



INVITATION FOR BID FY20-B-002

for

RIDESHARE MINIVANS

for

DES MOINES AREA REGIONAL TRANSIT AUTHORITY

Service Requested:	Ride Share Minivans
Number of Contracts:	One
Duration:	180 Days
Funding Source:	Capital or Operating Budget
Date Issued:	January 23, 2020
Deadline for Questions Regarding this IFB:	February 10, 2020
Answers to Questions Posted on Website:	February 13, 2020
Bids Due:	February 24, 2020
Selection Goal Date:	February 26, 2020

**Des Moines
Area Regional
Transit Authority**

620 Cherry Street
Des Moines, Iowa
50309-4530

515-283-8100
Fax 515-283-8135
ridedart.com



LEGAL NOTICE

INVITATION FOR BID
FY20-B-002
RIDESHARE MINIVANS

Sealed quotes are hereby requested by the DES MOINES AREA REGIONAL TRANSIT AUTHORITY, 1100 DART Way, Des Moines, Iowa to be received until 11:00 a.m. local time, on February 24, 2020 for a contractor to provide rideshare vans.

Requests for clarification and/or questions concerning the issued document shall be directed to Amanda Waltz in the DART Procurement Department in written form by e-mail at awaltz@ridedart.com. All submittal questions concerning this IFB are due on February 10, 2020. This will be the only notice rendered for this procurement. Bid Documents can be obtained at DART Operations and Maintenance Facility at 1100 DART Way, Des Moines, Iowa 50309, during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday or DART website <http://www.ridedart.com/procurements.cfm>.

In accordance with Title VI of the Civil Rights Act of 1964, DART notifies all proposed vendors that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit a proposal in response to this request and will not be discriminated against on the grounds of race, color, or national origin in consideration of an award.

DES MOINES AREA REGIONAL TRANSIT AUTHORITY

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FY20-B-002 RIDESHARE MINIVANS**



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SECTION 1: QUOTE SUBMITTAL REQUIREMENTS

All quotes are subject to the conditions specified herein. Quotes that do not comply with these conditions are subject to being considered non responsive. Quoting firms shall include the following information, at a minimum, in their quote and shall organize their quote in the same order as the items are listed below.

1.1. GENERAL FORMAT

In preparing the Quote, prices must be submitted on the Pricing Form provided in SECTION 7.

1.2. SUBMITTAL

Quotes are due **February 24, 2020 by 11:00 am local time.**

Mailed or delivered quotes shall be addressed to:

Des Moines Area Regional Transit Authority
ATTN: Amanda Waltz, Procurement Department
1100 DART Way
Des Moines, Iowa 50309
Phone: 515-283-8146

1.3. QUOTE REQUIREMENTS

A. FORMS AND DOCUMENTATION

Compliance with these requirements is mandatory for contract award.

ATTACHMENT 1 – Acknowledgement of Addenda

ATTACHMENT 2 – Proposal Form

ATTACHMENT 3 – Non-Collusion Affidavit

ATTACHMENT 4 – Contractor's Statement on Sub-Contractors

ATTACHMENT 5 – Certification of Primary Contractor Regarding Debarment, Suspension, and Other Responsibility Matters

ATTACHMENT 6 – Certification of Lower-Tier Participants (Subcontractors) Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion

ATTACHMENT 7 – Certification of Restrictions on Lobbying

ATTACHMENT 8 – Disclosure of Lobbying Activities

ATTACHMENT 9 – Buy America Certification – Pre-Award Certification

ATTACHMENT 10 – Pre-Award FMVSS Certification

ATTACHMENT 11 – Pricing Form

SECTION 2: SCOPE OF WORK



2.1. INTRODUCTION AND BACKGROUND

The Des Moines Area Regional Transit Authority (DART) is the largest public transit agency in Iowa. DART serves 12-member governments, including: Altoona, Ankeny, Bondurant, Clive, Des Moines, Grimes, Johnston, Pleasant Hill, Unincorporated Polk County, Urbandale, West Des Moines and Windsor Heights. DART was formed in 2006 and operates a family of transportation services in the Greater Des Moines region connecting people to jobs, medical appointments, shopping, entertainment and more. DART maintains a fleet of more than 260 vehicles to provide four different services: Fixed Route (including 19 Local Routes, 7 Express Routes, 2 Shuttles and 1 Mobility on Demand zone), RideShare vanpools, Paratransit and On Call. The population of Des Moines is approximately 200,000 and the regional metro service area has a population of approximately 580,000. DART provides approximately 4.5 million unlinked trips each year.

DART is represented by a Board of Commissioners, with one member and one alternate from each of the 12-member governments it serves. The Chief Executive Officer (CEO) leads a 5-member leadership team which oversees the operation of the transit system. The leadership team is supported by approximately 75 administrative staff, including a team of 13 managers. DART also employs approximately 200 employees represented by two labor unions in operations, maintenance and facilities. Additional consultants are retained as needed to provide specialized technical assistance. DART receives funding from a variety of sources, including the Federal Transit Administration (FTA) of the United States Department of Transportation, the State of Iowa, through a transit levy of local property taxes, fares and other sources.

2.2. PROJECT DESCRIPTION

The Des Moines Area Regional Transit Authority (DART) is soliciting quotes from qualified vendors to bid for 6-passenger mini-vans with **up to a quantity of 20**, in accordance with the specifications listed below.

The equipment supplied shall be based on a standard model, customized as necessary to meet the requirements of the specification. All workmanship and materials shall be of good quality and design.

These requirements are not meant to be restrictive in any way, but are intended to assure that all proposals submitted for consideration will be of equal or greater design and capacity. The units must meet or exceed the following minimum specifications:

2.3. SPECIFICATIONS

Payload: Manufacturer's standard for a 6-passenger vehicle

SECTION 2: SCOPE OF WORK



- GVWR: Minimum 5900 lbs.
- Wheelbase: Minimum 115" wheelbase
- Engine: Minimum 3.5 liter gasoline/ethanol, V-6 with electronic fuel injection.
- Transmission: Automatic, FWD.
- Brakes: 4 wheel ABS with traction assistance and vehicle stability enhancement systems, power brakes, front and rear disc brakes
- Fuel Tank: 20 gallon minimum with tether fuel cap
- Fuel Economy: Estimated-combined City/Highway minimum 20 mpg
- Shocks: Front and rear heavy-duty shocks; Align-able front suspension
- Steering: Power steering with tilt-steering wheel and speed control
- Window: Sunscreen glass, factory tint windshield, front side windows and deep dark tint for passenger windows;(the standard tint is acceptable) Power windows for the driver & front passenger; windows for backseat passengers that provide air flow. Rear window defroster
- Windshield
Wipers: Minimum 2 speed, variable electric with intermittent feature and washer
- Doors: Dual sliding doors; Rear cargo door/lift-gate; Power locks with two remote controls
- Climate
Control: Separate controls for front and rear
- Tires: 4 identical all-weather tires. Compact or full size spare wheel and tire required; UNDER NO CIRCUMSTANCES SHALL THE SPARE TIRE BE MOUNTED ON THE OUTSIDE OF THE REAR DOOR
- Wheels: Alloy Wheels



SECTION 2: SCOPE OF WORK

- Mirrors: Side view mirrors with remote operation
- Headlights: Automatic
- Driver Information
- Center: Oil life monitor, tire pressure monitoring, tachometer and maintenance (lights on the dash are acceptable)
- Paint: Matching
- Radio: AM/FM stereo, clock
- Interior
- Lighting: Overhead passenger reading lights with switches for individuals at all seat locations behind the driver
- Exterior
- Lighting: Daytime running lights
- Interior
- Flooring: Front OEM carpet plus full length passenger compartment padded carpet
- Accessories: Deluxe sound insulation
Door/Side wall panels
Headliner, soft cloth with insulation
Gauges: oil pressure, voltmeter, engine temperature & trip odometer
Horn
All Weather Floor mats **(option)**
Mud Guards
Driver and front passenger air bags
Electronic ignition
5 Fully functioning keys/FOB, No valet
Back-up camera
Full tank of gasoline
- Tire Jack: The tire jack and tools must be secured from movement.
- Seats: All seats must meet FMVSS requirements; Driver and front passenger seats, high back cloth bucket seats (OEM); First row: high back cloth bucket seats on outboard sides; Back row: quick release hideaway

SECTION 2: SCOPE OF WORK



seat(s) or removable with cloth upholstery; The color of the seat covers must match on all seats; All seats must have headrests

Seat Belts: Must furnish all seat mounted 3 point seat belts; All seating locations are required to have three point harnesses integrated in the seat; All seat belts must meet FMVSS requirements

Minimum
Warranty: Bumper to Bumper Years: 3 (roadside assistance)
Bumper to Bumper Miles: 36,000
Extended 2-year roadside service **(option)**

2.4. OTHER REQUIREMENTS

All vehicles will meet all applicable Federal Motor Vehicle Safety Standards (FMVSS) specifications for the intended use and type of vehicle on the date of manufacture. Any future vehicle deliveries will be subject to applicable FMVSS standards as they may apply at the time of vehicle manufacture.

2.5. SERVICE STANDARDS AND EVALUATIONS

Specific requirements and standards are stated in Section 2.2, Project Description. These are minimum requirements. By submitting a bid in response to this IFB, vendors agree to comply with these standards. DART will monitor the Contractor's performance under this contract. Compliance with these service standards may be considered when evaluating performance.



SECTION 3: BID EVALUATION AND AWARD PROCEDURE

3.1. GENERAL GUIDANCE

DART reserves the right to accept or reject any or all bids, and enter into a Contract with such Bidder who is determined, by DART, to provide the services which are in the best interest of DART. DART may agree to such terms and conditions as it may determine to be in its interest.

DART reserves the right to request additional information from Bidders, to negotiate terms and conditions of the Contract, request oral presentations, or ask Bidders to appear before the Selection Committee to clarify points of their proposal. DART does not plan to include oral presentations at this time.

3.2. EVALUATION CRITERIA

The evaluation criteria for this procurement are, after bids are received but prior to award, the Project Manager and/or Procurement Manager will identify the firm that provided the lowest priced, responsive offer. There will be no immediate award announced. The Project Manager and/or Procurement Manager will concurrently determine if the offeror is responsible and eligible for contract award.

All Respondents will be notified after the Project Manager and/or Procurement Manager has selected the most qualified Respondent.

In the event of a tie, firms shall be asked for a Best and Final Offer (BAFO). The BAFO will be submitted as a sealed bid, to be opened publicly on February 25, 2020 at 1:00PM local time, at the location identified below.

3.3. BID OPENING INFORMATION

All bids that have been submitted by the Proposal Due Date and Time will be opened and recorded by DART at the following location:

DART Operations and Maintenance Facility
Hub Room
1100 DART Way
Des Moines, IA 50309

Bid opening Date and Time is February 24, 2020 at **11:00 am** local time.

**SECTION 4:
BID TIMELINE**



4.1. BID TIMELINE

The following timeline has been established for this Invitation for Bid:

TASK	DATE
Date Issued:	January 23, 2020
Deadline for Questions/Approved Equals Regarding this IFB:	February 10, 2020
Answers to Questions Posted on Website:	February 13, 2020
Bids Due:	February 24, 2020
Target Selection Date:	February 26, 2020
Target Contract Award Date:	March 5, 2020

SECTION 5: INSTRUCTIONS TO BIDDERS



5.1. INTERPRETATION OF IFB DOCUMENTS

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this IFB must be sent in writing (mail, e-mail, or fax) to the DART Procurement Manager and received by the date specified. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the IFB. All such addenda shall become part of the contract documents. DART will not be responsible for any other explanation or interpretation of the proposed IFB made or given prior to the award of the contract. The DART Procurement Manager will be unable to respond to questions received after the specified time frame. If no requests for clarification are submitted by the Bidder all conditions and requirements contained within are accepted and understood by the Bidder.

5.2. ADDENDUM TO IFB

If it becomes necessary to revise this IFB, any addendums will be posted on the DART website and/or to those having expressed an interest in submitting a quote.

5.3. TYPE OF CONTRACT

DART intends to award a firm fixed price contract for a purchase of up to 20 mini vans.

5.4. RIGHTS OF DART IN INVITATION FOR BID PROCESS

DART may investigate the qualifications of any Bidder under consideration. DART may require confirmation of information furnished by a Bidder, and require additional evidence of qualifications to perform the Services described in this IFB. DART reserves the right to:

- Disqualify any Bidder in accordance with Instruction to Bidders
- Reject any or all of the Bids, at its discretion
- Remedy errors in the IFB
- Cancel the entire IFB
- Issue subsequent IFB
- Appoint evaluation committees to review Bids
- Seek the assistance of outside technical experts to review Bids
- Approve or disapprove the use of particular Subconsultants and Suppliers
- Award a contract to one Bidder
- Disqualify the Bid(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder(s)
- Waive any informalities or irregularities in any Bid, to the extent permitted by law

This IFB does not commit DART to enter into a Contract.

SECTION 5: INSTRUCTIONS TO BIDDERS



5.5. DART PROTEST PROCEDURES

- A) **Who May Protest or Appeal.** Any Bidder showing a substantial economic interest in the award of a contract under this procurement who claims to be aggrieved in connection with the solicitation or proposed award of a contract under this procurement may protest to DART in accordance with the procedures set forth herein.
- B) **Timing of Protest.** A protest must be submitted by an Interested Party no later than 7 business days prior to the date and time designated for submittal of bids or proposals or within 5 business days after the allegedly aggrieved person or party is notified of contract award. All protest must be in writing and shall contain the following:
- the procurement title and/or number under which the protest is made;
 - the name and address of the allegedly aggrieved party;
 - a detailed description of the specific grounds for the protest and all supporting documentation;
 - the specific ruling or relief requested; and
 - the written protest shall be addressed to DART Procurement Manager, Des Moines Area Regional Transit Authority, 1100 DART Way, Des Moines, IA 50309.
- C) **Evaluation of Protests.** A protest decision should ordinarily be written and published within ten (10) working days of receipt of the protest. The Procurement Manager may extend the response period if additional time is required to gather and evaluate information necessary for the decision or for other good cause.

Upon receipt of a protest, the Procurement Manager shall notify parties involved in the procurement as identified above, and such DART personnel or others as may be appropriate or necessary to determine the validity of the protest. A notice of the receipt of a protest pertaining to a federally participating purchase shall be sent to the FTA regional office, per FTA Circular 4220.1F, Chapter VII, Sec. 1.a(2). Copies of the protest submittal, or portions thereof, may be provided to the notified parties as appropriate.

The Procurement Manager may request additional written information from the protestor or other parties, as necessary to determine the validity of the protest. A formal or informal hearing may be held. If a formal hearing is held, testimony shall be given under oath and a transcript or electronic recording of the proceeding shall be made; the transcript or recording shall be provided to the protestor and made part of the protest record.

The Procurement Manager shall redact from any submission under the protest process information which has been identified as proprietary, and which, in his/her judgment, is protected from disclosure under the Iowa Freedom of Information Act prior to furnishing such submission to any other party, unless the

SECTION 5: INSTRUCTIONS TO BIDDERS



person furnishing the information consents, in writing, to distribution of the information to other interested parties.

The Procurement Manager will consult DART Legal Counsel prior to issuing a decision regarding the protest.

- D) **Response to Protest.** Upon receipt of a timely written protest, the Procurement Manager will consider the protest in accordance with established procedures and promptly issue a written decision stating the reasons for the action taken and informing the allegedly aggrieved person of his/her right to appeal the decision to the General Manager.

The decision document will contain four parts:

- o SUMMARY – Describes briefly the protesting party, the solicitation involved, the issue(s) raised, and the decision.
- o BACKGROUND – Describes in more detail the history of the solicitation and the procurement events leading to the protest, the date the protest was received, and the process by which it was evaluated.
- o DISCUSSION – Identifies the issue or issues raised by the protestor, and the factors considered in reaching a decision, and the rationale for the decision.
- o DETERMINATION – States the decision and any remedy or subsequent action, e.g. cancellation of the procurement, resulting from it.

The decision made by the Procurement Manager shall be final and conclusive unless appealed in writing to the General Manager within 5 business days of receipt by the Protestor. The General Manager will consider the appeal and promptly issue a written decision, which shall be final and conclusive.

A Protestor may not commence litigation prior to exhausting all administrative remedies. Failure to exhaust all administrative remedies shall constitute an absolute waiver of the protestor's right, if any, to commence litigation.

Failure to comply with these protests and appeal requirements will render a protest or an appeal untimely or inadequate and may result in its rejection by DART.

After the exhaustion of all administrative remedies, the protestor shall have 10 calendar days to commence litigation. Failure to commence litigation within this limitation shall constitute an absolute waiver of the protestor's right

- E) **Record of Protest.** Upon receipt of a protest involving FTA funded contracts, FTA shall be notified, and shall be kept informed of the status of the protest until resolved.
- F) **Protest at the Federal Transit Administration level.** Protests made to the FTA will be limited to DART's failure to have or follow its protest procedures, DART's failure to review a complaint or protest, or violations of Federal law or regulation. Any protest to the FTA must be made in accordance with the following guidelines:

SECTION 5: INSTRUCTIONS TO BIDDERS



- A protest must be filed with the FTA no later than 5 business days after the protester learns or should have learned of an adverse decision by DART or other basis of appeal to FTA;
- A protest to FTA must be filed in accordance with FTA Circular 4220.1F, Chapter VII, as amended.
- The Procurement Manager shall submit to the FTA Regional Office a copy of all protests and DART's response.

5.6. PRICES, TERMS AND PAYMENT

Firm prices shall be proposed and must include all ancillary costs. Please note the following:

- Taxes: DART does not pay federal excise and sales taxes or state excise and use taxes on direct purchases (see Section 5.8 below).
- Mistakes: Bidders are expected to examine the conditions, scope of work, specifications and all instructions pertaining to the Invitation for Bid. Failure to do so will be at the Proposers risk.
- Invoicing and Payment: Charges rendered by Contractor to DART shall be due and payable on terms of Net 45 days after proper and complete billing is received by DART.

5.7. DURATION OF OFFER

All quotes shall remain in effect for a minimum of sixty (60) days from the bid opening date or scheduled date for receipt of bids. Bidders that allow less than sixty (60) days for acceptance by DART will be considered non-responsive and will be rejected.

5.8. TAX EXEMPTION

DART is exempt from payment of all Federal, State, and local taxes in connection with this Project. Said taxes shall not be included in the bid or proposal prices. If requested, DART will provide necessary tax exemption certificates.

5.9. LATE BIDS OR WITHDRAWAL OF BIDS

- Any quote received at the DART offices designated in the solicitation after the time specified for receipt of bids will not be considered and will be returned to the bidder unopened.
- A bid may be withdrawn in person by the bidder or their authorized representative, provided their identity is made known and a receipt is signed for the bid, and only if the withdrawal is made prior to the time specified for receipt of bids.

5.10. QUALIFICATIONS FOR AWARD



SECTION 5: INSTRUCTIONS TO BIDDERS

Award of this contract shall be made to the bid which is responsive in all respects to these procurement requirements, and where the Bidder is determined to be a responsible Bidder, a determination that shall be made solely at the discretion of DART. The Bidder affirms and declares:

- The Bidder has the capacity to do business within the State of Iowa.
- The Bidder has the capability to assure completion of the required services within the time specified under this contract.
- The Bidder presently has the necessary facilities, financial resources and licenses to complete the contract in a satisfactory manner and within the required time.
- The Bidder is of lawful age and that no other person, firm or corporation has any interest in this bid or the contract proposed to be entered into.
- The Bidder is not in arrears to the Des Moines Area Regional Transit Authority upon debt or contract and is not defaulting as surety or otherwise, upon any obligation to the Des Moines Area Regional Transit Authority.
- No member, officer, or employee of DART during his tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- To be "qualified" by DART, the bidder must have all State and Local licenses as legally required that are necessary to perform and complete the work as called for herein.
- The bidder is not debarred or suspended by the Federal Government.

5.11. WITHHOLDING AWARD

This solicitation for bids does not commit DART to award a contract, pay any costs incurred in preparation of bid or bids in response to this solicitation, or to procure or contract for goods or services. Bidder shall be responsible for all costs incurred as part of their participation in the pre-award process.

5.12. BID ACCEPTANCE, REJECTION, AND POSTPONEMENT

DART reserves the right to postpone, accept, or reject any and all bids in whole or in part, on such basis as the DART Commission deems to be in its best interest to do so, subject to the rules and regulations set forth by the U.S. Department of Transportation.

Any person, firm, corporation, Joint Venture/partnership, or other interested party that has been compensated by DART or a consultant engaged by DART for assistance in preparing the IFB Documents and/or estimate shall be considered to have gained an unfair competitive advantage in proposing and shall be precluded from submitting a response to the IFB.

Any person, firm, corporation, Joint Venture/partnership, or other interested party that has continued discussions regarding this IFB with DART or consultant staff other than the Contract Administrator (with the exception of the Contract Compliance Office regarding DBE informational requests or informational requests on the Lobbying Program) after the

SECTION 5: INSTRUCTIONS TO BIDDERS



IFB is issued may be considered to have gained an unfair competitive advantage in proposing and may be precluded from submitting a bid in response to the IFB.

5.13. USDOT/FTA/IDOT CONCURRENCE FOR CONTRACT AWARD

The award of a Contract for this Project may be subject to review and concurrence by the U.S. Department of Transportation, Federal Transit Administration and/or the Iowa Department of Transportation.

5.14. DEBARMENT AND SUSPENSION

Bidders shall complete and submit as part of their proposal, the Certification of Primary Contractor Regarding Debarment, Suspension, and Other Responsibility Matters for all projects when the total aggregate value of the contract exceeds \$100,000. The bidder shall also submit a list of subcontracts and subcontractors that will have a financial interest in this Project that exceeds \$25,000 or will have a critical influence on or a substantive control over the Project. A Certification of Lower-Tier Participants Regarding Debarment, Suspension, And Other Ineligibility and Voluntary Exclusions shall be submitted by the bidder to DART for each listed subcontractor prior to contract award.

During the term of the Contract the successful bidder will be required to immediately notify DART of 1) any potential subcontractor that is subject to this provision and to submit the appropriate certification prior to award of a subcontract, 2) any information that its certification or certification of its subcontractors was erroneous when submitted, 3) any information that certifications have become erroneous by reason of changed circumstances.

5.15. EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

DART agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h)(2) by refraining from using any federal assistance awarded by the Federal Transit Administration to support procurements using exclusionary or discriminatory specifications. DART further agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute.

5.16. LOBBYING CERTIFICATION

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or



SECTION 5: INSTRUCTIONS TO BIDDERS

award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

5.17. COLLUSION

The Proposer, by affixing his signature to the Certification Form, agrees to the following: "Proposer certifies that their proposal is made without previous understanding, agreement, or connections with any person, firm, or corporation making a proposal for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

5.18. LEGAL REQUIREMENTS

Federal, state, county and local laws and ordinances, rules and regulations shall govern submittal and evaluation of bids received and shall govern claims and disputes between Proposer(s) and DART by and through its officers, employees, authorized representatives, or any person, natural or otherwise. Lack of knowledge by Proposer is not a cognizable defense against legal effects.

5.19. EXCEPTIONS

Bidder is advised that if it wishes to take exception to any of the terms contained in this IFB it must identify the term and the exception in its response to the procurement. Failure to do so may lead DART to declare any such term non-negotiable. Bidder's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

5.20. PROJECT STARTUP

The Contractor agrees to commence work on this Project immediately upon the signing of this Contract by both parties

SECTION 6: CONTRACT PROVISIONS



The below contract provisions will form the basis of the contract that will be executed with the winning proposer.

DEFINITIONS

Terms not defined in the Contract Documents shall have the meanings ascribed to such terms in applicable federal, state or local laws and regulations. In the event there is a conflict between any defined terms, DART's reasonable interpretation of said term shall govern.

6.1. CONTRACT DOCUMENTS

For the purposes of this Contract, the following documents are collectively referred to herein as the **"Contract Documents"**:

- A) The third-party contracting requirements in Federal Transit Administration (**"FTA"**) Circular 4220.1F.
- B) Written change orders or amendments to this Contract which have been mutually agreed and executed by both parties;
- C) This Contract together with all Exhibits and attachments hereto;
- D) The Solicitation; and
- E) The Response

In the event of a conflict between the terms of any of the documents that constitute the Contract Documents, the order of precedence of such documents shall be in descending order starting from A). Unless specifically incorporated as an Exhibit or attachment hereto, Contractor's Response shall not constitute part of the Contract Documents. Any inclusion of the Response in an Exhibit or attachment hereto shall be for purposes of scope of work reference only, and any terms or provisions contained in the Response shall not be applicable and shall not constitute part of the Contract Documents.

6.2. COMPLIANCE WITH APPLICABLE LAW; LICENSES AND PERMITS; FEDERAL CLAUSES; FEDERAL CERTIFICATIONS

Contractor agrees to comply with all applicable federal, state, and local laws, ordinances, rules and/or regulations that in any manner relate to or affect the Services. Contractor must also maintain any and all appropriate licenses and permits to conduct business in DART's service territory and the state of Iowa. Contractor shall bind its Subcontractors to the obligations of this provision. Without limiting the foregoing, as applicable, Contractor agrees to abide by the provisions of the federal clauses (the

SECTION 6: CONTRACT PROVISIONS



“Federal Clauses”) set forth in Appendix A-1 attached hereto and made a part hereof. Further, Contractor agrees to execute all federal and state certifications (the “Federal and State Certifications”) set forth in Appendix A-2 [to be included upon contract execution] attached hereto and made a part hereof, as applicable to Contractor and its performance hereunder. Contractor shall at all times be responsible for ensuring that it is in compliance with the most current version of the Federal Clauses and Federal Certifications as may be found in the Third-Party Contracting Requirements.

6.3. REQUIRED NOTICE TO PROCEED

Contractor shall not proceed with any work required under the Contract Documents without a written notice of award from DART (the “Notice to Proceed”). Any work performed or expenses incurred by Contractor prior to receipt of the Notice to Proceed shall be entirely at Contractor’s risk.

6.4. CONTRACT TERM

Unless terminated in accordance with other provisions of this Contract or extended by mutual agreement of parties, the term of this Contract shall commence on the Effective Date and shall remain in effect for this one-time purchase.

6.5. CONTRACT PRICE AND PAYMENT

- A) Invoicing and Payment Procedures; Audit and Setoff Rights. DART agrees to pay Contractor for work which is performed, accepted, and approved by DART based on the negotiated payment schedule (the “Price Form”) as set forth in Section 7 Attachment 11.
- B) Attached hereto and made a part hereof. The invoice for work performed by Contractor pursuant to Contract Documents shall be sent to:

DART
Attn: Accounts Receivable
620 Cherry Street
Des Moines, IA 50309

DART may request additional documentation from Contractor prior to payment of any invoice from Contractor. DART may disallow and deduct any cost for which proper documentation is not provided, and DART may withhold payment for Services in the event DART deems such Services were improperly performed or failed to meet project specifications. Contractor shall, at a minimum, keep and maintain all records in connection with the Project for a minimum of three (3) years following completion of the Project, or for such longer times as may be required by law, but in any case in accordance with the record retention requirements contained in the Contract Documents. DART may, at any time, conduct an audit of any and all records kept by Contractor in connection with the Project. Any overpayment to Contractor by DART discovered during the course of such an audit shall be immediately refunded to DART

SECTION 6: CONTRACT PROVISIONS



or may be set off against future amounts owed to Contractor by DART, at DART's sole option.

- C) Time of Payment by DART. DART shall make full payment within net forty-five (45) days after the receipt and approval by DART of Contractor's invoice, unless otherwise stated in the Contract Documents.
- D) Prohibited Costs. Notwithstanding any other provision in the Contract Documents to the contrary, the provisions of Federal Acquisition Regulations Subparts 31.201 through 31.205 regarding "allowable costs" are hereby specifically incorporated by this reference.
- E) Receipt of Payment by Contractor as Release of DART. The acceptance by Contractor, its successors, or assigns of any progress payment or final payment due pursuant to the Contract Documents shall constitute a full and complete release of DART from any and all claims, demands, or causes of action whatsoever that Contractor, its successors, or assigns may have against DART in connection with the Services performed under the Contract Documents, through the date that the Services are rendered and for which such payment is made.
- F) Subcontractor Payments and Documentation. Contractor shall not subcontract any of its obligations under this Contract except to the extent specifically authorized herein. In the event Contractor utilizes any subcontractors and/or suppliers (each a "Subcontractor") in accordance with this Contract, Contractor agrees to pay each Subcontractor for satisfactory performance of their applicable subcontract no later than ten (10) business days from the receipt of each payment Contractor receives from DART. Contractor agrees further to return any retainage payments to each Subcontractor within ten (10) business days after the Subcontractor's Work is satisfactorily completed. Any delay or postponement of payment from the above-referenced timeframe may occur only for good cause following written approval of DART. This clause applies to both Disadvantaged Business Enterprise (as such term is used in the Third-Party Contracting Requirements) ("DBE") and non-DBE Subcontractors.

If Contractor fails to pay a Subcontractor within ten (10) business days, Contractor must notify DART and the affected Subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

Contractor is obligated to pay interest to any Subcontractor on all amounts owed by Contractor that remain unpaid after ten (10) business days following receipt by Contractor of payment from DART for Work performed by a Subcontractor under the contract between Contractor and said Subcontractor, except for amounts withheld as allowed in subsection (A) of this section. Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent (1%) per month, except for the amounts withheld.

Upon request by DART, Contractor shall provide DART with copies of billings and other

SECTION 6: CONTRACT PROVISIONS



invoices which may be received from any Subcontractors. In addition, Contractor will obtain lien waivers and releases in favor of DART, and in a form acceptable to DART, from any Subcontractor(s) for work so performed by that Subcontractor. DART shall have the right, but not the obligation, to directly contact and discuss with a Subcontractor any work performed by that Subcontractor under the Contract Documents.

6.6. CONTRACTOR'S OBLIGATIONS

- A) Contractor shall provide the specified product(s) to DART in conformance with the Invitation for Bid.
- B) As an independent contractor, Contractor shall, at its sole cost and expense, provide all labor, materials, equipment, tools, supplies and incidentals necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents.
- C) Contractor will render its Product/Services in accordance with the standard of care, skill and diligence exercised by members of the same profession providing similar products/services under similar conditions at the locale of the Project and at the time the Services are to be performed.

Contractor's performance shall be considered acceptable when:

- 1) Contractor's performance has been inspected and approved by DART and, if applicable, all punch-list items have been properly corrected to DART's satisfaction;
 - 2) Contractor has delivered to DART a final affidavit in form acceptable to DART, which incorporates a full, general release of DART from Contractor and its subcontractor(s), if any; and
 - 3) All the other duties and obligations to be performed by Contractor under the Contract Documents have been satisfactorily met or performed, including the delivery to DART of any materials or documentation relating to the Services, including any warranty materials.
- D) Contractor acknowledges that DART is a public agency that receives both federal and state funding. Contractor agrees to abide by and conform to all applicable federal and state laws, rules, and regulations, whether or not such laws, rules, and regulations are expressly set forth in the Contract Documents. Contractor hereby specifically agrees to abide by and conform to those certain rules and regulations promulgated by FTA and/or the Iowa Department of Transportation.
- E) Contractor acknowledges DART is exempt from payment of Iowa sales and use taxes, and DART agrees to sign an exemption certificate submitted by Contractor, if

SECTION 6: CONTRACT PROVISIONS



required. Contractor shall pay all applicable license fees and all applicable sales, use and other similar taxes relating to or arising out of the Contract Documents. Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with DART, and Contractor is not authorized to use DART's tax exemption number in securing such materials. DART reserves the right to "direct buy" from suppliers any materials to be furnished by Contractor under the Contract Documents, and, if DART elects to exercise such right, Contractor and DART shall enter into an appropriate amendment or change order reflecting the changed terms resulting from the "direct buy" (e.g., reduced contract price to be paid by DART, reduced delivery costs for the materials, etc.). In the event DART elects to exercise its "direct buy" right, Contractor shall still fully warrant those materials as if those materials were purchased from Contractor, and any bonds furnished by Contractor shall continue to apply to those materials.

- F) Contractor shall be responsible for payment of its employee(s)' Federal Insurance Contributions Act and Social Security benefits with respect to this Contract.
- G) Unless otherwise expressly set forth in the Contract Documents, Contractor shall be responsible for securing, at Contractor's sole expense, all necessary permits and approvals. Contractor shall promptly furnish copies of all such permits and approvals to DART as and when obtained.
- H) If applicable, Contractor shall be responsible to coordinate all tests and inspections necessary for the proper execution and timely completion of this Contract.
- I) Contractor shall be required to obtain and maintain during the term of this Contract, at Contractor's sole expense, any and all insurance required under the Contract Documents or as may be otherwise reasonably required by DART. DART shall be listed as an additional insured under said insurance policies. Contractor shall furnish certificates of insurance to DART.
- J) Contractor shall provide to DART such additional information as DART may reasonably request from time to time. At DART's request, Contractor and certain of its employees and representatives shall also meet with DART from time to time regarding the Services to be rendered under this Contract.

6.7. SUBCONTRACTING

- A) Identification of Subcontractors. Contractor shall identify any and all intended Subcontractor(s) in the Contractor's Response. Such identification shall include the entity name, address, primary contact person, and phone number for each Subcontractor, along with the type and percentage of the Services to be subcontracted.
- B) Binding of Subcontractors. Contractor is solely responsible for ensuring that all Subcontractors comply with the terms and conditions of this Contract as applicable

SECTION 6: CONTRACT PROVISIONS



to the work to be performed by the Subcontractor. At a minimum, Contractor shall bind any and all Subcontractors to the confidentiality, indemnification, insurance, and dispute resolution provisions and third-party contracting requirements provided hereunder.

6.8. DELAYS

Delays are viewed as any event that will hinder services for more than 2 business days. For a one time delay in services, the "No-show" clause in the Statement of Work will take precedence.

- A) Force Majeure. Neither party will be liable for its non-performance or delayed performance if caused by a Force Majeure Event (as defined herein). A "Force Majeure Event" shall be a condition beyond the performing party's control including, but not limited to acts of God, governmental restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. A party that becomes aware of a Force Majeure Event that will significantly delay performance will notify the other party promptly in writing (but in no event later than three (3) days) after it discovers the scope of the delay. If a Force Majeure Event occurs, the parties may execute a change order to extend the Services for a time period that is reasonable under the circumstances. Contractor shall not be entitled to any claim for damages on account of hindrances or delays for any Force Majeure Event whatsoever. This includes, but is not limited to, any actions which result in delays of scheduling, changes in the scope of Services as set forth in the Statement of Work, or increases in the cost of performance of the Services.
- B) Delays Caused by Contractor. If Contractor delays service to DART, DART will get appropriate credits to any invoices submitted by Contractor; and the parties will execute a written change order to credit DART for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by DART for suspending and re-mobilizing the work; project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan. Contractor shall not deny DART's right to an adjustment of time of performance and price based solely on DART's failure to timely assert its rights under this provision.
- C) Notification of Delay by Contractor. Contractor will verbally and via email notify DART's project manager as soon as Contractor has knowledge that an event has occurred which will substantially delay the Services. Within three (3) business days, Contractor will confirm such notice in writing, furnishing as much detail as is available. DART shall respond to Contractor within ten (10) calendar days in writing. DART may withhold amounts necessary to cover any costs incurred by DART for suspending and re-mobilizing the work; project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan. Both parties shall keep in contact with each other as to the status of such delay and

SECTION 6: CONTRACT PROVISIONS



shall agree in writing to a service restart date when the facts or matters giving rise to such delay have concluded and further delays are not foreseen.

- D) Notification of Delay by DART. DART will verbally and via email notify Contractor's project manager as soon as DART has knowledge that an event has occurred which will substantially delay the Service. Within three (3) business days, DART will confirm such notice in writing, furnishing as much detail as is available. Contractor shall respond to DART within ten (10) calendar days in writing. Both parties shall keep in contact with each other as to the status of such delay and shall agree in writing to a restart date when the facts or matters giving rise to such delay have concluded and further delays are not foreseen.

6.9. CHANGE ORDERS, AMENDMENTS OR OTHER MODIFICATIONS

- A) Generally. Any and all change orders, amendments, or other modifications to any of the Contract Documents, including this Contract, shall have no effect unless set forth in a writing signed by both parties. A party may request a change order or other amendment or modification as permitted hereunder by providing a written request to the other party. Contractor will not be compensated for any work performed or goods delivered unless and to the extent mutually agreed and provided for in a written change order signed by both parties.
- B) Additional Services. DART reserves the right to request additional goods and/or services related to this Contract. Changes affecting the Contract Price, Performance Schedule, or Statement of Work must follow these guidelines for implementation of the requested change:
- 1) DART's authorized representative may, at any time, make changes within the general scope of this Contract by providing a written, detailed request for the change. Upon receipt of DART's requested change order, Contractor shall provide DART's authorized representative a written, detailed proposal including updated price, schedule, and scope of work changes for work to be performed.
 - 2) When approved by DART as an amendment or change order to this Contract and authorized in writing by DART and Contractor, Contractor shall provide such additional requirements as may become necessary.
 - 3) Failure of the parties to agree to any written amendment or change order shall be resolved under the Dispute Resolution (Section 16) procedures set forth in this Contract.

6.10. REPRESENTATIONS AND WARRANTIES

Throughout the Term, Contractor represents and warrants that the Services will be in conformance with the specifications set forth in the Statement Work and as otherwise set forth in the Contract Documents, in all material respects.

SECTION 6: CONTRACT PROVISIONS



6.11. PATENT, INTELLECTUAL PROPERTY, AND COPYRIGHT INFRINGEMENT AND INDEMNIFICATION

- A) No Infringement. Contractor represents and warrants that it owns or has the absolute right to sell, license, or otherwise grant the rights in the Services, including, without limitation, any strategies, techniques, analytics, data, designs, equipment, hardware and software, conveyed to DART pursuant to this Agreement, and that neither the Services nor any of components thereof infringe any patent, copyrights, or other intellectual property right of, or misappropriates the trade secrets of any person or entity. Contractor hereby grants to DART all rights in patents, copyrights, trademarks, trade secrets, and any other intellectual property for services and work products created under this Agreement. Software utilized under this Contract is proprietary and ownership of the software remains with Contractor and/or its subcontractors, as the case may be. DART agrees to: (1) take reasonable steps to maintain Contractor's and Subcontractor's rights in the software; (2) not sell, transfer, publish, display, disclose, or make available the software, or copies of the software, to third parties except where DART may disclose the software to designated Federal representatives under a nondisclosure agreement executed by both parties, (3) not use or allow to be used, the software either directly or indirectly for the benefit of any other person or entity, and (4) not use the software, along with its Updates (as defined herein), patches or Upgrades (as defined herein), on any equipment other than the equipment on which it was originally installed, without Contractor's written consent. "Updates" are defined as bug fixes or patches. "Upgrades" are defined as any new feature or major enhancement to the software or hardware.
- B) Indemnity. Contractor will defend, at its expense, any suit brought against DART to the extent it is for infringement of any patent, copyright, or other intellectual property rights, which covers, or alleges to cover, Contractor's Services or any components thereof or the products or equipment of any Subcontractor that are part of the Services, and Contractor will indemnify DART for damages and costs of DART for an infringement claim. Contractor shall not enter into any settlement that obligates DART to incur any expense, adversely impacts DART's rights under this Contract or interferes with the operation of DART's business without DART's prior written consent. If in any such suit so defended, the Services or any components thereof are held to constitute an infringement and its use is enjoined, or if in light of any claim of infringement Contractor deems it advisable to do so, Contractor may at its option and expense (i) procure for DART the right to continue using the Services and all components, or (ii) replace or modify it so that it becomes non-infringing while providing functionally equivalent performance.

6.12. CONFIDENTIALITY AND PROPRIETARY RIGHTS

In connection with this Contract, DART may provide, or Contractor may otherwise have access to, certain confidential information of DART, whether in written or oral form. Contractor shall maintain the confidentiality of DART's confidential information and will

SECTION 6: CONTRACT PROVISIONS



not copy, reproduce, or disclose it to any third party. Contractor shall only use the confidential information in furtherance of its performance under this Contract and shall restrict disclosure of confidential information to its employees who have a “need to know” the information for such purpose. To the extent DART's confidential information is furnished to a Subcontractor to procure supplies or otherwise perform Services for this Contract, Contractor shall ensure that such disclosure is strictly limited to the extent necessary for the Subcontractor to perform its portion of the Services, and Contractor shall bind each such Subcontractor to the obligations of this section. Contractor shall take all necessary and appropriate precautions to safeguard the confidentiality of the confidential information. These precautions shall in any case be of at least the same degree of care that Contractor applies to its own confidential information and will not be less than reasonable care. Further, such precautions shall include binding its employees to confidentiality provisions consistent with this section. The confidential information, including any and all proprietary rights and intellectual property contained therein, is and shall at all times remain the property of DART, and no grant of any proprietary rights in the confidential information or intellectual property is given or intended, including any express or implied license, other than the strictly limited right of Contractor to use the confidential information in the manner and to the limited extent permitted by this Contract. Contractor acknowledges that compliance with this section is necessary to protect the business and proprietary information of DART, and that a breach of the same will cause irreparable and continuing damage for which money damages may not be adequate. Consequently, if Contractor breaches or threatens to breach this section, DART is entitled to seek temporary, preliminary, or permanent injunctive relief, or other equitable relief, in order to prevent such damage in addition to money damages and any and all other relief and remedies available to DART under applicable law.

6.13. TERMINATION

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

- B) Termination by DART for Breach or Default. If Contractor does not deliver the Services in accordance with the Performance Schedule or in the manner called for in the Contract, or if Contractor fails to comply with any other provisions of the Contract, DART may terminate this Contract for default. Termination shall be effected by serving a Notice of Termination on Contractor setting forth the manner in which Contractor is in default. Contractor will be paid only the Contract Price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.

SECTION 6: CONTRACT PROVISIONS



C) Opportunity to Cure. DART, in its sole discretion may, in the case of a termination for breach or default, allow Contractor seven (7) calendar days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to DART's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within seven (7) calendar days after receipt by Contractor of written notice from DART setting forth the nature of said breach or default, DART shall have the right to terminate this Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude DART from also pursuing all available remedies against Contractor and its sureties for said breach or default.

6.14. DISPUTE RESOLUTION

- A) Disputes. Disputes arising in the performance of this Contract which are not resolved by concurrence of the parties shall be decided in writing by an authorized representative of DART. 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 DART. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. An appeal tribunal will be established by DART for the hearing and the decision of such appeal tribunal shall be binding upon the parties.
- B) Performance During Dispute. Unless otherwise directed by DART, Contractor shall continue performance of its duties and obligations under the Contract Documents while matters in dispute are being resolved.
- C) Claims for Damages. If either party 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, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- D) Remedies. Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between DART and Contractor arising out of or relating to the Contract Documents will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction in Polk County, Iowa.
- E) 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 DART 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.

SECTION 6: CONTRACT PROVISIONS



6.15. NOTICES

All notices to be provided pursuant to this Contract shall be directed to the appropriate party staff members as provided below:

Primary point of contact for daily operations regarding the Services pursuant to this Contract is:

For DART: Victoria Lundgren
RideShare Specialist
620 Cherry St.
Des Moines, IA 50309
Phone: (515) 246-2537
Email: vlundgren@ridedart.com

For Contractor: [to be completed upon contract execution]

Primary point of contact for legal notices and overall Contractor performance is:

For DART: Mike Tiedens
Procurement Manager
1100 DART Way
Des Moines, Iowa 50309
Phone: (515) 283-5034
E-mail: mtiedens@ridedart.com

For Contractor: [to be completed upon contract execution]

DART and Contractor may change their staff member designations upon written notice to the other party. The designated DART staff member shall not have the authority to modify the Contract Documents except in accordance with the terms of the Contract Documents and applicable laws, rules and regulations. Notwithstanding anything herein to the contrary, no change, modification or amendment shall be valid or binding upon DART if the staff member executing such instrument has acted without proper authority.

6.16. INSTRUCTIONS BY UNAUTHORIZED THIRD PERSONS

SECTION 6: CONTRACT PROVISIONS



DART's Chief Executive Officer ("CEO") and his/her authorized representative are the only persons authorized to make changes or amendments to this Contract on DART's behalf. Any instructions, written or oral, given to Contractor by someone other than DART's CEO or his/her authorized representative, which are considered to be a change in this Contract, will not be considered as an authorized amendment or modification of this Contract. Any action on the part of Contractor taken in compliance with such instructions will not be grounds for subsequent payment or other consideration in compliance with the unauthorized change.

6.17. INDEMNIFICATION

A) Indemnity by Contractor. The parties recognize that Contractor is an independent Contractor. Contractor agrees to assume liability for and indemnify, hold harmless, and defend DART, its commission, board, officers, employees, agents and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, death, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Contract, whether or not due to or caused by the negligence of DART, its commission, board, officers, employees, agents, and attorneys excluding only the sole negligence of DART, its officers, employees, agents, and attorneys. Contractor's liability hereunder shall include all attorney's fees and costs incurred by DART in the enforcement of this indemnification provision. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of insurance required to be obtained or maintained under this Contract. Subject to the limitations set forth in this provision, Contractor shall assume control of the defense of any claim asserted by a third party against DART and, in connection with such defenses, shall appoint lead counsel, in each case at Contractor's expense. DART shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If Contractor assumes control of the defense of any third party claim in accordance with this section, Contractor shall obtain the prior written consent of DART before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by DART and all expenses including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of DART, be detrimental in any material respect of DART's reputation; (ii) the third party claim seeks an injunction or equitable relief against DART; or (iii) Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

SECTION 6: CONTRACT PROVISIONS



6.18. CONTRACTOR'S LIABILITY INSURANCE

Contractor acknowledges and agrees that DART will not provide any insurance for Contractor, and that Contractor shall be solely responsible for procuring and maintaining any and all insurance required under this Contract or as otherwise necessary to protect Contractor in its operations. At a minimum, Contractor shall maintain insurance of the types set forth below, including such insurance as will protect it from claims under Workers' Compensation Acts and other employee benefit acts; from claims for damages because of bodily injury, including death, to its employees and all others and from claims for damages to property; any or all of which may arise out of or result from Contractor's operations under the Contract, or from any Subcontractor or anyone directly or indirectly employed by either of them. This insurance shall be written for not less than the limits specified below. DART shall be named as additionally insured in respect to all liability insurance policies. All policies shall contain an endorsement that written notice shall be given to DART prior to termination, cancellation or reduction in coverage in the policy. Certificates evidencing such insurance shall be filed with DART prior to commencement of Contractor's performance under the Contract.

- A) Worker's compensation insurance shall be in the amount and coverage required by the State of Iowa to protect it from claims under the Worker's Compensation Act and other employee benefit acts.
- B) General comprehensive liability insurance, including bodily injury and death, and property damage insurance in the minimum amount of Two Million Dollars (\$2,000,000) per occurrence.
- C) Automobile liability and garage keepers liability, including bodily injury and property damage, insurance in the minimum amount of One Million Dollars (\$1,000,000) per occurrence.
- D) Professional Liability insurance with limits for each claim of at least One Million Dollars (\$1,000,000) for Contractor and all Subcontractors performing design work.

6.19. NON-EXCLUSIVE CONTRACT

This Agreement shall impose no obligation on DART to utilize Contractor for all Work of this type, which may develop during the term of this Agreement. This is not an exclusive contract. DART specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in DART's best interest.

6.20. SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the remaining provisions hereof. If any provision of this Contract is held to be invalid, illegal, void, or unenforceable, in any respect by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and will not be affected as long

SECTION 6: CONTRACT PROVISIONS



as the parties' basic intent under this Contract can be achieved.

6.21. USE OF DES MOINES AREA REGIONAL TRANSIT AUTHORITY" NAME IN CONTRACTOR ADVERTISING OR PUBLIC RELATIONS

DART reserves the right to review and approve any advertising copy related to this Project in any way prior to publication. The successful proposer will not allow such copy to be published in their advertisements or public relations programs until submitting such copy and receiving prior written approval from DART. The successful proposer agrees that published information relating to this Project will be factual and in no way imply that DART endorses the successful proposer's firm, service, or product.

6.22. SURVIVAL OF TERMS [to be completed upon contract execution]

The following provisions shall survive the termination of this Contract for any reason: Section ____ (Contract Price And Payment); Section ____ (Representations and Warranties); Section ____ (Patent, Intellectual Property, And Copyright Infringement And Indemnification); Section ____ (Confidentiality and Proprietary Rights); Section ____ (Dispute Resolution); Section ____ (Indemnification); and any other rights or obligations which by their nature survive termination of this Contract.

6.23. GOVERNING LAW, VENUE, AND JURISDICTION

The rights, obligations, and remedies of the parties shall be governed by the laws of the State of Iowa. Venue for any action shall lie solely and exclusively in Polk County, Iowa. All work done pursuant to this Contract will be controlled and governed by the laws of the State of Iowa, and any arbitration or litigation related to this Contract must be filed in Polk County, Iowa. The parties hereby irrevocably submit to jurisdiction in the Polk County, Iowa.

6.24. ATTORNEY FEES

In the event of any legal action, including arbitration proceedings, seeking enforcement of this Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees and the costs of such proceedings from the other party, including without limitation fees and costs associated with any trial, appellate or bankruptcy proceeding.

6.25. WAIVER OF JURY TRIAL

Each party hereby agrees not to elect a trial by jury of any issue triable of right by jury, and waives any right to trial by jury fully to the extent that any such right shall now or hereafter exist with regard to the contract documents, or any claim, counterclaim or other action arising in connection therewith. This waiver of right to trial by jury is given knowingly and voluntarily by each party, and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue.

SECTION 6: CONTRACT PROVISIONS



6.26. ASSIGNMENT

The terms and provisions of the Contract Documents shall be binding upon DART and Contractor and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. The rights and obligations of Contractor under the Contract may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without DART's prior written consent. Notwithstanding anything to the contrary in this section, but subject to DART's prior written approval as required in this Contract, Contractor may subcontract a portion of its obligations to subcontractors.

DART may assign its rights and obligations under the Contract to any successor to the rights and functions of DART or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent DART deems necessary or advisable under the circumstances.

6.27. ENTIRE AGREEMENT

This Contract contains the entire understanding of the parties and supersedes all previous verbal and written agreements; there are no other agreements, representations or warranties not set forth herein. This Contract shall not be modified except and to the extent set forth in a writing executed by the duly authorized representatives of both parties.

**SECTION 7:
ATTACHMENTS AND CERTIFICATIONS**



ATTACHMENTS

ATTACHMENT 1 – ACKNOWLEDGEMENT OF ADDENDA

ATTACHMENT 2 – Proposal Form

ATTACHMENT 3 – Non-Collusion Affidavit

ATTACHMENT 4 – Contractor’s Statement on Sub-Contractors

ATTACHMENT 5 – Certification of Primary Contractor Regarding Debarment, Suspension, and Other Responsibility Matters

ATTACHMENT 6 – Certification of Lower-Tier Participants (Subcontractors) Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion

ATTACHMENT 7 – Certification of Restrictions on Lobbying

ATTACHMENT 8 – Disclosure of Lobbying Activities

ATTACHMENT 9 – Buy America Certification – PreAward Certification

ATTACHMENT 10 – PreAward FMVSS Certification

ATTACHMENT 11 – Pricing Form

**SECTION 7:
ATTACHMENTS AND CERTIFICATIONS**



**DES MOINES AREA REGIONAL TRANSIT AUTHORITY
ATTACHMENT 1**

ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the Documents.

(Give number and date of each)

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to this Request for Proposal, which will require rejection of the proposal.

Signature

Title

Date

**SECTION 7:
ATTACHMENTS AND CERTIFICATIONS**



**DES MOINES AREA REGIONAL TRANSIT AUTHORITY
ATTACHMENT 2**

PROPOSAL FORM

TO: Des Moines Area Regional Transit Authority
1100 DART Way
Des Moines, Iowa 50309

The undersigned hereby agrees to furnish the services in accordance with the scope of work herein with the Des Moines Area Regional Transit Authority, which have been carefully examined and attached hereto.

Contractor's Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Age of Firm (years): _____ Contractor Federal I.D. #: _____

Annual Gross Receipts of Firm: _____

Telephone #: _____ E-Mail: _____

Is the Firm Certified by the State of Iowa as a Disadvantaged Business Enterprise: _____

Person to Contact after Award: _____

**I Hereby Agree To Abide By All Conditions of This Proposal and Certify That I Am
Authorized To Sign
This Proposal for The Proposer.**

Print Authorized Name: _____

Title: _____

Authorized Signature (Written): _____

**SECTION 7:
ATTACHMENTS AND CERTIFICATIONS**



**DES MOINES AREA REGIONAL TRANSIT AUTHORITY
ATTACHMENT 3**

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, on
Name

his/her oath says he is _____ of

Title

Name of Firm

and not a sham or collusive proposal, or made in the interest of or on behalf of any collusive proposal, or made in the interest of or on behalf of any person not herein named; and he/she further states that said proposer has not directly or indirectly induced or solicited any other proposer for this work to put in a sham proposal, or any other person or corporation to refrain from proposing; and that said proposer has not in any matter sought by collusion to secure to self-advantage over any other proposer or proposers.

(SIGN HERE): _____

County _____ In and for the State of

Subscribed and Sworn to before me this ___ day of _____, 20___

Notary Public

My Commission Expires: _____

**SECTION 7:
ATTACHMENTS AND CERTIFICATIONS**



**DES MOINES AREA REGIONAL TRANSIT AUTHORITY
ATTACHMENT 4**

CONTRACTOR'S STATEMENT ON SUB-CONTRACTORS

1. There are NO sub-Contractors associated with this proposal.

Authorized Signee: _____

Printed Name: _____

Title: _____ Date: _____

For (Company): _____

OR

2. Listed below are sub-Contractors associated with this proposal. Additional sheets are attached as required. I _____ have also attached appropriate Disadvantage Business Certifications when applicable.

Name of Company: _____

Address: _____

Contact Person: _____

Telephone #: _____

E-mail: _____

Certified Iowa DBE: ____ Y ____ N

Name of Company: _____

Address: _____

Contact Person: _____

Telephone #: _____

E-mail: _____

Certified Iowa DBE: ____ Y ____ N

**SECTION 7:
ATTACHMENTS AND CERTIFICATIONS**



**DES MOINES AREA REGIONAL TRANSIT AUTHORITY
ATTACHMENT 5**

**CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The undersigned, an authorized official of the Proposer stated below, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of these offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

(If the undersigned is unable to certify to any of the statements in this certification, such official shall attach an explanation to this proposal).

THE UNDERSIGNED CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Name of Proposer _____

Address _____

City, State, Zip _____

Signature of Authorized Official _____

Title of Official _____

Telephone _____ Date _____

Notary Public Name (Printed)

Notary Public Signature County of

Expiration Date

**SECTION 7:
ATTACHMENTS AND CERTIFICATIONS**



**DES MOINES AREA REGIONAL TRANSIT AUTHORITY
ATTACHMENT 6**

**CERTIFICATION OF LOWER-TIER PARTICIPANTS (SUBCONTRACTORS) REGARDING
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Undersigned Lower Tier Participant (Subcontractor to the Primary Contractor), certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. If the above named Lower Tier Participant (Subcontractor) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

The Undersigned Lower-Tier Participant (Subcontractor), certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31. U.S.C. Sections 3801 et seq. are applicable thereto.

Name of Proposer _____

Address _____

City, State, Zip _____

Signature of Authorized Official _____

Title of Official _____

Telephone _____ Date _____

Notary Public Name (Printed)

Notary Public Signature County of

Expiration Date

**NOTICE TO PROPOSER: THIS CERTIFICATION SHALL BE COMPLETED BY ALL
SUBCONTRACTORS WHICH WILL HAVE A FINANCIAL INTEREST IN THIS PROJECT WHICH
EXCEEDS \$25,000 OR SUBCONTRACTORS WHICH WILL HAVE A CRITICAL INFLUENCE ON OR
A SUBSTANTIVE CONTROL OVER THE PROJECT.**

**SECTION 7:
ATTACHMENTS AND CERTIFICATIONS**



**DES MOINES AREA REGIONAL TRANSIT AUTHORITY
ATTACHMENT 7**

CERTIFICATION OF RESTRICTIONS ON LOBBYING

The undersigned (contractor) certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction as amended by government-wide guidance for new restrictions on lobbying 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

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

Date: _____

Company: _____

Name: _____

Signature: _____

Title: _____

**SECTION 7:
ATTACHMENTS AND CERTIFICATIONS**



**DES MOINES AREA REGIONAL TRANSIT AUTHORITY
ATTACHMENT 8**

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: ^{4c}	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
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 this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information 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: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

SECTION 7: ATTACHMENTS AND CERTIFICATIONS



INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee 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 U.S.C. 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. 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 sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," 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 (RFP) 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., "RFP-DE-90-001."
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 registrant under the Lobbying Disclosure Act of 1995 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 services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**SECTION 7:
ATTACHMENTS AND CERTIFICATIONS**



**DES MOINES AREA REGIONAL TRANSIT AUTHORITY
ATTACHMENT 9**

BUY AMERICA CERTIFICATION – PRE-AWARD CERTIFICATION

The bidder hereby certifies agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content unless a waiver has been granted by FTA. General waivers are listed in 49 C.F.R. 661.7 and include the FTA Buy America domestic content requirement for non-ADA-accessible minivans and vans. The requirement for final assembly in the United States is NOT waived. The waiver applies to contracts entered into on or before September 30, 2019, or until a fully-compliant domestic source becomes available, whichever is earlier.

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

_____ Company/Contractor
_____ Signature of Company's Authorized Official
_____ Printed Name
_____ Title of Company's Authorized Official
_____ Date

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11 but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

_____ Company/Contractor
_____ Signature of Company's Authorized Official
_____ Printed Name
_____ Title of Company's Authorized Official
_____ Date

**SECTION 7:
ATTACHMENTS AND CERTIFICATIONS**



**DES MOINES AREA REGIONAL TRANSIT AUTHORITY
ATTACHMENT 10**

PRE-AWARD FMVSS CERTIFICATION

The Contractor agrees to comply and FTA's regulation of FMVSS compliance, 49 C.F.R. Part 663.41, and to submit the following self-certification:

Certificate of Compliance

The Company/Contractor hereby certifies that the vehicle to be purchased complies with relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title.

_____ Company/Contractor
_____ Signature of Company/Contractor's Authorized Official
_____ Printed Name
_____ Title of Company/Contractor's Authorized Official
_____ Date

Certificate of Non-Compliance

The Company/Contractor hereby cannot certify that the vehicle to be purchased complies with relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title.

_____ Company/Contractor
_____ Signature of Company/Contractor's Authorized Official
_____ Printed Name
_____ Title of Company/Contractor's Authorized Official
_____ Date

**SECTION 7:
ATTACHMENTS AND CERTIFICATIONS**



**DES MOINES AREA REGIONAL TRANSIT AUTHORITY
ATTACHMENT 11**

PRICING FORM

The undersigned proposes and agrees to provide to DART, in accordance with the specifications contained in the Invitation for Bid (IFB), Section 2, Scope of Work, the items specified therein as follows:

Vehicle Make: _____ Model: _____

Exact Model Designation: _____ EPA Highway MPG _____

Submit below a firm, fixed price for a quantity of up to 20 minivans:

Firm Fixed Price, **2020** model year: \$ _____

Option Pricing:

2 year extended roadside assistance: \$ _____

All weather floor mats: \$ _____

Exceptions to vehicle specifications: _____

No Exceptions to vehicle specifications: _____ (initial)



APPENDIX A-1

FEDERAL CLAUSES

1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

DART 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 DART, 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.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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, 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, 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.

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 Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further



agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. ACCESS TO RECORDS AND REPORTS

- a. Record Retention. Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. Retention Period. Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

4. CHANGES TO FEDERAL REQUIREMENTS

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 (6) dated October, 1999) between DART and FTA , as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to comply shall constitute a material breach of this contract.

5. CIVIL RIGHTS AND EQUAL OPPORTUNITY

Under this Contract, Contractor shall at all times comply with the following



requirements and shall include these requirements in each subcontract entered into as part thereof.

- a. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- b. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- d. Disabilities. In accordance with section 504 of the Rehabilitation Act



of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

6. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor 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 C.F.R. part 26 in the award and administration of DOT-assisted contracts. 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 DART deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Contractor agrees to comply with the foregoing clause and shall require its subcontractors of every tier to comply with and include the foregoing clause in all subcontracts.

Contractor shall pay subcontractors for satisfactory performance of their contracts no later than thirty (30) days from Contractor's receipt of each payment from DART. In the event this Contract contains defined DBE contract goals, Contractor shall utilize the specific DBEs listed unless Contractor obtains DART's prior written consent. Unless DART's written consent is provided, Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract.

7. INCORPORATION OF 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 4220.1D (also see Change 1), dated April 15, 1996, 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 DART requests which would cause DART to be in violation of the FTA terms and conditions.

8. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION).

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- 1) Debarred from participation in any federally assisted Award;
- 2) Suspended from participation in any federally assisted Award;
- 3) Proposed for debarment from participation in any federally assisted Award;
- 4) Declared ineligible to participate in any federally assisted Award;
- 5) Voluntarily excluded from participation in any federally assisted Award; or
- 6) Disqualified from participation in any federally assisted Award.

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

The certification in this clause is a material representation of fact relied upon by DART. If it is later determined by DART that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to DART, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



9. BUY AMERICA

Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The bidder or offeror must submit to DART the appropriate Buy America certification with its bid or offer. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

10. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Contractor shall report each violation to FTA and the Regional Office of the Environmental Protection Agency (EPA).

Further, Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) 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).

Contractor shall require all subcontractors to agree to comply with the foregoing and shall include such provisions in all subcontracts of every tier.

11. CONTRACT WORK HOURS AND SAFETY STANDARDS FOR AWARDS NOT INVOLVING CONSTRUCTION.



Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.

Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

12. ENERGY CONSERVATION

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.

13. ACCESS FOR INDIVIDUALS WITH DISABILITIES.

Contractor agrees to comply with, and assure that any Subcontractor under this Contract complies with all applicable requirements of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.* and 49 U.S.C. § 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app § 1612; and the following regulations and any amendments thereto:



- a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities," 49 C.F.R., part 37;
- b) Joint Access Board/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38;
- c) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R., part 27;
- d) U.S. Department of Justice ("DOJ") regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R., part 35;
- e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36;
- f) General Services Administration regulations, "Construction and Alteration of Public Buildings," "Accommodations for the Physically Handicapped," 41 C.F.R., part 101-19;
- g) U.S. Equal Employment Opportunity Commission (EEOC) regulations, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act." 29 C.F.R., part 1630;
- h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related DART Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R., part 64, subpart F;
- i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R., part 609.