REQUEST FOR PROPOSAL
FY18-R-009

for

BUS SHELTER INSTALLATION AND SITE PREPARATION SERVICES

for

DES MOINES AREA REGIONAL TRANSIT AUTHORITY

<table>
<thead>
<tr>
<th>Service Requested:</th>
<th>Shelter Installation Services</th>
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<tbody>
<tr>
<td>Number of Contracts:</td>
<td>One</td>
</tr>
<tr>
<td>Duration:</td>
<td>5-Years</td>
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<tr>
<td>Funding Source:</td>
<td>FTA 5307 Funding Program</td>
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<td>Date Issued:</td>
<td>Monday, February 5, 2018</td>
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<tr>
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<td>Wednesday, February 14, 2018 8:00 a.m. CST</td>
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<td>Selection Goal Date:</td>
<td>Tuesday, April 3, 2018</td>
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LEGAL NOTICE

REQUEST FOR PROPOSAL
FY18-R-009
BUS SHELTER INSTALLATION AND SITE PREPARATION SERVICES

Sealed proposals are hereby requested by the DES MOINES AREA REGIONAL TRANSIT AUTHORITY, 620 Cherry Street, Des Moines, Iowa to be received until 2:00 p.m. local time, on Friday, March 9, 2018 for a Contractor to perform Bus Shelter Installation and Site Preparation Services.

Requests for clarification and/or questions concerning the issued document shall be directed to Dan Clark in the DART Procurement department at 515-283-8116 or Fax 515-283-8135 or e-mail dclark@ridedart.com. All submittal questions concerning this RFP are due on Wednesday, February 21, 2018. This will be the only notice rendered for this procurement. Proposal Documents can be obtained at DART’s Operations and Maintenance Facility, located 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’s website http://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 TRANSIT AUTHORITY
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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 and shall describe the interfaces with said subcontractors.
- Reflect a level of understanding of the work required.

1.2. GENERAL FORMAT

- In preparing the proposal, please duplex print all sections to reduce paper consumption and use recycled products, where feasible.
- Proposals shall be prepared on 8.5 x 11” paper with 1” left margins and 1” top, bottom and right margins. Typing shall be single spaced and no smaller than font size 11.
- Use of 11 x 17” fold out sheets for large tables, charts or diagrams is permissible, but should be limited.
- Promotional or Advertising information will not be accepted.
- Electronically submitted copies will be in an Adobe Portable Document File format.

1.3. COPIES

- One (1) unbound original in an envelope clearly marked as “Original”.
- Three (3) copies, all of which shall be enclosed and sealed in envelope(s) marked as “Copies”.

OR

- Electronic copy sent by email to the DART Procurement Department by the stated deadline.

1.4. PRE-PROPOSAL CONFERENCE

There is a mandatory pre-proposal conference to be held on Wednesday, February 14, 2018 at 8:00 a.m. local time in the Hub Room located at DART Central Station at 620 Cherry Street, Des Moines, Iowa 50309.

1.5. SUBMITTAL

Mailed or delivered proposals shall be addressed to:

Des Moines Area Regional Transit Authority
ATTN: PROCUREMENT DEPARTMENT
1100 DART Way
Des Moines, Iowa 50309
SECTION 1:
PROPOSAL SUBMITTAL REQUIREMENTS

Phone: 515.283.8116

Emailed proposals shall be sent to the following email address:

dartprocurement@ridedart.com

1.6. 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.

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 cover letter shall also identify the legal form of the firm. If the firm is a corporation, the cover 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 cover 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 AND STAFF QUALIFICATIONS

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:

- Name of Firm submitting proposal, mailing address, telephone number, and a point of contact should any additional information be needed.
- Contractor profile including contractor license number and years in business.
- Information regarding the firm’s previous experience with similar or related projects. It should contain a brief description of these projects.
- Information demonstrating the firm and staff capabilities to perform all aspects of this particular project.
- Information regarding the expertise and experience of staff person(s) to be assigned to work on the project. It should also contain specific proposed responsibilities of the project staff person(s) and coordination activities.
- Information on the current and projected workload of key staff to be assigned to this project; including level and magnitude of involvement, and start and completion dates.
- Provide at least 3 references including client name, address, contact person, telephone number, email, project start and end date as well as a project description. References should be for similar or related projects that proposed key staff members for this project have worked.
- 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 services the firm performs as well as related projects and references. (All sub-
contractors must be approved by DART prior to signing the agreement with DART)

C. MANAGEMENT PLAN AND SCHEDULE

The Management Plan should demonstrate how the firm will manage their responsibilities,
schedule the work to be performed and work with DART personnel. Proposers shall include time
frame necessary to complete the installation of ten (10) complete shelters. The Management Plan
should also include a detail of the time frame it would take to complete the installation of a single
shelter, with no unforeseen conditions.

The schedule should begin from start-up in days, phases, and/or steps.

D. DBE INFORMATION

DART has established a DBE Participation Policy Statement and goals for performance of this
project. Specific information regarding the policy and goals is provided in Section 5: Instructions
to Proposers, 5.15. At a minimum, DBE information shall include:

- A description of any DBE firm(s) and the work it (they) will perform.
- Evidence of the firm’s DBE certification.

E. PROFESSIONAL SERVICES CONTRACT

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. It is not DART’s intent to make substantial changes to the outlined Contract Provisions.

F. DRAWINGS AND SPECIFICATIONS FOR BUS SHELTERS

DART’s is in the process of completing the solicitation for a new contractor to manufacture and
deliver our bus shelter kits. Drawings and specifications for the new bus shelter kits will not be
available to interested proposers during this solicitation. Changes to our existing shelter kits are
minimal, see Section 2 – Scope of Work for additional details.

G. FORMS AND DOCUMENTATION

Compliance with these requirements is mandatory for contract award.

- ATTACHMENT 1 – Acknowledgement of Addenda
- ATTACHMENT 2 – Required Proposer Information Form
- ATTACHMENT 3 – Price Proposal Form
- 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 Exclusion
- ATTACHMENT 7 - Contractor’s Statement On Sub-Contractors
- ATTACHMENT 8 - DBE Participation Form
- ATTACHMENT 9 - DBE Good Faith Efforts Documentation Form
- ATTACHMENT 10 – Certification of Restrictions on Lobbying
- ATTACHMENT 11 – Buy America Certification
- ATTACHMENT 12 – Shelter Drawings and Specifications
- ATTACHMENT 13 - Shelter Pad Specification
SECTION 1: PROPOSAL SUBMITTAL REQUIREMENTS

- ATTACHMENT 14 - Renderings of the Shelters
- ATTACHMENT 15 – B-Cycle Station
- ATTACHMENT 16 – Davis Bacon Wage Act Determination
SECTION 2:
SCOPE OF WORK

2.1 INTRODUCTION AND BACKGROUND

DART is the regional public transit agency which provides service to the Greater Des Moines Area. Our fleet of 150 buses travel approximately 15,000 miles daily throughout the region, making trips to shopping malls, major business districts, residential areas and schools. Our fixed route services include sixteen (16) local routes, eight (8) express routes, five (5) On Call service areas, and two (2) shuttle routes. DART provided more than 4.6 million unlinked trips in FY17.

DART is seeking to improve the comfort of our riders by providing safe, comfortable waiting locations. To accomplish this goal, we are investing in and upgrading bus stops to bus shelter stops. These improvements will be based on community need and are being performed as part of our DART Forward 2035 strategic plan.

2.2 PROJECT DESCRIPTION

The Des Moines Area Regional Transit Authority is seeking response from qualified contractors to provide shelter installation services. These services include the following (Individual shelter project may or may not include all line items):

- Remove existing bus shelters from site and dispose of in accordance with local ordinances. Provide complete pricing for this line item in your submittal.
- Remove existing concrete pad, dispose of debris, and restore right-of-way (fill dirt, reseeding, etc.) according to local codes. Provide a complete pricing for this line item in your submittal.
- Demolition of electrical service utilities, to National Electrical Code (NEC), be in accordance with local codes, and be conducted in coordination with local utility provider. Provide complete pricing for this line in your submittal.
- Additional demolition outside normal work conditions to be quoted at the time of task order. Provide an hourly rate for this work in your submittal.
- Transport shelter from 1100 DART Way to site location and install:
  - Shelter “A” – 4’ x 12’ design
  - Shelter “B” – 2’ x 12’ design
  - Shelter “C” – 4’ x 16’ design
  - Provide complete pricing in your submittal.
- Install new concrete pad:
  - Remove existing grass and dirt, level and prepare and finish to grade. Dispose of displaced materials in accordance with local ordinances.
  - Install Concrete Pad 6’ x 14’ for Shelter “A” or Shelter “B” projects.
  - Concrete Pad 6’ x 18’ for Shelter “C” projects.
  - Provide complete pricing in your submittal.
- Install new landing pads.
  - Primary Configuration will provide a 5’ wheelchair landing pad for front door and 5’ pedestrian landing pad for the back door of a 40’ bus at each shelter project. Provide complete pricing for the Primary Configuration in your submittal.
  - Alternate 1 would allow for a full curb pour to span the entire front of the shelter pad. Provide complete pricing for Alternate 1 in your submittal.
  - Alternate 2 would allow additional concrete work for custom configuration to fit multiple bus sizes and or site conditions. Provide a price per cubic yard for Alternate 2 in your submittal.
  - Exact landing pad specifications to be provided at time of project.
- Install stand-alone concrete pads
SECTION 2:
SCOPE OF WORK

- Remove existing grass and dirt, level and prepare and finish to grade. Dispose of displaced materials in accordance with local ordinances.
- Install a concrete pad, exact specifications to be provided in the task order.
- Provide a cost per cubic yard for your work.
- Install new B-Cycle Bicycle Station concrete pad
  - Alternate work scope, to be performed only when specified in the task order.
  - Install a concrete pad to accommodate a B-Cycle Bicycle Station.
  - Exact pad configuration to be provided at the time of the project.
  - B-Cycle pads may not be abutted to DART shelter pads without prior written review and approval by DART.
  - Concrete pad will conform to local codes for sidewalks.
  - By-Cycle Bicycle share stations will be delivered and installed by Trek Bicycle Corporation.
  - Provide a cost per cubic yard in your submittal.
- Additional sidewalk installation. Provide a price per cubic yard in your submittal.
- Restore shelter right-of-way (fill dirt, reseeding, etc.) according to local codes. Provide a price per hour in your submittal.
- Installation of electrical connection, as required.
  - Standard work conditions for electrical connections assume that the property owner has provided the shelter pad and a stubbed in branch electrical circuit for service to the shelter. Provide a complete price, assuming standard work conditions, for electrical connection of a new shelter in your submittal.
  - Additional electrical work outside standard work conditions to be quoted at the time of the task order. Provide an hourly rate in your quote for additional work outside of standard work conditions for electrical connections in your submittal.
- Installation manufacture provided solar system/photovoltaic (PV) cell, if no owner provided branch electrical circuit has been provided. Provide complete pricing in your submittal.
- Install the manufacture supplied timer on every shelter. Provide complete pricing in your submittal.
- Obtain and pay for all required building permits and schedule inspections as applicable. Provide complete pricing for this line item in your submittal.
- Any other work not explicitly stated in this section is considered as Additional Work Scope. Additional Work Scope will be listed and a separate quote provided at the time of the project.
- All electrical work will be in accordance with National Electrical Code (NEC) and local ordinances and shall be coordinated with the electrical utility provider.
- All other site work will be in accordance with local ordinances.
- All site location work will be subject to Architect and Engineering design.
- All shelter installations shall be in accordance with manufacturer’s specifications.
- All installed shelters must meet American with Disabilities Act requirements.

A separate Price Proposal Form will be provided as Attachment 3 to Section 1, Proposal Requirements.

The Shelter Drawings and Specifications for DART’s existing shelters are provided in Attachment 12.

The shelter pad specification is provided in Attachment 13.

Renderings of DART’s current shelters are provided in Attachment 14.

REQUEST FOR PROPOSAL:
FY17-R-005 BUS SHELTER INSTALLATION AND SITE PREPARATION SERVICES
2.3. **NEW BUS SHELTER SUPPLIER**

DART is in the process of finalizing a contract with a new vendor to manufacture and deliver our bus shelter kits. The bus shelters manufactured by our new supplier shall match, as closely as possible, DART’s existing bus shelter design. Shelters shall be delivered to DART knocked-down in crated kits with all assemblies, hardware, fasteners, and materials needed to completely erect the shelter in the field included. Each kit will include a set of field erection drawings and instructions. DART will issue a set of field erection drawings and instructions to Contractor when they become available.

The differences in specification from DART’s existing shelters include:

- A NEMA 4R enclosure, prewired and accessible to DART’s installation contractors is included in the shelter. The NEMA 4R enclosure shall be used to house any electrical components such as timers, quick disconnects, and solar power system components.
- The roof will come pre-assembled with optional solar power system components installed, when solar power systems are to be used.
- The bus shelter manufacturer shall supply all components for the solar power system.
- The bus shelter manufacturer shall supply the required timer.
- Two-piece decorative caps that can be installed over all shelter anchors and rear glass support/leveling devices are an option that may be included with new shelters.
- Art Display Glass will be integrated into some of DART’s future shelter installations. The Art Glass would be installed in lieu of standard safety glass at selected bus shelters.

2.4. **TASK ORDER PROCE EESS**

DART will issue a written task order for each shelter project. A sample task order is included as Exhibit _ to Section 6, Contract Provisions. The Contractor shall submit a Project Schedule for DART approval within seven (7) days after each project is assigned. This submittal shall include a detailed written quote for all work to be performed on the project. DART shall have five (5) business days to review and approve the proposed Project Schedule. The assigned Project is to be completed within thirty (30) days of approval of the Project Schedule. Sufficient information shall be shown on the Project Schedule to enable proper control and monitoring of the Contractor’s work. The DART Project Manager shall conduct site visits during the construction to inspect work-in-process and perform any required compliance surveys (e.g. Davis-Bacon, Disadvantaged Business Entity, etc.). At the completion of each project, the DART Project Manager shall perform a final inspection. Upon acceptance of the completed shelter by the DART Project Manager, the Contractor shall submit a detailed invoice, with separate line items for each individual work scope performed.

2.5. **PROJECT SCHEDULE**

DART will co-term this Agreement with the term of the agreement for the existing shelter installation contractor. The term of this project will be from the effective date of the Agreement until May 30, 2019, with three (3) one-year option to renew. The Project Manager, other DART staff, and Contractor(s) will hold regular meetings to plan and manage a project schedule for each year of the Contract.

DART has the ability to purchase and potentially install up to seventy-five (75) new shelters over the term of the contract based on location, community needs, and planning and zoning.
SECTION 2:
SCOPE OF WORK

estimate an average of fourteen (14) new shelter installations per year, with a maximum of twenty-five (25) shelters to be installed in any year of this Contract.
SECTION 3:
PROPOSAL EVALUATION AND AWARD PROCEDURE

3.1. GENERAL GUIDANCE

DART reserves the right to accept or reject any or all proposals and may select, and negotiate with one or more Proposers concurrently should they both be deemed equal, and enter into a Contract with such Proposer who is determined, by the DART, to provide the services which are in the best interest of DART. DART may award to one Proposer or multiple Proposers. DART may agree to such terms and conditions as it may determine to be in its interest.

DART’s Selection Committee reserves the right to request additional information from Proposers, to negotiate terms and conditions of the Contract, request or oral presentations, or ask Proposers 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:

A. Experience and past performance with similar work (20 Percent)
   The evaluation will be based upon the firms past experience on similar projects. This also includes the technical qualifications and work experience of key personnel assigned to work with DART staff.

B. Reasonableness of cost (30 Percent)
   The proposal should include the pricing for the varied services required.

C. Ability to provide required service (25 Percent)
   The proposal should provide information that represents the firm’s ability to meet the varied construction requirements.

D. Ability to meet flexible requirements schedule (25 Percent)
   The evaluation will be based upon how the firm will manage their responsibilities, schedule the work to be performed and work with DART personnel.

DART may award to one or to multiple Respondents. All Respondents will be notified after the Selection Committee has selected the most qualified Respondent(s).

Award of this RFP shall be on the basis of the above-outlined evaluation criteria and awarded to the Proposer(s) whose proposal(s) is(are) judged as providing the best value in meeting the interest of DART and the objectives of the project, in DART’s sole determination.
4.1. PROPOSAL TIMELINE

The following timeline has been established for this Request for Proposals:

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SECTION 5: INSTRUCTIONS TO PROPOSERS

5.1. INTERPRETATION OF RFP DOCUMENTS

No oral interpretations will be made to any firms as to the meaning of specifications or any other contracts documents. All questions pertaining to the terms and conditions or scope of work of this RFP 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 proposal. All such addenda shall become part of the contract documents. DART will not be responsible for any other explanation or interpretation of the proposed proposal 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 request for clarification is submitted by the Proposer all conditions and requirements contained within are accepted and understood by the Proposer.

5.2. ADDENDUM TO RFP

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

5.3. TYPE OF CONTRACT

DART intends to award multiple task work-order based contract at a maximum not-to-exceed of $500,000 for combined Contract total. The Contract duration will be co-termed with our existing bus shelter installation contract, expiring May 30, 2019. The Contract shall have three (3) one-year options to renew. Each task work-order under the contract will specify the scope, schedule and fees for each individual task work-order.

5.4. 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 Services 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 evaluation committees to review Proposals
- Seek the assistance of outside technical experts to review Proposals
- Approve or disapprove the use of particular Subconsultants and Suppliers
- 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 a single Proposer
- Award a contract to multiple Proposers

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SECTION 5: INSTRUCTIONS TO 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.

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

5.5. 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 seven (7) business days prior to the date and time designated for submittal of bids or proposals or within five (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 provided.
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 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:

- 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 General Manager within five (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 ten (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:

   - A protest must be filed with the FTA no later than five (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 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 Proposers risk.
- **Invoicing and Payment:** Charges rendered by consultant 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 proposals shall remain in effect for a minimum of sixty (60) 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 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 proposal or proposal prices. DART will provide necessary tax exemption certificates. This provision does not relieve the Consultant from the responsibility to pay all applicable taxes for goods, services, and labor acquired in the performance of this Project.

**REQUEST FOR PROPOSAL:**
**FY18-R-009 BUS SHELTER INSTALLATION AND SITE PREPARATION SERVICES**
SECTION 5: INSTRUCTIONS TO PROPOSERS

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

5.10. 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 services within the time specified under this contract.
- The Proposer presently has the necessary facilities, 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.
- The proposer is not on the Comptroller General’s list of ineligible consultants.

5.11. 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.

5.12. PROPOSAL ACCEPTANCE, REJECTION, AND POSTPONEMENT
SECTION 5: INSTRUCTIONS TO PROPOSERS

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.

Any person, firm, corporation, Joint Venture/partnership, or other interested party that has continued discussions regarding this RFP 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 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.

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. DEBARMEMENT AND SUSPENSION

Proposers 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 proposer 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 proposer to DART for each listed subcontractor prior to contract award.

During the term of the Contract the successful proposer 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. DBE PARTICIPATION

The Contractor, Subrecipient, 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 overall DBE goal for DART is 0.53 percent. DART has not set a specific DBE goal for this solicitation. 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. Failure by the Contractor, subrecipient, 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.

5.16. 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.

5.17. LOBBYING CERTIFICATION

Proposers shall complete and submit as part of their proposal the Certification of Restrictions on Lobbying for all projects when the total aggregate value of the contract exceeds $100,000. The Contractor shall also submit a list of subcontracts and subcontractors that will exceed $100,000. A Certification of Restrictions on Lobbying shall be submitted by the proposer to DART for each listed subcontractor prior to contract award.

5.18. 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”.

5.19. 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.

REQUEST FOR PROPOSAL:
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5.20. 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.

5.21. PROJECT STARTUP
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.

5.22. DAVIS – BACON AND COPELAND ANTI-KICKBACK ACT REQUIREMENTS
The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the following laws and regulations providing protections for construction employees:


- **Davis-Bacon Wage Determination** for this Solicitation is at Attachment 17 – Davis-Bacon Wage Determination.
SECTION 6: CONTRACT PROVISIONS

6.1. CONTRACT PROVISIONS

1. 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.

2. 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 Appendix A-1 and Appendix A-2 attached hereto;
   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; and
   d. The Solicitation.

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.

3. 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 “Federal Clauses”) set forth in Appendix A-1 attached hereto and made a part hereof. Further, Contractor agrees to execute all federal certifications (the “Federal Certifications”) set forth in Appendix A-2 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.

4. NON-EXCLUSIVE CONTRACT. This is a non-exclusive contract. Contractor acknowledges and agrees that DART is not obligated to utilize Contractor for all of DART’s needs for procurement goods and/or services which are the same or similar to the type provided by Contractor under this Contract. DART specifically reserves the right to concurrently contract with other companies for the same or similar goods and/or services if DART deems such action to be in DART’s best interest.
SECTION 6: CONTRACT PROVISIONS

5. **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. **STATEMENT OF WORK.** Contractor shall provide the Services to DART in conformance with the project description and scope of work (the “Statement of Work”) as set forth in Exhibit A attached hereto and made a part hereof.

7. **TASK ORDER REQUIRED.** The parties will execute individual written agreements authorizing the Contractor to begin work on a specified shelter installation project, providing a mutually agreed to timeline for completing the installation of the specified bus shelter, describe the individual tasks required to complete the work for that specific shelter installation, and contain a written price quote from the Contractor for the completion of the work (the “Task Order”). A sample of the Task Order is contained at Exhibit B attached hereto and made a part hereof. The parties may amend the format and contents of the Task Order without requiring an amendment to this Contract, as long as those changes (i) substantially comply with the provisions of this section and (ii) do not involve a change that does require a written change order or amendment to this Contract.

8. **CONTRACT PRICE AND NOT TO EXCEED AMOUNT.** The rates for services and Not To Exceed amount shall be collectively known as the Contract Price and are set forth on Exhibit C attached hereto and made a part hereof. The rates for Services shall not exceed those set forth on the Contract Price. The Not-to-Exceed (NTE) contract amount shall be set forth on the Contract Price. The Contract Price shall not be modified except as provided in the Contract Documents. Contractor shall not provide Services of an amount that would require payment by DART that is greater than the Contract Price, unless otherwise agreed by the parties in writing. Further, Contractor shall not be required to provide Services in excess of said amount, except as otherwise provided in the Contract Documents.

9. **CONTRACT TERM.** Unless terminated earlier in accordance with the provisions of this Contract or extended by mutual agreement of the parties, the term of this Contract shall commence on the Effective Date and shall remain in effect until May 30, 2019. There shall be three (3) optional one (1) year renewal periods which may be exercised with the mutual written agreement of the parties (the “Term”).

10. **PAYMENT.**

    a. **Invoicing and Payment Procedures; Audit and Setoff Rights.** Invoices for work performed by Contractor pursuant to the Contract Documents shall be sent to:

       DART
       Attn: Accounts Payable
       620 Cherry Street
       Des Moines, Iowa 50309

       Contractor shall submit invoices in accordance with the payment schedule (the “Payment Schedule”) as set forth in Exhibit D attached hereto and made a part hereof. Payment will be made by DART in accordance with the Payment Schedule and only for work which
is actually performed by Contractor and accepted and approved by DART in writing. 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 or may be set off against future amounts owed to Contractor by DART, at DART’s sole option.

b. **Time of Payment by DART** DART shall make full payment within net forty-five (45) days after receipt and approval by DART of Contractor’s invoice, unless otherwise stated in the Contract Documents.

c. **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.

d. **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.

e. **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 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.

11. CONTRACTOR’S OBLIGATIONS.

a. 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.

b. Contractor will render its Services in accordance with the standard of care, skill and diligence exercised by members of the same profession providing similar 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:

i. 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;

ii. 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

iii. 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.

c. As applicable, Contractor will assume responsibility for all equipment in the deliverables list (the “Deliverables List”) as set forth in Exhibit E attached hereto and made a part hereof, whether the same is manufactured by Contractor or purchased ready-made from a source outside Contractor’s company.
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 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. 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.

12. 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 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.

13. **DELAYS.**

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 ten (10) days) after it discovers the scope of the delay. If a Force Majeure Event occurs, the parties will execute a change order to extend the Performance Schedule 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. **Performance Schedule Delays Caused by Contractor** If Contractor delays the Performance Schedule, 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 completion of the Project. Within five (5) business days, Contractor will confirm such notice in writing, furnishing as much detail as is available and, if applicable, Contractor shall suggest an extension of time for completion. DART will review the letter and suggested extension. DART shall respond to Contractor within ten (10) calendar days in writing. DART may withhold amounts necessary to cover any claims of which it has been notified of subcontractors, materialmen, or suppliers from final payment to Contractor. 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.

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 completion of the Project. Within five (5) business days, DART will confirm such notice in writing, furnishing as much detail as is available and, if applicable,
DART shall suggest an extension of time for completion. Contractor will review the letter and suggested extension. 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.

e. Unavoidable Delays If delivery of items is unavoidably delayed, DART may extend the Performance Schedule an equivalent number of days as the unavoidable delay. A delay is unavoidable only if it was substantial, not reasonably foreseeable to Contractor or its Subcontractors, and in fact, caused Contractor to miss delivery dates.

14. 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:

i. 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.

ii. 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.

iii. Failure of the parties to agree to any written amendment or change order shall be resolved under the Dispute Resolution procedures set forth in this Contract.

15. REPRESENTATIONS AND WARRANTIES.

a. 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.

b. General Warranty Contractor warrants that it has reviewed and evaluated all information furnished by DART. Contractor warrants that during the Term, the Services, including the equipment and software and the initial supply of spare components and any spare components purchased at DART’s option, (1) shall be free from defects in design, material and workmanship, and shall remain in good working order, and (2) shall function
properly and in conformity with the Statement of Work and as otherwise set forth in the Contract Documents. In addition, Contractor shall warrant that the documentation provided completely and accurately reflects the operation and maintenance of the Services, including any equipment and software, and provide DART with all information necessary to maintain the Services. During the Term, Contractor shall, at no cost to DART, furnish such materials, labor, equipment, software, documentation, services and incidentals as are necessary to maintain the Services in accordance with this warranty.

c. **Repair or Replacement** During the Term, and within one (1) week from Contractor’s receipt of notice from DART, Contractor shall repair or replace, at DART’s option, any defective Services or components of the Services that are defective in workmanship or material, with the cost included in the Contract Price. To the extent the defect is due to a defective component part, DART will ship each defective component to the Contractor, who shall return a new or repaired component within one (1) week of receipt of the defective component. If the Contractor determines that a returned component is not defective, DART shall receive the original component back in working order within thirty (30) calendar days of the Contractor originally receiving the returned component. All components received back at DART from the Contractor will be tested in accordance with the original Acceptance Test Procedures, if applicable, and returned to the Contractor if defective, accompanied by a certification. The Contractor shall pay all shipping and freight charges to DART, and any duties associated with the repair or replacement of defective components. Returned or replaced spare components shall be packaged, organized and labeled in the same manner as the original supply of spare components.

16. **EXCESS RE-PROCUREMENT LIABILITY.** In the event Contractor fails to perform any of its duties and obligations under the Contract Documents, Contractor shall be liable for all expenses and costs incurred by DART in re-procuring elsewhere the same or similar items or services that were to be provided by Contractor. Contractor’s re-procurement expense obligation shall be limited to the excess over the price specified in the Contract Documents for such items or services.

17. **COVENANT AGAINST GRATUITIES.** Contractor warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of DART with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of this Contract.

18. **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 equipment, hardware and software, conveyed to DART pursuant to this Contract, 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 a perpetual, non-exclusive, and royalty-free license to use the Services without limitation, but Contractor shall retain all rights in patents, copyrights, trademarks, trade secrets, and any other intellectual property. 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.

19. 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 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 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.
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20. **USE OF “DES MOINES REGIONAL TRANSIT AUTHORITY” NAME IN CONTRACTOR ADVERTISING OR PUBLIC RELATIONS.** Contractor acknowledges and agrees that DART reserves the right to review and approve any advertising copy or other advertising material related in any manner to this Project prior to any publication thereof. Contractor agrees that it will not allow any such copy or other material to be published in any advertisements or public relations programs until after such time as Contractor has submitted such copy to and received prior written approval thereof from DART. Contractor agrees that any published information relating to this Project will be factual and will in no manner imply that DART endorses Contractor’s firm, service, or product.

21. **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.

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.

22. **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. The decision of the Chief Executive Officer (“CEO”) of DART shall be binding upon the Contractor and the Contractor shall abide by the decision.
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.

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

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

   For DART: Carl Saxon  
   Transit Planner  
   620 Cherry St.  
   Des Moines, IA 50309  
   Phone: (515) 283-5038  
   Email: csaxon@ridedart.com

   For Contractor: [NAME]  
   [TITLE]  
   [ADDRESS]  
   [CITY, ST ZIP]  
   Phone: 
   Email:

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

   For DART: Dan Clark  
   Contract Administrator  
   1100 DART Way
c. 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.

24. **INSTRUCTIONS BY UNAUTHORIZED THIRD PERSONS.** 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.

25. **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

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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.

26. **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.

27. **SEVERABILITY.** The invalidity or unenforceability of any provision of this Contract 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 as the parties’ basic intent under this Contract can be achieved.

28. **SURVIVAL OF TERMS.** The following provisions shall survive the termination of this Contract for any reason: Section 8 (Contract Price); Section 10 (Payment); Section 15 (Representations and Warranties); Section 22 (Dispute Resolution); Section 25 (Indemnification); Section 19 (Confidentiality and Proprietary Rights); Section 18 (Patent, Intellectual Property, and Copyright Infringement and Indemnification); and any other rights or obligations which by their nature survive termination of this Contract.

29. **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.

30. **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.

31. **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.

32. **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.
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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.

33. 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.

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SIGNATURE PAGE ON THE FOLLOWING PAGE.]
SECTION 6:
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EXHIBIT A

STATEMENT OF WORK
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EXHIBIT B

TASK ORDER

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EXHIBIT C

CONTRACT PRICE
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EXHIBIT D

PAYMENT SCHEDULE
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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

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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 Master Agreement [dated _______________] 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 so comply shall constitute a material breach of this Contract.

Further, Contractor acknowledges and understands that federal requirements that apply to the Contract may change due to changes in federal law, regulation, other requirements, or guidance, or changes in DART’s underlying agreement with the Federal Government under which federal assistance for the Project was awarded to DART including any information incorporated by reference and made part of that underlying agreement. Contractor understands and agrees that applicable changes to those federal requirements will apply to this Contract and parties thereto at any tier.

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.

SECTION 6: CONTRACT PROVISIONS

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.


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.
SECTION 6: CONTRACT PROVISIONS

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. SPECIAL EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROVISION FOR CONSTRUCTION CONTRACTS

During the performance of this Contract, Contractor agrees as follows:

(1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(7) In the event of Contractor’s noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. GOVERNMENT-WIDE DEBARMMENT AND SUSPENSION (DEBARMMENT, 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.
SECTION 6: CONTRACT PROVISIONS

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. LOBBYING RESTRICTIONS

Contractor shall provide the following certification required by 49 C.F.R. part 20:
The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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 subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

__________________________ Signature of Contractor’s Authorized Official

__________________________ Name and Title of Contractor’s Authorized Official

__________________________ Date

11. 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).

REQUEST FOR PROPOSAL:
PY87-R-009 BUS SHELTER INSTALLATION AND SITE PREPARATION SERVICES
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.

12. CARGO PREFERENCE (USE OF UNITED STATES-FLAG VESSELS)

Contractor agrees:

1) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

2) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor’s bill-of-lading.); and

3) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

13. FLY AMERICA REQUIREMENTS

a. Definitions. As used in this clause--

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their
SECTION 6:
CONTRACT PROVISIONS

personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c. If available, Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d. In the event that Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers
International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

(End of statement)

e. Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this Contract that may involve international air transportation.

14. PREVAILING WAGE AND ANTI-KICKBACK.

For all prime construction, alteration or repair contracts in excess of $2,000 awarded by FTA, Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor agrees to pay wages not less than once a week. Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

15. CONTRACT WORK HOURS AND SAFETY STANDARDS

For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the
SECTION 6: CONTRACT PROVISIONS

standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Contract.

16. SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use
Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by Contractor or DART.

Distracted Driving
Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Conractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

17. 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.
SECTION 6: CONTRACT PROVISIONS

18. **RECYCLED PRODUCTS (RECOVERED MATERIALS)**

Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

19. **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;


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;


e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36;


g) 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;


20. **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 4220.1F, dated November 1, 2008 (last revised March 18, 2013) 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 Contract. 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.
SECTION 6: CONTRACT PROVISIONS

APPENDIX A-2

FEDERAL CERTIFICATIONS
ATTACHMENTS

ATTACHMENT 1 – Acknowledgement of Addenda
ATTACHMENT 2 – Required Proposer Information Form
ATTACHMENT 3 – Price Proposal Form
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 Exclusion
ATTACHMENT 7 - Contractor’s Statement On Sub-Contractors
ATTACHMENT 8 - DBE Participation Form
ATTACHMENT 9 - DBE Good Faith Efforts Documentation Form
ATTACHMENT 10 – Certification of Restrictions on Lobbying
ATTACHMENT 11 – Buy America Certification
ATTACHMENT 12 – Shelter Drawings and Specifications
ATTACHMENT 13 – Shelter Pad Specification
ATTACHMENT 14 – Renderings of the Shelters
ATTACHMENT 15 – B-Cycle Station
ATTACHMENT 16 – Davis-Bacon Wage Act Determination
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 ________

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
The following information is mandatory; Failure to complete this section may jeopardize your eligibility to be awarded the contract.

PLEASE PRINT OR TYPE YOUR INFORMATION.

Contractor Name: _____________________________________________
Contractor Street Address: _______________________________________
Contractor Mailing Address: _______________________________________
Contractor Contact Person: _______________________________________
Contractor Telephone #: _________________________________________
Contractor Fax #: ______________________________________________
Contractor Contact Email: _________________________________________
Contractor Street Address: _______________________________________
Age of the Firm (years): __________________________________________
Annual Gross Receipts ($): ________________________________________

Is your firm certified by the State of Iowa as a Disadvantaged Business Enterprise?
______________________________________________________________

ALL FIRMS LISTED IN THE PROPOSAL ARE REQUIRED TO SUBMIT THIS FORM.

REQUEST FOR PROPOSAL:
FY17-R-005 BUS SHELTER INSTALLATION AND SITE PREPARATION SERVICES
MICROSOFT Excel price proposal quotes for Shelter “A”, shelter “B”, and shelter “C” are to be completed in their entirety and attached behind this certification.

The undersigned proposes and agrees to provide to DART, in accordance with the RFP hereto and made a part thereof, the following services at the following rates for a period of five (5) years (see Section 2).

THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.
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: _____________________
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).


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
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

DES MOINES AREA REGIONAL TRANSIT AUTHORITY ATTACHMENT 7

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.
   
   Name of Company: __________________________________________________________
   
   Address: _________________________________________________________________
   
   Contact Person: __________________________________________________________
   
   Telephone #: _____________________________________________________________
   
   E-mail: _________________________________________________________________
   
   Name of Company: __________________________________________________________
   
   Address: _________________________________________________________________
   
   Contact Person: __________________________________________________________
   
   Telephone #: _____________________________________________________________
   
   E-mail: _________________________________________________________________
DESMOINES AREA REGIONAL TRANSIT AUTHORITY
ATTACHMENT 8

DBE PARTICIPATION FORM

DART has not set a specific goal for this project.

Proposer must check the appropriate box, provide the information requested, sign and submit this form with its proposal. Failure to complete and submit this form may result in rejection of the proposal as non-responsive.

[ ] Proposer is not a certified DBE and is not subcontracting with a DBE eligible subcontractor. (may select only with DART has not set a DBE goal)

[ ] Proposer will meet the DBE goal for this contract. Proposer is certified according to requirements of DOT 49 CFR Part 26 as a DBE eligible for participation in DOT assisted contracts, and will be performing _____ percent (_____ %) of the contract work.

[ ] Proposer will meet the DBE goal for this contract. If awarded this contract, proposer will subcontract with the DBE(s) listed below which will be performing a total of _____ percent (_____ %) of the total dollar amount of contract work. Each DBE listed below is certified according to requirements of DOT 49 CFR Part 26 for participation in DOT assisted contracts.

<table>
<thead>
<tr>
<th>DBE Name</th>
<th>Description of Work</th>
<th>Percent of Dollar Amount of Total Contract Work</th>
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</table>

(Attach additional sheets)

[ ] Proposer does not meet the DBE goal for this contract. Proposer certifies that it has made good faith efforts in accordance with the Request for Proposal to meet the DBE goal, but, despite those efforts, has been unable to meet the goal. The Good Faith Efforts Documentation Form is attached to this Participation Form.

Date: _____________________________

Name: _____________________________

Signature: _________________________

Title: _____________________________

REQUEST FOR PROPOSAL:
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If proposer has indicated on the DBE Participation Form that it does not meet the DBE goal, proposer must submit this form with its DBE Participation Form as documentation of its good faith efforts to meet the goal. Failure to submit this form with its proposer may render this proposal non-responsive. DART may require that proposer provide additional substantiation of good faith efforts.

Date: ____________________________ Area of Expertise: ________________________________
Name: ______________________________ Company Name: ______________________________
Response: ___________________________________________________________________________
_________________________________________________________________________________

Date: ____________________________ Area of Expertise: ________________________________
Name: ______________________________ Company Name: ______________________________
Response: ___________________________________________________________________________
_________________________________________________________________________________

Date: ____________________________ Area of Expertise: ________________________________
Name: ______________________________ Company Name: ______________________________
Response: ___________________________________________________________________________
_________________________________________________________________________________
The Undersigned Hereby Certifies on Behalf of ______________________ 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 grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(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-contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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.

Executed this _____ day of _________________, 19____

Name of Proposer  _____________________________
Address  _____________________________
City, State, Zip   _ ____________________________
Telephone   _____________________________
Signature of Authorized Official:  _____________________________
Title of Official:    _____________________________

REQUEST FOR PROPOSAL:
FY17-R-005 BUS SHELTER INSTALLATION AND SITE PREPARATION SERVICES
Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The Bidder or Proposer hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date   ______________________________________________________

Signature ______________________________________________________

Company Name____________________________________________________

Title   ______________________________________________________

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The Bidder or Proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it 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.

Date   ______________________________________________________

Signature ______________________________________________________

Company Name____________________________________________________

Title   ______________________________________________________
STREET FURNITURE DESIGN PACKAGE

PROPOSED DRAWING PACKAGE DETAIL

FOR

DES MOINES AREA REGIONAL TRANSIT AUTHORITY

dart

DES MOINES, IOWA
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PG. 5. SHELTER 14481-01 12' AD SOLAR EMPIRE TRANSIT SHELTER WITH FULL ENDS AND REAR 3/8" GLASS PANELS

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NOTE:
1. FINISH COLOR: UNLESS OTHERWISE SPECIFIED
   POWDER COAT RAL 9006 WHITE ALUMINUM

RECYCLED MATERIAL
(COLOR BLACK)

TOP VIEW

ISOMETRIC VIEW

VAGRANT BAR

END ELEVATION

Tolar Manufacturing Company, Inc
258 Mariah Circle, Corona, CA 92879

DESCRIPTION
66" MESA BENCH W/2 VAGRANT BARS

CUSTOMER/VENDOR
HASelden CONT. / NREL

SIZE MATL
ALUM. EXTRUSION

SCALE DATE DRAWN BY
1/8 02/19/10 M.R.
TOLAR 3/8" WALL FRAME ASSEMBLY
WITH CENTER RIB

3/8" WALL FRAME

CENTER RIB

3/8" WALL FRAME

PERF. WALL

ALUM. EXTRUSION

DETAIL A
(TYP. WALL FRAME ASSEMBLY)

.090 PERFORATED ALUM. SCREEN
Ø1/4" PERFORATIONS ON 3/8" STAGGERED CENTERS
SECTION 7: ATTACHMENTS

ATTACHMENT 13

SHELTER PAD SPECIFICATION
ARMOR TILE CAST IN PLACE TACTILE WARNING PAD
24" X 24" IN DARK GREY COLOR AVAILABLE THROUGH
WWW.ARMOR-TILE.COM - 1 TILE PER SHELTER LOCATION UNLESS
SHOWN OTHERWISE ON INDIVIDUAL SHELTER PLANS

THREE FOOT SIX INCH WIDE ADA ACCESSIBLE WALKWAY TO BACK
OF CURB REQUIRED AT ALL LOCATIONS. SLOPE OF WALK NOT TO
EXCEED 1:20

TYPICAL SHELTER PAD PLAN
1/2"=1'-0"
NOTES:
1. CONCRETE SHALL HAVE MINIMUM 28 DAY COMpressive STRENGTH OF 4500 PSI.
2. REINFORCING SHALL BE ASTM A615: GR.60 DEFORMED BARS.
3. CONCRETE SHALL BE AIR ENTRAINED IN ACCORDANCE WITH TABLE 4.2.1 OF A.C.I. 318-02
4. ALL CONCRETE WORK SHALL CONFORM TO THE LATEST EDITION OF THE AMERICAN CONCRETE INSTITUTE PUBLICATIONS: ACI301; ACI315; ACI318; ACI304; & ACI347
5. APPLY BROOM FINISH IMMEDIATELY AFTER FLOAT FINISHING
SECTION 7: ATTACHMENTS

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RENDERINGS OF THE SHELTERS
SECTION 7: ATTACHMENTS

ATTACHMENT 15

B-CYCLE STATIONS
KIOSK
The kiosk replaces one dock at each station. It can be powered by solar, AC, battery or a combination. A standard B-cycle kiosk covers all basic station functionality (registration with a credit card, check-in/out, nearest bike/dock availability, 15 minute extensions for full stations).
- Frame: Galvanneal
- Paint: Powder Coat
- Power Options:
  - Solar powered (single 135-watt panel with dual battery backup)
  - A/C (110 VAC, 60 Hz, 3 Amps)
- Display: Color Touchscreen
- Language: English and Spanish (with other language availability)
- Magnetic stripe all-weather credit card reader
- Communications to central server via broadband cellular (wireless)

AD/MAP MODULE
Taking the place of one dock, the ad/map module can display a map of the system and also offers a sponsorship opportunity.
DOCKS/BASES
Docks can be single or double-sided on the same base. Single-sided docks allow for “walk through” access, while double-sided docks maximize the number of bikes at a station.

*Double-Sided Rack*

*Single-Sided Rack*

The bases are a powder-coated steel that can be mounted either by “dropping” (no bolting required) or bolting. The bases are configurable to fit many kinds of spaces including a curve.
ATTACHMENT 16

DAVIS-BACON WAGE DETERMINATION
General Decision Number: IA180142 01/19/2018 IA142

Superseded General Decision Number: IA20170142

State: Iowa

Construction Type: Building

County: Polk County in Iowa.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number | Publication Date
0 | 01/05/2018
1 | 01/12/2018
2 | 01/19/2018

BOIL0083-009 01/01/2017

Rates Fringes
BOILERMAKER......................$ 36.56 29.05

BRIA0003-006 10/18/2016

Rates Fringes
TILE SETTER......................$ 32.85 1.90

BRIA0003-042 05/01/2016

Rates Fringes
BOONE, DALLAS, JASPER, MADISON, MARION, POLK, STORY, AND WARREN COUNTIES

Bricklayer and Stonemason........$ 30.70 11.95

ELEC0347-002 06/01/2017

Rates Fringes
ELECTRICIAN (Includes Low Voltage Wiring)..................$ 35.09 16.34

ELEV0033-002 01/01/2018

Rates Fringes
ELEVATOR MECHANIC................$ 43.44 32.645+a+b

FOOTNOTES:

A. Employer contributes 8% of regular basic hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for employees with less than 5 years of service.

B. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence
Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; & Christmas Day.

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Hours</th>
<th>Pay Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/01/2017</td>
<td>POWER EQUIPMENT OPERATOR (Paver-All Types)</td>
<td>8</td>
<td>$33.50</td>
</tr>
<tr>
<td>06/01/2017</td>
<td>POWER EQUIPMENT OPERATOR (Roller)</td>
<td>8</td>
<td>$33.50</td>
</tr>
<tr>
<td>05/01/2017</td>
<td>POWER EQUIPMENT OPERATOR (Backhoe/Excavator)</td>
<td>8</td>
<td>$27.12</td>
</tr>
<tr>
<td></td>
<td>POWER EQUIPMENT OPERATOR (Bulldozer)</td>
<td>8</td>
<td>$26.83</td>
</tr>
<tr>
<td></td>
<td>POWER EQUIPMENT OPERATOR (Forklift)</td>
<td>8</td>
<td>$26.83</td>
</tr>
<tr>
<td></td>
<td>POWER EQUIPMENT OPERATOR (Loader)</td>
<td>8</td>
<td>$26.83</td>
</tr>
<tr>
<td>05/01/2017</td>
<td>IRONWORKER (Structural)</td>
<td>8</td>
<td>$26.58</td>
</tr>
<tr>
<td>08/01/2017</td>
<td>IRONWORKER (Ornamental)</td>
<td>8</td>
<td>$26.00</td>
</tr>
<tr>
<td>07/01/2017</td>
<td>IRONWORKER (Reinforcing)</td>
<td>8</td>
<td>$31.20</td>
</tr>
<tr>
<td>05/01/2016</td>
<td>LABORER (Mason Tender - Brick)</td>
<td>8</td>
<td>$24.07</td>
</tr>
<tr>
<td>05/01/2016</td>
<td>LABORER (Common or General)</td>
<td>8</td>
<td>$24.12</td>
</tr>
<tr>
<td>05/01/2017</td>
<td>PAINTER (Brush and Roller)</td>
<td>8</td>
<td>$25.44</td>
</tr>
<tr>
<td>06/01/2016</td>
<td>PIPEFITTER (HVAC Pipe Installation Only)</td>
<td>8</td>
<td>$32.00</td>
</tr>
</tbody>
</table>

The Laborer (Common or General) is the wage rate applicable to Bus Shelter Site Prep and Installation Services (FY18-R-009).
PLUMBER..........................$ 32.00            19.71
ROOF0142-001 06/01/2017

Rates Fringes

ROOFER...........................$ 25.79            11.85
SFIA0669-002 04/01/2017

Rates Fringes

SPRINKLER FITTER (Fire
Sprinklers).......................$ 34.91            15.84
SHEE0045-002 08/01/2017

Rates Fringes

SHEET METAL WORKER (Includes
HVAC Duct and Unit
Installation).....................$ 30.34            19.79
SHEE0045-002 08/01/2017

Rates Fringes

* UAVG-IA-0003 01/01/2018

Rates Fringes

OPERATOR:  Bobcat/Skid
Steer/Skid Loader...............$ 26.61            16.01
SUIA2016-046 07/19/2016

Rates Fringes

CARPENTER, Includes Drywall
Hanging.........................$ 24.93            11.17

DRYWALL FINISHER/TAPER.......$ 21.25            10.32

INSULATOR: Mechanical (Duct,
Pipe and Mechanical System
Insulation)......................$ 18.17             4.01

LABORER:  Pipelayer............$ 16.11             0.00

OPERATOR:  Crane...............$ 25.70             9.13

PAINTER:  Spray................$ 19.77             6.64

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WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).
The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates union local number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classifications listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling
On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION