



REQUEST FOR PROPOSAL FY17-R-010

for

OCCUPATIONAL HEALTH AND WORKERS' COMPENSATION MEDICAL SERVICES

for

DES MOINES AREA REGIONAL TRANSIT AUTHORITY

Services Requested:	Occupational Health Medical and Workers' Compensation Medical Services
Contract Type:	Fixed Fee
Number of Contracts:	Multiple proposers may be awarded
Duration:	5 years with 2- one year optional periods
Funding Source:	Operating Budget
Date Issued:	April 26, 2017
Deadline for Questions Regarding this RFP:	May 5, 2017
Answers to Questions Posted on Website:	May 9, 2017
Proposals Due:	May 31, 2017 2:00 PM Central
Selection Goal Date:	July 11, 2017

**Des Moines
Area Regional
Transit Authority**

620 Cherry Street
Des Moines, Iowa
50309-4530

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



LEGAL NOTICE

REQUEST FOR PROPOSAL

FY17-R-010

OCCUPATIONAL HEALTH AND WORKERS' COMPENSATION MEDICAL 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 May 31, 2017 for Occupational Health and Workers' Compensation Medical 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 e-mail procurement@ridedart.com. All submittal questions concerning this RFP are due on May 5, 2017. This will be the only notice rendered for this procurement. Proposal Documents can be obtained at DART Central Station, above address, during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday or DART's website <https://www.ridedart.com/business-center/procurement>.

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

DES MOINES AREA REGIONAL TRANSIT AUTHORITY

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Area Regional
Transit Authority**

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COMPENSATION MEDICAL SERVICES



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**SECTION 7:
ATTACHMENTS**



IF JOINT VENTURE, officers of each participating firm sign here: The undersigned certify that they sign this contract proposal with full and proper authorization so to do:

Joint Venture Name Composed of: _____

By: _____ Title: _____

By: _____ Title: _____

**SECTION 7:
ATTACHMENTS**



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

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, on
Name

his/her oath says he is _____ of _____
Title Name of Firm

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

(SIGN HERE): _____

County _____ In and for the State of _____

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

Notary Public

My Commission Expires: _____

**SECTION 7:
ATTACHMENTS**



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

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

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

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

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

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

Name of Proposer _____

Address _____

City, State, Zip _____

Signature of Authorized Official _____

Title of Official _____

Telephone _____ Date _____

Notary Public Name (Printed)

Notary Public Signature County of

Expiration Date

**SECTION 7:
ATTACHMENTS**



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

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

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

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

Name of Proposer _____

Address _____

City, State, Zip _____

Signature of Authorized Official _____

Title of Official _____

Telephone _____ Date _____

Notary Public Name (Printed)

Notary Public Signature County of

Expiration Date

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

**SECTION 7:
ATTACHMENTS**



**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: _____

**SECTION 7:
ATTACHMENTS**



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

DBE PARTICIPATION FORM

DART has not set a specific DBE 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 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.

<u>DBE Name and Address</u>	<u>Description of Work</u>	<u>Percent of Dollar Amount of Total Contract Work</u>
---------------------------------	--------------------------------	--

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(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: _____

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**SECTION 7:
ATTACHMENTS**



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

DBE GOOD FAITH EFFORTS DOCUMENTATION FORM

DART ANNUAL DBE GOAL: 0.53%

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: _____

**SECTION 7:
ATTACHMENTS**



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

CERTIFICATION OF RESTRICTIONS ON LOBBYING

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 _____, 20____

Name of Proposer _____

Address _____

City, State, Zip _____

Telephone _____

Signature of Authorized Official: _____

Title of Official: _____

Exhibit A - Historical Data

Occupational Medical Health Data

Description:	Actual			Projected
	FY 2015	FY 2016	FY 2017	2018
DOT Pre-Employment Physical	71	102	50	74
DOT Recertification	62	119	102	94
Non-DOT Pre-Employment Physical	20	14	9	14
Random Drug and Alcohol Test	60	61	53	58
Reasonable Suspicion Drug and Alcohol Test	1	1	0	1
Post Accident Drug and Alcohol Tests	13	18	4	12
Totals	227	315	218	253

FY17 numbers through 4/30.

Exhibit A - Historical Data

Workers' Compensation

Projected # of Claims for Period beginning 7/1/17 35

Historical Data

Table A. Losses by Policy Year

Effective Date	# of Claims
7/1/2014	20
7/1/2015	48
7/1/2016	16
3-Year Total	84

Table B. Losses by Department 7/1/14 to 1/10/16

Department	# of Claims	Annualized
Fixed Route	49	19.6
Paratransit	13	5.2
Maintenance	8	3.2
Admin	1	0.4
No Department	13	5.2
Totals	84	33.6

Table C. Top 10 Sources of Loss 7/1/14 to 1/10/17

Cause of Injury	# of Claims	Annualized
Twisting/Bending	17	6.8
Other Miscellaneous Not Otherwise Classified	14	5.6
Manual Material Handling	13	5.2
Motor Vehicle	9	3.6
Slipped did not fall	4	1.6
Repetitive motion	4	1.6
Fall/Slip on snow or ice	3	1.2
Struck by/Bitten by human	1	0.4
Robbery/Criminal Assault	1	0.4
Slipped/Tripped and fell (other than snow or ice)	1	0.4
Totals	67	26.8



EXHIBIT B

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,

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documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

- b. Retention Period. Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

4. CHANGES TO FEDERAL REQUIREMENTS

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between DART and FTA , as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to comply shall constitute a material breach of this contract.

5. CIVIL RIGHTS AND EQUAL OPPORTUNITY

Under this Contract, Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- a. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42



U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
- d. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

6. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as DART deems appropriate, which may include, but is not limited to:

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



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

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

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

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

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

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

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

8. 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:

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- 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

9. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

Further, Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).



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

10. 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.

11. INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D (also see Change 1), dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any DART requests which would cause DART to be in violation of the FTA terms and conditions.



EXHIBIT C

DART DATA PRIVACY AND SECURITY STANDARDS

1. DATA PRIVACY AND SECURITY

Entering into an agreement to become a Occupational Health Medical Services or Workers' Compensation Medical Services Provider (hereinafter referred to as "Provider") for the Des Moines Area Regional Transit Authority (DART) involves the sharing of a significant amount of legally protected Personal Information such as Personally Identifiable Information (PII), Personal Health Information (PHI) and/or Personal Credit Information (PCI). The sharing of this information is necessary to enable the Provider to provide the services relevant to this Contract. The privacy of Personal Information is governed by a number of laws including the Gramm-Leach-Bliley Act (GLBA), the Health Insurance Portability and Accountability Act (HIPAA), the Health Information for Economic and Clinical Health Act (HITECH), the Fair Credit Reporting Act (FCRA), and the Children's Online Privacy Protection Act (COPPA); as well as other federal and state laws, regulations, common law privacy principles, and industry standards and guidelines. DART could face serious financial and/or reputational harm should there be an unauthorized use, security incident, or security breach. Therefore the Provider shall conform to the following standards of care and obligations with respect to the treatment of Personal Information.

- A. **"Authorized Employees"** means the Provider's employees who have a need to know or otherwise access Personal Information to enable the Provider to perform their obligations under this Contract.
- B. **"Authorized Persons"** means (i) Provider's Authorized employees; and (ii) Providers independent contractors, vendors, agents, outsourcers, and auditors (as specified in <EXHIBIT X> to this Contract) who have a need to know or otherwise access Personal Information to enable the Provider to perform their obligations under this Contract, and who are bound in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Contract.
- C. **"Highly Sensitive Personal Information"** means (i) an individual's government-issued identification number (including social security number, driver's license number, or other state-issued identification number); (ii) financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; or (iii) biometric or health data, (iv) birth date.
- D. **"Personal Information"** means information provided to the Provider by or at the direction of DART or to which access was provided to the Provider at the Direction of DART, in the course of the Provider's performance under this Contract that: (i)

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identifies or can be used to identify and individual (including without limitation names, signatures, addresses, telephone numbers, e-mail addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including with limitation employee identification numbers, government issued identification numbers, passwords or personal identification numbers, financial account numbers, credit report information, biometric or health data, answers to security questions, and other personal identifiers); (iii) without limitation, all Highly Sensitive Personal Information. DART employees' business contact information is not by itself deemed to be Personal Information.

- E. **"Security Incident"** means (i) any act or omission that compromises the security, confidentiality, or integrity of Personal Information, including any compromise of physical, technical, administrative, or organizational safeguards put in place by the Provider or Any Authorized Persons which relate to the security, confidentiality, or integrity of personal information; or (ii) receipt of a complaint in relation to the privacy practices of the Provider or any Authorized Persons; or a breach or alleged breach of this Contract relating to such privacy practices.
- F. **"Standards of Care"** The Provider agrees to abide by the following Standards of Care concerning the treatment of Personal Information:
- 1) Provider acknowledges and agrees that, in the course of their engagement by DART, Provider may receive or have access to Personal Information. Provider shall comply with the terms and conditions set forth in this Contract in its collection, receipt, transmission, storage, disposal, use, disposal, and disclosure of such Personal Information under its control or in its possession by All Authorized Employees and Authorized Persons. Provider shall be responsible for, and remain liable to, DART for the actions and omissions of all Authorized Persons that are not Authorized Employees concerning the treatment of Personal Information as if they were the Provider's own actions and omissions.
 - 2) Personal Information is deemed to be the Confidential Information of DART and is not Confidential Information of the Service Provider. If the event of a conflict or inconsistency between this section and the confidentiality/compliance with laws sections of this Contract, the terms and conditions set forth in this Section shall govern.
 - 3) In recognition of the foregoing, Provider agrees and covenants that it shall:
 1. Keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access or disclosure;
 2. Use and disclose Personal Information solely and exclusively for the purposes for which the Personal information, or access to it, is provided pursuant to the terms and conditions of this Contract, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for the Service

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Exhibit D - Proposal Pricing Form

Additional Service Offerings

	Description:	Basis	Year 1	Year 2	Year 3	Year 4	Year 5
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							