

Recommend and Implement Replacement of Financial Management Systems

REQUEST FOR PROPOSALS Replacement of Financial Management Systems (ERP) RFP 6.17.26

PROPOSALS DUE: July 16, 2026

Detroit Transportation Corporation

Guardian Building, 500 Griswold, Suite 2900, Detroit, MI 48226

Inquiries: www.bidnetdirect.com//detroit-transportation-corporation

INTRODUCTION AND DTC CONTACT INFORMATION

This Request for Proposals (RFP) is issued by the Detroit Transportation Corporation (DTC), located at the Guardian Building, 500 Griswold, Suite 2900, 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).

Request For Proposals (RFP) Title:	Replacement of Financial Management Systems (ERP)
RFP Control Number:	6.17.26
Date Advertised:	June 17th, 2026
Date Issued:	June 17th, 2026
Pre-Bid Meeting Date:	Thursday, June 25th, 2026, at 11:00AM Eastern Time RSVP email gwallace@thepeoplemover.com
Questions Due:	5:00PM Eastern Time on June 30th, 2026
Due Date and Time:	5:00PM Eastern Time on July 16th, 2026
Purchasing / Procurement Division:	Gwen Wallace
E-mail Address:	gwallace@thepeoplemover.com
Telephone Number:	(313) 949-9128
Project Manager:	Karen Foster

	How This Document Is Structured	
Section		Contents
100		Instructions to Bidders/Proposers. Compliance with these is integral to submitting a successful proposal.
200		Project Overview and Statement of Work
300		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 comply with the terms and conditions contained in Section 300.
400		Federal Transit Administration Clauses
500		Contractor Certifications
600		Solicitation Statistics Form

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The Detroit Transportation Corporation (DTC) requests bids from qualified firms to provide and ensure that DTC is able to plan and manage the organizations' resources effectively through an enterprise resource planning (ERP) application with appropriate financial system modules.

Proposals must be received by the Detroit Transportation Corporation, Purchasing Office via Bidnet/MITN electronically only on or before **5:00 p.m. (EST), July 16, 2026** **THERE WILL BE NO PUBLIC OPENING OF THE PROPOSALS.**

Proposals are to be submitted in accordance with the DTC Request for Proposals (RFP). 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 are 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 based on 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 access Bidnet Direct www.bidnetdirect.com//detroit-transportation-corporation. **Written questions related to this project must be received via Bidnet/MITN no later than 5:00 p.m. (EST), June 30, 2026.**

SECTION 100 INSTRUCTIONS TO PROPOSERS

101 Due Date and Location

Bids/Proposals are due to DTC via Bidnet/MITN by: 5:00 pm (EST) **July 16, 2026.**

Bidder/Proposer bears total responsibility for ensuring its Bid/Proposal is complete and uploaded on time.

1. Bids/Proposals submitted by fax or email will not be considered.
2. No Late bids will be accepted.
3. Bidder/Proposer should comply with each and every requirement of this RFP to be considered responsive.

102 Length of Time Bids/Proposals Shall be good

Bids/Proposals shall be good for 180 days after the due date. This 180-day period - plus the schedule for the project - will be automatically extended by the amount of time required by DTC.

103 Submittal Requirements

One (1) original uploaded into MITN/Bidnet,
www.bidnetdirect.com//detroit-transportation-corporation.

The Proposal shall consist of a technical proposal ("Technical Proposal") and a cost proposal ("Cost Proposal") and RFP required documents.

The Technical Proposal shall include concise narrative descriptions and illustrations that will enable DTC to clearly understand and evaluate the capabilities of Proposers to successfully perform the Work on time and within budget to include references, qualifications, timelines. No price information of any kind may be included in the Technical Proposal.

The Technical Proposal shall be limited to a fourteen (14) page limit (single-sided). Covers, resumes, and appendices are excluded from the fourteen (14) page limit. The Technical Proposal shall be organized to correspond to and address the content requirements and evaluation factors stated in the scope of work.

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.

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104 Bid/Proposal Guarantee N/A

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 180 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 180 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 withdrawal, or 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 recompense 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.

105 Disposition of Proposal Guarantee N/A

If the Bid/Proposal is accepted, the Bid/Proposal Guarantee will be returned as provided in this Section. 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 180 days, whichever comes first.

106 Performance Bonds and Labor and Material Payments Bonds N/A

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 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 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 the manufacturer within thirty

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(30) days of DTC's acceptance of the goods.

107 Insurance

The successful Bidder/Proposer shall maintain throughout this assignment the following insurance coverages:

POLICY TYPE	AMOUNT NOT LESS THAN
Worker's Compensation Employer's Liability	Full Statutory Limits \$1,000,000.00 each accident \$1,000,000.00 each disease \$1,000,000.00 each person
Commercial General Liability	\$1,000,000.00 each occurrence \$2,000,000.00 Personal & Advertising Injury \$1,000,000.00 Fire and Legal Liability \$10,000.00 Medical Payment \$1,000,000.00 General Aggregate
Excess / Umbrella Liability Insurance over Employer's Liability, Commercial General Liability, and Auto Liability	\$5,000,000.00 each occurrence \$5,000,000.00 aggregate where applicable
Comprehensive Auto Liability Combined single limit (covering all owned, hired and non- owned vehicles with property damage each personal and property protection insurance including residual liability insurance under Michigan No Fault Insurance Law)	\$1,000,000.00
Professional Liability	\$3,000,000.00 per claim \$3,000,000.00 aggregate

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

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 must 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 changes without at least thirty (30) days' prior written notice to the DTC. Certificates of insurance must be submitted to DTC no later than ten (10) working days after notification of recommendation of award.

108 Request for Clarification/Approved Equal (RFAE)

All requests for clarification of these specifications and for an approved equal.

Approved equal (RFAE) must be in writing and uploaded on bidnet.

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.

109 Clarifications, Approved Equals, Supplements

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Clarifications, approved Equals and other supplements to this RFP may be issued to modify, change or clarify one or more points in MITN/Bidnet. All parties who request the RFP must be registered in MITN/Bidnet. 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 in MITN/Bidnet.

110 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".

109 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.

110 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.

111 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.

112 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.

113 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.

114 Unacceptable Proposals

No Proposal will be accepted 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.

115 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.

116 Disadvantaged Business Enterprise Utilization

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This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *and Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. DTC's FY 2023-2026 overall goal for DBE participation is **5%**. 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 RFP.

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.

117 Award of Contract

The award will be made to the responsive and responsible offeror who's 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.

118 Cost of Preparation

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

119 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

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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 not be 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.

120 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.

121 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 (a) three (3) days before the scheduled Proposal due date, (b) three (3) days after the Bid/Proposal opening, or (c) 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 the same if, at her discretion, deemed necessary. The General Manager must make a decision no later than ten (5) working days from the 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.

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SECTION 200

STATEMENT OF WORK

1. Project Overview

The purpose of this project is to ensure that DTC is able to plan and manage the organizations' resources effectively through an enterprise resource planning (ERP) application with appropriate financial system modules. The project will entail the recommendation and design of a new financial system and migration of the organization's existing financial management data to a modern, cloud-based enterprise resource planning (ERP) platform. Current primary systems include the unsupported Microsoft Dynamics Solomon (SL) 2018 application, PMC 8.1 Purchasing application, and SAGE Fixed Assets application. The project will ensure business continuity, improve process efficiency, enhance reporting, and leverage the scalability and integration capabilities.

2. Objectives

- DTC will be able to plan and manage the organization's resources highly effectively through the application solution recommended and appropriate modules
- DTC will be able to use fund-based accounting and multi-dimensional reporting to support federal and state requirements and GAAP/GASB compliance (e.g., by grant, project, program, or fund).
- DTC's financial processes will be efficient and ensure proper internal controls and regulatory compliance. Organizational business processes may be updated where appropriate to align with best practices in the industry.
- DTC will be able to create routine financial reports that is accurate and business-actionable for internal use and external reporting.
- DTC will be able to manage purchase order obligations, invoice expenditures against the purchase order, and purchase order balances in an automated and efficient manner.
- DTC will have business continuity during the project and have appropriately migrated historical data and open transactions in new application.
- DTC end users and system administrators will know how to use new application via training and user acceptance processes, including periodically required maintenance routines.
- DTC will have a seamless go-live transition with minimal disruption to business operations.
- DTC will have support and maintenance provider post-implementation, 2 years and two 1-year options

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3. Project Deliverables

Phase	Proposed Deliverables
1. Discovery & Assessment	<ul style="list-style-type: none">-Assessment of the current financial management environment(s) (modules, data, integrations, customizations, reporting tools)- Gap analysis between Dynamics SL(financial), PMC (purchasing), SAGE (assets), and newly recommended application solution- Recommended software integration capabilities- Stakeholder workshop to identify pain points & future-state goals- Migration feasibility and approach report- Project plan and timeline
2. Solution Design	<ul style="list-style-type: none">- System architecture and environment setup plan- Additional modules, extensions (as recommended or required)- Functional and technical design documents- Data migration mapping and transformation rules- Workflow process maps
3. Configuration & Development	<ul style="list-style-type: none">- Configuration of new application core modules (General Ledger, Accounts Payable, Sales, Accounts Receivable, Bank Reconciliation, Fixed Assets, Budget, Project, and Purchasing)- Integrations setup, if any- Standardized user access configurations- Workflow setups- Report setups- Listing of customizations, if required
4. Data Migration	<ul style="list-style-type: none">- Data cleansing guide and data extraction from MS Dynamics SL, SAGE, and PMC- Transformation and import to recommended application solutions (master data, open transactions, selected history, etc.)- Data validation and reconciliation documentation
5. Testing	<ul style="list-style-type: none">- Unit Module testing results- System integration testing (SIT) results- User acceptance testing (UAT) results- Issue tracking and resolution report
6. Training & Documentation	<ul style="list-style-type: none">- End-user and administrator training sessions- Training materials and user guides- Technical documentation and system configuration manual
7. Go-Live & Support	<ul style="list-style-type: none">- Go-live and execution plan- Cutover checklist- Post go-live support (e.g., 30-60 days stabilization)- Knowledge transfer and final handoff report- Ongoing support highlights, if any

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4. In-Scope Functional Areas

Functional areas for migration/implementation estimated to include:

- **Financial Management Modules:** General Ledger, Accounts Payable, Sales, Accounts Receivable, Bank Reconciliation, Fixed Assets, and Budget
 - Daily/full access users: Finance Dept, 6 users
 - Workflow/view users: Various Depts, 10-15 users
 - **Project Accounting / Job Costing Module** (*Capital and Grant tracking*)
 - Daily/full access users: Finance Dept, 6 users and Grants Dept, 1 user
 - Workflow/view users: Various Depts, 3 users
 - **Purchasing Module**
 - Daily/full access users: Procurement Dept, 5 users and Finance Dept, 6 users
 - Requisition Workflow/view users: Various Depts, 7-10 users
 - **Reporting and Analytics**
 - **Workflow and Approvals**
-

6. Roles and Responsibilities

<u>PARTY</u>	<u>RESPONSIBILITIES</u>
Detroit Transportation Corporation	Provide access to systems, data, and key users; review and approve deliverables; perform testing (UAT & SIT); support change management. Project Sponsor: General Manager Project Manager: Finance Director Consult: <ul style="list-style-type: none">• Finance staff• Procurement Director and Procurement staff• PMO, Grants, and Compliance Director• Chief of Staff• Deputy Director of Special Projects
Implementation Partner (Your Organization)	Recommend application solution, conduct analysis, design, configuration, migration, testing, and training; manage project plan and risks; provide post-go-live support, and on-going support.

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Proposal Requirements

Please include the following in your response:

- Single application solution recommendation
 - Company overview and experience with implementation of recommended application
 - Company experience with government and transit customers
 - Company W9 form
 - Experience with MS Dynamics SL, SAGE, and PMC
 - Recommended software integration capabilities
 - Description of proposed approach and methodology
 - Project plan with estimated timeline, inclusive of deliverables
 - Key personnel assigned to the project
 - References from customers with similar successful projects
 - Detailed pricing of recommended application (licensing per user, add-ons, customizations, etc.)
 - Detailed pricing of implementation services (fixed cost or hourly rates, travel expenses, etc.)
 - Detailed pricing of support and maintenance options post-upgrade, 2-year with two 1-year option years
-

8.Evaluation Criteria

CRITERIA	DESCRIPTION	SCORE VALUE
Project Team, Experience, & Qualifications	Number of team members available and assigned to project, team member's professional background and successful experience with prior, similar projects. Familiarity with government and transit organizations.	20
Software Functionality & Features	Completeness of required modules, GAAP/GASB compliance, reporting quality, integration capabilities	25
Approach	Methodology and timeline for project deliverables and project success.	15
Interview and Presentation	Presentation to DTC about the overall project approach and responsiveness to DTC project inquiries.	10
Training & Support	Robustness and delivery options for initial and ongoing training and support for a properly managed application.	15
Price	Total Cost to DTC	15

NAME OF OFFEROR: _____

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BID FORM

Failure to complete this form may result in your Response being deemed nonresponsive and rejected without any further evaluation.

BID PRICE: All costs must be listed along with attached details to include, labor, project management, implementation, testing, training and support services described in this RFP.

Year 1

Description		Total Cost
Financial Software Licenses /subscriptions _____ _____	Cost per user \$ _____ Users _____ Other Costs(list each) \$ _____	
Project Accounting/Job Costing Module Software Licenses /subscriptions _____ _____	Cost per user \$ _____ Users _____ Other Costs(list each) \$ _____	
Purchasing Software Licenses /subscriptions _____ _____	Cost per user \$ _____ Users _____ Other Costs(list each) \$ _____	
Add-Ons		
Customizations & Configuration _____ _____ _____		
Implementation Services & Set up		
Data Migration		
Training		
Support and Maintenance and Updates		
Additional Costs		

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Year 2

Type		Total Cost
Financial Software Licenses /subscriptions _____	Cost per user \$ _____ Users _____ Other Costs(list each) \$ _____	
Project Accounting/Job Costing Module Software Licenses /subscriptions _____	Cost per user \$ _____ Users _____ Other Costs(list each) \$ _____	
Purchasing Software Licenses /subscriptions _____	Cost per user \$ _____ Users _____ Other Costs(list each) \$ _____	
Support and Maintenance and Updates		
Additional Costs		

Option Year 1

Type		Total Cost
Financial Software Licenses /subscriptions _____	Cost per user \$ _____ Users _____ Other Costs(list each) \$ _____	
Project Accounting/Job Costing Module Software Licenses /subscriptions _____	Cost per user \$ _____ Users _____ Other Costs(list each) \$ _____	
Purchasing Software Licenses /subscriptions _____	Cost per user \$ _____ Users _____ Other Costs(list each) \$ _____	
Support and Maintenance and Updates		
Additional Costs		

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Option Year 2

Type		Total Cost
Financial Software Licenses /subscriptions _____	Cost per user \$ _____ Users _____ Other Costs(list each) \$ _____	
Project Accounting/Job Costing Module Software Licenses /subscriptions _____	Cost per user \$ _____ Users _____ Other Costs(list each) \$ _____	
Purchasing Software Licenses /subscriptions _____	Cost per user \$ _____ Users _____ Other Costs(list each) \$ _____	
Support and Maintenance and Updates		
Additional Costs		

COST SUMMARY- Replacement of Financial Management Systems (ERP)	
Year 1	
Year 2	
Base Sub-total	
Option Year 1	
Option Year 2	
Option Years Subtotal	
FULL COST TOTAL	

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Please provide at least three (3) references located within the Southeast Michigan area, by name, address and phone number and email address, for whom the Proposer has provided similar services.

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 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.

305 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

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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

306 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.

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.

307 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 notification 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.

308 Subcontract approval

Any subcontract the CONTRACTOR may wish to enter into must be approved 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.

309 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.

310 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

CONTRACTOR shall comply with the regulations relative to non-discrimination in federally assisted programs of the United States Department of Transportation, Title 49, Code of Federal Regulations, Part 21, [29 U.S.C. § 623, 42 U.S.C. § 2000, 42U.S.C. § 652, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.] As they may be amended from time to time (hereinafter referred to as the "Regulations") which are herein incorporated by reference and made a part of the Contract.

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

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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, 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, 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.

311 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.

312 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.

Payment shall be paid within one of the following periods whichever is later:

1. Forty (45) days after DTC receives Contractor invoice properly submitted and correct application for payment of the work and the invoice not in dispute
2. Fifteen (15) days after DTC received the funds with which to make progress payment from a department or agency of the federal or state government.

All invoices shall be emailed to: Accounts Payable at accountspayable@thepeoplemover.com.

313 Substantial Completion

The Work has achieved Substantial Completion when it meets all 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.

314 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 (10) days from the receipt of each payment CONTRACTOR receives from DTC. CONTRACTOR agrees further to return retainage payments to each subcontractor within ten (10) 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. **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;

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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 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.

331 Notification of Proceedings

DTC will give CONTRACTOR prompt notice in writing or by email 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 or by email will be addressed to the other at the respective addresses shown in the Contract.

332 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 the award date to two years after the last article in DTC's initial order is delivered.

333 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.

334 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.

335 Ownership of Documents

DTC 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 or FTA claims ownership.

336 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.

337 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.

338 Social Securities Act/Unemployment Compensation, Etc.

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.

339 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.

340 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.

341 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.

342 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.

343 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.

344 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 C4220.1G.

345 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.

346 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.

347 OEM Part Numbers

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

348 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.

349 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.

350 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.

351 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

352 Federal Agencies

This procurement is governed by the latest versions of Federal Transit Administration Circular C 4220.1G, 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.

353 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.

354 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.

355 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.

356 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 ☒ 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.

357 Privacy

Recommend and Implement Replacement of Financial Management Systems

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.

358 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.

SECTION 400

FEDERAL TRANSIT ADMINISTRATION CONTRACT CLAUSES

	FTA CLAUSE COMPLIANCE LIST	
	RFP 12.23.25 TIMES SQUARE PLATFORM TILE REPLACEMENT AND STAIRWELL REPAIR	y=Yes N=No or N/A
1	ACCESS TO RECORDS AND REPORTS.	
2	RESTRICTIONS ON LOBBYING.	
3	CHANGES TO FEDERAL REQUIREMENTS.	
4	CIVIL RIGHTS LAWS AND REGULATIONS (INCLUDE ADA)	
5	CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.	
6	CONFORMANCE WITH ITS NATIONAL ARCHITECTURE	
7	DEBARMENT AND SUSPENSION.	
8	DISADVANTAGED BUSINESS ENTERPRISE (DBE)	
9	ENERGY CONSERVATION	
10	EQUAL EMPLOYMENT OPPORTUNITY	
11	FLY AMERICA (TRANSPORT PERSON OR PROPERTY OUTSIDE OF US)	N/A
12	FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS.	
13	INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS	
14	NO GOVERNMENT OBLIGATION TO THIRD PARTIES	
15	NOTIFICATION TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS.	
16	PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS	
17	PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.	
18	PROMPT PAYMENT	
19	SAFE OPERATION OF MOTOR VEHICLES.	
20	SPECIAL NOTIFICATION REQUIREMENTS FOR STATES	
21	SEVERABILITY	

Recommend and Implement Replacement of Financial Management Systems

22	TERMINATION.	
23	TRAFFICKING IN PERSONS	
24	VIOLATION AND BREACH OF CONTRAACT	
25	PATENT RIGHTS AND RIGHTS IN DATA - INVENTIONS	
26	BUY AMERICA	
27	BUILD AMERICA	
28	DOMESTIC PREFERENCES FOR PROCUREMENTS (RECOVERED MATERIALS).	
29	NOTICE TO THIRD-PARTY PARTICIPANTS	
30	CONTRACT WORK HOURS AND SAFETY STANDARDS (CONSTRUCTION).	
31	DAVIS BACON ACT & COPELAND ANTI-KICKBACK (CONSTRUCTION).	
32	VETERANS EMPLOYMENT PREFERENCE (CONSTRUCTION).	
33	SEIMIC SAFETY (CONSTRUCTION)	
34	CARGO PREFERENCE (PROJECT WHERE OCEAN TRANSPORT IS POSSIBLE).	N/A
35	DRUG AND ALCOHOL TESTING	
36	ADA ACCESS	
37	SENSITVIE SECURITY INFORMATION	
38	TRANSIT EMPLOYEE PROTECTIVE PROVISIONS	
39	CHARTER SERVICE OPERATIONS	N/A
40	SCHOOL BUS OPERATIONS	N/A
41	BONDING REQUIREMENTS (Construction Contracts >\$100,000)	
42	NOTICE TO THIRD-PARTY PARTICIPANTS	
43	EEO IN CONSTRUCTION WORK	
44	LAWS AND REGULATIONS	
45	GEOGRAPHIC RESTRICTIONS	

OVERALL FEDERAL REGULATION COMPLIANCE CERTIFICATION

Bidders/Proposers shall comply with all applicable FTA clauses

All contractual provisions required by USDOT/FTA, as set forth in USDOT/FTA Circular 4220.1G, as amended, and outlined USDOT/FTA Terms and Conditions. are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all USDOT/FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Bid/Proposal with the Bidder/Proposer. The Bidder/Proposer

shall not perform any act, fail to perform any act, or refuse to comply with any DTC requests which would

cause DTC to be in violation of USDOT/FTA or MDOT grant terms and conditions.

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Recommend and Implement Replacement of Financial Management Systems

Date: _____

ACCESS TO RECORDS AND REPORTS

1. **Record Retention.** The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other Third-party Contracts of any type, and supporting materials related to those records.
2. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 CFR § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.
4. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

RESTRICTIONS ON LOBBYING

Conditions on use of funds

- a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: 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.
- b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
- e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure

- a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
 1. Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 2. An award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
- b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
 1. A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 2. A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section

- c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:
 1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 2. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 3. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
 1. A subcontract exceeding \$100,000 at any tier under a Federal contract;
 2. A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
 3. A contract or subcontract exceeding \$100,000 at any tier under a federal loan exceeding \$150,000; or,
 4. A contract or subcontract exceeding \$100,000 at any tier under a federal cooperative agreement. Shall file a certification, and a disclosure form, if required, to the next tier above.

- e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.
- f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.
- g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989, effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.
- h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart (b) or (c).

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts

- 1. Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
 - a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
 - b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity", September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
- 2. Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance", 49 CFR part 25 prohibit discrimination on the basis of sex.
- 3. Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975", as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance", 45 CFR part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR part 1625, also prohibit employment discrimination against individuals aged 40 and over on the basis of age.
- 4. Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third-party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- 1. Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2. Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment", September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 3. Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act", 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance", 45 CFR part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 74017671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 12511387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

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.
2. 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 the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

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.
2. 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 the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

DEBARMENT AND SUSPENSION

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

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 CFR part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

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

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

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 CFR § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 CFR § 26.53(f) (1).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NOTICE TO THIRD-PARTY PARTICIPANTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third-party Agreement and parties thereto at any tier.

FLY AMERICA

- a) Definitions. As used in this clause -
 - 1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
 - 2) "United States" means the 50 States, the District of Columbia, and outlying areas.
 - 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

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

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

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

- 1) The contractor certifies that it:
 - a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
 - b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third-party Agreement with the Third-party Participant without FTA's written approval.

- 2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient 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 Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-party Agreements and must require each Third-party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 CFR §§ 180.220 and 1200.220.

1. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
2. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
3. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 CFR part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- b) In implementing the prohibition under Public Law 115232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c) See Public Law 115-232, section 889 for additional information.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this 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. The 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 the Agency.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

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

Distracted Driving

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

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States -

- a) To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
 - 1. The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
 - 2. The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
 - 3. The amount of federal assistance FTA has provided for a State Program or Project.
- b) Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 CFR §§ 200.317- 200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TERMINATION

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 Agency's best interest. The Contractor shall be paid its costs, including contract closeout 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 the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

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 be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. 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.

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 [an appropriately short period of time] 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 [10 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.

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 covenant, term, or condition of this contract.

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 Agency'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.

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 of 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 Agency.

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.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure 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 provision of this contract, 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 shall the Contractor be 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 Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency'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 Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's 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 Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of 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 Agency, the Contractor shall be paid its contract closeout 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, 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.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

VIOLATION AND BREACH OF CONTRACT

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. 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 agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute

Unless otherwise directed by the agencies authorized representative, 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 or damage.

Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the agencies authorized representative and 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

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.

PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency

intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

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 written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" 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, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes", any subject data or copyright described below. 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 extend its federal license to any other party.

- a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
- b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, 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 that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

BUILD AMERICA, BUY AMERICA (APPLICABLE TO PURCHASE OF CONSTRUCTION MATERIALS)

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184 and by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. Contractor shall submit to MTS with its Bid/Proposal the Build America, Buy America Certification included as part of the Bid/Proposal Documents and Forms, except those subject to a general waiver. MTS will reject as nonresponsive Bids/Proposals or offers that are not accompanied by a completed Build America, Buy America certification.

BUY AMERICA / BUILD AMERICA, BUY AMERICA (APPLICABLE TO PURCHASE OF MORE THAN \$150,000 OF IRON, STEEL, MANUFACTURED GOODS OR ROLLING STOCK, OR CONSTRUCTION MATERIALS)

The Contractor's attention is directed to the "Buy America" requirements set forth in Section 165 of the federal Surface Transportation Act of 1982, Section 70914 of the Infrastructure Investment Jobs Act, Pub. L. No. 117-58, which includes the "Build America, Buy America Act" Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184.), and the FTA regulations implementing Section 165 (49 C.F.R. Part 661). Information on Buy America requirements is available for review upon request. Contractor agrees to comply with 49 U.S.C. 5323(j), as amended by the FAST Act, FTA regulations 49 C.F.R. Part 661, and Section 70914 of the Infrastructure Investment Jobs Act, which provide that Federal funds may not be obligated unless steel, iron, manufactured products, and construction materials used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. See 49 C.F.R. 661.7 and Section 70914 of the Infrastructure Investment Jobs Act regarding general waivers. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 70 percent domestic content. Contractor shall submit to MTS with its Bid/Proposal the appropriate Buy America certification included as part of the Bid/Proposal Documents and Forms, except those subject to a general waiver. MTS will reject as nonresponsive Bids/Proposals or offers that are not accompanied by a completed Buy America certification. This requirement does not apply to lower tier subcontractors.

DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

RECOVERED MATERIALS AND SOLID WASTE (APPLICABLE TO OPERATIONS, CONSTRUCTION AND GOODS CONTRACTS AND SUBCONTRACTS)

INVOLVING ITEMS DESIGNATED BY THE EPA, WHERE THE PURCHASE PRICE OF THE ITEM EXCEEDS \$10,000 OR THE VALUE OF THE QUANTITY ACQUIRED DURING THE PRECEDING FISCAL YEAR EXCEEDED \$10,000)

The Contractor and any Subcontractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the State Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247. The requirements of Section 6002 include procuring only items designated in guidelines of the U.S. EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

EEO IN CONSTRUCTION WORK (APPLICABLE TO ALL CONSTRUCTION CONTRACTS EXCEEDING \$10,000)

Contractor agrees to comply with DOL regulations, Executive Order No. 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. part 1964-1965 Comp., p. 339), as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" for all construction work, as defined in 41 C.F.R. Part 60-1.3. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area of San Diego, County of San Diego, State of California, are as follows: Timetables Goals For Minority Participation for Each Trade Goals for Female Participation in Each Trade Goals 5%. The goal are applicable to all Contractor's construction work (whether or not that portion is Federal or federally assisted) performed in the covered area. Although a contractor is required to make good faith efforts to meet their goals, the goals are not quotas, and no sanctions are imposed solely for failure to meet them. The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the Contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed. The Contractor shall provide written notification to the Director OFCCP, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.

VETERANS PREFERENCE / EMPLOYMENT (APPLICABLE TO ALL CONSTRUCTION CONTRACTS)

Per MAP-21 at 49 USC 5325 (k), the Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in 5 USC 2108) who have the requisite skills and abilities to perform the construction work required under the Contract. This provision shall not be understood, construed or enforced in any manner that would require the Contractor to give a preference to any veteran over any equally qualified applicant who is not a member or any racial or ethnic minority, female, an individual with a disability, or a former employee.

SENSITIVE SECURITY INFORMATION

The Contractor shall take measures to ensure that any of its subcontractors at each tier protect, "sensitive security information" made available during the administration of this Agreement to ensure compliance with 49 U.S.C. 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

ADA ACCESS

Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC Section 12101 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794; 49 USC Section 5301(d), which prohibit discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and 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 persons with disabilities, including any subsequent amendments to that Act.

SEISMIC SAFETY (APPLICABLE TO ALL CONSTRUCTION AND ARCHITECTURAL & ENGINEERING CONTRACTS AND SUBCONTRACTS FOR NEW BUILDINGS OR ADDITIONS TO EXISTING BUILDINGS)

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

CARGO PREFERENCE – USE OF UNITED STATES - FLAG VESSELS (APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS INVOLVING EQUIPMENT, MATERIALS, OR COMMODITIES WHICH MAY BE TRANSPORTED BY OCEAN VESSELS)

A. 46 U.S.C. 55305 and 46 C.F.R. Part 381 which imposes U.S. cargo preference requirements on the shipment of foreign made goods shall apply to this procurement. The Contractor shall utilize privately owned United States-flagged commercial vessels to ship at least 50 percent of the gross tonnage (competed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flagged commercial vessels. B. The Contractor shall furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (A) above through the prime Contractor in the case of subcontractor bills-of-lading and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the project.

B. The Contractor shall insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ hereby certify _____
(Name and Title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and 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.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

NAME OF BIDDER/COMPANY NAME	
TYPE OR PRINT NAME	
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract, or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment", 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)", 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 1. Debarred,
 2. Suspended,
 3. Proposed for debarment,
 4. Declared ineligible,
 5. Voluntarily excluded, or
 6. Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 1. 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,
 2. Violation of any Federal or State antitrust statute, or,
 3. Commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
3. If, at a later time, it receives any information that contradicts the statements of subsections 2.a - 2.d above, it will promptly provide that information to FTA,
 - a. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 1. Equals or exceeds \$25,000,
 2. Is for audit services, or,
 3. Requires the consent of a federal official, and
 - b. It will require that each covered lower tier contractor and subcontractor:
 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
4. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

CERTIFICATION

CONTRACTOR	
SIGNATURE OF AUTHORIZED OFFICIAL	DATE
NAME AND TITLE OF CONTRACTOR'S AUTHORIZED OFFICIAL	

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTION CERTIFICATION

As required by applicable federal law, the Contractor certifies that it:

Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

ACKNOWLEDGED AND AGREED

Company Name: _____

Title: _____

Signature: _____

DAVIS BACON AND COPELAND ANTI-KICKBACK ACTS **(Construction Contracts >\$2,000)**

Background and Application:

The Davis-Bacon and Copeland Acts are codified at 40 U.S.C 3141, et seq. and 18 U.S.C 874. The Acts apply to DETROIT TRANSPORTATION CORPORATION construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 U.S.C 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under this section) and the Davis-Bacon poster (WH-1321) shall be always posted by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The Contracting and Procurement Specialist shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting and Procurement Specialist shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification

requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting and Procurement Specialist agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting and Procurement Specialist to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting and Procurement Specialist or will notify the Contracting and Procurement Specialist within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting and Procurement Specialist do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting and Procurement Specialist shall refer the questions, including the views of all interested parties and the recommendation of the Contracting and Procurement Specialist, to FTA for determination. FTA, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting and Procurement Specialist or will notify the Contracting and Procurement Specialist within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(v)(A) The Contracting and Procurement Specialist shall require that any class of laborers or mechanics which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting and Procurement Specialist shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting and Procurement Specialist agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting and Procurement Specialist to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting and Procurement

Specialist or will notify the Contracting and Procurement Specialist within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting and Procurement Specialist do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting and Procurement Specialist shall refer the questions, including the views of all interested parties and the recommendation of the Contracting and Procurement Specialist, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the Contracting and Procurement Specialist or will notify the Contracting and Procurement Specialist within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** – DETROIT TRANSPORTATION CORPORATION shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract.

In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Detroit Department of Transportation may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the DETROIT TRANSPORTATION CORPORATION for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete.

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the

payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) **Apprentices** - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees** - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid

not less than the applicable wage rate on the wage determination for the classification of work performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity** - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

- **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Operation/Management, Rolling Stock, and Construction Contracts >\$100,000)**

1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages** - DETROIT TRANSPORTATION CORPORATION shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under

any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

BONDING REQUIREMENTS (Construction Contracts >\$100,000)

(a) Bid Security

A bid bond must be issued by a fully qualified surety company acceptable to the Detroit Transportation Corporation and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described hereunder.

(b) Rights Reserved

In submitting this bid, it is understood and agreed by the bidder that the right is reserved by the Detroit Transportation Corporation to reject any or all bids, or part of any bid, and it is agreed that the bid may not be withdrawn for a period of ninety (90) days subsequent to the opening of bids, without the written consent of the Detroit Transportation Corporation. It is also understood and agreed that if the bidder should withdraw any part or all of his bid within ninety (90) days after the bid opening without the consent of the Detroit Transportation Corporation, shall refuse or be unable to enter into this contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payment Bonds, as provided above, he shall forfeit his security bonds to the extent of the Detroit Transportation Corporation's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement provide adequate security therefor. It is further understood and agreed that to the extent the defaulting bidder's bid bond, certified check, cashier's check, treasurer's check, and/or official bank check (excluding any income generated thereby which has been retained by the Detroit Transportation Corporation as provided in "Instructions To Bidders" section of the IFB, shall prove inadequate to fully compensate the Detroit Transportation Corporation for the damages occasioned by default, then the undersigned bidder agrees to indemnify the Detroit Transportation Corporation and pay over to the Detroit Transportation Corporation the difference between the bid security and the Detroit Transportation Corporation's total damages so as to make the Detroit Transportation Corporation whole.

Performance and Payment Bonding Requirements (Construction)

The contractor shall be required to obtain performance and payment bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless DETROIT TRANSPORTATION CORPORATION determines a lesser amount would be adequate for their protection.
2. DETROIT TRANSPORTATION CORPORATION may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in the contract price. DETROIT TRANSPORTATION CORPORATION may secure additional protection by directing the contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:
 - (i) Fifty percent of the contract price if the contract price is not more than \$1 million;
 - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (iii) Two and half million dollars if the contract price is more than \$5 million.

Performance and Payment Bonding Requirements (Non-Construction contracts)

The contractor may be required to obtain performance and payment bonds when necessary to protect the Detroit Transportation Corporation's interests.

(a) The following situations may warrant a performance bond:

1. DETROIT TRANSPORTATION CORPORATION property or funds are to be provided to the contractor for use in

performing the contract or as

2. A contractor sells assets to or merges with another concern, and DETROIT TRANSPORTATION CORPORATION, after recognizing the latter concern as the successor of interest, desires assurance that it is financially capable.

3. Substantial progress payments are made before delivery of end items starts.

4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless DETROIT TRANSPORTATION CORPORATION determines that a lesser amount would be adequate for their protection.

2. DETROIT TRANSPORTATION CORPORATION may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. DETROIT TRANSPORTATION CORPORATION may secure additional protection by directing the contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in their best interest.

(d) When it is determined that a payment bond is required, the contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million;

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and half million dollars if the contract price is more than \$5 million.

Advance Payment Bond Requirements

The contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision, and a performance bond is not furnished. DETROIT TRANSPORTATION CORPORATION shall determine the amount of the advance payment bond necessary to protect DETROIT TRANSPORTATION CORPORATION.

Patent Infringement Bonding Requirements

The contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished, and the financial responsibility of the contractor is unknown or doubtful. The Detroit Transportation Corporation shall determine the amount of the patent indemnity to protect the Detroit Transportation Corporation.

Warranty of the Work and Maintenance Bonds

1. The contractor warrants to the Detroit Transportation Corporation, the Architect and/or Engineer that all materials and equipment furnished under this contract will be of the highest quality and new unless otherwise specified by the Detroit Transportation Corporation, free from faults and defects and in conformance with the contract documents. All work not so conforming to these standards shall be considered defective. If required by the Detroit Transportation Corporation, the contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The work furnished must be of the first quality and the workmanship must be the best obtainable in the various trades. The work must be of safe, substantial and durable construction in all respects. The contractor hereby guarantees the work against defective materials or faulty workmanship for a minimum of one year after final payment by the Detroit Transportation Corporation and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to the Detroit Transportation Corporation. As additional security for these guarantees, the contractor shall, prior to release of final payment, furnish a separate maintenance (or guarantee) bonds in form acceptable to Detroit Transportation Corporation written by the same corporate surety that provides the performance bond and labor and material bond for this contract. These bonds shall secure the contractor's obligation to replace or repair defective materials and

faulty workmanship for a minimum period of one (1) year after final payment and shall be written in an amount equal to one hundred percent (100%) of the contract sum, as adjusted (if at all).

3.

TRANSIT EMPLOYEE PROTECTIVE PROVISIONS
(Operations/Management Contracts)

(1) Contractor shall comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, contractor shall carry out transit operations work on the underlying contract in compliance with terms and conditions determined by U.S. Secretary of Labor (DOL) to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 USC A 5333(b), and U.S. DOL guidelines at 29 CFR 215, and any amendments thereto. These terms and conditions are identified in U.S. DOL's letter of certification to FTA applicable to the municipal corporation's project from which FTA assistance is provided to support work on the underlying contract. Contractor shall carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with FTA assistance either for projects for elderly individuals and individuals with disabilities authorized by 49USC 5310(a)(2), or for projects for non-urbanized areas authorized by 49 USC 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 USC 5310(a)(2) for Elderly Individuals & Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with FTA assistance authorized by 49 USC 5310(a)(2), and if USDOT has determined or determines in the future that the employee protective requirements of 49 USC 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, contractor shall carry out the Project in compliance with the terms and conditions determined by U.S. DOL to meet the requirements of 49 USC 5333(b), U.S. DOL guidelines at 29 CFR 215, and any amendments thereto. These terms and conditions are identified in U.S. DOL's letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with the state. Contractor shall perform transit operations in connection with the underlying contract in compliance with the conditions stated in that USDOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 USC 5311 in Non-urbanized Areas - If the contract involves transit operations financed in whole or in part with FTA assistance authorized by 49 USC 5311, the contractor shall comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by U.S. DOT and U.S. DOL, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The contractor shall also include any applicable requirements in each subcontract involving transit operations financed in whole or in part with FTA assistance provided by FTA.

CHARTER SERVICE OPERATIONS (All Operations/Management Contracts)

Contractor shall comply with 49 USC 5323(d) and 49 CFR 604, which state that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under these exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

SCHOOL BUS OPERATIONS (All Operations/Management Contracts)

Pursuant to 49 USC 5323(f) and 49 CFR 605, recipients and sub-recipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients shall not use federally funded equipment, vehicles, or facilities.

DRUG & ALCOHOL TESTING (All Transit Operations Contracts)

The contractor agrees to:

- (a) Participate in the DETROIT TRANSPORTATION CORPORATION drug and alcohol program established in compliance with 49 CFR 653 and 654.
- (b) To comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), 49 C.F.R. Part 29, Subpart F, as modified by 41 U.S.C. §§§§ 702 et seq. b. Alcohol Misuse and Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable.

PRE-AWARD AND POST-AWARD DELIVERY AUDIT REQUIREMENTS
(Rolling Stock contracts)

- (1) The contractor shall complete and submit a declaration certifying either compliance or non-compliance with Buy America. If the bidder/offeror certifies compliance with Buy America, it shall submit documentation that lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; 2) the location of the final assembly point and the cost of final assembly.
- (2) The contractor shall submit evidence that it will be capable of meeting the bid specifications.
- (3) The contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

ACCESS TO RECORDS AND REPORTS (All contracts)

34.1 The contractor agrees to provide DETROIT TRANSPORTATION CORPORATION, FTA, the Comptroller General of the United States, and any of their authorized representative's access to any books, documents, papers and records of the contractor which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide FTA or his authorized representatives including any PMO contractor access to contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal assistance through programs described at 49 U.S.C. 5307, 5309 or 5311. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

34.2 The contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which contractor agrees to maintain same until DETROIT TRANSPORTATION CORPORATION, FTA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

TOXIC MATERIAL REMOVAL (Construction Contracts)

The Contractor will be responsible for the proper identification, packaging, testing, removal, transfer and disposal of all potentially toxic materials including asbestos materials and oil-filled transformers in compliance with all local, State, and Federal Laws and Regulations.

ASSIGNMENT

A Bidder/Contractor shall not assign any Purchase Order or Contract or any monies due there from without prior approval of the Purchasing Director, the Finance Director, and in some cases, the Detroit Transportation Corporation Council.

Contact the Contracting and Procurement Specialist for proper procedure.

LAWS AND REGULATIONS

In accordance with Federal legislation and regulations governing the use of the United States Department of Transportation, Federal Transit Administration (FTA) funds, the bidder/contractor agrees to comply with all applicable statutory and regulatory requirements for third party procurements as set forth in FTA Circulars 4220.1G, dated 2013, as amended incorporated herein by reference. The bidder/contractor agrees to obtain compliance from its subcontractors and to incorporate the statutes and regulations in any subcontract agreement resulting from this procurement.

Low bidders must supply certifications for restrictions on lobbying and debarment and suspensions as called for in FTA and OMB regulations and circulars.

GEOGRAPHIC RESTRICTIONS

The Bidder/Contractor agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statute, and as permitted by FTA [Acquisition of Management, Architectural and Engineering Services 49 U.S.C. Section 5325 (d)].

FEDERAL COST PRINCIPLES

All costs must be necessary, reasonable, and allocable to the project, authorized by DETROIT TRANSPORTATION CORPORATION, and not prohibited by Federal law or regulation.

TEXTING WHILE DRIVING DISTRACTED DRIVING

Texting while Driving Distracted Driving- To encourage safety among contractors while conducting business in behalf of DETROIT TRANSPORTATION CORPORATION, DETROIT TRANSPORTATION CORPORATION encourages contractors to adopt and promote texting while driving and distracted driving policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles.

SEATBELT USAGE

To encourage compliance with Federal Executive Order 13043 DETROIT TRANSPORTATION CORPORATION encourages contractors to adopt and promote an on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles.

RECOVERED MATERIALS

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

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.

- 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
- Report A: Equal Employment Opportunity Compliance Report
- Buy America Certification
- Debarment Certification
- Clean Air and Water Certification
- Overall Federal Regulation Compliance Certification

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	

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.

[illegible]

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) *

1. Standard Form 50 (EEO-1) is filed annually on or before the 31 st day of March with the Joint Report Committee, the U.S. Office of Federal Contract Compliance; or the U.S. Equal Employment Opportunity Commission		
Yes: _____	No: _____	*Not applicable: _____
2. Affirmative Action programs pursuant to 41 Code of Federal Registration Part 60-2** have been established and are on file at each establishment.		
Yes: _____	No: _____	*Not applicable: _____
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.**		
Yes: _____	No: _____	*Not applicable: _____

Certification of Compliance with Federal Affirmative Action Requirements

(First Tier Sub-Contractor)

Company Name:_____

Signature:_____

Print Name:_____

Title:_____

Date:_____

** The Federal Register, Tuesday, December 30, 1980, Vol. 45, No. 251, contains the Department of Labor, Office of Federal Contract Compliance Programs, Government Contractors, Affirmative Action Requirements, Final Rule: (41 CFR, Parts 60-1, 60-2, 60-4, 60-20, 60-30, 60-50, 60-60, 60-250, and 60-741).

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.

THE BIDDER/PROPOSER CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE PROPOSER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. LY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

Company Name:_____

Signature:_____

Print Name:_____

Title:_____

Date:_____

Disadvantaged Business Enterprises Certification

Bidder/Proposer certifies the following:

1. The contract to be awarded under this RFP is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *and Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. DTC's FY 2023-2026 overall goal for DBE participation is **5%**. 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 the 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. The 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, contractors 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:

% of Bid Committed to this Firm		It is a [] DBE	
Firm Name			
Contact Name			
Address 1			
Address 2			
City, State		Zip	
Tele		Fax	
Email			

Certified by		Date	
--------------	--	------	--

% of Bid Committed to this Firm		It is a <input type="checkbox"/> DBE	
Firm Name			
Contact Name			
Address 1			
Address 2			
City, State		Zip	
Tele		Fax	
Email			
Certified by		Date	

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

	DBE	MBE	WBE
\$ to be paid to firm(s)			
% of total bid			
Total Participation by DBE			

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.

Firm	DBE	Reasons not selected or declined to participate
Firm Name Contact Name Address City State Zip Fax Email		
Firm Name Contact Name Address City State Zip Fax Email		

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: _____

Guidance Concerning Good Faith Efforts Excerpted from appendix A to 49 CFR Part 26 (Federal Register p. 5145, February 2, 1999)

- 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 participation 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: _____

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 104 or 106)

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: _____

Report A: Equal Employment Opportunity Compliance Report

Bid/Proposal Project Name		
Name of Firm		Employer I.D.
		Number
Address		
City	State	Zip
Independent firm or Owned & Controlled by		
Corporate address of parent / affiliate Company		
Mark the appropriate box for your reporting unit (Mark only one box)	Consolidated Report	Single Establishment Employer Report
	Headquarters Unit Report	Individual Establishment Report (Submit one for each establishment)
	Special Report	
Business Data		
What is the major activity of this establishment (Be specific, i.e., manufacturing steel casings, retail grocer, wholesale plumbing supplies, etc.)		
Include the specific type of product or type of service provided, and the principal business or industrial activity:		
Have all subcontractors been informed of their responsibility to file EEO Compliance Report A	Yes	No
Is an Affirmative Action Plan on file with DTC's Office of Contract Compliance?	Yes	
	No (Plan will be submitted by (date)	

An Affirmative Action Plan is on file with the following Governmental agencies. Please list:											
Employment Data	Employment at this establishment										
	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.										
Job Categories	Establishment			Minority Male				Minority Female			
	GRAND TOTAL Employees	Total Male	Total Female	Black	Asian Pacific	Amer. Indian	Spanish Amer.	Black	Asian Pacific	Amer. Indian	Spanish Amer.
Officials / Managers											
Professionals											
Technicians											
Sales Workers											
Office / Clerical Staff											
Craftsmen (Skilled)											
Operators (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
Journey Workers											
apprentices											
TOTAL											

Employment at this establishment – Report all permanent, temporary, or part-time employees, including apprentices and on-the-job trainees.

Enter the appropriate figures.

Job	Current Workforce						Under- utilization	Estimated Number of Vacancies	Current Goals				Ultimate Goals					
Categories	Total qty	Minority		Female					Minority		Female		Minority		Female			
	Employees	#	%	#	%				#	%	#	%	Year	%	Year	%		
Officials / Managers																		
Professionals																		
Technicians																		
Sales Workers																		
Office / Clerical Staff																		
Craftsmen (Skilled)																		
Operators (Semi-Skilled)																		
Laborers (Unskilled)																		
Service Workers																		
Journey Workers																		
apprentices																		
Total																		

Certification				
Name of authorized official			Title	
Signature			Date	
Contact Name:			Title	
regarding this report				
Address			City	
(number and street)				
State	Zip Code	Area	Tele	Ext.
		Code	Number	
How was information as to race or ethnic group obtained?			Visual Survey	Employment Records
			YES	NO
			YES	NO
Do not write below this line – DTC Only				
Date	Awardable		Signature	Comments
	Yes	No		

**Certificate of compliance with Buy America requirement
for procurement of steel, iron, or manufactured products**

ALTERNATIVE A

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

The Proposer/Bidder hereby certifies that it will comply with the requirements of Section 49 U.S.C. 5323 (j)(1), the applicable regulations in 49 C.F.R. 661, and Section 70914 of the Infrastructure Investment Jobs Act.

Date _____

Signature _____

Company Name _____

Title _____

ALTERNATIVE B

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

The Proposer/Bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323 (j)(1) or Section 70914 of the Infrastructure Investment Jobs Act but it may qualify for an exception to the requirement pursuant to Section 49 U.S.C. 5323 (j)(2), and the applicable regulations in 49 C.F.R. 661.7 or Section 70914 of the Infrastructure Investment Jobs Act

Date _____

Signature _____

Company Name _____

Title _____

Additional Information _____

NOTE: COMPLETE EITHER ALTERNATIVE A OR B - DO NOT COMPLETE BOTH.

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 by in writing by the department or agency entering into this transactions.

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 criminal or civilly charged 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.

THE BIDDER/PROPOSER CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE PROPOSER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. LY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Clean Air and Water Certification

The Bidder/Proposer, by submitting a bid/proposal to DTC in response to the 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: _____

600 – SOLICITATION STATISTICS FORM

Dear Contractor,

As you may be aware, in 2024, the United States Department of Transportation (USDOT) implemented significant changes to the Disadvantaged Business Enterprise (DBE) program, referred to as the 2024 DBE Final Rule. This rule went into effect on May 9, 2024. As part of the 2024 DBE Final Rule, USDOT has expanded reporting requirements to gain a more comprehensive understanding of DBE characteristics, bidding/solicitation practices, utilization, and the overall impact of the program.

To comply with Section 26.11 (c) as amended in 2024, DTC is required to collect, report, and maintain data on companies bidding on contracts or subcontracts. This data will include, but is not limited to, company name, DBE or non-DBE status, fields of work bid, related NAICS codes, etc.

In order to collect this information, DTC will require all bidders/proposers, as well as each of their respective proposed subcontractors, to complete and submit a Solicitation Statistics Form along with their response to DTC's bids or initial proposals for negotiated procurements. Please note that after the contract award, any new subcontractor (DBE or non-DBE) added to the contract will also need to complete and submit the Solicitation Statistics Form as part of the subcontractor approval process.

DTC will use the information gathered from the Solicitation Statistics Form to create a bidder's list and to enter the data into the USDOT designated system, as applicable. This data must be submitted no later than December 1 following the fiscal year in which the relevant contract and/or subcontract were awarded. Please complete the Form X Solicitations Statistics below and submit it with your RFP response.

Procurement

Form X- Solicitation Statistics

DTC is required to create and maintain bidder's statistics for all firms bidding as Prime Contractors and bidding or quoting Subcontracts on USDOT assisted projects per 49 CFR Part 26.11. The primary Bidder/Proposer will be required to make copies of this form for all their intended subcontractors whether DBE or non-DBE. The primary Bidder/Proposer will be required to complete this form for their firm and send copies to each Subcontractor (whether DBE or non-DBE) and require each Subcontractor to complete and submit the completed forms with its subcontract bid documents to the primary Bidder/Proposer. The primary Bidder/Proposer must submit all completed forms with their Bid/Proposal to DTC.

Contract Number:

Contract Name:

Firm Name:

Firm Address Including Zip Code (Office Reporting):

Status as a DBE or Non-DBE (check one. If other please specify):

☐

DBE

☐

Non-DBE/Other

Company Owner(s) Race/Ethnicity and Gender (optional):

Select from the following options

Select from the following options

Annual Gross Receipts of the Firm: (check one):

<input type="checkbox"/>	U.S. \$0 to U.S. \$500,000	<input type="checkbox"/>	U.S. \$500,001 to U.S. \$1Million
<input type="checkbox"/>	U.S. \$1Million to U.S. \$5Million	<input type="checkbox"/>	U.S. \$5Million to U.S. \$10Million
<input type="checkbox"/>	U.S. \$10Million to U.S. \$20Million	<input type="checkbox"/>	U.S. \$20Million to U.S. \$30Million
<input type="checkbox"/>	U.S. \$30Million to U.S. \$40Million	<input type="checkbox"/>	U.S. \$40Million to U.S. \$50Million
<input type="checkbox"/>	U.S. \$50Million to U.S. \$100Million	<input type="checkbox"/>	> \$100Million

Age of the Firm:

NAICS BID CODE INFORMATION

Enter the applicable North American Industry Classification System (NAICS) codes in the designated area below for products and/or services you desire to provide to DTC. Please refer to the NAICS bid code master list at <https://www.census.gov/naics/>.

Enter all applicable NAICS Bid Codes for your business:

Enter all applicable NAICS Bid Codes for each scope for each scope of work your firm seeks to perform under this contract:

Contact Name and Title: _____

Signature: _____

Date: _____