



**CITY OF DETROIT
OFFICE OF CONTRACTING AND PROCUREMENT
REQUEST FOR PROPOSALS**

RFP NO. 184103

(Description)

ISSUE DATE November 7, 2023

PRE PROPOSAL CONFERENCE **Virtual - Thursday, November 16, 2023
@ 11AM**

CONFERENCE

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Bus Viewing **Friday, Nov 17 & Wed, Nov 22 @ 1PM**

5149 St. Jean, Detroit MI ask for William Murphy

QUESTIONS DUE **Tuesday** December 5, 2023 @ 1PM
All questions must be submitted
Via Oracle

PROPOSAL DUE **Monday** December 11, 2023 @ 4PM
DATE Via Oracle

Proposals must be in the actual possession of the Office of Contracting and Procurement at the location indicated on, or prior to the exact date and time indicated above. Late proposals shall not be accepted.



Version as of 6.8.20

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DETROIT DEPARTMENT OF TRANSPORTATION

1. INTRODUCTION

The City of Detroit Office of Contracting and Procurement (OCP) requests proposals from qualified firms to provide transit bus Fare Collection systems and components to be used on the coaches of the Department of Transportation, at the City of Detroit.

2. MINIMUM QUALIFICATIONS

Proposals will only be accepted from those firms demonstrating a minimum of 3 years of experience providing the services requested in the RFP for projects of similar scope and size.

3. ADHERENCE TO TERMS OF PROPOSALS

A proposal once accepted by the City of Detroit, may become a binding contractual obligation of the respondent. The failure of a successful respondent to accept this obligation and to adhere to the terms of the respondent's proposal may result in rejection of the proposal and the cancellation of any provisional award to the respondent.

4. REJECTION OF PROPOSALS

The City of Detroit expressly reserves the right to reject any and all proposals, waive any non-conformity, re-advertise for proposals, to withhold the award for any reason the City determines and/or to take any other appropriate action that is in the best interest of the City.

- A. Protests. Protests can be filed with the Office of Contracting and Procurement and the Detroit Department of Transportation. Interested parties aggrieved by a solicitation or the award of any resulting contract, may file written notice of protest to the following:

**City of Detroit Chief Procurement Officer
2 Woodward Avenue, Suite 1008
Detroit, MI 48226
“Procurement Protest”**

- B. At a minimum, such protests shall include:
- 1) name of protestor;
 - 2) solicitation/contract number and description; and
 - 3) statement of grounds for protest (reference specific text in the solicitation, bid or contract document that is at issue).
- C. Suppliers have the right to protest any aspect of the solicitation, evaluation, or selection process of a City procurement. All supplier protests must be submitted in writing within 5 business days of the bid solicitation, bid due date, and/or award of a City procurement. The Chief Procurement Officer (CPO) or Deputy CPO has the sole authority to respond to and act upon supplier protests.
- D. The decision of the Chief Procurement Officer or Deputy CPO is final and is not subject to appeal. Should the procurement being protested be funded through the Federal Transit Administration, the interested party, upon exhaustion of all administrative remedies may pursue the protest by submitting the protest information to the Federal Transit Administration, Regional Office within five (5) working days of the date when the protestor received the final decision from the City's CPO.

5. BACKGROUND/DESCRIPTION OF ENVIRONMENT

In the past decade, the Detroit Department of Transportation (DDOT) has used various vendors to purchase transit equipment and vehicles. New Flyer has been the chosen bus manufacturer, along

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with Genfare LLC as the chosen manufacturer of farebox collection systems and components over the same period of time. All DDOT garage technicians, and parts warehouse staff, have a general base knowledge of New Flyer and Genfare LLC transit products. The farebox systems shall have a minimum expected life of twelve (12) years from the date of system acceptance, and are intended for their usage by DDOT employees, and various passengers including children, adults, the elderly, and people with disabilities.

6. AWARD CLAUSE

If a contract is awarded as a result of this RFP it will be a City of Detroit Model Services Contract (sample attached). The term of the contract will be for 5 year(s). The City anticipates on or multiple award (s) as a result of the RFP.

7. OPERATIONAL INFORMATION

The Turnkey requirements for this project are for three-hundred 300 Fareboxes, fifth teen (15) Wireless Electronic Fare Modules, and three (3) Printer Encoder Machines. The specifications for these items are included in the following pages of this document. Any bus cards used by DDOT now, or in the future, must be tested and validated by the winning bidder. Additional requirements may also be included in this project in the future, resulting from meetings during and after the bidding process, and agreed upon by both DDOT and the Winning Bidder.

The system must be operable with all farecards used at DDOT.

The respondent is expected to provide service in accordance with the terms of the executed contract and under the rules, regulations, and supervision of the City.

8. SCOPE OF WORK

The turnkey requirements for this project are for **three-hundred 300 Fareboxes, fifteen (15) Wireless Electronic Fare Modules, and three (3) Printer Encoder Machines**. Many of the details of these items are included in the following pages to this specification. All bidders should make an appointment to see the buses, and record measurements to properly design for the installation of the fareboxes and electronic fare modules. The systems shall be manufactured according to the technical literature in this document. All software necessary for the project shall be included by the winning bidder and all software fees shall be paid by the winning bidder for the next 12 years at no charge to DDOT. The farebox system shall include and communicate with all existing DDOT fare Collection systems. In addition, the winning bidder must provide a health monitoring software system to track real time failures.

Turnkey

A turnkey farebox solution typically includes all the necessary hardware, software, and peripherals required for fare collection and management. Including the farebox unit, ticket vending machines, smart card readers, fare validators, data management systems, back-end software, and any other components necessary for the fare collection process to be a complete and ready to use system provided by a winning bidder or contractor, requiring no additional work or modifications from the transit agency. (DDOT)

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The manufacturing and receipt of **three-hundred 300 Fareboxes, fifth teen (15) Wireless Electronic Fare Modules, and three (3) Printer Encoder Machines**, should occur one year after the awarding of the bid, and the bidding process has ended.

Management - The winning bidder shall provide a Project Manager to complete the system acceptance. The assigned Project Manager (Winning Bidder) and DDOT Quality Assurance & Research will manage, test, and perform system acceptance of the new Fare Collection system alongside the Winning bidder.

System Acceptance - The DDOT QAR Office shall coordinate, test, and verify the system acceptance and performance. The system acceptance requirements for this project are included in the following pages of this document. There may be additional acceptance requirements resulting from meetings during and after the bidding process. The requirements must be agreed upon by both DDOT and the Winning Bidder. Examples of those requirements may be inspections, testing, approvals, and signatures.

The farebox system must satisfy and be complying to all Buy America and other FTA criteria.

Fareboxes

The farebox system currently uses a standalone GFI backend, and the physical units can be tracked by serial number. Infrared (IR) probing is used to offload transactional and revenue data. IR Probing and serial number tracking will be duplicated in the new Farebox, but the Farebox shall use the new FARE COLLECTION SYSTEM as the system of record for revenue data, fare collection equipment, health monitoring, and fare transactions.

The BIDDER shall propose a cost-effective replacement Farebox with associated data exchange and vaulting hardware and software systems. This may be a validating or registering farebox but shall meet the following requirements, at a minimum.

Req #	Requirement
1	Farebox systems will satisfy all general design, security, and performance requirements in Section 4, and elsewhere herein.
2	Farebox systems will satisfy all applicable ADA and Title VI requirements described in Section 4.7, Aesthetic Requirements and User Interfaces.
3	Farebox systems shall comply with all applicable City of Detroit safety standards including DDOT operating procedures and practices.

1 Farebox Enclosure Construction

Req #	Requirement
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1-1	Farebox enclosure, mounting pedestals, and any external accoutrements (such as button panels) will be robust and vandal resistant. The enclosure and pedestal design will be submitted for the DDOT's review and approval.
1-2	The cabinet will have a base or mounting pedestal constructed of Grade 316 stainless steel and will accommodate variations in bus design and type. Bases and pedestals for all machines will be sized according to need and direction to be provided by the DDOT at design review.
1-3	The cabinet will provide controlled levels of access to the interior maintenance personnel, revenue servicing personnel and cash processing personnel at the DDOT's servicing facilities, as defined by the DDOT during design review. The locks will be secured locks, programmable to more than one key and approved by DDOT.
1-4	The cabinet will provide, without undue delay, access to authorized personnel equipped with proper keys and individual access code(s) as defined by the DDOT during design review.
1-5	The cabinet will be constructed to provide the best possible protection against vandalism and burglary. Reinforcement will be provided at the positions where there is the possibility of burglary.
1-6	While all outer doors are secured, the machine will remain operational and undamaged after experiencing any impact resulting in a concentrated load of minimum 400 pounds per one square inch to any part of the enclosure.

2 Power Supply and Switches

Req #	Requirement
2-1	The machine will be equipped with a modular, filtered power supply which will be connected to the incoming grounded electrical service and will deliver all of the necessary operating voltages for the machine.
2-2	The Farebox shall have no external power switch. When the vehicle engine starts (i.e., the ignition is turned to "on"), if powered off, the Farebox modules shall commence power-up sequence. While the vehicle engine is running, the Farebox shall remain powered.
2-3	The farebox components will receive power from the 12 or 24 VDC batteries existing on the buses through a circuit breaker assigned to the Farebox. No external convertors or conditioning circuits will be required to permit the Farebox to operate on the battery circuits.
2-4	Indicator lamps will indicate when all aspects of the power supply are functional.
2-5	Overall, the Farebox shall be no more than 39.5" high, 10.4" wide, and 9.5" deep.

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3 Bill Acceptor

Req #	Requirement
3-1	The farebox shall be capable of accepting and counting multiple denominations of paper currency at a minimum \$1.00, \$5.00, \$10.00, and \$20.00 bills. The acceptance slot shall be positioned in the general proximity of the coin insertion area and shall accept paper currency that has been opened to its full area and is inserted lengthwise.
3-2	The accepted denominations shall be configurable.
3-3	The dimensions of the Bill Acceptor slot shall hinder the accidental entry of coins into it. The slot shall be illuminated to permit ease of bill entry in diminished lighting conditions. The mechanism employed to transport the inserted bills shall be positive and not require precise insertion by the passenger. Guide plates or other mechanisms shall be provided to assist in the entry of the bill into the Farebox.
3-4	The Bill Acceptor shall handle without jamming deformed paper currency, (that is, typical "street currency"), including wrinkled, torn, folded, or damp currency.

4 Coin Acceptor

Req #	Requirement
4-1	The Coin Acceptor will accept the following US coins: nickels, dimes, quarters, and post-1978-dollar coins.

Req #	Requirement
4-2	The accepted coins shall be configurable.
4-3	Each coin storage module will be key locked into the machine and will be removable from the machine without tools.
4-4	Any module containing coins will remain secure when removed from the machine; access to money stored in such modules will be granted only with keys available in the designated DDOT Personnel.
4-5	The Coin Acceptor will be electrically and mechanically constructed to fulfill the requirements of this specification. Complete performance and status information will be available locally and remotely at the FARE COLLECTION SYSTEM Backend.
4-6	The Coin Acceptor will minimize coin jams under all operating conditions.
4-7	The Coin Acceptor shall validate a minimum of 10 coins per second using the coin electronic signature at an accuracy rate of no less than 99.5%.
4-8	The Coin Acceptor will include a coin insertion mechanism and a verifier to accept only the specified U.S. coins.

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4-9	The Coin Acceptor will reject and return to the coin return bin unverified, counterfeit, excessively bent, and foreign coins, as well as slugs and other foreign objects.
4-10	The Coin Acceptor will be capable of accepting and discriminating at least six (6) types and denominations of coins.
4-11	Deposited coins will be verified for denomination and validity, based upon their metallic content. Coin verification will be consistent and repeatable.
4-12	The geometry of the coin path and other provisions of the Coin Acceptor will prevent the retrieval of coins by fishing such as with wire or attached thread.
4-13	The Coin Acceptor will meet all coin acceptance rates in the OEM’s published specification, including: <ul style="list-style-type: none"> • Percentage of valid coins accepted upon initial insertion. • Percentage of valid coins accepted in no more than two insertion attempts. • All known counterfeit coins, common slugs, foreign coins, and coins of denominations not accepted by the machine are rejected upon every insertion. The published specifications will be provided to the DDOT during Design Review.
4-14	The Coin Acceptor will not accept coins once the vault has reached the specified percent capacity, which shall be configurable by DDOT.
4-15	Once the vault has reached the configured capacity level, a warning message will be sent to the FARE COLLECTION System.
4-16	If the coin slot is jammed and/or the Coin Acceptor is inoperative, a means shall be provided to permit coins to pass directly from the coin insertion slot to the cashbox, bypassing the Acceptor. Coins processed in this manner should be counted or registered by the Farebox.

4.1 Coin Insertion Slot

Req #	Requirement
4.1-1	The machine will contain a coin insertion slot. The coin insertion slot will be sized to limit the dimensions of inserted material to the largest coin accepted. To minimize jams, the coin slot will also be sized to prevent the simultaneous insertion of two coins.
4.1-2	The coin insertion slot will be robust and scratch resistant and be designed to withstand wear and abrasion for the life of the machine.

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4.1-3	The coin insertion slot will be designed so that liquids entering through the slot flow out of the machine to avoid damage to the machine and its components.
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5 Cashbox

Req #	Requirement
5-1	Each farebox will be equipped with a removable cashbox having a capacity of approximately 1,000 bills.
5-2	The Cashbox will have a capacity no less than 50% of the volume dedicated to bill storage.
5-3	The Cashbox will be self-locking and self-sealing, so that when it is removed from the Farebox, it cannot be opened locally or re-inserted in a Farebox without emptying the contents of the Cashbox through authorized means.
5-4	The Cashbox will be constructed of suitable materials for continuous use as approved by DDOT. The Cashbox will withstand regular removal, replacement, and normal handling without deformation or in any way interfering with the insertion and removal process.
5-5	When a fully loaded Cashbox is dropped from a height of three (3) feet onto a concrete floor on any corner or side, the Cashbox will remain fully operational, will suffer no more than cosmetic damage, will not open, nor will its locking mechanism be impaired.
5-6	The Cashbox will have a handle or handles placed to avoid injury, which provides adequate gloved-hand clearance for easy insertion, removal and carrying.
5-7	When full, the Cashbox will not weigh more than 20 pounds.
5-8	It will not be possible to open the Cashbox while it is installed in the machine, nor will it be possible to install an open or unlocked Cashbox into the Farebox.
5-9	When properly installed in the Farebox, it will be impossible to access monies without damaging the vault in an obvious manner.
5-10	Using sensors or other means, the Farebox will confirm the placement of the Cashbox within the Farebox.

5.1 Cashbox Security

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Req #	Requirement
5.1-1	The Cashbox will be locked into the machine and will be provided with security interlocks to restrict access to monies.
5.1-2	Access to monies will not be possible at any time during maintenance or revenue transfer operations but will only be accessed with a controlled key(s) issued to DDOT-designated cash processing personnel.
5.1-3	Each Cashbox will have a visually and electronically readable method of identification. (ID). The Farebox will automatically read and verify as valid the ID of each inserted Cashbox. This Data will be made available both locally at the Farebox and remotely at the FARE COLLECTION SYSTEM Backend. Real time data sync needed for backend and farebox which will allow real time alerts to be sent to the DDOT electronics team
5.1-4	The Cashbox ID shall track the location of the cashbox from time of insertion to time the contents are removed.
5.1-5	All revenue collected by the cashbox shall be traceable to the Cashbox ID.

7 Data Records and Exchange

Req #	Requirement
7-1	The Farebox will record all revenue data for upload to the FARE COLLECTION System. The FARE COLLECTION System will be the system of record.
7-2	The revenue data record contents will be submitted to DDOT for review and approval during design review.
7-3	The Farebox will be provided with a state of art means of communication to permit high-speed communication for data upload and download between the Farebox, the Garage Computer System and the FARE COLLECTION SYSTEM backend during routine servicing.
7-4	The supplier shall provide an application (currently using Network Manager) to manage the system and collect the NTD data.

8 User Interfaces

Req #	Requirement
8-1	At a minimum, the Farebox will include a 16-button alphanumeric keypad for data entry by the Bus Operator.

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8-2	For the customer, the Farebox will include at least a numeric display of no less than 3 digits with a digit height of ¼” or more. The LED lighted display will indicate the revenue amount inserted by the customer.
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Req #	Requirement
8-3	For the Operator, the Farebox will include a numeric display to indicate monies inserted and appropriate driver information as entered during the login procedure.
8-4	The information displayed for both displays will be reviewed and approved by DDOT during design review.

9 Ticket/Transfer Dispensing Module

The Farebox shall have the capability of accepting a Ticket/Transfer Dispensing Module either when fareboxes are first implemented or later if so desired by DDOT. This module will have the function of printing paper transfer tickets with QR codes and 2D barcodes or magnetic strips for use by customers as a pass or transfer after paying the appropriate fare in cash. This module will be field installed with a minimum of modification to the existing farebox. No modification of the farebox housing will be required. The module will meet the following specifications.

9.1 Transfer Ticket Printing

Req #	Requirement
9.1-1	The Transfer Ticket Media Dispenser will be able to print all alphanumeric characters in both upper and lower case and the standard symbols of the ASCII character set. Printed characters will be produced with a minimum height of 0.12 inches and a maximum height up to 1.0 inch. The approximate height to width ratio of the characters will be 5:3. The printer(s) will be of the direct thermal type, with the flexibility of being programmed to print tickets with the following configurations. Various print sizes on the same ticket Reverse printing (white characters on black background) Composite type over several lines Vertical and horizontal character orientation
9.1-2	The Ticket Dispenser will be capable of printing a variety of information on each transfer/ticket including DDOT-defined 2D barcodes and magnetic strips.
9.1-3	Media print data will be clearly legible. Printing will not degrade the physical condition of the Media. There will be no extraneous marks placed on the Media as a result of the printing operation.
9.1-4	All encoding and printing will be completed within two (2) seconds from start of the print cycle.
9.1-5	DDOT will require occasional Media print format modifications. Such changes will be able to be performed by DDOT employees. Printing format, including information to be printed, print location, orientation, size and font, will be configurable.

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9.1-6	The WINNING BIDDER shall provide the software utilities for adding, changing, and deleting text on Media, passenger display messages, and accounting/registration printouts. The WINNING BIDDER shall demonstrate these software utilities during the machine Functional Tests conducted during the Factory Acceptance Tests.
9.1-7	The BIDDER shall submit a specification and data sheets for the module that could be used as the printer. The model and manufacturer of the module shall be subject to DDOT’s review and approval.

10 Revenue Vaulting System

The BIDDER shall propose a Revenue Vaulting System for the Farebox supplied under this specification.

The vaulting equipment will ensure the secure transfer of revenue from the Cashbox to the Revenue Counting room at the appropriate DDOT Revenue facility. There will be one revenue servicing location, with two mobile vaults at each bus garage servicing fareboxes.

Req #	Requirement
10-1	The WINNING BIDDER shall provide and install a Revenue Vaulting System at each location within a bus garage facility servicing bus fareboxes to include all hardware, software, cabling, and locking mechanisms. The Revenue Vaulting systems for each facility shall include the necessary components to enable the secure removal of all revenues from cashboxes, and permit transfer of these monies for processing.
10-2	The revenue vaulting equipment shall be installed in a convenient location, similar to the present location for Bus service equipment and/or as designated by DDOT.
10-3	The installation shall occur such that current vaulting operations can continue until all buses are converted to the new farebox.
10-4	The WINNING BIDDER shall perform all site and facility modifications required for installation of the vaulting systems, including all physical modifications required.

10.1 Revenue Collection Vault

The revenue collection vault (RCV) shall provide a secure mechanism for emptying the contents of the farebox at the garage.

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Req #	Requirement
10.1-1	The revenue collection vault will have a visually and electronically readable method of identification (ID).
10.1-2	The Revenue Collection Vault structure shall contain the receiver and space for one Mobile Safe.
10.1-3	The RCV shall typically be configured to permit access to the Revenue Collection Receiver and to the Mobile Safe from the same facing side. Alternatively, the Revenue Collection Vault may be installed into a wall so that the receiver operation faces one direction, and the mobile safe unit faces and is removed from the opposite side.
10.1-4	The Revenue Collection Vault shall be permanently installed at the specified locations and shall serve as secure weather resistant housing for the Revenue Collection Receiver and Mobile Safe.
10.1-5	The following operational interlocks and security requirements shall be met so that revenue transfer can begin only when all the following requirements are met: <ul style="list-style-type: none"> • The Mobile Safe is in position. • The Mobile Safe properly locked within the vault enclosure. • The Mobile Safe cash inlet doors are fully open. • The Cashbox has been properly inserted into the receiver. • The Receiver security door is closed and locked
10.1-6	Once the revenue transfer has started, a full transfer cycle must be completed before the cashbox can be removed. The cashbox receiver security door interlock will not lock the door closed nor will the transfer crank operate without a properly inserted cashbox.

Req #	Requirement
10.1-7	When a Mobile Safe is placed in the Revenue Collection Vault, the Mobile Safe enclosure doors will not close and lock until the Mobile Safe is properly positioned in the Revenue Collection Vault and interlocks being satisfied.
10.1-8	All openings to the contents of the Mobile Safe shall be sealed when the cashbox security door is unlocked.
10.1-9	The Mobile Safe shall be removable from its enclosure only after all vault openings are securely closed.
10.1-10	The Revenue Collection Vault enclosure doors may be closed without the presence of a Mobile Safe, however the interlock system shall prevent revenue transfer from the receiver.

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10.1-11	The Revenue Collection System shall retain its security should a jam occur until accessed by authorized personnel. The security procedures and features for overriding the interlock(s) under such conditions shall be detailed at the Preliminary Design Review and shall be subject to Authority approval at Final Design Review.
10.1-12	The revenue collection vault shall provide a means for recording and reporting all activities associated with transferring revenue from the farebox to the vault.
10.1-13	The revenue collection vault shall record the electronic ID of the farebox and associate it with the farebox audit data and the revenue collection vault id and mobile safe id.

10.2 Revenue Collection Receiver

Req #	Requirement
10.2-1	The Revenue Collection Receiver shall have fixed components configured with two separate interior compartments, one for coins and one for dollar bills/tickets.
10.2-2	During the revenue transfer process, the coins from the cashbox shall go into the vault coin compartment while the bills/tickets will remain separated and go into the bill compartment.
10.2-3	The Revenue Collection Receiver shall function so that when the access door is open, the receiver mechanism and operating crank shall be inoperative.
10.2-4	When the access door is closed, the crank may be rotated. This action will lock the receiver access door and open the cashbox.
10.2-5	Continued rotation shall permit the cashbox to be completely opened.
10.2-6	The operating crank shall be secured, and a time delay shall be instituted to afford sufficient time for a complete gravity discharge of the cashbox contents. This time delay shall be factory set for 10 seconds and field configurable by the Authority in one-second increments from 5-15 seconds.
10.2-7	At the completion of the time delay, the crank may be turned to close the cashbox. When the cashbox is completely closed, interlocks shall unlock the access door, permitting the cashbox to be removed

Req #	Requirement
10.2-8	The complete cashbox revenue transfer process shall take no longer than ten (10) seconds time in addition to the time delay period of the discharge timer as configured by the Authority. The period shall start when the access door is locked and shall complete when the access door is released.

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10.2-9	Appropriate indicators shall be provided, at a location adjacent to the receiver door, to signify a “ready” condition and a “process” condition. In the “ready” condition the door may be opened, and a cashbox may be inserted or withdrawn. In the “process” condition, the door is locked, and the revenue transfer operations are taking place.
10.2-10	A mechanical five-digit counter shall be provided, enclosed within the receiver and viewable from the front to indicate the number of complete cycles of the receiver. This counter shall not be capable of being reset from the outside the system.

10.3 Mobile Safe

The Mobile Safe shall provide a secure means for transferring revenue from the garage to the revenue processing facility.

Req #	Requirement
10.3-1	The mobile safe will have a visually and electronically readable method of identification (ID).
10.3-2	The Mobile Safe shall be provided with a high security mechanism and locking system to assure that when removed from the Revenue Collection Vault that all doors providing access to revenue are closed and locked.
10.3-3	When a Mobile Safe is inserted into the vault, provision shall be made to secure it in place so that it can be removed only in an authorized manner.
10.3-4	The key(s) used for this purpose shall be different from any other keys used in the revenue collection process and shall be of the “high security” design.
10.3-5	The Mobile Safe shall have two large revenue discharge doors, each secured by a high security lock. The bill compartment shall be separate from the coin compartment. Coins shall be discharged from the bin by means of gravity utilizing sloped stainless steel bottom surfaces to aid in the process. A removable aluminum internal bin shall permit easy processing of bills in the counting room while the bin is on a counting table.
10.3-6	The Mobile Safe shall accept the separated coins and bills from the receiver and store them in the dual bin compartments. The Mobile Safe shall be removable from the vault structure only in a closed and locked condition. It shall be transported to the counting room or bank where its contents shall be removed by means of security access doors.
10.3-7	The capacity of the bill compartment shall be adequate to hold a total of approximately 10,000 banknotes in “street” condition. The coin compartment capacity shall be not less than \$10,000 based on the Agency’s standard coin mix.

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10.4 Audit Unit

Audit units shall be used for the removal of a single cashbox's contents for the purposes of auditing the revenue against the individual bus data. It is intended that this process shall occur in a secure location such as a money room. Audit Units will not be procured if the design of the Contractor supplied cashbox alternatively provides for the secure removal of cashbox contents as described without the requirement for an Audit Unit or other special fixture. Proposals shall identify the requirement for an Audit Unit.

Req #	Requirement
10.4-1	The Audit Unit shall be designed for desktop use and shall contain the Authority's specific cashbox key securely affixed to the unit.
10.4-2	The upper portion of Audit Unit shall have a cavity to accept a cashbox in a singularly correct position. Interlocks shall be provided to release the transfer mechanism when the cashbox is locked in place within the unit.
10.4-3	The dual compartments within the Audit unit shall be able to hold at minimum the coin and bill capacity of a single Contractor supplied cashbox.
10.4-4	Means shall be provided to permit the easy and rapid extraction of the bills in the same sequence as they fall from the cashbox.
10.4-5	It is desired that the Audit Unit shall be mechanical in nature, requiring no electrical connections for its operations and/or security.

11 Garage Computer System

The Garage Computer System (GCS) shall perform as a store and forward device for all upload and download functions to all buses within all DDOT facilities.

Req #	Requirement
11-1	The GCS shall be designed to run on a robust Intel® platform operating on the latest Microsoft® Windows® Operating System.
11-2	The probe data, audit data and event activity shall be reported to the GCS each time the fare collection system is properly interrogated.
11-3	The fare collection system shall store and maintain all such data until directed by communication from the GCS to delete records
11-4	Critical data, particularly data representing or having cash value, shall be maintained in such a manner to support full recovery in the event of data corruption. Redundant data storage may be required to support this requirement.
11-5	Proposals shall fully describe the processes employed to ensure data integrity, the data audit processes employed, the critical data elements, and shall identify the data assurance level for the designated critical data elements.

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11-6	The FARE COLLECTION SYSTEM and GCS communications shall also support the capability to fully and completely download all fare collection system configuration and application logic programs. It shall not be necessary to replace physical components or electronic chips to accomplish this functional process.
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12 Fixed Wired Data Probe

Fixed wired data transfer units (probes) are controlled and managed directly by the Garage Computer System processor and are cable connected to the associated Garage Computer system.

Req #	Requirement
12-1	A data port shall be provided as an integral part of the fare collection system and shall be positioned to permit easy interface by a probe operator.
12-2	The port shall be protected against the entry of dirt and water by means of a solid membrane.
12-3	A non-contact opto-electrical data transmission means shall be employed to exchange data. If required, it shall have guides to assure proper orientation and alignments.
12-4	The data probe shall use a configurable electronic lock code that will cause the Farebox to unlock its cashbox access door.

12.2 Remote Data Unit Probe (OPTIONAL)

Remote data transfer units (RDU) are controlled and managed by a Garage Computer System. They are designed to operate in a real-time environment to interrogate and facilitate bi-directional exchange of fare collection data by wireless communication process between the fare collection system and the FARE COLLECTION System.

Req #	Requirement
12.2-1	The system shall provide a means of assuring that fare collection units operating within the defined operating range of the system area are polled and updated.
12.2-2	The revenue data retrieved from each system must be traceable to the specific fare collection system.
12.2-3	The system shall not interfere with other data communications paths in use within or near Authority facilities.
12.2-4	The system shall not be subject to interruption, malfunction, failure, or data corruption due to the use of radio frequency other devices including, but not limited to microwave ovens, computers, and radios.

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Req #	Requirement
12.2-5	Alternative data polling and transmission approach, proposals must provide full details on the planned subsystem, showing the technology to be used, OEM, prior use of similar technology for this or similar purposes.

Service Level Agreement:

The vendors must provide a service level agreement to support DDOT’s 24/7 operational needs. This support includes onsite service, service calls, telephone support, and spare part tracking.

Parts Manuals. Parts manuals, including Service Parts List (with OEM Manufacturers and Part numbers), shall be provided to DDOT while submitting the proposal once the chosen bidder is selected.

Training On-site and On-line. *The winning bidder shall provide a minimum of forty (40) hours of operator orientation and Owner’s Manual review for the systems and equipment provided within seven (7) days of system acceptance (contact VMTC Trainer to schedule the user training).*

The winning bidder shall also provide, through the vehicle manufacturer, complete service, diagnostic tools, software along with subscriptions, and repair training classes, CD’s, DVD’s (or other media where available) for five (5) service technicians within 90 days of delivery (contact DDOT Vehicle Maintenance Instructor to schedule the service training).

Although training may be a line item on the Purchase Order, all training shall be conducted by the manufacturer of the vehicles or its authorized training department at no additional cost to the D-DOT.

The Supplier shall provide a complete schedule of classes as required by this Specification within 14 days of issuance of the Purchase Order.

The training of the D-DOT Electronic Repair technicians, if available, must be completed within one (1) year of the initial delivery of the farebox equipment. The training must be conducted in the Detroit metropolitan area.

The farebox equipment shall be delivered with at least five (5) complete sets of system manufacturer’s shop manuals from an approved publisher of shop manuals, or permanent access to other comparable electronic media; Articles shall be in the possession of DDOT within thirty (30) days of system delivery.

The training for each type of farebox system and componentry shall include:

- a. System performance.
- b. Diagnosis and repair of the systems.
- c. Preventive maintenance.
- d. Electrical / Electronics.

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DVD format and / or CDs shall be provided, if available, by the Successful Bidder or manufacturer on the above-related topics. Information on additional training such as, computer software, shall be provided with the bid package.

Refresher training. Refresher training shall be given on an annual basis for the first 3 years at no charge to DDOT.

Administration training. There shall be training on the system for the employees that are in the role of Administrator and Maintenance Technicians.

Customer Support and Project Management. Customer support shall be available at least during regular business hours 8-6pm Monday through Friday. There may be 24hr Weekend support available. If there is a cost associated, the bidder should include the cost in their bid.

Diagnostic tools. There shall be diagnostic tools that are supplied with the farebox systems to help provide maintenance as well as monitor the system as a whole.

Software subscription. All software subscriptions and updates shall be included and provided by the supplier for 12 years at no cost to DDOT.

Fare collection software. All software shall be included with the bus and provided by the supplier at no cost to DDOT.

Health Monitoring. The Farebox and other equipment shall have a software system that monitors the health of the farebox and attached components. The system shall monitor and provide real-time warning for problems or emergencies within the system. The system shall communicate with AVM, Clever Devices, New Flyer, and other software on the bus.

Workmanship (12 months). Workmanship throughout shall conform to the highest standard of commercially accepted practices for the class of work and shall result in a neat and finished appearance. All exposed surfaces and edges shall be smooth, free from burrs and other projections and shall be neatly finished. The Supplier/Bidder shall share responsibility with the manufacturer for the product, which shall be completely assembled at the manufacturer's plant(s).

Service Inspection. There shall be a service Inspection every 6 months provided by the supplier at no charge to DDOT. The on-site service inspection shall go on for a total of 3 years.

Additional Technology Features:

DDOT highly encourages any advanced technologies that DDOT could bring to Detroit residents and the transit system. These additional features are only for informational purposes. The listed items below will not be considered for the evaluation. DDOT would like to know if the bidders can provide any features that are listed below:

- Kiosks that can be in various DDOT facilities can be used to recharge the bus cards.

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- Charge the customer only for the distance driven (the customer should have the ability to tap in and tap out during the trip).

WARRANTY INFORMATION:

Support Required: (For the entire duration of the contract)

Support Category	Description
Technical Support & Call Center	Available as long as a Hardware Warranty or Software Maintenance agreement is in place Available 24 hours a day, 7 days a week, 365 days per year, the Technical Support & Call Center will act as the escalation point for all service requests generated by DDOT
Hardware Warranty	Applies to onboard equipment deployed by the vendor Repair or replacement of faulty hardware components
Software Warranty	Applies to onboard and fixed-end software deployed by the vendor Includes troubleshooting, updates for bug fixes and patches, and upgrades
System Monitoring	Applies to vendor's system software Automated monitoring services for the central systems 24/7 to maintain DDOT operations-via a communication method agreed by DDOT

Deployment:

The vendor deployment to follow standard project management methodology and required to share test cases and test results (SIT, System Integration Testing)

The test case includes:

- All payment acceptance described in the specification (bus pass, card payment, cash payment)
- Data transfer
- Integration with Clever and Hastus Daily Work systems
- Ability to provide linked passenger trip data with our current 4-hour fare system.

The standard minimum warranty shall cover one hundred percent (100%) parts and labor for the period specified, commencing with the delivery and final acceptance of the systems by the Electronics Group of DDOT. If additional warranties are available, the bidder must quote these additional options at the time of bid. The standard warranty on the farebox systems and equipment shall be for a minimum of twelve (12) years.

The Successful Bidder must be able to provide manufacturer's authorized parts and warranty service within the Detroit metropolitan area.

CHANGE ORDERS:

Change orders may be initiated by either DDOT or the contractor. In either case, the formal process begins with a request by DDOT for the contractor to submit a proposal identifying both the scope and

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cost of the proposed change. The request should be detailed enough for the contractor to submit a firm fixed price, or hourly rates on a not-to-exceed basis if the original contract was on a reimbursable-cost basis. Change orders are only allowed upon approval by the Office of Contracting and Procurement.

9. TECHNICAL INFORMATION

Fareboxes with the following features:

Product Dimensions: The maximum space in the bus for the farebox is: 42.5” high x 9.33” wide x 8.83” deep. The fareboxes will be integrated with the fare modules.

Fare Media Acceptance:

MOBILE PAYMENT

- Near Field Communications (NFC) smartphones, applications, contactless smart cards, limited – use smart tickets.
- QR code scanner, capable of reading and validating 2D high-density barcodes, Data Matrix (QR codes) on paper tickets, transfers, and smartphone apps with other popular formats.

SMART CARDS

- Smart cards available in various forms: Tags, key chains, fobs, stickers, watches, and NFC phones.
- All smart cards are ISO 14443 compliant.
- Card type shall also be wireless tap-on and rechargeable.
- Electronic purse and multiple fare products implemented on enhanced security DESfire EV1™ cards. (Or DDOT comparable)
- Thin Ultralight™ or Ultralight C™ thermal coated cards for short-term usage (or DDOT comparable).

MAGNETICS

- Durable 30 mil cards for Period Pass and University ID program.
- Limited use 7 to 15 mil thermal coated cards re-encoded and printed upon usage.

BILLS, COINS AND TOKENS

- Faster processing for improved boarding speed.
- Software configurations available.
- Electronically validates and accepts up to 32 types of coins and tokens. Mobile ticketing.

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Fare Media Issuance:

- Low-cost barcode printing.
- Limited-use smart card dispenser, Magnetic ticket reader and issuer.

Data Transfer:

- Wireless probing for data downloads and list updates.
- Take advantage of existing transit authority Wi-Fi infrastructure or have one provided.
- Infrared probing restricts door opening and cashbox removal to areas under surveillance.

Interface to Third-Party Systems:

- J1708/1587 interface to third-party CAD/AVL system to single point logon, geo-tagging of fare transaction and reporting farebox alarms.
- Provision for 4G and 5G modem.
- Ethernet connection to existing mobile broadband devices.
- RS232 connection with other on-board systems.

Fare Programs Supported:

- Flat fare or zone-based, peak, and off-peak.
- Route or class of service (local, express, shuttle, etc.).
- Electronic purse, multiple products and automatic replenish.
- Automatic switching from active to pending fare tables simplifies fare changes.
- Reduced Fare Program (Details need to be included which includes real time validation of membership)
- Ability to add other promotional fare options as needed
 - Example: Special event pass purchase (discounts)
- Ability to print special fare cards, with batch printing
 - Ability for the application (GFI refers to this as Network Manager), to filter stop-level data.
 - Ability to connect system to Clever and Hastus Devices.
 - Ability to use “tap” function (NFC, rather than RFID)

o Essentially, DDOT want us to require riders to “tap” the farebox when using the Token Transit app.

Wireless Electronic Fare Module with the following features:

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- Sleek and compact design allowing it to fit nearly anywhere on a bus.
- Pole mount or wall mount configurations available.
- Quick and easy Wi-Fi probing communication with Central Data System
- Operator Control Unit compatible through RS232 connection.
- Wireless Connection allows communication between multiple devices.
- Accepts electronic fare media that is purchased from e-Fare and Vendstar series (or DDOT comparable).
- Farebox must provide a real-time health monitoring system to track failures and require maintenance.
- Voice and tone audio indicators for clear messaging to all passengers.
- Seamless integration
- State-of-the-art fare media acceptance including smart cards, mobile payment, barcodes, magnetics, QR code, and tap-on smart cards.
- Anti-pass back features to deter fraudulent fare media use through wireless communication.
- Full integration with all farebox manufactures.
- Ability to transfer any data / details from current and future vendors with the ability to transfer the data history
-
- **Wired & Wireless Communication:**
- Wi-Fi, Bluetooth
- 5G Module
- OCU Interface (RS-232)
- Farebox Interface (RS-485)
- Single Logon Interface (J1708/1587)
- 5.7" Color VGA Display
- Two Button Configuration & Logon
- Voice & Tone Audio Indicators
- Visual Transaction Indicators
- Variable Mounting Hardware
-
- **Product Dimensions:**
- Maximum size not to exceed 11.59" high x 6.10" wide x 3.40" deep.
- Depth including installation racket is 6.82."

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Printing Encoding Machine with the following features:

- Reliable service provided by industrial grade computer, proven smart card and magnetic processors.
- Create, issue, recharge, and query fare media.
- Supports individual card issuance and batch mode.
- Password-protected login for security.
- Roll-fed printer provides receipts and sales reports.
- Versatile system designed for internal and authorized customer service agents that sell, upgrade, replenish and query fare media.
- Equipped for batch issuance of multiple fare media cards such as smart cards and magnetics.
- Software adaptability for new and future products.
- Color touch screen for ease of use.

BASE
MODULE

Weight: 26 lbs. (average)

Depth: 13" Width: 17.625" (average)

Height: 15" standard tilt, 17" full tilt

Angle: 360° monitor swivel

Sales
Functions:

- Initialize new card
 - Recharge existing card
 - Record type of payment
 - Record check number and authorization codes
 - Review card data
 - Batch encoding
 - Void cards
 - Replace lost cards.
- All functionality listed above will be included for tap-on cards as well.

Service and Configuration:

- System status

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- Configuration settings
- Create badges.
- Print reports.

Communications:

- Ethernet
- WIFI configured.
- USB memory stick

If citing specific equipment to be used as part of the process or services, the following must be included: Specifications, Change of Specification, and Errors or Omission. Specifications which refer to brand names are given for reference. Bidders may quote on equivalent articles, provided that brand name and catalog number(s) and any deviations are noted on the bid form and complete descriptive literature is furnished. The decision of the City shall be final.

If any of the terms and conditions prevent you from bidding, or if you wish to request revisions to the specifications, or a change in quantity which will result in a lower unit cost to the City, or get an interpretation, your request will receive consideration if presented to the City as much in advance of bid submission deadline as possible. If any change is found desirable, the City will notify all bidders via the electronic procurement system. Bidders are not permitted to take advantage of any errors or omissions in specifications since full instructions will be given should they be discovered before bid submission date.

Respondents shall provide notice to take exception to any requirements of the Request for Proposals. Such exceptions may reflect negatively on the evaluation of the Proposal.

1. RESPONDENT PERFORMANCE HISTORY

The respondent shall provide the following information:

- a. Identify in detail at least 5 similar projects by name, subject matter, location, respondent's services provided, and the length of time respondent's service were provided on each (use attached reference form).
- b. Identify the respondent's key personnel working on the projects identified in Section a above;
- c. Identify any projects in which the respondent's contract was terminated for any reason;
- d. Identify any claims or lawsuits that have been brought against your organization as a result of any services provided within the last 3 years;
- e. Attach your organization's financial statements (CPA Certified) for the previous three years; and
- f. Provide an organization chart indicating the key personnel who will provide services resulting from this RFP. Also provide a resume for each of the key personnel.

2. EVALUATION CRITERIA

The following criteria will be used to evaluate the proposal, listed in descending order of importance.

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A. Technical Evaluation	Max Evaluation Points
1. Project Approach	
1.1. Proposed fareboxes: provide specifications including size, features, design, future software upgrades.	30
1.2. Proposed additional equipment.	15
2. Service Approach	
2.1 Provide installation plan and milestones.	15
2.2 Provide a working pilot demonstration.	20
3. Past Performance	
3.1 Provide 3 Customer References. Provide contacts for the winning bidder's 3 largest public transit contracts. This includes the fleet size and number of service locations.	10
4. Cost Proposal	
4.1 The reasonableness of the pricing and cost breakdowns as it relates to the level of service offered by the contractor.	10
GRAND TOTAL	100

Maximum points not to exceed One Hundred (100) points.

3. EVALUATION PROCEDURE

Following the receipt of proposals, a City designated Evaluation Committee will evaluate each response. All PROPOSALS, which meet the required format of this RFP, will be evaluated. Any Proposals determined to be non-responsive to the specifications or other requirements of the RFP, including instructions governing submission and format, will be disqualified unless the City determines, in its sole discretion, that non-compliance is not substantial or that an alternative proposed by the Respondent is acceptable. The City may also at its discretion, request oral presentations, make site visits at Respondent’s facility and may request a demonstration of Respondent’s operations. If scheduled, a final determination will be made after oral presentations and/or demonstrations are complete. The City will rank the qualified proposals and may negotiate with some limited number of the highest scored qualified respondents at its sole discretion. A final determination would include the cumulative inputs of this evaluation procedure. All decisions reached by the Evaluation Committee will be by consensus.

4. CONTRACT APPROVAL

Upon contract award, the City and the respondent shall execute a Professional Services Contract, which shall contain all contractual terms and conditions (sample attached). No contract shall become effective until the contract has been approved by the required City Departments and Detroit City Council and signed by the City of Detroit Chief Procurement Officer. Prior to the completion of this approval process, the respondent shall have no authority to begin work under the contract. The Chief Financial Officer shall not authorize any payments to the respondent prior to such approvals; nor shall

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the City incur any liability to reimburse the respondent regarding any expenditure for the purchase of materials or the payment of services.

5. REQUIRED SUBMITTAL INFORMATION

- **All applicable FTA forms.**
- **RFP Pricing Sheet (spreadsheet)**
- **Technical Proposal**
- **Financial Statements**
- **Consolidated Affidavits**
- **Combine certificate of authority**
- **Certificate of Insurance**

If required, the Buy America documentation/certification shall be submitted with the proposal. Failure to submit the Buy America form certification, if required, may be cause for rejection of proposal.

6. SUBMITTAL INSTRUCTIONS

All proposals must be submitted through the Oracle system. Each respondent is responsible for ensuring that its proposal is received by the City on a timely basis. **Faxed or mailed proposals will not be accepted.**

Firms shall not distribute their proposals to any other City office or City employee. Proposals received become the property of the City. The City is not responsible for any costs associated with preparation or submission of proposals. All proposals submitted by the due date will be recorded in the Oracle System. Responses received **will not** be available for review. Proposals received will be subject to disclosure under applicable Freedom of Information Act. An officer of the company authorized to bind the company to a contractual obligation with the City must sign the proposals in the Oracle System. The contact person regarding the proposal should also be specified by name, title, phone number and email address. The successful respondent will receive an award letter. Respondents who are not awarded will receive a notification that the award decision has been made.

7. PREPARATION OF PROPOSAL

The proposal shall include all forms as specified in these instructions. Each proposal shall show the full legal name and business address of the prospective respondent, including street address if different from mailing address, and shall be signed and dated by the person or persons authorized to bind the prospective respondent. Proposals by a partnership or joint venture shall list the full names and addresses of all parties to the joint venture. The state of incorporation shall be shown for each corporation that is a party to the proposed joint venture.

Respondent shall provide notice in its proposal to take exception to any requirement of the RFP. Should a respondent be in doubt as to the true meaning of any portion of this RFP or find any patent ambiguity, inconsistency, or omission herein, the respondent must make a written request for an official interpretation or correction in accordance with the instructions for submitting questions as specified in this RFP.

Respondents are advised that no oral interpretation, information or instruction by an officer or employee of the City of Detroit shall be binding upon the City of Detroit.

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8. REQUIRED CONTENT

Bid responses must include the following content:

Letter of Transmittal

The prospective respondent's proposal shall include a letter of transmittal signed by an individual or individuals authorized to bind the prospective respondent contractually. The letter must state that the proposal will remain firm for a period of one hundred twenty (120) days from its due date and thereafter until the prospective respondent withdraws it, or a contract is executed, or the procurement is terminated by the City of Detroit, whichever occurs first.

Required Clearances and Affidavits

The following clearances and affidavits are required to do business with the City of Detroit. Approved clearances and affidavits are not required to submit a response to the RFP but will be required of the successful respondent prior to City Council approval.

Respondents must submit requests for clearance and affidavits electronically in the Oracle system.

Required Clearances	Required Affidavits
Income Tax Revenue Tax	Slavery Era Hiring Compliance (Job Application) Political Contributions Human Rights

Accuracy and Completeness of Information

All information pertaining to the prospective respondent's approach in meeting the requirements of the RFP shall be organized and presented in the prospective respondent's proposal. The instructions contained in this RFP must be strictly followed.

Accuracy and completeness are essential. Omissions and ambiguous or equivocal statements will be viewed unfavorably and may be considered in the evaluation. Since all or a portion of the successful proposal may be incorporated into any ensuing contract, all prospective respondents are further cautioned not to make any claims or statements that cannot be subsequently included in a legally binding agreement.

In your introduction, please include, at a minimum, the following information and/or documentation:

- A statement to the effect that your proposal is in response to this RFP;
- A brief description of your firm;
- The location of the firm's principal place of business and, if different, the location of the place of performance of the contract;
- A commitment to perform the requested work in accordance with the requirements outlined in this RFP;
- The name and contact information of the of the firm's partner and or manager(s) that will be in charge of this project;
- The firm's financial solvency, fiscal responsibility and financial capability;
- The age of the firm's business and the average number of employees during each of the last three (3) years;
- The firm's current tax status and Federal Employer Identification Number; and
- Evidence of any licenses or registrations required to provide the services under this contract.

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9. REQUIRED FORMAT

To be considered responsive, each proposal must, at a minimum, respond to the following RFP sections in their entirety:

- Overall Scope of Work and Operational Responsibilities;
- Respondents Performance History;
- Proposal Submission Procedure; and
- Certificate of Good Corporate Standing if a corporation. Evaluation of the respondent's proposal will be made in accordance with section 2 (evaluation criteria) of this RFP.

10. REQUIRED COST PROPOSAL

Respondents are requested to make a firm cost proposal to the City of Detroit. If a contract is entered into as a result of this RFP, it will be a contract for fees as related to providing all requested services, with a price not to exceed the total price quoted in the proposal. The City of Detroit reserves the right to select proposals from the most responsible respondents with the most reasonable costs. The City reserves the right to select one or more firms to perform all or separate parts of this function

Indicate the fees you will charge to perform the services on the attached Cost Proposal form (RFP Pricing Sheet)

11. TECHNICAL APPROACH

Present a brief description of procedures to be followed, presented in a form which will best assist the City in evaluating your firm's ability to provide the requested services.

12. QUESTION DEADLINE

All questions regarding the RFP shall be submitted through the Oracle System. The City of Detroit does not guarantee a response to questions not submitted by the question deadline. **Note: No questions/inquiries shall be made to City employees during the solicitation process with the exception of the responsible buyer.**

13. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, as possible, providing a straightforward, concise description of the contractor's ability to meet the requirements of the RFP. Emphasis should be on the completeness and clarity of content.

14. PAYMENT

All properly executed invoices submitted by the successful respondent will be paid in accordance with the applicable City of Detroit Ordinance.

15. ORAL PRESENTATION/DEMONSTRATION

The City reserves the right, at its own discretion, to request Oral Presentations regarding proposals submitted in response to the RFP. Failure to make an oral presentation will be grounds for rejection of your proposal. Proponents will be notified by the Office of Contract and Procurement of the date, time and location for Oral Presentations.

16. ASSIGNMENT

The services to be performed by the respondent shall not be assigned, sublet, or transferred, nor shall the respondent assign any monies due or to become due to him under any contract entered into with the City pursuant to these specifications, without prior written approval of the Office of Contracting and Procurement.

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17. MISCELLANEOUS

It shall be the responsibility of the respondent to thoroughly familiarize themselves with the provisions of these specifications. After executing the contract, no consideration will be given to any claim of misunderstanding.

The respondent agrees to abide by the rules and regulations as prescribed herein by the City as the same now exists or may hereafter from time-to-time be changed in writing.

18. MODIFICATION OF SERVICES AFTER CONTRACT APPROVAL

The City reserves the right to modify the services provided by the respondent awarded a contract. Any modification and resulting changes in pricing shall be made by amendment to the contract by the respondent and the City.

19. BID DEPOSIT & PERFORMANCE BOND (OPTIONAL)

Proposers must submit a bid deposit valid for at least 120 (One Hundred Twenty) days, in the form of a bid bond (City of Detroit form attached) or cashier's check in lieu of a bid bond in the amount of \$0. Checks are to be made payable to the Treasurer of the City of Detroit. The amount of each respondent's bid deposit will be returned to all unsuccessful respondents and the successful respondent upon contract award or rejection of proposals. **FAILURE TO SUBMIT THE BID DEPOSIT SHALL RESULT IN PROPOSAL REJECTION. BID DEPOSITS SUBMITTED IN RESPONSE TO OTHER SOLICITATIONS ARE NOT VALID FOR THIS RFP. THE ORIGINAL, FULLY EXECUTED BID BOND (ON THE CITY'S BID BOND FORM) MUST BE SUBMITTED WITH THE PROPOSAL.**

The successful respondent(s) must furnish a performance bond in the amount of 0% of the contract value specified in the contract (City of Detroit form attached) guaranteeing the completion of the work in accordance with the contract.

20. CHANGES IN FACTS

Proposers shall advise the City during the time the Proposal is open for consideration of any changes in the principal officers, organization, financial ability of, or any other facts presented in the proposal with respect to the proposer or the proposal immediately upon occurrence.

21. CONFIDENTIALITY OF PROPOSALS

Proposals shall be opened with reasonable precautions to avoid disclosure of contents to competing offers during the process of evaluation. Once proposals have been publicly recorded they are subject disclosure as per the requirements of the Michigan Freedom of Information Act.

22. NEWS RELEASE

News releases pertaining to these proposal specifications or the provisions to which they relate shall not be made without prior approval of the City and then only in coordination with the City.

23. CHANGES IN PROPOSAL REQUIREMENTS

The City may make changes to the requirements of this RFP, as it deems necessary. Respondents will be notified via Oracle if any changes are made to the RFP. If changes are made, the City may, at its discretion, extend the time allowed for submission of proposals

24. OFFICE OF THE INSPECTOR GENERAL

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- 33.1** In accordance with Section 2-106.6 of the City Charter, this Contract shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to the Contract has an interest in the Contract and fails to disclose such interest.
- a. This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Contract.
 - b. A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.
 - c. Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor and subcontractor providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.
 - d. In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.
 - e. Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.
 - f. As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.
 - g. In accordance with Section 18-11-1(a) of the Detroit City Code, the City shall solicit offers from, award contracts to, consent to subcontracts with, or otherwise to conduct business with, responsible contractors only. To effectuate this policy, the debarment of contractors and subcontractors from current and/or future City work may be undertaken.
 - h. Therefore, it will be the responsibility of all Contractors to check the list of debarred contractors in the City's website and confirm that neither the Contractor nor the subcontracting company is listed on the City's debarment list and they will not be using the debarred (sub) contractor(s) to conduct any City business.
- 33.10** In accordance with Section 18-11-2 (c) of the Detroit City Code, the Contractor shall report to the Office of Inspector General any improper, unethical or illegal activity or requests made by elected officers of the City, including those acting on their behalf, or any Public Servant in connection with this Contract.

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For purposes of this Article 1

¹ “Public Servant” means the Mayor, members of City Council, City Clerk, appointive officers, any member of a board, commission or other voting body established by either branch of City government or the City Charter, and any appointee, employee or individual who provides services to the City within or outside of its offices or facilities pursuant to a personal services contract.

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FTA - CONTRACT PROVISIONS

Section 1. – Contract Provisions

The funding agencies for this procurement include the United States Department of Transportation (U.S. DOT), Federal Transit Administration (FTA); the State of Michigan, Department of Transportation (MDOT); and, the City of Detroit. Therefore, in addition to the applicable General Conditions, the bidder/contractor shall comply with the following clauses required by FTA, etc. The words, “Purchaser” and “Recipient”, in these clauses shall, as applicable, mean the City.

1.0 ELIGIBLE BIDDERS

Competition for this contract is open to all qualified bidders/contractors.

2.0 SINGLE BID RESPONSE

If only one bid is received in response to the invitation for bids, a detailed cost proposal may be requested of the single bidder/contractor. A cost or price analysis and evaluation and/or audit will be performed of the cost proposal in order to determine whether or not the price quoted is fair and reasonable. If the price quote submitted is **not** deemed to be fair and reasonable, the City of Detroit, at its discretion may reject and re-solicit.

3.0 SUBCONTRACTOR UTILIZATION REQUIREMENTS

A percentage (____%) of the total contract amount, as indicated below, shall be subcontracted to DBE's who have been certified under the Michigan Unified Certification Program by either the DDOT Office of Contract Compliance, Wayne County or MDOT, or who are certified as small businesses (SBA-8a) by the U.S. Small Business Administration. All Contractors are responsible for making a good faith effort in meeting these goals and must document efforts accordingly.

Disadvantaged Business Enterprises (includes Minority, Women-Owned and SBA-8a Businesses).

4.0 CONTRACTOR CHANGES

Any proposed change in this contract shall be submitted to the appropriate Public Body for its prior approval.

5.0 NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

(1) The City 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 of the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

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

6.0 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS (Applicable to all contracts)

(1) 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 C.F.R. 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.

(2) 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) 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.

7.0 ACCESS TO THIRD PARTY CONTRACT RECORDS AND REPORTS **(Applicable to all contracts)**

1. The City is a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i). The Contractor agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to the 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 financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. The Contractor agrees to permit the City to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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3. 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 case the Contractor agrees to maintain same until the City, the FTA Administrator, 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).
4. FTA does not require the inclusion of these requirements in subcontracts.

8.0 CHANGES TO FEDERAL REQUIREMENTS

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this Contract.

9.0 TERMINATION OF CONTRACT (CONTRACTS > \$10,000)

- a. **Termination For Convenience – (General Provision)** The City, may terminate this contract, in whole or in part, at any time by written notice to the contractor when it is in the City's best interest. The contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to the City to be to the contractor. If the contractor has any property in its possession belonging to the City, the contractor will account for the same, and dispose of it in the manner the City directs.
- b. **Termination for Default (Supplies and Services)** 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 City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor specifying the nature of the default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, it is later determined that the contractor had an excusable reason for not performing, such as a strike, fire, flood, events which are not the fault of the contractor, the City, after setting up a new delivery performance schedule, may allow the contractor to continue work, or treat the termination as if the termination had been issued for convenience.

- c. **Opportunity to Cure** - The City in its sole discretion may, in the case of a termination for breach or default, allow the contractor up to ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within 10 calendar days after receipt by the contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the

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right to terminate the contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach - In the event that the City elects to waive its remedies for any breach by the contractor of any covenant, term or condition of this contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

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

f. Termination for Default (Supplies and Services) – 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 provision of this contract, the City may terminate this contract for default, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience of the City.

g. Termination for Default (Transportation Services) - If the contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract, the City may terminate this contract for default. The City 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 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 City's convenience.

h. Termination for Default (Construction) – If the contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the contractor fails to comply with any other provisions of this contract, the City shall terminate by delivering to the contractor a Notice of Termination specifying the nature of the default. In this event, the City 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 City resulting in the contractor's refusal or failure to complete the work within the 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 City in completing the work.

The contractor's right to proceed shall not be terminated not the contractor charged with damages under this clause if;

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1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include: acts of God, acts of the City, acts of another contractor in the performance of a contract with the City, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The contractor, within ten (10) days from the beginning of the delay, notifies the City in writing of the causes of the delay. If in the judgment of the City, the delay is excusable, the time for completing the work shall be extended. The judgment of the City shall be final and conclusive on the parties, but subject to appeal under the disputes clause herein. 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 the City.
 - i. **Termination for Convenience of Default (Architectural and Engineering contracts)** - The City may terminate this contract in whole or in part, for the City's convenience or because of the failure of the contractor to fulfill the contract obligations. The City shall terminate by delivering to the contractor a Notice of Termination specifying the nature, extent, and effective date of 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 City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If the termination is for the convenience of the City, the City 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 City may complete the work by contract or otherwise and the contractor shall be liable for any additional costs incurred by the City. 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 City.
 - j. **Termination for Convenience or Default (Cost-Type Contracts)** – The City may terminate this contract, or any portion of it, by serving notice or termination on the contractor. The notice shall state whether the termination is for convenience of the City 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 them from funds received from the City, or the City 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 City and the parties shall negotiate the termination settlement to be paid the contractor. If the termination is for convenience of the City, the contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the City determines that the contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of or are beyond the control of the contractor, the City, after setting up a new work schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.

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10.0 CIVIL RIGHTS COMPLIANCE (Contracts >\$10,000)

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 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, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 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 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. 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, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 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.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (1) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

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(d) Veteran - Contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

10.01 COMPLIANCE WITH REGULATIONS

The bidder/contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, 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 this contract.

10.2 SOLICITATION FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT

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

10.3 INFORMATION AND REPORTS

The bidder/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 the Recipient or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions.

Where any information is required or a bidder/contractor is in the exclusive possession of another who fails or refuses to furnish this information, the bidder/contractor shall so certify to the Recipient, or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

10.4 SANCTIONS FOR NONCOMPLIANCE

In the event of the bidder's/contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the bidder/contractor under the contract until the bidder/contractor complies, and/or,
- b. Cancellation, termination or suspension of the contract, in whole or in part.

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10.5 INCORPORATION OF FTA PROVISIONS

The bidder/contractor shall include the provisions of paragraphs 10.1 through 10.5 of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The bidder/ contractor shall take such action with respect to any subcontract or procurement as the Recipient or the FTA may direct as a mean of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a bidder/contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the bidder/contractor may request the DDOT to enter such litigation, the bidder/contractor may request the United States to enter into such litigation to protect the interests of the United States.

11.0 DISADVANTAGED BUSINESS ENTERPRISE

(1) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. A contract goal of _____% has been established for this procurement.

(2) The Contractor 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 this 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 DDOT deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(3) Contractors must pay subcontractors for satisfactory performance of their contracts no later than 30 days following the receipt of each payment made by DDOT to the prime contractor. This includes the prompt return of retainage payments from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. DDOT may apply appropriate penalties for failure to comply with these terms and conditions. Any delay or postponement of payment among parties may take place only for good cause, and only with the prior written permission of DDOT. Contractors must include in their subcontracts language providing the appropriate alternative dispute resolution mechanisms to resolve payment disputes. Prime contractors will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(4) The Contractor must promptly notify DDOT's Office of Contract Compliance 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 DDOT's Office of Contract Compliance.

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Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

(5) That 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.

(6) That 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.

Withholding for unpaid wages and liquidated damages - DDOT 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 this section.

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

Veterans Hiring Preference – DDOT and its sub recipients are recipients of federal financial assistance in this contract. The contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5 CFR) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed, or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.”

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12. PROHIBITED INTEREST

(1) No member of, or delegate to, the Congress to the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

(2) No member, officer, or employee of the Public Body or of a local public body during his tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

13.0 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

14.0 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (Contracts > \$25,000)

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are not excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

15.0 BUY AMERICA (Rolling Stock, Construction, and Materials & Supplies Contracts >\$150,000)

Bidders/Contractors shall submit with the bid a completed Buy America Certificate indicating that the Bidder/Contractor will comply with the requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver. Separate requirements for rolling stock are set out at 5323(j) (2) (C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 per cent domestic content.

The Bidder/Contractor shall submit the appropriate Buy America certification with all bids on FTA-funded contracts except those subject to a general waiver. When required, the certificates are attached as Form C-1 and C-2 in herein. Bids or offers that are not accompanied by a completed Buy America certification shall be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

Upon written request to the Secretary, DDOT may request a waiver of the above provisions. Such waiver may be granted if the Secretary determines;

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- 1) That their application would be inconsistent with the public interest;
- 2) That materials for which a waiver is requested are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
- 3) The inclusion of a domestic item or domestic material will increase the cost of the overall project contract by more than 25 per percent.

This clause shall be included in all subcontract in excess of \$150,000.

16.0 BREACHES AND DISPUTE RESOLUTION (Contracts > \$100,000)

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City's Director of the Detroit Department of Transportation ("DDOT"). This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Director of DDOT. 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 Director of DDOT shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

Remedies - Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this Contract will be decided by arbitration if the parties mutually agree to arbitration by entering into an arbitration agreement, or, if the parties do not so mutually agree to arbitration, in a court of competent jurisdiction within the State of Michigan.

Rights and Remedies - The duties and obligations imposed by the Contract 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 City or the 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.

17.0 LOBBYING (Contracts >\$100,000)

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying

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contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City.

18.0 CLEAN AIR (Contracts >\$100,000)

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

19.0 CLEAN WATER REQUIREMENTS (Contracts >\$100,000)

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

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

20.0 CARGO PREFERENCE REQUIREMENTS

(All contracts involving equipment, materials or commodities which may be transported by ocean vessel)

The Bidder/Contractor agrees to:

- A. Use privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separate for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- B. To furnish, within 20 working days following date of loading for shipments originating with the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, Aon-board@commercial ocean bill-of-lading in English for each shipment of cargo described in the paragraph above to the FTA Administrator and the Procuring Agency (through the prime bidder/contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590.
- C. To include these requirements in all subcontracts issues pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

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21.0 FLY AMERICA (All Contracts Foreign Transport or Travel Only)

To comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

22.0 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 DDOT 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 actually 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 actually worked therein: Provided, that the employer's

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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 posted at all times 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.

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(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 assets 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.

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(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** – DDOT 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 DDOT 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

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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

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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 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 actually 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.

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(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.

23.0 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.

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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 therefor 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** – DDOT 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.

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

(a) Bid Security

A bid bond must be issued by a fully qualified surety company acceptable to the City 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 City 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 City. 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 City, 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 City'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

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has been retained by the City as provided in “Instructions To Bidders” section of the IFB, shall prove inadequate to fully compensate the City for the damages occasioned by default, then the undersigned bidder agrees to indemnify the City and pay over to the City the difference between the bid security and the City’s total damages so as to make the City 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 DDOT determines a lesser amount would be adequate for their protection.
2. DDOT 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. DDOT 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 City’s interests.

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

1. DDOT 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 DDOT, 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 DDOT determines that a lesser amount would be adequate for their protection.

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2. DDOT 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. DDOT 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. DDOT shall determine the amount of the advance payment bond necessary to protect DDOT.

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 City shall determine the amount of the patent indemnity to protect the City.

Warranty of the Work and Maintenance Bonds

1. The contractor warrants to the City, 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 City, 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 City, the contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The work furnished must be of 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 City and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to the City. 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 City 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

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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).

25.0 SEISMIC SAFETY (Professional A&E and New Construction Contracts)

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 Seismic Safety Regulations 49 CFR 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.

26.0 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.

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(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.

27.0 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.

28.0 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.

29.0 DRUG & ALCOHOL TESTING (All Transit Operations Contracts)

The contractor agrees to:

- (a) Participate in the DDOT 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.

30.0 PATENT RIGHTS IN DATA AND COPYRIGHT REQUIREMENTS (All Professional Service, Research and Development Contracts)

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

DETROIT DEPARTMENT OF TRANSPORTATION

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government 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.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive 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 in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "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.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by DDOT or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added 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 that 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 the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

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(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree 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 Purchaser or 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. Neither DDOT nor the Contractor shall 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.

(e) 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.

(f) Data developed by DDOT or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that DDOT or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, 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 provided by FTA.

2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e. a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

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

31.0 ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Michigan energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

32.0 CONFORMANCE WITH ITS NATIONAL ARCHITECTURE (All ITS Projects)

National Intelligent Transportation Systems Architecture and Standards. The Recipient agrees to:

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1. Conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23U.S.C. §517(d), as amended by MAP-21, unless it obtains an exemption from those requirements, and
2. Follow:
 - a. FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 Fed. Reg. 1455, January 8, 2001, and
 - b. All other applicable Federal guidance

33.0 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.

34.0 ACCESS TO RECORDS AND REPORTS (All contracts)

34.1 The contractor agrees to provide DDOT, 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 DDOT, 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).

35.0 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

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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.

36.0 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.

37.0 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 City Council. Contact the Contracting and Procurement Specialist for proper procedure.

38.0 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 4220.1F, 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.

39.0 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)].

40.0 PROTECTION OF SENSITIVE SECURITY INFORMATION

Contractor must protect and take measures to ensure that its subcontractors protect sensitive security information made available to contractor during the course of the contract.

41.0 FEDERAL COST PRINCIPLES

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

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42.0 TEXTING WHILE DRIVING DISTRACTED DRIVING

Texting while Driving Distracted Driving- To encourage safety among contractors while conducting business in behalf of DDOT, DDOT 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.

43.0 SEATBELT USAGE

To encourage compliance with Federal Executive Order 13043 DDOT 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.

44.0 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.

45.0 PROMPT PAYMENT SECTION

Prime contractors shall pay subcontractors within five (5) days from receipt of payment from DDOT. They are further required to return funds retained within thirty (30) days after the subcontractor's work is satisfactorily completed.

Clauses requiring prompt payment shall be included in the prime contractor's contracts with subcontractors. Any delay or postponement of payment may only take place for good cause, with prior approval of DDOT. Where there are disputes, prime contractors and subcontractors shall use appropriate Alternative Dispute Resolution (ADR) mechanisms to resolve payment disputes. DDOT will participate in the resolution if necessary.

Failure to carry out prompt payment requirements will be considered as breach of contract, and will cause the following:

- a. DDOT will not reimburse prime contractors for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.
- b. DDOT will not award future contracts to prime contractors who refuse to pay promptly.

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REQUIRED FTA FORMS

Any contract/purchase order resulting from this solicitation shall include the forms indicated below [X]. Proposers/Bidders shall complete the required forms and return them, along with the checklist, with the signed bid/proposal document. Failure to submit the required forms shall be a basis for rejection of your bid/proposal.

- X FORM A - Bidder's Certification Statement
- X FORM B - Amendments/Riders
- X FORM C-1 Buy America Certificate of Compliance or Non-Compliance with 49 USC 5323(j) (1) - (Steel, Iron, Manufactured Products)
- X FORM C-2 Buy America Certificate of Compliance or Non-Compliance with 49 USC 5323(j) (2) (C) – (Rolling Stock)
- X FORM D - Conflict of Interest Certification
- X FORM E - Disadvantaged Business Enterprise Requirements
- X FORM F - Debarment & Suspensions
- X FORM G - Disclosure of Lobbying Activities
- FORM P-1 Bid Bond
- FORM P-2 Performance Bond
- FORM P-3 Payment Bond
- X FORM Q Responsibility of Bidder/Proposer Determination
- X FORM Q-1 Identity of Proposer
- X FORM Q-2 Proposers Representation
- X FORM Q-3 Technical Disclosure
- X FORM Q-4 Financial Disclosure
- X FORM R Certification of Compliance with Drug and Alcohol Policy Testing Program
- X FORM S Verification and Acknowledgment

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FORM A
Page 1 of 4

BIDDER'S CERTIFICATION STATEMENT

The bidder, _____, states
(Complete Legal Name)

1. That the company is or is not (circle one) owned or controlled by a parent company, which owns fifty-one percent (51%) or more of the voting rights and/or assets of the bidder; and that (if there is a Parent company) the complete legal name, main office address, and state of incorporation of said parent company is as follows:

2. If the bidder is a Corporation, it is or is not (circle one) a Michigan Corporation and if not, which State are you registered as a Corporation.

3. That it is aware that its agents, officers, and employees have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with this bid;

4. That it is aware that the work specified herein is to be performed in accordance with the affirmative Action Requirements of these contract documents, and that all of its subcontractors are aware of said requirements and also agree to comply with them;

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FORM A
Page 2 of 4

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

Yes _____ No _____

If a negative response is indicated above, then check "Not Applicable" for A, B, and C below, If a response of "Yes" is indicated above, that it is in compliance with the following Federal Affirmative Action Requirements cited in the Federal Register, Tuesday, December 30, 1980, Vol. 45, No. 251, Department of Labor, Office of Federal Contract Compliance Programs, Government Contractors, 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), and that it will secure documentation of such compliance from its subcontractors

- A. Standard Form 100 (EEO-1) is filed annually on or before the 31st day of March with the Joint Reporting Committee, the U.S. Office of Federal Contract Compliance or with the U.S. Equal Employment Opportunity commission.

Yes _____ No _____ Not Applicable _____

- B. The bidder has participated in previous contracts or subcontract subject to the general obligations of Executive Order 11246, for government contractors and subcontractors contained in Code of Federal Regulations, Part 60.

Yes _____ No _____ Not Applicable _____

- C. The bidder has participated in previous contracts or subcontract 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 _____

DETROIT DEPARTMENT OF TRANSPORTATION

FORM A
Page 3 of 4

6. That it will fully comply with the DBE requirements and will minimally meet and, where possible exceed the requirements for this project.

(Complete Legal Name of Bidder)

(Address of Bidder)

By: _____
(Signature of Bidder or Authorized Representative)

Title

Name of DBE/WBE Liaison

Address of DBE/WBE Liaison

Phone Number of DBE/WBE Liaison

DETROIT DEPARTMENT OF TRANSPORTATION

FORM A
Page 4 of 4

I, _____, Secretary for _____

The bidder, attest to the authority of _____

To execute this bid proposal in behalf of the bidder and the parent company if other than the bidder.

Secretary

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FORM B

Project/ RFQ No.: _____
Project Title: _____

Amendments/Riders

The undersigned acknowledges receipt of the following amendments/riders to the request for quotations (RFQ) or request for proposals (RFP) document:

Amendment/Rider No. _____, Dated _____

Company Name: _____

Authorized Signature: _____

Name: _____
(Print)

Title: _____

Date: _____

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FORM C-1

File Number: _____

Project Title: _____

BUY AMERICA CERTIFICATE OF COMPLIANCE WITH 49 USC 5323(j)(1)

The bidder hereby certifies that it will comply with the requirements of 49 USC 5323(j)(1) and the regulations in 49 CFR Part 661.

Date: _____

Signature: _____

Company Name: _____

Title: _____

DO NOT COMPLETE UNLESS PRODUCT OFFERED DOES NOT MEET THE BUY AMERICA REQUIREMENTS

BUY AMERICA CERTIFICATE FOR NON-COMPLIANCE WITH 49 USC 5323(j)(1)

The bidder hereby certifies that it cannot comply with the requirements of 49 USC 5323(j) (1), but may qualify for an exception to the requirement pursuant to 49 USC 5323(j) (2) (B) or (j) (2) (D) and regulations in 49 CFR Part 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

BA(6/6/00)

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PROPOSER'S FORM

FORM C-2

File Number: _____

Project Title: _____

BUY AMERICA CERTIFICATE OF COMPLIANCE WITH 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date: _____

Signature: _____

Company Name: _____

Title: _____

**DO NOT COMPLETE UNLESS PRODUCT OFFERED DOES NOT MEET THE
BUY AMERICA REQUIREMENTS**

BUY AMERICA CERTIFICATE FOR NON-COMPLIANCE WITH 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

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FORM D

Conflict of Interest and Disclosure Form

1. Information about Bidder. Please answer questions 1A. and 1B. as it relates to yourself.

1A. Contact information:

Last Name: _____ First Name: _____ MI: ____
Title: _____
Company Name _____
Home Address: _____

1B. *Conflicting Interests and Relationships.* In accordance with the Conflict of Interest and Disclosure Policy, please list any interest or relationship that you have that presents a potential Conflict of Interest

1C. Please provide any information that would help to clarify any listed above (use additional pages if necessary).

2. Information about Employee’s Family Members. Please answer 2A and 2B as to your spouse, domestic partner, parent, child, and/or any dependents (“Family Members”).

2A. *Conflicting Interests and Relationships of Family Members.* In accordance with the Conflict of Interest and Disclosure Policy, please list any interest or relationship your Family Members have with any Entity that presents a potential conflict of interest for you (check for each Entity listed the type of interest or relationship that your Family Members have with the Entity).

- Entity Name:
- Council Member
 - Employee
 - Consultant
 - Provider of Goods or services
 - Purchaser of Goods or services

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- Other Describe

2B. Please add any information that would help to clarify any of the above (use additional pages if necessary).

By signing this form you certify the information and any supplemental information herein is complete and accurate to the best of your knowledge; and acknowledge your continuing obligation to complete and submit a new form when there is any significant change in outside activities or related Financial Interests.

Signature: _____ Date: _____

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FORM E
(Page 1 of 22)

DBE AFFIDAVIT

THIS PAGE MUST BE COMPLETED BY NON-DBE PRIME PROPOSER/BIDDER TO INDICATE THE PERCENTAGE OF DISADVANTAGE BUSINESS ENTERPRISE PARTICIPATION.

The undersigned bidder/proposer hereby agrees that the goal established for DBE participation in this project through subcontracting or entering into a joint venture with Disadvantaged Business Enterprise(s) in conformity with the Requirements, Terms, and Conditions of this Attachment is:

_____ % Disadvantaged Business Enterprise (DBE) goal

THIS PERCENTAGE RELATES TO DBE SUBCONTRACTING ONLY AND IS CONSISTENT WITH THE DISADVANTAGED BUSINESS ENTERPRISE STATEMENT LISTED IN THE BID/PROPOSAL FORM.

Additional DBE information will be required for DBE contractors or contractors utilizing DBE firms.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING STATEMENTS IS TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF _____ TO MAKE THIS
(Name of Business Entity)

AFFIDAVIT.

(Name of Business Entity)

State of _____

(affiant) (title)

DETROIT DEPARTMENT OF TRANSPORTATION

DBE AFFIDAVIT

FORM E

THIS PAGE MUST BE COMPLETED BY DISADVANTAGED BUSINESS ENTERPRISE (DBE)
PRIME CONTRACTOR (PROPOSER/BIDDER)

I HEREBY DECLARE AND AFFIRM that I am the _____ and
duly authorize representative of (the firm of): _____ (Title)

(name of corporation or joint venture)

(address)

(Phone No.)

I hereby declare and affirm that I am a Disadvantaged Business Enterprise (DBE) as defined by
DDOT in the specifications for Project No./Bid No. _____, Job
Description _____

and that I will provide information and/or the certification to document this fact.

I do solemnly declare and affirm under the penalties of perjury that tile contents of the foregoing
statements is true and correct, and that I am authorized, on behalf of: _____

(Name of Business Entity) To make this affidavit.

State of _____

(Affiant)

(Title)

DETROIT DEPARTMENT OF TRANSPORTATION

Letter of Intent

FORM E

THIS AGREEMENT IS SUBJECT TO MEDIATION AND CAN BE INITIATED BY THE COMPANIES SIGNED BELOW OR THE OFFICE OF COMPLIANCE

To: Detroit Department of Transportation

Date: _____

Project Name and Number _____

Bid Amount: \$ _____ DBE Goal: _____ %

_____, agrees to enter into a contractual agreement

Prime Contractor

with _____, who will provide the following goods/

DBE Subcontractor

services in connection with the above referenced contract:

for an estimated amount of \$ _____ or _____% of the total contract value.

_____ is currently certified with the Michigan Unified Certification Program to function in the aforementioned capacity.

(DBE Subcontractor)

Prime Contractor

DBE Subcontractor

DETROIT DEPARTMENT OF TRANSPORTATION

FORM E

intend to work on the above-named contract in accordance with the DBE Participation Section of DDOT's RFQ, contingent upon award of the contract to the aforementioned Prime Contractor.

Signed (Prime Contractor)

Signed (DBE Subcontractor)

Printed Signature

Printed Signature

DETROIT DEPARTMENT OF TRANSPORTATION

FORM E

DDOT CERTIFIED DBE SUBCONTRACTING AGREEMENT TERMS

Contractor shall ensure that all subcontracting agreements with DBE Subcontractors and suppliers are clearly labeled “**THIS CONTRACT IS SUBJECT TO MEDIATION**” contain the following terms:

1. _____(DBE Subcontractor/Supplier) shall not delegate or subcontract more than 50% of the work under this subcontracting agreement to any other Subcontractor or supplier without the express written consent of DDOT’s Office of Compliance.

2. _____(DBE Subcontractor/Supplier) shall permit representatives of DDOT’s Office of Compliance, at all reasonable times, to perform 1) audits of the books and records of the Subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontracting agreement. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action or the applicable statute of limitations.

3. Within five (5) business days of execution of this subcontracting agreement, Contractor (prime contractor) and Subcontractor shall designate in writing to the Office of Compliance an agent for receiving any notice required, along with the street and mailing address and phone number of such agent.

The DBE policy of DDOT will be discussed during the Pre-Bid/Pre-Proposal conference. For information, assistance, and/or to receive a copy of DDOT’s Office of Compliance policies and/or governing ordinance, contact the Office of Compliance at 313-833-0159, 1301 E. Warren Ave., Detroit, Michigan 48207, DDOT-DBE@detroitmi.gov

DETROIT DEPARTMENT OF TRANSPORTATION

FORM E

EMPLOYMENT PRACTICE REPORT

Contractor: _____ Date: _____

Address: _____ Phone: _____

City: _____ State _____ ZipCode: _____

Job: _____

Is it the Company's policy to recruit, hire, train, upgrade, promote and decline persons without regard to race, color, religion, sex, national origin or ancestry?	Yes	No
Has responsibility been assigned to develop procedures which will assure that this policy is understood and carried out by managerial, administrative and supervisory personnel?		
If "YES", please indicate the name of the official with this responsibility. Printed Name: _____ Title: _____ Phone: (____) _____ Email Address: _____		
Has the company developed a written affirmative Action Program? If "YES" please forward a copy with this form.		
Have all recruitment sources been notified that the company will consider all qualified applicants without regard to race, color, religion, sex, national origin or ancestry?		
If Advertising is used, does it specify that the company will consider all qualified applicants without regard to race, color, religion, sex, national origin or ancestry?		
Does the company have bargaining agreements with employee organizations? If "YES" have such organizations been notified of the company's responsibility to comply with the Equal Employment Opportunity Clauses and non-discrimination clause as it applies to apprentices and other employees?		
Has the company notified all of its subcontractors of their obligation to comply with the non-discrimination clause?		
Identify Employee Organizations: (Local Union Number) _____ (International) _____		

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**EEO REQUIREMENTS
AFFIRMATIVE ACTION POLICY STATEMENT**

FORM E

(Company) _____ will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin.

(Company) _____ will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, sex, 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 compensations; and selection for training, including apprenticeship.

(Company) _____ 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, creed, color, sex, or national origin.

(Company) _____ will send to each labor union or representative of workers which we have a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the (Company) _____ commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice conspicuous places available to employees and applicants for employment.

(Company) _____ will comply with all provisions of Executive Order 11246 (as amended by Executive Order 11375), Title VII of the Civil Rights Act of 1964 (as amended by the Equal Employment Opportunity Act of 1972), and all state and local laws, rules, and regulations issued pursuant thereto.

Authorized Representative: _____

Company: _____ Date: _____

DETROIT DEPARTMENT OF TRANSPORTATION

**ETHNIC WORKFORCE COMPOSITION REPORT
FOR EMPLOYER CERTIFICATION WORKFORCE**

FORM E

Company name: _____

Address: _____

Bid #: _____

Telephone Number: - - Ext. _____

Email Address: _____

Please note that this data may be obtained by visual survey of post-employment records. Neither visual surveys nor post-employment records are prohibited from Federal, State or local law. All specified data are required to be filled in by law.

Employee Classification	Total No. Employees		White		Black		Hispanic		Other	
	Male	Female	M	F	M	F	M	F	M	F
Official & Managers										
Professional										
Technical										
Office/Clerical										
Craft Workers (Skilled)										
Operative (Semi-skilled)										
Laborers (Unskilled)										
Sales										
Service Workers										
Totals:										

Officer's Signature

Title

Typed or Printed Name

Date

DETROIT DEPARTMENT OF TRANSPORTATION

DETROIT DEPARTMENT OF TRANSPORTATION DESCRIPTION OF JOB CLASSIFICATIONS

FORM E

OFFICIAL, MANAGERS AND SUPERVISORS - Occupations requiring administrative personnel who set broad policies, exercise over-all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: official, executives, middle management, plant managers, department managers and superintendents, salaried foremen who are members of management. Contracting and Procurement Specialists and buyers, and kindred workers.

PROFESSIONALS - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, Librarians, mathematicians natural scientists, personnel and labor relation workers, physical scientist, physicians, social scientist, teachers, and kindred workers.

TECHNICIANS - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through about 2 year of post high school education, such as offered in many technical institutes and junior colleges, or through equivalent on-the-job training includes: draftsmen, engineering aids, junior engineers, mathematical aides, nurses, photographers, radio operators, scientific assistants, surveyors, technical, illustrators, technicians, (medical, dental, electronic, physical sciences), and kindred workers.

SALES WORKERS - Occupations engaging wholly or primarily in direct selling includes: advertising agents and salesmen, insurance agents and brokers, real estate agents and brokers, stock and bond salesmen demonstrators, salesmen, and sale clerks, and kindred workers.

OFFICE AND CLERICAL WORKERS - Includes all clerical- type work regardless of level of difficulty, where the activities are predominantly non manual though some manual work not directly involved with altering or transporting the products is included, includes: bookkeeper, cashiers, collector (bills and accounts), messengers and office carrier personnel, office machine operators, shipping and receiving clerks, stenographers, typists, and secretaries, telegraph and telephone operators, and kindred workers.

WHITE COLLAR TRAINEES - Persons engaged in formal training for official, managerial, professional, technical, sales, office and clerical occupations.

SKILLED AND CRAFTSMEN - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually received an extensive period of training includes: the building trade hourly

DETROIT DEPARTMENT OF TRANSPORTATION

AFFIDAVIT OF PRIME CONTRACTOR

FORM E

To the best of my knowledge, information and belief the facts and representations contained in the aforementioned attached schedules are true, and no material facts have been omitted.

The undersigned will enter into formal agreements with all listed DBE firms for work as indicated by Form 0178 DBE Utilization Plan and will enter into such agreements within (5) business days after receipt of the contract executed by the Detroit Department of Transportation (DDOT).

I solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized on behalf of the Prime Contractor to make this affidavit.

(Name of Prime Contractor – Print or Type)

(Signature)

On this _____ day of _____, 20____ the above signed officer,

(Name of Affiliate)

Personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledge that (s)he executed the same in the capacity stated herein and for the purpose herein contained.

IN WITNESS THEREOF, I hereunto set my hand and seal.

_____ Seal:

My Commission Expires: _____

DETROIT DEPARTMENT OF TRANSPORTATION
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

FORM E

It is the policy of the U.S. DOT that grant recipients comply with Section 101(b) of TEA 21, 23 U.S.C. Section 101 note, current U.S. DOT regulations on DBE participation in U.S. DOT financial assistance program, at 49 CFR Part 26.

1. Contract Goal:

DDOT has specified the following goal for work to be performed on this contract:

_____ % DBE (Disadvantaged Business Enterprise)

2. Discrimination

DDOT's commitment to a specific goal is to meet DBE objectives and is not intended and shall not be used to discriminate against any qualified company or group of companies.

The responsive/ responsible bidder/proposer must meet the following conditions:

- a. Have the necessary equipment, facilities, resources, judgment and skill to perform the tasks specified for the bid proposal
- b. Meet the DBE goal referred to in the bid specification or Request for Proposal or make a Good Faith Effort to attain the goal
- c. Must comply with bid proposal procedures/requirements
- d. Must meet the technical specifications of the project

3. DBE Participation

The responsive/responsible bidder/proposer must submit the following written intent to comply with DDOT's DBE goals:

- a. Names and addresses of certified DBE participating sub-contractors and the work they are to perform (Form 0178)
- b. The dollar value of each proposed certified DBE contract
- c. Documentation of Good Faith Efforts, if applicable (Form 0188)

4. Required DBE Forms

The contractor's commitment to the percentage of certified DBE utilization during the term of this contract will be stated in the DBE Affidavit.

Bidders/proposers must complete and return all applicable forms.

DETROIT DEPARTMENT OF TRANSPORTATION

FORM E

DBE Affidavit (Non-DBE Prime) – must be submitted with the bid/proposal by any non-DBE prime contractor to acknowledge the percentage of DBE participation and indicate intent to comply with the DBE goal.

DBE Affidavit (DBE Prime) – must be submitted with the bid/proposal by all DBE prime contractors to affirm DBE status.

DBE Participation Summary (Form 0178) – must be submitted with the bid/proposal by all prime contractors for all DBE subcontractors. It must contain the information specified in paragraphs 2a and 2b above.

No changes to DBE subcontractors listed and no additional DBE sub-contractors can be provided after bid/proposal openings without DDOTs approval.

Good Faith Efforts (Form 0188) – must be submitted with the bid/proposal by all prime contractors if they have failed to meet the DBE contract goal in full or partially as stated in the bid proposal.

Letter of Intent to Perform as a Subcontractor – must be submitted by the prime contractor with the proposal and signed by DBE subcontractors.

Employment Data Form – defines the makeup of the company's work force and must be filed by every prime contractor on a contract of \$50,000 or more, or with 50 or more employees. This enclosure shall be submitted with the bid/proposal.

5. Joint Ventures

A joint venture is an association of two or more persons, partnership corporations, or any combination thereof, formed to carry on a single business activity that is limited in scope and duration.

If the joint venture is participating in a contract in which DBE goals have been set, then the joint venture must be certified by DDOT's Office of Compliance before award. The DBE component of the joint venture must:

- a. Meet the requirements for DBE as stated in the definitions of 49 CFR Part 26.
- b. Be certified as having at least a 51% share of its ownership, control and management responsibilities, risks and profits in one or more socially and economically disadvantaged individuals.
- c. Be responsible for a clearly defined portion of the work to be performed.

DDOT will count toward its DBE goal a portion of the total dollar value of a contract with a joint venture (eligible under the standards of 49 CFR, Part 26) equal to the percentage of total ownership and controls of the DBE partner in the joint venture.

6. Compliance**1. Certification Agency:**

DDOT reserves the right to accept or reject a firm's certification from other DOT agencies on a case-by-case basis. In making this determination DDOT will evaluate whether the certification was conducted under the standards of 49 CFR Part 26.

To count a minority or woman-owned business' participation toward the goal established for this contract, the firm must be certified as a DBE and perform a "commercially useful function" as defined in 49 CFR Part 26.

7. Good Faith Efforts

To award a contract to a bidder/proposer that has failed to meet the DBE contract goals as stated in that specific contract, DDOT will decide whether the bidder/proposer made a "good faith effort" to actively and aggressively seek DBEs to meet those goals. DDOT, through a Good Faith Efforts Committee, will review the data submitted to decide whether the DBE requirements have been satisfied through good faith efforts as documented on Form 0188. The Good Faith Efforts Committee will consist of the Project Manager, Compliance Manager, the Grants Coordinator and the Procurement Specialist. The kinds of efforts that are considered demonstrative of a "good faith effort" include, but are not limited to the following documented actions pursuant to 49 CFR, Part 26:

Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by DDOT to inform DBEs of contracting and subcontracting opportunities;

Whether the contractor advertised in general circulation, trade association, and minority/women focused media concerning the subcontracting opportunities;

Whether the contractor provided written notice to reasonable number of specific DBEs that their interest in the contract was being solicited in sufficient time to allow the DBEs to participate effectively;

Whether the contractor followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested;

Whether the contractor selected portions of the work to be performed by DBEs to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);

Whether the contractor negotiated in good faith with interested DBEs with adequate information about the plans, specifications, statement of work, and requirements of the contract;

Whether the contractor made efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance required by the recipient or contractor;

DETROIT DEPARTMENT OF TRANSPORTATION

FORM E

Whether the contractor effectively used the services of available minority and women business organizations, minority and women contractor's groups; local, state and federal minority and women business assistance offices; and other organizations that provide assistance to DBEs; and

Whether the prime contractor made efforts to assist interested DBE in obtaining necessary equipment, supplies, materials or related assistance or services.

The Good Faith Efforts Committee will review the documentation submitted under this section to decide whether the DBE requirements have been satisfied through good faith efforts. If the committee is unable to reach a consensus, the decision will be referred to the Department Director for the final consideration. For further guidance concerning good faith efforts, refer to CFR Section 49, Part 26, Section 26.53.

8. Defaulting DBE Subcontractors

A contractor must make a good faith effort to replace a defaulting DBE with another certified DBE. The prime contractor must notify DDOT's Office of Compliance immediately of the DBE's inability to perform and of the intent to obtain a substitute certified DBE. The substitute DBE must receive prior approval by DDOT, and must meet the standards as described in DDOT's DBE plan.

9. Prompt Payment, Section 26.29

Prime contractors shall pay subcontractors within five (5) days from receipt of payment from DDOT. They are further required to return funds retained within thirty (30) days after the subcontractor's work is satisfactorily completed.

Clauses requiring prompt payment shall be included in the prime contractor's contracts with subcontractors. Any delay or postponement of payment may only take place for good cause, with prior approval of DDOT. Where there are disputes, prime contractors and subcontractors shall use appropriate Alternative Dispute Resolution (ADR) mechanisms to resolve payment disputes. DDOT will participate in the resolution if necessary.

Failure to carry out prompt payment requirements will be considered as breach of contract, and will cause the following:

- c. DDOT will not reimburse prime contractors for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.
- d. DDOT will not award future contracts to prime contractors who refuse to pay promptly.

10. Failure to Comply

If DDOT finds that the contractor has failed to comply with the requirements of this attachment, DDOT's Contract Compliance Officer must notify the contractor in writing. The contractor shall immediately take corrective action. If the contractor fails or refuses to comply in the time specified, the Office of Procurement will issue a termination for default.

DETROIT DEPARTMENT OF TRANSPORTATION

11. **Records and Documents**

It is the contractor's responsibility to maintain those records and documents that indicate compliance with this Attachment for three (3) years following the performance of the contract. Those records will be made available at reasonable times and places for inspection upon request by any authorized representative of DDOT, with any other compliance information that such representative may require.

To ensure that stated DBE goals are met by prime contractors, DDOT performs an annual audit of contract payments to DBEs. This audit reviews payments to DBE subcontractors to insure that the actual amount paid to the DBE subcontractors equals or exceeds the dollar amounts stated in Form 0178.

DETROIT DEPARTMENT OF TRANSPORTATION

FORM E

Detroit Department
of Transportation
0178 (06/17)

**DISADVANTAGED BUSINESS
ENTERPRISE (DBE) PARTICIPATION
(SUMMARY)**

Page _____ of _____

Prime contractor must submit this form at the time of bid submittal specifying DBE firms to be used on this project.

Prime contract dollar value: \$ _____



Check this box if the Prime Contractor is a Certified DBE

Check this box if the Prime Contractor is requesting a GFE (Form 0188 or 0188A)

DEPARTMENT'S PARTICIPATION GOAL

% = \$

CONTRACTOR PROPOSED PARTICIPATION

% = \$

LETTING DATE

LETTING ITEM NO.

CONTRACT ID

PRIME CONTRACTOR

PRIME EMAIL ADDRESS

PRIME PHONE

PRIME CONTACT PERSON

NOTE: Each company listed on the following pages must have current DBE certification on file in the designated areas of work with the Department. These pages must be signed by both the DBE and prime contractor and submitted with bid package. Complete a separate following page for each DBE subcontractor. **Current DBE Directories are maintained on MDOT's Web Site: <http://www.michigan.gov/mucp>.**

Supply purchase orders and trucking agreements may count as DBE participation credit as follows: Manufacturer = 100%; Regular Dealer = 60%; Supply Broker = Fee; Trucker = 100%; Truck Broker = Fee.

Subcontracts and/or purchase orders must be submitted to the Buyer before each DBE begins its project work. Should a DBE be unable to fulfill its commitment, the prime contractor must comply with contractual "FTA – Contract Provisions."

List the DBEs for the project. Include their DDOT Vendor Number, NAICS code(s) being performed, and the dollar value of the proposed subcontract or purchase order. If the firm is Supplying as a Regular Dealer, list the 60% amount below. Detailed information shall be provided on the following pages.

DBE NAME	DDOT VENDOR #	NAICS CODE(S)	DOLLAR AMOUNT
DBE NAME	DDOT VENDOR #		DOLLAR AMOUNT
DBE NAME	DDOT VENDOR #		DOLLAR AMOUNT
DBE NAME	DDOT VENDOR #		DOLLAR AMOUNT
DBE NAME	DDOT VENDOR #		DOLLAR AMOUNT
DBE NAME	DDOT VENDOR #		DOLLAR AMOUNT
DBE NAME	DDOT VENDOR #		DOLLAR AMOUNT
DBE NAME	DDOT VENDOR #		DOLLAR AMOUNT
DBE NAME	DDOT VENDOR #		DOLLAR AMOUNT
DBE NAME	DDOT VENDOR #		DOLLAR AMOUNT

Federal regulations require work committed to DBEs may not be performed by others without prior consent by DDOT. DDOT Form 0196 must be completed and fully approved prior to substitution, along with approved participation sheets for the substitute DBE(s). Failure to meet the above requirements may result in sanctions. Please refer to the DDOT DBE Program Procedures for DBE Substitution and CUF requirements. **This is not binding until signed by all parties and approved by the Office of Compliance.**

DETROIT DEPARTMENT OF TRANSPORTATION

FORM E

DDOT 0178 (06/17)

DISADVANTAGED BUSINESS ENTERPRISE Page ____ of ____
(DBE) PARTICIPATION (DETAIL)

<input type="checkbox"/> Check if this is a post-award modification of the original DBE commitment		LETTING DATE	
		LETTING ITEM NO.	
DBE FIRM NAME		CONTRACT ID	
DBE CONTACT PERSON NAME		PRIME CONTRACTOR	
ADDRESS	CITY	STATE	ZIP CODE
DBE PHONE NUMBER	DBE EMAIL ADDRESS		

DBE SUPPLY CREDIT TO BE COUNTED AS (check one): (Must Include cost of delivery for Manufacturers and Regular Dealers)
 BROKER (Count 100% of Broker fees/commissions) ___ Manufacturer (Count 100% of the value of goods supplied)
 ___ REGULAR DEALER (Count 60% of the value of goods supplied) OR ___ REGULAR DEALER / BULK ITEM
 Name all suppliers DBE Supplier will be purchasing items from for this project (if applicable):

Method of Delivery to project site (if applicable): _____

Anticipated Date(s) of Transaction: _____

FOR DBE SUPPLY CREDIT – Form 0178 Must be accompanied by a completed DDOT Form 0193** (Supplier Affidavit)

FULLY DESCRIBE THE TYPE OF WORK OR SERVICE THIS DBE WILL PROVIDE AND APPLICABLE NAICS CODE(S). FAILURE TO PROVIDE ALL RELEVANT INFORMATION WILL RESULT IN THE DELAY OF AWARD.

FOR DBE TRUCKING CREDIT (RJ) – Form 0178 Must be accompanied by a completed DDOT Form 4101** (Trucking Worksheet)

NAICS CODE(S):	DETAILED DESCRIPTION OF WORK BEING PERFORMED (if Applicable – MUST INCLUDE LOCATION(S) OF WORK BEING PERFORMED, MATERIAL TYPE/GRADE/CLASS, QUANTITIES AND PRICE):	DOLLAR AMOUNT FOR DBE CREDIT:

(ADD ADDITIONAL PAGES IF NECESSARY)

TOTAL: \$ _____

ACKNOWLEDGED BY

By signing this commitment, we certify that the DBE firm is DDOT-certified as a DBE. THIS IS NOT BINDING UNTIL SIGNED BY ALL PARTIES AND THE CONTRACT IS AWARDED BY THE PURCHASING DEPARTMENT.

DBE AUTHORIZED SIGNATURE	TITLE	DATE
PRIME CONTRACTOR AUTHORIZED SIGNATURE	TITLE	DATE

** Additional forms for DBE Trucking (4101) and Supply (0193) must be submitted by the Prime Contractor to the Office of Compliance in accordance with DDOT's DBE Program Procedures.

DETROIT DEPARTMENT OF TRANSPORTATION

FORM E

Detroit Department
Of Transportation
0188 (06/17)

CONTRACTOR GOOD FAITH EFFORT APPLICATION

This application is for consideration of a waiver or modification of the DBE contract goal. All supporting documentation and evidence of good faith efforts must be clearly labeled and submitted with this application, as specified below. Without such information, the application will be deemed incomplete and returned without review. The Department reserves the right to discuss the contents of the application with the applicant.

PART A – APPLICANT INFORMATION

APPLICANT NAME				
ADDRESS	STREET	CITY	STATE	ZIP CODE
PHONE NO.	FAX NO.		EMAIL ADDRESS	
CONTACT PERSON			TITLE	

PART B – PROJECT DESCRIPTION

LETTING DATE	LETTING ITEM NO.
CONTRACT ID	JOB NO. & FEDERAL ID
Attach copy of the DDOT Advertisement	
ANTICIPATED START DATE (based on Progress Schedule)	EXPECTED COMPLETION DATE (based on Progress Schedule)

PART C – WAIVER OR MODIFICATION REQUEST INFORMATION

DESIGNATED DBE GOAL REQUESTED DBE GOAL	(Type of Request – Check one only)
_____ % VS _____ %	Pre-award
	Post-award
TOTAL DBE PARTICIPATION DOLLARS BASED ON ADVERTISED DBE GOAL (Total prime Bid \$ * DBE % Goal)	

PART D – PROJECT SUMMARY AMOUNTS

TOTAL PRIME BID	\$
TOTAL DOLLARS COMMITTED TO NON-DBEs (From line 16 below under Non-DBE commitment)	\$
TOTAL DOLLARS COMMITTED TO DBEs (From line 11 below under DBE commitment)	\$
TOTAL DOLLARS NOT COUNTED COMMITTED TO DBE SUPPLIERS (Total paid to DBE suppliers – 60%)	\$
WORK TO BE PERFORMED BY PRIME (Prime Bid – Non-DBE Dollars – DBE Dollars)	\$
PERCENT OF WORK PERFORMED BY PRIME	\$
TOTAL DBE PARTICIPATION REMAINING	\$

PART E – DBEs COMMITMENTS

COMMITTED DOLLARS	DBEs COMMITMENTS (List only DBEs who have executed DBE participation forms (DDOT Form 0178))	TYPE OF WORK QUOTED	STATUS	DATE SUBCONTRACT OR P.O. EXECUTED
1.			DBE	
2.			DBE	
3.			DBE	

DETROIT DEPARTMENT OF TRANSPORTATION

4.			DBE	
5.			DBE	

DETROIT DEPARTMENT OF TRANSPORTATION

DDOT 0188 (06/17)

COMMITTED DOLLARS	DBEs COMMITMENTS (List only DBEs who have executed DBE participation forms attach. Attach DDOT Form 0178 copies)	TYPE OF WORK QUOTED	STATUS	DATE SUBCONTRACT OR P.O. EXECUTED
6.			DBE	
7.			DBE	
8.			DBE	
9.			DBE	
10.			DBE	
11.	Total dollars committed to DBEs		DBE	

PART F – NON-DBE COMMITMENTS

COMMITTED DOLLARS	NON-DBE COMMITMENTS List all non-DBE Subcontractors, truckers, materials/suppliers & other service providers you will use on this project.	TYPE OF WORK QUOTED	STATUS	DATE SUBCONTRACT OR P.O. EXECUTED
1.			Non-DBE	
2.			Non-DBE	
3.			Non-DBE	
4.			Non-DBE	
5.			Non-DBE	
6.			Non-DBE	
7.			Non-DBE	
8.			Non-DBE	
9.			Non-DBE	
10.			Non-DBE	
11.			Non-DBE	
12.			Non-DBE	
13.			Non-DBE	
14.			Non-DBE	
15.			Non-DBE	
16.	Total Dollars committed to Non-DBEs		Non-DBE	

PART G - DBEs QUOTED BUT NOT SELECTED

QUOTED DOLLARS	DBEs WHO QUOTED, BUT WERE NOT SELECTED	TYPE OF WORK QUOTED	REASON NOT SELECTED
1.			<input type="checkbox"/> Quote too high <input type="checkbox"/> Quote not complete <input type="checkbox"/> Other (Please attach explanation)
2.			<input type="checkbox"/> Quote too high <input type="checkbox"/> Quote not complete <input type="checkbox"/> Other (Please attach explanation)
3.			<input type="checkbox"/> Quote too high <input type="checkbox"/> Quote not complete <input type="checkbox"/> Other (Please attach explanation)

DETROIT DEPARTMENT OF TRANSPORTATION

DDOT 0188 (06/17)

4.			<input type="checkbox"/> Quote too high <input type="checkbox"/> Quote not complete <input type="checkbox"/> Other (Please attach explanation)
5.			<input type="checkbox"/> Quote too high <input type="checkbox"/> Quote not complete <input type="checkbox"/> Other (Please attach explanation)
6.			<input type="checkbox"/> Quote too high <input type="checkbox"/> Quote not complete <input type="checkbox"/> Other (Please attach explanation)
7.			<input type="checkbox"/> Quote too high <input type="checkbox"/> Quote not complete <input type="checkbox"/> Other (Please attach explanation)
8.			<input type="checkbox"/> Quote too high <input type="checkbox"/> Quote not complete <input type="checkbox"/> Other (Please attach explanation)
9.			<input type="checkbox"/> Quote too high <input type="checkbox"/> Quote not complete <input type="checkbox"/> Other (Please attach explanation)
10.			<input type="checkbox"/> Quote too high <input type="checkbox"/> Quote not complete <input type="checkbox"/> Other (Please attach explanation)
NUMBER OF DBEs SOLICITED			

All DBEs who quoted, but who were not chosen to work on this contract, are to be included below.

- Attach copies of quotes of all DBEs who quoted but who were not selected.
- Attach copies of quotes from the non-DBEs selected to do work quoted by the DBEs listed below.
- Attach Apples-to-Apples Comparison (Spreadsheet available from OBD).
- Attach copies of proof of payments to DBE's on any other projects mentioned in cover letter.

METHODS USED TO SOLICIT DBE PARTICIPATION FOR THIS PROJECT:

Incomplete applications will be returned without review. Once all required information is submitted, the Compliance Office will review your request.

- Fax (Sample of the fax, transmittal logs identifying each DBE firm solicited based on each fax number and the associated fax transmission stat log(s). Please be sure fax dates are clearly visible)
- Telephone (Telephone log showing the name of each DBE firm contacted, the telephone contact date, and brief notes about each contact, as applicable).
- Mail (Documentation: Include a sample letter and include solicitations which were returned undeliverable)
- E-mail (attach E-mail copy sent and distribution list)
- Website address
- Advertisement placed in/on _____ (attach copy of advertisement(s) referencing specific letting items and dates).
- Attendance at session(s) sponsored by DDOT's DBE program (session name(s)/date(s): _____)
- Other (describe, and if applicable, attach sample copy) _____
- A cover letter describing relevant facts DDOT should consider in making a determination is included.

- The cover letter includes a statement that subcontractors were asked to try to obtain DBE participation as a lower tier subcontractor, and contains the outcome of these efforts.
- For post-award Good Faith Effort Applications, the cover letter details the reasons a post-award modification is needed.
- The cover letter verifies that the Michigan Unified Certification Program (MUCP) Web site was used to identify DBEs who work in the county where the contract is located. The MUCP Web site is located at <http://MDOT270.state.mi.us.8080/ucp/homePageServlet>
- The cover letter indicates whether the contractor cost summary for the respective job was used to help identify DBEs Cost summaries are published on the MUCP Web site and are available upon request from DDOT's Contract Compliance Office.
- Include the first page of the results of your targeted MUCP search using the cost summary and county.

PART H – CERTIFICATION

SIGNATURE (Authorized Representative)	TITLE	DATE

DETROIT DEPARTMENT OF TRANSPORTATION

Please review the application to ensure it is completed in entirety and then submit to: Detroit Department of Transportation, Office of Compliance, 1301 E. Warren, Michigan 48207 Phone: (313) 833-0159, DDOT-DBE@Detroitmi.gov

DETROIT DEPARTMENT OF TRANSPORTATION

DDOT 0188 (06/17)

FORM E

Guidelines for Contractors Submitting a Contract Waiver or Modification

When a Request for Waiver/Modification is submitted, 49 CFR, Part 26, Appendix A, criteria will apply. However, contractors submitting a Waiver/Modification request should be prepared to address and discuss the following criteria/questions with the Good Faith Efforts (GFE) Review Committee members. The information below is not intended to be a mandatory list, nor is it intended to be an exclusive or exhaustive list. The quality, quantity and intensity of good faith efforts are important.

Criteria 1: "Offer of Work"

1. Did the prime contractor offer sufficient amount of work to meet the DBE goal?
2. Did the prime contractor offer work in economically feasible units?
3. Did the prime contractor offer work normally performed with bidders own work force?
4. Did the prime contractor notify qualified DBE firms?
5. Were notified DBE firms in close geographic proximity to the project?

Criteria 2: "Timely Notice"

1. Did the prime contractor send timely written (e-mail/fax) solicitation notices to certified DBE firms?
2. Did the solicitation notice include the following:
 - a. Name and location of project
 - b. Bid date
 - c. Scope of work requested
 - d. Location where DBE's can review plans and specifications
 - e. Date and time to submit quote
 - f. Contact name for technical assistance
 - g. Any special requirements

Criteria 3: "Finance and Bonding Outreach"

1. If requested by the DBE, did the prime contractor provide contacts for possible bonding, insurance and lines of credit?
2. If requested by the DBE, did the prime contractor provide technical assistance in these areas?

Criteria 4: "Prime Contractor Follow-Up"

1. Did the contractor maintain a "follow-up log" from the initial solicitation?
The log must show:
 - a. Type of contact (fax, telephone, e-mail)
 - b. Name of contact person
 - c. Name of DBE firm
 - d. Date and time of DBE contacted
 - e. Response received
 - f. Reason for DBE not bidding project (if applicable)

Criteria 5: "Prime Contractor DBE Program Outreach and Support"

DETROIT DEPARTMENT OF TRANSPORTATION

FORM E

1. Did the prime contractor host DBE informational workshops, attend Detroit Department of Transportation (DDOT) sponsored DBE events; such as networking sessions, DBE conference, DBE/prime contractor meetings, etc.?
2. Did the prime contractor contact minority business organizations about DBE opportunities?

Note: DBE percentages submitted by the three lowest bidders, at time of bid, will be reviewed by the Good Faith Efforts Review Committee members.

DETROIT DEPARTMENT OF TRANSPORTATION

FORM F
Page 1 of 3

DEBARMENT AND SUSPENSIONS

POLICY

Unless otherwise permitted by law, any person that is debarred, suspended, or voluntarily excluded may not take part in any covered transaction, either as a participant or a principal, during the period of debarment, suspension, or voluntary exclusion. Accordingly, DDOT as an FTA recipient, may not enter into any transaction with such debarred, suspended, or voluntarily excluded persons during such period.

A certification process has been established by 49 C.F.R Part 29, as a means to ensure that debarred, suspended or voluntarily excluded persons do not participate in a federally assisted project. The inability of a person to provide the required certification will not necessarily result in denial of participation in a covered transaction. A person that is unable to provide a positive certification as set forth in FTA Circular 4220.1F must submit a complete explanation attached to the certification. FTA will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. Failure to furnish a certification or an explanation may disqualify that person from participating in the project. In addition, each potential contractor for a major third party contract must provide to DDOT, a certification for a primary participant. Each potential third party contractor and subcontractor under a major third party contract must provide to DDOT a certification for lower-tier participant. In general, lower level employees or procurements of less than \$25,000 will not be covered by the certification procedures, except in the case of procurements with individuals that would have a critical influence on or substantive control over the project; nevertheless a participant is not authorized involve a lower employee or enter into a contract of less than \$25,000 with a person actually known by the participant to be debarred, suspended or voluntarily excluded.

DETROIT DEPARTMENT OF TRANSPORTATION

FORM F
Page 2 of 3

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

Bidders/Proposer's Name

_____ certifies to the best of its
knowledge and belief, that it and its principals:

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

**THE BIDDER/PROPOSER _____, CERTIFIES
OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE
STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS
THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE
THERE TO.**

Signature and Title of Authorized Official

The undersigned chief legal counsel for _____ hereby
certifies that the _____ has authority under State and Local law
to comply with the subject assurances and that the certification above has been legally made.

Signature of Applicant's Attorney

DETROIT DEPARTMENT OF TRANSPORTATION

FORM F
Page 3 of 3

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

The Lower Tier Participant (potential subcontractor under a major third party contract), _____, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower-Tier Participant (potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal).

**THE LOWER-TIER PARTICIPANT (POTENTIAL SUBCONTRACTOR UNDER
A THIRD PARTY CONTRACT)
_____, CERTIFIES OR
AFFIRMS THE TRUGHFULNESS AND ACCURACY OF THE CONTENTS OF
THE STATEMENTS SUBMITTED OR WITH THIS CERTIFICATION AND
UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C SECTION 3801 ET
SEQ. ARE APPLICABLE THERETO.**

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under Stats and Local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Applicant's Attorney

Date

DETROIT DEPARTMENT OF TRANSPORTATION

FORM G
Page 1 of 3

DISCLOSURE OF LOBBYING ACTIVITIES

Section 319 of the Fiscal Year 1990 Department of the Interior and Related Agencies Appropriation Act. Public Law 101-121 contains a prohibition on the use appropriated funds for “influencing or attempting influence” federal officials in connection with grants, cooperative agreements or contracts.

The law became effective December 23, 1989 and requires that all FTA grantees and contractors, in order to remain eligible for federal funds, must certify that no federal funds are used to influence federal employee, Members of Congress and Congressional staff regarding specific grants and contracts. The law also requires that contractors who use non-federal funds for lobbying on behalf of specific projects and proposals submit disclosure documentation when these efforts are intended to influence the decision of federal officials. These provisions apply to grants, contracts and cooperative agreements of \$100,000 or more.

The attached Form G “Disclosure of Lobbying Activities” must be completed and submitted to DDOT in order for the bidder to be considered eligible for a contract award.

DETROIT DEPARTMENT OF TRANSPORTATION

FORM G
Page 2 of 3

CERTIFICATION OF RESTRICTIONS ON LOBBYING
(To be submitted with each bid or offer exceeding \$100,000)

I, _____, hereby certify on
behalf of _____ (Name and Title of Contractor's Official)

_____ that:
(Name of Contractor)

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying” 61 Fed. Reg. 1413 (1/19/96), Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

DETROIT DEPARTMENT OF TRANSPORTATION

FORM G
Page 3 of 3

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. A 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. A 1352©(i)-(2)(a), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

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

Signature of Contractor's Authorized Official:

Name and Title of Contractor's Authorized Official:

Date: _____

DETROIT DEPARTMENT OF TRANSPORTATION

FORM P-1

BID BOND CITY OF DETROIT	CONTRACT NO.
PRINCIPAL	DATE OF BID
SURETY	DATE BOND EXECUTED
AMOUNT OF BOND (Express in words and figures)	

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, The Principal above named has submitted to the City of Detroit, Michigan, a municipal corporation, hereinafter called the City, a proposal or bid, dated as shown above, on the above numbered contract.

NOW, THEREFORE, We, the Principal and Surety, bind ourselves to the City in the amount of the bond stated above, that if the above proposal is accepted, the Principal will promptly enter into contract in accordance with the proposal, otherwise the Principal and/or Surety will pay the amount stated above unto the City of Detroit as liquidated damages.

SIGNED AND SEALED on the date indicated above.

- | | |
|-----------------------------|----------------------|
| In Presence of: Witness | Individual Principal |
| 1. _____ as to _____ [L.S.] | |
| 2. _____ as to _____ [L.S.] | |
| 3. _____ as to _____ [L.S.] | |
| 4. _____ as to _____ [L.S.] | |

Attest:	CORPORATE PRINCIPAL _____ BUSINESS ADDRESS _____ BY _____ CORPORATE TITLE _____ AFFIX SEAL
Attest:	CORPORATE SURETY _____ BUSINESS ADDRESS _____ BY _____ CORPORATE TITLE _____ AFFIX SEAL

DETROIT DEPARTMENT OF TRANSPORTATION

FORM P-1

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ secretary of the corporation named as principal in the within bond; that _____ who signed the said bond on behalf of the principal, was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

(**CORPORATE**)

(**SEAL**)

Instructions

1. This form shall be used wherever a Bid Bond is required. There shall be no deviation from this form except as authorized by the Legal Department of the City of Detroit.
2. The surety on the bond may be any corporation licensed by the State of Michigan to act as surety and satisfactory to the City of Detroit.
3. The name, including full name, and business or residence address of each individual party to the bond shall be inserted in the space provided therefore, and each party shall sign the bond with his usual signature on the line opposite the scroll seal.
4. If the principals are partners, their individual names shall appear in the space provided therefore, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bonds as individuals.
5. If the principal as well as the surety is a corporation, the name of the state in which each is incorporated, shall be inserted in the spaces provided therefore, and said instrument shall be executed and attested under corporate seal for each as indicated on the form.
6. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form herein provided. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary under the corporate seal, to be true copies.
7. The date of this bond must not be prior to the date of the instrument in connection with which it is given.

DETROIT DEPARTMENT OF TRANSPORTATION

FORM P-2

1. This form shall be used wherever a performance bond is required under the provisions of Act No. 351 of the Public Acts of Michigan for the year 1972, and the provisions of the City of Detroit Charter. There shall be no deviation from this form except as authorized by the Corporation Counsel of the City of Detroit.

2. The surety on the bond may be any corporation licensed by the State of Michigan to act as surety and satisfactory to the City of Detroit.

The full business name of the corporate surety, business address, and the name of the state in which incorporated shall be inserted in the space provided therefor. The bond shall be executed and attested under corporate seal as indicated on the form.

3. The principal shall be identified by inserting in the space provided therefor the following information according to the principal's legal status, and the bond executed by the principal in accordance with the following requirements.

Individual. The name, including full Christian name, business or residence address, with the recital that the principal is an individual. The bond shall be signed by the individual on the line opposite the scroll seal (L.S.), using the same form of signature as used in the Contract, and the signature duly witnessed.

Individual Doing Business Under an Assumed Name. The name of the individual, business or residence address, with the recital that the principal is doing business under an assumed or trade name, naming it. The bond shall be signed by the individual on the line opposite the scroll seal (L.S.), using the same form of signature as used in the Contract, and the signature duly witnessed.

Copartnership. The names of the individual partners, their business address, with the recital that such individuals are partners composing a firm, naming it. The bond shall be signed on the line opposite the scroll seal by the same partner who signed the Contract, using the same form of signature, and the signature duly witnessed.

Corporation. The full business name of the corporation, business address, with the recital that the principal is a corporation, and the name of the state in which incorporated. The bond shall be signed by an authorized officer of the corporation, followed by his title, and the corporate seal affixed.

The official character and authority of the person executing the bond for the corporation shall be certified by the secretary or assistant secretary, according to the Certificate provided below. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the offices signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

4. The date of this bond must not be prior to the date of instrument in connection with which it is given.

DETROIT DEPARTMENT OF TRANSPORTATION

FORM P-2

PERFORMANCE BOND (See Instructions on Reverse Side)	CONTRACT NO.
PRINCIPAL (Name, and legal status)	DATE OF CONTRACT
SURETY	DATE BOND EXECUTED
AMOUNT OF BOND (Express in words and figures)	

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the City of Detroit, Michigan, a municipal corporation, hereinafter called the City, in the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the City, numbered and dated as shown above and hereto attached, and which shall be deemed a part hereof as fully as if set out herein.

AND WHEREAS, This bond is given in compliance with and subject to the provisions of Act No. 351 of the Public Acts of Michigan, for the year 1972, and the provisions of the City of Detroit Charter.

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the City, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL:	<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> DOING BUSINESS UNDER ASSUMED NAME	<input type="checkbox"/> PARTNERSHIP
NAMES OF ALL PARTNERS	BUSINESS ADDRESS:		
IN PRESENCE OF: WITNESS	PRINCIPAL - INDIVIDUAL/PARTNER-SIGNATURE		
1. _____	AS TO _____	[L.S.]	
2. _____	(5-74) AS TO _____	[L.S.]	

CORPORATION PRINCIPAL		
STATE IN WHICH INCORPORATED	BUSINESS ADDRESS:	
	OFFICER'S SIGNATURE	AFFIX
	TITLE	CORPORATE SEAL

CORPORATE SURETY

DETROIT DEPARTMENT OF TRANSPORTATION

STATE IN WHICH INCORPORATED	BUSINESS ADDRESS:	
	OFFICER'S SIGNATURE	AFFIX
	TITLE	CORPORATE SEAL

DETROIT DEPARTMENT OF TRANSPORTATION

FORM P-3

PAYMENT BOND

CONTRACT NO.

PRINCIPAL (Name, and legal status)	DATE OF CONTRACT
SURETY	DATE BOND EXECUTED

AMOUNT OF BOND (Express in words and figures)

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the City of Detroit, Michigan, a municipal corporation, hereinafter called the City, in the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

AND WHEREAS, This bond is given in compliance with and subject to the provisions of Act No. 213 of the Public Acts of Michigan for the year 1963, as amended, and/or the provisions of the City of Detroit Charter and the City of Detroit Code.

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the City, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL: ___ INDIVIDUAL ___ DOING BUSINESS UNDER ASSUMED NAME ___ PARTNERSHIP

NAMES OF ALL PARTNERS:	BUSINESS ADDRESS:
IN PRESENCE OF: WITNESS	PRINCIPAL - INDIVIDUAL/PARTNER-SIGNATURE

1. _____ AS TO _____
2. _____ AS TO _____

DETROIT DEPARTMENT OF TRANSPORTATION

FORM P-3

CORPORATION PRINCIPAL

STATE IN WHICH INCORPORATED	BUSINESS ADDRESS:	
EXECUTE CORPORATE CERTIFICATE ON REVERSE SIDE	OFFICER'S SIGNATURE _____ TITLE	AFFIX CORPORATE SEAL

CORPORATE SURETY

STATE IN WHICH INCORPORATED	BUSINESS ADDRESS:	
ATTEST:	OFFICER'S SIGNATURE _____ TITLE	AFFIX CORPORATE SEAL

DETROIT DEPARTMENT OF TRANSPORTATION

FORM P-3

INSTRUCTIONS

1. This form shall be used wherever a payment bond is required under the provisions of Act No. 213 of the Public Acts of Michigan for the year 1963, as amended, and/or the provisions of the City of Detroit Charter and the City of Detroit Code. There shall be no deviation from this form except as authorized by the Corporation Counsel of the City of Detroit.

2. The surety on the bond may be any corporation licensed by the State of Michigan to act as surety and satisfactory to the City of Detroit.

The full business name of the corporate surety, business address, and the name of the state in which incorporated shall be inserted in the space provided therefor. The bond shall be executed and attested under corporate seal as indicated on the form.

3. The principal shall be identified by inserting in the space provided therefor the following information according to the principal's legal status, and the bond executed by the principal in accordance with the following requirements:

Individual. The name, including full christian name, business or residence address, with the recital that the principal is an individual. The bond shall be signed by the individual on the line opposite the scroll seal (L.S.), using the same form of signature as used in the Contract, and the signature duly witnessed.

Individual Doing Business Under an Assumed Name. The name of the individual, business or residence address with the recital that the principal is doing business under an assumed or trade name, naming it. The bond shall be signed by the individual on the line opposite the scroll seal (L.S.), using the same form of signature as used in the Contract, and the signature duly witnessed.

Co-partnership. The names of the individual partners, their business address, with the recital that such individuals are partners composing a firm, naming it. The bond shall be signed on the line opposite the scroll seal by the same partner who signed the Contract, using the same form of signature, and the signature duly witnessed.

Corporation. The full business name of the corporation, business address, with the recital that the principal is corporation, and the name of the state in which incorporated. The bond shall be signed by an authorized officer of the corporation, followed by his title, and the corporate seal affixed.

The official character and authority of the person executing the bond for the corporation shall be certified by the secretary or assistant secretary, according to the Certificate provided below. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I _____, certify that I am the _____
of the corporation named as principal in the within bond; that _____,
who signed the said bond on behalf of the principal, was then _____ of said
corporation; that I know his signature and his signature thereto is genuine and that said bond was duly
signed and the corporate seal affixed for and in behalf of said corporation by authority of its governing body.

DETROIT DEPARTMENT OF TRANSPORTATION

FORM Q
Page 1 of 2

INSTRUCTIONS
RESPONSIBILITY OF BIDDER/PROPOSER

1. All Bidders/Proposers submitting a Bid/Proposal must complete and submit with its Bid/Proposal the attached “Q” Forms. If required for Request for Quote (RFQ), the apparent low bidder shall receive written notification requesting submission of Forms Q-3 and Q-4. Completed Forms Q-3 and Q-4 shall be submitted to the DDOT Purchasing/Contract Administration Division Office within 10 calendar days of the request.

2. Please state “not applicable” in questions clearly not applicable to Bidder/Proposer in connection with this solicitation. Do not omit any question. If any representation is not accurate and complete to the time Bidder/Proposer signs the “Q” Forms, Bidder/Proposer must, as a part of its Bid/Proposal, identify the provision and explain the reason in detail in the space provided below. If additional space is needed, add additional sheet(s) to the “Q” Forms. If this space is left blank, Bidder/Proposer shall be deemed to have represented and warranted the accuracy and completeness of the representations on these Forms:

3. All information must be legible.

4. Completed forms must be signed by a partner (if partnership), a duly authorized officer or individual (If a corporation), or a principal (If a sole proprietorship).

5. The term “Proposer” includes the term “Bidder” and also refers to the firm awarded the Contract. The term “Proposal” includes the term “Bid”.

6. If during the performance of the Contract either of the following occurs, the Bidder shall promptly give notice of the situation, in writing, to the DDOT Procurement Manager, and cooperate with DDOT’s review and Investigation of such information.
 - i) Proposer has reason to believe that any representation or answer to any question contained in the “Q” Forms was not accurate or complete at the time the Forms were signed; or

DETROIT DEPARTMENT OF TRANSPORTATION

FORM Q
Page 2 of 2

- ii) Events occur or circumstances change so that an answer to any question in Part IV is no longer accurate or complete.

In the DDOT's sole discretion, the following shall constitute grounds for DDOT to take remedial action, up to and including immediate termination of the Contract for convenience without payment for profit and overhead for work not performed, if, i) Proposer fails to notify the DDOT's Procurement Manager as required by "6" above; ii) Proposer fails to cooperate with DDOT's request for additional information as required by "6" above.

- 7. DDOT reserves the right to inquire further with respect to the Proposer's responses; and Proposer consents to such further inquiry and agrees to furnish all relevant documents and information as requested by DDOT. Any response to this document prior or subsequent to the Proposer's Proposal which is or may be construed as unfavorable to the Proposer will not necessarily automatically result in a negative finding on the question of Proposer's responsibility or a decision to terminate the Contract if it is awarded to Proposer.

DETROIT DEPARTMENT OF TRANSPORTATION

FORM Q-1

Page 1 of 5

IDENTITY OF PROPOSER

1. Proposer's Full Legal Name: _____

2. The Proposer represents that it operates as the following form of legal entity:
(Check whichever applies and fill in any appropriate blanks.)

9 an individual or sole proprietorship

9 a general partnership

9 a limited partnership

9 a joint venture consisting of: _____
and _____

(List all joint ventures on a separate sheet, if this space is inadequate.)

9 a non-profit organization

9 a corporation organized or incorporated under the laws of the following
state or country:

_____ on the following date: _____

3. Proposer's federal taxpayer identification number: _____

DETROIT DEPARTMENT OF TRANSPORTATION

FORM Q-1
Page 2 of 5

4. Proposer's legal address: _____

Telephone Number: (____) _____ Fax Number: (____) _____

5. Proposer's local or authorized point of contact address:

Name: _____ Title: _____

Address: _____

Telephone Number: (____) _____ Fax Number: (____) _____

6. a. If Proposer is a corporation, has the Certificate of Incorporation been previously filed with the Detroit Department of Transportation?

_____ YES _____ NO If answer is "NO", attach a certified copy.

b. Attach a certified copy of the By-Laws and Resolution of the Corporation giving the names and titles of the corporate officers other than President, as well as non-officer employees, who are authorized to sign contracts, bonds, bills of sale and other legal instruments in connection with the Contract, if the same have not been previously filed.

c. If a foreign corporation, has proof of authority to transact business in the State of Michigan been previously filed with the Detroit Department of Transportation?

_____ YES _____ NO If answer is "NO", attach a certified copy.



FORM Q-1

Page 3 of 5

In the event that any of Proposer's previous submissions to DDOT in response to the above (questions a-c) no longer represent the Proposer's current corporate status, Proposer must attach a certified copy of any documents amending its previous submissions.

7. a. How long has the Proposer been in business? _____

b. Have Proposer's major shareholders, officers or principals been in business under another name? If so, identify name and dates used.

c. How many years experience as a prime contractor/consultant? _____

d. How many years' experience as a subcontractor/sub-consultant?

8. If your firm considers itself to be an MBE, WBE or DBE, then within the past three years has the Proposer had any MBE, WBE, or DBE certification certification) revoked or, if you made application for such certification during such period, was same denied?

_____YES _____NO If answer is "NO", attach a certified copy

9. List below the names, business addresses, titles, and telephone numbers of the following people: if a corporation, identify the president, executive officers, and any other officers directly responsible for this Proposal; if a partnership, identify the partners directly responsible for this Proposal; or, if another form of business entity, identify the principals directly responsible for this Proposal.

Name:

Title:

Address:

Phone Number: () _____

Name:

Title:

Address:

Phone Number: () _____

Name:

Title:

Address:

Phone Number: () _____

Name:

Title:



Address: _____

Phone Number: () _____

Name: _____

Title: _____

Address: _____

Phone Number: () _____

Authorized Signature

Date

Printed Name

Title

Phone

UNSIGNED BIDS/PROPOSALS CANNOT BE CONSIDERED.

RFQ/Project Number: _____
Project Title: _____

PROPOSER'S REPRESENTATION

1. By submission of this Proposal, the undersigned, and each person signing on behalf of the undersigned, certifies that in the case of a joint proposal each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
 - a. the prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
 - b. unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the undersigned prior to opening, directly or indirectly, to any other proposer or to any competitor prior to the closing date for proposals;
 - c. no attempt has been or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition;

A Proposal shall not be considered for award nor shall any award be made where a, b, and c, above, have not been complied with provided, however, that if in any case the Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the Proposal a signed and notarized statement which sets forth in detail the reasons therefore.

Where a, b, and c, above, have not been complied with, the Proposal shall not be considered for award nor shall any award be made unless the DDOT Procurement Manager, or his/her designee, determine that such disclosure was not made for the purpose of restricting competition.

The fact that a Proposer (i) has published price lists, rates, or tariffs covering items being procured; (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items; or (iii) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of a, b, and c above.

2. It is the Department of Transportation's (DOT) policy to award contracts to only those offerors whose objectivity is not impaired because of any related past, present, or planned interest, financial or otherwise, in organizations regulated by DOT or in organizations whose interests may be substantially affected by Departmental activities.
- a. No appointed or elected official, member or other officer or employee of the City of Detroit, during the performance of this Contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof, has been or will be offered or given any tangible consideration in connection with this Proposal/Contract
- b. Proposer covenants that neither Proposer nor, to the best of the Proposer's knowledge after diligent inquiry, any director, officer, owner or employee of the Proposer has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the faithful performance of the Contract hereunder.
- c. In the event Proposer has no prior knowledge of a conflict of interest as set forth in "a" and "b" above and hereafter acquires information which indicates that there may be an actual or apparent violation of any of the above, Proposer shall promptly bring such information to the attention of the DDOT Materials Manager. Proposer shall thereafter cooperate with DDOT's review and investigation of such information, and comply with any instruction it receives from the DDOT Materials Manager in regard to remedying the situation.
3. The following statements apply to any proposal or contract between Proposer and the City of Detroit: (In the event of a "Yes", DDOT reserves the right to inquire further with respect thereto.)
- a. Statement b thru o below also apply to i) Proposer's Parent, subsidiaries and affiliates (if any), ii) any joint venture, including its individual members and any other form of partnership (including its individual members) which includes: Proposer or Proposer's parent, subsidiaries, or affiliates; iii) Proposer's directors, officers, principals, and managerial employees and any person or entity with a 10% or more interest in Proposer; iv) any legal entity controlled, or 10% or more of which is owned by Proposer, or by any director, officer, principal, or managerial employee of Proposer, or by any person or entity with a 10% or more interest in Proposer; or v) any parent, subsidiary or affiliate of any legal entity controlled, or 10% or more of which is owned by Proposer, or by any director, officer, principal or managerial employee of Proposer, or any person or entity with a 10% or more interest in Proposer.
- b. Has the Proposer been declared not responsible? (Check "Yes" or "No", as appropriate.)
Yes () No ()
- c. Has the Proposer been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting?
Yes () No ()

d. Has the Proposer been a defaulter, as principal, surety or otherwise.

Yes () No ()

e. Has the government or other public entity requested or required enforcement of any of its right under a surety agreement on the basis of a Proposer default or in lieu of declaring Proposer in default. (Check "Yes" or "No", as appropriate.)

Yes () No ()

f. Is the Proposer in arrears upon a contract or debt. (Check "Yes" or "No", as appropriate.)

Yes () No ()

g. Are there any proceedings pending relating to Proposer's responsibility, debarment, suspension, voluntarily exclusion or qualifications to receive a public contract. (Check "Yes" or "No", as appropriate.)

Yes () No ()

h. List the name and address of each person or legal entity which has a 10% or more ownership or control interest in Proposer (attach additional pages as needed).

i. Has been convicted by plea or verdict of guilty of, or pleaded nolo contendere to, a misdemeanor or felony in any federal, state or local court. (Check "Yes" or "No", as appropriate.)

Yes () No ()

j. Having pending any state or federal grand jury or court an indictment or information for the commission of a crime which has not been favorable terminated. (Check "Yes" or "No", as appropriate.)

Yes () No ()

k. is the subject of any pending investigation by any grand jury, commission, committee or other entity or agency or authority of any state or the federal government in connection with the commission of a crime. (Check "Yes" or "No", as appropriate.)

Yes () No ()

l. Is currently disqualified from selling or submitting bids/proposals to or receiving awards from or entering into any contract with any federal, state or local government entity, any public authority or any public entity. (Check "Yes" or "No", as appropriate.)

Yes () No ()

FORM Q-2

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m. Within the past five years, has refused to testify or to answer and question concerning a bid or contract with any federal, state, or local government entity, any public authority or other public entity when called before a grand jury or other committee, agency or forum which is empowered to compel the attendance of witnesses and examine them under oath, upon being advised that neither the person's statement nor any information or evidence derived from such statement will be used against that person in any subsequent criminal proceeding. (Check "Yes" or "No", as appropriate.)

Yes () No ()

n. Is currently disqualified from selling or submitting a bid to, or receiving an award from, or entering into public entity or public authority within the State of Michigan because, within the past five years, such entity or person refused to testify or to answer any relevant question concerning a transaction or contract with the State of Michigan, any political subdivision of the State of Michigan, or a public authority or a public department, agency or official of the State of Michigan or of a political subdivision of the State of Michigan, when called before a grand jury or other state or local department, commission or agency which is empowered to compel the attendance of witnesses and examine them under oath, upon being advised that neither that person's statement nor any information or evidence derived from such statement will be used against that person in any subsequent criminal proceeding. (Check "Yes" or "No", as appropriate.)

Yes () No ()

o. Has within a three year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. (Check "Yes" or "No", as appropriate.)

Yes () No ()

p. Explain any "YES" answers to a thru o in the space provided below (attach additional pages as needed.)

ADDITIONAL QUESTIONS

1. List all Proposer's employees:

a. who are currently employees of the City of Detroit.

b. who within the past two years have been City of Detroit employees who were involved on behalf of Proposer with the preparation of this Proposal or would be involved in the performance of the Contract if it is awarded to Proposer.

2. Does Proposer have a subsidiary or affiliate:

Yes () No () If answer is "Yes", list firm name, address and affiliation

3. Is Proposer a subsidiary of another entity:

Yes () No () If answer is "Yes", list firm name, address and affiliation

4. Does Proposer, and director, officer, principal or managerial employee of Proposer, or any other person or entity with a 10% or more interest in Proposer have an interest of 10% or more in any other firm or legal entity?

Yes () No () If answer is "Yes", list individuals name and firm or entity

Signature: _____

Title: _____

Firm: _____



RFQ/Project Number: _____

.....
Project Title: _____

TECHNICAL DISCLOSURE

1. List the name, title and business address of each director and principal officer of Proposer.

2. Number of employees: _____ including _____ employees in the Metropolitan Detroit Area.

3. Does the Proposer have any outstanding bids or proposals for contracts (i.e., bids or proposals pending where no contract has yet been awarded) with the City of Detroit? If none, state "None". If yes, please list them and provide the name of the requesting agency, the contract number, a brief description of the work effort and the status of the bid or proposal. Indicate if the bid/proposal was submitted by the Bidder as prime contractor or joint venture.

4. Has the Proposer been awarded any contracts within the last three years by the City of Detroit? If none, state "None". If yes, describe those contracts beginning with the most recent. State the name of the contracting entity; give a brief description of the contract and the contract number; state the contract period, the status of the contract, and the name, address, and telephone number of a contact person at the agency. Indicate if award was made to Proposer as prime contractor or joint venture. Proposer need not provide more than six such descriptions.



FORM Q-3
Page 2 of 6

5. Does the Proposer have any current private sector projects? If none, state "None". If yes, provide name and address of owner, a brief description of work, status of contracts and name, address and telephone number of contact person as to each, beginning with the most recent. Indicate if Proposer is acting as prime contractor or joint venture. Proposers need not provide more than six such descriptions.

6. For each of the following contracts, provide a brief description of the work performed, the contract number, the dollar amount at award and at completion, date completed, and the name and telephone number of the owner's representative.

- a. Each contract completed during the last three years or, if less than three contracts have been completed during the last three years, list the last three contracts completed.

- b. Each contract completed during the last three years or, if less than three contracts have been completed during the last three years, list the last three contracts completed, for which liquidated damages or penalty provisions were assessed against you for failure to complete the work on time or for any other reason.

FORM Q-3
Page 3 of 6

7. List each contract which, during the last three years, the person/entity contracting with you:
i) terminated for default; ii) sued to compel performance; iii) sued to recover damages, including, without limitation, upon alleged breach of contract, misfeasance, error or omission or other alleged failure on your part to perform as required by your contract; or iv) called upon a surety to perform the work.

8. Describe whether any present or anticipated commitments and/or contractual obligations might have an influence on the capabilities of the Proposer to perform the work called for by this Contract. Any apparent conflicts as between the requirements/commitments for this Contract and the matters listed in items 3, 4, 5 or 6, above, with respect to the use of Proposer's resources, such as management or technical expertise or financing, should be explained. If none, state "None".

9. Describe any litigation, in which the Proposer is involved, which:

- a. has or may have an impact on the Proposer's ability to perform any work called for by this solicitation; or
- b. the demand or potential exposure is for more than \$250,000, exclusive of personal injury litigation where the liability is covered by insurance.

If none, state "None."



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Page 4 of 6

10. During the past three years, has the Proposer's firm ever been a party to a bankruptcy or reorganization proceeding?

YES NO If answer is "YES", explain below.

11. a. If any professional or other licenses, permits, or certifications are required to perform the work/services called for by this solicitation, list the license, permit, or certification that the Proposer or Proposer's employees or agents possess. If none, state "None".

<u>License or Permit or Certification</u>	<u>Name of Holder</u>	<u>Issuing State or Entity</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

b. Have any of the Proposer's officers, partners, owners, managers or employees had any project related licenses, permits or certifications revoked or suspended in the past three years.

YES NO If answer is "YES", explain details below.

12. Does the Proposer's firm share office space, staff or equipment (including telephone exchanges) with any other business or organization?

YES NO If answer is "YES", list firm name, address and nature of shared facilities.

13. Has Proposer's safety practices/procedures been evaluated or rated as less than satisfactory by the City or State of Michigan, any other state, any public authority or other public entity, the United States government, within the past five years?

YES NO If answer is "YES", explain details below.

14. Is your firm's Workers Compensation Experience Rating 1.2 or greater?

YES NO If answer is "YES", explain details below.

15. Does Proposer have either a history of claims loss or any substantial individual claim loss within the past five years due to general liability or workers compensation claims?

YES NO If answer is "YES", explain details below.

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Page 6 of 6

16. *List the names, titles and attach resumes which indicate the level of skill and experience of your proposed project management team. (See Specifications or the Scope of Work for the functions of the project management team, as applicable, and other requirements in regard to project management.)*

17. Which of the individuals named in item 16, above, will be utilized exclusively on this Contract on a full-time basis? (The Specification or the Scope of Work may indicate requirements for certain dedicated staff.)

18. Which of the individuals named in item 16, above, are not presently officers, partners, owners or employees of the firm?

19. Attach an outline of your proposed Quality Control program (see appropriate section of the Specifications or the Scope of Work) for this Contract. Where the Specifications or the Scope of Work set out required elements for the program, such outline must cover each element.

Signature: _____

Title: _____

Firm: _____

RFQ/Project Number: _____

Project Title: _____

FINANCIAL DISCLOSURE

1. Provide certified financial statements for the last three fiscal years. If certified financial statements are not available, provide financial statements sworn to by the firm's Chief Financial Officer.
2. The Proposer may submit its prior three (3) years' financial statements in lieu of completing Section 1 (Balance Sheet), Section 2 (Comparative Statement of Income & Retained Earnings), and Section 3 (Comparative Statements of Cash Flows). However, Section 1, Schedules A, B, C, D, E and F and Sections 4, 6 and 7 must be completed. If the Proposer is required to submit a performance bond, Section 5 must also be completed.



SECTION 1

COMPARATIVE BALANCE SHEET
as of _____

	(\$000)	20__	20__	20__
	\$	\$	\$	\$
I. <u>CURRENT ASSETS:</u>				
Cash _____	_____	_____	_____	_____
Marketable Securities _____	_____	_____	_____	_____
Notes Receivable (Schedule A) _____	_____	_____	_____	_____
Accounts Receivable (Schedule B) _____	_____	_____	_____	_____
Bid Deposits (Schedule C) _____	_____	_____	_____	_____
Inventories _____	_____	_____	_____	_____
Prepaid Expenses _____	_____	_____	_____	_____
Other Current Assets:				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL CURRENT ASSETS	\$ _____	\$ _____	\$ _____	\$ _____
II. <u>OTHER ASSETS:</u>				
Investment in Affiliates _____	\$ _____	\$ _____	\$ _____	\$ _____
Other Non-Current Assets:				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL OTHER ASSETS	\$ _____	\$ _____	\$ _____	\$ _____
\$ _____				
III. <u>PROPERTY, PLANT & EQUIPMENT:</u>				
NET PROPERTY, PLANT & EQUIPMENT (Net of Depreciation)	\$ _____	\$ _____	\$ _____	\$ _____
\$ _____				
TOTAL ASSETS	\$ _____	\$ _____	\$ _____	\$ _____



LIABILITIES

	(\$000)	20__	20__	20__
		\$	\$	\$
I. <u>CURRENT LIABILITIES</u>				
Notes Payable (Schedule D) _____		_____	_____	_____
Accounts Payable (Schedule E) _____		_____	_____	_____
Loans Payable (Schedule F) _____		_____	_____	_____
Taxes Payable _____		_____	_____	_____
Current Portion of Long Term Debt _____		_____	_____	_____
Accrued Liabilities _____		_____	_____	_____
Other Current Liabilities:				
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____
TOTAL CURRENT LIABILITIES		\$_____	\$_____	
\$_____				
II. <u>NON-CURRENT LIABILITIES</u>				
Long Term Debt _____		_____	_____	
_____		_____	_____	
Other: _____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____
TOTAL NON-CURRENT LIABILITIES		\$_____	\$_____	
\$_____				
TOTAL LIABILITIES		\$_____	\$_____	\$_____
III. <u>EQUITY</u>				
Capital Stock Paid Up:				
Common _____		\$_____	\$_____	\$_____
Preferred _____		\$_____	\$_____	\$_____
Surplus (net worth) _____		\$_____	\$_____	\$_____
TOTAL EQUITY		\$_____	\$_____	\$_____
TOTAL LIABILITIES AND EQUITY		\$_____	\$_____	\$_____

DETAILS RELATIVE TO ASSETS

SCHEDULE A

Notes Receivable	(a) due within 90 days _____	\$ _____		
	(b) due after 90 days _____	\$ _____		
	(c) past due _____	\$ _____		
Receivable From: Name	Purpose	Date of Maturity	How Secured	Amount
				\$
TOTAL				\$

SCHEDULE B

Aging of Accounts Receivable P A S T D U E					
Current	1 to 30 days	31 to 60 days	61 to 90 days	Over 90 Days	Total
Trade \$	\$	\$	\$	\$	\$
Other \$	\$	\$	\$	\$	\$
Total \$	\$	\$	\$	\$	\$

SCHEDULE C

Bid Deposit Holder of Deposit: Name	Description	Amount
		\$
TOTAL		\$

DETAILS RELATIVE TO LIABILITIES

SCHEDULE D

Notes Payable	(a) Not Past Due _____ \$ _____		
	(b) Past Due _____ \$ _____		
To Whom: Name	Purpose	When Due	Amount
			\$
TOTAL			\$

SCHEDULE E

Accounts Payable	(a) Not Past Due _____ \$ _____		
	(b) Past Due _____ \$ _____		
To Whom: Name	Purpose	Date Payable	Amount
			\$
TOTAL			\$



SCHEDULE F

Loans Payable	(a) Not Past Due _____ \$ _____		
	(b) Past Due _____ \$ _____		
To Whom: Name	Purpose	Date Payable	Amount
			\$
TOTAL			\$



SECTION 2

COMPARATIVE STATEMENT OF INCOME & RETAINED EARNINGS

STATEMENT FOR PERIODS ENDED:	20__	20__	20__
SALES _____	\$ _____	\$ _____	\$ _____
Less:			
COST OF SALES:			
Labor _____	_____	_____	_____
Material _____	_____	_____	_____
Depreciation _____	_____	_____	_____
Other Overhead _____	_____	_____	_____
GROSS MARGIN	\$ _____	\$ _____	\$ _____
Less: Selling, General and Administrative Expenses _____	_____	_____	_____
Income Before Taxes _____	_____	_____	_____
Less: Income Taxes _____	_____	_____	_____
NET INCOME	\$ _____	\$ _____	\$ _____
Retained Earnings Beginning of Period _____	\$ _____	\$ _____	\$ _____
Less: Cash Dividends Paid _____	\$ _____	\$ _____	\$ _____
Other: _____	\$ _____	\$ _____	\$ _____
Net Retained Earnings End of Period _____	\$ _____	\$ _____	\$ _____

SECTION 3

**COMPARATIVE STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED _____
Increase (Decrease) in Cash**

20____ 20____ 20____

Cash flows from operating activities: \$ _____ \$ _____ \$ _____

Cash received from customers _____

Cash paid to suppliers & employees _____

Interest Paid _____

Income Taxes Paid _____

Miscellaneous receipts (payments) _____

Net cash provided by operating activities __ \$ _____ \$ _____ \$ _____

Cash flows from investing activities: _____

Proceeds from sale of equipment: _____

Payments for purchase of equipment: _____

Net Cash Used in Investing activities: _____ \$ _____ \$ _____ \$ _____

Cash flows from financing activities: _____

Net increase in short-term debt: _____

Proceeds from issuance of long-term debt _____

Repayment of long-term debt _____

Payment of Dividends _____

Net Cash provided by (used in) financing
Activities \$ _____ \$ _____ \$ _____

Net increase (decrease) in cash _____ \$ _____ \$ _____ \$ _____
 Cash at beginning of year _____ \$ _____ \$ _____ \$ _____
 Cash at end of year _____ \$ _____ \$ _____ \$ _____

SECTION 4 - IDENTITY OF OWNERS

Who are the principal owners or shareholders of the business enterprise and approximately what percentage does each own?

Name	Percent Owned

SECTION 5 - PERFORMANCE BOND INFORMATION

Section 5 is only applicable to solicitations in which the Proposer is required to provide a performance bond.

Names and addresses of bonding company or companies that have agreed to furnish the performance bond required by the Contract.

1. Name: _____
 Address: _____
 Bond Amount: _____
 Expiration Date: _____

2. Name: _____
 Address: _____
 Bond Amount: _____
 Expiration Date: _____

SECTION 6 - SUBCONTRACTS

What parts of this Contract, if any, does Proposer expect to subcontract?

Portion of Work	Name and Address of Proposed Subcontractor, if known

SECTION 7 - CERTIFICATION

I certify that the attached financial statements for this Proposal properly reflect the financial position of the company for the periods indicated on the financials.

Chief Financial Officer

Date



FORM R

Certification of Compliance with
Drug and Alcohol Policy and Testing Program

Federal Transit Administration (FTA) regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" (49 CFR Part 655, as amended) and "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" (49 CFR Part 40), require the establishment and implementation of an alcohol misuse and anti-drug program which includes:

1. Training for safety-sensitive employees and training for supervisors in accordance with the federal regulations.
2. Testing of safety-sensitive employees for drugs and alcohol in accordance with the approved testing protocols and procedures set forth in the federal regulations under the following circumstances:
 - Pre-employment
 - Reasonable Suspicion
 - Post-Accident
 - Random
 - Return to Duty
 - Follow Up
3. Use of a Medical Review Officer (MRO) for all drug tests and a Substance Abuse Professional (SAP) for evaluations and follow-up treatment and testing recommendations for all individuals who test positive under any drug and alcohol test, as these requirements are set forth in the federal regulations.
4. Annual submission of a Management Information System (MIS) electronic report before March 15th of each year to both the FTA and the Detroit Department of Transportation's (DDOT) Designated Employee Representative (DER).
5. Maintenance of records in accordance with the federal regulations, which records will be made available upon request to DDOT or its designee.

I hereby certify that such a program has been established:

I do not have such a program, but agree to establish one upon notification of purchase order award:

Name of Official

Name of Official

Title of Official

Title of Official

Name of Company

Name of Company

Signature

Signature

Date

Date

FORM S

RFQ/Project Number: _____
Project Title: _____

VERIFICATION AND ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On the _____ day of _____, 20____, before me personally came and
appeared _____ by me known to be said person, who swore
under oath as follows:

1. He/She is _____ of

(Print Title) (Print name of Firm)
2. He/She is duly authorized to sign the Proposer's Forms on behalf of said firm and duly signed these documents pursuant to said authorization.
3. The answers to the questions set forth in the Proposer's Forms are true, accurate and complete.
4. He/She acknowledged and understands that the Proposer's Forms include provisions which are deemed included in the Contract if awarded to the firm.

Sworn to before me this _____ day of _____, 20____

(Notary Public)