



REQUEST FOR PROPOSAL FY18-R-002

for

ON-CALL TAXI AND PARATRANSIT SERVICES

for

DES MOINES REGIONAL TRANSIT AUTHORITY

Addendum 1

Date: September 29, 2017

Attachment 1:

- Questions and Answers Submitted

Attachment 2:

- Updated Scope of Work to reflect the removal of reference to Section F

Attachment 3:

- Requirements Compliance Matrix in Excel format

**Des Moines
Area Regional
Transit Authority**

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ridedart.com



FY18-R-002 On Call Taxi Services RFP Questions & Answers

1. Please confirm that DART Paratransit only provides approximately 9,300 trip per year?

Response: This was the approximate number that were not performed directly by DART in previous years. This total will vary by year and with service need. Total annual DART Paratransit ridership is approximately 120,000 rides.

2. Can we receive a "Word" or "Excel" version of the Compliance Matrix so we can insert our response directly into the document?

Response: An Excel version will be sent to everyone on the distribution list and also can be found on DART's website at this location: <https://www.ridedart.com/business-center/procurement>

3. Does the Contractor have any right of termination under the contract? If so, please reference the page number and paragraph in the RFP

Response: Currently the Contractor does not have the right to terminate in the existing contract language contained in the RFP. However, DART is open to discussion on this subject. Please include your desired language or intent for termination by Contractor as part of the proposal submitted.

4. Does Contractor have the right to refuse trips that it is not able to service within 30-minutes of scheduled time?

Response: There is not currently a right to refuse a trip. DART is open to discussion on this topic and how this would be conducted and communicated.

5. Will DART discuss providing Contractor with an ADA accessible vehicle?

Response: DART has no plans to provide vehicles for this RFP.

6. Current state law does not require taxicab drivers to have a chauffeur's license (just a valid operator's license). Are you will to waive this requirement?

Response: Our understanding is that a Class D, noncommercial chauffeur's license is required to provide taxi service. If this is incorrect, please specify the requirement and proper documentation for the legal requirement.

7. Please explain what is meant by "Obtaining DART's written consent before entering into any subcontract affecting the services not identified in the proposal (page 11, section2). We have direct contracts with many of the same agencies as DART.

Response: The intent of this requirement is to minimize the impact to DART's services should the Contractor subcontract a portion of the work. The concern is effect to compliance with DART's required policies and procedures.

8. Please clarify, are you contemplating a monthly or a weekly billing by Contractor?



Response: We would like invoices submitted weekly.

9. Page 17, where is Section F referenced in Operational Stats?

Response: This is an error, please disregard the reference to Section F.

10. Please explain how Excess Re-Procurement Liability (page 37, Paragraph 15) would relate to taxicab service?

Response: This clause is typically used for contracts where there is an exclusive right to a project or services by a Contractor. DART desires to retain the right to have the Contractor pay for any extra cost to engage a different vendor/contractor to perform work if it is not being completed by the Contractor (as per required in the contract). DART is open to discussion on this subject. Please include your desired language or intent for this clause as part of the proposal submitted.

SECTION 2: SCOPE OF WORK



2.1. INTRODUCTION AND BACKGROUND

Des Moines Area Regional Transit Authority (DART) is the regional transit authority governed by a nineteen (19) member independent commission. DART's service area includes the following communities: Alleman, Altoona, Ankeny, Bondurant, Carlisle, Clive, Des Moines, Elkhart, Granger, Grimes, Johnston, Mitchellville, Pleasant Hill, Polk City, Unincorporated Polk County, Runnells, Urbandale, West Des Moines and Windsor Heights. DART operates out of two facility locations and has 16 local fixed routes, 7 express routes, 3 flex routes and 5 On-Call zones. DART Paratransit provides both general public demand response transportation services well as ADA complementary service. DART also has an extensive RideShare program that operates approximately 100 vans throughout the region serving over 700 customers. The population of Des Moines is approximately 200,000 and the regional metro service area has a population of approximately 580,000. About 4.8 million unlinked trips are provided annually.

DART utilizes taxi services to augment its paratransit operations and to provide support as our Guaranteed Ride Home program for DART Fixed Route and Rideshare services. On an annual basis, DART provides approximately 9,300 trips for paratransit services and 85 trips through the Guaranteed Ride Home and RideShare programs. These figures are estimates and are provided only for the purpose of providing potential proposers an estimate of the volume of service needed.

2.2. PROJECT DESCRIPTION

DART is seeking a Contractor or Contractors for the operation and management of taxi cab and other types of overflow services in support of demand response for general public and public paratransit services as well as other programs, using Contractor provided sedans, vans and/or accessible vehicles. Where Contractor is referenced in the Scope of Work and/or Request for Proposals, it may also mean Contractors.

DART Paratransit service is door to door and contracted service will be expected to be the same. Accessible vehicles shall be ramp-vehicles or lift-equipped vehicles such that wheelchair/scooter users may board a vehicle without getting out of their mobility device, and ride secured in the forward-facing position.

DART requires the Contractor to provide transportation services for individuals meeting the eligibility requirements. The Contractor shall provide all services required in support of transporting individuals to their designated destination(s).

Contracted services are being solicited for transportation within DART Paratransit service area including all of Polk County, and surrounding areas. Services will be provided to DART Paratransit clients as directed by the DART Paratransit Department.

Additionally, the Contractor shall supply additional transit services to the general public and/or individual client groups of DART, while still meeting DART's high customer service levels. Such programs include but are not limited to: Rideshare and Guaranteed Ride

SECTION 2: SCOPE OF WORK



Home. The service area for these services will also be Polk County and surrounding areas.

DART will be responsible for:

- Overseeing all aspects of the service (which could include vehicles and equipment inspections)
- Ensuring compliance with local, state and federal requirements
- Reconciling and benchmarking service quality
- Implementing corrective actions that improve poor performance
- Paying the Contractor on a per-trip basis for services rendered

All services provided by the Contractor must meet Federal Transit Authority (FTA) requirements.

This contract is non-exclusive. DART expressly reserves the right to contract with other providers for performance of the services described in this RFP. DART retains and does not vacate any discretionary rights or authority because of this contract for specified services.

2.3. SCOPE OF SERVICES

It is the intent of this Scope of Services to describe DART's requirements and specifications, for Contractors that provide transportation services for eligible riders including the elderly and physically challenged.

The Contractor shall provide transportation services for individuals meeting the eligibility requirements of DART. For each trip, the Contractor shall arrive at the trip's origin address and shall transport clients to their selected destinations.

DART has the right to review and reconcile (if necessary) Contractor trip logs/manifests/charge tickets. Payment is contingent upon DART'S confirmation that all invoices in the trip logs/manifests/charge tickets have been completed in accordance with the contract requirements. The Contractor shall meet all requirements described in this Scope of Services, including, but not limited to, safety, fares, drug and alcohol policy compliance, on-time performance and reporting.

In addition to the duties and responsibilities detailed in this Scope of Services, the Contractor shall use its best efforts to assist DART in meeting its obligations to provide the highest quality and most efficient service to the public. Changes may be required by DART, from time to time, to meet these requirements or to refine the method of operation. If any such changes affect Contractor costs, they will be addressed through a contract amendment.

A. Service Requirements

- Service shall be provided Monday through Sunday, 24 hours per day, as assigned by DART.

SECTION 2: SCOPE OF WORK



- In the event DART service is suspended or interrupted, a DART representative will notify Contractor.
- Eligible clients will be identified by the DART Paratransit Department as clients of contracting agencies. Trips for eligible clients and/or the general public customer will be designated by DART staff.
- Selected Contractor will be responsible to schedule and dispatch all trips brokered by DART to assure on-time arrival at destinations. Pickups will be considered on time in that they occur within 30 minutes of schedule time.
- Services shall be provided in vehicles open and available to the public without discrimination.
- DART expects all vehicles used for this transportation, to be maintained at the Contractor's own expense. They must be in clean, safe and in operable condition. Vehicles shall be free of major body damage.
- Contractor vehicles will be ADA accessible where applicable. Contractor will ensure that one ADA accessible vehicle available for service at all times. If vehicles are operated by owner/operators, the Contractor will assure compliance of all provisions outlined.
- The Contractor shall be responsible for determining the number of vehicles and drivers required on a daily basis to provide supplemental DART service and shall adequately plan for increased or decreased transportation requests on a daily basis. Preparing for the availability of an adequate number of drivers and vehicles to insure service delivery each day is the sole responsibility of the Contractor.
- Contractor will maintain all insurance coverage required by law.
- Contractor shall ensure that all vehicles used to provide services shall be insured with the following minimum coverage:
 - Commercial Vehicle Liability – combined single limit of one million dollars (\$1,000,000)
 - Contractor shall be able to provide to DART a certificate of insurance documenting this coverage and name DART as an additional insured.
- Compliance with the, Americans With Disabilities Act (ADA), is mandatory to the extent that any services provided are subject to the ADA, including but not limited to, providing ADA accessible and equipped vehicles. Vehicles should be ADA accessible where applicable.
- All Contracted drivers shall be required to have a valid State of Iowa commercial driver's license or chauffeur's license in effect when transporting DART customers.



SECTION 2: SCOPE OF WORK

- The Contractor shall comply with all accident and incident reporting procedures established by DART. The Contractor shall immediately report accidents, vehicle breakdowns, passenger injuries, disturbances in service, and vehicle operating more than thirty (30) minutes behind schedule.
- All traffic accidents, irrespective of injury, shall be reported to local Police Department or Highway Patrol, as required by law. Contractor will advise such agency of the accident and request a police unit/and or emergency services to respond. DART (or their designee), shall be notified in writing by the Contractor of any accident or incident within 24 hours of such an event. In cases involving injury or property damage, the Contractor shall notify DART immediately upon receipt by Contractor of such information.
- DART requires a drug and alcohol testing program that conforms to the Drug and Alcohol testing of the Federal Transit Administration (FTA), for any employee in a safety sensitive position that performs services for DART (full details below).

B. Service Territory

Service shall be performed in DART's Fixed Route Service Area, Paratransit Service Area and RideShare Service Area.

- Guaranteed Ride Home Service Area – DART Fixed Route Service Territory (generally greater Polk County and portions of Warren and Dallas County).
- Paratransit Service Area – Service territory is defined by the trips assigned by the DART Paratransit department. Geographic area is greater Polk County.
- RideShare Service Area/Lanes:
 - Des Moines Area to Grinnell
 - Des Moines Area to Pella
 - Ottumwa to Pella
 - Albia to Knoxville
 - Des Moines Area to Ames
 - Des Moines Area to Adair / Panora
 - Des Moines Area to Oskaloosa
 - Des Moines Area to Missouri State Line
 - Des Moines Area to Marshalltown
 - Des Moines Area to Tama
 - Other additional lanes if added at future dates

2.4 CONTRACTOR REQUIREMENTS

The Contractor shall be responsible for all tasks (except those items specifically defined herein as DART responsibilities) including but not limited to:



SECTION 2: SCOPE OF WORK

- Operating vehicles that comply with required specifications.
- Maintaining all vehicles for this service in a clean and neat condition at all times.
- Providing a two-way mobile communications system that meets service performance requirements detailed herein.
- Providing an adequate number of qualified staff to handle all trips.
- Hiring and ensuring training of staff in accordance with the standards set forth herein.
- Providing on-the-road supervision to ensure that service is performed according to standards set forth herein.
- Recording and reporting to DART actual service information (arrival and drop-off times, mileages, cancellations, no-shows, incidents, etc.)
- Will NOT accept any tips or payment for fares from DART customers, unless previously authorized and arranged through DART.
- Monitoring performance and insuring corrective action measures as needed.
- Preparing and providing billings and service reports as required by DART.
- Obtaining DART's written consent before entering into any subcontract affecting the services not identified in the proposal.
- Ensuring that all data submitted to DART is accurately updated.
- Providing DART personnel with daily monitoring (within 1 business day) records of no-shows, missed trips, late cancellations, and service incidents to determine and enforce any corrective actions, exclusions, reductions or suspensions from the services.
- Providing DART with daily Trip Requests identifying the passenger, their pick-up and drop-off locations.
- Initial training and periodic (annual) retraining of the Contractor's staff on the service policies and procedures.
- Assuring that drivers have the appropriate chauffeurs' or commercial driver's license (CDL) per the State of Iowa.
- Ensuring service quality by promptly addressing customer comments and complaints.
- The selected Contractors shall be required to assume contractual responsibility for all services, whether or not he/she provides them. Further, DART will consider the selected

SECTION 2: SCOPE OF WORK



Contractor to be the sole point of contact with regard to contractual matters, including payment of any kind and all changes to the Contract.

- Transportation services shall be provided as an independent contractor and no part of these services can be subcontracted without the express written consent of DART. However, service may be performed by operators engaged under contract or lease by Contractor's company as independent contractors.
- If vehicles are operated by owner/operators, the company will assure compliance of all provisions outlined.
- DART, any agency providing funding to DART, and/or any agency entitled by law, shall be permitted to inspect vehicles, services, facilities, books and records. Such inspections would be strictly limited to, or related with, services provided under contract.
- Documentation in writing is required for the following (when carrying a DART customer):
 - All accidents
 - Incidents involving injury or damage to property
 - Incidents involving injuries or damages to persons including, but not limited to passengers
 - Incidents relating to service rendered to passengers
 - Complaints of passengers regarding service provided
- Contractor shall provide DART with copies of all such documentation immediately upon preparation of same, and notification of resolution. However such reports shall be strictly limited to, or related with, services provided under contract.
- Contractor's obligation for scheduling and dispatching shall be as follows: schedule and dispatch all trips brokered to them by DART staff including but not limited to Paratransit staff, Customer Service, supervisors and DART dispatch.
- DART allows service animals on its vehicles. Contractor must comply with these same services. Such services shall be strictly limited to, or related with, services provided under contract.
- Contractor operators are required to clearly announce any stop at the request of the customer. This is a requirement of the ADA in order to accommodate customers with visual impairments.
- Contractor operators may not deny transportation to a customer using a mobility device on the grounds that the device cannot be secured or restrained satisfactorily by the taxi service vehicle.
- Contractor operators are required to assist a customer using a wheelchair or other motorized aid by assisting the customer in positioning the mobility aid, and securing

SECTION 2: SCOPE OF WORK



the customer using the securement devices.

- Drivers shall provide assistance to all customers, including but not limited to customers using mobility devices (such as wheelchairs or walkers) and shall be solely responsible for the securement of such devices. Drivers shall assist customers who have difficulty boarding or alighting.
- DART requires a drug and alcohol testing program that conforms to the Drug and Alcohol testing of the Federal Transit Administration (FTA), for any employee in a safety sensitive position that performs services for DART. No person may transport a DART service trip without being subject to testing under this program. A copy of Contractor's drug and alcohol testing program shall be provided to DART upon a signed contractual agreement. Said program shall contain a provision which requires that any non-negative test results and any situation where tests have not been administered to an employee in a safety sensitive position performing services selected for random testing shall be reported to DART. In addition, Contractor will need to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 653 and 654 – for employees in safety sensitive positions providing services, and to produce any documentation necessary to establish its compliance with Parts 653 and 654 and to permit any authorized representative for the United States Department of Transportation or its operating administrators, the state oversight agency of Iowa or DART to inspect the facilities and record associated with the implementation of the drug and alcohol testing program for drivers performing services as required under 49 CFR Part 643 and 654 and to review the testing process. Contractor would need to certify annually their compliance with Parts 653 and 654 before the 1st day of July each year. To certify compliance, Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements" which is published annually in the Federal Register.
- The Contractor shall be solely responsible for the satisfactory work performance of its employee's and for meeting the performance standards established by DART.
- The Contractor shall be solely responsible for payment of all employees' wages and benefits. The Contractor's and sub-contractor's personnel wages and work hours shall be in accord with the local, county, state, and federal regulations affecting all personnel.
- Without any additional expense to DART, the Contractor shall comply with the requirements of employee liability, worker's compensation, employment insurance, and social security. These costs shall be the sole responsibility of the Contractor.
- The Contractor shall have a personnel program which includes recruitment, hiring, training, and performance review. The Contractor shall also have in effect personnel policies that conform to all state of Iowa and federal laws including, but not limited to, all regulations concerning Equal Employment Opportunities, FTA Drug and Alcohol Regulations, DART's Drug and Alcohol Policy (see Appendix A), and Family Medical



SECTION 2: SCOPE OF WORK

Leave (FMLA/CFRA).

- The Contractor shall at all times comply with applicable state and federal employment laws, including the Iowa Labor Code and Title VI of the Civil Rights Act of 1964 as amended.
- All personnel assigned to this project shall be responsible for knowledge of the service area.
- All project personnel shall maintain a professional, courteous attitude, answering to the best of their ability any passenger questions regarding provision of service. Discourtesy, rudeness, inappropriate conversation or the use of profanity will not be tolerated and shall be grounds for immediate removal of the offending personnel from performing work under this contract.
- Supervision of service delivery is the responsibility of the Contractor; the Contractor shall identify one contact point, such as Dispatch or a supervisor/manager, who is available during all operating hours to handle DART questions related to service delivery.
- The Contractor shall provide the personnel necessary to schedule and deploy drivers and vehicles in accordance with the manifests (service requests) of DART, and be responsible for any add-on, cancel, or no-show of customers on the day of service.
- The Contractor shall supply a sufficient number of employees to staff the office at all required times to monitor service delivery, and to communicate with drivers. The Contractor shall ensure that the daily dispatch function will be executed to sufficiently support this project, including the handling of emergency situations and customer complaints.
- The Contractor will designate a manager responsible for all aspects of service delivery, employee qualifications, and the day-to-day operations of this overflow service. The manager will be a responsible employee, able to make decisions, and provide coordination of this service.
- The Contractor shall immediately notify DART in the event of any interruption or delay in service, regardless of whether same is avoidable or unavoidable.

Proposers will address all general and reporting requirements in the Requirements Compliance Matrix (Appendix C)

2.5 DART REQUIREMENTS

- DART staff is responsible to identify eligible clients, make reservations and schedule trips with the appropriate Contractor.



SECTION 2: SCOPE OF WORK

- DART staff is responsible for the assignment of brokered trips to the Contractor and communication to the Contractor.
- Assignment of trips will be provided to the Contractor between 4:00 P.M. and 8:00 P.M. the working day prior to the clients scheduled trip time.
- DART staff, at times, may assign additional same day transportation requests to the Contractor. Such requests shall be honored and dispatched for pick up within thirty (30) minutes of said request.
- Establishing service policies and standards, and communicating these to the Contractor and riders.
- Overseeing records of no-shows, missed trips, late cancellations, and service incidents to determine and enforce any corrective actions, exclusions, reductions or suspensions from the services.
- Monitoring the Contractor's performance and insuring corrective action measures as needed.
- DART shall prepare and provide all reports, documentation and audits required by the Iowa Department of Transportation and the Federal Transit Administration that will include necessary reports from the Contractor.
- DART shall fully cooperate and assist as necessary in the design and scheduling of the services to be provided to meet the needs of the client and service area.

2.6 PERFORMANCE STANDARDS

The contractor will be held to the service standards listed below, and will report monthly to DART on each standard. Contractor will at all times fulfill the ADA requirements found in 49 CFR Parts 27, 37 and 38:

- [49 CFR Part 27](#)
- [49 CFR Part 37](#)
- [49 CFR Part 38](#)

A. No-Shows

Contractor will report no-shows to DART Paratransit Dispatch at 515-283-8118 immediately. When Paratransit Dispatch is not available, Contractor will report no-shows to DART Fixed Route Dispatch at 515-283-8105 immediately. When DART Dispatch is not available, a message should be sent via email to ptdispatch@ridedart.com. The contractor's dispatch is responsible for ensuring that the drivers' arrival time and address are correct before authorizing a no-show.

B. On-Time Performance

SECTION 2: SCOPE OF WORK



This is the measure of the Contractor's ability to arrive at the pick-up address as scheduled. DART considers service to be "on-time" when the driver arrives within the 30 minute window given to the passengers at the time they reserve their ride. Contractor will not be paid for any pick-up that is over 30 minutes late.

C. Missed Trips

A missed trip occurs if the Contractor does any of the following:

- o Fail to arrive at the pick-up location specified in the reservation
- o Fail to carry out specific instructions included with the reservation, such as arriving at a specific entrance, honking on arrival, meeting a passenger in the lobby, etc.
- o Fail to arrive at the pick-up location within the allowed 30 minute time window, and the passenger is not waiting when the driver arrives

Contractor will incur a \$25 penalty, to be deducted from their monthly bill, for each missed trip.

D. Ride Time

Passengers should not be required to take long journeys in order to reach their destinations. Drivers should always take the quickest route possible.

2.7 REPORTING REQUIREMENTS

The Federal Transit Administration (FTA) and National Transit Database (NTD) require DART to file annual reports that include specific operating, performance and vehicle data. In order to assist DART's compliance with FTA and NTD reporting requirements, the Contractor shall provide the information required in a timely manner. DART shall notify the Contractor, in writing, of the required information and the due date for such information. The Contractor shall also provide DART with additional information and with ad hoc reports requested by DART during the term of the Contract.

At a minimum, the Contractor shall provide the following reporting/reports:

Local, State, and Federal Reporting

The Contractor shall maintain all operational records consistent with the FTA's policies for record handling. Such records include trip manifest, driver's trip logs, dispatch records, billing records, accident reports, and any other paper or electronic records relating to the operation of the services. These records shall be surrendered, on demand, and at no additional cost, to DART.

Record Retention and Inspection

The Contractor shall maintain all required operational and financial records, including required reports, as well as original data collection forms (including completed driver's trip logs, incident reports, accident reports, timesheets, etc.), for three (3) years after final payment and all other pending matters are closed. DART, the Iowa Department of Transportation, the FTA or any of their duly authorized representatives, shall have access

SECTION 2: SCOPE OF WORK



to any books, documents, papers and records of the Contractor, which are related to the services.

Vehicle Roster

The Contractor shall maintain a list of all vehicles registered with DART for use in the services. This list shall include the following information about each vehicle: the make and model, date of manufacture, seating capacity, and vehicle identification number (VIN), fleet number, and current mileage. On an annual basis (or upon request), Contractor shall reconcile this list with DART's roster.

The Contractor shall maintain a separate file for each DART registered vehicle, which shall include a complete maintenance and repair history, inspection and licensing information, and documentation of the same.

Drug and Alcohol Reporting

By February 1 of each year, Contractor shall report the prior calendar year's results of its drug and alcohol testing program, per FTA requirements.

Billing Statement (by the 15th of the following month)

1. Client Name
2. Client pick up location, date, time and mileage
3. Client drop off location, date, time and mileage
4. Number of Trips
5. Total Cost
6. On-Time Performance

Operational Stats (by the 15th of the following month)

1. Number of Vehicles in Operation
2. Days Operated
3. Total Rides
4. Total Actual Vehicle Miles
5. Total Actual Revenue Miles
6. Total Actual Vehicle Hours
7. Total Actual Revenue Hours
8. Total Passenger Revenue (Fares)

*Within 30 days after the end of the state fiscal year (June 30), Contractor shall provide a separate year end summary of the data requested ~~under Section F.~~

Operating Expenses (by the 15th of the following month)

1. Operators' Salaries and Wages
2. Other Salaries and Wages
3. Fringe Benefits
4. Services
5. Materials and Supplies (Itemize "Fuels and Lubricants", "Tires and tubes", "Other")
6. Utilities
7. Casualty and Liability Costs



SECTION 2: SCOPE OF WORK

8. Taxes
9. Miscellaneous

Vehicle Stats (by the 15th of the following month)

1. Make, Model, and Year of each vehicle that provided service
2. Seating Capacity
3. Total Miles per Vehicle
4. Total Gallons of Fuel
5. Vehicle Depreciation / Lease Costs

Incident Stats (by the 15th of the following month)

1. Incidents involving vehicles owned and/or operated by Contractor
2. Incidents involving vehicles owned by DART (if applicable)
3. Incidents involving passengers carried
4. Cancellations or significant delays in services provided
5. Emergency use of subcontractors to avoid delay or interruption in services that the Contractor is required to perform
6. Customer complaints and resolution of the complaints

2.8 DATA PRIVACY AND SECURITY

The Contractor will be responsible for compliance with all provisions of Part 20 – DATA PRIVACY AND SECURITY of Section 6 – CONTRACT PROVISIONS.

2.9 COMPLIANCE REQUIREMENTS

Where applicable to the services provided the Contractor shall comply with all applicable state and federal laws including, but not limited to FTA charter rules, Equal Employment Opportunity Laws, Non-discrimination Laws, Traffic Laws, Motor Vehicle Equipment Laws, Confidentiality Laws, Freedom of Information Laws and Chapters 325A and 135C of the Iowa Code.

Contractors must supply list of sub-contractors with federal identification numbers or social security numbers.

If DART finds that the Contractor has failed to comply with the requirements of this RFP and associated Contract, DART's Contract Administrator must notify the Contractor in writing. The Contractor shall immediately take corrective action. If the Contractor fails or refuses to comply in the time specified, DART will initiate steps regarding Dispute Resolution and/or Termination as cited in Section 6, Contract Provisions.