery charges are to be prepaid by the Supplier. Goods delivered to the Iowa DOT Distribution Center at 931 S. 4th Street, Ames, IA shall be received between the hours of 7:00 a.m. and 3:00 p.m. on any day except Saturday, Sunday, or a holiday. For deliveries to other Iowa DOT locations, the Supplier may contact the destination location for available times to deliver as not all Iowa DOT locations have the same business hours. The Iowa DOT will not be liable for any freight claims or unpaid freight bills arising from contract or purchase order issues.

## B. Award

The binding agreement (award) may be issued in the form a purchase order or contract or both depending on the requirements and complexity of the agreement.

1. Method of Award: Award shall be made to the responsible, responsive responder(s) whose response meets the requirements of the solicitation and is the most advantageous to the Iowa DOT and Iowa's designated public transit agencies. An Iowa company or individual will be given preference over an out-of-state company or individual when responses are equal in all aspects and are tied in price by virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa. (\* Note...projects funded with federal grants or for use on federally funded facilities, vehicles, and other equipment, preference will not be given to Iowa products or Iowa companies in accordance with

federal regulations).

2. Award Protests: Protests of award recommendations are to be addressed to the procurement administrator of the Iowa DOT Office of Public Transit.

3. Contracts: Successful Contractor(s) may be sent either a formal Contract, Notification of Award or Purchase Order as confirmation of acceptance and award. Any of these binding agreements shall be for the term stated in the solicitation or on a purchase order and may be renewed for additional period(s) under the same terms and conditions upon mutual agreement. The successful Contractor may not assign a contract to another party without written authorization from the Iowa DOT Purchasing Section. The Iowa DOT may offer a contract extension to the Contractor when a scheduled target date cannot be met.

4. Consumer Price Index (CPI-U): A CPI may be allowed as specified in the terms of the solicitation and at the discretion of the Iowa DOT based on currently posted CPI-U, US City Average, All Items – non-seasonally adjusted (NSA) unless otherwise specified. This applies each of any subsequent renewals, extensions, amendments issued under the contract for the duration of the contract.

5. Service Animals: Any contract or purchase order awarded to a contractor that employs persons that utilize service animals shall certify the following:

1. The service animal has had all legally required shots and immunizations, including, but not limited to, rabies vaccinations and necessary boosters;

2. The service animal has not ever bitten or otherwise attacked any individual. The animal is not aggressive towards others, and has not shown any aggressive tendencies towards others;

3. The service animal will be leashed or otherwise restrained at all times while present on Iowa DOT owned property;

4. The insurance coverage shall include coverage for service animal bites or other injuries caused by such animals;

5. Indemnification provisions shall hold the Iowa DOT harmless against any claims arising out of or relating in any way to service animal bites or other injuries caused by animals.

6. Payment Terms (if applicable) : The Iowa DOT typically pays properly submitted invoices within thirty (30) days of receipt, providing goods and/or services have been successfully delivered, installed or inspected (if required), and accepted. Invoices presented for payment must be only for quantities received by the Iowa DOT and must reference the purchase order number or contract number to be submitted for processing.

7. Default (Supplier): Failure of the Supplier to adhere to specified delivery schedules or to promptly replace rejected materials shall render the Supplier liable for all costs in excess of the Response price when alternate procurement is necessary. This shall not be the exclusive remedy and the Iowa DOT reserves the right to pursue other remedies available to it by law or under the terms of the binding agreement.

8. Default (Contractor): Failure of a Contractor other than a Supplier to meet any specified project completion deadline shall render the Contractor liable for all costs incurred by the Iowa DOT that were: a) necessary to meet said deadline; or b) necessary to complete said project after said deadline. This shall not be the exclusive remedy and the Iowa DOT reserves the right to pursue other remedies available to it by law or under the terms of the agreement.

#### C. General

1. Administrative Rules: For additional details on the rules governing the actions of the Iowa DOT Purchasing Section, refer to 761 IAC, Chapter 20, Iowa Administrative Code, entitled "Procurement of Equipment, Materials, Supplies and Services".

2. Affirmative Action: The Contractor (and also subcontractor, vendor, service provider or supplier) is prohibited from engaging in discriminatory employment practices forbidden by federal and state law,

executive orders and rules of the Iowa Department of Management, pertaining to equal employment opportunity and affirmative action. Contractor may be required to have on file a copy of their affirmative action program, containing goal and time specifications. Contractors doing business with Iowa in excess of \$5,000 annually and employing 50 or more full time employees may be required to file with the Iowa Department of Management a copy of their affirmative action plan. Failure to fulfill these non-discrimination requirements may cause the contract to be canceled and the contractor declared ineligible for future state contracts or subject to other sanctions as provided by law or rule.

3. Applicable Law: The contract shall be governed under the laws of the State of Iowa. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of a contract and which in any manner affect the work or its conduct. Any legal action relating to a contract shall only be commenced in the Story County, Iowa, District Court or the United States District Court for the Southern District of Iowa.

4. Conflict of Interest: No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract issued by the Iowa DOT, see Code of Iowa 314.2.

5. Debarment and Vendor Suspension: By submitting a response, the contractor is certifying that it and its principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the State of Iowa or any Federal department or agency.

6. Equal Opportunity: Responders to the solicitation must be an "Equal Opportunity Employer" as defined in the Civil Rights Act of 1964 and in Iowa Executive Order Number Thirty-four.

7. Indemnification-Goods: To the extent the goods are not manufactured in accordance with Iowa DOT's designs, Supplier shall defend, indemnify and hold harmless Iowa DOT, its assignees, and other users of the goods from and against any claim of infringement of any letters patent, trade names, trademarks, copyright or trade secrets by reason of sale or use of any articles purchased. Iowa DOT shall promptly notify Supplier of any such claim.

8. Indemnification-Services: The Supplier of services identified herein shall defend, indemnify and hold harmless Iowa DOT, the State of Iowa, its employees, agents and officials, from and against all claims of any kind arising out of or relating in any way to the services provided to Iowa DOT by said Supplier of services. Iowa DOT shall promptly notify Supplier of any such claim.

9. Infringement: Goods shall be delivered free of the rightful claim of any third party by way of infringement. Contractor shall indemnify and save harmless the State of Iowa and the Iowa DOT against all claims for infringement of, and/or royalties claimed under, patents or copyrights on materials and equipment furnished under this solicitation.

10. Iowa Open Records Law: All Solicitation Responses are subject to terms and provisions of Iowa Code Chapter 22 Examination of Public Records (Open Records), specifically 22.7- Confidential Records.

11. Records Audit: The contractor agrees that the Auditor of the State of Iowa or any authorized representative of the state, and where federal funds are involved, the Comptroller General of the U.S. Government, shall have access to and the right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the contractor relating to orders, invoices, or payments of a contract or purchase order.

12. Targeted Small Businesses: The Iowa DOT seeks to provide opportunities for women and/or minority small business enterprises. To apply for certification as an Iowa Targeted Small Business, contact the Iowa Department of Inspection and Appeals (515-281-5796). Contractors shall take documented steps to encourage participation from Targeted Small Businesses for the purpose of subcontracting and supplying of goods or services or both.

13. Taxes: Prices quoted shall not include state or federal taxes from which the state is exempt. Exemption certificates will be furnished upon request.

14. Termination:

- Termination Due to Lack of Funds or Change in Law

The Iowa DOT shall have the right to terminate this Contract without penalty by giving thirty (30) days written notice to the vendor as a result of any of the following:

- Adequate funds are not appropriated or granted to allow the Iowa DOT to operate as required and to fulfill its obligations under contract.

- Funds are de-appropriated or not allocated or if funds needed by the Iowa DOT, at the Iowa DOT's sole discretion, are insufficient for any reason.

- The Iowa DOT's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Iowa DOT.

- The Iowa DOT's duties are substantially modified.

Following a 30-day written notice, the Iowa DOT may terminate a binding agreement in whole or in part without the payment of any penalty or incurring any further obligation to the Responder. Following termination upon notice, the Responder shall be entitled to compensation upon submission of invoices and proper proof



## Table of Contents

1	<u>INTRODUCTION</u>
	1.1 Purpose & Overview of the IFB Process
	1.2 Definitions
2	<u>ADMINISTRATIVE INFORMATION</u>
	2.1 Issuing Officer
	2.2 Restriction on Communication
	2.3 Downloading the IFB from the Internet
	2.4 Procurement Timetable
	2.5 Questions, Requests for Clarification and Suggested Changes
	2.6 Amendment to IFB and Vendor Bid Proposal and Withdrawal of Bid Proposal
	2.7 Submissions of Proposals
	2.8 Bid Proposal Opening
	2.9 Costs of Preparing the Bid Proposal
	2.10 Reasonable Accommodations
	2.11 Rejection of Bid Proposals
	2.12 Disqualification
	2.13 Nonmaterial and Material Variances
	2.14 Reference Checks
	2.15 Information from Other Sources
	2.16 Verification of Bid Proposal Contents
	2.17 Criminal History and Background Investigation
	2.18 Bid Proposal Clarification Process
	2.19 Disposition of Bid Proposals
	2.20 Public Records and Requests for Confidential Treatment
	2.21 Copyrights
	2.22 Release of Claims
	2.23 Evaluation of Bid Proposals Submitted
	2.24 Award Notice and Acceptance Period
	2.25 No Contract Rights until Execution
	2.26 Choice of Law and Forum
	2.27 Restrictions on Gifts and Activities
	2.28 No Minimum or Maximum Guaranteed
	2.29 Conflicts Between Terms
	2.30 Licenses, Permits and Inspections
	2.31 News Releases
	2.32 Targeted Small Business Program
	2.33 Bidders' Conference (Pre-Bid)
	2.34 Presentation and Demonstrations
	<u>SPECIFICATIONS AND TECHNICAL REQUIREMENTS</u>
	3.1 Overview
	3.2 Project Purpose
	3.3 Vendor Responsibilities
	3.4 Prices
	3.5 Federal Regulations
	3.6 Warranty
	3.7 Equipment Requirements - Mandatory
	3.8 Altoona Test Requirements
4	<u>FORM AND CONTENT OF IFB</u>

- 4.1 Instruction
- 4.2 Technical Requirements
- 4.3 Evaluating Specifications

5 EVALUATION AND SELECTION

- 5.1 Award
- 5.2 Protest Procedure

6 CONTRACTUAL TERMS AND CONDITIONS

- 6.1 Contract Terms and Conditions
- 6.2 Contract Period
- 6.3 Supplier Qualification Requirement
- 6.4 Additional Cost Items Not In Contract
- 6.5 Equipment Delivery Schedule
- 6.6 Installation and Implementation
- 6.7 Scope of Work (Services)
- 6.8 Licenses
- 6.9 Labor Regulations
- 6.10 Contract Termination
- 6.11 Contractor's Insurance Requirements
- 6.12 Performance Bond
- 6.13 Force Majeure
- 6.14 Indemnification by Vendor
- 6.15 Indemnification by Department
- 6.16 Payment
- 6.17 Care of Property
- 6.18 Vendor Conduct
- 6.19 Public Contract Termination
- 6.20 Confidential Information

Attachments

Exhibits

Envelope label

## 1.1 Purpose & Overview of the IFB Process

The purpose of this Invitation for Bid (IFB) is to solicit bids from responsible bidders to provide the goods and/or services identified on the IFB cover sheet and described further in Section 3 of this IFB to the Iowa Department of Transportation (Iowa DOT). The Iowa DOT intends to award a contract(s) beginning on the contract date listed on page 2 and ending two years from that start date. The Iowa DOT may extend the contract(s) for up to the number of annual extensions identified on the IFB cover sheet at the sole discretion of the Iowa DOT. Any contract(s) resulting from the IFB shall not be an exclusive contract.

Bidders will be required to submit their bids on flash drives and either mail, hand deliver, or send via delivery company to the designated procurement officer (Ryan Ward) in the Office of Public Transit. It is the intention of the Iowa DOT to evaluate proposals from all responsible bidders that submit timely responsive bid proposals, and award the contract(s) in accordance with Section 5, Evaluation and Selection.

## 1.2 Definitions

The terms used in individual sections of this document are intended to be consistent with those commonly used in the application field in question. When responding, use the terms and acronyms used in this document, and define any terms or conditions that require further clarification.

1.2.1 “Bid Proposal” means the bidder’s bid or proposal submitted in response to the IFB.

1.2.2 “Contract” or “Resulting Contract” means the contract(s) entered into with the successful Contractor(s) as described in section 6.1.

1.2.3 “Bidder or Supplier” means suppliers submitting Bid Proposals in response to this IFB.

1.2.4 “Iowa DOT,” means the Iowa Department of Transportation identified on the IFB cover sheet as issuer of the IFB. The Iowa DOT will also execute the Resulting Contract.

1.2.5 “Participating Agency” or “Participating Agencies” means the agency or agencies identified on the IFB cover sheet as Participating Agencies and any other agency that decides to utilize the Resulting Contract.

1.2.6 “Procurement Timetable” (*on the page immediately following the IFB cover*) provide timeline, event and date information.

1.2.7 “Purchase Instrument” means the documentation issued by the State to the Contractor for a purchase of goods and/or services in accordance with the terms and conditions of the Contract. It may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the State. Any preprinted contract terms and conditions included on Contractor’s forms or invoices shall be null and void.

1.2.8 “Responsible Contractor” means a Contractor that has the capability in all respects to perform the requirements of the Resulting Contract. In determining whether a Contractor is a Responsible Contractor, the Iowa DOT may consider various factors including, but not limited to, the Contractor’s competence and qualifications to provide the goods or services

requested, the Contractor's integrity and reliability, the past performance of the Contractor relative to the quality of the goods or services offered by the Contractor, the proposed terms of delivery, and the best interest of the Iowa DOT and Participating Agencies.

1.2.9 "Responsive Bid Proposal" means a Bid Proposal that complies with the material provisions of this IFB.

1.2.10 "IFB" means this Invitation for Bid and any attachments, exhibits, schedules or addenda hereto.

1.2.11 "State" means the Iowa DOT, State of Iowa, and Participating Agencies identified on the Declarations & Execution Page(s), and all state agencies, boards, and commissions, and any political subdivisions making purchases off of the Resulting Contract as permitted by this IFB.

## 2.1 Issuing Officer

The State of Iowa Issuing Officer (procurement administrator), identified on the cover page is the sole point of contact regarding the IFB from the date of issuance until the notice of intent to award is issued (selection of the successful bidder).

## 2.2 Restriction on Communication

From the issue date of this IFB until the notice of intent to award is issued (announcement of the successful bidder), bidders may contact only the Issuing Officer.

The Issuing Officer will respond only to questions regarding the procurement process. Questions related to the interpretation of this IFB must be submitted in writing via email to the Issuing Officer by the deadline found in the Procurement Timetable listed immediately after the cover sheet. Verbal questions related to the interpretation of this IFB will not be accepted. Questions related to the interpretation of this IFB must be submitted as provided in section 2.5. bidders may be disqualified if they contact any state employee other than the issuing officer. Exception: bidders may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses. See section 2.32.

In NO CASE shall verbal communication override written communications. Only written communications are binding on the State.

The Iowa DOT assumes no responsibility for representations concerning conditions made by its officers or employees prior to the execution of a contract, unless such representations are specifically incorporated into this IFB. Verbal discussions pertaining to modifications or clarifications of this IFB shall not be considered part of the IFB unless confirmed in writing. All such requests for clarification shall be submitted in writing. Any information provided by the bidder verbally shall not be considered part of that Bidder's proposal. Only written communications from the Bidder and received by the Department shall be accepted.

With the exception of the written proposal which must be submitted by Bidders in accordance with Sections 4 and 5 herein, communications between the purchasing officer and Bidders may be conducted by email only.

## 2.3 Downloading the IFB from the Internet

The IFB and all addendums will be posted on the Department's home page at

[www.iowadot.gov/transit/transit-procurement](http://www.iowadot.gov/transit/transit-procurement). The bidder is advised to check the Iowa DOT's Office of Public Transit Procurement page for addendums to this IFB. It is the Bidder's sole responsibility to check for Addenda to posted documents.

Note: If you download the IFB from the internet, you must email the procurement administrator ([ryan.ward@iowadot.us](mailto:ryan.ward@iowadot.us)) This email must state that the IFB has been downloaded and the contact information of the downloading agency. The dates listed in the Procurement Timetable (on the page immediately following the IFB cover) are set forth for informational and planning purposes; however, the Iowa DOT reserves the right to change the dates. If a change is made to any of the deadlines for Bidder submission, the Iowa DOT will issue an addendum to the IFB. All times listed are Central Times.

## 2.4 Questions, Requests for Clarification, and Suggested Changes

Bidders are invited to submit written questions, requests for clarifications, and requests for approved equals regarding the IFB via email to the procurement administrator. The questions, requests for clarifications, or approved equals must be in **excel format** then emailed and received by the procurement administrator on or before the deadline stated in the Procurement Timetable (*on the page immediately following the IFB cover*). Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the IFB, the page and section number(s) must be referenced. **(NOTE: If you sent in requests for approved equals/clarifications in regard to the same specification on the same vehicle class on the previous bus bid, and that was approved, consider that pre-approved. This will in no way impact awards to those bidders that did not bid on previous procurement)**

Written responses to questions, requests for clarifications, or requests for approved equals will be sent on or before the deadline stated in the Procurement Timetable (*on the page immediately following the IFB cover*) to bidders who received IFB's. The Iowa DOT's written responses will be considered part of the IFB. If the Iowa DOT decides to adopt a change, the Iowa DOT will issue an addendum to the IFB.

The Iowa DOT assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the IFB.

Each bidder must inform themselves fully of the conditions relating to the proposal. Failure to do so will not relieve a successful bidder of their obligation to furnish all services required to carry out the provisions of his contract. Insofar, as possible, the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of, or interference with the work of any other contractor.

If a bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this IFB, the bidder should immediately notify Purchasing Officer in writing of such error and request modification or clarification of the IFB document.

## 2.5 Amendment to the IFB and Bidder Bid Proposal and Withdrawal of Bid Proposal

The Iowa DOT reserves the right to amend the IFB at any time. The bidder shall acknowledge receipt of an addendum in its proposal. If the amendment occurs after the closing date for receipt of bid proposals, the Iowa DOT may, in its sole discretion, allow bidders to amend their bid proposals in response to the Iowa DOT's amendment if necessary.

## Amendment by Bidder

The bidder may amend its bid proposal. The amendment must be in writing, signed by the bidder and received by time set for the receipt of proposals. Only amendments via email will be accepted.

Bidders who submit proposals in advance of the deadline may withdraw, modify, and resubmit proposals at any time prior to the deadline for submitting proposals. Bidders must notify the procurement officer in writing via email if they wish to withdraw their proposals. A Bidder shall not withdraw its Proposal or its prices prior to the end of the one hundred and eighty (180) day period immediately following the notice of intent to award a contract.

## 2.6 Submission of Bid Proposals (electronic on flash drive only)

The Department must receive the bid proposal at the Iowa Department of Transportation, Office of Public Transit, 800 Lincoln Way, Ames, Iowa 50010 before the deadline stated in the Procurement Timetable (*on the page immediately following the IFB cover*). This is a mandatory requirement and will not be waived by the Iowa DOT. Any bid proposal received after this deadline will be rejected.

Bidders mailing bid proposals must allow ample mail delivery time to ensure timely receipt of their bid proposals. It is the bidder's responsibility to ensure that the bid proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the bid proposal. Electronic mail and faxed bid proposals will not be accepted.

Bidders must furnish all information necessary to evaluate the bid proposal. Bid proposals that fail to meet the mandatory requirements of the IFB may be disqualified. Verbal information provided by the bidder shall not be considered part of the bidder's proposal.

## 2.7 Bid Proposal Opening

The bid proposals will remain confidential until the procurement administrator (and/or any additional required staff and public transit representatives) has reviewed all of the bid proposals submitted in response to this IFB and the Iowa DOT has announced a notice of intent to award a contract. See Iowa Code Section 72.3.

The names of the Bidders who submit proposals within the time frame permitted will be supplied to any person who requests such information after the proposal due date (opening). The announcement of names of Bidders who submitted a proposal does not mean that an individual proposal has been deemed technically compliant or that it has been accepted for evaluation.

## 2.8 Costs of Preparing the Bid Proposal

The costs of preparation and delivery of the bid proposal are solely the responsibility of the bidder.

No payments shall be made by the State to cover costs incurred by any Bidder in the preparation of or the submission of this IFB or any other associated costs.

## 2.9 Reasonable Accommodations

The Iowa DOT will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If accommodations are required at time of a bid opening, contact the issuing officer designated on the cover page.

## 2.10 Rejection of Bid Proposals

The Iowa DOT reserves the right to reject any or all bid proposals, in whole and in part, received in response to this IFB at any time prior to the execution of a written contract. Issuance of this IFB in no way constitutes a commitment by the Iowa DOT to award a contract. This IFB is designed to provide bidders with the information necessary to prepare a competitive bid proposal. This IFB process is for the Iowa DOT benefit and is intended to provide the Iowa DOT with competitive information to assist in the selection of a bidder to provide services.

It is not intended to be comprehensive and each bidder is responsible for determining all factors necessary for submission of a comprehensive bid proposal.

The Iowa DOT reserves the right to negotiate the terms of the contract, including the award amount, with the selected Bidder prior to entering into a contract (if applicable).

## 2.11 Disqualification

The Iowa DOT may reject outright and shall not evaluate proposals for any one of the following reasons:

2.11.1 The bidder fails to deliver the bid proposal by the due date and time.

2.11.2 The bidder fails to deliver the cost proposal in a separate envelope (if applicable)

2.11.3 The bidder states that a requirement of the IFB cannot be met.

2.11.4 The Bidder's Bid Proposal materially changes a requirement of the IFB or the Bid Proposal is not compliant with the requirements of the IFB.

2.11.5 The bidder's response limits the rights of the Department.

2.11.6 The bidder fails to include information necessary to substantiate that it will be able to meet a service requirement. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.

2.11.7 The bidder fails to respond to the Department's request for information, documents, or references.

2.11.8 The bidder fails to include a proposal guaranty, also known as bid bond or bid security, *if required*. See Bid Response and Section 4.2.14.

2.11.9 The bidder fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in section 4 of this IFB.

2.11.10 The bidder presents the information requested by this IFB in a format inconsistent with the instructions of the IFB or otherwise fails to comply with the requirements of this IFB.

2.11.11 The bidder initiates unauthorized contact regarding the IFB with state employees.

2.11.12 The bidder provides misleading or inaccurate responses.

2.11.13 The bidder fails to attend the mandatory Bidders Conference.

2.11.14 The bidder's Bid Proposal is materially unbalanced.

2.11.15 There is insufficient evidence (including evidence submitted by the bidder and evidence obtained by the Department from other sources) to satisfy the Department that the bidder is a Responsible Contractor.

2.11.16 The bidder alters the language in:

Attachment 1, Certification Letter

Attachment 2, Authorization to Release Information letter.

## 2.12 Nonmaterial and Material Variances

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

## 2.13 Reference Checks

The Iowa DOT reserves the right to contact any reference to assist in the evaluation of the bid proposal, to verify information contained in the bid proposal and to discuss the bidder's qualifications and the qualifications of any subcontractor identified in the bid proposal.

## 2.14 Information from Other Sources

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

## 2.16 Verification of Bid Proposal Contents

The content of a bid proposal submitted by a bidder is subject to verification. Misleading or inaccurate responses shall result in disqualification and rejection of the bid proposal.

## 2.17 Criminal History and Background Investigation

The bidder hereby explicitly authorized the Iowa DOT to conduct criminal history



and/or other background investigation(s) of the bidder, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the bidder for the performance of the contract.

## 2.18 Bid Proposal Clarification Process

The Iowa DOT reserves the right to contact a bidder after the submission of bid proposals for the purpose of clarifying a bid proposal to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the bidder has provided goods or services to the Iowa DOT or any other political subdivision wherever located, or requests for corrective pages in the bidder's bid proposal. The Iowa DOT will not consider information received if the information materially alters the content of the bid proposal or alters the type of goods and services the bidder is offering to the Iowa DOT. An individual authorized to legally bind the bidder shall sign responses to any request for clarification. Responses shall be submitted to the Iowa DOT within the time specified in the Iowa DOT request. Failure to comply with requests for additional information may result in rejection of the bid proposal as non-compliant.

## 2.19 Disposition of Bid Proposals

All proposals become the property of the Iowa DOT and shall not be returned to the bidder. In the event the Iowa DOT terminates this IFB, the Iowa DOT will destroy the bid proposals. Otherwise, at the conclusion of the selection process, the contents of all bid proposals will be in the public domain and be open to inspection by interested parties except for information for which bidder properly requests confidential treatment or is subject to exceptions provided in Iowa Code Chapter 22 or other applicable law.

## 2.20 Public Records and Requests for Confidential Treatment

The Iowa DOT may treat all information submitted by a bidder as public information following the conclusion of the selection process unless the bidder properly requests that information be treated as confidential at the time of submitting the bid proposal. The Iowa DOT release of information is governed by Iowa Code chapter 22. Bidders are encouraged to familiarize themselves with chapter 22 before submitting a proposal. The Iowa DOT will copy and produce public records as required to comply with the public records laws.

Any request for confidential treatment of specific information must be included in the transmittal letter with the bidder's Bid Proposal. In addition, the bidder must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law which support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. Pricing information cannot be considered confidential information. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the bidder to respond to any inquiries by the Iowa DOT concerning the confidential status of the materials.

Any bid proposal submitted which contains confidential information must be conspicuously marked on each page of the document containing confidential information (watermark). Failure to properly identify specific confidential information shall relieve the Iowa DOT or State personnel from any responsibility if confidential information is viewed by the public, or a competitor, or is in any way accidentally released. Identification of the entire bid proposal as confidential may be deemed non-responsive and disqualify the bidder.

If the bidder designates any portion of the IFB as confidential, the bidder must

submit one copy of the bid proposal from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in section 4 of this IFB. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the bid proposal as possible.

The Iowa DOT will treat the information marked confidential as confidential information to the extent such information is determined confidential under Iowa Code Chapter 22 or other applicable law by a court of competent jurisdiction. In the event the Iowa DOT receives a request for information marked confidential, written notice shall be given to the bidder seven calendar days prior to the release of the information to allow the bidder to seek injunctive relief pursuant to Section 22.8 of the Iowa Code. The Iowa DOT will release the information marked confidential in response to a request for public record records unless a court of competent jurisdiction determines the information is confidential under Iowa Code Chapter 22 or other applicable law.

The bidder's failure to request confidential treatment of material will be deemed by the Iowa DOT as a waiver of any right to confidentiality, which the bidder may have had.

## 2.21 Copyrights

By submitting a bid proposal, the bidder agrees that the Iowa DOT may copy the bid proposal for purposes of facilitating the evaluation of the bid proposal or to respond to requests for public records. The bidder consents to such copying by submitting a bid proposal and warrants that such copying will not violate the rights of any third party. The Iowa DOT shall have the right to use ideas or adaptations of ideas that are presented in the bid proposals.

## 2.22 Release of Claims

By submitting a bid proposal, the bidder agrees that it will not bring any claim or cause of action against the Iowa DOT based on any misunderstanding concerning the information provided herein or concerning the Iowa DOT failure, negligent or otherwise, to provide the bidder with pertinent information as intended by this IFB.

## 2.23 Evaluation of Bid Proposals Submitted

Bid proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with Section 5 of the IFB. The Iowa DOT will not necessarily award any contracts resulting from this IFB to the bidder(s) offering the lowest cost. Instead, the Iowa DOT will award the contract(s) to the compliant bidder(s) that are responsive and responsible. The intent is to award to multiple per category, but this is at the discretion of the procurement administrator. In the event that more than 5 responsible and responsive vendors per category have been evaluated, the procurement administrator may determine 5 qualified vendors based on the lowest bid base price (options prices will not be evaluated) and award contracts to those bidders. It may be determined that the public transit agencies needs are met with fewer than 5 therefore fewer will be awarded contracts as well. If multiple makes/models are bid from different vendors, the award will go to lowest base price vendor. Vendors may also be removed in any one or all sections if the base bid(s) is outside of a fair competitive range determined by the procurement administrator.

The evaluation and selection of a contractor or contractors will be based on; the information submitted in the proposal and references and required presentations and demonstrations (if applicable). Failure to respond completely may be the basis for rejecting a proposal. Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or

desired.

## 2.24 Award Notice and Acceptance Period

Notice of intent to award the contract(s) will be sent to all bidders submitting a timely bid proposal. Negotiation and execution of the contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by the Iowa DOT. If the successful Contractor(s) fails to negotiate and deliver an executed contract by that date, the Iowa DOT in its sole discretion, may cancel the award and award the contract to the next highest ranked bidder the Iowa DOT believes will provide the best value to the State.

After notification of the intent to award is made, and under the supervision of Iowa DOT staff, copies of proposals will be available for public inspection on the Office of Public Transit website.

Proposals containing proprietary information must have the specific information considered proprietary clearly marked. All information included in the proposal not indicated as proprietary will be open for inspection. All proposals become property of the Iowa DOT.

### 2.24.1 Award

It is the intent of the Iowa DOT to award the contract to the responsible bidder(s) whose submitted quotation is the most advantageous, costs and other factors considered. Other factors include, but are not limited to: meeting or exceeding mandatory requirements, proposed staffing, and meeting required time schedule. The Iowa DOT reserves the right to reject any or all bids, to waive formalities, and to accept the proposal(s) deemed to be best in accordance with Federal Transit Administration procurement guidelines. Bidders should note that items priced are subject to a financial assistance contract(s) between the Iowa DOT and Iowa Public Transit Systems funded by grants from the FTA and/or State of Iowa. Any unauthorized changes or omissions to the proposal forms will be considered sufficient grounds for rejection of bid(s)/proposal(s) and shall be considered non-responsive.

An evaluation team comprised of the Iowa DOT's Transit Programs Administrators and staff from Iowa public transit systems may be used to determine the awards of this IFB. The procurement administrator or designee may accept or reject the recommendation of the evaluation team. The final award decision will be made by the procurement administrator of the Iowa DOT Office of Public Transit.

## 2.25 No Contract Rights until Execution

The full execution of a written contract shall constitute the making of a contract for services and no bidder shall acquire any legal or equitable rights relative to the contract services until the contract has been fully executed by the successful bidder and the Iowa DOT.

## 2.26 Choice of Law and Forum

This IFB and the resulting contract are to be governed by the regulations of the Federal Transit Administration and the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the resulting contract. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. Bidders are responsible for ascertaining pertinent legal requirements and restrictions.

Any and all litigation or actions commenced in connection with this IFB shall be brought in the appropriate Iowa forum. Any legal action relating to the contract shall only be commenced in the Story County, Iowa, District Court or the United States District Court for the Southern District of Iowa.

## 2.27 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by state employees and requires certain individuals to disclose information concerning their activities with state government. Bidders are responsible to determine the applicability of this Chapter to their activities and to comply with the requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official. The laws of Iowa provide that it is a felony to offer, promise, or give anything of value or benefit to a state employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties. Evidence of violations of this statute will be submitted to the proper prosecuting attorney.

## 2.28 No Minimum Guaranteed

The Iowa DOT anticipates that the selected bidder(s) will provide services as requested by the approved purchasing agencies. The Iowa DOT will not guarantee any minimum compensation will be paid to any bidder or any minimum usage of the bidder's services/products. No minimum or maximum number of buses are required to be stated as the bid is conducted by a state agency (per FTA rules). Bus purchases are to be determined by funding levels awarded by the FTA from year to year and are outside the control of the Iowa DOT and the individual transit agencies, therefore stating numbers to be purchased is not possible.

## 2.29 Conflicts Between Terms

The Iowa DOT reserves the right to accept or reject any exception taken by the Bidder to the terms and conditions contained in this IFB. Should the Bidder take exception to the terms and conditions required by the Iowa DOT, the Bidder's exceptions may be rejected and the entire proposal declared nonresponsive. The Iowa DOT may elect to negotiate with the Bidder regarding contract terms that do not materially alter the substantive requirements of the request for proposals or the contents of the Bidder's proposal.

## 2.30 Licenses, Permits and Inspections

The Bidder shall give all notices and comply with all codes, laws, ordinances, rules and regulations of any public authority having jurisdiction that bears on the performance of its work. The Bidder shall pay for all licenses, permits and inspection fees required for its work. The Bidder must furnish copies of all approved inspection certificates and approvals from authorities having jurisdiction in a timely fashion upon completion of the work.

## 2.31 News Releases

News releases or other materials made available to the media or the public, the Bidder's clients or potential clients pertaining to this procurement or any part of the proposal shall not be made without the prior written approval of the Iowa DOT.

## 2.32 Targeted Small Business Program

The 1986 Iowa Legislature enacted legislation relating to procurement from Iowa Targeted Small Businesses. (Iowa Code, Chapter 73 and Iowa Administrative Code rules 820--[01,B] Chapter 2). It is hereby agreed that when entering into a contract with the State of Iowa, the bidder will take documented steps to

encourage participation from TSB's for the purpose of subcontracting and supplying of materials.

A list of Targeted Small Business Contractors is available on the Internet at <https://dia.iowa.gov/tsb> and *click on* Search Targeted Small Businesses.

2.33 Bidders' Conference (Pre-Bid)

A pre-bid conference will not be held for this IFB

2.34 Presentation and Demonstrations

There are no presentations or demonstrations planned for this IFB

### 3.1 Overview

This Invitation for Bid (IFB) describes a relationship to be established between the Public Transit Providers and a responder(s) to provide advertising on/in public transit vehicles. The IFB also specifies contractual conditions and details the basis for the responses, the subsequent review, and the final selection process. The Iowa DOT, Office of Public Transit is soliciting proposals for marketing services on behalf of the multiple transit providers in the state of Iowa, state regents, any state of Iowa department to be funded through Federal Sections 5310, 5311, and 5339 programs (as well as any FTA program re opened or new), other government programs, State funds, and agency local funds. The State will select the successful responders based on criteria set forth in Section 3, Evaluation Criteria. Participating agencies will select a vehicle and options available from the proposals only. Additional options may be provided (i.e. on-line marketing) but they will not be evaluated or used to determine awards. The agencies are not required to utilize these awards for marketing and are still free to conduct their own independent procurement if awardee(s) do not meet their individual needs.

Rural and urban public transit systems funded through state and Federal funds administered by the Office of Public Transit (as well as any other approved agency) will individually issue purchase orders/revenue sharing agreements through an approval process at the Office of Public Transit.

Responses will only be accepted from the marking firm themselves. Responders should briefly outline their company's experience and qualifications. The state reserves the right to inspect any vendor location to verify the accuracy of the information provided. All decisions of the state will be final.

All of the signage on/in vehicles, bus shelters, and/or bus benches shall be completely installed and all adjustments shall be made that are required to prepare the vehicle for immediate and continuous operation upon delivery. Any signage that is delivered which fails to meet specifications will be replaced or brought up to specification at no additional expense to the state or the public transit system. All signage must comply with all state, federal, and local agency regulations in effect on the contract start date.

### 3.2 Project Purpose

Seeking responsive and responsible bidders to provide up to 35 designated public transit systems and other stated agencies (if applicable) with transit vehicle, bus shelter, and bus bench marketing/advertising. Selected bidders will only be those that meet the minimum specifications and complete all required aspects of this IFB and can meet all FTA requirements.

### 3.3 Vendor Responsibilities

The Contract Bidder(s) will be required to provide the following:

3.3.1 Upon notification of Contract award, notify procurement administrator of the names and addresses of the suppliers/manufacturers, the locations of installation (including if you have the ability to travel to the transit agency facilities), plus the contact person at said locations. In the event the final installation process takes place in more than one location, the Contract Bidder shall so notify procurement administrator and describe the final installation processes to be performed at each location.

#### 3.3.2 Delivery and completion

3.3.2.1 Each application shall be completed within a time frame determined by the Responder's offer.

3.3.2.2 Make arrangements to correct, or have corrected, any and all vehicle, shelter, and/or

bench and/or included equipment deviations of specification requirements identified in the inspections. A vehicle, shelter, bench, etc will not be accepted until it passes all inspections by the transit representative.

- 3.3.2.3 An estimated schedule for completion time per application shall be submitted.
- 3.3.2.4 The Contract Bidder shall assume all responsibilities and liabilities incident to such delivery is applicable.
- 3.3.2.5 The Contract Bidder shall arrange for the complete correction of all defects occurring prior to acceptance of the vehicle. All defects occurring prior to acceptance of the vehicle shall be the responsibility of the Contract Bidder, and will be fully corrected at the Contract Bidder's expense and/or under applicable warranty, including transportation costs.
- 3.3.2.6 The Contract Bidder may only accept orders from the State of Iowa's 35 designated public transit agencies, and state offices and regents when referencing this procurement.
- 3.3.2.7 Usage Reports. Not required by the Office of Public Transit. Data is compiled through transit system reimbursements.

#### 3.4 Prices/Revenue Share.

**Prices/Revenue Sharing shall remain firm for the initial TWO-YEAR contract term.** A unit price based on minimum base specifications (which includes all delivery charges if applicable) must be stated for each item quoted. In case of an error in the total price, the unit price will prevail. Prices must be quoted in United States currency.

- 3.4.1 Transportation. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the ordering agency's receiving dock, warehouse, or purchasing agency facility unless otherwise stated in the Special Terms and Conditions.
- 3.4.2 Price changes. During the life of the Contract, any or all temporary price reductions/share changes, promotional price offers, introductory pricing, or any other offers or promotions that provide prices lower than or discounts higher than those stated in the Contract, must be given immediately to the procurement administrator and entities eligible to purchase from the Contract. Invoices for goods ordered or shipped or services performed during the decrease, or promotion, must immediately reflect such pricing.
- 3.4.3 Transportation cost. All costs associated with freight charges from the manufacturer to the Contract Bidder should be included in the base price of the bus. All equipment will be delivered to the Purchaser, FOB Destination, with transportation charges included in the base bid price. The Purchaser reserves the option to pick up the materials at the vendor location and will advise the Contract Bidder accordingly prior to the scheduled delivery date. All purchase orders and payments/revenue shares are to be made between the vendor and the transit agency
- 3.4.4 Quantity price/revenue. Responders may offer discounts/increased revenues to Purchasers that order more than one bus to be covered at a time. The adjustment offered, if applicable, will not be a factor in the evaluation process and must be listed in the quote. Responders may select and list options that would not receive the quantity order discount. Use the option number from the specifications to identify these options.
- 3.4.5 Complete and return. The Quantity price change Form, regardless if a discount is offered, that is included in Section VI, Required Forms.

3.4.6 Taxes. No taxes should be calculated into any costs. Taxes will be calculated and invoiced, if applicable, as a separate line item on the invoice. For the purposes of this solicitation, motor vehicle means any self-propelled vehicle required to be licensed for road use and any vehicle propelled or drawn by a self-propelled vehicle required to be licensed for road use. It includes vehicles such as cars, vans, pick-ups, trailers, and motorcycles. It does not include snowmobiles or manufactured homes.

### 3.5 Federal Regulations

3.5.1 FTA Regulatory Compliance. Specific provisions in the Contract article include, in part, certain standard terms and conditions required by the Federal Transit Administration (FTA), as set forth in 49 CFR section 18.36 and FTA Circular 4220.1F, dated November 1, 2008, or current circular, as amended, are hereby incorporated by reference. Notwithstanding anything to the contrary in the contract, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. The Contract Bidder shall not perform any act, fail to perform any act, or refuse to comply with any State of Iowa requests which would cause the State to be in violation of the FTA terms and conditions. The Contract Bidder shall comply with the required FTA clauses. The Contract Bidder's failure to comply with applicable FTA regulations, policies, procedures, and directives, as they may be amended or promulgated from time to time during the terms of the Contract, shall constitute a material breach of the Contract. All forms required as part of this proposal are included in the Contract by reference.

3.5.2 Lobbying Restrictions: The undersigned certifies, to the best of his or her knowledge and belief, that: 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 connection 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. If any funds other than Federal appropriated funds have been paid or will be paid 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 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 instructions (see attachment for signature page)

### 3.5.3 No Government Obligation to Third Parties

3.5.4.1 The Recipient 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 Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions. The Contract Bidder agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.



### 3.5.4 Program Fraud and False or Fraudulent Statements and Related Acts

3.5.4.1 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 the Federal Government deems appropriate.

3.5.4.2 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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

3.5.4.3 The Contract Bidder 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 that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### 3.5.5 Civil Rights

3.5.5.1 Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC. § 12132, and Federal transit law at 49 USC. § 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 Contract Bidder agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

3.5.5.2 Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract.

3.5.5.3 Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC. § 2000e, and Federal transit laws at 49 USC. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of US Department of Labor (US 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 11246 Relating to Equal Employment Opportunity," 42 USC. § 2000e 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 Contract Bidder agrees to comply with any implementing requirements FTA may issue.

3.5.5.4 Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC. § 623 and Federal transit law at 49 USC. § 5332, the Contract Bidder agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contract Bidder agrees to comply with any implementing requirements FTA may issue.

3.5.5.5 Disabilities. The Contract Bidder agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA) 42 USC 11401 et sec: Section 504 of the Rehabilitation Act of 1973, as amended, 19 USC 792, 49 USC 5301 (d); and the Federal Regulations including any amendments thereto: 49 CFR Part 27, 49 CFR Part 38; 28 CFR Part 35; 28 CFR Part 36; 41 CFR Subpart 101-19; 29 CFR Part 1630; 47 CFR Part 64, Subpart F; and 49 CFR Part 609.

3.5.5.6 The Contract Bidder also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

- 3.5.6 Noncollusion Certifications. When included with the IFB, the Responder shall complete and submit the Affidavit of No collusion, which is required on all responses (see attachments).
- 3.5.7 Fly America. The Contract Bidder agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contract Bidder shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contract Bidder agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
- 3.5.8 Disadvantaged Business Enterprises (DBE). Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs 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 national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere. The contractor shall not discriminate on the basis of race, color, 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 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 municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)). If a separate contract goal has been established, Bidders/offerors 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. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-

neutral means throughout the period of performance. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work. 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.

- 3.5.9 Certification of Restrictions on Lobbying; Disclosure. The Contract Bidder certifies that no federal appropriated funds have been paid or will be paid by or on behalf of the Contract Bidder for influencing or attempting to influence an officer or employee of any federal 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 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. This certification will be incorporated into the Contract. The Contract Bidder further certifies that, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the projects funded by the funds allocated to the Contract Bidder in this agreement, the Contract Bidder shall complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (see attachments).

The Contract Bidder will require the language of this certification be included in the award documents for any subcontracts over \$100,000.00 under the Contract. All subcontractors shall certify and disclose accordingly to the Contract Bidder. The certifications in this paragraph are material representations of fact upon which the State relies when this Contract is made.

- 3.5.10 Clean Air Act and Federal Water Pollution Control Act: The Contractor agrees; it will not use any violating facilities, it will report the use of facilities places on or likely to be placed on the U.S. EPA "List of violating facilities," it will report violations of use of prohibited facilities to the FTA, and it will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C 7401-7671Q); and the Federal Water pollution Control Act as amended (33 U.S.C 1251-1387)
- 3.5.11 Energy Conservation: The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- 3.5.12 Federal Changes: 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 Agreement (Form FTA MA (23) dated October 1, 2016) between Purchaser and FTA, as they

may have 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.

3.5.13 Incorporation of Federal Transit Administration (FTA) Terms: The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated October 1, 2016, 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 Iowa DOT requests which would cause Iowa DOT to be in violation of the FTA terms and conditions.

3.5.14 Resolution of Disputes, Breaches, Terminations, or Other Litigation:

Disputes. Disputes arising in the performance of this Contract which are not resolved by concurrence between the purchasing public transit agency and the contractor shall be decided in writing by the procurement administration. Such decision shall be final and conclusive unless within ten (10) days from the date of receipt of notice thereof by Contractor, Contractor mails or otherwise furnishes a written appeal to the procurement administrator. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the procurement administrator shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute. Unless otherwise directed by the procurement administrator, Contractor shall continue performance of its duties and obligations under the Contract Documents while matters in dispute are being resolved.

Claims for Damages. If the public transit agency or contractor suffers injury or damage to person or property because of any act or omission of the other party or of any of the other party's employees, representatives, or agents, The IowaDOT will not interfere or interject in any claims. Each purchasing agency is an independent entity and is responsible for their own claims, disputes, litigation outside of the IowaDOT. The procurement administrator will mediate and make a final determination in non-legal disputes (see disputes above). This IFB has been conducted on behalf of Iowa's public transit agencies, regents, and other state offices as a courtesy. The IowaDOT itself makes no purchases for or on behalf of public transit agencies. The IowaDOT does not require the purchasing agencies to purchase off of this procurement. Each agency has the right and authority to conduct their own procurement outside of this IFB; therefore, the IowaDOT has no involvement in legal issues between the purchasing agency and the Contractor and shall be indemnified.

Remedies. Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the purchasing public transit agency and Contractor arising out of or relating to the contract documents will be decided by the purchasing agency and the contractor.

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 purchasing public transit agency or Contractor shall constitute a waiver of any right or duty afforded under the Contract Documents, 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.

Terminations. See section 6.10

3.5.15 Recycled Products: 40 CFR Part 247 requires a preference for recycled materials. It is not an absolute mandate. 40 CFR 247.2(d) states as follows: RCRA section 6002(c)(1) requires procuring agencies to procure designated items composed of the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, considering such guidelines. Procuring agencies may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

3.5.16 Privacy Act: The Privacy Act of 1974, 5 U.S.C. § 552a , establishes a code of fair information practices that governs the collection, maintenance, use, and dissemination of information about individuals that is maintained in systems of records by federal agencies. A system of records is a group of records under the control of an agency from which information is retrieved by the name of the individual or by some identifier assigned to the individual. For more information search US Department of Justice Privacy Act of 1974.

4.1 Instructions: The following instructions prescribe the format and content of the Bid Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the proposal format may result in the rejection of the Bid Proposal. It is the request of the Iowa DOT that the following section headings be used in the bidder responses to this IFB and that they be arranged in the order as listed in the proposal. The bidder should provide a table of contents. Responses must be in sufficient detail to permit an understanding and comprehensive evaluation of the bidder's bid.

4.1.1 The Bid Proposal shall be submitted on a flash drive mailed/delivered:

4.1.2 The sealed envelope used to submit the flash drive bid shall be labeled as below with the name of the bidding agency and address in the top left corner of the envelope (see final page of this document)

*Iowa Department of Transportation  
Office of Public Transit  
800 Lincoln Way Ames, Iowa 50010  
Bus Bid IFB # OPT2018PTVA  
Attention: Ryan Ward*

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

- 4.1.2 Flash drive(s) and one (1) removable media (example: CD or flash drive) is allowed in the sealed envelope
- 4.1.3 If the Bidder designates any information in its Bid Proposal as confidential pursuant to Section 2.20, the Bidder must watermark or stamp "Confidential" clearly on each page.
- 4.1.4 Bid proposals shall not contain promotional or display materials.
- 4.1.5 Attachments shall be referenced in the Bid Proposal.

#### 4.3 Technical Proposal

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

##### 4.2.1 Transmittal Letter (Required)

An individual authorized to legally bind the Bidder shall sign the transmittal letter. The letter shall include the Bidder's mailing address, electronic mail address, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter and page numbers listed in accordance with the provisions of Section 2.21 In addition to the specific statutory basis supporting the request, an explanation why disclosure of the information is not in the best interest of the public. The transmittal letter shall also contain the name, address and telephone number of the individual authorized to respond to the Iowa DOT about the confidential nature of the information.

##### 4.2.2 Table of Contents

The Bidder should include a table of contents of its Bid Proposal and submit the check list of submittals per Attachment # 4.

##### 4.2.3 Terminations, Litigation, Debarment

The Bidder must provide the following information for the past five (5) years: (also see Attachment 1).

4.2.3.1 Has the Bidder had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.

4.2.3.2 Describe any damages or penalties assessed against or dispute settlements entered into by the Bidder under any existing or past contracts for goods and/or services. Provide full details regarding the incident, including the dollar amount of damages, penalties and settlement payments.

4.2.3.3 Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Bidder to engage in any business, practice or activity.

4.2.3.4 A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Bidder or its officers have been a party. The Bidder must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the Bid Proposal or in termination of any subsequent contract.

4.2.4.5 Any irregularities discovered in any of the accounts maintained by the Bidder on behalf of

others, describe the circumstances and disposition of resolving the irregularities. The above disclosures are a continuing requirement of the Bidder. The Bidder shall provide written notification to the Lead Agency of any such matter commencing or occurring after submission of a Bid Proposal, and with respect to the successful Bidder, following execution of the Resulting Contract.

#### 4.2.4 Certification Letter (Attachment 1)

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

4.2.4.1 The successful Bidder will be required to register to do business in Iowa before payments can be made. For bidder registration documents, go to:

<http://www.iowadotpurchasing.com>

#### 4.2.5 Acceptance of Terms and Conditions

The Bidder shall specifically agree that the Bid Proposal is predicated upon the acceptance of all terms and conditions stated in the IFB. If the Bidder objects to any term or condition, the Bidder must specifically take exception per the IFB page and section and provide the reason for the objection. Objections or responses that materially alter the IFB may be deemed non-responsive and result in rejection of the Bid proposal.

#### 4.2.6 Authorization to Release Information (Attachment 2)

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

#### 4.2.7 Firm Bid Proposal Terms (Attachment 4)

The Bidder shall guarantee in writing the availability of the goods and/or services offered and that all Bid Proposal terms, including price, will remain firm a minimum of 180 days following the deadline for submitting Bid Proposals.

4.2.8 Technical Specifications: When brand names of manufacturer's numbers are stated in the specifications, they are intended to establish a standard only and are not restrictive unless the Solicitation states "No Substitute." Responses will be considered on other makes, models or brands having comparable quality, style and performance characteristics. Manufacturer and/or vendor must include detailed information on the manufacturer's product that is being offered to the public transit agencies. The Contract Bidder must notify the State of the manufacturer's cut-off dates on equipment furnished within five business days after notice is received from the manufacturer. Failure to notify the State may result in disqualification from future State projects. Describe your ability to meet this requirement. As this IFB covers two years, it is assumed that a product or method of installation may change during the contract term. If these do occur during the term of the Contract, **price/revenue share adjustments will not be accepted**

## 4.3 Evaluating Specifications

4.3.1 Financial Proposal: Proposers need to include a revenue sharing plan that details an annual revenue guarantee which would be paid to each individual participating Iowa Public Transit Agency during each contract year (hereinafter referred to as a “Minimum Guaranteed Payment”) and a proposed percentage of net revenues due to the purchasing agency once the Minimum Guaranteed Payment has been exceeded (hereinafter referred to as a “Revenue Share”). Advertising shall include (at a minimum) interior flyers, external bus, bus shelters, and bus bunches. Bidder must supply a list of all available advertising options. There shall be no hidden costs or percentage of revenues. All costs, revenue, revenue share percentages, surcharges, fees, etc must specifically detailed in the bid. All application and removal of marketing materials shall be the responsibility of the bidder and costs associated must be part of the bid proposal.

4.3.2 Advertising Standards: Advertising to be displayed or played under the terms of this contract shall be of a reputable character, shall conform to recognized business standards and shall not conflict with the laws or regulations of the United States, State of Iowa or political subdivision, or individual public transit agency advertising policy. The public transit agencies reserve the right to screen and approve any advertisement prior to its production and installation. The public transit agency shall specifically review and approve (1) PSAs, (2) political advertising, and (3) donated advertising at their discretion and shall have the right to require the removal of any advertising which brings disrepute. The Contractor shall remove such advertising within a reasonable time of receiving notice from the public transit agency.

4.3.3 Special Situations: Special advertising situations are those situations where the transit agency is displaying advertising that does not generate revenue, but meets other objectives and goals of the agency. Special advertising situations may be placed as a Print Advertisement, Audio Advertisement or both. Special advertising situations, unless otherwise noted, are performed at no cost to the transit agency and do not entitle the successful bidder to any revenue share or payment under this agreement. Generally, these special advertising situations shall be displayed or played in available advertising space. In the event that available advertising space becomes limited, the transit agency reserves the right to set aside up to fifteen percent (15%) of available print advertising space for displaying special advertising situation ads. All forms of advertising which fall under special advertising situations may be removed if space is needed to place paid advertisements. The following are the permitted forms of special advertising situations allowed under this agreement:

4.3.3.1 In-House Messaging: In-House Messaging is any advertising that the public transit agency places to communicate messages from the agency to passengers and the general public. The public transit agency shall be responsible to pay production, installation, and removal costs. In-House Messaging may be removed to place paid advertisements.

4.3.3.2 Co-Promotions: Co-Promotions are ads with local attraction such as museums, zoos, sports teams, and special events such as RAGBRAI. The purpose of the co-promotion is often to encourage the public to take public transportation to the attraction or event. Co-promotions may be removed to place paid advertisements. The public transit agency and the Co-promoter shall jointly be responsible for the production, installation, and removal costs.

4.3.3.3 Donated Space: From time-to-time a transit agency may donate advertising space. Donated space may be made for advertising that serves the public interest, but may not meet the criteria for a Public Service Announcement. Donated advertisements shall be reviewed and approved in accordance with the agencies’ policies and procedures. The



organization placing the donated advertising is responsible for any production, installation, and removal costs.

4.3.3.4 Public Service Announcements: The agencies may allow Public Service Announcements (hereinafter referred to as PSAs) to be displayed on our transit vehicles and bus stop shelters or played as audio ads on our annunciator system. Organizations wishing to display or play PSAs shall submit their proposed advertisement for approval to the transit agency manager or designated employee. All PSAs will follow the guidelines of each agency's policies. The organization placing the PSA will be responsible for any production, printing, installation, and removal costs.

#### 4.3.4 Types of print advertising products:

4.3.4.1 The successful bidder shall provide a direct application bid and mounting on Coroplast (or approved equal) bid for the following advertising products described in this section. These categories of advertising products are representative of current applications used. Additional products, as approved by each transit agency, may be added as the successful bidder's advertising program develops and expands.

1. Full Wrap (35' and 40')- covers entire bus and windows; is an exterior display appearing on the entire bus. The bus is fully wrapped with full-color graphics produced on two kinds of bus wrap, one for the body of the bus and another for the windows.
2. King Kong Wrap (20' x 96")- covers top to bottom between wheel wells.
3. Full Back Wrap (99" x 96.5")- covers entire back of bus.
4. Half Back Wrap (99" x 38")- covers entire bottom half the bus back.
5. King (144" x 30")- covers portion of driver side of the bus between the windows and wheel wells.
6. Queen (108" x 30")- covers portion of passenger side of the bus between the windows and wheel wells.
7. Taillight Small (72" x 18")- covers a portion of the bottom half of the bus back.
8. Taillight Large (70" x 21")- covers a portion of the bottom half of the bus back.
9. Headlights (44" x 16")- Coroplast Mounted Only- covers a portion of the bike rack on the front of the bus.
10. Interior Small (11" x 17")- overhead ad in bus interior.
11. Interior Large (11" x 26")- overhead ad in bus interior.
12. Direct Ceiling Application (24" x 48") – direct application to the bus ceiling
13. Smaller bus/van (minivan, conversion van, bus 20' to 30') StreetSide/Curbside (55" x 18")
14. Smaller bus/van Back Window (55"x18")
15. Various sizes for shelters and benches

4.3.5 Marketing Partners: Bidder must supply a complete list of available marketing partners, their products, companies represented, etc. Agencies must have freedom to select the marketing that best meets their needs based on their location, agency needs, and local advertising policies. For example. If the vendor has a contract with a company that is based in Des Moines and only has services in Des Moines, a transit system in Decorah or Sioux City may not see a value in that advertising and may select another option or contract with another approved vendor that best meets their needs.

## 5.1 Award

See previous sections.

## 5.2 Protest Procedure

### Bid Specifications

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 Office of Public Transit (OPT) procurement administrator at the Iowa DOT no later than 72 hours prior to bid opening. If protests are received that cannot be resolved by the designated time for bid opening, the OPT shall delay the bid opening until the protest is resolved. However, the decision must be issued in writing by the OPT within no more than (5) 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 via email. This written protest must be received by the procurement administrator no later than (5) working days after notification to all bidders of their contract award decision, and the OPT must issue its written email decision within no more than (5) working days from the day the written protest was received. If a protester feels that the OPT has not followed these protest procedures, the protester has (10) working days from the alleged infraction to file a subsequent protest with the Iowa Department of Transportation Modal Division Director. The Iowa Department of Transportation Modal Division Director will issue its written decision within 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.

### Protest of Contract Award

Anyone wishing to file a protest concerning the contract award must do so in writing. The OPT must receive this written protest via email no more than five (5) working days after the bid award. The OPT will issue its written decision on the protest with (5) days of receiving the protest. If anyone wishes to protest the decision, they must submit such protest in writing to the Iowa Department of Transportation, Modal Division Director which must receive this written protest within (5) days of the initial protest decision. A concurrent letter on the protest must be sent to the OPT procurement administrator. The Department of Transportation will issue its written decision on any timely protest within ten (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 all administrative remedies with the SPO and then with the Iowa DOT Purchasing Director before pursuing a protest with the Federal Transit Administration (FTA). Reviews of any protest filed with the FTA will be limited to review of whether the OPT or the Iowa DOT, as the Grantee, failed to have or follow its protest procedures, or failed to review a complaint or protest. An appeal to FTA must be received by the cognizant FTA Regional [901 Locust Street, Kansas City, MO, Suite 404, 64106] or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation. Any protest filed with FTA shall also be sent simultaneously to and the OPT of the Iowa DOT. Any allegation that a violation of Federal law or regulation may have occurred shall be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be handled under the jurisdiction of Iowa or local authorities.

## 6.1 Contract Terms and Conditions

The contract(s) that the Department expects to award as a result of this IFB will be based upon the Bid Proposal submitted by the successful Bidder(s) and the IFB. The contract between the Department and the successful Bidder shall be a combination of the specifications, terms and conditions of the IFB, including the terms contained in the Department's attachment(s), the contract terms and conditions contained at the web-addresses contained in the IFB, the offer of the Bidder contained in the Bid Proposal, written clarifications or changes made in accordance with the provisions of the IFB herein and any other terms deemed necessary by the Department, except that no objection or amendment by a Bidder to the IFB requirements shall be incorporated by reference into the Contract unless the Department has explicitly accepted the Bidder's objection or amendment in writing.

The contract terms contained in Section 6 are not intended to be a complete listing of all contract terms but are provided only to enable bidders to better evaluate the costs associative with the IFB and the potential resulting contract. Bidders should plan on such terms being included in any contract awarded as a result of this IFB. All costs associated with complying with these requirements should be included in the pricing proposal or any pricing quoted by the bidder.

By submitting a Bid Proposal, each Bidder acknowledges its acceptance of the IFB specifications and the contract terms and conditions without change except as otherwise expressly stated in its Bid Proposal. If a Bidder takes exception to a provision, it must state the reason for the exception and set forth in its Bid Proposal the specific contract language it proposes to include in place of the provision. Exceptions that materially change the contract terms and conditions or the requirements of the IFB may be deemed non-responsive by the Iowa DOT, in its sole discretion, resulting in possible rejection of the Bid Proposal. The Department reserves the right to either award a contract(s) without further negotiation with the successful Bidder or to negotiate contract terms with the successful Bidder if the best interests of the State would be served.

## 6.2 Contract Period

See Previous Info

## 6.3 Additional Cost Items Not In Contract

The Department is unaware of any additional Contract terms that would add cost.

Notwithstanding, should any Contract items arise that would cost additional monies; those costs shall be borne by the Bidder.

## 6.4 Equipment Delivery Schedule

The equipment shall be delivered as agreed upon between the successful Bidder and the purchasing agency.

## 6.5 Installation and Implementation

Will be discussed between the vendor and the purchasing agency with the Iowa DOT serving as mediator only. Ad installation time, removal, marketing partners, etc will be evaluation as part of award.

## 6.6 Scope of Work (Services)

The services to be performed pursuant to and as a result of this contract by the bidder are described in Project Specifications, Section 3, and made a part hereof by this reference.

The bidder shall prepare and deliver specifications to the Iowa DOT which will detail the design, technical and functional capabilities, and other attributes related to the project, all as more fully described in Section 3.

### 6.7.1 Amendments to Scope of Services and Specifications.

The parties agree that the Scope of Services and the specifications may be revised, replaced, amended or deleted at any time during the term of this Contract to reflect changes in service or performance standards upon the mutual written consent of the parties. Changes resulting in increased costs and/ or creating an unusable vehicle

based on needs of the purchasing agencies may result in the cancelation of the contract if the procurement administrator deems that the needs of the purchasing agencies can be met with other contracted vendors.

#### 6.7.2 Industry Standards

Services rendered pursuant to this Contract shall be performed in a professional and workmanlike manner in accordance with the terms of this Contract and with generally acceptable industry standards of performance for similar tasks and projects. In the absence of a detailed specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard.

As long as the Iowa DOT notifies the bidder promptly of any services performed in violation of this standard, the bidder will re-perform the services, at no cost to Iowa DOT, such that the services are rendered in the above-specified manner.

#### 6.7.3 Non-Exclusive Rights.

This Contract is not exclusive. The Iowa DOT reserves the right to select other vendors to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract when necessary to meet the changing needs of the many purchasing agencies.

#### 6.8 Licenses

The Bidder shall include the cost for all software licenses and annual software maintenance fees required for its work (if applicable). The Bidder must furnish a written copy of the software Terms and Conditions of software agreement with the submitted proposal.

The Bidder shall give all notices and comply with all codes, laws, ordinances, rules and regulations of any public authority having jurisdiction that bears on the performance of its work.

#### 6.9 Labor Regulations

All contractors, before entering into a contract with the Iowa Department of Transportation, must be registered with the Division of Labor in the Workforce Development Department, 515-281-3606 according to chapter 91C, Code 1993.

#### 6.10 Contract Termination

It is imperative that the bidder consistently provides high quality services. Below are procedures that will be utilized in the event that the contract must be terminated due to the bidder's lack of ability to produce required results:

##### 6.10.1 Immediate Termination by the Iowa DOT

The Iowa DOT may terminate this contract in writing for any of the following reasons effective immediately without advance notice:

6.10.1.1 In the event the bidder is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

6.10.1.2 The Iowa DOT determines that the actions, or failure to act, of the bidder, its agents, employees or subcontractors have caused, or reasonably could cause, a client's life, health or safety to be jeopardized;

6.10.1.3 The bidder fails to comply with confidentiality laws or provisions;

6.10.1.4 The bidder furnished any statement, representation or certification in connection with this Contract or the IFB which is materially false, deceptive, incorrect or

incomplete;

#### 6.10.2 Termination for Cause

The occurrence of any one or more of the following events shall constitute cause for the Iowa DOT to declare the bidder in default of its obligations under this Contract.

- 6.10.2.1 The bidder fails to perform to the Iowa DOT's satisfaction, per Section 3 Project Specification requirements.
- 6.10.2.2 The Iowa DOT determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur.
- 6.10.2.3 The bidder fails to make substantial and timely progress toward performance and deliverables within the contract.
- 6.10.2.4 The bidder consistently misses deadlines agreed upon with the Iowa DOT procurement administrator.
- 6.10.2.5 The bidder replaces key personnel with individuals who have less experience, knowledge and skills in the areas of their responsibilities.
- 6.10.2.6 The bidder staff's knowledge, skills, and experience are unacceptable to the Iowa DOT and do not reflect what the bidder represented the skill sets of their staff that would be assigned to this engagement.
- 6.10.2.7 The bidder's staff turnover is unacceptably high to Iowa DOT.
- 6.10.2.8 The bidder fails to effectively manage bidder staff time and/or assignments and respond to Iowa DOT and/or purchasing agency question/comments in a timely manner.
- 6.10.2.9 The bidder's quality of work is unacceptable to Iowa DOT (i.e. incorrect results, standards are not followed).
- 6.10.2.10 The bidder's quantity of work is unacceptable to Iowa DOT. The bidder fails to perform additional assignments as requested.
- 6.10.2.11 The bidder does not respond to critical issues and/or fails to participate in problem resolution when asked. This includes requests for support in the evenings and weekends.
- 6.10.2.12 The bidder's deliverable(s) cause a major outage to the Iowa DOT's IT infrastructure.
- 6.10.2.13 The bidder becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the bidder terminates or suspends its business; or the Iowa DOT reasonably believes that the bidder has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
- 6.10.2.14 The bidder has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract.
- 6.10.2.15 The bidder has engaged in conduct that has or may expose the Iowa DOT to liability, as determined in the Iowa DOT's sole discretion.

6.10.2.16 The bidder has infringed any patent, trademark, copyright, trade dress or any other intellectual property right.

6.10.3 Notice of Default

If there is a default event caused by the bidder, the Iowa DOT shall provide written notice to the bidder requesting that the breach or noncompliance be remedied within the period of time specified in the Iowa DOT's written notice to the bidder. If the breach or noncompliance is not remedied by the date in the written notice, the Iowa DOT may either:

6.10.3.1 Immediately terminate the contract without additional written notice.

6.10.3.2 Enforce the terms and conditions of the contract and seek any legal or equitable remedies.

6.10.4 Termination Upon Notice

Following 30 days written notice, the Iowa DOT may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the bidder. Following termination upon notice, the bidder shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to the Iowa DOT up to and including the date of Termination.

6.10.5 Termination Due to Lack of Funds or Change in Law

The Iowa DOT shall have the right to terminate this Contract without penalty by giving thirty (30) days written notice to the bidder as a result of any of the following:

6.10.5.1 Adequate funds are not appropriated or granted to allow the Iowa DOT to operate as required and to fulfill its obligations under this Contract.

6.10.5.2 Funds are de-appropriated or not allocated or if funds needed by the Iowa DOT, at the Iowa DOT's sole discretion, are insufficient for any reason.

6.10.5.3 The Iowa DOT's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Iowa DOT.

6.10.5.4 The Iowa DOT's duties are substantially modified.

6.10.6 Remedies of the Bidder in Event of Termination by the Iowa DOT

In the event of termination of this Contract for any reason by the Iowa DOT, the purchasing agency shall pay only those amounts, if any, due and owing to the bidder for services and/or vehicles and vehicle components actually rendered up to and including the date of termination of the contract and for which the public transit agency is obligated to pay pursuant to this Contract. Payment will be made by the public transit agency only upon submission of invoices, required Buy America documentation, and FMVSS documentation and proper proof of the bidder's claim. This provision in no way limits the remedies available to the Iowa DOT under this Contract in the event of termination. However, the Iowa DOT shall not be liable for any of the following costs:

6.10.6.1 The payment of unemployment compensation to the bidder's employees.

6.10.6.2 The payment of workers' compensation claims, which occur during the contract or extend beyond the date on which the contract terminates.

6.10.6.3 Any costs incurred by the bidder in its performance of the contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the contract.

6.10.6.4 Any taxes that may be owed by the bidder in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

#### 6.10.7 Bidder Termination Duties

The bidder, upon receipt of notice of termination or upon request of the Iowa DOT, shall:

6.10.7.1 Cease work under this Contract and take all necessary and appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the contract, including, without limitation, results accomplished, conclusions resulting therein, any other matters the Iowa DOT may require.

6.10.7.2 Immediately cease using and return to the Iowa DOT any personal property or materials provided by the Iowa DOT to the bidder.

6.10.7.3 Comply with the Iowa DOT's instructions for the timely Transfer of any active files and work product produced by the bidder under this Contract.

6.10.7.4 Cooperate in good faith with the Iowa DOT, its employees, agents and bidders during the transition period between the notification of termination and the substitution of any replacement bidder.

6.10.7.5 Issue credit to the Iowa DOT for any payments made by the Iowa DOT for services that were inappropriately billed for services that were not rendered by the bidder.

6.10.7.6 Immediately deliver to the Iowa DOT any and all Deliverables for which the Iowa DOT or designated public agency has made payment (in whole or part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied as that time.

#### 6.10.8 Unacceptable Deliverables

The bidder shall be required to perform the work for each deliverable in accordance with the terms, conditions, and representations of this Contract.

#### 6.11 Contractor's Insurance Requirements

The resulting Contract will require the successful Bidder to maintain insurance coverage(s) of the type and in the amounts set forth below.

- It shall be the Contractor's responsibility to have liability insurance covering all of the project operations incident to contract completion and the Contractor(s) must have on file with the Contracting Authority a current "Certificate of Insurance" prior to award of contract. The certificate shall identify the insurance company firm name and address, contractor firm name, policy period, type of policy, limits of coverage, and scope of work covered (single contract or statewide). This requirement shall apply with equal force, whether the work is performed by persons employed directly by the Contractor(s) including a subcontractor, persons employed by a subcontractor(s), or by an independent contractor(s).
- In addition to the above, the Contracting Authority shall be included as an insured party, or a separate owner's protective policy shall be filed showing the Contracting Authority as an insured party.
- The liability insurance shall be written by an insurance company (or companies) qualified to do business in Iowa. For independent contractors engaged solely in the transportation of materials, the minimum coverage provided by such insurance shall be not less than that required by Chapter 325A, Code of Iowa, for such truck operators or contract carriers as defined therein. For all other contractors, subcontractors, independent contractors, and the Contracting Authority, the minimum coverage by such insurance shall be as follows:

*Comprehensive General Liability* including Contractual Liability; Contingent Liability; Explosion, Collapse and Underground Drainage Damage; Occurrence Basis Bodily Injury; Broad Form Personal Injury; Broad Form Property Damage.

6.11.1 Bodily Injury: The contractor will purchase and maintain throughout the term of this contract the following minimum limits and coverage:

- Each person - \$750,000
- Each Accident/occurrence - \$750,000
- Workers Compensation - \$750,000
- Statutory Limits - \$750,000

6.11.2 Operations:

- Property damage - \$250,000 each occurrence

6.11.3 Builders Risk Insurance (Optional)

Each Contractor holding a valid contract with the Owner shall furnish and pay for builder's risk insurance, providing coverage for at least the following losses: fire, extended coverage, vandalism and malicious damage to materials incorporated in the project, and materials purchased to be incorporated in the project, either stored on or off the permanent job site. If this insurance coverage is not provided, the Contractor shall assume all responsibility for the perils outlined above which may occur prior to project completion and acceptance.

Failure on the part of the Contractor(s) to comply with the requirements of this Article will be considered sufficient cause to suspend the work, withhold estimates, and to deny the Contractor(s) any further contract awards, as provided in Article 1103.01.

The Contractor(s) shall require all subcontractor(s) meet the above insurance requirements.

6.11.3 The Certificate of Insurance must include the following

- Iowa Department of Transportation must be listed as an additional insured
- Proposal Number
- Proposal Description
- Letting Date and Contract Period

6.12 Performance Bond

Not required for this IFB.

6.13 Force Majeure

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

As used in this Contract, "force majeure" includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party effected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent.

Failure to perform by a subcontractor or an agent of the Bidder shall not be considered a "force majeure" unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Contract. "Force majeure" does not include: financial difficulties of the Bidder or any parent, subsidiary, affiliated or associated company of Bidder; claims or court orders which restrict Bidder's ability to deliver the goods or services contemplated by this Contract; or Year 2000 issues or Y2K-related difficulties or problem.

If a "force majeure" delays or prevents Bidder's performance, the Bidder shall immediately



commence to use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be reasonably determined solely by the DOT.

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

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

#### 6.14 Indemnification by Bidder

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

Any violation or breach of this Contract including without limitation any of the Bidder's representations or warranties; or Any acts or omissions, including, without limitation, negligent acts or omissions or willful misconduct of Bidder, its officers, employees, agents, board members, contractors, subcontractors, or counsel employed by Bidder in the performance of this Contract, or any other reason in connection with the goods and services provided under this Contract; or Claims for any violation of any intellectual property right including but not limited to infringement of patents, trademarks, trade dress, trade secrets, or copyrights arising from the any of the goods or service performed in accordance with this Contract; or

The Bidder's performance or attempted performance of this Contract; or *Any failure by the Bidder to comply with all local, State and Federal laws and regulations*; or

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

The Bidder's duty to indemnify as set forth in this section shall survive the expiration or termination of this Contract and shall apply to all acts taken in the performance of this Contract regardless of the date any potential claim is made or discovered by the STATE.

#### 6.15 Indemnification by DOT

The State shall, only to the extent consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, indemnify and hold harmless the Bidder from and against any and all costs, expenses, loses, claims, damages and liabilities arising directly out of the negligence or wrongful acts or omissions of any employee of the DOT while acting within the scope of the employee's office of employment in connection with the performance of this Contract.

At the option of the Iowa DOT, the Bidder shall be represented by the Attorney General of the State or special counsel retained by the DOT or the Attorney General of the State with respect to any litigation brought by or against the Bidder or such persons with respect to any claims, damages, judgments, liabilities or causes of action to which such persons may be subject and to which they are entitled to be indemnified hereunder.

Indemnification under this Section shall survive the termination of this Contract and shall include reasonable fees and expenses of counsel and expenses of litigation. If the DOT shall have made any indemnity payments pursuant to this Section and the person to or on behalf of whom such payments are made thereafter shall collect any of such amounts from others, such person shall promptly repay such amounts to the DOT, without interest.

#### 6.16 Payment

Payment for services will be made to/from the Contract Bidder by/to each public transit system.

#### 6.17 Care of Property

The bidder shall be responsible for the proper custody and care of any the State- owned tangible personal property furnished for the bidder's use in connection with the performance of the contract, and the bidder will reimburse the Iowa DOT for such property's loss or damage caused by the bidder, normal wear and tear excepted.

#### 6.18 Bidder Conduct

The bidder shall adhere to State and other written established work rules. The Iowa DOT Workplace Environment Policies and Procedures will be provided to the bidder. These rules consist of commonly accepted, professional business conduct.

#### 6.19 Public Contract Termination

The Provisions of Iowa Law as contained in Chapter 573A of the Code of Iowa, an Act to provide for termination of contracts for the construction of public improvements when construction or work thereon is stopped because of national emergency shall apply to and be a part of this Contract, and shall be binding upon all parties hereto including sub-contractors and sureties upon any bond given or filed in connection herewith.

6.19.1 Legislative Changes. The Contractor expressly acknowledges that the contracted Deliverables are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the project, the Contractor shall not hold the Agency liable in any manner for the resulting changes. The Agency shall use best efforts to provide thirty (30) days' written notice to the Contractor of any legislative change. During the thirty (30)- day period, the parties shall meet and make a good faith effort to agree upon changes to the Contract to address the legislative change. Nothing in this Subsection shall affect or impair the Agency's right to terminate the Contract pursuant to the termination provisions.

6.20 Repayment Obligation In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the Contractor shall be liable to the Agency for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors. Confidential Information (Attachment 6)

6.20.1 The Contractor's employees, agents and subcontractors may have access to confidential information maintained by the DOT to the extent necessary to carry out its responsibilities under the Contract.

The Contractor shall presume that all information received pursuant to this Contract is confidential unless otherwise designated by the DOT. The Contractor shall provide to the DOT a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract. The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Contract. The private or confidential information shall remain the property of the DOT at all times.

6.20.2 No confidential information collected, maintained, or used in the course of performance of the Contract shall be disseminated by Contractor except as authorized by law and only with the prior written consent of the DOT, either during the period of the Contract or thereafter. Any data supplied by the DOT to the Contractor or created by the Contractor in the course of the performance of this Contract shall be considered the property of the DOT. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of the DOT. The Contractor may be held civilly or criminally liable for improper disclosure of confidential information.

- 6.20.3 In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the DOT and cooperate with the DOT in any lawful effort to protect the confidential information.
- 6.20.4 The Contractor shall immediately report to the DOT any unauthorized disclosure of confidential information.
- 6.20.5 The Contractor's obligations under this section shall survive termination or expiration of this Contract.

Alterations to this document are prohibited (see Section 2.12.16)

*Note: Effective Date follows signature of last page*

Ryan Ward, Transit Programs Administrator Iowa  
Department of Transportation 800 Lincoln Way  
Ames, Iowa 50010

Re: PROPOSAL CERTIFICATIONS

Dear Mr. Ward:

I certify that the contents of the Bid Proposal submitted on behalf of authorized Bidder Company name designated in response to Iowa Department of Transportation's Request for Proposal (IFB) designated on the cover page and specified following the signature line of this document are true and accurate. I also certify I have not knowingly made any false statements in its Bid Proposal as the representative for the Bidder.

#### Certification of Independence

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

1. The Bid Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Iowa DOT or any Participating Agency, or with any person serving as a member of the evaluation committee.
2. The Bid Proposal has been developed independently, without consultation, communication or agreement with any other contractor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Bid Proposal has not been and will not be knowingly disclosed directly or indirectly prior to the Iowa DOT's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by the Contractor to induce any other Contractor to submit or not to submit a Bid Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between the Contractor and the Iowa DOT or any Participating Agencies that interferes with fair competition or constitutes a conflict of interest.

#### Certification Regarding Debarment

6. I certify that, to the best of my knowledge, neither Contractor nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Bid Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently

indicted for, or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three-year period preceding this Bid Proposal had one or more public transactions (federal, state, or local) terminated for cause. This certification is a material representation of fact upon which the Iowa DOT has relied upon when this transaction was entered into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available, the Iowa DOT may pursue available remedies including suspension, debarment, or termination of the contract.

#### Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

7. Pursuant to Iowa Code Sections 423.2(10) and 423.5(8) (2009) a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under Iowa Code chapter 423 on all sales of tangible personal property and enumerated services. Contractors are required to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Bid Proposal in response to (IFB), the Contractor certifies the following: (check the applicable box)

Contractor is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432; or

Contractor is not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(42) and (43).

Contractor also acknowledges that the Iowa Department of Transportation may declare the Contractor's Bid Proposal or resulting contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Iowa Department of Transportation or its representative filing for damages for breach of contract in addition to other remedies available to Iowa Department of Transportation.

Sincerely,

[Signature of authorized representative]

[Print Name and Title]

[Printed Name of Contractor Organization]

[Date]

Attachment # 2 – Authorization to Release Information Letter

Alterations to this document are prohibited (see Section 2.12.16)

*Note: Effective Date follows signature of last page*

Ryan Ward, Transit Programs Administrator  
Iowa Department of Transportation 800 Lincoln  
Way Ames, Iowa 50010

Re: AUTHORIZATION TO RELEASE INFORMATION Dear Mr. Ward;

I certify that I am an authorized representative of the Bidder and hereby authorize the Iowa Department of Transportation or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to Request for Proposal Number (IFB) designated on the cover page and specified following the signature line of this document.

The Contractor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Contractor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Contractor is willing to take that risk. The Contractor hereby releases, acquits and forever discharges the State of Iowa, the Iowa DOT, Participating Agencies, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Iowa DOT or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to the IFB.

The Contractor authorizes representatives of the Iowa DOT or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Contractor's Bid Proposal submitted in response to the IFB.

The Contractor further authorizes any and all persons, entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Contractor's Bid Proposal. The Contractor hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Contractor that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Iowa DOT or the Evaluation Committee in the evaluation and selection of a successful contractor in response to the IFB.

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

Sincerely,

[Signature of authorized representative]

[Print Name and Title]

[Printed Name of Contractor Organization]

[Date]

Attachment # 3 – Requirements Checklist

This page is supplied as a checklist and is not intended to be used as an all-inclusive bid proposal requirement

Section	IFB REFERENCE	LOCATION OF RESPONSE
Cover	Bid Response	
Cover/4.3	Cost/Technical Specifications Response	
2.2/2.5	Acknowledgement that Proposal is not based on oral representations (Attachment 5)	
2.3/2.6	Vendor signed Addenda <i>if issued</i> . Posted on internet website: <a href="http://www.iowadot.gov/transit">www.iowadot.gov/transit</a>	
3	Specifications and Technical Requirements	
4.1.1	Original flash drive(s)	
4.1.4	Confidential Information noted on each corresponding page of the bid	
4.2.1	Transmittal Letter	
4.2.3	Termination, Litigation, Debarment	
4.2.4	Certification Letter (Attachment 1)	
4.2.5	Acceptance of Terms and Conditions	
4.2.6	Authorization to Release Information	
4.2.13	Firm Bid Proposal Terms (Attachment 4)	
6.20	Confidential Information & Non-Disclosure Agreement	

Ryan Ward, Transit Programs Administrator  
Iowa Department of Transportation 800 Lincoln  
Way Ames, Iowa 50010 Office of Public Transit  
800 Lincoln Way Ames, Iowa 50010

Re: Firm Prices

Dear Mr. Ward:

By submitting a proposal in response to Iowa Department of Transportation Request for Proposal Number listed below signature line, the undersigned certifies the following:

The Bidder shall guarantee in writing the availability of the products offered and that all bid proposal terms, including price, will remain firm based on criteria as stated in the IFB body.

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

Sincerely,

[Signature of authorized representative]

[Print Name and Title]

[Printed Name of Contractor Organization]

[Date]



Ryan Ward, Transit Programs Administrator Iowa  
Department of Transportation 800 Lincoln Way  
Ames, Iowa 50010

Re: Acknowledgement that Proposal is not based on oral representations or statements

Dear Mr. Ward:

By submitting a proposal in response to Iowa Department of Transportation Request for Proposal Number listed below signature line, the undersigned certifies the following:

1. The Bidder's proposal, including cost, is based solely on its own understanding of the requirements of the IFB based on the written contents of the IFB, and any written addenda and written clarifications provided to bidders during the procurement process by the purchasing officer.
2. The bidder acknowledges and agrees that the Iowa DOT is not bound by any oral or written representations, statements, promises, agreements (formal or informal), or understandings (collectively Statements) which were made at any time prior to or during the procurement process by an elected official, officer, appointed official, employee, agent, representative or consultant which are NOT expressly incorporated into the IFB or included by written addenda or written clarifications during the procurement process and issued by the purchasing officer.

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

Sincerely,

[Signature of authorized representative]

[Print Name and Title]

[Printed Name of Contractor Organization]

[Date]

## Exhibit Requirements Checklist

**THE RESPONDER MUST COMPLETE, SIGN AND RETURN THE FOLLOWING FORMS FOR EACH MANUFACTURER OFFERED WITH ITS RESPONSE:**

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### REQUIRED FORMS AND CERTIFICATIONS

- Exhibit A. Trade Secret Information Form
- Exhibit B. Affidavit of Non-collusion
- Exhibit C. Services and Delivery
- Exhibit D. Environmental Report
- Exhibit E. Taxpayer Identification
- Exhibit F. Buy America Rule Certification
- Exhibit G. Lobbying Restriction Certification
- Exhibit H. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Exhibit I. Clean Air Certification
- Exhibit J. Clean Water Certification

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**THE MANUFACTURER MUST COMPLETE AND SIGN THE FOLLOWING FORMS FOR EACH BODY, CHASSIS AND CLASS OFFERED AND THE SOLICITATION RESPONDER WILL RETURN THE FORM WITH ITS RESPONSE:**

- ~~Exhibit K. Certification of TVM/DBE Compliance~~
- ~~Exhibit L. Cargo Preference Certification~~
- ~~Exhibit M. Pre-Award and Post-Delivery Audit Certification~~
- ~~Exhibit N. Bus Testing Compliance Certification~~
- ~~Exhibit O. Certification of Compliance with Federal Motor Vehicle Safety Standards~~
- Exhibit P. ADA Certification
- Exhibit Q. Potential Participating Entities

**Exhibit A Trade Secret Information**

Data submitted in a response becomes public upon completion of the evaluation process and negotiations are complete, or upon completion of the selection process for a solicitation. However, "trade secret information" cannot be disclosed to the public. While the majority of data submitted in a response is not trade secret information, the following form is needed to assist the State in making appropriate determinations about the release of data provided in a response.

All responders must select one of the following boxes:

- My response does not contain "trade secret information." I understand that my entire response will become public record in accordance with Minn. Stat. § 13.591.
- My response does contain trade secret information because it contains data that:
  1. is a formula, pattern, compilation, program, device, method, technique or process; AND
  2. is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; AND
  3. derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

Complete only if trade secret status is asserted:

I am claiming that aspects of my response contain trade secret information. I have completed the following:

- I have clearly marked and placed any data I claim to be "trade secret information" on each corresponding page of the bid and have included explanation justifying the trade secret designation.

Please note that failure to attach an explanation may result in a determination that the data does not meet the statutory trade secret definition. All data for which trade secret status is not justified will become public in accordance with Minn. Stat. § 13.591.

By submitting this response, responder agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's withholding of data based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

**Exhibit B Affidavit of NonCollusion**

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);
2. That the attached response has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with any other bidder designed to limit fair or open competition;
3. That the contents of the IFB response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the responses; and
4. I certify that the statements in this affidavit are true and accurate.

Authorized

Signature:

Date:

Firm Name:

Subscribed and sworn to me this \_\_\_\_\_ day of

Notary Public My

commission expires

**Exhibit C Services and Delivery**

Service and delivery are important requirements for all State Contracts. The successful responder will be expected to ship all orders within the time specified in its response or, in the case of unanticipated problems causing a delay, notify the agency of the problem and when the shipment will be made. All requests for information from State agencies will be answered promptly. A copy of all correspondence to State agencies shall be sent to the Iowa DOT, Office of Public Transit procurement administrator. Any Contract Bidder found to be providing unsatisfactory service during the Contract period may be disqualified for a subsequent Contract award.

SUBSEQUENT CONTRACT REVISIONS No verbal or written instructions from State agencies or officials to change any provision of the resulting Contract shall be accepted by the Contract Bidder without the approval of the TPA. The Contract Bidder shall report any such requests to the TPA who will issue approval or denial in writing.

**CONTACT PERSON FOR ORDERS:**

NAME: \_\_\_\_\_ TITLE:  
TELEPHONE  
NUMBER: \_\_\_\_\_ FAX NUMBER:  
TOLL FREE  
NUMBER: \_\_\_\_\_ E-MAIL:

**CONTACT PERSON TO EXPEDITE ORDERS** (if different from above):

NAME: \_\_\_\_\_ TITLE:  
TELEPHONE  
NUMBER: \_\_\_\_\_ FAX NUMBER:  
TOLL FREE  
NUMBER: \_\_\_\_\_ E-MAIL:

**ORDER ADDRESS:**

## Exhibit D Environmental Products and Services

Environmental Characteristics for Reporting Purposes The State desires to purchase environmentally responsible goods and services where practicable. To identify these products and report the purchasing results, the State must know the environmentally responsible characteristics of the goods and services offered. Using the list of environmental codes below, specify which line items have environmentally responsible characteristics and enter the appropriate environmental code. The environmental codes\* are:

EE = Energy Efficient  
LT = Less Toxic  
PB = Plant-based  
RB = Rebuilt  
RC = Recycled Content

EM = Remanufactured  
RE = Repair  
US = Used  
WC = Water Conserving  
MU = Multiple Codes Specify:

(Post-consumer: %)

TO = Other Specify

RK = Reduced Packaging

NO = None

Enter the appropriate environmental code for each item offered, either after the description of the item, or after the price.

If all goods and services offered are the same environmental code, enter it here: \_\_\_\_\_

If none of the items being offered have environmental characteristics, please check and initial here:

\_\_\_\_\_ .

Mercury: The State cannot buy mercury in thermometers and certain other products. Please certify below if your product does or does not contain mercury. The actual product specification will stipulate if mercury is prohibited.

Does your product contain mercury?  Yes  No If

yes, list the components that contain mercury:

\_\_\_\_\_

### Environmental Codes Definitions

**EE (Energy Efficient):** A product that uses less energy (either electricity or fossil fuel) to accomplish its task relative to a comparable product or to an earlier version of the same product by the same manufacturer.

**LT (Less Toxic):** A product containing a smaller amount of toxic substances relative to a comparable product or a product reformulated to be less toxic.

**PB (Plant-Based):** A product derived from renewable resources, including fiber crops (such as kenaf); chemical extracts from oilseeds, nuts, fruits and vegetables (such as corn and soybeans); agricultural residues (such as wheat straw and corn stover); and wood wastes generated from processing and manufacturing operations. These products stand in contrast to those made from fossil fuels (such as petroleum) and other less renewable resources (such as virgin timber).

**RB (Rebuilt):** A product refurbished to a level less than a total remanufacture. The warranty is by the rebuilder, and may be different from the same product when new or remanufactured. Also called reconditioned or refurbished.

**RC (Recycled Content):** A product containing materials that have been recovered or diverted from the solid waste stream after consumer use (post-consumer).

RK (Reduced Packaging): A product presented for use with less packaging or alternative methods of packaging or shipping.

EM (Remanufactured): A product restored to its original condition by extensive rebuilding, usually given an equal or better warranty than a new product.

RE (Repair): A product that has had a defect corrected and can again serve its original function. Repairing is a less comprehensive process than either remanufacturing or rebuilding.

US (Used): A product used or owned before without further manufacture.

WC (Water Conserving): A product that requires less water to operate or to manufacture than a comparable product, or a different version of the same product from the same manufacturer.

MU (Multiple Codes): A product that has several significant environmentally responsible characteristics, and could be classified under more than one code, but not one code is predominant.

TO (Other): A product having environmentally responsible characteristics that does not fit into any of the categories listed above.

**Exhibit E Taxpayer Identification**

The Contract Bidder consents to disclosure of its social security number or federal employer tax identification number to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Contract Bidder to file tax returns and pay delinquent tax liabilities, if any.

Firm Name:

Address:

Federal Employer ID Number or Social Security: \_\_\_\_\_

Are you a sole proprietorship?                      Yes                      No

Are you an independent contractor?    Yes                      No



**Exhibit F Buy America Rule Certification**

The Contract Bidder agrees to comply with 49 USC. 5323(j) and 49 CFR 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.

A Responder must submit to the FTA recipient the appropriate Buy America certification (below) with all offers on FTA-funded contracts, except those subject to a general waiver. Responses 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 buses, other rolling stock, and associated equipment

Certificate of Compliance with 49 USC 5323(I)(2)(C)

The Responder hereby certifies that it will comply with the requirements of 49 USC. 5323(j) (2) (C) and the regulations at 49 CFR Part 661.

*Company Name* \_\_\_\_\_

*Signature* \_\_\_\_\_

*Title* \_\_\_\_\_

*Date* \_\_\_\_\_

Certificate of Compliance with 49 USC 5323(I)(2)(C)

The Responder hereby certifies that it cannot comply with the requirements of 49 USC. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 USC. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

*Company Name* \_\_\_\_\_

*Signature* \_\_\_\_\_

*Title* \_\_\_\_\_

*Date* \_\_\_\_\_

**Exhibit G Lobbying (31 USC. 1352, 49 CFR p. 19, 49 CFR p. 20)**

Byrd Anti-Lobbying Amendment, 31 USC. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 USC. § 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 USC. 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 USC. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING**

**LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements 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 connection 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 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 instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). 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 USC. 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, USC. § 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 USC. § 1352(c)(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.

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. A 3801, et seq., apply to this certification and disclosure, if any.

*SIGNATURE*

*TYPED OR PRINTED NAME*

*TITLE*

*COMPANY*

Office of the Secretary of Transportation 49 CFR Part 20, App. B

This disclosure form shall be completed by the reporting entity, whether Subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 USC, section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and ZIP code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the Subawardee, e.g., the first Subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontract, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city state and ZIP code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal domestic assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (IFB) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "IFB-DE-90-OO1."
9. For a covered Federal action where there has been an award or loan, commitment by the Federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (A) Enter the full name, address, city, state and ZIP code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(B) Enter the full names of the individual(s) performing service, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid to reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and review the collection of information.

Send comments regarding the burden estimate or any other aspect of this collection

49 CFR Pat 20, App. B

DISCLOSURE OF LOBBYING ACTIVITIES  
0348-0046

Approved by OMB

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352. Approved by OMB 4040-0013

- 1) Type of Federal Action:
- A. Contract
  - B. Grant
  - C. Cooperative Agreement
  - D. Loan
  - E. Loan Guarantee
  - F. Loan Insurance

- 2) Status of Federal Action:
- A. Bid/offer/application
  - B. Initial award
  - C. Post-award

- 3) Report Type:
- A. Initial filing
  - B. Material change

- 4) Name and Address of Reporting Entity:  
Prime  SubAwardee

Name: _____
Address: _____
City: _____
State: _____ Zip: _____
Congressional District if known _____

- 5) If reporting Entity in #4 is SubAwardee, Enter Name and Address of Prime

Name: _____
Address: _____
City: _____
State: _____ Zip: _____
Congressional District if known _____

- 6) Federal Department/Agency
- 

- 7) Federal Program Name/Description
- 

- 8) Federal Action # (if Known)
-

9) Award Amount (if known)

10) A. Name and Address of Lobbying Registrant

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_

B. Name and Address of Individual Performing Services

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_

11) Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: \_\_\_\_\_  
First Name \_\_\_\_\_ Last Name \_\_\_\_\_  
Title \_\_\_\_\_ PH # \_\_\_\_\_

Date \_\_\_\_\_

**Exhibit H Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

1. By signing and submitting this bid, the prospective lower tier participant is providing the signed certification set out below.
2. The certification referred to in this paragraph is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the State may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the State if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this paragraph, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 49 CFR Part 29. You may contact the State for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the State.
6. The prospective lower tier participant further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List issued by US General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this paragraph. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under subparagraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the State may pursue available remedies including suspension and/or debarment.



The prospective lower tier participant certifies, by submission of this offer, that neither it nor its “principals” [as defined at 49 CFR section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this certification.

*SIGNATURE*

*TYPED OR PRINTED NAME*

*TITLE*

**Exhibit I Clean Air Certification**

The Contract Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC. §§ 7401 et seq. The Contract Bidder 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.

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

*SIGNATURE*

*TYPED OR PRINTED NAME*

*TITLE*

**Exhibit J Clean Water Certification**

The Contract Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC. 1251 et. seq. The Contract Bidder 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.

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

*SIGNATURE*

*TYPED OR PRINTED NAME*

*TIT*

**Certification of Non-Compliance**

The Responder hereby certifies that it cannot comply with the requirements of 49 USC. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR 661.7.

*SIGNATURE*

*TYPED OR PRINTED NAME*

*TITLE*

**Exhibit P ADA Certification**

Certification of Compliance with the Americans with Disabilities Act of 1990

The manufacturer hereby certifies that it shall comply with all requirements relating to vehicle design or special equipment design as required by the Americans with Disabilities Act of 1990 and any other federal accessibility regulations and subsequent amendments thereto that may be applicable to this procurement.

*SIGNATURE*

*TYPED OR PRINTED NAME*

*TITLE*

## **Exhibit Q Potential Participating Entities**

The following is a list of the potential customers who would be approved to buy from awarded bidders.

### **Transit Agencies**

Burlington Urban Service  
City of Clinton, Municipal Transit Administration  
City of Fort Dodge (DART)  
Marshalltown Municipal Transit  
City of Mason City  
City of Muscatine  
Ottumwa Transit  
Ames Transit Agency/CyRide  
City of Bettendorf  
University of Iowa, Cambus  
Cedar Rapids Transit  
Coralville Transit System  
City of Council Bluffs  
Davenport Public Transit (CitiBus)  
Des Moines Area Regional Transit Authority (DART)  
City of Dubuque, The Jule Iowa City Transit Sioux City Transit System  
Metropolitan Transit Authority of Black Hawk County/Waterloo MET  
Northeast Iowa Community Action Corporation - Transit/NEICAC-T  
North Iowa Area Council of Governments/Region 2 Transit  
Regional Transit Authority/RIDES  
Siouxland Regional Transit System  
MIDAS Council of Governments  
Region Six Planning Commission/PeopleRides  
Iowa Northland Regional Council of Governments/ Regional Transit Commission Region 8 Regional Transit Authority (RTA)  
River Bend Transit  
East Central Iowa Council of Governments Heart of Iowa Regional Transit Agency  
Region XII Council of Governments/Western Iowa Transit System Southwest Iowa Planning Council/Southwest Iowa Transit Agency Southern Iowa Trolley 10-15 Regional Transit Agency  
South East Iowa Regional Planning Commission/SEIBUS  
Public Transit agencies not in Iowa, but part of an MPO shared between Iowa and another state.

### **Regents**

Iowa State University, University of Northern Iowa, University of Iowa

### **State Agencies Any State of Iowa Agency**

**Bidder**

**Iowa Department of Transportation  
Office of Public Transit  
800 Lincoln Way Ames, Iowa 50010  
Attn: Ryan Ward**

***SEALED BID***

**PROPOSAL NO:** \_\_\_\_\_

**PROPOSAL  
DESCRIPTION:** \_\_\_\_\_

**LETTING DATE:** \_\_\_\_\_