REQUEST FOR PROPOSAL

DTC CUSTOMER SATISFACTION SURVEY

September 7, 2017

Prepared by:

Detroit Transportation Corporation
Buhl Building - 535 Griswold Street, Suite 400
Detroit, MI 48226

Return to Attention of:

David Pippin
Purchasing Procurement Division
Detroit Transportation Corporation
535 Griswold, Suite 400
Detroit, MI 48226

RFP Control Number: 09-07-2017
RFP Due Date: 10-06-2017

VENDOR NAME: ____________________________

REPRESENTATIVE NAME: ________________________

STREET ADDRESS: ____________________________

CITY, STATE, ZIP: ____________________________

PHONE: ____________________________ FAX ____________________________

EMAIL: ____________________________
INTRODUCTION AND DTC CONTACT INFORMATION

This Request for Proposals (RFP) is issued by the Detroit Transportation Corporation (DTC), located at the Buhl Building, 535 Griswold, Suite 400, Detroit, Michigan 48226. DTC is a quasi-public Corporation, which is responsible for the operation and maintenance of the Detroit People Mover (DPM). The Detroit People Mover (DPM) is a fully automated transit system serving the downtown Detroit core. The system consists of a 2.9-mile single-lane elevated concrete guide way loop, twelve (12) rail cars, thirteen (13) passenger stations, and the Maintenance and Control Facility (MCF).

<table>
<thead>
<tr>
<th>Request For Proposals (RFP) Title:</th>
<th>Development of a Customer Satisfaction Survey</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Control Number:</td>
<td>09-07-2017</td>
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<tr>
<td>Date Advertised:</td>
<td>09-07-2017</td>
</tr>
<tr>
<td>Date Issued:</td>
<td>09-07-2017</td>
</tr>
<tr>
<td>Due Date, Time, and Location:</td>
<td>October 6, 2017 by 4:00 PM Eastern Time</td>
</tr>
<tr>
<td>Procurement Department</td>
<td></td>
</tr>
<tr>
<td>Purchasing / Procurement Division:</td>
<td>David Pippin</td>
</tr>
<tr>
<td>E-mail Address:</td>
<td><a href="mailto:DPippin@thepeoplemover.com">DPippin@thepeoplemover.com</a></td>
</tr>
<tr>
<td>Tele Number:</td>
<td>(313) 221-1251</td>
</tr>
<tr>
<td>Project Manager:</td>
<td>Cornelius Henry, Transportation Specialist</td>
</tr>
</tbody>
</table>

How This Document Is Structured

<table>
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<th>Section</th>
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<td>100</td>
<td></td>
<td>Instructions to Bidders/Proposers. Compliance with these is integral to submitting a successful proposal.</td>
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<tr>
<td>200</td>
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<td>Project Overview and Statement of Work</td>
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<tr>
<td>300</td>
<td></td>
<td>Terms and conditions that will be part of the contract issued to the successful vendor. DTC is funded in part by the U. S. Department of Transportation’s Federal Transit Administration. Very little of the terms and conditions can be changed. Do not submit a proposal if you are unable to live with the terms and conditions contained in Section 300.</td>
</tr>
<tr>
<td>400</td>
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<td>Federal Transit Administration Clauses</td>
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<tr>
<td>500</td>
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<td>Contractor Certifications</td>
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</tbody>
</table>
REQUEST FOR PROPOSALS
Customer Satisfaction Survey

PROJECT 09-07-2017

NAICS Code: 541611

The Detroit Transportation Corporation (DTC) requests proposals from qualified firms to assist in the development of a Customer Satisfaction Survey.

Proposals must be received by the Detroit Transportation Corporation, Purchasing Office, Buhl Building, 535 Griswold, Suite 400, Detroit, MI 48226 on or before 4:00 p.m. (EST), Friday, October 6, 2017. THERE WILL BE NO PUBLIC OPENING OF THE PROPOSALS.

Proposals are to be submitted in accordance with the DTC Request for Proposals (RFP) 09-07-2017. Proposals received after 4:00 p.m. (EST), October 6, 2017 will be returned to the sender unopened. No proposal, once submitted, may be withdrawn for 180 days after the due date.

DTC reserves the right to postpone, accept or reject any or all proposals, in whole or in part, for sound, documentable, business reasons, subject to the rules and regulations set forth by the DTC, the State of Michigan and the United States Department of Transportation. The successful bidder will be required to comply with applicable federal, state and local laws and regulations. Firms or individuals whose names ear on the U.S. Comptroller General’s list of ineligible contractors will not be considered. DTC affirmatively assures that no bidder will be discriminated against on the basis of race, color, sex, age, disability, religion, ancestry, marital status, national origin, place of birth, or sexual orientation.

Firms interested in receiving a copy of the RFP should furnish their contact information (i.e., company name, contact person’s name, mailing address, and fax numbers and e-mail address) via e-mail to David Pippin at DPippin@thepeoplemover.com. The DTC is on an aggressive schedule for this procurement; therefore, written questions related to this project must be received via e-mail to DPippin@thepeoplemover.com no later than 4:00 p.m. (EST) September 22, 2017.
SECTION 100

INSTRUCTIONS TO PROPOSERS
101 Purpose

DTC seeks proposals to conduct an On-Board/Web-based Customer Satisfaction Survey the agency would like to establish baseline data as it relates to customers who use the system. The Survey should focus on the collection of data to establish the following:

- Rider Profile
- Demographic Profile
- Customer Satisfaction
- Service Satisfaction

The bidders on this project shall determine the Sample Size and Methodology needed to ensure 95% confidence and a 10 percent precision level. The bidder shall also submit a distribution break down for the sampling of users of the system. The bidder shall also describe the type of statistical software that will be used to analyze the data. The requirements for the submittal and content of Bids/Proposals, the timetable for this procurement, performance requirements, and contract terms are detailed in this Request for Bids/Proposals. The bidder shall also supply the number of hours and the cost for each task.

102 Due Date and Location

Bids/Proposals are due in DTC’s offices by: 4 pm(EST) October 6, 2017

1. Bids/Proposals received after that date and time will not be accepted.
2. DTC’s Administrative office is located at the Buhl Building, 535 Griswold, Suite 400, Detroit, Michigan 48226.
3. Bids/Proposals shall be in a sealed envelope. The exterior shall be explicitly labeled as follows:

   RFP 09-07-2017
   Detroit People Mover Solicitation for Customer Satisfaction Survey.

4. Bidder/Proposer bears total responsibility for ensuring its Bid/Proposal is complete and arrives on time.
5. Bids/Proposals submitted by fax or email will not be considered.
6. Bidder/Proposer should comply with each and every requirement of this IFB/RFP to be considered responsive.

103 Schedule

The following schedule will be followed for this procurement:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 7, 2017</td>
<td>Issuance of IFB/RFP</td>
</tr>
<tr>
<td>September 22, 2017</td>
<td>Deadline for questions/requests for approved equals. DTC will respond to questions within 5 business days.</td>
</tr>
<tr>
<td>October 6, 2017</td>
<td>Bids/Proposals Due - 4:00 pm (EST)</td>
</tr>
</tbody>
</table>

104 Length of Time Bids/Proposals Shall be good

Bids/Proposals shall be good for 90 days subsequent to DTC’s opening of the Bids/Proposals. This 90-day period - plus the schedule for the project - will be automatically extended by the amount of time required for DTC and, where applicable, the Federal Transit Administration to process any Single Bid/Proposal (Section 125 below).
Number of Copies and Delivery

One (1) original plus five (5) copies of Bidder’s/Proposer’s Bid/Proposal must be submitted.

Complete contact information must be provided to DTC when the documents are requested. DTC will keep a list of those persons and companies who have received IFB/RFP Documents (the “IFB/RFP List”). The IFB/RFP List will be used to issue any Addenda or updated information relative to the IFB/RFP and/or Project requirements.

One set of IFB/RFP Documents will be made available without charge to each Bidder/Proposer on the IFB/RFP List. Arrange in advance for pick-up to permit time for preparation of the required documents. IFB/RFP Documents may also be obtained by mail, by sending a certified check in the amount of $25.00, made payable to DTC, to cover postage and handling charges, or by providing DTC the Bidder’s/Proposer’s UPS or Federal Express account number to be billed. The RFP can also be downloaded from DTC www.thepeoplemover.com

Note: it is the sole responsibility of Bidder/Proposer to determine if Addenda are issued and what, if any, part of each is of interest to Bidder/Proposer.

Bid/Proposal Guarantee

If this box [ ] is checked, Bidder/Proposer shall supply a Bid/Proposal Guarantee in the form of a Bid/Proposal bond, a certified or cashier’s check, or an irrevocable letter-of-credit on a solvent bank in an amount of $50.

If this box [ ] is checked, or if the project involves construction or facility improvement contracts or subcontracts exceeding $50,000, Bidder/Proposer shall supply a Bid/Proposal Guarantee in the form of a Bid/Proposal bond, a certified or cashier’s check, or an irrevocable letter-of-credit on a solvent bank in an amount equivalent to five (5%) percent of the Bid/Proposal price.

The Bid/Proposal Guarantee shall consist of a firm commitment accompanying a Bid/Proposal as assurance that the Bidder/Proposer will, upon DTC’s acceptance of its Bid/Proposal, execute such contractual documents as may be required within the time specified. The Bid/Proposal Guarantee shall be made in favor of DTC. Bid/Proposal bonds must be issued by a fully qualified surety company acceptable to DTC and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

In submitting any Bid/Proposal, it is understood and agreed by Bidder/Proposer that the right is reserved by DTC to reject any and all Bids/Proposals, or part of any Bid/Proposal, for sound, documentable, business reasons, and it is agreed that the Bid/Proposal may not be withdrawn for a period of 90 days subsequent to the opening of Bids/Proposals, without the written consent of DTC. It is also understood and agreed that if the undersigned Bid/Proposal should withdraw any part or all of its Bid within 90 days after the bid opening without the written consent of DTC, shall refuse or be unable to enter into the contract, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, or refuse or be unable to furnish adequate and acceptable insurance, it shall forfeit its Bid/Proposal security to the extent of DTC’s damages occasioned by such refusal, or inability to enter into an agreement, or provide adequate security therefor. It is further understood and agreed that to the extent the defaulting Bidder’s/Proposer’s Bid/Proposal Guarantee shall prove inadequate to fully recom pense DTC for the damages occasioned by default, then the Bidder/Proposer agrees to indemnify DTC and pay over to DTC the difference between the bid security and DTC’s total damages, so as to make DTC whole.

STAPLE OR ATTACH YOUR BOND/CHECK TO THE SPOT SHOWN ON THE BID SECURITY FORM IN SECTION 500
Disposition of Proposal Guarantee

If the Bid/Proposal is accepted, the Bid/Proposal Guarantee will be returned as provided in this Section.

For RFPs:

The Proposal Guarantee will be returned once it is determined that the proposal is out of the competitive range and is no longer under consideration, or at the end of 90 days, whichever comes first.

Performance Bonds and Labor and Material Payments Bonds

If this box [ ] is checked, or if the project involves construction or facility improvement contracts or subcontracts exceeding $50,000, a Performance Bond from a bonding company licensed to do business in Michigan or a certified check, bond, cashier’s check or an irrevocable letter-of-credit, in an amount equal to 50% of the value of any contract awarded as a result of this IFB/RFP shall be posted by the successful Bidder/Proposer with DTC prior to Notice to Proceed. This bond will be forfeited by Bidder/Proposer as partial or complete settlement of damages, as determined by DTC, should Bidder/Proposer fail to perform as contracted for.

If this box [ ] is checked, or if the project involves construction or facility improvement contracts or subcontracts exceeding $50,000, a Labor and Material Payments Bond from a bonding company licensed to do business in Michigan or a certified check, bond, cashier’s check or an irrevocable letter-of-credit, in an amount equal to 50% of the value of any contract awarded as a result of this IFB/RFP shall be posted by the successful Bidder/Proposer with DTC prior to Notice to Proceed.

The bonds may be issued by a surety company on its standard form and must be provided to DTC within twenty-one (21) days of notice that it is required.

The bonds must be written by a company authorized to write bonds in the State of Michigan and must be listed in the latest edition of U.S. Treasury Circular 570, or having a rating by A.M. Best of B+ or better, and must show sufficient bonding capacity to bond the performance required under this contract. The bonds must meet the approval of DTC’s Legal Counsel.

If the contract involves the purchase of goods, then the performance bond will be returned to manufacturer within thirty (30) days of DTC’s acceptance of the goods.
The successful Bidder/Proposer shall maintain throughout this assignment the following insurance coverages:

<table>
<thead>
<tr>
<th>POLICY TYPE</th>
<th>AMOUNT NOT LESS THAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker’s Compensation</td>
<td>Full Statutory Limits</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$1,000,000.00 each accident</td>
</tr>
<tr>
<td></td>
<td>$1,000,000.00 each disease</td>
</tr>
<tr>
<td></td>
<td>$1,000,000.00 each person</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>$2,000,000.00 each occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000.00 Personal &amp; Advertising Injury</td>
</tr>
<tr>
<td></td>
<td>$4,000,000.00 Products &amp; Completed Operations Aggregate</td>
</tr>
<tr>
<td></td>
<td>$1,000,000.00 Fire and Legal Liability</td>
</tr>
<tr>
<td></td>
<td>$5,000.00 Medical Payment</td>
</tr>
<tr>
<td></td>
<td>$4,000,000.00 General Aggregate</td>
</tr>
<tr>
<td>Excess / Umbrella Liability Insurance over</td>
<td>$5,000,000.00 each occurrence</td>
</tr>
<tr>
<td>Employer’s Liability, Commercial General</td>
<td>$5,000,000.00 aggregate where applicable</td>
</tr>
<tr>
<td>Liability, and Auto Liability</td>
<td></td>
</tr>
<tr>
<td>Comprehensive Auto Liability Combined single</td>
<td>$1,000,000.00</td>
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<tr>
<td>limit (covering all owned, hired and non-</td>
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</tr>
<tr>
<td>owned vehicles with property damage each</td>
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<tr>
<td>personal and property protection insurance</td>
<td></td>
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<tr>
<td>including residual liability insurance</td>
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<tr>
<td>under Michigan No Fault Insurance Law)</td>
<td></td>
</tr>
<tr>
<td>Builder’s Risk</td>
<td>Full value of the contract</td>
</tr>
</tbody>
</table>

If the contract involves activities covered under the following policy types, the successful Bidder/Proposer shall maintain the following additional coverage minimums:

| Professional Liability                        | $3,000,000.00 per claim                                   |
|                                               | $3,000,000.00 aggregate                                   |
Minimum Specifications

The specifications contained in this RFP are the minimum specifications needed to meet DTC's needs.

Request for Clarification/Approved Equal (RFAE)

All requests for clarification of these specifications and for an approved equal (RFAE) must be in writing and must be received by the time specified in Section 53 above.

Please note the items specified herein were selected through product comparisons and evaluation. Proposed alternates must match dimensions, finishes, performance and design features of the products specified herein.

Catalogs, product information and/or specifications must accompany all RFAEs.

Bidders/Proposers whose product or service exceeds the minimum specifications herein need not submit an RFAE. Such Bidders/Proposers may be required to prove they exceed these minimum specifications before being awarded a contract.

The RFP Documents cannot be modified, except in writing. Verbal modifications are void and ineffective. Any changes by DTC to the RFP Documents, the Project, the Proposal submission deadline, or the Proposal opening date will be communicated via written Addendum, using the contact information on the RFP List.

Pre-Bid/Proposal Conference/Facility Tour

There will be NO pre-Bid/Proposal conference and site visit for this solicitation as indicated in Section 53 of this RFP. If a conference meeting conducted, attendance is HIGHLY RECOMMENDED. Regardless of whether a conference or tour is conducted, before submitting a Proposal, each Proposer must review the proposed work to arrive at a clear understanding of the conditions under which the work is to be done. Proposer will be held to have reviewed the specifications, and to have satisfied itself as to all conditions affecting the execution of the work. No allowance or extra compensation concerning any matter or thing about which the Proposer might have fully informed itself, will be allowed.

Presentations

DTC may ask Proposer to explain elements of its Proposal.

Inquiries

All questions pertaining to this RFP should be directed to David Pippin, Interim Procurement Manager, at DPippin@thepeoplémover.com. Questions and answers will be posted on DTC’s at: www.thepeoplemover.com. DTC will respond to questions and inquires within 5 business days.

Clarifications, roved Equals, Supplements

Clarifications, roved Equals and other supplements to this RFP may be issued to modify, change or clarify one or more points. All parties who request the RFP will be forwarded copies of supplements. Bidders/Proposers are reminded to read and adhere to such supplements as compliance with them is integral to having the Bid/Proposal reviewed. Supplements will also be posted on DTC’s at: www.thepeoplemover.com.
Form of Bid/Proposal

All forms must be completely filled in, signed and otherwise executed as indicated. Failure to do so can result in the Proposal being declared "unresponsive".

Unless otherwise specified in this RFP, only the forms prescribed in Section 500 shall be included with the Bid/Proposal. Additional material is not required and will not be reviewed.

Explanations (Written and/or Oral)

Should a Proposer find a discrepancy in or omissions from these specifications, or should he/she be in doubt as to their meaning, he/she shall at once make inquiry of DTC.

Alternate Proposals

Alternate proposals may be submitted by the Proposer - at his/her discretion and risk - to achieve the essential purpose and intent of these specifications at a lower cost, without increasing DTC's risk or exposure. Such alternate proposals must be clearly identified and prominently labeled as such. DTC is not obligated to accept or review any alternate proposal.

Withdrawal of Proposal

No Proposal will be allowed to be withdrawn for a period of 180 days after it has been opened by DTC. The length of time Proposals shall be good - plus the schedule for the project - will be automatically extended by the amount of time required for DTC and, where applicable, the Federal Transit Administration to process any Single Proposal.

Consideration of Proposal

For RFPs Only, no information will be released about any Proposer or Proposal until a contract award is made, and only by written request to DTC's General Manager.

Rejection or Acceptance of Proposal

DTC reserves the right to accept or reject any or all Proposals, and any parts of any Proposal for sound documentable business reasons. In awarding a contract, DTC reserves the right to consider all elements entering into the question of determining the responsibility of the Proposer. Any Proposal which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the Proposal. In case of any discrepancy between the price written in the Proposal and that given in figures for any item, the price in writing will be considered as Proposal.

Unacceptable Proposals

No Proposal will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to DTC or the City of Detroit upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to said DTC or has failed to perform faithfully any previous contract with DTC.
Right to Perform Pre-Award Survey

DTC retains the right to review the apparent low proposer’s production schedule and past delivery performance to determine responsibility.

Single Bid/Proposal

In the event of a single Proposal response, this solicitation will be automatically converted to a negotiated purchase which shall require Proposer to negotiate a fair and equitable price. DTC retains the right to request certifiable cost analysis data which Proposer must provide. DTC reserves the right to negotiate an adjustment in Proposer’s price if warranted by said analysis. SEMCOG review of a single Proposal may be required and will automatically extend the time Proposals shall be good.

Disadvantaged Business Enterprise Utilization

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. DTC’s FY 2015-2017 overall goal for DBE participation is 5.56%. Use of DBE firms for support functions (e.g. delivery, installation, and training) is one way to achieve this goal.

The successful Bidder must demonstrate its “good faith efforts” to meet DTC’s overall goal. "Good faith efforts" to achieve this participation are defined in Contractor Certifications in Section 500 of this IFB.

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract. Contractor shall carry applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by any contractor to carry out these requirements is a material breach of contract, which may result in the termination of the contract or such other remedy as DTC deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this Section (see 49 CFR 26.13(b)).

Invoicing for DBE firms must be separately identified on prime contractor’s bills.

DBEs must be registered by the Michigan Department of Transportation. The Michigan Unified Certification Program DBE directory and forms are available at www.michiganucp.org. DTC will accept the DBE certification from other transit properties that comply with DBE federal regulations.

Award of Contract

Award will be made to the responsive and responsible offeror whose Proposal represents the Best Value to DTC, according to the criteria listed in the RFP.

DTC may reject all Proposals for sound, documentable, business reasons. A responsive Proposal is one which complies with the terms, conditions and specifications of this RFP. A responsible Bid/Proposal is one submitted by a company or joint venture possessing the capability and capacities to perform as required by this RFP.

DTC reserves the right to award one, more than one or no contracts as DTC deems to be in its best interests. If an RFP, DTC further reserves the right to make an award on the basis of an original Proposal(s) without any negotiating with any offeror.
**121 Contractual Terms and Conditions**

The terms and conditions of any contract that results between DTC and the successful Proposer are discussed in Section 300.

**122 Cost of Preparation**

All costs incurred by any Proposer prior to Notice to Proceed will not be reimbursed by DTC.

**123 Additional Information, Rejection**

Because offers can at times be ambiguous in its solicitation documents, DTC reserves the right to request additional information before making an award. DTC also reserves the right to seek clarification from any offeror about any statement in its Proposal that DTC finds ambiguous. DTC may undertake such investigations as it deems necessary to determine the ability of each Bidder to perform the work, and the Proposer shall furnish to DTC all such information and data as DTC may request for this purpose.

DTC may require the Proposer to submit any of the following information before the submission deadline, or as a condition to entering into any contract: (1) Proposer’s performance record; (2) the address and description of the Proposer’s permanent place of business; (3) an itemized list of the Proposer’s equipment; (4) description of any project which the Proposer has constructed in a satisfactory manner; (5) Proposer’s financial statement; (6) a breakdown of the Proposal submitted, including a listing of the subcontractor’s names for each service proposed to be used for this project; (7) such additional information as will satisfy DTC that the Proposer is adequately prepared to fulfill the contract.

DTC reserves the right to reject any Proposer if the evidence submitted by, or investigation of, such Bidder/Proposer fails to satisfy DTC that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated in this RFP.

DTC reserves the right to reject any and all Proposals without prior notice; to waive informalities and technicalities; to extend deadlines without notice; to negotiate directly with only those respondents deemed to be qualified according to the criteria in this RFP; and to enter into one, more than one, or no contracts as it shall deem to be in its best interests, and to award to other than the lowest price proposals.

Proposals will be not considered if the bid bond is not submitted with the proposal and the Buy America certification is not completed and submitted with the bid/proposal.

**124 Terminology**

The terms "proposal" and "proposer"; "Request for Proposals" and "RFP"; are used interchangeably throughout this RFP, unless expressly designated as "RFP Only". Similarly, the terms "DTC", "buyer", "purchaser" and "Corporation" are used interchangeably. All terms, including "his" and "his/her", are used in a gender-neutral manner.
Late Bids/Proposals

Proposals received by DTC after the exact time set for receipt in Section 52 above are considered "late". Late Bids/Proposals will be considered only if received before contract award, and the following objective, bona fide proof is submitted showing reason or cause for delay as follows:

1. it was sent by registered or certified mail not later than 5 calendar days before the Bid/Proposal receipt date specified;
2. it was sent by mail and it is determined by DTC that the late receipt was due solely to mishandling by DTC after receipt; or
3. it was sent by an overnight express service not later than 5:00 PM at the place of mailing one (1) working day prior to the date specified for receipt of Bids/Proposals and is marked for delivery by next business morning. The term "working days" excludes weekends and holidays.

The only acceptable evidence to establish the date of mailing by registered or certified mail is a U.S. or Canadian postmark both on the envelope or were and on the original receipt from the U.S. or Canadian Postal Service. Both must show a legible date or it shall be deemed to have been mailed late.

The only acceptable evidence to establish the time of receipt at DTC's office is the time/date stamp by DTC on the Bid/Proposal were or other documentary evidence of receipt maintained by DTC.

The only acceptable evidence to establish the date of mailing by an overnight express service is the date entered by the receiving clerk on the label.

Protests

It is the policy of DTC to prepare specifications that are not discriminatory in nature. All solicitations are to be open and free to all competing vendors whereby all have a reasonable chance to be successful and awarded a contract.

If a vendor feels that a particular solicitation is unfair for whatever reasons, the following procedure must be followed to register a proper protest and said procedure shall be a part of all solicitations:

STEP 1 Protest must be made in writing and addressed to the General Manager no later than (1) three (3) days before the scheduled Proposal due date, (2) three (3) days after the Bid/Proposal opening, or (3) three (3) days after contract award, as applicable. Such protest must cite what the solicitation was for, and for what reason the protest is lodged.

STEP 2 The General Manager shall make all reasonable attempts to resolve the protest prior to the Bid/Proposal opening or award of a contract, as applicable, and reserves the right to reschedule same if, at her discretion, deemed necessary. The General Manager must make a decision no later than ten (5) working days from date the protest is lodged.

STEP 3 If the protest is not satisfactorily resolved at Step 2, the person or firm making the protest may request a hearing with its legal counsel and DTC, with DTC's legal counsel serving as arbitrator on the matter. Request for such a hearing must be made within 15 working days of the original date the protest was filed.
The decision at Step 3 shall be final and binding on all parties. If the vendor believes that DTC did not follow the above process, he/she may appeal to the Federal Transit Administration as follows:

Office of Program Management  
Federal Transit Administration 
Suite 320  
200 West Adams Street  
Chicago, IL 60606  
(312) 353-2789

The Federal Transit Administration will hear appeals only where a local protest procedure does not exist or where the local procedure was not followed.

127 Certifications

Bidders/Proposers shall execute certifications pertaining to:

- Cost Proposal
- Hold Harmless Agreement
- Representations and Certifications
- Exceptions to Terms and Conditions
- Addendum Certification
- Compliance with Federal Affirmative Action Requirement
- Disadvantaged Business Enterprise Certification
- Non-Conflict of Interest Certification
- Name, Legal Status, and Authorizing Signature
- Certification of Procurement Integrity
- Free Competition Bidding Affidavit
- Bid/Proposal Guaranty & Security
- Buy America Certification
- Debarment Certification
- Lobbying Certification
- Clean Air and Water Certification
SECTION 200

PROJECT OVERVIEW AND STATEMENT OF WORK
Project Overview

a) Detroit Transportation Corporation (DTC) provides public, rail transportation for 2.3 million riders annually. As, it is pertinent to this type of survey the average passenger trip length is 1.41 miles or the rough equivalent of 7 minutes. The Customer Satisfaction Survey is designed to provide DTC management staff with key information about its riders with the focus on:

- Customer Satisfaction
- Satisfaction with Service
- Demographic Profile
- Rider Profile
- Statistical Analysis of all data collected which shall be presented as Discrete or Inferential.

Recommended Work Plan

1. Proposer outlines the overall project processes and key milestones
2. Proposer can meet established project deadlines
3. Proposer must complete project within 90 business days after the Notice to Proceed.

General Requirements

The contractor shall:

1) Contractor shall develop Customer Satisfaction Survey work plan.
2) Be responsible for the design of the Survey Instrument and the collection and analysis of all data.
3) Contractor shall be responsible for supplying DTC with data in an electronic format.
4) Contractor shall produce a Draft and Final Customer Service Satisfaction Report

1. The contractor shall conduct a Customer Satisfaction Survey that meets the statistical requirements based on 5% error factor at 90% confidence level.

Deliverables

1. The contractor shall produce and deliver a Customer Satisfaction Survey Final Report

The contractor shall provide a detailed project schedule it is estimated that this project will be completed 90 days or less after the notice to proceed.

Evaluation Criteria

If a proposal has been determined to meet all Qualification Requirements and is not otherwise rejected, it is then evaluated based upon pricing and Evaluation Criteria for determining the competitive range or selection of a proposal for potential award.

The criteria are listed in their order of importance. Any and all Deviations, Clarifications, reservations, and additional or contradictory terms included in a proposal that did not result in rejection will be evaluated in this Section according to what evaluation criteria they affect.

The criteria are listed numerically by their order of importance, although points A and B are equally weighted as are points C and D. Proposals which deviate significantly from the specifications may be
considered non responsive. DTC will establish a project evaluation team to review and evaluate the proposals. The team will consist of the following persons: [*Cornelius Henry-Transportation Specialist DTC, Ericka Alexander-Marketing DTC, and Jordan Medeiros- DTC*]

A. **Qualifications and past experience 35 points**

1. The Proposers scoring will be based on the structure of the Project Team (Personnel and Roles). This will also include the role of sub consultants, and contractors as well. For each sub-consultant describe their role in detail and what percentage of the work they will be assigned. The proposer shall provide resume’s for each of the key staff of the prime and sub consultants/contractors.

B. **Understanding of Service and Innovations 25 points**

1. Describe the understanding of the service, innovations, or other issues you intend to propose this information is based on the scope of work. 
2. Include any work item that you believe should be added to the scope of work, or any work item that is in the current scope of services which should be altered 
3. Submitted Work Plan

C. **Past Performance 20 points**

1. DTC will review relevant performance evaluations for the past five years (5) for prime and sub consultants/contractors that are being proposed. If the Consultant/Contractor has not previously worked for DTC other references can be provided for the Selection Team to contact.
2. These references would be in addition to references provided.

D. **Timeliness of completion 15 points**

1. Proposers must submit documentation of their ability to complete the project on the shortest, reasonable, timeframe that can still produce a high quality end product 
2. Proposers must submit a timeline of how they plan to complete the project (timelines must match the schedules outlined in Section 201)

E. **Price 5 points**

1. Proposers must submit a Price Proposal.

Proposals will be scored using this formula: lowest price receiving 5 points second 9 and so forth.
SECTION 300

CONTRACT TERMS AND CONDITIONS
The general terms and conditions of the Contract for this procurement are contained in this Section 300. The successful Bidder/Proposer is hereinafter referred to as the “CONTRACTOR.”

301 Independent Contractor

CONTRACTOR, for purpose of this agreement shall be considered an independent contractor who covenants and agrees to perform and deliver for the stated compensation all of the goods and services described under the section of the Contract titled Scope of Work. CONTRACTOR agrees to complete the work in a professional manner using qualified individuals with a high degree of professionalism and to ensure the accuracy and timeliness of the services rendered.

302 Contractor’s Obligation

The general obligation of CONTRACTOR shall be to transfer and deliver the goods and services specified in complete accordance with the terms, conditions and specifications of the Contract.

303 Buyer’s Obligation

The general obligation of DTC shall be to accept delivery of conforming goods and services and to pay in accordance with the terms, conditions and specifications of the Contract.

304 Contract Period

CONTRACTOR shall commence work upon written receipt of the Notice to Proceed from DTC. The CONTRACTOR shall complete the work within the time frames set forth in the Scope of Work.

305 Background Checks

CONTRACTOR shall conduct background checks of any or all of contractor’s and subcontractor’s employees for purposes of verifying identity, any criminal activity and ad on any Homeland Security watch lists. CONTRACTOR shall provide the results of said checks to DTC upon request by DTC. To the extent CONTRACTOR’s employees change during the life of the Contract, CONTRACTOR shall supply the name(s) of the new employee(s) plus their background checks to DTC.

306 Performance Bonds and Labor and Material Payments Bonds

If this box [ ] is checked, a Labor and Material Payments Bond from a bonding company licensed to do business in Michigan or a certified check, bond, cashier’s check or an irrevocable letter-of-credit, in an amount equal to 50% of the value of any contract awarded as a result of this RFP shall be posted by CONTRACTOR with DTC prior to Notice to Proceed.

The bonds may be issued by a surety company on its standard form and must be provided to DTC within twenty-one (21) days of notice that it is required.

The bonds must be written by a company authorized to write bonds in the State of Michigan and must be listed in the latest edition of U.S. Treasury Circular 570, or having a rating by A.M. Best of B+ or better, and must show sufficient bonding capacity to bond the performance required under the Contract. The bonds must meet the approval of DTC’s Legal Counsel. If the Contract involves the purchase of goods, then the performance bond will be returned to manufacturer within thirty (30) days of DTC’s acceptance of the goods.
Notice to Proceed

DTC will furnish CONTRACTOR written direction to commence delivery entitled "Notice to Proceed" following receipt by DTC of all required bonds, insurance certificates or such other documentation that CONTRACTOR is required to submit for DTC approval prior to performance under the Contract. DTC shall not be responsible for any costs of any type whatsoever incurred by CONTRACTOR prior to the issuance of the Notice to Proceed. The date of the Notice to Proceed shall be the official date from which all scheduled activities and requirements are computed. DTC retains sole discretion with respect to the timing of the issuance of the Notice to Proceed.

Contract Modification

No change or modification of the terms and conditions of the Contract may be made unless:

a. Any proposed change in the Contract must be submitted to DTC for its prior written approval. The General Manager may at any time, by written order only, make changes within the general scope of the Contract. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under the Contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or completion schedule, or both, and the Contract shall be modified in writing accordingly. Any claim by CONTRACTOR for adjustment under this clause must be asserted within 30 days from the date of receipt by CONTRACTOR of the notice of change; provided, however, that the General Manager, if she decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under the Contract.

b. Any modification made must be in writing and attached to the Contract in the form of an amendment, and signed by both parties signifying agreement to the modification.

c. Any Contract modifications, if granted by DTC, will not operate as a release to CONTRACTOR from the covenants and conditions of the Contract outside of the nature of the expressed modification nor shall same be considered as a waiver for any breach of contract damage claim which may be made by DTC.

d. Any modification agreed to by and between DTC and CONTRACTOR must be in compliance with applicable governmental regulations and subject to Federal Transit Administration concurrence, if needed.

Subcontract approval

Any subcontract the CONTRACTOR may wish to enter into must be roved by DTC prior to the execution of the subcontract, and all the requirements of these terms and conditions must be included within said subcontracts to gain approval of DTC.

Substitution of Subcontractor/Independent Contractor

Any substitution of a subcontractor or independent CONTRACTOR must be furnished in writing to DTC for DTC’s approval and for the purpose of determining and maintaining the intent of DTC’s Disadvantaged Business Enterprise goals.

Disadvantaged Business Enterprise

The Federal Transit Administration Contract Clauses set forth in Section 400 are incorporated by reference.
Equal Employment Opportunity

CONTRACTOR shall comply with and have each of its subcontractors comply with the Department of Labor’s regulation outlining "Equal Employment Opportunity", as supplemented in 41 CFR Part 60. CONTRACTOR shall comply with and have each of its subcontractors to have an affirmative action plan which declares that they do not discriminate on the basis of race, color, religion, national origin, sex, or age and which specifies goals and target dates to insure the implementation of any such plan.

CONTRACTOR further agrees that during the performance of the Contract to comply with the Standard Title VI Assurances as listed below:

a. Compliance with Regulations


b. Nondiscrimination

CONTRACTOR, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, religion, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding or negotiation, made by CONTRACTOR for work to be performed under the subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligations under the Contract and the regulations relative to nondiscrimination on the grounds of race, color, religion, age, sex, or national origin.

d. Information and Reports

CONTRACTOR shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by DTC, SEMCOG or Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required of a CONTRACTOR and is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to DTC, SEMCOG or the Federal Transit Administration, as appropriate and shall set forth what efforts it has made to obtain the information.
e. Sanctions for Noncompliance

In the event of CONTRACTOR’s noncompliance with the nondiscrimination provisions of the Contract, DTC shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

1. Withholding of payment to CONTRACTOR under the Contract until CONTRACTOR complies, and/or

2. Cancellation, termination or suspension of the Contract, in whole or in part.

f. Incorporation of Provisions

CONTRACTOR shall include the provisions of Paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as DTC or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request DTC to enter into such litigation to protect the interests of DTC and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

313 Delivery

Throughout this project and in the Contract, the terms delivery and completion are used interchangeably.

CONTRACTOR shall tender performance and/or completion of this project in the manner and at the place and time specified in the RFP. All deliveries are to be F.O.B. destination at DTC’s Administrative Office, Detroit, Michigan 48226 or as otherwise designated on the Proposal form by DTC. It is agreed that the Proposal prices include freight.

314 Payment

The Contractor shall be paid the Contract Sum in a series of progress payments and a final payment. On the date designated by the DTC, the Contractor shall submit to the DTC an itemized application for payment in a form acceptable to the DTC. Each application for payment shall include (a) a signed certification by the Contractor that the Work has progressed to the point indicated, the quality of the Work covered by the application is in accordance with the Contract, and the Contractor is entitled to payment in the amount requested, and (b) a written waiver from the Contractor and its subcontractors and suppliers at any tier.

The Contractor warrants that title to all Work covered by an application for payment will pass to the DTC at the earlier of incorporation into the / or the time of payment. Neither progress payments nor partial or entire use or occupancy of the Work by the DTC shall constitute acceptance of the Work that is defective or is otherwise not in accordance with the Contract.

Within thirty (30) days of the DTC’s receipt of a properly submitted and correct application for payment of the Work, the DTC shall pay the Contractor. Payments may be withheld for the reasons stated in Paragraph 2.17, provided that the DTC has given the Contractor written notice of the basis for the withholding. The DTC shall pay all undisputed sums.
All invoices shall be mailed to: Accounts Payable, DTC, Buhl Building, 535 Griswold, Suite 400, Detroit, Michigan 48226.

Late payments will accrue no interest.

315 **Substantial Completion**

The Work has achieved Substantial Completion when it meets all of the following conditions: (1) it is sufficiently complete that it may be used for its intended purpose and only minor workflow “punch list” items remain to be completed or corrected. For purposes of Substantial Completion, “minor punch list items” are those that can be completed within thirty (30) days and will not interfere with the DTC’s use of the People Mover. When the Contractor believes that the Work is Substantially Complete, it shall deliver to the DTC a written certification of Substantial Completion, signed by the Contractor and accompanied by a written punch list of items remaining to be completed or corrected before Final Completion of the Work. The DTC shall then conduct a review. If Substantial Completion has been achieved, the DTC shall issue a written confirmation. The DTC may also add items to the punch list, if necessary.

316 **Final Completion**

Final Completion is defined as the point at which Substantial Completion has been achieved, all punch list items noted at Substantial Completion have been completed, and the Contractor has delivered to the DTC all warranty and guarantee documents, Operation and Maintenance Manuals, and other documents it is required to deliver to the Owner under the Contract.

When the Contractor believes that it has achieved Final Completion of the Work, it shall deliver to the DTC a written certification of Final Completion, signed by the Contractor, together with its application for final payment. The application for final payment shall meet all the requirements for applications for progress payments, except that, the Contractor shall submit a final lien and claim waiver.

The DTC shall conduct an inspection and, if Final Completion has been achieved, shall issue a written confirmation.

Final Payment. Final Payment of the Work shall be made within thirty (30) days of the date the DTC confirms that Final Completion has been achieved. Acceptance of final payment shall constitute a waiver of all of the Contractor’s claims relating to or arising out of the, other than those that have been identified in the final application for payment as remaining unsettled.

Right to Withhold Payments. The DTC may withhold any payment if any of the following occur: (1) the Contract Work is defective and such defects have not been remedied; or (2) a lien has been filed in connection with the Work against the Project and the Contractor, upon notice, has failed to remove the lien; or (3) the Contractor is otherwise in material breach of the Contract.

317 **Prompt Payment (Prime Contractors)**

CONTRACTOR agrees to pay each subcontractor under this prime Contract for satisfactory performance of its contract no later than ten (5) days from the receipt of each payment CONTRACTOR receives from DTC. CONTRACTOR agrees further to return retainage payments to each subcontractor within ten (5) days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of DTC. This clause lies to both DBE and non-DBE subcontractors.
318 **Liquidated Damages for Delay**

FINAL COMPLETION MUST BE ACHIEVED ON OR BEFORE 90 days after Notice To Proceed. **Time is of the essence in the Contract. CONTRACTOR will pay DTC the sum of $150.00 per each calendar day, excluding statutory holidays, that Contract goods or services are delayed beyond the delivery dates identified in the Scope of Work, subject to extensions granted thereto in writing.**

CONTRACTOR may be granted an extension of time and will not be assessed with liquidated damages or the cost of review or testing for any portion of the delay in completion of the work beyond the time named in these specifications caused by acts of God, or of the public enemy, fire, floods, epidemics, strikes, labor disputes, and freight embargoes, or other causes beyond its reasonable control, provided that CONTRACTOR shall notify DTC in writing of the causes of delay within seven (7) days from the beginning of any such delay. DTC shall ascertain the facts and extent of the delay, and its findings thereon shall be final and conclusive. CONTRACTOR has the burden of proof that the delay was beyond its control.

The parties intend that the liquidated damages constitute compensation and not a penalty for the late deliveries. The parties acknowledge and agree that the harm caused by a late delivery to DTC would be impossible or very difficult to accurately estimate at the time of contract and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from a late delivery.

319 **Taxes**

The Contract price or prices for the commodities contained in the Contract are subject to increase or decrease by the amount of any additional tax or taxes or reduction of such tax or taxes, as the case may be, affecting such commodity imposed by or under authority of the Federal government or the State of Michigan which may be enacted after receipt of Proposals for the Contract and such changes shall continue in effect during the existence of such change in the tax or taxes; provided, however, that in the event of any increase in cost, a claim shall be presented by CONTRACTOR within thirty (30) days of the imposition of such tax and such claims shall be supported by evidence of such additional tax, satisfactory to DTC. Reductions in taxes will be deducted from the Contract price.

As a political subdivision of the State of Michigan, DTC is exempt from all sales, excise, federal gasoline, and transportation taxes, except State of Michigan gasoline and federal Superfund taxes. The price or prices bid, whether a unit price, lump sum price, lot price, or a trade discount from catalog list prices, shall be exclusive of all such taxes. DTC’s tax exempt number is 38-2637180

320 **Inspection**

DTC reserves the right and shall be at liberty to inspect all materials and workmanship at any time during the process and shall have the right to reject all materials and workmanship which do not conform with the specifications; provided, however, DTC is under no duty to make such inspection and, if no such inspection is made, CONTRACTOR shall not be relieved of any obligation to furnish materials and workmanship strictly in accordance with the specifications. FTA and SEMCOG shall be accorded the same inspection rights reserved by DTC in this clause. DTC will receive conforming deliveries for purposes of inspection. Acceptance of goods and services will not occur until after inspection or until a reasonable time for inspection has elapsed.

Except as otherwise provided in the Contract, CONTRACTOR shall be responsible for goods covered by the Contract until they are delivered at the designated delivery point, regardless of the point of inspection. After delivery to DTC at the designated point and prior to acceptance by DTC or rejection and giving notice thereof by DTC, DTC shall be responsible for the loss, destruction of, or damage to the goods. CONTRACTOR shall bear all risks as to rejected goods after CONTRACTOR retakes possession and/or control of such goods.

DTC may test deliveries before or after acceptance for conformance with the specifications. Such tests may be performed by independent laboratories. Where test results indicate nonconforming goods, the delivery and the goods will be rejected and the cost of the test charged to CONTRACTOR. Where acceptance has preceded testing, acceptance is deemed conditional and subject to revocation. DTC may reject goods and services and
may revoke its acceptance without testing.

321 Explanations (Written and/or Oral)

Should CONTRACTOR find a discrepancy in or omissions from these specifications, or should it be in doubt as to their meaning, it shall at once make inquiry of DTC.

322 Audit and Inspection of Records

Upon reasonable request, CONTRACTOR shall permit the authorized representative of DTC, or any appropriate governmental agency, to inspect and audit all work, materials, payroll and other data and records relating to its performance under the Contract. The results of such audit or inspection and the information gained from same will not be released by DTC, except to such governmental agencies as may be appropriate.

323 Right to Adjust Cost

If DTC determines during the life of the Contract that data submitted by CONTRACTOR is not correct, incomplete, or inaccurate, DTC shall be entitled to a downward adjustment in the cost of the applicable goods and services.

324 Failure to Meet Specifications

The delivery of any goods or services that do not in all respects conform to Contract specifications will be rejected and CONTRACTOR notified at once of such rejection and the reason therefore. If CONTRACTOR fails to effect immediate replacement of such rejected goods or services, DTC will purchase the goods or services of the character required in the open market, and CONTRACTOR and its surety shall be liable to DTC for any excess cost and expense occasioned DTC thereby.

325 Quantity and Quality

CONTRACTOR agrees to deliver goods and services of the kind and quality specified and in the quantities specified. In the case of a requirements contract, the RFP specifies estimates of DTC’s needs for the Contract duration. It is agreed that such estimates are presented for evaluation purposes only and are not to be considered firm requirements. Actual requirements may exceed or be less than these estimates.

326 Warranties

CONTRACTOR warrants that for a period of one (1) year (or for such longer period as may be prescribed in the Scope of Work or RFP) following acceptance of the goods and services delivered hereunder, that the goods and services are free of defects in materials and workmanship and further warrants that such goods and services are suited for the purposes intended and are of merchantable quality. CONTRACTOR further warrants that it holds good and marketable title in the goods delivered, and that such goods are free of all liens, security interests or other encumbrances. CONTRACTOR agrees that in the event the goods or services are not as specified herein and as warranted in these specifications, it will promptly cure the defect at its sole cost and expense. CONTRACTOR further agrees to indemnify DTC for all costs and damages, both incidental and consequential, resulting from the delivery of goods and services which fail to meet the aforesaid warranties. It is agreed that the goods and services provided hereunder are regarded as consumer goods and services.

327 Indemnification

a. To the fullest extent permitted by law, CONTRACTOR shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless DTC and its agents, representatives, and employees from and against all claims, actions, judgments, costs, penalties, liabilities, damages, losses and expenses, including but not limited to attorney's fees and worker's compensation benefits arising out of or resulting from the performance of the Contract, provided that any such claims, action, judgment,
cost, penalty, liability, damage, loss or expense is:

1. attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the goods) including the loss of use resulting therefrom, and

2. Caused in whole or in part by a negligent act or omission of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone to whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

b. In any and all claims against DTC or any of its agents, representatives or employees by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any subcontractor under worker’s compensation acts, disability acts or other employee benefits acts.

328 Hold Harmless

CONTRACTOR agrees to hold DTC harmless from liability resulting from CONTRACTOR’S acts or omissions within the terms of this Contract; provided, however, CONTRACTOR shall not hold DTC harmless from any claims, demands, or causes of action arising in favor of any person or entity, growing out of incident to, or resulting directly or indirectly from the negligence of DTC, its officers, agents, representatives, or employees.

329 Disputes

The Federal Transit Administration Contract Clauses set forth in Section 400 shall apply to all disputes, regardless of amount. The parties agree that any dispute that is not resolved by the decision of the authorized representative shall be resolved by binding arbitration. Within thirty (30) business days after the issuance of the authorized representative’s written decision on appeal, the dispute may be submitted for review and decision by binding arbitration. The arbitration shall be by a panel of three (3) arbitrators. CONTRACTOR and DTC shall each select one (1) arbitrator, who shall jointly select the third. CONTRACTOR shall be precluded from presenting any evidence at the arbitration that was not previously submitted to the authorized representative during the appeal. The prior decision of the authorized representative as to any question of fact shall be deemed final and conclusive, unless such decision is determined to have been fraudulent, capricious, arbitrary, as grossly erroneous as necessary to imply bad faith, or not supported by substantial evidence. The arbitrators shall have no power to change any provision of the Contract and the jurisdiction of the arbitrators is limited accordingly. If the Dispute exceeds $50,000.00 in amount, a transcript of the proceedings and written opinion of the arbitrators shall be required, with the costs to be shared equally by DTC and CONTRACTOR. A judgment of the Circuit Court shall be rendered upon the award.

330 Attorney Fees

If DTC is required to commence an action to enforce the Contract or to recover any damages for its breach, DTC shall be entitled to recover its reasonable attorney fees.
Notification of Proceedings

DTC will give CONTRACTOR prompt notice in writing of the institution of any suit or proceeding and permit CONTRACTOR to defend same and will give all needed information, assistance, and authority to enable CONTRACTOR to do so. CONTRACTOR will similarly give DTC immediate notice of any suit or action filed or prompt notice of any claims made against CONTRACTOR arising out of the performance of this Contract. CONTRACTOR shall furnish immediately to DTC copies of all pertinent papers received by CONTRACTOR.

The sending or giving of any notice, invoice, or statement by U.S. Mail, postage prepaid by either party hereto, will be addressed to the other at the respective addresses shown in the Contract.

Termination

The Federal Transit Administration Contract Clauses set forth in Section 400 are incorporated by reference.

Assignment

CONTRACTOR shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title, or interest in or to the same or any part thereof without prior written consent of DTC. Should said assignment be made by court order, all rights and obligations of CONTRACTOR under the Contract shall fall to and be incumbent upon CONTRACTOR's successors and assigns.

Any part of the Contract, including options that are not executed by DTC, may be assignable by DTC to any entity, public or private. Said options shall be executable or assignable by DTC from award date to two years after the last article in DTC's initial order is delivered.

Covenants against Contingent Fees

CONTRACTOR warrants that no person or entity has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee for the purpose of securing business. For breach or violation of this covenant, DTC shall have the right to annul the Contract without liability at its discretion, to deduct from the Contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Release of Information

CONTRACTOR agrees not to release data or information about the results of the agreed upon project to any person outside of DTC without first obtaining written authorization to release such information from DTC.

Ownership of Documents

DTC, SEMCOG and FTA will become the sole and exclusive owners of all documents prepared by CONTRACTOR upon payment for same by DTC, except any documents which may be protected by patent, lease or other written documents which provide proof of ownership plus production drawings, bills of material, purchase orders, etc.

No reports, maps or other documents produced in whole or in part under the Contract shall be the subject of an application for copyright by or on behalf of CONTRACTOR.
CONTRACTOR shall, at its own expense, defend all suits or proceedings instituted against DTC and pay any award of damages assessed against DTC in such suits or proceedings, insofar as the same are based on any claim that materials furnished or work performed under the Contract constitutes an infringement of any patent, trade secret, copyright, or any other proprietary right to which DTC, SEMCOG or FTA claims ownership.

337 Retention of Records

CONTRACTOR shall retain all records pertaining to the Contract for a minimum of three (3) years from the date of all services to DTC.

338 Workmen’s’ Compensation Act

CONTRACTOR shall comply with the State law known as the Workmen’s’ Compensation Act and shall pay into the State insurance fund the necessary premiums required by the Act.

Any and all of the employees of CONTRACTOR while engaged in the performance of any work required by CONTRACTOR under the Contract shall be considered to be employees of CONTRACTOR only and not of DTC, and any and all claims that may arise from the Workers Compensation Act on behalf of said employees while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of CONTRACTOR’s employees while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of CONTRACTOR.

CONTRACTOR may provide certifications in lieu of the above if said is a qualified self-insurer of Workers Compensation.


CONTRACTOR shall be and remain an independent CONTRACTOR with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance and old age retirement benefits or annuities now or hereafter imposed under any State and Federal law which are measured by the wages, salaries or other remunerations paid to persons by CONTRACTOR on work performed under the terms of the Contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized State or Federal officials; and said CONTRACTOR also agrees to indemnify and save harmless DTC from any such contributions or liability therefore.

340 Interest of Members or Delegates to Congress

No member, or delegates to the Congress of the United States shall be admitted to any share of the Contract or to receive any benefit arising therefrom.

341 Conflict of Interest

No officer, agent or trustee of CONTRACTOR shall participate in the selection or administration of the Contract if a conflict of interest, real or apparent, would be involved or appear to be at issue.
Firm Fixed Price Contract.

This is a Firm Fixed Price Contract. Contractor shall not be entitled to any additional compensation. Contractor represents that all related costs have been included in the Cost Proposal.

Compliance with Laws and Regulations

All goods and services furnished pursuant to Contract specifications shall be in compliance with all applicable laws and the applicable regulations of all appropriate governmental agencies, including without limitation the U.S. Department of Transportation, and the State of Michigan. CONTRACTOR acknowledges Federal and State laws and regulations may change during the life of the Contract and that the changed laws and regulations will apply to the Contract unless otherwise determined by Federal or State governments. CONTRACTOR shall, if requested by DTC, supply certification and evidence of such compliance.

Severability of Contract

If any term, provision, covenant or condition of the Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and in no way shall be affected, impaired or invalidated.

Applicable Law and Jurisdiction

This agreement has been executed in Wayne County, Michigan and shall be construed and governed according to the laws of the State of Michigan. The parties agree that the Wayne County Circuit Court shall have jurisdiction to hear any dispute related to the Contract.

Integrated Agreement

The RFP, Proposal, Addendum(s) (if any), DTC Resolution Awarding a Contract, Contract and Contract Amendment(s) (if any), shall constitute the entire agreement between the parties. No oral modifications or representations are enforceable unless reduced to written form, signed by both parties, and annexed hereto prior to performance of the modified work. Additional terms and conditions submitted by CONTRACTOR with its Proposal are disregarded unless specifically accepted in writing.

Neither party to this agreement has been induced to make or enter into the agreement by reason of any promise; agreement, representation, statement or warranty other than is contained herein or in CONTRACTOR's Proposal.

Should any part of this agreement be held unenforceable by any competent judicial body, such determination shall not affect the remainder thereof and the balance of this agreement shall remain in full force and effect.

Procurement

CONTRACTOR and its Subcontractors will not make any procurements using exclusionary or discriminatory specifications, state or local geographic preferences, and shall comply with Buy America regulations at 49 CFR 661 and shall make contract awards to other than the lowest, responsive and responsible Bidder/Proposer only when such award meets the requirements of 49 CFR 53 and C 4220.1F.
347 Contractor's Representation

CONTRACTOR represents and warrants that its Proposal was genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, and that CONTRACTOR has not, directly or indirectly, induced or solicited any other person to submit a sham Bid/Proposal, or any other person, firm or corporation to refrain from submitting a Proposal, and that CONTRACTOR has not in any manner sought by collusion to secure itself an advantage over any other contractor.

348 DTC's Understanding

DTC enters the Contract under the assumption of truth regarding all facts presented by CONTRACTOR, its Proposal and the Proposal specifications. In the event that any information contained in that CONTRACTOR's Bid/Proposal is found to be inaccurate, DTC may exercise its rights to void the Contract as discussed under the section of the Contract labeled Termination.

349 OEM Part Numbers

CONTRACTOR shall supply DTC with the OEM part numbers for all parts used in any equipment purchased under the Contract.

350 Non-Smoking Policy

DTC's entire facility, including rail cars, stations, offices, maintenance areas, stores, vehicle servicing areas, lanes, parking lots and driveways, is a non-smoking facility. Smoking is prohibited everywhere. CONTRACTOR, its employees and sub-contractors shall adhere to this policy at all times. Any contractor or its employees found violating this policy will be removed from the property for the day and DTC will withhold payment for the subject time period.

351 Suspension of Work during Alerts Issued by Homeland Security Advisory System

When the National Terrorism Advisory System or the Federal Transit Administration issues a Threat Alert, DTC shall have the right to suspend or delay completion of work under the Contract and take additional action as DTC deems necessary to secure DTC's facilities as follows:

- DTC shall have the right to delay or suspend all non-vital facilities work, as determined in its sole discretion, monitor all work areas and CONTRACTOR's personnel and equipment entering work areas.
- DTC shall have the right to suspend all non-critical maintenance and capital work, as determined in its sole discretion, and to restrict or deny access to work areas.
- DTC shall have the right to suspend all maintenance and capital work, as determined in its sole discretion, and to restrict or deny access to work areas.

DTC shall provide notice to CONTRACTOR, as soon as is practicable, of the receipt of a Threat Alert and the effect such alert will have upon the work of CONTRACTOR.
To facilitate the provision of such notice, CONTRACTOR is required to provide the Program Manager with emergency contact information in the form of cell numbers, facsimile numbers and e-mail addresses to which such notices may be forwarded, and to keep said numbers current.

Notice or attempted notice given to the most recent points of contact shall be deemed to be sufficient notice to CONTRACTOR that work shall be delayed or suspended in accordance with this paragraph. Any delay or suspension of work required under this paragraph shall not entitle CONTRACTOR to any claims for additional compensation under the Contract.

Should the National Terrorism Advisory System or the Federal Transit Administration adopt a different method of identifying threats to homeland security, or if the National Terrorism Advisory System or the Federal Transit Administration adopts rules binding upon DTC for the suspension of work which differ from those set forth herein, the Contract shall be modified by written agreement of the parties to reflect such changes.

352 Identification of CONTRACTOR Personnel

CONTRACTOR shall provide personnel who enter upon DTC’s property with distinctive identification badges showing the employer’s name, the employee’s name, the employee’s job title and any employee identification number assigned to such employee. All personnel shall display these badges prominently upon their persons while on DTC’s property. DTC will allow only properly certified personnel of CONTRACTOR on its property.

DTC shall have the right to require CONTRACTOR to conduct background checks on its employees and to remove from DTC’s property any employee DTC considers incompetent, careless, or who constitutes a security risk or safety hazard. CONTRACTOR’s personnel must have all appropriate documentation, as determined by DTC, to gain access to DTC property.

DTC will advise CONTRACTOR in writing of the necessary documentation and identification required to gain access to DTC property, based upon the Federal Department of Homeland Security threat level in effect from time to time, and subject to any additional security requirements mandated by the Federal Department of Homeland Security, the Federal Transit Administration, or any other federal or state agency.

353 Funding Agencies

The Federal Transit Administration is the federal agency through which funds may have been granted to DTC in support of this project. The Federal Transit Administration is located at:

Suite 320
200 West Adams Street
Chicago, Illinois 60606
(312) 353-2789

The Michigan Department of Transportation is the state agency through which funds may have been granted to DTC in support of this project. The Michigan Department of Transportation is located at:

State Transportation Building
425 W. Ottawa St.
P.O. Box 30050
Lansing, MI 48909
517-373-2090
Federal Agencies

This procurement is governed by the latest versions of Federal Transit Administration Circular C 4220.1F, as amended, U.S. Department of Transportation’s Uniform Administrative Requirements (49 CFR 18) and the Federal Acquisition Regulation. These are listed in descending order of application.

Work Authorization Permit

The Detroit City Code provides that any activity performed within fifty feet (50 ft.) of the Detroit People Mover is subject to the authorization of DTC, owner and operator of the Detroit People Mover. This authorization is provided in the form of a Work Authorization Permit (WAP) issued by DTC and must be completed and roved by DTC prior to commencement of the activity to be performed. It is imperative that all contractors adhere to this provision. Notwithstanding anything to the contrary, violation of the WAP shall be grounds for immediate termination of the Contract by DTC.

Safety Procedures

Contractors are responsible for establishing, implementing and maintaining their safety program to meet the goals and objectives as stated by DTC and for monitoring the programs of their subcontractors and supplier to ensure compliance with DTC expectations and rules. CONTRACTOR is responsible for ensuring that all work under contract complies with applicable Federal, State, and local safety codes and regulations, including Michigan MIOSHA and Federal OSHA standards contained and referenced in these standards and for ensuring safe work performance of employees and subcontractors. These standards also apply to offsite activities, equipment, and facilities that primarily support the contract work. Notwithstanding anything to the contrary, violation of safety procedures shall be grounds for immediate termination of this Contract by DTC.

Security

DTC may issue solicitations that contain Sensitive Security Information that is controlled under 49 CFR Parts 15 and 1520. No part of that tender may be disclosed to persons without a “need to know”, as defined in 49 CFR Parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. Government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR Parts 15 and 1520.

At the conclusion of the solicitation process (for unsuccessful respondents) or conclusion of the project, all documents relating to a safety/security sensitive project must be returned to DTC or destroyed. Proof of destruction will be required.

Safety and Security Certifiable Element

If this box [ ] is checked, DTC has identified a Safety and Security Certifiable Element associated, directly or indirectly, with the Contract and identified within the Contract documents. Whenever a Safety and Security Certifiable Element is associated with the Contract, CONTRACTOR agrees to provide written documentation, in a form acceptable to DTC, as follows:

- Identifies the codes, standards, and safety-related requirements that will meet the safety design criteria for the project work;
- Verifies the work design will meet the safety design criteria;
• Verifies the completed work actually meets the safety design criteria through inspection, testing, operation, or otherwise;
• Provides a project completion summary report of the project readiness for revenue service; and
• Provides a signed Project Safety and Security Certificate that the project work is certified for revenue service.

If this box [X] is checked, then DTC has not identified a specific Safety and Security Certifiable Element associated, directly or indirectly, with the Contract. However, CONTRACTOR agrees that if a Safety and Security Certifiable Element is subsequently identified during the project that CONTRACTOR agrees to provide all written documentation identified in the paragraph above for any work associated with the certifiable element.

359 Insurance

CONTRACTOR shall purchase and maintain the insurance coverage specified in RFP Section 58 during the entire term on the Contract. CONTRACTOR must purchase and maintain, and will cause its subcontractors to purchase and maintain, such insurance as will protect it, DTC, the City of Detroit and their employees, agents, officers, directors, successors and assigns. All policies of insurance will name DTC and the City of Detroit as additional insureds. CONTRACTOR shall require each subcontractor or consultant hired on the project to maintain adequate insurance for its job and name DTC and the City of Detroit as additional insureds. The policies must contain an agreement by the insurer that such policies will not be canceled or materially changed without at least thirty (30) days’ prior written notice to DTC. Certificates of insurance must be submitted to DTC no later than ten (5) working days after notification of recommendation of award.

360 Interest of Members or Delegates to Congress

No member, or delegates to the Congress of the United States shall be admitted to any share of this contract or to receive any benefit arising therefrom.

361 Privacy

CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, CONTRACTOR agrees to obtain the express consent of the Federal Government before CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

362 Compliance with Laws and Regulations

All materials and supplies furnished pursuant to the specifications shall be in compliance with the laws and regulations of the U.S. Department of Transportation/Federal Department of Transportation and the State of Michigan. CONTRACTOR acknowledges Federal and/or State laws and regulations may change during the life of this contract and that the changed laws and regulations will apply to this contract unless otherwise determined by Federal and/or State governments. CONTRACTOR shall, if requested by DTC, supply certification and evidence of such compliance. The contract shall be construed pursuant to the laws of the State of Michigan.

363 Federal Transit Administration Contract Clauses
The Federal Transit Administration Contract Clauses set forth in Section 400 are material terms of this Contract. In the event of a conflict between the terms or conditions in Section 300 and the terms and conditions in Section 400, the terms and conditions in Section 400 shall be controlling.
SECTION 400

FEDERAL TRANSIT ADMINISTRATION CONTRACT CLAUSES
INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. DOT, as set forth in the Federal Transit Administration (FTA) Circular 4220.1F, 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

{} hereafter referenced as “CONTRACTOR” shall not perform any act, fail to perform any act, or refuse to comply with any {}, hereafter referenced as “AGENCY,” requests which would cause AGENCY to be in violation of the FTA terms and conditions.

LOYBING (For projects over $50,000)


- contractors who apply or bid for an award of $50,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the CONTRACTOR.

INDEX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $50,000)

The undersigned [CONTRACTOR] 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 making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 5 of the Lobbying Disclosure Act of 1995 (P.L. 54-65, to be codified at 2 U.S.C. 1601, et seq.).]

(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 subcontractors 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any
Person who fails to file the required certification shall be subject to a civil penalty of not less than $5,000 and not more than $50,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $5,000 and not more than $50,000 for each such expenditure or failure.]

The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of CONTRACTOR'S Authorized Official

Name and Title of CONTRACTOR’s Authorized Official

Date

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(1) The AGENCY 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 the AGENCY, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

FALSE OR FRAUDULENT STATEMENTS OR CLAIMS

The CONTRACTOR acknowledges and agrees that:

(1) Civil Fraud. 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 the CONTRACTOR’s activities in connection with the Project. By executing the Grant Agreement or Cooperative Agreement for the Project, the CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the CONTRACTOR also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose on the CONTRACTOR the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.

(2) Criminal Fraud. If the CONTRACTOR makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the CONTRACTOR the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 501, or other applicable Federal law to the extent the Federal Government deems appropriate.

ACCESS TO THIRD PARTY CONTRACT RECORDS

The AGENCY agrees to require, and assures that its CONTRACTOR require, their third party contractors and third party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records as required by 49 U.S.C. § 5325(g). The CONTRACTOR further agrees to require, and assures that its
Subcontractors require, their third party contractors and third party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

**CHANGES TO FEDERAL REQUIREMENTS**
The 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 between AGENCY and FTA, as they may be amended or promulgated from time to time during the term of this contract. The CONTRACTOR’s failure to so comply shall constitute a material breach of this contract in compliance with 49 CFR Part 18.

**TERMINATION (For projects over $5,000)**

a. **Termination for Convenience (General Provision)** The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the CONTRACTOR when it is in the Government’s best interest in compliance with 49 U.S.C. Part 18/FTA Circular 4220.1F. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to AGENCY to be paid. If the CONTRACTOR has any property in its possession belonging to the AGENCY, the CONTRACTOR will account for the same, and dispose of it in the manner the AGENCY directs.

b. **Termination for Default [Breach or Cause] (General Provision)** If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the AGENCY may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the AGENCY that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the AGENCY, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

c. **Opportunity to Cure (General Provision)** The AGENCY in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (5) 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 AGENCY’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (5) days after receipt by CONTRACTOR of written notice from AGENCY setting forth the nature of said breach or default, AGENCY shall have the right to terminate the Contract without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude AGENCY from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

d. **Waiver of Remedies for any Breach** In the event that AGENCY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by AGENCY shall not limit AGENCY’s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. **Termination for Convenience (Professional or Transit Service Contracts)** The AGENCY, by written notice, may terminate this contract, in whole or in part, when it is in the Government’s interest. If this contract is terminated, the AGENCY shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. **Termination for Default (Supplies and Service)** If the CONTRACTOR fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the CONTRACTOR fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature of the default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR was not in default, the rights and
Obligations of the parties shall be the same as if the termination had been issued for the convenience of the CONTRACTOR.

**g. Termination for Default (Transportation Services)** If the CONTRACTOR fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the CONTRACTOR fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature of default. The CONTRACTOR will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the CONTRACTOR has possession of AGENCY goods, the CONTRACTOR shall, upon direction of the AGENCY, protect and preserve the goods until surrendered to the AGENCY or its agent. The CONTRACTOR and AGENCY shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

**h. Termination for Default (Construction)** If the CONTRACTOR refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the CONTRACTOR fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature of the default. In this event, the AGENCY may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The CONTRACTOR and its sureties shall be liable for any damage to the AGENCY resulting from the CONTRACTOR's refusal or failure to complete the work within specified time, whether or not the CONTRACTOR's right to proceed with the work is terminated. This liability includes any increased costs incurred by the AGENCY in completing the work. The CONTRACTOR's right to proceed shall not be terminated, nor the CONTRACTOR charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR. Examples of such causes include: acts of God, acts of the AGENCY, acts of another CONTRACTOR in the performance of a contract with the CONTRACTOR, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The CONTRACTOR, within [5] days from the beginning of any delay, notifies the AGENCY in writing of the causes of delay. If in the judgment of the AGENCY, the delay is excusable, the time for completing the work shall be extended. The judgment of the AGENCY shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

**i. Termination for Convenience or Default (Architect and Engineering)** The AGENCY may terminate this contract in whole or in part, for the CONTRACTOR's convenience or because of the failure of the CONTRACTOR to fulfill the contract obligations. The AGENCY shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the CONTRACTOR shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the CONTRACTOR, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the CONTRACTOR to fulfill the contract obligations, the AGENCY may complete the work by contract or otherwise and the CONTRACTOR shall be liable for any additional cost incurred by the AGENCY.

If, after termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the CONTRACTOR.
j. Termination for Convenience of Default (Cost-Type Contracts) The AGENCY may terminate this contract, or any portion of it, by serving a notice or termination on the CONTRACTOR. The notice shall state whether the termination is for convenience of the AGENCY or for the default of the CONTRACTOR. If the termination is for default, the notice shall state the manner in which the CONTRACTOR has failed to perform the requirements of the contract. The CONTRACTOR shall account for any property in its possession paid for from funds received from the AGENCY, or property supplied to the CONTRACTOR by the AGENCY. If the termination is for default, the AGENCY may fix the fee, if the contract provides for a fee, to be paid the CONTRACTOR in proportion to the value, if any, of work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the AGENCY and the parties shall negotiate the termination settlement to be paid the CONTRACTOR. If the termination is for the convenience of the AGENCY, the CONTRACTOR shall pay its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the AGENCY determines that the CONTRACTOR has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the CONTRACTOR, the AGENCY, after setting up a new work schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

CIVIL RIGHTS (For projects over $5,000)
The CONTRACTOR agrees to comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

a. Nondiscrimination in Federal Public Transportation Programs. The CONTRACTOR agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. Nondiscrimination – Title VI of the Civil Rights Act. The CONTRACTOR agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., and with U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. Part 21. Except to the extent FTA determines otherwise in writing, the CONTRACTOR agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” and any other applicable Federal directives that may be issued.

c. Equal Employment Opportunity. The CONTRACTOR agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., and implementing Federal regulations and any later amendments thereto. Except to the extent FTA determines otherwise in writing, the CONTRACTOR also agrees to follow all applicable Federal EEO directives that may be issued. Accordingly:

(1) General. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The 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, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

and with other applicable EEO laws and regulations, and also agrees to follow applicable Federal directives, except as the Federal Government determines otherwise in writing.


e. Nondiscrimination on the Basis of Age. The CONTRACTOR agrees to comply with all applicable requirements of:


f. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the CONTRACTOR agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 151 et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 et seq., and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.


i. Other Nondiscrimination Laws. The CONTRACTOR agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable Federal directives prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.

DISADVANTAGED BUSINESS ENTERPRISE
To the extent authorized by Federal law, the CONTRACTOR agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and assures that each subcontractor, lessee, third party contractor, or other participant at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable as follows:


(2) The CONTRACTOR agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any sub agreement, lease, third party contract, or other arrangement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and shall comply with the requirements of 49 C.F.R. Part 26.

The CONTRACTOR agrees to take all necessary and reasonable steps as set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all sub agreements, leases, third party contracts, and other arrangements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26, the CONTRACTOR’s DBE program roved by U.S. DOT, if any, is incorporated by reference an
Made part of the Grant Agreement or Cooperative agreement for the Project. The CONTRACTOR agrees that it has a legal obligation to implement its roved DBE program, and that its failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and this Master Agreement. Upon notification by U.S. DOT to the CONTRACTOR of the CONTRACTOR’s failure to implement its roved DBE program, U.S. DOT may impose the sanctions as set forth in 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter to the appropriate Federal authorities for enforcement under 18 U.S.C. § 501, or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq., or both.

DEBARMENT AND SUSPENSION (For projects over $25,000)
The CONTRACTOR agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 651 note, and U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. Part 90. The CONTRACTOR agrees to, and assures that its subcontractors, lessees, third party contractors, and other participants at any tier of the Project will, review the “Excluded Parties Listing System” at https://www.sam.gov/portal/public/SAM/ before entering into any sub agreement, lease, third party contract, or other arrangement in connection with the Project.

BREACHES AND DISPUTE RESOLUTION (For project over $50,000)
In compliance with 49 CFR Part 18/FTA Circular 4220.1F:

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of AGENCY. This decision shall be final and conclusive unless within ten (5) days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the AGENCY. In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the AGENCY shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

Performance During Dispute - Unless otherwise directed by AGENCY, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, 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 of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the AGENCY is located.

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 the AGENCY or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, 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.

CLEAN AIR (For project over $50,000)
(1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq/40 CFR 15.61/49 CFR Part 18. The CONTRACTOR agrees to report each violation to the AGENCY and understands and agrees that the AGENCY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
(2) The CONTRACTOR also agrees to include these requirements in each subcontract exceeding $50,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS (For project over $50,000)

(1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONTRACTOR agrees to report each violation to the AGENCY and understands and agrees that the AGENCY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The CONTRACTOR also agrees to include these requirements in each subcontract exceeding $50,000 financed in whole or in part with Federal assistance provided by FTA.

FLY AMERICA (FOR FOREIGN AIR TRANSPORT OR TRAVEL)

The CONTRACTOR understands and agrees that the Federal Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent such service is available, in compliance with section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. GSA regulations, “Use of United States Flag Air Carriers,” 41 C.F.R. §§ 301-5.131 through 301-5.143.

SEISMIC SAFETY (A&E FOR NEW BUILDINGS AND ADDITIONS)


PATENT RIGHTS (RESEARCH AND DEVELOPMENT)

a. General. If any invention, improvement, or discovery of the CONTRACTOR or of any subcontractor, lessee, third party contractor, or other participant at any tier of the Project is conceived or first actually reduced to practice in the course of or under the Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the CONTRACTOR agrees to notify FTA immediately and provide a detailed report in a format satisfactory to FTA.

b. Federal Rights. The CONTRACTOR agrees that its rights and responsibilities, and those of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Absent a determination in writing to the contrary by the Federal Government, the CONTRACTOR agrees to transmit to FTA those rights due the Federal Government in any invention, improvement, or discovery resulting from that sub agreement, third party contract, third party subcontract, or arrangement, as specified in 35 U.S.C. §§ 200 et seq., and U.S. Department of Commerce regulations, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” 37 C.F.R. Part 401, irrespective of the status of the CONTRACTOR, subcontractor, lessee, third party contractor or other participant in the Project (i.e., a large business, small business, State government, State instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual).

c. License Fees and Royalties. FTA considers income earned from license fees and royalties for patents, patent applications, and inventions produced under the Project to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 C.F.R. Parts 18 and 19, the CONTRACTOR has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 U.S.C. §§ 200 et seq., which lies to patent rights developed under a research project.
RIGHTS IN DATA AND COPYRIGHTS [RESEARCH AND DEVELOPMENT]

a. Definition. The term “subject data,” as used in this Section 18 of this Master Agreement means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Grant Agreement or Cooperative Agreement for the Project. Examples include, but are not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information. “Subject data,” as used in this Section 18, does not include financial reports, cost analyses, or other similar information used for Project administration.

b. General. The following restrictions apply to all subject data first produced in the performance of the Grant Agreement or Cooperative Agreement for the Project:

(1) Except for its own internal use, the CONTRACTOR may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the CONTRACTOR authorize others to do so, without the prior written consent of the Federal Government, unless the Federal Government has previously released or roved the release of such data to the public.

(2) The restrictions on application of Subsection 18.b (1) of this Master Agreement, however, do not apply to a Grant Agreement or Cooperative Agreement with an institution of higher learning.

c. Federal Rights in Data and Copyrights. The CONTRACTOR agrees to provide to the Federal Government a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the subject data described in this Subsection 18.c of this Master Agreement. As used herein, “for Federal Government purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not provide or otherwise extend to other parties the Federal Government’s license to:

(1) Any subject data developed under the Grant Agreement or Cooperative Agreement for the Project, or under a sub agreement, lease, third party contract or other arrangement at any tier of the Project, supported with Federal assistance derived from the Grant Agreement or Cooperative Agreement for the Project, whether or not a copyright has been obtained; and

(2) Any rights of copyright to which a CONTRACTOR, subcontractor, lessee, third party contractor, or other participant at any tier of the Project purchases ownership using Federal assistance.

d. Special Federal Rights in Data for Research, Development, Demonstration, and Special Studies Projects. In general, FTA’s purpose in providing Federal assistance for a research, development, demonstration, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to Project participants. Therefore, when the Project is completed, the CONTRACTOR agrees to provide a Project report that FTA may publish or make available for publication on the Internet. In addition, the CONTRACTOR agrees to provide other reports pertaining to the Project that FTA may request. The CONTRACTOR agrees to identify clearly any specific confidential, privileged, or proprietary information it submits to FTA. In addition, except to the extent that FTA determines otherwise in writing, the CONTRACTOR of Federal assistance to support a research, development, demonstration, or a special studies Project agrees that, in addition to the rights in data and copyrights that it must provide to the Federal Government as set forth in Subsection 18.c of this Master Agreement, FTA may make available to any FTA CONTRACTOR, subcontractor, third party contractor, third party subcontractor or other participant at any tier of the Project, either FTA’s license in the copyright to the subject data or a copy of the subject data. If the Project is not completed for any reason whatsoever, all data developed under the Project shall become subject data as defined in Subsection 18.a of this Master Agreement and shall be delivered as the Federal Government may direct. This Subsection 18.d, however, does not apply to adaptations of automatic data processing equipment or programs for the CONTRACTOR’s use when the costs thereof are financed with Federal assistance through an FTA capital program.

e. License Fees and Royalties. FTA considers income earned from license fees and royalties for copyrighted material, or trademarks produced under the Project to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 C.F.R. Parts 18 and 19, the CONTRACTOR has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 U.S.C. §§ 200 et seq., which lies to patent rights developed under a research project.

f. Hold Harmless. Except as prohibited or otherwise limited by State law or except to the extent that FTA determines otherwise in writing, upon request by the Federal Government, the CONTRACTOR agrees to indemnify, save, and hold harmless the Federal Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any
Willful or intentional violation by the CONTRACTOR of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The CONTRACTOR shall not be required to indemnify the Federal Government for any such liability caused by the wrongful acts of Federal employees or agents.

q. Restrictions on Access to Patent Rights. Nothing in Section 18 of this Master Agreement pertaining to rights in data shall either imply a license to the Federal Government under any patent or be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

h. Data Developed Without Federal Funding or Support. In connection with the Project, the CONTRACTOR may find it necessary to provide data to FTA developed without any Federal funding or support by the Federal Government. The requirements of Subsections 18.b, 18.c, and 18.d of this Master Agreement do not apply to data developed without Federal funding or support by the Federal Government, even though that data may have been used in connection with the Project. Nevertheless, the CONTRACTOR understands and agrees that the Federal Government will not be able to protect data from unauthorized disclosure unless that data is clearly marked “Proprietary” or “Confidential.”

i. Requirements to Release Data. To the extent required by U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,” at 49 C.F.R. § 19.36(d), or other applicable Federal laws or Federal regulations, the CONTRACTOR understands and agrees that the data and information it submits to the Federal Government may be required to be released in accordance with the Freedom of Information Act (or another Federal law or Federal regulation providing access to such records).

**ENERGY CONSERVATION**

The CONTRACTOR agrees to comply with applicable mandatory energy efficiency standards and policies of applicable State energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 et seq., except to the extent that the Federal Government determines otherwise in writing. To the extent applicable, the CONTRACTOR agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, “Requirements for Energy Assessments,” 49 C.F.R. Part 622, Subpart C.

**NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS (For all ITS projects)**


**ACCESS FOR INDIVIDUALS WITH DISABILITIES (A&E)**

The CONTRACTOR agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The CONTRACTOR also agrees to comply with all applicable provisions of section 04 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12151 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the CONTRACTOR agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA roves otherwise in writing. Among those regulations and directives are:
(1) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37;
(2) 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;
(9) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. Part 1194;
(10) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and
(11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

STATE, TERRITORIAL, AND LOCAL LAW
Should a Federal law pre-empt a State, territorial, or local law, regulation, or ordinance, the CONTRACTOR must comply with the Federal law and implementing regulations. Nevertheless, no provision of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement requires the CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of State, territorial, or local law, regulation, or ordinance. Thus if compliance with any provision of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement violates or would require the CONTRACTOR to violate any State, territorial, or local law, regulation, or ordinance, the CONTRACTOR agrees to notify FTA immediately in writing. Should this occur, FTA and the CONTRACTOR agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project expeditiously.
SECTION 500

CONTRACTOR CERTIFICATIONS
CONTRACTOR CERTIFICATIONS

The following certifications and forms are a material part of DTC’s Invitation for Request for Proposals (RFP). The following proposer certifications and forms must be submitted with the Bid/Proposal. Failure to include fully executed originals of these certifications and forms, which include all the required information, may result in the rejection of the Bid/Proposal as unqualified and/or unresponsive to the RFP.

- Cost Proposal
- Hold Harmless Agreement
- Representations and Certifications
- Exceptions to Terms and Conditions
- Addendum Certification
- Compliance with Federal Affirmative Action Requirement
- Disadvantaged Business Enterprise Certification
- Non-Conflict of Interest Certification
- Name, Legal Status, and Authorizing Signature
- Certification of Procurement Integrity
- Free Competition Bidding Affidavit
- Bid/Proposal Guaranty & Security
- Buy America Certification
- Debarment Certification
- Lobbying Certification
- Clean Air and Water Certification
To: Detroit Transportation Corporation
Buhl Building
535 Griswold Street
Suite 400
Detroit, Michigan 48226

PROJECT: RFP 09-07-2017

PROJECT NAME: Detroit People Mover Solicitation for a Customer Satisfaction Survey

The Offeror hereby offers to furnish to DTC all goods and/or services at the prices as proposed below, pursuant to all requirements, terms, and conditions as stated in the RFP and response.

Alternative pricing schemes may be proposed provided that they are in addition to a base proposal.

Provide firm-fixed price proposal for the following:

<table>
<thead>
<tr>
<th>Proposal</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Detroit People Mover Customer Satisfaction Survey.</td>
<td></td>
</tr>
</tbody>
</table>

Contractor must provide breakdown of their pricing for proposal and any alternative pricing in their submittal.

NAME OF OFFEROR: ________________________________
Hold Harmless Agreement

The Vendor shall indemnify, defend and hold harmless Detroit Transportation Corporation (DTC), DTC’s representatives, officers, directors, shareholders, partners, employees, and agents, (collectively, ‘DTC’s Indemnified Parties’) from and against any and all claims, actions, losses, damages, liabilities, costs and expenses (including without limitation, reasonable attorneys’ fees and disbursements) resulting from damage to property (other than to the Work) or injury to, or death of, persons in or about the Project caused by, arising out of or in connection with the construction, services, labor, materials and equipment which, on or after the date hereof, have been performed, provided or supplied to the Project, by the Vendor, its consultants, subcontractors, laborers, suppliers or materialmen, at any tier, and their respective agents and employees, whether incorporated or not incorporated in the Project and whether or not completed or partially completed (collectively, the ‘Vendor’s Work’), except to the extent wholly or partially caused by the negligence or wrongful acts of any of DTC’s Indemnified Parties.

The Vendor shall defend or cause to be defended, at no expense to any of DTC’s Indemnified Parties, any claim, action or proceeding brought against any of DTC’s Indemnified Parties or any of DTC’s Indemnified Parties and the Vendor, jointly and severally, arising out of the foregoing; and the Vendor shall hold DTC’s Indemnified Parties harmless from any judgment, loss, damage or settlement on account thereof. DTC’s Indemnified Parties shall promptly notify the Vendor of any claim which may be asserted for which indemnity might be sought. The Vendor shall have the right to defend any such claim at its sole cost and expense. The indemnity contained therein shall survive the expiration or sooner termination of this Agreement. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this section.

In claims against any person or entity indemnified by an employee of the Vendor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Vendor or a Subcontractor under workers’ compensation acts, disability benefit acts or other employee benefit acts.

__________________________________________  __________________________
Signature                                          Date
__________________________________________
Name Printed                                      Title
__________________________________________  __________________________
Company                                          Number
__________________________________________
Address
__________________________________________
City, State, Zip
Representations and Certifications

Proposers firm is as: (check or complete applicable boxes)

[ ] an individual  
[ ] a partnership  
[ ] a non-profit organization  
[ ] a corporation, incorporated under the laws of the State of _________________  
[ ] a limited liability corporation (LLC)  
[ ] other, __________________________

CERTIFICATIONS

Covenants against Gratuities:

Neither Proposer nor any of its employees, representatives or agents have offered or given gratuities or will offer or give gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of DTC with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to Proposer selection or the performance of the Contract.

The undersigned Proposer certifies that the foregoing is true.

_________________________  ____________________________
Date  Proposer

_____________________________________
Authorized Representative
Exceptions to Terms and Conditions

This is a Request for Proposals. Bidders/Proposers who wish to take exception to or modify anything in Section 300 should provide the description and reason for any such changes. These Terms and Conditions are fairly universal in the transit industry and DTC discourages exceptions and modifications. Additionally, certain exceptions or modifications may result in the rejection of a Bid/Proposal or may be considered in the selection of a competing Bid/Proposal. Use this and other pages to describe your request. Be sure to cite Section-Page-Paragraph-Line numbers.
Addendum Certification

Failure to acknowledge receipt of all addenda may cause your Bid/Proposal to be considered nonresponsive to the IFB/RFP. Acknowledged receipt of each addendum must be clearly established and included with your Bid/Proposal.

ADDENDUM

Bidder/Proposer acknowledges having received and carefully reviewed the following addendum to the IFB/RFP:

Addendum No.__________ Dated:________________________

Addendum No.__________ Dated:________________________

Addendum No.__________ Dated:________________________

Addendum No.__________ Dated:________________________

Addendum No.__________ Dated:________________________

If no addendum or addenda to the Invitation have been received, so indicate by placing an "X" in the following space: _____.

Company Name:____________________________

Signature:________________________________

Print Name:______________________________

Title:____________________________________

Date:____________________________________
Compliance with Federal Affirmative Action Requirements Certification
*applicability – Code of Federal Regulations, Part 60

False or Fictitious representation of compliance will result in federal sanctions and/or sanctions by DTC. Bidder/Proposer and its first tier subcontractors must meet the requirements provided herein provided it:

- has 50 or more employees; and
- has a contract of $50,000 or more; or
- has contracts which total $50,000 or more in any 12 month period; or
- is a financial institution which serves as a depository for Government funds in any amount, acts as an issuing or redeeming agent for U.S. savings bonds and notes in any amount, or subscribes to federal deposit or share insurance.

Requirements (Check Yes, No, or Not applicable)*

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Yes</th>
<th>No</th>
<th>*Not applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Standard Form 50 (EEO-1) is filed annually on or before the 31st day of March with the Joint Report Committee, the U.S. Office of Federal Contract Compliance; or the U.S. Equal Employment Opportunity Commission</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Affirmative Action programs pursuant to 41 Code of Federal Registration Part 60-2** have been established and are on file at each establishment.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. The Bidder/Proposer has participated in previous contracts or subcontracts subject to the general obligations of Executive Order 11246, for government contractors and subcontractors contained in 41 Code of Federal Regulations, Part 60.**</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

DTC RFP 09-07-2017
Page 54 of 79
Certification of Compliance with Federal Affirmative Action Requirements

(First Tier Sub-Contractor)

Company Name: ________________________________
Signature: ________________________________
Print Name: ________________________________
Title: ________________________________
Date: ________________________________


Furthermore, the potential Bidder/Proposer certifies that it will provide immediate written notice to the Procuring Agency if, at any time during the course of the proposed contract, it learns that this certification was erroneous when submitted or has been erroneous by reason of changed circumstances.


Company Name: ________________________________
Signature: ________________________________
Print Name: ________________________________
Title: ________________________________
Date: ________________________________
Disadvantaged Business Enterprises Certification

Bidder/Proposer certifies the following:

1. The contract to be awarded under this IFB/RFP is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. DTC’s FY 2015-2017 overall goal for DBE participation is 5.56%. Use of DBE firms for support functions (e.g. delivery, installation, and training) is one way to achieve this goal.

2. It is the policy of DTC to offer the maximum feasible participation of Disadvantaged Business Enterprises in contracting opportunities with DTC. In compliance with 49 CFR Part 26 “Participation by Minority Business Enterprise in Department of Transportation Programs”, DTC establishes annual percentage goals based on budgeted contracting activities for DBEs. In order to account for eligible DBE participation and establish a directory to identify and promote the utilization of such business it is required that certain pertinent information and an affidavit attesting to the eligibility of the business as defined by the Federal Regulations (49 CFR Part 26) be provided to DTC.

3. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of any DOT-assisted contract. Failure by contractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as DTC deems appropriate. Each subcontract contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

4. Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

5. Contractor is required to pay its subcontractors performing work related to the contract for satisfactory performance of that work no later than 30 days after contractor’s receipt of payment for that work from DTC. In addition, contractor may not hold retainage from its subcontractors.

6. Contractor must promptly notify DTC, whenever a DBE subcontractor performing work related to the contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of DTC.

Company Name: ________________________________

Signature: ______________________________________

Print Name: ________________________________

Title: _____________________________________

Date: ______________________________________
Bidder/Proposer must complete and certify to the following:

- **Part A** if the bidder/proposer itself is a DBE firm
- **Part B** if the bidder/proposer meets the goal for DBE participation
- **Part C and D** if the bidder/proposer does NOT meet the goal for DBE participation

Remember to execute Part E of this section.

Good Faith Efforts must be made to include DBE firms in this contract. Such efforts are integral to your being considered responsive to this tender. Documentation of your Good Faith Efforts must be included in Part D. Guidance on what constitutes Good Faith Efforts is included in this section of the tender package. Insufficient or inadequate efforts or a blank Part D are grounds to declare your tender unresponsive and not considered.

**Part A**

The firm submitting this bid/Proposal certifies that it is a [ ] DBE firm. It was certified by the Michigan UCP by ____________________________.

**Part B**

The firm submitting this bid/Proposal certifies that one or more DBE firms will participate in this contract and are identified as follows:

<table>
<thead>
<tr>
<th>% of Bid Committed to this Firm</th>
<th>It is a [ ] DBE</th>
</tr>
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<tbody>
<tr>
<td>Firm Name</td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
</tr>
<tr>
<td>Address 1</td>
<td></td>
</tr>
<tr>
<td>Address 2</td>
<td></td>
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<tr>
<td>City, State</td>
<td>Zip</td>
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<td>Tele</td>
<td>Fax</td>
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<tr>
<td>Email</td>
<td></td>
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<tr>
<td>Certified by</td>
<td>Date</td>
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<td>Contact Name</td>
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<tr>
<td>Address 1</td>
<td></td>
</tr>
<tr>
<td>Address 2</td>
<td></td>
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<td>City, State</td>
<td>Zip</td>
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<td>Tele</td>
<td>Fax</td>
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<tr>
<td>Email</td>
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<tr>
<td>Certified by</td>
<td>Date</td>
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</table>
% of Bid Committed to this Firm | It is a [ ] DBE

<table>
<thead>
<tr>
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<th></th>
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<tbody>
<tr>
<td>Contact Name</td>
<td></td>
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<tr>
<td>Address 1</td>
<td></td>
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<tr>
<td>Address 2</td>
<td></td>
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<tr>
<td>City, State</td>
<td>Zip</td>
</tr>
<tr>
<td>Tele</td>
<td>Fax</td>
</tr>
<tr>
<td>Email</td>
<td></td>
</tr>
<tr>
<td>Certified by</td>
<td>Date</td>
</tr>
</tbody>
</table>

Complete the following table to show total participation by DBE firms:

<table>
<thead>
<tr>
<th></th>
<th>DBE</th>
<th>MBE</th>
<th>WBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ to be paid to firm(s)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>% of total bid</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Participation by DBE</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Did you meet the goal for participation by DBE firms in this tender? [ ] Yes [ ] No
If No, complete Parts C and D below.

Part C

The firm certifies the following DBE firms were not selected or declined to participate for the reason(s) shown. Attach additional pages if needed.

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>DBE</th>
<th>Reasons not selected or declined to participate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City State Zip</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fax</td>
<td></td>
<td></td>
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<tr>
<td>Email</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>DBE</th>
<th>Reasons not selected or declined to participate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
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<tr>
<td>Address</td>
<td></td>
<td></td>
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<tr>
<td>City State Zip</td>
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<td>Fax</td>
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<td></td>
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<tr>
<td>Email</td>
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<td></td>
</tr>
<tr>
<td>Firm Name</td>
<td>Contact Name</td>
<td>Address</td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>
Part D

Firm certifies it cannot meet the participation goals for this contract and specifies the following good faith efforts on the attached, separate pages.

1. List the dates of advertisements placed in general circulation, trade association and minority-focus media concerning the subcontracting opportunities.

2. Attach copies of correspondence soliciting bids from DBE firms.

3. Attach logs, letters, notes, etc. to document your follow-up activity to your initial inquiry to determine with certainty whether the DBE firms were interested.

4. Discuss how you selected portions of the work to be performed by DBE firms in order to increase likelihood of meeting the participation goals.

5. Discuss how you provided adequate information to DBE firms about this contracting opportunity.

6. Explain your good faith negotiations with interested DBE firms and your sound reasons for rejecting them.

7. Discuss your efforts to assist DBE firms in obtaining bonding, lines of credit or insurance required by this tender.

8. Discuss your efforts to assist DBE firms in obtaining equipment, supplies, materials or related assistance.

9. Describe the minority community organizations, minority contractor’s groups, local, state and federal minority business assistance offices or listings and other organizations that provide assistance in identifying and subcontracting with DBE firms.

10. Describe other efforts not covered by 1 through 8 above to indicate your affirmative action to obtain DBE participation on this tender.

Part E

THE BIDDER/PROPOSER CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY.

Company Name: __________________________________________

Signature: ________________________________________________

Print Name: ______________________________________________

Title: ____________________________________________________

Date: ____________________________________________________
I. When a contract DBE goal is established on a USDOT-assisted contract, a bidder/proposer must, in order to be responsive, make good faith efforts to meet the goal. The bidder/proposer can meet this requirement in either of two ways as follows:

1. The bidder/proposer can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose.

2. Even if it doesn’t meet the goal, the bidder/proposer can document adequate good faith efforts. This means that the bidder/proposer must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. The quality, quantity, and intensity of the different kinds of efforts that the bidder/proposer has made to obtain DBE participates are key to a finding the bidder/proposer made good faith efforts. The efforts employed by the bidder/proposer should be those that one could reasonably expect a bidder/proposer to take if the bidder/proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements.

III. The following is a list of types of actions that demonstrate a bidder’s/proposer’s good faith efforts to obtain DBE participation. This is not a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
D. Negotiating in good faith with interested DBEs.

(1) It is the bidder’s/proposer’s responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and tele numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A bidder/proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm’s price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder’s/proposer’s failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder/proposer of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. Contractor’s standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in contractor’s efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors’ groups; local, state, and Federal minority/ women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

I. Determining whether a bidder/proposer has made good faith efforts can take into account the performance of other bidders/proposers in meeting the contract goal. For example, when the apparent successful bidder/proposer fails to meet the contract goal, but others meet it, the question must be asked whether, with additional reasonable efforts, the apparent successful bidder/proposer could have met the goal. If the apparent successful bidder/proposer fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders/proposers, this will be viewed in conjunction with other factors, as evidence of the apparent successful bidder/proposer having made good faith efforts.
Non-Conflict of Interest Certification

The Bidder/Proposer certifies, to the best of his or her knowledge and belief, that:

1. Bidder/Proposer has no personal or financial interest and shall not acquire any personal or financial interest, direct or indirect, that would conflict in any manner or degree with the performance of the work under the proposed contract. Bidder/Proposer further certifies that in the performance of the proposed contract, no person having any such interest shall be employed by it.

2. No officer, agent, or employee of DTC, and no other public official who exercises any functions or responsibilities in the review or approval of this Bid/Proposal, or in the review or approval of the performance of any resulting contract, has any personal or financial interest, direct or indirect, in the proposed contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.

3. Bidder/Proposer has not employed and will not employ any person to solicit or secure the proposed contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for Bidder/Proposer, either directly or indirectly, and acknowledges that if this certification is breached, DTC may, at its option, terminate any proposed or resulting contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to Bidder/Proposer under such contract any portion of any such commission, percentage, brokerage, or contingent fee.

4. Bidder/Proposer is/are the only person(s) with me in the profits of the herein contained contract; that the contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said work; that the said contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.

Company Name: ________________________________

Signature: ________________________________

Print Name: ________________________________

Title: ________________________________

Date: ________________________________
Name, Legal Status, and Authorizing Signature

BIDDING/PROPOSING UNDER THE NAME OF:

______________________________________________

(Print Full Legal Name)

(Purchase Order/Contract will be issued and payment will be made only to this name.)

MAILING ADDRESS:

______________________________________________

______________________________________________ ZIP CODE (___)

PAYMENT ADDRESS (If different from above):

______________________________________________

______________________________________________ ZIP CODE (___)

BUSINESS ADDRESS (Check One: [ ] OWN [ ] RENT [ ] LEASE):

______________________________________________

______________________________________________ ZIP CODE (___)

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _______________________

(CHECK ONE)

[ ] CORPORATION, incorporated under the laws of the State of______________.

If other than Michigan Corporation, Licensed to do business in Michigan:

[ ] YES [ ] NO

[ ] PARTNERSHIP, consisting of (List Partners):

______________________________________________

______________________________________________

______________________________________________

[ ] ASSUMED NAME (Register No.:______________________________)

[ ] INDIVIDUAL
IF NOT SIGNED BY AN OFFICER OF CORPORATION, THE PERSON IN SIGNING MUST HAVE AUTHORITY TO COMMIT THE CORPORATION TO THIS BID/PROPOSAL

__________________________  ______________________
AUTHORIZED SIGNATURE        DATE

__________________________  ______________________
PRINTED NAME                TITLE

UNSIGNED BIDS/PROPOSALS CANNOT BE CONSIDERED
Certificate of Procurement Integrity

This certification concerns a matter within the jurisdiction of an agency or grant recipient of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 USC 501.

I, ____________________________, am the officer or employee responsible for the preparation of this offer or bid and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of Subsection 27(a), (b), (c), or (e), of the Office of Federal Procurement Policy Act (41 USC 423, effective July 16, 1989) (hereinafter referred to as "the Act"), as implemented in the Federal Acquisition Regulation (FAR), occurring during the conduct of this procurement.

As required by Subsection 27(d)(12)(B) of the Act, I further certify that each officer, employee, agent, representative, and consultant of ____________________________ (name of bidder or proposer) who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and comply with, the requirements of Subsection 17(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning any violation or possible violation of the Act, as implemented in the FAR, pertaining to this procurement.

List violations or possible violations below. ENTER "NONE" IF NONE EXIST. Continue on plain paper if necessary, and label the plain paper "Certificate of Procurement Integrity (continuation Sheet)".

__________________________________________
__________________________________________
__________________________________________
__________________________________________

Bidder/Proposer Executes Here

Signature: _________________________________

Date: _________________________________

DTC RFP 09-07-2017
Page 68 of 79
Free Competition Bidding Affidavit
(Section 112 (c) of Title 23, USC)

Project Name: __________________________

State of: __________________________, County of: __________________________

I, __________________________, an authorized representative, being duly sworn,

(Name and Title)

deposes, says, and certifies that: __________________________ has

(Bidder/Proposer)

not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition bidding in connection with this solicitation or any resulting contract.

__________________________

(Signature)

Taken, subscribed, and sworn to before me this _____ day of ________________, 20

Notary Seal

__________________________

(Signature of Notary Public)

My Commission Expires: __________________________
Bid/Proposal Guaranty & Security
(If required by Sections 56 or 58 and 209)

Bid/Proposal Guaranty

It is understood and agreed that if the undersigned Bidder/Proposer should withdraw any part or all of its Bid/Proposal within one hundred twenty (120) days after the bid/Proposal opening without the written consent of DTC, shall refuse or be unable to enter into the proposed contract, or refuse or be unable to furnish adequate and acceptable performance bonds and labor and material payments bonds, or refuse or be unable to furnish adequate and acceptable insurance, it shall forfeit its Bid/Proposal Security to the extent of DTC’s damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefore.

Bid/Proposal Security

Bid/Proposal Security shall be submitted with the Bid/Proposal in an amount equivalent to five (5%) percent of the total Bid/Proposal price. The Bid/Proposal Security shall consist of a firm commitment, such as a Bid Bond, Certified Check, Cashier’s Check, Treasurer’s Check, Letter of Credit and/or Official Bank Check. Bid Bonds must be issued by a fully qualified surety company acceptable to DTC and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

Rights Reserved

In submitting this Bid/Proposal, it is understood and agreed by Bidder/Proposer that the right is reserved by DTC to reject any and all bids/Proposals, or part of any bid/Proposal and it is agreed that the Bid/Proposal may not be withdrawn for a period of one hundred twenty (120) days subsequent to the opening of bids/Proposals, without the written consent of DTC.

It is further understood and agreed that to the extent the defaulting Bidder/Proposer’s Bid Bond, Certified Check, Cashier’s Check, Treasurer’s Check, Letter of Credit and/or Official Bank Check (excluding any income generated thereby which has been retained by DTC as provided in the Instructions to Bidder/Proposer) shall prove inadequate to fully recompense DTC for the damages occasioned by default, then the undersigned Bidder/Proposer agrees to indemnify DTC and pay over to DTC the difference between the bid/Proposal security and DTC’s total damages, so as to make DTC whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the Bid/Proposal unresponsive.

Company Name:________________________________________

Signature:______________________________________________

Print Name:____________________________________________

Title:___________________________________________________

Date:___________________________________________________
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bid/Proposal Project Name</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Name of Firm</strong></td>
</tr>
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<td></td>
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<td></td>
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<tr>
<td><strong>Address</strong></td>
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<td></td>
</tr>
<tr>
<td><strong>City</strong></td>
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<tr>
<td></td>
</tr>
<tr>
<td><strong>Independent firm or</strong></td>
</tr>
<tr>
<td><strong>Owned &amp; Controlled by</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Corporate address of parent / affiliate</strong></td>
</tr>
<tr>
<td><strong>Company</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Mark the appropriate box</strong></td>
</tr>
<tr>
<td>for your reporting unit</td>
</tr>
<tr>
<td>(Mark only one box)</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Business Data</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>What is the major activity of this establishment (Be specific, i.e., manufacturing steel casings, retail grocer, wholesale plumbing supplies, etc.)</strong></td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
</tr>
<tr>
<td>Include the specific type of product or type of service provided, and the principal business or industrial activity:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Have all subcontractors been informed of their responsibility to file EEO Compliance Report A</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Is an Affirmative Action Plan on file with DTC’s Office of Contract Compliance?</td>
</tr>
</tbody>
</table>
An Affirmative Action Plan is on file with the following Governmental agencies. Please list:

<table>
<thead>
<tr>
<th>Employment Data</th>
<th>Employment at this establishment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Report all permanent, temporary, or part time employees, including apprentices and on-the-job trainees Enter the appropriate figures on ALL lines and in ALL columns. Blank spaces will be considered as zero.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Job Categories</th>
<th>Establishment</th>
<th>Minority Male</th>
<th>Minority Female</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>GRAND TOTAL Employees</td>
<td>Total Male</td>
<td>Total Female</td>
</tr>
<tr>
<td>Officials / Managers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionals</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Workers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office / Clerical Staff</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Craftsmen (Skilled)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operators (Semi-Skilled)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers (Unskilled)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Workers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Journey Workers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>apprentices</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Employment at this establishment – Report all permanent, temporary, or part-time employees, including apprentices and on-the-job trainees.

Enter the appropriate figures.

<table>
<thead>
<tr>
<th>Job Categories</th>
<th>Current Workforce</th>
<th>Under-utilization</th>
<th>Estimated Number of Vacancies</th>
<th>Current Goals</th>
<th>Ultimate Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total qty</td>
<td>Minority</td>
<td>Female</td>
<td>Min.</td>
<td>Fem.</td>
</tr>
<tr>
<td>Officials / Managers</td>
<td></td>
<td></td>
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<tr>
<td>Professionals</td>
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<tr>
<td>Technicians</td>
<td></td>
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<tr>
<td>Sales Workers</td>
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<tr>
<td>Craftsmen (Skilled)</td>
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<tr>
<td>Operators (Semi-Skilled)</td>
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<td>Laborers (Unskilled)</td>
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<tr>
<td>Service Workers</td>
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</tr>
<tr>
<td>Journey Workers</td>
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<td></td>
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</tr>
<tr>
<td>apprentices</td>
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<tr>
<td>Total</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
## Certification

<table>
<thead>
<tr>
<th>Name of authorized official</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Date</td>
</tr>
<tr>
<td>Contact Name:</td>
<td>Title</td>
</tr>
<tr>
<td>regarding this report</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td>(number and street)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>State</th>
<th>Zip Code</th>
<th>Area</th>
<th>Tele</th>
<th>Ext.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

How was information as to race or ethnic group obtained?

<table>
<thead>
<tr>
<th>Visual Survey</th>
<th>Employment Records</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>NO</td>
<td>NO</td>
</tr>
</tbody>
</table>

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### Do not write below this line – DTC Only

<table>
<thead>
<tr>
<th>Date</th>
<th>Awardable</th>
<th>Signature</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

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Page 74 of 79
Buy America Certification

Certification requirement for procurement of steel, iron, or manufactured products.

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

The bidder or offeror 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 offeror 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
Debarment Certification

By signing and submitting this bid/Qualification, the Bidder/Proposer is providing the signed certification set out below.

The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification shall disqualify such person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this procurement. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

The prospective primary participant shall provide immediate written notice to the department or agency to which this bid/Qualification is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Qualification," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this bid/Qualification is submitted for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this bid/Qualification that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this bid/Qualification that it will include this clause titled "Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
The prospective primary participant certifies, by submission of this Bid/Qualification, to the best of its knowledge and belief, that neither it nor its "principals," as defined at 49 C.F.R. Part 29.55:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

2. Have not within a three-year period preceding this bid/Qualification 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 charges by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification.

4. Have not within a three-year period preceding this bid/Qualification had one or more public transactions (Federal, State, local) terminated for cause or default.

If the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this bid/Qualification, and indicate that it has done so, by placing an "X" in the following space:         .

The certification is a material representation of fact relied upon by DTC. If it is later determined that the Bidder/Proposer knowingly rendered an erroneous certification, in addition to remedies available to DTC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder/Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder/Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Furthermore, the potential Bidder/Proposer certifies that it will provide immediate written notice to the Procuring Agency if, at any time during the course of the proposed contract, it learns that this certification was erroneous when submitted or has been erroneous by reason of changed circumstances.


Company Name: __________________________________________

Signature: _______________________________________________

Print Name: _____________________________________________

Title: __________________________________________________

Date: ___________________________________________________
Lobbying Certification

The Bidder/Proposer 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 making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 5 of the Lobbying Disclosure Act of 1995 (P.L. 54-65, to be codified at 2 U.S.C. 1601, et seq.)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $5,000 and not more than $50,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $5,000 and not more than $50,000 for each such expenditure or failure.]

The Bidder/Proposer, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder/Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Company Name:__________________________________________

Signature:________________________________________________

Print Name:_______________________________________________

Title:______________________________________________________

Date:______________________________________________________

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Clean Air and Water Certification

The Bidder/Proposer, by submitting a bid/proposal to DTC in response to the IFB/RFP, hereby agrees:

1. To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

2. That no portion of the work required by this prime contract will be performed in a facility listed on the (EPA) List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

3. To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

4. To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (b)(4).

Company Name: ________________________________

Signature:_____________________________________

Print Name:____________________________________

Title:__________________________________________

Date:__________________________________________