



REQUEST FOR PROPOSAL FY19-R-011

for

MOBILITY ON DEMAND PILOT

for

DES MOINES AREA REGIONAL TRANSIT AUTHORITY

Services Requested:	Mobility on Demand Pilot
Number of Contracts:	Multiple
Funding Source:	DART Operating Budget
Date Issued:	June 14, 2019
Deadline for Questions Regarding this RFP:	June 21, 2019
Answers to Questions Posted on Website:	June 24, 2019
Proposals Due:	July 8, 2019, 2:00 PM Central
Target Selection Date:	July 15, 2019
Tentative Service Start Date:	October 13, 2019

**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

REQUEST FOR PROPOSAL
FY19-R-011
MOBILITY ON DEMAND PILOT

Proposals are hereby requested by the DES MOINES AREA REGIONAL TRANSIT AUTHORITY, 620 Cherry St., Des Moines, Iowa to be received until 2:00 PM local time, on July 8, 2019 for the Mobility on Demand Pilot Project.

Requests for clarification and/or questions concerning the issued document shall be directed to Mike Tiedens in the DART Procurement Department at 515-283-5034 or e-mail dartprocurement@ridedart.com. All submittal questions concerning this RFP are due on or before June 21, 2019. This will be the only notice rendered for this procurement. Proposal Documents can be obtained on DART's website <https://www.ridedart.com/business-center/procurement>.

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
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SECTION 1: PROPOSAL SUBMITTAL REQUIREMENTS



All proposals are subject to the conditions specified herein. Proposals that do not comply with these conditions are subject to rejection. Proposing firms shall include the following information, at a minimum, in their proposal and shall organize their proposal in the same order as the items are listed below.

1.1. GENERAL REQUIREMENTS

The proposal shall:

- Contain concise written materials that enable the reviewer to clearly understand the proposer's capabilities and approach to the project.
- Specifically describe the proposer's role in relationship to its subcontractors (if any) and shall describe the interfaces with said subcontractors.
- Reflect a level of understanding of the work required.

1.2. GENERAL FORMAT

- Proposals shall clearly address and respond to the information requested in Section 1.4 Proposal Requirements
- Proposals shall have a maximum page number of 20, not including required DART forms.

1.3. SUBMITTAL

Proposals shall be submitted via email or hard copy.

Emailed proposals shall be sent to: dartprocurement@ridedart.com

Mailed hard copies shall be sent to: Des Moines Area Regional Transit Authority
Attn: Procurement Department
620 Cherry St.
Des Moines, IA 50309

If hard copies are submitted, please include 3 copies of the proposal.

All proposals must be received by the deadline and a confirmation email will be returned when the proposal is received (if submitted via email).

1.4. PROPOSAL REQUIREMENTS

A. PROPOSAL LETTER

This letter must be completed and executed by an authorized representative of the proposer. No other letter may replace or be included in addition to the proposal Letter.

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A proposal letter transmitting the proposal must be submitted and dated. The letter must indicate that the proposer agrees to be bound by the proposal without modifications, unless mutually agreed to by DART and the proposer.

The proposal letter shall also contain the name, title, address, e-mail address, and telephone number(s) of an individual(s) with authority to bind the proposer during the period in which DART is evaluating proposals. The proposal letter shall also identify the legal form of the firm. If the firm is a corporation, the proposal letter shall identify in which state the company was incorporated. If a consortium, joint venture or team approach is being proposed, provide the above information for all participating firms.

The proposal letter shall be signed by a principal of the firm or other person fully authorized to act on behalf of the firm or team.

B. FIRM, STAFF QUALIFICATIONS and PROJECT PROCESS

The proposal shall include a general description of the firm and its background as it relates to this project. Specific information regarding the firm and staff shall be submitted and include:

- Information regarding the firm's previous experience with a similar or related services.
- Information demonstrating the firm and staff capabilities to perform all aspects of this particular request.
- Information regarding the expertise and experience of staff person(s) to be assigned to the project. It should also contain specific proposed responsibilities of the staff person(s) and coordination activities.
- Information on the current and projected workload of key staff to be assigned to this project.
- A minimum of two (2) references including client name, address, contact person, telephone number, and email.
- If any work is to be subcontracted to another firm(s), the proposal must include the above firm and staff qualification information for each subcontractor, a description of the work the firm performs as well as related contracts and references. **For the purpose of this RFP and corresponding contract, contracted drivers will not be considered subcontractors.**

C. CONTRACT PROVISIONS

Indicate your willingness to accept the terms and conditions in the Contract Provisions (Section 6) or list those to which you take exception, and, as appropriate, provide proposed alternate wording. The Contract provisions are located on DART's website at the following url link: <https://www.ridedart.com/business-center/procurement>. It is not DART's intent to make substantial changes to the outlined Contract Provisions. The Contract Provisions and Federal Clauses (Exhibit B of the RFP) will form the basis of the contract that will be executed with the winning proposer.

D. FORMS

ATTACHMENT 1 – Acknowledgement of Addenda

**REQUEST FOR PROPOSAL:
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SECTION 1: PROPOSAL SUBMITTAL REQUIREMENTS



ATTACHMENT 2 – Proposal Form

ATTACHMENT 3 – Contractor's Statement on Subcontractors

ATTACHMENT 4 – Non-Collusion Affidavit

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 Exclusions

ATTACHMENT 7 – Pricing Form

SECTION 2: SCOPE OF WORK



2.1. BACKGROUND

The Des Moines Area Regional Transit Authority (DART) operates a family of transportation services that enrich lives, connect communities and expand opportunities for more than 15,000 weekday riders and nearly 5 million riders annually, providing access to jobs, healthcare, education and a variety of essential destinations throughout Central Iowa.

As Iowa's only regional and largest transit agency, DART was created by local and state leaders in 2006 out of the former Des Moines Metropolitan Transit Authority. Re-organized under Chapter 28E of the Iowa Administrative Code, DART operates as a regional system serving 14 member communities in and around Polk County, including Alleman, Altoona, Ankeny, Bondurant, Clive, Des Moines, Granger, Grimes, Johnston, Pleasant Hill, Urbandale, West Des Moines and Windsor Heights. Each of these member governments appoint an elected official to DART's Board of Commissioners who together make up the agency's regional governance structure.

2.2. SCOPE OF WORK

DART is seeking to enter into multiple partnerships with qualified transportation providers in Polk County to support and supplement DART's fixed-route transit services. DART will partner with all responsive transportation providers who meet the qualifications listed in this request for proposals. DART's goal is to partner with multiple transportation providers to meet the various needs of its customers, provide options, and better understand customer preferences and costs. The partnerships will make up a pilot program that will run for approximately 12 months, but could be in effect for more or less time. DART will consistently review and evaluate the performance of the pilot project to determine if changes to the length or design of the pilot are warranted.

If the pilot project is successful, DART may extend the same service concept to other areas of the service territory.

2.3. DESCRIPTION OF SERVICE

In order to improve access to DART's bus route network, DART will begin a pilot program to facilitate local residents using private transportation providers to travel to and from select DART bus stops. DART has designated a service area, shown in Exhibit A, as well as selected bus stops that will qualify to be a part of the program. DART will subsidize trips provided by qualified transportation providers to or from the selected bus stops, as long as the trip starts and ends within the designated service area.

The program is anticipated to be offered between 5:30am and 6:30pm Monday through Friday. These hours of operations are subject to change. The program will be designed to offer customers options for how they would like to book their trip, and how far ahead of time they wish to plan their trip. DART recognizes that its customers have differing needs and preferences, and therefore DART reserves the right to book trips with qualified transportation providers on behalf of its customers, such as those needing a mobility device lift, or those desiring a professional driver. Customers will have the option of booking trips themselves or calling DART customer service to book a trip on their behalf.

Service for the Pilot Program will start on October 13, 2019.

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SECTION 2: SCOPE OF WORK



2.4. SERVICE LEVEL REQUIREMENT

Booking

- DART is seeking to partner with transportation providers who offer trip booking options such as:
 - Telephone
 - Mobile App
 - Online
- Provider should provide advance booking and recurring booking options.

Response time

- Provider must provide service within 30 minutes or less of the requested pick up time.
- Provider must respond to any service request submitted.
- A late trip is defined as one in which the customer is picked up 10 or more minutes after the scheduled pick-up time. If a trip is late or becomes late, the transportation provider must notify the customer of the delay. All late trips must be documented and included in the monthly data report.
- A missed trip is one that is mutually agreed upon, reserved, but not provided. All efforts should be made to avoid missed trips, and customers must always be notified of missed trips. All missed trips must be reported monthly, along with a record of the customer communication and reason.

Customer Feedback

- Written or verbal customer feedback on the contracted services shall be shared with DART on a monthly basis.

2.5. VEHICLE/DRIVER REQUIREMENTS

Provider shall use vehicles of the type necessary for the requested service.

Vehicles:

- Shall be safe and in good operating condition.
- Shall be easy to enter and exit with minimal effort.
- Must have current and valid insurance available at any time, as well as current license plates and registration.
- Must have doors that are able to be opened and closed from the interior and the exterior; passengers shall have the ability to unlock and lock their own doors.
- Must have functional seat belts.
- Must have functional heat and air conditioning for passenger comfort.
- Must have the provider's emblem in plain sight.
- Optional: Vehicles with a functional ADA compliant wheelchair lift or ramp and securements (this is a desired function, but not required)

Drivers:

Provider is responsible for ensuring the following:

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- Provider must provide friendly, quality customer service to all customers.
- Drivers have valid, legal licenses to operate in the state of Iowa.
- Drivers have no more than 3 moving violations in the past 3 years.
- Drivers have no major moving violations in the past 3 years.
- Drivers have no DUI or drug related driving violations in the last 7 years.
- Drivers have no driving related convictions in the last 7 years.
- Drivers must pass a criminal background check.

Provider shall explain any training provided to their drivers (service related or otherwise).

2.6. DATA

- a. Required:
 - i. for each trip: must provide date, cost, origin (full address), destination (full address).
 - ii. For each monthly billing: total trips, total hours, total mileage, trips requested but not fulfilled (missed trips)
- b. Requested:
 - i. Passenger ID (anonymized)
 - ii. Trip length
 - iii. Trip duration
 - iv. Trip time period
 - v. Response times (average, by day type, by time of day)
 - vi. On Time performance (variation between scheduled arrival time and actual arrival time)

2.7. MANAGEMENT OF THE SERVICE

- Provider will be responsible for providing safe delivery of all customer trip requests, scheduling, and complaints.
- Provider is responsible for managing, reporting, dispatching, scheduling, operating and maintaining all vehicles.
- Provider must have a zero-tolerance drug and alcohol policy for all drivers.
- Provider must have anti-discrimination policies.
- Provider must have a service animal policy, or adopt DART's service animal policy for the rides provided for DART.
- Provider must have a no smoking policy.

SECTION 3: PROPOSAL EVALUATION AND AWARD PROCEDURE



3.1. GENERAL GUIDANCE

DART's intent is to enter into a Contract with multiple partners who are qualified to provide the identified services and whose proposal is in the best interest of DART.

DART's evaluation committee reserves the right to request additional information from proposers, to negotiate terms and conditions of the Contract and/or request oral interviews/presentations in order to answer questions or clarify points of their proposal.

3.2. EVALUATION CRITERIA

The evaluation criteria for this procurement are:

A. Experience and past performance with similar work (30%)

The evaluation will be based upon the technical qualifications and work experience of the proposing firm as well as key personnel assigned to work with DART staff. This also includes the firm's past experience with similar projects and services.

B. Ability to provide requested service (30%)

The evaluation will be based upon the proposing firm's planned approach to DART's Scope of Work (Section 2).

C. Demonstrates understanding of the project (20%)

The evaluation will be based on the proposing firm's grasp of the project vision, as well as the firm's ability to identify opportunities and potential challenges that are unique to DART.

D. Ability to recommend and meet a reasonable schedule (10%)

The evaluation will be based on the reasonableness of the proposing firm's tentative schedule as well as the firm's ability to meet the tentative schedule.

E. Reasonableness of Cost (10%)

The evaluation will be based on total cost submitted on the Pricing Form.

All proposers will be notified after the evaluation committee has selected the most qualified proposer(s).

Award of this contract shall be on the basis of the above-outlined evaluation criteria and awarded to the proposer whose proposal is judged as providing the best value in meeting the interest of DART and the objectives of the project, in DART's sole determination.

SECTION 4: INSTRUCTIONS TO PROPOSERS



4.1. INTERPRETATION OF RFP DOCUMENTS

DART prefers to receive any and all questions pertaining to the terms and conditions or scope of work of this RFP in writing via email. All questions shall be sent to the DART Procurement Manager and shall be submitted by the date specified. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part of the contract documents. DART will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract, including verbal or oral communication. The DART Procurement Manager may be unable to respond to questions received after the specified time-frame. If no request for clarification is submitted by the proposers all conditions and requirements contained within are accepted and understood by the proposers.

4.2. ADDENDUM TO RFP

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

4.3. TYPE OF CONTRACT

DART intends to potentially award multiple contracts. The scope of the work in the contract will be based on the requirements outlined in Section 2 (Scope of Work).

4.4. RIGHTS OF DART IN REQUEST FOR PROPOSAL PROCESS

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

- Disqualify any proposer in accordance with Instruction to proposers
- Reject any or all of the proposals, at its discretion
- Remedy errors in the RFP
- Cancel the entire RFP
- Issue subsequent RFP
- Appoint an Evaluation Committee to review proposals
- Seek the assistance of outside technical experts to review proposals
- Approve or disapprove the use of particular Subcontractors
- Establish a short list of proposers eligible for discussions after review of written proposals
- Solicit best and final offers (BAFO) from all or some of the proposers
- Negotiate with any, all or none of the proposers
- Award a contract to one or more of the proposers
- Accept other than the lowest priced proposal
- Disqualify the proposal(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the proposer(s)
- Waive any informalities or irregularities in any proposal, to the extent permitted by law

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

4.5. DART PROTEST PROCEDURES

- A. Who May Protest or Appeal.** Any proposer 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, 620 Cherry Street, 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 person furnishing the

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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 DART CEO (Chief Executive Officer).

The decision document will contain four parts:

- Summary – Describes briefly the protesting party, the solicitation involved, the issue(s) raised, and the decision.
- 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.
- Discussion – Identifies the issue or issues raised by the protestor, and the factors considered in reaching a decision, and the rationale for the decision.
- 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 CEO within 5 business days of receipt by the Protestor. The CEO 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

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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:

- 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.

4.6. PRICES, TERMS AND PAYMENT

Firm prices shall be proposed and must include all ancillary costs as well as the following:

- Taxes: DART does not pay federal excise and sales taxes or state excise and use taxes on direct purchases.
- Mistakes: proposers are expected to examine the conditions, scope of work, proposal prices, extensions, specifications and all instructions pertaining to the request for proposal. Failure to do so will be at the proposer's risk.
- Invoicing and Payment: Charges rendered from the potential contractor to DART shall be due and payable on terms of Net 30 days after proper and complete billing is received from DART.

4.7. DURATION OF OFFER

All proposals shall remain in effect for a minimum of one hundred eighty (180) days from the proposal opening date or scheduled date for receipt of proposals. Proposers that allow less than sixty (60) days for acceptance by DART may be considered non-responsive and will be rejected.

4.8. 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 proposal or proposal prices. DART will provide necessary tax exemption certificates. This provision does not relieve the proposer from the responsibility to pay all applicable taxes for goods, services, and labor acquired in the performance of this Project.

4.9. LATE PROPOSALS OR WITHDRAWAL OF PROPOSALS

Any proposal received at the DART offices designated in the solicitation after the time specified for receipt of proposals will not be considered and will be returned to the proposer unopened.

A proposal may be withdrawn in person by the proposer or their authorized representative, provided their identity is made known and a receipt is signed for the

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proposal, and only if the withdrawal is made prior to the time specified for receipt of proposals.

4.10. QUALIFICATIONS FOR AWARD

Award of this contract shall be made to the proposal which is responsive in all respects to these procurement requirements, and where the proposer is determined to be a responsible proposer, a determination that shall be made solely at the discretion of DART.

The proposer affirms and declares:

- The proposer has the capacity to do business within the State of Iowa.
- The proposer has the capability to assure completion of the required project within the time specified under this contract.
- The proposer presently has the necessary financial resources and licenses to complete the contract in a satisfactory manner and within the required time.
- The proposer is of lawful age and that no other person, firm or corporation has any interest in this proposal or the contract proposed to be entered into.
- The proposer 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 proposer must have all State and Local licenses as legally required that are necessary to perform and complete the work as called for herein (if applicable).
- The proposer is not on the Comptroller General's list of ineligible consultants.

4.11. WITHHOLDING AWARD

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

4.12. PROPOSAL ACCEPTANCE, REJECTION AND/OR POSTPONEMENT

DART reserves the right to postpone, accept, or reject any and all proposals 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 RFP Documents and/or estimate shall be considered to have gained an unfair competitive advantage in proposing and shall be precluded from submitting a proposal in response to the RFP.

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Any person, firm, corporation, Joint Venture/partnership, or other interested party that has continued discussions regarding this RFP with DART or consultant staff (with the exception of the Procurement Department regarding DBE informational requests or informational requests on the Lobbying Program) after the RFP is issued may be considered to have gained an unfair competitive advantage in proposing and may be precluded from submitting a proposal in response to the RFP.

4.13. USDOT / FTA / IOWA DOT 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.

4.14. DBE PARTICIPATION

The Contractor, Sub-recipient, or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this (contract or agreement). The requirements of 49 CFR Part 26 and the recipient's U.S. DOT-approved Disadvantaged Business Enterprise (DBE) program are incorporated in this (contract or agreement) by reference. In connection with the performance of this contract, the contractor will cooperate with DART in meeting its DBE goal and shall have the maximum practical opportunity to compete for subcontract work under this contract. The current DART annual DBE goal is 0.53 percent. It is the policy of DART that DBE's shall have the maximum practicable opportunity to participate in DART contracts. In order to insure that a fair proportion of the purchases and contracts are placed with DBE's, the bidder agrees to take affirmative action to the greatest extent practicable including good faith effort to identify qualified DBE firms for supplies and services to this bid, if applicable. Failure by the Contractor, sub-recipient, or subcontractor to carry out these requirements is a material breach of the contract, agreement or Purchase Order, which may result in the termination of this (contract or agreement) or such other remedy as DART deems appropriate.

DART has not set a specific DBE goal for this RFP.

4.15. 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.

4.16. 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

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the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

4.17. LEGAL REQUIREMENTS

Federal, state, county and local laws and ordinances, rules and regulations shall govern submittal and evaluation of proposals 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.

4.18. EXCEPTIONS

Proposer is advised that if it wishes to take exception to any of the terms contained in this RFP 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. Consultant's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

4.19. PROJECT START UP

The Contractor agrees to commence work on this Project immediately upon the signing of this Contract by both parties and the issuance of a Notice To Proceed by DART.

**SECTION 5:
ATTACHMENTS**



ATTACHMENTS

ATTACHMENT 1 – Acknowledgement of Addenda

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Regarding Debarment, Suspension, and Other Ineligibility and
Voluntary Exclusion

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**SECTION 5:
ATTACHMENTS**



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 5:
ATTACHMENTS**



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 the 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): _____

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**SECTION 5:
ATTACHMENTS**



ATTACHMENT 3

CONTRACTOR'S STATEMENT ON SUB-CONTRACTORS

***For the purpose of this RFP and corresponding contract, contracted drivers will not be considered subcontractors.**

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.

Name of Company: _____

Address: _____

Contact Person: _____

Telephone #: _____

E-mail: _____

Name of Company: _____

Address: _____

Contact Person: _____

Telephone #: _____

E-mail: _____

**SECTION 5:
ATTACHMENTS**



ATTACHMENT 4

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 5:
ATTACHMENTS**



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

**REQUEST FOR PROPOSAL:
FY19-R-011 MOBILITY ON DEMAND PILOT**

**SECTION 5:
ATTACHMENTS**



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.**

**REQUEST FOR PROPOSAL:
FY19-R-011 MOBILITY ON DEMAND PILOT**

**SECTION 5:
ATTACHMENTS**



ATTACHMENT 7

PRICING FORM



Rates:

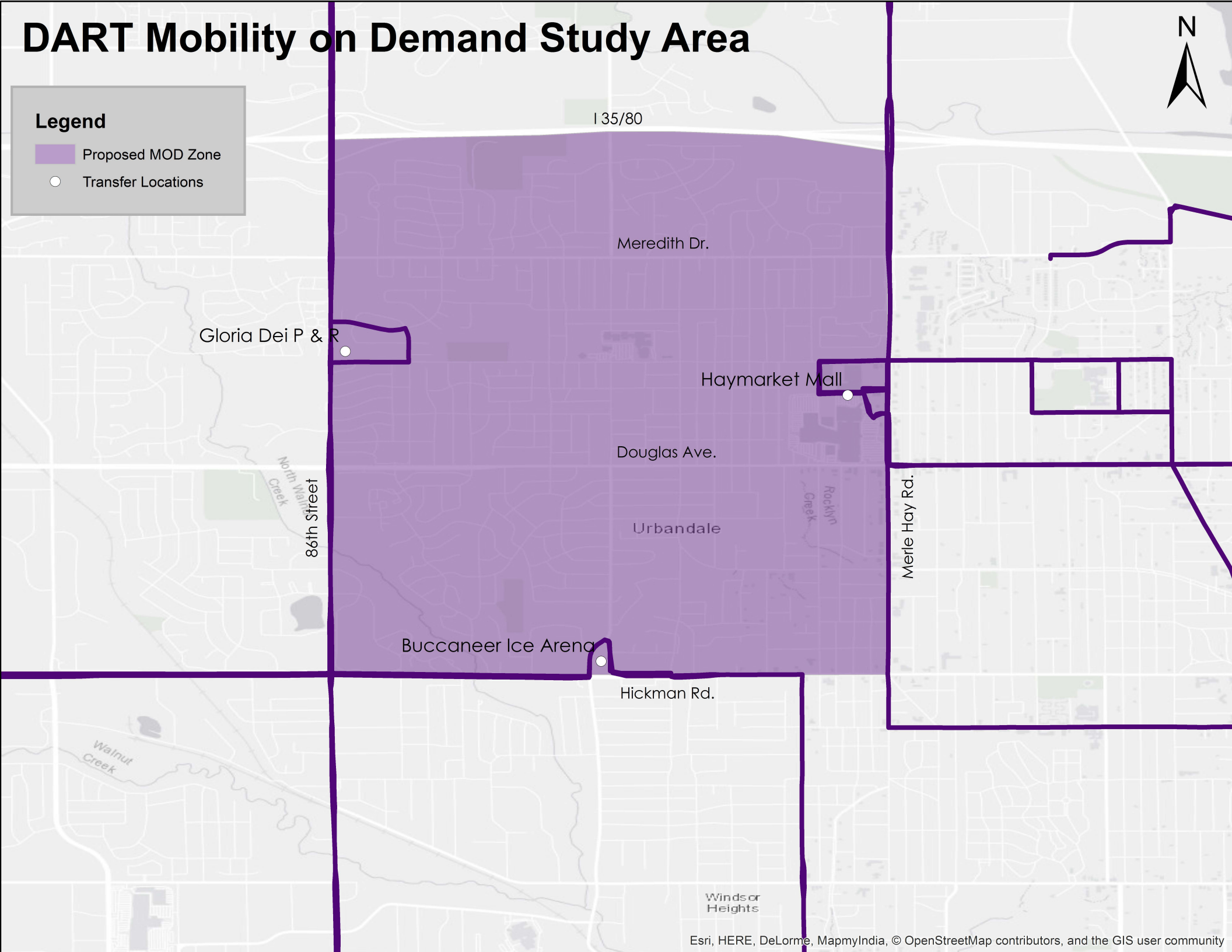
Trips within Designated Service Area	Price	Notes
Base Fare	\$	
Minimum	\$	
Per Mile	\$	
Per Minute	\$	
Trip outside of Designated Service Area		
Door-to-Door Service	\$	
Other (identify)	\$	

DART Mobility on Demand Study Area



Legend

-  Proposed MOD Zone
-  Transfer Locations



I 35/80

Meredith Dr.

Gloria Dei P & R

Haymarket Mall

Douglas Ave.

North Walnut Creek
86th Street

Urbandale

Rocklyn Creek

Merle Hay Rd.

Buccaneer Ice Arena

Hickman Rd.

Walnut Creek

Windsor Heights