



OWNED AND OPERATED BY THE **DETROIT TRANSPORTATION CORPORATION**

**Buhl Building, 535 Griswold, Suite 400
Detroit, MI 48226
(313) 224-2160 / (313) 224-2134 fax
www.thepeoplemover.com**

1

**REQUEST FOR PROPOSALS
PROJECT 12-2013R**

TRANSIT ORIENTED DEVELOPMENT STUDY

ISSUED: JANUARY 24, 2014

DUE: 5:00 pm – FEBRUARY 24, 2014

**Part 1 of 3
Instructions to Proposers
Terms and Conditions**

**THERE WILL NOT BE A PRE-BID CONFERENCE
FOR THIS SOLICITATION**

| How this document is structured | |
|--|---|
| Section | Contents |
| 100 | Instructions to Proposers. Compliance with these is integral to submitting a successful proposal. |
| 200 | Terms and conditions that will be part of the contract issued to the successful vendor. DTC is funded in part by the U. S. Department of Transportation's Federal Transit Administration. DTC is governed by the rules of the USDOT/FTA. Very little of the terms and conditions can be changed. Kindly keep the terms and conditions contained in Section 200 in mind when submitting your proposal. |
| 300 | The Scope of Work for this project. |
| 400 | The forms required to be submitted with the proposal. As with the Terms and Conditions, the forms are not optional. |

1 100 General

2
3 This request for proposals is issued by the Detroit Transportation Corporation (DTC), located at the Buhl
4 Building, 535 Griswold, Suite 400, Detroit, Michigan 48226. The DTC is a quasi-public Corporation, which
5 is responsible for the operation and maintenance of the Detroit People Mover (DPM). The Detroit
6 People Mover (DPM) is a fully automated transit system serving the downtown Detroit core. The system
7 consists of a 2.9-mile single-lane elevated concrete guide way loop, twelve (12) rail cars, thirteen (13)
8 passenger stations, and the Maintenance and Control Facility (MCF).
9

10 101 Purpose

11 DTC seeks Bids/Proposals from qualified firms to perform a Transit Oriented Development Study.
12
13 The requirements for the submittal and content of Bids/Proposals, the timetable for this procurement,
14 performance requirements, and contract terms are detailed in this Request for Bid/Proposal.
15
16

17 102 Due Date and Location

18 Bids/Proposals are due in DTC's offices by: 24 February 2014
19
20 Bids/Proposals received after that date and time will not be accepted.
21
22 DTC's offices are located at Buhl Building, 535 Griswold, Suite 400, Detroit, Michigan 48226
23
24 Bids/Proposals shall be in a sealed envelope. The exterior shall be explicitly labeled as follows:
25
26
27 Project 12-2013R
28 Transit Oriented Development Study
29
30 Bidder/Proposer bears total responsibility for ensuring their Bid/Proposal is complete and arrives on time.
31
32 Bids/Proposals submitted by fax or email will not be considered.
33
34 Bidder/Proposer must comply with each and every requirement of this IFB/RFP to be considered
35 responsive.
36

37 103 Schedule

38 The following schedule will be followed for this procurement:
39
40

| | |
|------------------|--|
| 24 January 2014 | Issuance of IFB/RFP |
| 7 February 2014 | Deadline for questions and requests for approved equals (RFAE) |
| 24 February 2014 | Bids/Proposals Due - 5:00 pm |

41 104 Length of Time Bids/Proposals Shall be Good

42 Bids/Proposals shall be good for one hundred twenty (120) days subsequent to DTC's opening of the
43 Bids/Proposals. This one hundred twenty (120) day period - plus the schedule for the project - will be
44 automatically extended by the amount of time required for DTC and the Federal Transit Administration to
45 process any Single Bid/Proposal (Section 125 below).
46
47

1 105 Number of Copies and Delivery

2
3 One (1) original plus four (4) copies of Bidder's/Proposer's Bid/Proposal must be submitted.

4
5 Complete contact information must be provided to DTC when the documents are requested. DTC will
6 keep a list of those persons and companies who have received IFB/RFP Documents (the "IFB/RFP List").
7 The IFB/RFP List will be used to issue any Addenda or updated information relative to the IFB/RFP and/or
8 Project requirements.

9
10 One set of IFB/RFP Documents will be made available without charge to each Bidder/Proposer on the
11 IFB/RFP List. Arrange in advance for pick-up to permit time for preparation of the required documents.
12 IFB/RFP Documents may also be obtained by mail, by sending a certified check in the amount of \$25.00,
13 made payable to DTC, to cover postage and handling charges, or by providing DTC the Bidder's/Proposer's
14 UPS or Federal Express account number to be billed.

15
16 Note: it is the sole responsibility of Bidder/Proposer to determine if Addenda are issued and what, if any,
17 part of each is of interest to Bidder/Proposer.

18
19 106 Bid/Proposal Guarantee

20
21 If this box [X] is checked, Bidder/Proposer shall supply a Bid/Proposal Guarantee in the form of a
22 Bid/Proposal bond, a certified or cashier's check, or an irrevocable letter-of-credit on a solvent bank in an
23 amount of \$100.

24
25 If this box [] is checked, or if the project involves construction or facility improvement contracts or
26 subcontracts exceeding \$100,000, Bidder/Proposer shall supply a Bid/Proposal Guarantee in the form of a
27 Bid/Proposal bond, a certified or cashier's check, or an irrevocable letter-of-credit on a solvent bank in an
28 amount of equivalent to five (5%) percent of the Bid/Proposal price.

29
30 The Bid/Proposal Guarantee shall consist of a firm commitment accompanying a Bid/Proposal as
31 assurance that the Bidder/Proposer will, upon acceptance of its Bid/Proposal, execute such contractual
32 documents as may be required within the time specified. The Bid/Proposal Guarantee shall be made in
33 favor of DTC. Bid/Proposal bonds must be issued by a fully qualified surety company acceptable to DTC
34 and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of
35 Authority as described thereunder.

36
37 In submitting any Bid/Proposal, it is understood and agreed by Bidder/Proposer that the right is reserved
38 by DTC to reject any and all Bids/Proposals, or part of any Bid/Proposal, and it is agreed that the
39 Bid/Proposal may not be withdrawn for a period of one hundred (120) days subsequent to the opening of
40 Bids/Proposals, without the written consent of DTC. It is also understood and agreed that if the
41 undersigned Bid/Proposal should withdraw any part or all of its Bid within one hundred twenty (120) days
42 after the bid opening without the written consent of DTC, shall refuse or be unable to enter into the
43 contract, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and
44 Material Payments Bonds, or refuse or be unable to furnish adequate and acceptable insurance, it shall
45 forfeit its Bid/Proposal security to the extent of DTC's damages occasioned by such withdrawal, or refusal,
46 or inability to enter into an agreement, or provide adequate security therefor. It is further understood
47 and agreed that to the extent the defaulting Bidder's/Proposer's Bid/Proposal Guarantee shall prove
48 inadequate to fully recompense DTC for the damages occasioned by default, then the Bidder/Proposer
49 agrees to indemnify DTC and pay over to DTC the difference between the bid security and DTC's total
50 damages, so as to make DTC whole.

1 STAPLE OR ATTACH YOUR BOND/CHECK TO THE SPOT SHOWN ON THE BID SECURITY FORM IN PART 3 OF
2 THIS RFP.

3
4 107 Disposition of Bid/Proposal Guarantee

5
6 If the Bid/Proposal is accepted, the Bid/Proposal Guarantee will be returned as provided in this Section.
7 The Bid/Proposal Guarantee of the next-lowest-Bidder/Proposer will be retained until the lowest-
8 responsible-Bidder/Proposer executes a contract with DTC, or if he fails to do so, said Bid/Proposal
9 Guarantee shall be further retained until the second lowest-Bidder/Proposer shall have executed a
10 contract with DTC; and in default thereof, the Bid/Proposal Guarantee may be forfeited to DTC as
11 liquidated damages.

12
13 Bid/Proposal Guarantee of third-lowest Bidder/Proposer and below will be returned within ten (10) days
14 of Bid/Proposal opening; that of second-lowest Bidder/Proposer, within ten (10) days of the contract
15 execution by lowest Bidder/Proposer; that of lowest Bidder/Proposer, within ten (10) days of receipt of its
16 performance and payment bonds, if required, or within thirty (30) days of the contract execution.

17
18 108 Performance Bonds and Labor and Material Payments Bonds

19
20 If this box [] is checked, or if the project involves construction or facility improvement contracts or
21 subcontracts exceeding \$100,000, a Performance Bond from a bonding company licensed to do business
22 in Michigan or a certified check, bond, cashier's check or an irrevocable letter-of-credit, in an amount
23 equal to 100% of the value of any contract awarded as a result of this IFB/RFP shall be posted by the
24 successful Bidder/Proposer with DTC prior to Notice-to-Proceed. This bond will be forfeited by
25 Bidder/Proposer as partial or complete settlement of damages, as determined by DTC, should
26 Bidder/Proposer fail to perform as contracted for.

27
28 If this box [] is checked, or if the project involves construction or facility improvement contracts or
29 subcontracts exceeding \$100,000, a Labor and Material Payments Bond from a bonding company licensed
30 to do business in Michigan or a certified check, bond, cashier's check or an irrevocable letter-of-credit, in
31 an amount equal to 100% of the value of any contract awarded as a result of this IFB/RFP shall be posted
32 by the successful Bidder/Proposer with DTC prior to Notice-to-Proceed.

33
34 The bonds may be issued by a surety company on its standard form and must be provided to DTC within
35 twenty-one (21) days of notice that it is required.

36
37 The bonds must be written by a company authorized to write bonds in the State of Michigan and must be
38 listed in the latest edition of U.S. Treasury Circular 570, or having a rating by A.M. Best of B+ or better,
39 and must show sufficient bonding capacity to bond the performance required under this contract. The
40 bonds must meet the approval of DTC's Legal Counsel.

41
42 If the contract involves the purchase of goods, then the performance bond will be returned to
43 manufacturer within thirty (30) days of DTC's acceptance of the goods.

44
45 109 Insurance

46
47 The successful Bidder/Proposer shall maintain throughout this assignment the following insurance
48 coverages:

49

| POLICY TYPE | AMOUNT NOT LESS THAN |
|-------------|----------------------|
|-------------|----------------------|

| | |
|---|---|
| Worker's Compensation Employer's Liability | Full Statutory Limits \$1,000,000.00 each accident \$1,000,000.00 each disease \$1,000,000.00 each person |
| Commercial General Liability | \$2,000,000.00 each occurrence \$2,000,000.00 Personal & Advertising Injury \$4,000,000.00 Products & Completed Operations Aggregate \$1,000,000.00 Fire and Legal Liability \$10,000.00 Medical Payment \$4,000,000.00 General Aggregate |
| Excess / Umbrella Liability Insurance over Employer's Liability, Commercial General Liability, and Automobile Liability | \$5,000,000.00 each occurrence \$5,000,000.00 aggregate where applicable |
| Comprehensive Automobile Liability Combined single limit (covering all owned, hired and non- owned vehicles with property damage each personal and property protection insurance including residual liability insurance under Michigan No Fault Insurance Law) | \$1,000,000.00 |
| Professional Liability | \$3,000,000.00 per claim \$3,000,000.00 aggregate |

1
2 The successful Bidder/Proposer must purchase and maintain, and will cause its subcontractors to
3 purchase and maintain, such insurance as will protect it, DTC, the City of Detroit and their employees,
4 agents, officers, directors, successors and assigns. All policies of insurance will name DTC and the City of
5 Detroit as additional insureds. The successful Bidder/Proposer must require each subcontractor or
6 consultant hired on the project to maintain adequate insurance for its job and name DTC and the City of
7 Detroit as additional insureds. The policies must contain an agreement by the insurer that such policies
8 will not be canceled or materially changed without at least thirty (30) days' prior written notice to the
9 DTC. Certificates of insurance must be submitted to DTC no later than ten (10) working days after
10 notification of recommendation of award.

11
12 110 Minimum Specifications

13
14 The specifications contained in this IFB/RFP are the minimum specifications needed to meet DTC's needs.

15
16 111 Request for Clarification/Approved Equal (RFAE)

17
18 All requests for clarification of these specifications and for an approved equal (RFAE) must be in writing
19 and must be received by the time specified in Section 103 above.

20
21 Please note the items specified herein were selected through product comparisons and evaluation.
22 Proposed alternates must match dimensions, finishes, performance and design features of the products
23 specified herein.

24
25 Catalogs, product information and/or specifications must accompany all RFAE's.
26

1 Bidders/Proposers whose product or service exceeds the minimum specifications herein need not submit
2 an RFAE. Such Bidders/Proposers may be required to prove they exceed these minimum specifications
3 before being awarded a contract.
4

5 The IFB/RFP Documents cannot be modified, except in writing. Verbal modifications are void and
6 ineffective. Any changes by DTC to the IFB/RFP Documents, the Project, the Bid/Proposal submission
7 deadline, or the Bid/Proposal opening date will be communicated via written Addendum, using the
8 contact information on the IFB/RFP List.
9

10 112 Pre-Bid/Proposal Conference/Facility Tour

11 There will not be a Pre-Bid/Proposal conference or a facility tour for this solicitation.
12
13

14 113 Presentations

15 DTC may ask Bidder/Proposer to explain elements of its Bid/Proposal.
16
17

18 114 Inquiries

19 All questions pertaining to this IFB/RFP should be directed to Pamela L. Crump, Procurement Manager,
20 313.224.2177, pcrump@thepeoplelover.com
21
22

23 115 Clarifications, Approved Equals, Supplements

24 Clarifications, Approved Equals and other supplements to this IFB/RFP may be issued to modify, change or
25 clarify one or more points. All parties who request the IFB/RFP will be forwarded copies of supplements.
26 Bidders/Proposers are reminded to read and adhere to such supplements as compliance with them is
27 integral to having the Bid/Proposal reviewed.
28
29

30 116 Form of Bid/Proposal

31 All forms must be completely filled in, signed and otherwise executed as indicated. Failure to do so can
32 result in the Bid/Proposal being declared "unresponsive".
33
34

35 Unless otherwise specified in this IFB/RFP, only the forms prescribed in Part 3 shall be included with the
36 Bid/Proposal. Additional material is not required and will not be reviewed.
37

38 117 Explanations (Written and/or Oral)

39 Should a Bidder/Proposer find a discrepancy in or omissions from these specifications, or should he/she
40 be in doubt as to their meaning, he/she shall at once make inquiry of DTC.
41
42

43 118 Alternate Bids/Proposals

44 Alternate proposals may be submitted by the Bidder/Proposer - at his/her discretion and risk - to achieve
45 the essential purpose and intent of these specifications at a lower cost, without increasing DTC's risk or
46 exposure. Such alternate proposals must be clearly identified and prominently labeled as such. DTC is
47 not obligated to accept or review any alternate proposal.
48
49
50

- 1 119 Withdrawal of Bid/Proposal
2
3 No Bid/Proposal will be allowed to be withdrawn for a period of one hundred (120) days after it has been
4 opened by DTC. The length of time Bids/Proposals shall be good - plus the schedule for the project - will
5 be automatically extended by the amount of time required for DTC and the Federal Transit Administration
6 to process any Single Bid/Proposal.
7
8 120 Consideration of Bid/Proposal
9
10 For IFBs Only, proposals will be opened in public and the apparent low bidder announced. All Bids
11 received in conformity with these specifications shall, as soon as possible, be tabulated and become a
12 public record.
13
14 For RFPs Only, no information will be released about any Proposer or Proposal until a contract award is
15 made, and only by written request to the DTC's General Manager.
16
17 121 Rejection or Acceptance of Bid/Proposal
18
19 DTC reserves the right to accept or reject any or all Bids/Proposals, and any parts of any Bid/Proposal. In
20 awarding a contract, DTC reserves the right to consider all elements entering into the question of
21 determining the responsibility of the Bidder/Proposer. Any Bid/Proposal which is incomplete, conditional,
22 obscure, or which contains additions not called for, or irregularities of any kind, may be cause for
23 rejection of the Bid/Proposal. In case of any discrepancy between the price written in the Bid/Proposal
24 and that given in figures for any item, the price in writing will be considered as the Bid/Proposal.
25
26 122 Unacceptable Bids/Proposals
27
28 No Bid/Proposal will be accepted from or contract awarded to any person, firm, or corporation that is in
29 arrears or is in default to DTC or the City of Detroit upon any debt or contract, or that is a defaulter as
30 surety or otherwise upon any obligation to said DTC or has failed to perform faithfully any previous
31 contract with DTC.
32
33 123 Tie-Breaking (IFBs Only)
34
35 In the event of a tie, DTC shall make an award based upon federal and state law and regulations.
36
37 124 Right to Perform Pre-Award Survey
38
39 DTC retains the right to review the proposer's past performance to determine responsibility.
40
41 125 Single Bid/Proposal
42
43 In the event of a single Bid/Proposal response, this solicitation will be automatically converted to a
44 negotiated purchase which shall require Bidder/Proposer to negotiate a fair and equitable price. DTC
45 retains the right to request certifiable cost analysis data which Bidder/Proposer must provide. DTC
46 reserves the right to negotiate an adjustment in Bidder/Proposer's price if warranted by said analysis. FTA
47 review of a single Bid/Proposal may be required and will automatically extend the time Bids/Proposals
48 shall be good.
49
50 126 Reserved

1 127 Disadvantaged Business Enterprise Utilization

2
3 This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation*
4 *by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*.
5 DTC's FY 2011-2013 overall goal for DBE participation is **13%**. Use of DBE firms for support functions (e.g.
6 delivery, installation, and training) is one way to achieve this goal.

7
8 The successful Bidder/Proposer must demonstrate its "good faith efforts" to meet the DTC's overall goal.
9 "Good faith efforts" to achieve this participation are defined in CONTRACTOR Certifications in Part 3 of
10 this RFP.

11
12 Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of
13 this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and
14 administration of this DOT-assisted contract. Failure by any contractor to carry out these requirements is
15 a material breach of contract, which may result in the termination of the contract or such other remedy as
16 DTC deems appropriate. Each subcontract the contractor signs with a subcontractor must include the
17 assurance in this Section (see 49 CFR 26.13(b)).

18
19 Invoicing for DBE firms must be separately identified on prime contractor's bills.

20
21 DBE's must be registered by the Michigan Department of Transportation. The Michigan UCP DBE
22 directory and forms are available at www.michiganucp.org. The DTC will accept the DBE certification
23 from other transit properties that comply with DBE federal regulations.

24
25 128 Award of Contract

26
27 IFBs Only:

28
29 The contract shall be awarded to the lowest, responsive, and responsible Bid meeting the minimum
30 requirements as set forth in the specifications pursuant to federal and state law and regulations.

31
32 RFPs Only:

33
34 Award will be made to the responsive, and responsible offeror whose Proposal will be most advantageous
35 to DTC, according to the criteria listed in the RFP.

36
37 Both:

38
39 DTC may reject all Bids/Proposals. A responsive Bid/Proposal is one which complies with the terms,
40 conditions and specifications of this IFB/RFP. A responsible Bid/Proposal is one submitted by a company
41 or joint venture possessing the capability and capacities to perform as required by this IFB/RFP.

42
43 DTC reserves the right to award one, more than one or no contracts as DTC deems to be in its best
44 interests. DTC further reserves the right to make an award on the basis of an original Bid/Proposal(s)
45 without any negotiating with any offeror.

46
47 129 Contractual Terms and Conditions

48
49 The terms and conditions of any contract that results between DTC and the successful Bidder/Proposer
50 are discussed in Section 200.

1 130 Cost of Preparation

2
3 All costs incurred by any Bidder/Proposer prior to notice-to-proceed will not be reimbursed by DTC.

4
5 131 Additional Information, Rejection

6
7 Because bids and offers can at times be ambiguous, the DTC reserves the right to request additional
8 information before making an award. The DTC also reserves the right to seek clarification from any bidder
9 or offeror about any statement in its bid or proposal that the DTC finds ambiguous. DTC may undertake
10 such investigations as it deems necessary to determine the ability of each Proposer to perform the work,
11 and the Proposer shall furnish to DTC all such information and data as DTC may request for this purpose.

12
13 DTC reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such
14 Proposer fails to satisfy DTC that such Proposer is properly qualified to carry out the obligations of the
15 contract and to complete the work contemplated in this RFP. DTC may require the Proposer to submit
16 any of the following information before the submission deadline, or as a condition to entering into any
17 contact: (1) Proposer's performance record; (2) the address and description of the Proposer's permanent
18 place of business; (3) an itemized list of the Proposer's equipment; (4) description of any project which
19 the Proposer has constructed in a satisfactory manner; (5) Proposer's financial statement; (6) a
20 breakdown of the Proposal submitted, including a listing of the subcontractor's names for each trade
21 proposed to be used for this project; (7) such additional information as will satisfy DTC that the Proposer
22 is adequately prepared to fulfill the contract.

23
24 DTC reserves the right to reject any and all Proposals without prior notice; to waive informalities and
25 technicalities; to extend deadlines without notice; to negotiate directly with only those respondents
26 deemed to be qualified according to the criteria in this RFP; and to enter into one, more than one, or no
27 contracts as it shall deem to be in its best interests.

28
29 132 Terminology

30
31 The terms "bid" and "proposal"; "bidder" and "proposer"; "Invitation for Bid" and "Request for
32 Proposals"; and "IFB" and "RFP" are used interchangeably throughout this IFB/RFP, unless expressly
33 designated as "RFP Only" or "IFB/RFP Only." Similarly, the terms "DTC", "buyer", "purchaser" and
34 "Authority" are used interchangeably. All terms, including "his" and "his/her", are used in a gender-
35 neutral manner.

36
37 133 Late Bids/Proposals

38
39 Bids/Proposals received by DTC after the exact time set for receipt in Section 102 above are considered
40 "late". Late Bids/Proposals will be considered only if received before contract award, and the following
41 objective, bona fide proof is submitted showing reason or cause for delay as follows:

- 42
43 1. it was sent by registered or certified mail not later than 5 calendar days before the Bid/Proposal
44 receipt date specified;
- 45 2. it was sent by mail and it is determined by DTC that the late receipt was due solely to
46 mishandling by DTC after receipt; or
- 47 3. it was sent by an overnight express service not later than 5:00 PM at the place of mailing one (1)
48 working day prior to the date specified for receipt of Bids/Proposals and is marked for delivery by
49 next business morning. The term "working days" excludes weekends and holidays.

1 The only acceptable evidence to establish the date of mailing by registered or certified mail is a U.S. or
2 Canadian postmark both on the envelope or wrapper and on the original receipt from the U.S. or
3 Canadian Postal Service. Both must show a legible date or it shall be deemed to have been mailed late.
4

5 The only acceptable evidence to establish the time of receipt at the Buyer's facility is the time/date stamp
6 of such facility on the Bid/Proposal wrapper or other documentary evidence of receipt maintained by the
7 facility.
8

9 The only acceptable evidence to establish the date of mailing by an overnight express service is the date
10 entered by the receiving clerk on the label.
11

12 134 Protests

13
14 It is the policy of DTC to prepare specifications that are not discriminatory in nature. All solicitations are
15 to be open and free to all competing vendors whereby all have a reasonable chance to be successful and
16 be awarded a contract.
17

18 If a vendor feels that a particular solicitation is unfair for whatever reasons, the following procedure must
19 be followed to register a proper protest and said procedure shall be a part of all solicitations:
20

21 STEP 1 Protest must be made in writing and addressed to the General Manager no later than
22 (1) three days before the scheduled Bid/Proposal due date, (2) three days after the
23 Bid/Proposal opening, or (3) three days after contract award, as applicable. Such
24 protest must cite what the solicitation was for, and for what reason the protest is
25 lodged.
26

27 STEP 2 The General Manager shall make all reasonable attempts to resolve the protest prior to
28 the Bid/Proposal opening or award of a contract, as applicable, and reserves the right to
29 reschedule same if -at her discretion - deemed necessary. The General Manager must
30 make a decision no later than ten (10) working days from date the protest is lodged.
31

32 STEP 3 If the protest is not satisfactorily resolved at Step 2, the person or firm making the
33 protest may request a hearing with its legal counsel and DTC, with DTC's legal counsel
34 serving as arbitrator on the matter. Request for such a hearing must be made within 15
35 working days of the original date the protest was filed.
36

37 The decision at Step 3 shall be final and binding on all parties.
38

39 If the vendor believes that DTC did not follow the above process, he/she may appeal to the Federal
40 Transit Administration (FTA) as follows:
41

42 Office of Program Management
43 Federal Transit Administration
44 Suite 320
45 200 West Adams Street
46 Chicago, IL 60606
47 (312) 353-2789
48

49 The Federal Transit Administration will hear appeals only where a local protest procedure does not exist
50 or where the local procedure was not followed.
51

- 1 200 Terms and Conditions
2
3 The terms and conditions applicable to this procurement are contained in this Section.
4
- 5 201 Independent Contractor
6
7 CONTRACTOR, for purpose of this agreement shall be considered as an independent CONTRACTOR who
8 covenants and agrees to perform and/or deliver for the stated compensation herein, all of the services
9 and/or equipment described under the section of this contract titled Scope of Work. CONTRACTOR
10 agrees to complete the work in a workmanlike manner with a high degree of professionalism and to
11 ensure the accuracy and timeliness of the services rendered hereinunder.
12
- 13 202 CONTRACTOR's Obligation
14
15 The general obligation of the successful Bidder/Proposer (hereinafter variously referred to as
16 CONTRACTOR or successful Bidder/Proposer) shall be to transfer and deliver the goods and services
17 specified in complete accordance with the terms, conditions and specifications of this Invitation for
18 Bid/Request for Proposals.
19
- 20 203 Buyer's Obligation
21
22 The general obligation of DTC shall be to accept conforming delivery and conforming goods and services
23 and to pay in accordance with the terms, conditions and specifications as bid upon.
24
- 25 204 Contract Period
26
27 CONTRACTOR agrees to commence work upon written receipt of the Notice-to-Proceed from DTC.
- 28 205 Background Checks
29
30 Contractor shall conduct background checks of any or all of contractor's/subcontractor's employees for
31 purposes of verifying identity, any criminal activity and appearance on any Homeland Security watch lists.
32 Contractor shall provide the results of said checks to DTC upon request by DTC. To the extent contractor's
33 employees change during the life of this contract, contractor shall supply the name of the new
employee(s) plus their background checks to DTC.
- 34 206 Performance Bonds and Labor and Material Payments Bonds
35
36 If this box [] is checked, a Labor and Material Payments Bond from a bonding company licensed to do
37 business in Michigan or a certified check, bond, cashier's check or an irrevocable letter-of-credit, in an
38 amount equal to 100% of the value of any contract awarded as a result of this IFB/RFP shall be posted by
39 the successful Bidder/Proposer with DTC prior to Notice-to-Proceed.
40
41 The bonds may be issued by a surety company on its standard form and must be provided to DTC within
42 twenty-one (21) days of notice that it is required.
43
44 The bonds must be written by a company authorized to write bonds in the State of Michigan and must be
45 listed in the latest edition of U.S. Treasury Circular 570, or having a rating by A.M. Best of B+ or better,
46 and must show sufficient bonding capacity to bond the performance required under this contract. The
47 bonds must meet the approval of DTC's Legal Counsel.
48

1 If the contract involves the purchase of goods, then the performance bond will be returned to
2 manufacturer within thirty (30) days of DTC's acceptance of the goods.

3
4 207 Notice-to-Proceed

5
6 DTC will furnish CONTRACTOR written direction to commence delivery hereunder entitled "Notice-to-
7 Proceed" following receipt by DTC of all required bonds, insurance certificates or such other
8 documentation which CONTRACTOR is required to submit for DTC approval prior to performance under
9 this Contract. DTC shall not be responsible for any costs of any type whatsoever incurred by
10 CONTRACTOR prior to the issuance of the Notice-to-Proceed. The date of the Notice-to-Proceed shall be
11 the official date from which all scheduled activities and requirements are computed. DTC retains sole
12 discretion with respect to the timing of the issuance of the Notice-to-Proceed.

13
14 208 Contract Modification

15 No change or modification of the terms and conditions of this agreement may be made unless:

- 16
17
18 a. Any proposed change in this contract shall be submitted to DTC for its prior written approval.
19 The General Manager may at any time, by written order only, make changes within the general
20 scope of the contract. If any such change causes an increase or decrease in the cost of, or the
21 time required for the performance of any part of the work under the contract, whether changed
22 or not changed by any such order, an equitable adjustment shall be made in the contract price or
23 completion schedule, or both, and the contract shall be modified in writing accordingly. Any
24 claim by CONTRACTOR for adjustment under this clause must be asserted within 30 days from
25 the date of receipt by CONTRACTOR of the notification of change; provided, however, that the
26 General Manager, if he or she decides that the facts justify such action, may receive and act upon
27 any such claim asserted at any time prior to final payment under the contract.
- 28
29 b. Any modification made must be in writing and attached to the contract in the form of an
30 amendment, and signed by both parties signifying agreement to the modification.
- 31
32 c. Any contract modifications, if granted by DTC, will not operate as a release to CONTRACTOR from
33 the covenants and conditions of this contract outside of the nature of the expressed modification
34 nor shall same be considered as a waiver for any breach of contract damage claim which may be
35 made by DTC.
- 36
37 d. Any modification agreed to by and between DTC and CONTRACTOR must be in compliance with
38 Section 306.43 of the Michigan Revised Code and is subject to Federal Transit Administration
39 concurrence if needed.

40
41 209 Subcontract Approval

42 Any subcontract the Bidder/Proposer may wish to enter into must be approved by DTC prior to the
43 execution of the subcontract, and all the requirements of these terms and conditions must be included
44 within said subcontracts to gain approval of DTC.

45
46
47 210 Substitution of Subcontractor/Independent Contractor

48 Any substitution of a subcontractor or independent CONTRACTOR must be furnished in writing to DTC for
49 DTC's approval and for the purpose of determining and maintaining the intent of DTC's Disadvantaged
50 Business Enterprise goals.
51

1 211 Disadvantaged Business Enterprise

2
3 It is the policy of the United States Department of Transportation that Disadvantaged Business
4 Enterprises, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the
5 performance of contracts financed in whole or part with Federal funds under this agreement.
6 Consequently the United States Department of Transportation requirements of 49 CFR Part 26 apply to
7 this agreement and same shall be incorporated into this contract by this reference.

8
9 CONTRACTOR and/or any of its subcontractors must agree to ensure that Disadvantaged Business
10 Enterprises, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the
11 performance of contracts and subcontracts financed in whole or in part with Federal funds provided
12 under this agreement. In this regard all recipients or CONTRACTORS shall take all necessary and
13 reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises
14 have the maximum opportunity to compete for and perform contracts. CONTRACTOR and/or its
15 subcontractors shall not discriminate on the basis of race, creed, color, national origin, age, or sex in the
16 award and performance of any Department of Transportation assisted contracts, be they Federal or state
17 contracts.

18
19 CONTRACTOR, including any of its officers or holders of a controlling interest, are obligated to inform DTC
20 whether or not it or any of its subcontractors has been placed on any debarred bidder's list maintained by
21 the United States Government. If CONTRACTOR or its subcontractor should be included on this list during
22 the performance of this contract, it shall so inform DTC in writing immediately upon receipt of such
23 knowledge.

24
25 CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in
26 the performance of this contract. CONTRACTOR shall carry out applicable requirements of 49 CFR part 26
27 in the award and administration of DOT assisted contracts. Failure by CONTRACTOR to carry out these
28 requirements is a material breach of this contract, which may result in the termination of this contract or
29 such other remedy as the recipient deems appropriate.

30
31 DTC will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest
32 conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department
33 of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and
34 debarment or Program Fraud and Civil Penalties rules) provided in 49 CFR part 26.109. DTC will also
35 consider similar action under its own legal authorities, including responsibility determinations in future
36 contracts.

37
38 Invoicing for DBE firms must be separately identified on prime contractor's bills.

39
40 212 Equal Employment Opportunity

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

47
48 CONTRACTOR further agrees that during the performance of this contract to comply with the Standard
49 Title VI Assurances as listed below:

1 a. Compliance with Regulations

2
3 CONTRACTOR shall comply with the regulations relative to non-discrimination in federally-
4 assisted programs of the United States Department of Transportation (hereinafter "DOT") Title
5 49, Code of Federal Regulations, Part 21, [29 U.S.C. § 623, 42 U.S.C. § 2000, 42U.S.C. § 6102, 42
6 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.] as
7 they may be amended from time to time (hereinafter referred to as the "Regulations") which are
8 herein incorporated by reference and made a part of this contract.
9

10 b. Nondiscrimination

11
12 CONTRACTOR, with regard to the work performed by it during the contract, shall not
13 discriminate on the grounds of race, color, religion, sex, age, or national origin in the selection
14 and retention of subcontractors, including procurements of materials and leases of equipment.
15 CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by
16 Section 21.5 of the Regulations, including employment practices when the contract covers a
17 program set forth in Appendix B of the Regulations.
18

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

20
21 In all solicitations, either by competitive bidding or negotiation, made by CONTRACTOR for work
22 to be performed under the subcontract, including procurements of materials or leases of
23 equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of
24 CONTRACTOR's obligations under this contract and the regulations relative to nondiscrimination
25 on the grounds of race, color, religion, age, sex, or national origin.
26

27 d. Information and Reports

28
29 CONTRACTOR shall provide all information and reports required by the regulations or directives
30 issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of
31 information, and its facilities as may be determined by DTC or the Federal Transit Administration
32 (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions.
33 Where any information is required of a CONTRACTOR and is in the exclusive possession of
34 another who fails or refuses to furnish this information, CONTRACTOR shall so certify to DTC, or
35 the Federal Transit Administration, as appropriate and shall set forth what efforts it has made to
36 obtain the information.
37

38 e. Sanctions for Noncompliance

39
40 In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this
41 contract, DTC shall impose such contract sanctions as it or the Federal Transit Administration
42 may determine to be appropriate, including, but not limited to:

- 43
44 1. Withholding of payment to CONTRACTOR under the contract until CONTRACTOR
45 complies, and/or
46
47 2. Cancellation, termination or suspension of the contract, in whole or in part.
48
49
50
51

1 f. Incorporation of Provisions

2
3 CONTRACTOR shall include the provisions of Paragraphs (a) through (f) in every subcontract,
4 including procurements of materials and leases of equipment, unless exempt by the regulations,
5 or directives issued pursuant thereto. CONTRACTOR shall take such action with respect to any
6 subcontract or procurement as DTC or the Federal Transit Administration may direct as a means
7 of enforcing such provisions including sanctions for noncompliance. Provided, however, that in
8 the event a CONTRACTOR becomes involved in or is threatened with litigation with a
9 subcontractor or supplier as a result of such direction, CONTRACTOR may request DTC to enter
10 into such litigation to protect the interests of DTC and, in addition, CONTRACTOR may request
11 the United States to enter into such litigation to protect the interest of the United States.
12

13 213 Noncompliance (EEO/DBE)

14
15 In the event of CONTRACTOR's noncompliance with the Disadvantaged Business Enterprise provisions of
16 this contract, DTC shall impose such sanctions as it may determine to be appropriate, including, but not
17 limited to:

- 18
19 a. Withholding of payments under the contract until CONTRACTOR complies, and/or
20
21 b. Cancellation, termination, or suspension of the contract, in whole or in part.
22
23 c. Suspension from participation in future DTC contracts.
24

25 214 Reserved

26
27 215 Payment

28
29 Payment will be made against approved invoices within thirty (30) working days of acceptance. Payment
30 will only be made for goods and services accepted. For goods and services accepted which acceptance is
31 later revoked prior to payment, the payment will be withheld until defects in the nonconforming goods or
32 services are cured and accepted. In the case of serial deliveries and serial invoicing, DTC reserves the right
33 to deduct overpayments from current invoice amounts.
34

35 Payment does not waive the later revocation of acceptance.

36
37 Payment terms and warranty coverage begin at time of acceptance. Procedures for acceptance are
38 included in this IFB/RFP.

39
40 All invoices shall be mailed to: Accounts Payable, DTC, 535 Griswold, Buhl Building, Suite 400, Detroit,
41 Michigan 48226.
42

43 Late payments will accrue no interest.
44

45 216 Prompt Payment (Prime Contractors)

46
47 CONTRACTOR agrees to pay each subcontractor under this prime contract for satisfactory performance of
48 its contract no later than ten (10) days from the receipt of each payment CONTRACTOR receives from
49 DTC. CONTRACTOR agrees further to return retainage payments to each subcontractor within ten (10)
50 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment

1 from the above referenced time frame may occur only for good cause following written approval of DTC.
2 This clause applies to both DBE and non-DBE subcontractors.
3

4 217 Liquidated Damages
5

6 Time is of the essence in this contract. CONTRACTOR will pay DTC the sum of \$100.00 per each calendar
7 day, excluding statutory holidays, that the services solicited by this IFB/RFP are delayed beyond the
8 delivery stipulated in the Bid/Proposal, subject to extensions granted thereto in writing. CONTRACTOR
9 agrees to pay such liquidated damages herein provided commencing with any late delivery after the last
10 date of delivery specified in CONTRACTOR's Bid/Proposal and continuing until the total order is complete
11 and, in case the same are not paid, agrees that DTC shall deduct the amount thereof from any money due
12 or to become due CONTRACTOR under the contract.
13

14 CONTRACTOR may be granted an extension of time and will not be assessed with liquidated damages or
15 the cost of engineering and inspection for any portion of the delay in completion of the work beyond the
16 time named in these specifications caused by acts of God, or of the public enemy, fire, floods, epidemics,
17 strikes, labor disputes, and freight embargoes, or other causes beyond his/her reasonable control,
18 provided that CONTRACTOR shall notify DTC in writing of the causes of delay within seven (7) days from
19 the beginning of any such delay. DTC shall ascertain the facts and extent of the delay, and its findings
20 thereon shall be final and conclusive. CONTRACTOR has the burden of proof that the delay was beyond
21 his/her control.
22

23 218 Taxes
24

25 The contract price or prices for the commodities contained in the contract are subject to increase or
26 decrease by the amount of any additional tax or taxes or reduction of such tax or taxes, as the case may
27 be, affecting such commodity imposed by or under authority of the Federal government or the State of
28 Michigan which may be enacted after receipt of Bids/Proposals for this contract and such changes shall
29 continue in effect during the existence of such change in the tax or taxes; provided, however, that in the
30 event of any increase in cost, a claim shall be presented by CONTRACTOR within thirty (30) days of the
31 imposition of such tax and such claims shall be supported by evidence of such additional tax, satisfactory
32 to DTC. Reductions in taxes will be deducted from the contract price.
33

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

39 219 Inspection (Where Applicable)
40

41 DTC reserves the right and shall be at liberty to inspect all materials and workmanship at any time during
42 the manufacturing process and shall have the right to reject all materials and workmanship which do not
43 conform with the specifications; provided, however, DTC is under no duty to make such inspection and, if
44 no such inspection is made, CONTRACTOR shall not be relieved of any obligation to furnish materials and
45 workmanship strictly in accordance with the specifications. FTA and MDOT shall be accorded the same
46 inspection rights reserved by DTC in this clause. DTC will receive conforming deliveries for purposes of
47 inspection. Acceptance of goods and services will not occur until after inspection or until a reasonable
48 time for inspection has elapsed.
49

50 Except as otherwise provided in this contract, CONTRACTOR shall be responsible for the supplies covered
51 by this contract until they are delivered at the designated delivery point, regardless of the point of

1 inspection. After delivery to DTC at the designated point and prior to acceptance by DTC or rejection and
2 giving notice thereof by DTC, DTC shall be responsible for the loss, destruction of, or damage to the
3 supplies. CONTRACTOR shall bear all risks as to rejected supplies after CONTRACTOR retakes possession
4 and/or control of such supplies.
5

6 DTC may test deliveries before or after acceptance for conformance with the specifications. Such tests
7 may be performed by independent laboratories. Where test results indicate nonconforming goods, the
8 delivery and the goods will be rejected and the cost of the test charged to CONTRACTOR. Where
9 acceptance has preceded testing, acceptance is deemed conditional and subject to revocation. DTC may
10 reject goods and services and may revoke its acceptance without testing.
11

12 220 Explanations (Written and/or Oral)

13
14 Should a Bidder/Proposer find a discrepancy in or omissions from these specifications, or should he/she
15 be in doubt as to their meaning, he/she shall at once make inquiry of DTC.
16

17 221 Audit and Inspection of Records

18
19 Upon reasonable request, the Bidder/Proposer shall permit the authorized representative of DTC, the
20 Auditor of the State of Michigan, their agents, plus the U.S. Department of Transportation and the
21 Comptroller General of the United States to inspect and audit all work, material, payroll and other data
22 and records relating to its performance under this contract. Results of such Audit or Inspection - plus
23 information gained from same - will not be released by DTC except to the U.S. Department of
24 Transportation or Controller General, or the Auditor of the State of Michigan.
25

26 222 Right to Adjust Cost

27
28 If DTC determines during the life of the contract that data submitted by CONTRACTOR/Bidder/Proposer is
29 not correct, incomplete, or inaccurate, DTC shall negotiate a downward adjustment in cost.
30

31 223 Failure to Meet Specifications

32
33 The delivery of any services, supplies or equipment hereunder which do not in all respects conform to
34 specifications will be rejected and CONTRACTOR (successful Bidder/Proposer) notified at once of such
35 rejection and the reason therefore, which notice shall be confirmed in writing. If the said CONTRACTOR
36 fails to effect immediate replacement of such rejected services, supplies or equipment meeting the
37 requirements of the order and of these specifications, DTC will purchase in the open market supplies of
38 the character required under the order up to the amount rejected, and the said CONTRACTOR and his
39 surety shall be liable to the DTC for any excess cost and expense occasioned DTC thereby.
40

41 224 Quantity and Quality

42
43 CONTRACTOR agrees to deliver goods and services of the kind and quality specified and in the quantities
44 specified. In the case of a requirements contract, the IFB/IFP specifies estimates of DTC's needs for the
45 contract duration. It is agreed that such estimates are presented for evaluation purposes only and are not
46 to be considered firm requirements. Actual requirements may exceed or be less than these estimates.
47

48 225 Warranties

49
50 CONTRACTOR warrants that for a period of one (1) year (or for such longer period as prescribed by the
51 specifications) following acceptance of the goods and services delivered hereunder, the goods and

1 services are free of defects in materials and workmanship and further warrants that such goods and
2 service are suited for the purposes intended and are of merchantable quality. CONTRACTOR further
3 warrants that it holds good and marketable title in the goods delivered, and that such goods are free of all
4 liens, security interests or other encumbrances. CONTRACTOR agrees that in the event the goods or
5 services are not as specified herein and as warranted in these specifications, it will promptly cure the
6 defect at its sole cost and expense. CONTRACTOR further agrees to indemnify DTC for all costs and
7 damages, both incidental and consequential, resulting from the delivery of goods and services which fail
8 to meet the aforesaid warranties. It is agreed that the goods and services provided hereunder are
9 regarded as consumer goods and services.

10
11 226 Indemnification

12
13 a. To the fullest extent permitted by law, CONTRACTOR shall, at his sole cost and expense,
14 indemnify, defend, satisfy all judgments, and hold harmless the DTC and its agents,
15 representatives, and employees from and against all claims, actions, judgments, costs, penalties,
16 liabilities, damages, losses and expenses, including but not limited to attorney's fees and
17 worker's compensation benefits arising out of or resulting from the performance of this contract,
18 provided that any such claims, action, judgment, cost, penalty, liability, damage, loss or expense
19 is:

- 20
21 1. attributable to bodily injury, sickness, disease or death, or to injury to or
22 destruction of tangible property (other than the goods) including the loss of use
23 resulting therefrom, and
24
25 2. caused in whole or in part by a negligent act or omission of CONTRACTOR, any
26 subcontractor, anyone directly or indirectly employed by any of them, or
27 anyone to whose acts any of them may be liable, regardless of whether or not
28 it is caused in part by a party indemnified hereunder.

29
30 Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or
31 obligation of indemnity which would otherwise exist as to any party or person described in this
32 paragraph.

33
34 b. In any and all claims against the DTC or any of its agents, representatives or employees by any
35 employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of
36 them or anyone for whose acts any of them may be liable, the indemnification obligation under
37 this paragraph shall not be limited in any way by any limitation on the amount or type of
38 damages, compensation or benefits payable by or for CONTRACTOR or any subcontractor under
39 worker's compensation acts, disability acts or other employee benefits acts.

40
41 227 Hold Harmless

42
43 CONTRACTOR agrees to hold DTC harmless from liability resulting from CONTRACTOR'S acts or omissions
44 within the terms of this agreement; provided, however, CONTRACTOR shall not hold DTC harmless from
45 any claims, demands, or causes of action arising in favor of any person or entity, growing out of incident
46 to, or resulting directly or indirectly from the negligence of DTC, its officers, agents, representatives, or
47 employees.
48
49
50
51

1 228 Disputes

2
3 Any dispute between DTC and CONTRACTOR arising out of or relating to this Contract or its breach
4 ("Dispute") shall be decided in accord with this Section. Unless otherwise directed by DTC, CONTRACTOR
5 shall continue performance under this Contract while the Dispute is being resolved. Any Dispute which is
6 not resolved by agreement of the parties shall be decided first in writing by an authorized representative
7 of DTC ("Authorized Representative"). The Authorized Representative's decision shall be final and
8 conclusive unless within ten (10) days from the date of receipt of its copy of the decision, CONTRACTOR
9 mails or otherwise furnishes a written appeal to the Authorized Representative. In connection with any
10 such appeal, CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support
11 of its position. If the Dispute exceeds \$10,000.00 in amount, a transcript of the proceedings shall be
12 required. The Authorized Representative shall issue its final written decision within thirty (30) days of the
13 hearing on appeal.

14
15 Within thirty (30) business days after the final written decision of the Authorized Representative, the
16 Dispute may be submitted for review by binding arbitration. The arbitration shall be by a panel of three
17 (3) arbitrators. CONTRACTOR and DTC shall each select one (1) arbitrator, who shall jointly select the
18 third. CONTRACTOR shall be precluded from presenting any evidence at the arbitration that was not
19 previously submitted to the Authorized Representative during the appeal. The prior decision of the
20 Authorized Representative as to any question of fact shall be deemed final and conclusive, unless such
21 decision is determined to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessary to
22 imply bad faith, or not supported by substantial evidence. The arbitrators shall have no power to change
23 any provision of this Contract and the jurisdiction of the arbitrators is limited accordingly. If the Dispute
24 exceeds \$50,000.00 in amount, a transcript of the proceedings and written opinion of the arbitrators shall
25 be required. A judgment of the Circuit Court shall be rendered upon the award.

26
27 229 Attorney Fees

28
29 DTC is required to commence an action to enforce this Contract or to recover any damages for its breach,
30 DTC shall be entitled to recover its reasonable attorney fees.

31
32 230 Notification of Proceedings

33
34 DTC will give CONTRACTOR prompt notice in writing of the institution of any suit or proceeding and
35 permit CONTRACTOR to defend same and will give all needed information, assistance, and authority to
36 enable CONTRACTOR to do so. CONTRACTOR will similarly give DTC immediate notice of any suit or
37 action filed or prompt notice of any claims made against CONTRACTOR arising out of the performance of
38 this contract. CONTRACTOR shall furnish immediately to DTC copies of all pertinent papers received by
39 CONTRACTOR.

40
41 The sending or giving of any notice, invoice, or statement by U.S. Mail, postage prepaid by either party
42 hereto, may be addressed to the other at the respective addresses shown in the preamble to this
43 Contract.

44
45 231 Termination

46
47 a. For Cause

48
49 DTC reserves the right to terminate for cause. Cause shall occur if there is a material breach of
50 this Contract, and shall include the following: (1) CONTRACTOR fails to begin work in accordance
51 with the terms of this Contract; (2) CONTRACTOR, in the judgment of DTC, is unnecessarily,

1 unreasonably, or willfully delaying the performance and completion of the Work Product or
2 Work; (3) CONTRACTOR ceases to perform under the Contract; (4) DTC is of the opinion that the
3 Work cannot be completed within the time provided and that the delay is attributable to
4 conditions within CONTRACTOR's control; (5) CONTRACTOR, without just cause, reduces its work
5 force on this Contract to a number that would be insufficient, in the judgment of DTC, to
6 complete the Work within a reasonable time, and CONTRACTOR fails to sufficiently increase such
7 work force when directed to do so by DTC; (6) CONTRACTOR assigns, transfers, conveys or
8 otherwise disposes of this Contract in whole or in part without prior approval of DTC; (7) any DTC
9 officer or employee acquires an interest in this Contract so as to create a conflict of interest; (8)
10 CONTRACTOR violates any of the provisions of this Contract, or disregards applicable laws,
11 ordinances, permits, licenses, instructions or orders of the City of Detroit; (9) the performance of
12 the Contract, in the sole judgment of DTC, is substandard, unprofessional, or faulty and not
13 adequate to the demands of the task to be performed; (10) CONTRACTOR fails in any of the
14 agreements set forth in this Contract; (11) CONTRACTOR ceases to conduct business in the
15 normal course; or (12) CONTRACTOR admits its inability to pay its debts generally as they
16 become due.

17
18 If, after serving the notice of termination for default, DTC determines that CONTRACTOR had an
19 excusable reason for non-performance (i.e., such as strike, flood, fire or other event that is
20 clearly not the fault of and outside the control of CONTRACTOR) DTC, at its sole discretion, may
21 allow CONTRACTOR to continue work on the contract. This continuance must be preceded by a
22 written amendment to the contract, as discussed above under Contract Modification.

23
24 If at any time it shall be found that any person, firm, or corporation to whom this contract has
25 been awarded has, in presenting any Bid/Proposal, was in collusion with any other party or
26 parties hereto, then the contract so awarded shall be voidable by DTC; and CONTRACTOR shall
27 be liable to DTC for all loss or damage which DTC may suffer thereby.

28
29 b. For Convenience

30
31 DTC shall have the right to terminate all or any part of this Contract at any time at its
32 convenience by giving CONTRACTOR five (5) business days written Notice of Termination for
33 Convenience. As of the effective date of the termination, DTC will be obligated to pay
34 CONTRACTOR the following: CONTRACTOR shall receive, as its sole and exclusive remedy, for
35 termination for convenience, payment for the Work performed up to the date of termination and
36 all reasonable, documented wind-up costs. CONTRACTOR shall use reasonable efforts to
37 mitigate wind-up costs. CONTRACTOR shall not be entitled to recover profits on the unperformed
38 portion of the Work. The amount due to CONTRACTOR shall be reduced by payments already
39 paid to CONTRACTOR by DTC. In no event shall DTC pay CONTRACTOR more than Guaranteed
40 Maximum Price, if one is stated, of this Contract. In no event shall CONTRACTOR be entitled to
41 compensation for any lost profits based on unperformed Work.

42
43 c. Procedure

44
45 After receiving a Notice of Termination for Cause or Convenience and except as otherwise
46 directed by DTC, CONTRACTOR shall: (1) stop work under the Contract on the date and to the
47 extent specified in the Notice of Termination; (2) obligate no additional Contract funds for payroll
48 costs and other costs beyond such date as DTC shall specify, and place no further orders on
49 subcontracts for material, equipment, hardware, software, work, or facilities, except as may be
50 necessary for completion of such portion of the Work under this Contract as is not terminated;
51 (3) terminate all orders and subcontracts to the extent that they relate to the portion of the

1 Work terminated pursuant to the Notice of Termination; (4) preserve all Records and submit to
2 DTC such Records and reports as DTC shall specify, and furnish to DTC an inventory of all
3 furnishings, equipment, and other property purchased for the Contract, if any, and carry out such
4 directives as DTC may issue concerning the safeguarding or disposition of files and property; and
5 (5) submit within thirty (30) days a final report of receipts and expenditures of funds relating to
6 this Contract, and a list of all creditors, Subcontractors, lessors and other parties, if any, to whom
7 CONTRACTOR has become financially obligated pursuant to this Contract.
8

9 After termination of the Contract, each party shall have the duty to assist the other party in the
10 orderly termination of this Contract and the transfer of all rights and duties arising under the
11 Contract, as may be necessary for the orderly, un-disrupted continuation of the business of each
12 party.
13

14 Termination for cause shall not be deemed an election of remedies, rather termination shall be
15 in addition to all other remedies available to DTC, including without limitation, any claim for
16 damages arising out of CONTRACTOR default.
17

18 232 Assignment

19 CONTRACTOR shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right,
20 title, or interest in or to the same or any part thereof without prior written consent of DTC endorsed
21 thereon or attached thereto. Should said assignment be made by Court order, all rights and obligations of
22 CONTRACTOR under this contract shall fall to and be incumbent upon CONTRACTOR's successors and
23 assigns.
24

25 Any part of this proposal - including options that are not executed by DTC - shall be assignable by DTC
26 with vender's consent to any entity – public or private – not party to the contract between DTC and the
27 vendor. Said options shall be executable or assignable by DTC from award date to two years after the last
28 article in DTC's initial order is delivered.
29

30
31 233 Covenant Against Contingent Fees

32 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or
33 secure this Contract upon an agreement or understanding for a commission or bona fide established
34 commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business. For
35 breach or violation of this covenant, DTC shall have the right to annul this contract without liability or at
36 its discretion, to deduct from the contract price, or otherwise recover the full amount of such
37 commission, percentage, brokerage, or contingent fee.
38

39
40 234 Patent Rights

41 CONTRACTOR agrees to comply with 37 CFR Part 401 and 49 CFR Parts 18 and 19. Bidders/Proposers are
42 hereby notified that under no circumstances may a patent be applied for under work or services
43 purchased within the scope of these specifications, and that any attempt to circumvent FTA's
44 requirements and regulations under any contract which may be let for research and design will result in
45 termination of any and all agreements.
46
47
48
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51

- 1 235 Release of Information
2
3 CONTRACTOR agrees not to release data or information about the results of the agreed upon project to
4 any person outside of DTC without first obtaining written authorization to release such information from
5 DTC.
6
- 7 236 Ownership of Documents
8
9 DTC and FTA will become the sole and exclusive owners of all documents prepared by the
10 Bidder/Proposer upon payment for same by DTC, except any documents which may be protected by
11 patent, lease or other written documents which provide proof of ownership plus production drawings,
12 bills of material, purchase orders, etc.
13
14 No reports, maps or other documents produced in whole or in part under this contract shall be the
15 subject of an application for copyright by or on behalf of CONTRACTOR.
16
17 CONTRACTOR shall, at its own expense, defend all suits or proceedings instituted against DTC and pay any
18 award of damages assessed against DTC in such suits or proceedings, insofar as the same are based on
19 any claim that materials furnished or work performed under the contract constitutes an infringement of
20 any patent, trade secret, copyright, or any other proprietary right to which DTC claims ownership.
21
- 22 237 Retention of Records
23
24 CONTRACTOR shall retain all records pertaining to this contract for a minimum of three (3) years from the
25 date of all services to DTC and release of all retainage by DTC to CONTRACTOR.
26
- 27 238 Workmens' Compensation Act
28
29 CONTRACTOR shall comply with the State law known as the Workmens' Compensation Act and shall pay
30 into the State insurance fund the necessary premiums required by the Act.
31
32 Any and all of the employees of CONTRACTOR while engaged in the performance of any work required by
33 CONTRACTOR under this agreement shall be considered to be employees of CONTRACTOR only and not of
34 DTC, and any and all claims that may arise from the Workers Compensation Act on behalf of said
35 employees while so engaged, and any and all claims made by any third party as a consequence of any act
36 or omission on the part of CONTRACTOR's employees while so engaged in any of the work or services
37 provided to be rendered herein, shall be the sole obligation and responsibility of CONTRACTOR.
38 CONTRACTOR may provide certifications in lieu of the above if said is a qualified self-insurer of Workers
39 Compensation.
40
- 41 239 Social Securities Act/Unemployment Compensation, Etc.
42
43 CONTRACTOR shall be and remain an independent CONTRACTOR with respect to all services performed
44 hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all
45 contributions or taxes for social security, unemployment insurance and old age retirement benefits or
46 annuities now or hereafter imposed under any State and Federal law which are measured by the wages,
47 salaries or other remunerations paid to persons by CONTRACTOR on work performed under the terms of
48 this contract and further agrees to obey all lawful rules and regulations and to meet all lawful
49 requirements which are now or hereafter may be issued or promulgated under said respective laws by
50 any duly authorized State or Federal officials; and said CONTRACTOR also agrees to indemnify and save
51 harmless DTC from any such contributions or liability therefor.

1 240 Federal Assistance
2
3 The procurement under this contract are supported in part by Federal assistance under grants made by
4 the Department of Transportation, Federal Transit Administration, and the Michigan Department of
5 Transportation, pursuant to the Federal Transit Act. When so funded, this contract shall be subject to all
6 rules and regulations promulgated pursuant thereto.
7
8 241 Work Hours Act
9
10 Compliance with 40 USC 327 through 330. If the subject procurement should require the employment of
11 laborers or mechanics on DTC premises, CONTRACTOR agrees to be bound by the provisions of Title 40,
12 Section 327 through 330, United States Code, also known as the Work Hours Act of 1962.
13
14 242 Davis Bacon Act (Prevailing Wage Rates, for Construction Contracts Only)
15
16 The requirements of the Davis Bacon Act [40 USC § 167; 276a - 276a-5, and 29 CFR § 5] will apply to all
17 construction contracts exceeding the prevailing wage threshold levels established by the Michigan Wage
18 and Hour Division.
19
20 Bidders/Proposers are hereby notified that they will be required to pay minimum wages to all laborers
21 and mechanics at a rate not less than the minimum wage specified in the wage determination made by
22 the United States Secretary of Labor. The minimum wage so paid shall be that in effect ten (10) days
23 before Bid/Proposal opening.
24
25 243 Reserved
26
27 244 Interest of Members or Delegates to Congress
28
29 No member, or delegates to the Congress of the United States shall be admitted to any share of this
30 contract or to receive any benefit arising therefrom.
31
32 245 Conflict of Interest
33
34 No officer, agent or trustee of CONTRACTOR shall participate in the selection or administration of this
35 contract if a conflict of interest, real or apparent, would be involved or appear to be at issue.
36
37 246 False or Fraudulent Statements and Claims
38
39 CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as
40 amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R.
41 Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract,
42 CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it
43 may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for
44 which this contract work is being performed. In addition to other penalties that may be applicable,
45 CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent
46 claim, statement, submission, or certification, the Federal Government reserves the right to impose the
47 penalties of the Program Fraud Civil Remedies Act of 1986 on CONTRACTOR to the extent the Federal
48 Government deems appropriate.
49
50 CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent
51 claim, statement, submission, or certification to the Federal Government under a contract connected with

1 a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the
2 authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. §
3 1001 and 49 U.S.C. § 5307(n)(1) on CONTRACTOR, to the extent the Federal Government deems
4 appropriate.
5

6 CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part
7 with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except
8 to identify the subcontractor who will be subject to the provisions.
9

10 247 No Federal Government Obligations to Third Parties
11

12 DTC and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal
13 Government in or approval of the solicitation or award of the underlying contract, absent the express
14 written consent by the Federal Government, the Federal Government is not a party to this contract and
15 shall not be subject to any obligations or liabilities to DTC, CONTRACTOR, or any other party (whether or
16 not a party to that contract) pertaining to any matter resulting from the underlying contract.
17

18 CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with
19 Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to
20 identify the subcontractor who will be subject to its provisions.
21

22 248 Privacy
23

24 CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information
25 restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other
26 things, CONTRACTOR agrees to obtain the express consent of the Federal Government before
27 CONTRACTOR or its employees operate a system of records on behalf of the Federal Government.
28 CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal
29 penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the
30 terms of the Privacy Act may result in termination of the underlying contract.
31

32 CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of
33 records on behalf of the Federal Government financed in whole or in part with Federal assistance
34 provided by FTA.
35

36 249 Procurement
37

38 CONTRACTOR and its Subcontractors will not make any procurements using exclusionary or discriminatory
39 specifications, state or local geographic preferences, and shall comply with Buy America regulations at 49
40 CFR 661 and shall make contract awards to other than the lowest, responsive and responsible
41 Bidder/Proposer only when such award meets the requirements of 49 CFR 53 and C4220.1F.
42

43 250 Special Requirements for Transit Service Contracts
44

45 If this contract is for transit service operated by CONTRACTOR on behalf of DTC, the following
46 requirements will also apply:
47

- 48 a. CONTRACTOR will not operate any charter service unless such service complies with 49 CFR 604.
49
50 b. CONTRACTOR will not operate any school bus service unless such service complies with 49 CFR
51 605.

1 c. CONTRACTOR shall maintain a Drug Free Workplace per 49 CFR 29 Subpart F; shall comply with
2 random drug testing requirements at 49 CFR 653 (and section 48 of this contract).

3
4 d. CONTRACTOR shall comply with alcohol abuse regulations at 49 CFR 654.

5
6 251 Contract Work Hours and Safety Standards Act as Amended (Construction Projects Only)

7
8 Sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, [40 USC §§ 327
9 through 333; 29 CFR Part 5; 29 CFR Part 1926] will apply to construction contracts.

10
11 The wages of every mechanic and laborer will be computed on the basis of a standard work week of 40
12 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of
13 not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

14
15 252 Copeland "Anti-Kickback" Act, as amended (Construction Projects Only)

16
17 The Copeland "Anti-Kickback" Act, [40 USC § 276c, 29 CFR § 3, and 29 CFR § 5] will apply to construction
18 contracts.

19
20 CONTRACTOR agrees that it will not induce, by any means, any person employed in the construction,
21 completion, or repair of public work, to give up any part of the compensation to which that employee is
22 otherwise entitled.

23
24 253 Seismic Safety (Construction Projects Only)

25
26 CONTRACTOR agrees that any new building or addition to an existing building will be designed and
27 constructed in accordance with the standards for Seismic Safety required in Department of
28 Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent
29 required by the regulation. CONTRACTOR also agrees to ensure that all work performed under this
30 contract including work performed by a subcontractor is in compliance with the standards required by the
31 Seismic Safety Regulations and the certification of compliance issued on the project.

32
33 254 Hatch Act/Work Day and Work Week Standards (Construction Projects Only)

34
35 Bidder/Proposers are hereby notified that under the terms of this specification, the standard work day is
36 eight (8) hours and the standard work week is forty (40) hours. Any work in excess of these standards
37 must be compensated at time and one-half (1.5). Also no laborer or mechanic shall be required to work in
38 any unsanitary, hazardous, or any area which may be dangerous to their health or safety.

39
40 255 Cargo Preference (Where Applicable)

41
42 Bidders/Proposers are hereby notified to utilize privately owned U.S. Flag Vessels to ship at least fifty
43 percent (50%) of the gross tonnage involved in this agreement, to the extent such vessels are available at
44 fair and reasonable rates (49 CFR 381).

45
46 256 Drug and Alcohol Testing

47
48 All contractors who employees engage in safety-sensitive functions for DTC (as defined in FTA's Drug and
49 Alcohol regulations at 49 CFR 653 and 49 CFR 654) shall comply with those regulations and either (1)
50 establish random testing procedures for their employees that comply with these regulations or (2) include
51 their employees in DTC's random testing procedures and absorb the cost of same, if any. Generally,

1 safety-sensitive employees are those who drive, maintain, control, repair, service, or inspect any revenue
2 vehicle for DTC, or carry a firearm to provide security for DTC.

3
4 257 Clean Air

5
6 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the
7 Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CONTRACTOR agrees to report each violation to DTC
8 and understands and agrees that DTC will, in turn, report each violation as required to assure notification
9 to FTA and the appropriate EPA Regional Office.

10
11 CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000
12 financed in whole or part with Federal assistance provided by FTA.

13
14 258 Clean Water

15
16 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the
17 Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report
18 each violation to DTC and understands and agrees that DTC will, in turn, report each violation as required
19 to assure notification to FTA and the appropriate EPA Regional Office.

20
21 CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000
22 financed in whole or part with Federal assistance provided by FTA.

23
24 259 Energy Conservation

25
26 CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which
27 are contained in the state energy conservation plan issued in compliance with the Energy Policy and
28 Conservation Act.

29
30 260 Recycled Products

31
32 CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation
33 and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory
34 provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items
35 designated in Subpart B of 40 CFR Part 247.

36
37 261 Certifications

38
39 All Bidders/Proposers will be required to execute certifications indicated in Part 3 of this RFP.

40
41 262 Compliance with Laws and Regulations

42
43 All materials and supplies furnished pursuant to the specifications shall be in compliance with the laws
44 and regulations of the U.S. Department of Transportation/Federal Department of Transportation and the
45 State of Michigan. CONTRACTOR acknowledges Federal and/or State laws and regulations may change
46 during the life of this contract and that the changed laws and regulations will apply to this contract unless
47 otherwise determined by Federal and/or State governments. CONTRACTOR shall, if requested by DTC,
48 supply certification and evidence of such compliance. The contract shall be construed pursuant to the
49 laws of the State of Michigan.

1 263 Severability of Contract
2
3 If any term, provision, covenant or condition of this contract and agreement is held by a court of
4 competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain
5 in full force and effect and in no way shall be affected, impaired or invalidated.
6
7 264 Applicable Law and Jurisdiction
8
9 This agreement has been executed in Wayne County, Michigan and shall be governed according to the
10 laws of the State of Michigan. The parties agree that the Wayne County Court of Common Pleas shall
11 have exclusive jurisdiction to hear any dispute related to this contract.
12
13 265 Integrated Agreement
14
15 The Invitation for Bid/Proposal, Addendum(s) (if any), DTC Resolution Awarding a Contract, Contract and
16 Contract Amendment(s) (if any), shall constitute the entire agreement between the parties. Copies of the
17 applicable FTA Part 1 and ODOT grant contracts and DTC Tax Exemption Certificates will be provided to
18 the successful Bidder/Proposer upon request. No oral modifications or representations are enforceable
19 unless reduced to written form, signed by both parties, and annexed hereto prior to performance of the
20 modified work. Additional terms and conditions submitted by CONTRACTOR with its Bid/Proposal are
21 disregarded unless specifically accepted in writing.
22
23 Neither party to this agreement has been induced to make or enter into the agreement by reason of any
24 promise, agreement, representation, statement or warranty other than is contained herein or in
25 CONTRACTOR's Bid/Proposal.
26
27 Should any part of this agreement be held unenforceable by any competent judicial body, such
28 determination shall not effect the remainder thereof and the balance of this agreement shall remain in
29 full force and effect.
30
31 266 CONTRACTOR's Representation
32
33 CONTRACTOR represents and warrants that its Bid/Proposal is genuine and not sham or collusive or made
34 in the interest or in behalf of any person not therein named, and that CONTRACTOR has not, directly or
35 indirectly, induced or solicited any other person to submit a sham Bid/Proposal, or any other person, firm
36 or corporation to refrain from submitting a Bid/Proposal, and that CONTRACTOR has not in any manner
37 sought by collusion to secure itself an advantage over any other Bidder/Proposer.
38
39 267 DTC's Understanding
40
41 DTC enters this contract under the assumption of truth regarding all facts presented by CONTRACTOR, its
42 Bid/Proposal and the Bid/Proposal specifications. In the event that any information contained in that
43 CONTRACTOR's Bid/Proposal is found to be inaccurate, DTC may exercise its rights to void this contract as
44 discussed under the section of this contract labeled Termination.
45
46 268 Reserved
47
48 269 Non-Smoking Policy
49
50 DTC's entire facility - including rail cars, stations, offices, maintenance areas, stores, vehicle servicing
51 areas, lanes, parking lots and roadways - is a non-smoking facility. Smoking is prohibited everywhere.

1 CONTRACTOR, its employees and sub-contractors shall adhere to this policy at all times. Any contractor
2 or his/her employees found violating this policy will be removed from the property for the day and DTC
3 will withhold payment for the subject time period.
4

5 270 Suspension of Work During Alerts Issued by Homeland Security Advisory System
6

7 When the Federal Homeland Security Advisory System (HSAS) or the Federal Transit Administration (FTA)
8 issues a Threat Condition Alert, DTC shall have the right to suspend or delay completion of work under
9 this Contract and take additional action as DTC deems necessary to secure the DTC's facilities as follows:
10

11 Threat Condition Orange: DTC shall have the right to delay or suspend all non-vital facilities work, as
12 determined in its sole discretion, monitor all work areas and CONTRACTOR's personnel and equipment
13 entering work areas.
14

15 Threat Condition Red: DTC shall have the right to suspend all non-critical maintenance and capital work,
16 as determined in its sole discretion, and to restrict or deny access to work areas.
17

18 Threat Conditions Black and Purple: DTC shall have the right to suspend all maintenance and capital work,
19 as determined in its sole discretion, and to restrict or deny access to work areas.
20

21 DTC shall provide notice to CONTRACTOR, as soon as is practicable, of the receipt of a Threat Condition
22 Alert and the effect such alert will have upon the work of CONTRACTOR.
23

24 To facilitate the provision of such notice, CONTRACTOR is required to provide the Program Manager with
25 emergency contact information in the form of cell phone numbers, facsimile numbers and e-mail
26 addresses to which such notices may be forwarded, and to keep said numbers current.
27

28 Notice or attempted notice given to the most recent points of contact shall be deemed to be sufficient
29 notice to CONTRACTOR that work shall be delayed or suspended in accordance with this paragraph. Any
30 delay or suspension of work required under this paragraph shall not entitle CONTRACTOR to any claims
31 for additional compensation under this contract.
32

33 Should the FTA or the HSAS adopt a different method of identifying threats to homeland security, or if the
34 FTA or the HSAS adopts rules binding upon DTC for the suspension of work which differ from those set
35 forth herein, this Contract shall be modified by written agreement of the parties to reflect such changes.
36

37 271 Identification of CONTRACTOR Personnel
38

39 CONTRACTOR shall provide personnel who enter upon DTC's property with distinctive identification
40 badges showing the employer's name, the employee's name, the employee's job title and any employee
41 identification number assigned to such employee. All personnel shall display these badges prominently
42 upon their persons while on DTC's property. DTC will allow only properly certified personnel of
43 CONTRACTOR on its property.
44

45 DTC shall have the right to require CONTRACTOR to conduct background checks on its employees and to
46 remove from DTC's property any employee DTC considers incompetent, careless, or who constitutes a
47 security risk or safety hazard. CONTRACTOR's personnel must have all appropriate documentation, as
48 determined by DTC, to gain access to DTC property.
49

50 DTC will advise CONTRACTOR in writing of the necessary documentation and identification required to
51 gain access to DTC property, based upon the Federal Department of Homeland Security threat level in

1 effect from time to time, and subject to any additional security requirements mandated by the Federal
2 Department of Homeland Security, the Federal Transit Administration, or any other federal or state
3 agency.
4

5 272 Funding Agencies
6

7 The Federal Transit Administration is the federal agency through which funds may have been granted to
8 DTC in support of this project. It is abbreviated "FTA" in this document and is located at:
9

10 Suite 320
11 200 West Adams Street
12 Chicago, Illinois 60606
13 (312) 353-2789
14

15 The Michigan Department of Transportation is the state agency through which funds are granted to DTC
16 in support of this project. It is abbreviated "MDOT" in this document and is located at:
17

18 State Transportation Building
19 425 W. Ottawa St.
20 P.O. Box 30050
21 Lansing, MI 48909
22 517-373-2090
23

24 273 Jurisdiction
25

26 This procurement is governed by the latest versions of Federal Transit Administration (FTA) Circular
27 C4220.1F, as amended, U.S. Department of Transportation's Uniform Administrative Requirements (49
28 CFR 18) and the Federal Acquisition Regulation (FAR). These are listed in descending order of application.
29

30 The Wayne County Circuit Court shall have exclusive jurisdiction to hear any dispute related to this
31 procurement once the protest procedure identified in Section 134 is exhausted. Section 228 governs
32 dispute resolution during the life of the contract.
33

34 274 Reserved
35

36 275 Reserved
37

38 276 Reserved
39

40 277 Reserved
41

42 278 Federal Changes
43

44 The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and
45 directives, including without limitation those listed directly or by reference in the Master Agreement
46 between the DTC and FTA, as they may be amended or promulgated from time to time during the term of
47 this contract. The Contractor's failure to so comply shall constitute a material breach of this Contract.
48
49
50
51

1 279 Incorporation of Federal Transit Administration (FTA) Terms

2
3 The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT,
4 whether or not expressly set forth in the preceding Contract provisions. All contractual provisions
5 required by DOT, as set forth in FTA Circular 4220.1F, as amended, are hereby incorporated by reference.
6 Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in
7 the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform
8 any act, fail to perform any act, or refuse to comply with any DTC requests which would cause the DTC to
9 be in violation of the FTA terms and conditions.

10
11 280 Suspension and Debarment

12 This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required
13 to verify that the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR
14 29.905, are not excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

15
16
17 The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to
18 comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

19
20 281 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L.
21 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

22
23 Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49
24 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has
25 not used Federal appropriated funds to pay any person or organization for influencing or attempting to
26 influence an officer or employee of any agency, a member of Congress, officer or employee of Congress,
27 or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any
28 other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the
29 Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds
30 with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are
31 forwarded from tier to tier up to the Contractor.

32 282 Fly America

33
34 The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the
35 General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and
36 subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S
37 Government-financed international air travel and transportation of their personal effects or property, to
38 the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined
39 by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate
40 certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available
41 or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of
42 compliance with the Fly America requirements. The Contractor agrees to include the requirements of this
43 section in all subcontracts that may involve international air transportation.

44
45 283 ADA Access

46
47 The Contractor and any of its Subsuppliers under the Contract agree to comply with all applicable
48 requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101 et seq.; Section 504
49 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and the following
50 regulations and any amendments thereto:

- 1 1. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- 2 2. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving
- 3 or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- 4 3. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT
- 5 regulations, "American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36
- 6 CFR Part 1192 and 49 CFR Part 38;
- 7 4. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and
- 8 Local Government Services," 28 CFR Part 35;
- 9 5. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in
- 10 Commercial Facilities," 28 CFR Part 36;
- 11 6. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41
- 12 CFR Subpart 101-19;
- 13 7. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment
- 14 Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- 15 8. Federal Communications Commission regulations, "Telecommunications Relay Services and Related
- 16 Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, Subpart F;
- 17 9. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
- 18 10. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part
- 19 1194; and
- 20 11. Any implementing requirements FTA may issue.

21 284 Rights in Data and Copyrights

22
23 A. **Rights in Data** - The following requirements apply to each contract involving experimental,

24 developmental or research work unless such work is primarily a capital or operating project:

25

26 (1) The term "subject data" used in this clause means recorded information, whether or not copyrighted,

27 that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial

28 delineation in media such as drawings or photographs; text in specifications or related performance or

29 design-type documents; machine forms such as punched cards, magnetic tape, or computer memory

30 printouts; and information retained in computer memory. Examples include, but are not limited to:

31 computer software, engineering drawings and associated lists, specifications, standards, process sheets,

32 manuals, technical reports, catalog item identifications, and related information. The term "subject data"

33 does not include financial reports, cost analyses, and similar information incidental to contract

34 administration.

35

36 (2) The following restrictions apply to all subject data first produced in the performance of the Contract:

37

38 (a) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-

39 free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize

40 others to use, for "Federal Government purposes," any subject data, patent copyright, or other

41 proprietary rights described in subsections (2)(a)1 and (2)(a)2 of this clause below. As used in the

42 previous sentence, "for Federal Government purposes," means use only for the direct purposes of the

43 Federal Government. Without the proprietary right owner's consent, the Federal Government may not

44 extend its Federal license to any other party.

45

46 1. Any subject data developed under the Contract, whether or not a copyright or patent has been

47 obtained; and

48

49 2. Any rights of copyright, patent or other proprietary rights purchased by the DTC or Contractor using

50 Federal assistance in whole or in part provided by FTA.

1 (b) Upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold
2 harmless the Federal Government, its officers, agents, and employees acting within the scope of their
3 official duties against any liability, including costs and expenses, resulting from any willful or intentional
4 violation by the Contractor of proprietary rights, copyrights, patents, or right of privacy, arising out of the
5 publication, translation, reproduction, delivery, use, or disposition of any data furnished under the
6 Contract. The Contractor shall not be required to indemnify the Federal Government for any such liability
7 arising out of the intentionally wrongful act of any employee, official, or agents of the Federal
8 Government.
9

10 (c) Nothing contained in this clause on rights in data shall imply a license to the Federal Government
11 under any patent or be construed as affecting the scope of any license or other right otherwise granted to
12 the Federal Government under any patent.
13

14 (d) Data developed by the DTC or the Contractor and financed entirely without using Federal assistance
15 provided by the Federal Government that has been incorporated into work required by the underlying
16 Contract is exempt from the requirements of subsections 2(a), 2(b) and 2(c) of this clause, provided that
17 the DTC or Contractor identifies that data in writing at the time of delivery of the Contract work.
18

19 (e) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each
20 subcontract for experimental, developmental, or research work financed in whole or in part with Federal
21 assistance provided by FTA.
22

23 285 Sample Contract

24
25 A sample contract is attached to this Request for Proposals for informational purposes only.
26

27 286 Civil Rights Requirements

28 **29 U.S.C. § 623, 42 U.S.C. § 2000**
29 **42 U.S.C. § 6102, 42 U.S.C. § 12112**
30 **42 U.S.C. § 12132, 49 U.S.C. § 5332**
31 **29 CFR Part 1630, 41 CFR Parts 60 et seq.**

32 **Civil Rights** - The following requirements apply to the underlying contract:

33 (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d,
34 section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the
35 Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the
36 Contractor agrees that it will not discriminate against any employee or applicant for employment because
37 of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply
38 with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

41 (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as
42 amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply
43 with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL)
44 regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity,
45 Department of Labor," 41 C.F.R. Parts 60 et seq. (which implement Executive Order No. 11246, "Equal
46 Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246
47 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal
48 statutes, executive orders, regulations, and Federal policies that may in the future affect construction
49 activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to

1 ensure that applicants are employed, and that employees are treated during employment, without regard
2 to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the
3 following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or
4 termination; rates of pay or other forms of compensation; and selection for training, including
5 apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA
6 may issue.

7 (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended,
8 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from
9 discrimination against present and prospective employees for reason of age. In addition, the Contractor
10 agrees to comply with any implementing requirements FTA may issue.

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

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

18 287 Access to Third Party Contract Records

19
20 DTC agrees to require, and assures that its CONTRACTOR require, their third party contractors and third
21 party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller
22 General of the United States or their duly authorized representatives, access to all third party contract
23 records as required by 49 U.S.C. § 5325(g). The CONTRACTOR further agrees to require, and assures that
24 its subcontractors require, their third party contractors and third party subcontractors, at each tier, to
25 provide sufficient access to third party procurement records as needed for compliance with Federal laws
26 and regulations or to assure proper Project management as determined by FTA.

27
28 288 National Intelligent Transportation Systems (ITS) Architecture and Standards

29
30 To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation
31 Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and
32 follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed.
33 Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date,
34 except to the extent FTA determines otherwise in writing.

35
36 289 State, Territorial, and Local Law

37
38 Should a Federal law pre-empt a State, territorial, or local law, regulation, or ordinance, the CONTRACTOR
39 must comply with the Federal law and implementing regulations. Nevertheless, no provision of the Grant
40 Agreement or Cooperative Agreement for the Project, or this Master Agreement requires the
41 CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any
42 other thing in contravention of State, territorial, or local law, regulation, or ordinance. Thus if compliance
43 with any provision of the Grant Agreement or Cooperative Agreement for the Project, or this Master
44 Agreement violates or would require the CONTRACTOR to violate any State, territorial, or local law,
45 regulation, or ordinance, the CONTRACTOR agrees to notify FTA immediately in writing. Should this occur,
46 FTA and the CONTRACTOR agree that they will make appropriate arrangements to proceed with or, if
47 necessary, terminate the Project expeditiously.
48
49



OWNED AND OPERATED BY THE DETROIT TRANSPORTATION CORPORATION

**Buhl Building, 535 Griswold, Suite 400
Detroit, MI 48226
(313) 224-2160 / (313) 224-2134 fax
www.thepeoplemover.com**

**REQUEST FOR PROPOSALS
PROJECT 12-2013R**

TRANSIT ORIENTED DEVELOPMENT STUDY

ISSUED: JANUARY 24, 2014

DUE: 5:00 pm – FEBRUARY 24, 2014

**Part 2 of 3
Scope of Work**

**THERE WILL NOT BE A PRE-BID CONFERENCE
FOR THIS SOLICITATION**

SECTION 300

STUDY OF ECONOMIC AND COMMUNITY BENEFITS OF THE DOWNTOWN DETROIT PEOPLE MOVER RAIL DISTRIBUTION SYSTEM

I PRELIMINARY INFORMATION FOR RESPONDENTS

The Detroit Transportation Corporation is seeking proposals from qualified firms to determine the economic community benefits of the Detroit People Mover (DPM), a 2.9 mile publicly funded rail distribution system in the downtown Detroit Central Business District that has been in operation since 1987. The study will construct through the development of the econometric model a Transit Oriented Development (TOD) shed. The existing developments at or near People Mover stations will be assessed and a value contributor calculated and assigned to estimate the impact of the DPM on development. The study will also review existing developments prior to the construction of the People Mover at or near the current station locations.

Persons and organizations submitting proposals should have documented previous experience in the construction and testing of econometric models similar to the model described in this Scope of Work, and in the direct implementation of those models to quantify, evaluate, and construct written reports of measured economic impacts.

The development of the econometric model will also have some transferable benefits with particular emphasis on TOD development to at-grade rail systems such as a modern Street Car, Light Rail, and Bus Rapid Transit.

The Detroit Transportation Corporation expects the consultant to complete the study in 12 months.

II. STUDY LOCATION

The study location is the City of Detroit and specifically the downtown Central Business District.

III. BACKGROUND INFORMATION

- DTC Project Manager

The project manager for this Study will be Mr. Cornelius Henry; Transportation Specialist, Buhl Building, 535 Griswold, Suite 400, Detroit, Michigan 48226.

- Anticipated Study Uses-Overview

The relative benefit and availability of local public transportation is an important consideration in developing local and regional government planning strategies, and is a frequent topic in local governmental decision making. DTC desires to have constructed an econometric model that will be capable of objectively measuring the extent of economic and community benefits that can be attributed to the provision of downtown rail transit service. These benefits include employment, attraction of new business, increases in existing business activity to include, education, healthcare, tourism, congestion mitigation, safety and environmental benefits. DTC also desires that this model be able to measure the extent that public transit service (DPM) assists cost avoidance (in terms of social programs) associated with providing transportation independence for seniors, persons with disabilities and young people.

There are two (2) distinct anticipated phases of this study: 1) development of an economic measurement model as described in detail below; and 2) implementation of the model by collecting and evaluating baseline economic data relevant to the DPM system collected at or near the 13 stations.

It is possible that different types and degrees of economic and community benefits accrue at the different station locations, depending on population characteristics, geographic location, business activity and other characteristics of the area being studied. Therefore, it will be an inherent objective of the study to account for and analyze these variations, in order to broaden the relevance of the study to DTC and other agencies interested in gaining an understanding of the impact of this type of model.

Moreover, as presently envisioned by DTC, the requested economic model will provide for local economic analysis at the station and area levels. The model is intended to make an economic impact assessment that is quantifiable and able to estimate outputs/outcome at an acceptable precision level.

It should also be emphasized that the economic model will, ideally, be used independently by end users, e.g., by local transportation providers, as well as local, regional and state level policy makers and planners, to guide public transportation planning and financing decisions at various levels over a period of time following the study, and which will produce highly valid and detailed results over time.

Proposers are requested to include in their proposals an assessment of whether an economic model can be constructed which can be implemented independently by end users, and will yield a sufficiently rigorous and detailed analysis to withstand critical scrutiny, for the purpose of guiding local, regional, and statewide policy regarding the impact value of Transit Oriented Development.

The model will be used by DTC and possibly other transit providers in the region. DTC will require the Contractor to deliver a procedures manual (“User Manual”) as written documentation.

Proposer's Understanding of Service to be Provided-Overview.

Proposers should demonstrate the following in conjunction with the "Understanding of Service and Innovations" element of the Proposal Selection Criteria section of this Scope of Work:

- A demonstration of the Proposer's understanding of DPM rail distribution systems.
- A demonstration of the knowledge of Transit Oriented Development.
- A demonstration of Pre and Post impact analysis.
- A demonstration of economic input/output models with specific emphasis on transit benefits.
- A demonstration of understanding of economic hedonistic theory and the application to rail station development and the impact on real estate values.
- A demonstration of measuring ways to capture the economic impact of downtown convention business and the economic impact of special events on the DPM systems.
- A bibliographic listing of similar previous studies constructed by the Proposer, and a listing of other scholarly sources of background information found by the Proposer when developing its proposal for this study, including a brief written explanation of why the Proposer chose those sources.

● Qualifications of the Proposer's Team-Overview

Based on the above anticipated uses, Proposers should demonstrate the following in conjunction with the "Qualifications of Team" element of the Proposal Selection Criteria section of this Scope of Work:

- A preliminary demonstration of the Proposer's knowledge and skill at development of economic models similar to the model now being considered, including knowledge of relevant literature on measuring economic impacts of public transportation, and a description of previous economic measurement models the Proposer has developed
- An overview of how the Proposer would approach the project, e.g. tasks involved and projected timeframe for completion of these tasks.
- A description of how the Proposer would develop the required economic model for DTC; submission of a sample prototype model as part of the Proposer's proposal, including a proposed system of scale/geography categories and rules on how to adapt the model to the various categories.
- A description of the relative strengths and weaknesses, in the Proposer's judgment, of a model that is geared for use independently on an ongoing basis by the above- mentioned end users. DTC is particularly interested in learning -- during the bid process -- whether the Proposer sees a necessary relationship between the relative "ease of use" of the model and its 1) scientific validity and quality of results and 2) its versatility as to scope and depth of measurable outputs. It is specifically requested that the Proposer include a statement

evaluating the extent to which making the model relatively “easy to use” independently by its identified end users, will impact the model’s scientific rigor and validity as a legitimate basis for policymaking activities.

- A description of the level of training and professional consultation that, in the Proposer’s judgment, would be needed to use the model independently on an ongoing basis by DTC staff.

IV. STUDY OBJECTIVES AND OVERVIEW OF DELIVERABLES

PHASE ONE- CONSTRUCT ECONOMIC MODEL

The objective of this study is construction and evaluation of an economic model that can be used independently by DTC, local transit providers or by local, regional and state government decision makers and planners to measure, evaluate and track, over time, the extent Transit Oriented Development has at or near rail stations. The model will also measure the economic impact in general of the Detroit downtown people mover system., and its subsequent benefits.

Note: as work progresses, all deliverables will be presented by the Contractor in draft form for review by DTC staff.

As background, DTC has noted three potentially relevant previous studies. These are:

- “Assessment of the Potential Fiscal Impacts of Existing and Proposed Transit-Oriented Development in the Dallas Area Rapid Transit Service Area” prepared by Terry L. Clower, Ph.D., Bernard Weinstein, Ph.D., Michael Seman, M.S.
- Project 0092-05-14, “The Socioeconomic Benefits of Transit in Wisconsin, Phase II: Benefit Cost Analysis,” produced through the Wisconsin Department of Transportation Research Program, 4802 Sheboygan Ave., Madison, WI 53707
- Economic and Community Benefits of Local Bus Service –HDR-Decision Economics, March 2010, Michigan Department of Transportation

DTC has not adopted the research findings or tested the research methodology of any study. These studies are noted only as information and may assist as possible evaluation models, based entirely on the independent judgment of interested Proposers. Proposers may or may not decide to use either or both of these models as sources for consideration. DTC has no pre-determined preference either for or against the general approach taken in either of these studies.

To accommodate DTC’s objective, the Contractor will be required to provide the following specific deliverables:

Deliverable Number One: Based on a review of relevant literature and a detailed assessment of downtown people mover systems, the model delivered will contain all of the following characteristics:

- The model will be desk-top based with ease of use a priority.
- To the extent possible, the independent variables (data inputs to equations) should be contained in a general use accessible file.
- To the extent possible, independent variables (data inputs) such as ridership, cost etc should be available in MDOT's Public Transportation Management System (PTMS).
- The model will be capable of measuring benefits including employment, attraction of new business, increases in existing business activity, education, healthcare, tourism, conventions, congestion mitigation, safety and environmental benefits. The model will also be able to measure the extent that public bus transit service assists cost avoidance (in terms of social programs) associated with providing transportation independence for seniors, persons with disabilities and young people.
- The Contractor will document how the model will be independently implemented by policy makers at the local, and regional including a workable system of scale/geography categories and rules on how to adapt the model to the various categories, over a period of years after completion of the model and the Contractor's responsibilities, and with minimal external consultation.
- The Contractor will demonstrate to the DTC Project Team, through submitted written materials and meetings with the Project Team as may be necessary, that the economic model contains all of the above required characteristics.

Deliverable Number Two: The Contractor will ensure delivery of an economic measurement model that can be used independently to measure the desired benefits. To this end, as Deliverable Number Two, the Contractor will demonstrate how the model would be used independently by DTC and transit agencies in the region and specifically the RTA.

- The results of the outputs obtained from implementing the model;
- A user interface (electronic format) that forms a useable package for end users;
- An analysis of the model's performance in meeting all of the characteristics as outlined in deliverable Number One above.

Deliverable Number Three: To fully support the usefulness of the economic model in Phase One, the Contractor will prepare a final report to include the following:

- Documentation supporting the validity of the model, including bibliographic or other scientific references;
- An interface with the model (electronic format) that forms a useable package for DTC and end users of the model; and
- A procedures manual ("User Manual").

PHASE TWO- IMPLEMENT THE ECONOMIC MODEL

The objective of Phase Two will be the implementation of the above-constructed model.

Deliverable Number One: Demonstration and evaluation of the model by implementing it fully at DTC.

Deliverable Number Two: As part of the implementation, the Contractor will test and **ensure** the model's feasibility as a tool for DTC to conduct measurements of public transportation economic and community benefits over a period of years, without need for ongoing external professional consultation.

Deliverable Number Three: Estimate the parameters (constant values) of the model using data defined above, and provide DTC with equations which are ready to use when the values of independent variables (inputs to the model's equations) change in the future.

Deliverable Number Four:

- Prepare a draft final report containing a report of the baseline economic analysis and measurements conducted using the model at the local level.
- Submit the draft final report to DTC.

Deliverable Number Five:

- Prepare a final report containing the materials as specified in Deliverable Number Four.
- Submit the final report to DTC. DTC will submit the final report to MDOT.

V. GENERAL SEQUENCE OF ACTIVITIES

1. Following the selection and contract process, the Contractor will meet with DTC staff and discuss any related matters deemed necessary at this time to ensure success of the project.
2. The Contractor will develop a detailed work plan for the objective and deliverables. The work plan will be submitted and approved by DTC prior to the commencement of work.
3. The Contractor will carry out activities as outlined in the work plan for the objectives identified. The Contractor will submit progress reports monthly. The Contractor will identify any unique problems that may arise during the course of the project and will recommend and implement solutions to those problems.
4. The Contractor will prepare a draft report regarding the results of the constructed economic model, and related conclusions and recommendations as outlined in the statement of deliverables above. The draft report will be reviewed by DTC staff.

5. The Contractor will prepare a final report regarding the results of the constructed economic model, and related conclusions and recommendations as outlined in the statement of deliverables above. The final report will be reviewed and approved by DTC staff.

**VI. RECOMMENDED STUDY SCHEDULE
(BENCHMARKS)**

| <u>Target Date</u> | <u>Description</u> |
|--------------------|---|
| March 31, 2014 | DTC issues Notice to Proceed to Contractor. |
| April 10, 2014 | Overview meeting with Contractor, DTC Staff. Contractor submits detailed work plan to complete deliverables and projected time for completion. |
| April 30, 2014 | Contractor starts work on projected development of economic model for analysis of public transit economic and community benefits. |
| August 27, 2014 | Contractor presents recommended economic model to DTC. |
| October 22, 2014 | Following review and approval of the recommended model, Contractor submits final report. |
| January 7, 2015 | DTC approves final deliverables. |

Note: Completion dates are predicated upon the estimated date of contract award. Should the award of this contract take longer than the DTC’s best estimate, specific completion dates will be renegotiated with the Contractor.

VII. PAYMENT SCHEDULE

Compensation for Phases One and Two of this Scope of Work shall be based on **milestones**. Such compensation shall be divided into payments with the following percentages for satisfactory completion of each milestone, as determined by the DTC:

| | |
|--|------|
| Completion of Phase One | 50% |
| Completion and DTC Acceptance of Phase Two | 50% |
| Total Reimbursement for Services: | 100% |

VIII. MONTHLY PROGRESS REPORT

On the 10th of each month, the Contractor's Project Manager will submit a Monthly Progress Report to Cornelius Henry, DTC's Project Manager.

IX. SUBCONTRACTING OF CONTRACT WORK

A minimum of 40% of all contracted work must be conducted by the prime contractor.

X. PRIME CONTRACTOR GENERAL RESPONSIBILITIES

1. Meet with the DTC Project Manager and Project Team prior to beginning any major work, to obtain approval to begin work, to review relationship of work to study objectives, location of data sources, and contact persons, and review sources for relevant DTC and community based data. Contractor will give attention to critical target dates that may require a large lead time.
2. The Contractor shall attend any project-related meetings as directed by the DTC Project Manager.
3. The DTC Project Manager shall be the official DTC contact person for the Contractor. The Contractor must address or send a copy of all correspondence to the DTC Project Manager, with a similar copy to the Procurement Office. This includes all sub-contractor correspondence and verbal contact records. The DTC Project Manager shall be aware of all communications regarding the project.
4. The Contractor shall notify DTC and obtain DTC approval of all proposed subcontractors for all work that will not to be performed directly by the Contractor.
5. As work progresses, Contractor will present all deliverables in draft form for review by DTC staff.

XI. DETAILED CONTRACTOR RESPONSIBILITIES (BY TASK)

Phase I – Deliverable Number One – Contractor will be responsible for the following items:

1. Preparation and submission of a detailed work plan based upon the objectives and deliverables, to include:
 - A detailed schedule and anticipated timeframe for completion of required tasks;
 - An outline of the model and the economic and community benefits to be studied;
 - An explanation of how the economic impacts measurement model will be researched, constructed and tested;

- An explanation of how the economic model will be implemented and evaluated locally and regionally, including the methods of data collection and analysis;
 - An explanation of how the case studies (“profiles”) will be determined and written;
 - An explanation of how the resulting draft and final reports will be written and presented.
2. As a specific deliverable, construct and test the economic measurement model with the following characteristics:
- The model will be scalable so as to be specific to all local /regional jurisdictions, and can be used by different sized public transportation providers with different geographic characteristics.
 - To the extent possible, the independent variables (data inputs to equations) should be available as data fields in MDOT’s existing PTMS, or a database easily accessible and manageable by DTC staff.
 - To the extent possible, independent variables (data inputs) not in PTMS should be available in the public domain.
 - The model will be capable of measuring benefits including employment, attraction of new business, increases in existing business activity, education, healthcare, tourism, congestion mitigation, safety and environmental benefits, and cost avoidance (in terms of social programs) associated with providing transportation independence for seniors, persons with disabilities and young people.
 - The model will incorporate specific economic and community benefits as reviewed by DTC.

Phase I – Deliverable Number Two – Contractor will be responsible for the following items:

To fully support the usefulness of this deliverable, the Contractor will perform the following:

- The Contractor will describe how the model will be independently implemented by policy makers at the local and regional level, including a workable system of scale/geography categories and rules on how to adapt the model to the various categories.
- The Contractor will advise on the extent of external professional guidance that will be needed to implement the model on occasions subsequent to the completion of the Contractor’s contract.
- The Contractor will report the results of the outputs obtained from implementing the model.
- The Contractor will provide a user interface (electronic format) that forms a useable package for end users.

- The Contractor will provide a written analysis of the model's performance in meeting all of the characteristics as outlined in deliverable Number One above.

Phase I – Deliverable Number Three – Contractor will be responsible for the following items:

- The Contractor will provide documentation supporting the validity of the model, including bibliographic or other scientific references.
- The Contractor will provide a procedure manual (“user manual”) as tailored for individual applications by DTC and area transit providers.

Phase II – Deliverable Number One – Contractor will be responsible for:

Evaluating the model by implementing it fully at DTC.

Phase II – Deliverable Number Two – Contractor will be responsible for:

Testing and providing an assessment of the model's feasibility as a tool to conduct local, regional, measurements of public transportation economic and community benefits over a period of years.

Phase II – Deliverable Number Three – Contractor will be responsible for:

- Estimating the parameters (constant values) of the model using data defined above for the various scale categories, and provides DTC with equations which are ready to use when the values of independent variables (inputs to the model's equations) change in the future.

Phase II – Deliverable Number Four – Contractor will be responsible for:

- Preparing a draft final report containing a report of the baseline economic measurements analysis conducted using the model at the local level.
- Submitting the draft final report to DTC for review and comment.

Phase II – Deliverable Number Five – Contractor will be responsible for:

- Preparing a final report containing the materials as specified in Deliverable Number Four, above.
- Submitting the final report to DTC.

XII. Proposal Selection Criteria and Total Possible Points

The evaluation criteria is indicated below, listed in descending order of importance.

1. Qualifications of Team: 40 Points.

The scoring for qualifications of team will be based on the following information:

- Structure of the Project Team (Personnel and Roles)-Describe the structure of the project team including the roles of all key personnel and sub-consultant/Contractors. For each sub-consultant Contractor, describe role in service and include what percent of the named role that the sub-consultant/Contractor is expected to provide.
- Staff Service Experience – Provide resumes for each of the key staff of the prime and sub-consultant/contractor.

2. Understanding of Service and Innovations: 30 Points.

- Describe the understanding of the service, innovations, or other issues you intend to propose. This information is to be based on the scope of work.
- Include any work item that you believe should be added to the scope of work, or any work item that is in the current scope of services which you believe should be altered.

3. Past Performance: 20 Points.

DTC will review relevant performance evaluations for the past five (5) years for prime and sub-consultants/contractors that are being proposed. If the Consultant/Contractor has not previously worked for DTC or has only had a few service opportunities that have been evaluated, this area can be used to provide other references for the Selection Team to contact. These references would be in addition to references provided in the resumes requested in subsection 2-“Qualifications of Team” above, and limited to work completed in the past five (5) years.

4. Price: 10 Points.

After scoring the proposal (Technical Proposal) with the above criteria (1-3), the Price Proposal will be scored using the following scale: the lowest price gets 10 points, second lowest price gets 9 points and so forth.

XIII. Proposal Submission

Written proposals shall serve as the principal mechanism for award; therefore, they should be as comprehensive as possible. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP.

Proposals must be submitted at the date and time indicated in the cover letter. In making an award, it is understood that the decision of the DTC shall be final. The

responsibility of proposal delivery is solely that of the Proposer, notwithstanding delays resulting from postal handling or any other reason.

The DTC shall not be liable for any expense incurred in the preparation of proposals. The proposal shall designate a single representative with whom the DTC shall communicate regarding the proposal and contract negotiations, if any.

Submission of technical literature, display charts, or other supplemental materials are the responsibility of and within the discretion of Proposers. Any color materials included with the proposal shall be easily photocopied and clearly readable in black and white. All language used in the proposal and any exhibits shall be English (U.S. terminology). The Technical Proposal shall not exceed 20 pages single-sided.

Proposals shall be submitted in two (2) parts. Each part shall be separately packaged and sealed.

Part 1 - Technical Proposal

One (1) original, four (4) bound copies and an electronic version in MS Word 2007 that shall be clearly marked "**TECHNICAL PROPOSAL – PROJECT 12-2013R**".

In addition to the information contained in Section XI, Technical Proposals shall include the following:

Project-Related Information.

- 1) List of current workload, and a statement that the current workload will not interfere with the expeditious planning and execution of the proposed project.
- 2) A detailed plan of action and a description of how the services will be performed.
- 3) Statement summarizing the firm's understanding of the project's potential problems (if any), the DTC's special concerns and how the firm proposes to address the issues.
- 4) A letter of confirmation that the firm complies with state and federal fair employment and equal opportunity laws and regulations.
- 5) Statement of avoidance of personal or organizational conflict of interest indicating the Proposer will not hold any proprietary interest in any other business or firm submitting a response to this RFP.

- 6) Statement of Non-Collusion certifying that:
 - The rates and prices or other information stated in the proposal were arrived at independently, without consultation, communication or agreement with any other firm for the purpose of restricting competition;
 - The rates, prices or other information stated in the proposal have not been knowingly disclosed by the firm and will not be knowingly disclosed by the firm prior to award; and
 - No attempt has been made or will be made by the firm to induce any other person or firm to submit, or not to submit a proposal, for the purpose of restricting competition.
- 7) Include any information that is believed to be pertinent, but which was not specifically asked for elsewhere in this RFP.

Part 2 - Price Proposal

One (1) original, four (4) bound copies and an electronic version in MS Word 2007 that shall be clearly marked "**PRICE PROPOSAL – PROJECT 12-2013R**" and shall include an outline of the compensation the firm expects for providing the services outlined in this Section 300.

XIV. Evaluation of Proposals

An Evaluation Committee will be appointed by DTC to participate in the review and evaluation of proposals. The committee will consist of DTC staff and key downtown Detroit development stakeholders. The proposals will be evaluated using a two-phase process. The first phase shall consist of an initial selection of finalists. As needed, the second phase will consist of written questions, oral interviews and the submittals of Best and Final Offers.

The Contract that may be entered into will be the one most advantageous to DTC, price and all other factors considered. DTC reserves the right to consider proposals or modifications thereof received at any time before award is made, if such action is in the best interests of DTC. DTC shall be the sole judge of what are its best interests in regards to this RFP.

XIV. Method of Award

- A. DTC will establish an Evaluation Committee charged with the responsibility of evaluating each proposal. Evaluation points will be primarily assigned based on the criteria listed above. Each proposal will be ranked in sequence, from the highest to the lowest.

- B. DTC will then select one or more of the highest ranked Proposer finalist(s) in a competitive range. The competitive range will include all proposals which have a reasonable chance of being selected for award, as determined by DTC.

The finalist may be asked to provide a visual/oral presentation to DTC, participate in a dialogue with DTC in order to clarify any part of the proposal, or otherwise provide further information to DTC to assist DTC in its decision, and, if necessary or convenient, to re-evaluate the relevant proposal(s). However, DTC reserves the right, in its sole discretion, to enter into contractual negotiations with any selected Proposer without seeking further information or clarification from any other Proposer. The presentation, if requested, will not affect the evaluation score.

- C. DTC reserves the right, in its sole discretion, to accept the proposal most advantageous to DTC without further discussion or negotiation, or to reject all or any of the proposals. DTC reserves the right to negotiate on the entire proposal, as submitted, or at the sole discretion of the DTC, to delete individual tasks deemed not in the DTC's best interest and negotiate on the remaining portions of the proposal. DTC reserves the right to award to other than the Proposer with the lowest price proposal.
- D. DTC reserves the right, in its sole discretion, to enter immediately into negotiations with any selected Proposer, or to enter into negotiations with multiple selected Proposers. Either the single selected Proposer, or the multiple selected Proposers, may be provided with an opportunity to amend its proposal, and then submit a Best and Final Offer (BAFO). Once submitted, the Proposer may not withdraw or modify a BAFO, except as requested by DTC. As appropriate, DTC may review and amend the ranking of any Proposer that submits a BAFO.
- E. Either directly, or after receiving a BAFO, DTC may enter into negotiations with the first-ranked selected Proposer. If DTC is unable to achieve a satisfactory contract with the first-ranked selected Proposer at a fair and reasonable price as determined in DTC's sole discretion, negotiations with that Proposer shall be formally concluded. Once concluded, the negotiations with the first-ranked selected Proposer will not be re-initiated.
- F. DTC will then enter into similar negotiations with the other selected Proposers in order of rank as determined in DTC's sole discretion, and continue until an acceptable contract (sample attached to this RFP for reference only), at a fair and reasonable price, is concluded with a Proposer.
- G. The recommendations of the Evaluation Committee and all other submittals and completed forms required by this RFP, will be presented to the DTC General Manager for concurrence to award a the contract. After

her concurrence, a formal resolution will be made to the DTC Board for approval, after which the contract will be issued to the successful Proposer for signature.

- H. Following receipt of the signed contract by the DTC, the signed contract will be presented for final contract approval by the General Manager of the DTC.
- I. After execution of this contract by the DTC General Manager, a formal, dated, Notice to Proceed (NTP) will be issued to the successful Proposer.



OWNED AND OPERATED BY THE **DETROIT TRANSPORTATION CORPORATION**

**Buhl Building, 535 Griswold, Suite 400
Detroit, MI 48226
(313) 224-2160 / (313) 224-2134 fax
www.thepeplemover.com**

**REQUEST FOR PROPOSALS
PROJECT 12-2013R**

TRANSIT ORIENTED DEVELOPMENT STUDY

ISSUED: JANUARY 24, 2014

DUE: 5:00 pm – FEBRUARY 24, 2014

**Part 3 of 3
Required Forms**

**THERE WILL NOT BE A PRE-BID CONFERENCE
FOR THIS SOLICITATION**

SECTION 400 - CONTRACTOR CERTIFICATIONS

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

- Price Page
- Exceptions to Terms and Conditions
- Addendum Certification
- Compliance with Federal Affirmative Action Requirements Certification
- Disadvantaged Business Enterprise Certification
- Debarment Certification
- Clean Air and Water Certification
- Lobbying Certification
- Non-Conflict of Interest Certification
- Name, Legal Status, and Authorizing Signature
- Certificate of Procurement Integrity
- Free Competition Bidding Affidavit
- Drug and Alcohol Testing Program Certification
- Overall Federal Regulation Compliance Certification
- Bid/Proposal Guaranty & Security
- Report A: Equal Employment Opportunity Compliance Report

Price Page

The undersigned vendor proposes to perform the Transit Oriented Development Study in accordance with the specifications contained herein for the price stipulated below in compliance with the Instructions to Proposers, Terms and Conditions, and Scope of Work.

Price: Transit Oriented Development Study \$ _____ Lump Sum

Vendor Name _____

Address _____

City State Zip _____

Phone _____

Fax _____

Email _____

Website _____

Name of person authorized to submit this proposal and negotiate with DTC

Signature of person authorized to submit this proposal and negotiate with DTC

Phone _____

Fax _____

Cell _____

Email _____

Addendum Certification

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

ADDENDUM

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

Addendum No. _____ Dated: _____

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

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Compliance with Federal Affirmative Action Requirements Certification

*Applicability – Code of Federal Regulations, Part 60

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

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

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

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

Yes: _____ No: _____ *Not Applicable: _____

2. Affirmative Action programs pursuant to 41 Code of Federal Registration Part 60-2** have been established and are on file at each establishment.

Yes: _____ No: _____ *Not Applicable: _____

3. The Bidder/Proposer has participated in previous contracts or subcontracts subject to the general obligations of Executive Order 11246, for government contractors and subcontractors contained in 41 Code of Federal Regulations, Part 60.**

Yes: _____ No: _____ *Not Applicable: _____

CERTIFICATION OF COMPLIANCE WITH FEDERAL AFFIRMATIVE ACTION REQUIREMENTS**

(First Tier Sub-Contractor)

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

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

Disadvantaged Business Enterprises Certification

Bidder/Proposer certifies the following:

1. The contract to be awarded under this IFB/RFP is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. DTC's FY 2011-2013 overall goal for DBE participation is 13%. Use of DBE firms for support functions (e.g. delivery, installation, and training) is one way to achieve this goal.
2. It is the policy of DTC to offer the maximum feasible participation of Disadvantaged Business Enterprises in contracting opportunities with the DTC. In compliance with 49 CFR Part 26 "Participation by Minority Business Enterprise in Department of Transportation Programs", DTC establishes annual percentage goals based on budgeted contracting activities for DBEs. In order to account for eligible DBE participation and establish a directory to identify and promote the utilization of such business it is required that certain pertinent information and an affidavit attesting to the eligibility of the business as defined by the Federal Regulations (49 CFR Part 26) be provided to DTC.
3. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of any DOT-assisted contract. Failure by contractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as DTC deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
4. The contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
5. Contractor is required to pay its subcontractors performing work related to the contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from DTC. In addition, contractor may not hold retainage from its subcontractors.
6. Contractor must promptly notify DTC, whenever a DBE subcontractor performing work related to the contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of DTC.

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Bidder/Proposer must complete and certify to the following:

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

Remember to execute Part E of this section.

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

Part A

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

Part B

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

| | | | |
|---------------------------------|--|-----------------|--|
| % of Bid Committed to this Firm | | It is a [] DBE | |
| Firm Name | | | |
| Contact Name | | | |
| Address 1 | | | |
| Address 2 | | | |
| City, State | | Zip | |
| Telephone | | Fax | |
| Email | | | |
| Certified by | | Date | |

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

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

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

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

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

Part C

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

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

Part D

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

1. List the dates of advertisements placed in general circulation, trade association and minority-focus media concerning the subcontracting opportunities.
2. Attach copies of correspondence soliciting bids from DBE firms.
3. Attach phone logs, letters, notes, etc. to document your follow-up activity to your initial inquiry to determine with certainty whether the DBE firms were interested.
4. Discuss how you selected portions of the work to be performed by DBE firms in order to increase likelihood of meeting the participation goals.
5. Discuss how you provided adequate information to DBE firms about this contracting opportunity.
6. Explain your good faith negotiations with interested DBE firms and your sound reasons for rejecting them.
7. Discuss your efforts to assist DBE firms in obtaining bonding, lines of credit or insurance required by this

tender.

8. Discuss your efforts to assist DBE firms in obtaining equipment, supplies, materials or related assistance.
9. Describe the minority community organizations, minority contractor's groups, local, state and federal minority business assistance offices or listings and other organizations that provide assistance in identifying and subcontracting with DBE firms.
10. Describe other efforts not covered by 1 through 8 above to indicate your affirmative action to obtain DBE participation on this tender.

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

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

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

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

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

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

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

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

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

D. Negotiating in good faith with interested DBEs.

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

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

contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

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

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

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

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

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

Debarment Certification

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

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

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

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

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

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

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

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

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

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

The prospective primary participant certifies, by submission of this Bid/Proposal, to the best of its knowledge and belief, that neither it nor its "principals," as defined at 49 C.F.R. Part 29.105:

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

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

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

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

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

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Clean Air and Water Certification

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

1. To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;
2. That no portion of the work required by this prime contract will be performed in a facility listed on the (EPA) List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;
3. To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and
4. To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (b)(4).

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Lobbying Certification

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Non-Conflict of Interest Certification

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

1. Bidder/Proposer has no personal or financial interest and shall not acquire any personal or financial interest, direct or indirect, that would conflict in any manner or degree with the performance of the work under the proposed contract. Bidder/Proposer further certifies that in the performance of the proposed contract, no person having any such interest shall be employed by it.
2. No officer, agent, or employee of DTC, and no other public official who exercises any functions or responsibilities in the review or approval of this Bid/Proposal, or in the review or approval of the performance of any resulting contract, has any personal or financial interest, direct or indirect, in the proposed contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.
3. Bidder/Proposer has not employed and will not employ any person to solicit or secure the proposed contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for Bidder/Proposer, either directly or indirectly, and acknowledges that if this certification is breached, DTC may, at its option, terminate any proposed or resulting contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to Bidder/Proposer under such contract any portion of any such commission, percentage, brokerage, or contingent fee.
4. Bidder/Proposer is/are the only person(s) with me in the profits of the herein contained contract; that the contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said work; that the said contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Name, Legal Status, and Authorizing Signature

BIDDING/PROPOSING UNDER THE NAME OF: _____
(Print Full Legal Name)

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

MAILING ADDRESS: _____

_____ ZIP CODE (____)

PAYMENT ADDRESS (If different from above):

_____ ZIP CODE (____)

BUSINESS ADDRESS (Check One: OWN RENT LEASE):

_____ ZIP CODE (____)

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

(CHECK ONE)

CORPORATION, incorporated under the laws of the State of _____

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

YES NO

PARTNERSHIP, consisting of (List Partners):

ASSUMED NAME (Register No.: _____)

INDIVIDUAL

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

AUTHORIZED SIGNATURE

DATE

PRINTED NAME

TITLE

PHONE

UNSIGNED BIDS/PROPOSALS CANNOT BE CONSIDERED

CERTIFICATE OF PROCUREMENT INTEGRITY

This certification concerns a matter within the jurisdiction of an agency or grant recipient of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 USC 1001.

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

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

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

Bidder/proposer Executes Here!

| |
|------------------|
| Signature: _____ |
| Date: _____ |

Free Competition Bidding Affidavit

(Section 112 (c) of Title 23, USC)

Project Name: _____

State of: _____, County of: _____

I, _____ an authorized representative, being duly sworn,

(Name and Title)

deposes, says, and certifies that: _____ has
(Bidder/Proposer)

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

(Signature)

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

Notary Seal

(Signature of Notary Public)

My Commission Expires: _____

Drug and Alcohol Testing Program Certification

The Drug and Alcohol testing requirements apply to Operational Service Contracts where safety sensitive functions are being performed. FTA's drug and alcohol rules are mandated in 49 CFR Parts 40, 653 and 654.

The Bidder/Proposer agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 40, 653 and 654, produce any documentation necessary to establish its compliance with Parts 40, 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations and agents, the State Oversight Agency of Michigan (or state of the contractor), or the DTC, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 40, 653 and 654 and review the testing process. To certify compliance the Bidder/Proposer shall use the "Substance Abuse Certifications" in the "Annual List of Certification and Assurances for Federal Transit Administration Grants and Cooperative Agreements", which is published annually in the Federal Register.

The Bidder/Proposer hereby certifies that it will meet the requirements of 49CFR Parts 40, 653 and 654.

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Overall Federal Regulation Compliance Certification

All contractual provisions required by USDOT/FTA, as set forth in USDOT/FTA Circular 4220.1F, as amended, and outlined in SECTION E: USDOT/FTA Terms and Conditions, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all USDOT/FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Bid/Proposal with the Bidder/Proposer. The Bidder/Proposer shall not perform any act, fail to perform any act, or refuse to comply with any DTC requests which would cause DTC to be in violation of USDOT/FTA or MDOT grant terms and conditions.

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Bid/Proposal Guaranty & Security

(if required by Sections 106 or 108 and 209)

Bid/Proposal Guaranty

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

Bid/Proposal Security

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

Rights Reserved

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

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

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

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Report A: Equal Employment Opportunity Compliance Report

| | | |
|--|--------------------------|---|
| Bid/Proposal Project Name | | |
| Name of Firm | | Employer I.D. Number |
| Address | | |
| City | State | Zip |
| Independent firm or Owned & Controlled by | | |
| Corporate address of parent / affiliate Company | | |
| Mark the appropriate box for your reporting unit (Mark only one box) | Consolidated Report | Single Establishment Employer Report |
| | Headquarters Unit Report | Individual Establishment Report (Submit one for each establishment) |
| | Special Report | |

| | |
|---|---|
| Business Data | |
| What is the major activity of this establishment (Be specific, i.e., manufacturing steel casings, retail grocer, wholesale plumbing supplies, etc.) | |
| Include the specific type of product or type of service provided, and the principal business or industrial activity: | |
| Have all subcontractors been informed of their responsibility to file EEO Compliance Report A | Yes No |
| Is an Affirmative Action Plan on file with DTC's Office of Contract Compliance? | Yes No (Plan will be submitted by (date)) |
| An Affirmative Action Plan is on file with the following Governmental agencies. Please list: | |

| Employment Data | Employment at this establishment Report all permanent, temporary, or part time employees, including apprentices and on-the-job trainees Enter the appropriate figures on ALL lines and in ALL columns. Blank spaces will be considered as zero. | | | | | | | | | | |
|--------------------------|--|------------|--------------|---------------|---------------|--------------|---------------|-----------------|---------------|--------------|---------------|
| Job Categories | Establishment | | | Minority Male | | | | Minority Female | | | |
| | GRAND TOTAL Employees | Total Male | Total Female | Black | Asian Pacific | Amer. Indian | Spanish Amer. | Black | Asian Pacific | Amer. Indian | Spanish Amer. |
| Officials / Managers | | | | | | | | | | | |
| Professionals | | | | | | | | | | | |
| Technicians | | | | | | | | | | | |
| Sales Workers | | | | | | | | | | | |
| Office / Clerical Staff | | | | | | | | | | | |
| Craftsmen (Skilled) | | | | | | | | | | | |
| Operators (Semi-Skilled) | | | | | | | | | | | |
| Laborers (Unskilled) | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | |
| Journey Workers | | | | | | | | | | | |
| Apprentices | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | |

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

| Job | Current Workforce | Under- | Estimated Number | Current Goals | Ultimate Goals |
|-----|-------------------|--------|------------------|---------------|----------------|
|-----|-------------------|--------|------------------|---------------|----------------|

| Categories | Total qty | | Minority | | Female | | utilization | | of Vacancies | Minority | | Female | | Minority | | Female | |
|--------------------------|-----------|--|----------|---|--------|---|-------------|------|--------------|----------|---|--------|---|----------|---|--------|---|
| | Employees | | # | % | # | % | Min. | Fem. | | # | % | # | % | Year | % | Year | % |
| Officials / Managers | | | | | | | | | | | | | | | | | |
| Professionals | | | | | | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | | | | | |
| Sales Workers | | | | | | | | | | | | | | | | | |
| Office / Clerical Staff | | | | | | | | | | | | | | | | | |
| Craftsmen (Skilled) | | | | | | | | | | | | | | | | | |
| Operators (Semi-Skilled) | | | | | | | | | | | | | | | | | |
| Laborers (Unskilled) | | | | | | | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | | | | | | | |
| Journey Workers | | | | | | | | | | | | | | | | | |
| Apprentices | | | | | | | | | | | | | | | | | |
| Total | | | | | | | | | | | | | | | | | |

Certification

| | | | | | | | | | | |
|--|--|--|----------|--|---------------|-----------|--------------------|------------------|--|------|
| Name of authorized official | | | | | Title | | | | | |
| Signature | | | | | Date | | | | | |
| Contact Name: | | | | | Title | | | | | |
| regarding this report | | | | | | | | | | |
| Address | | | | | City | | | | | |
| (number and street) | | | | | | | | | | |
| State | | | Zip Code | | | Area Code | | Telephone Number | | Ext. |
| How was information as to race or ethnic group obtained? | | | | | Visual Survey | | Employment Records | | | |
| | | | | | YES NO | | YES NO | | | |

Do not write below this line – DTC Only

| Date | Awardable | | Signature | Comments |
|------|-----------|----|-----------|----------|
| | Yes | No | | |
| | | | | |

**SAMPLE CONTRACT
FOR INFORMATIONAL PURPOSES ONLY**

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
THE DETROIT TRANSPORTATION CORPORATION
AND**

CONTRACT NO.

12-2013R

CONTRACT PROVISIONS

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**DETROIT TRANSPORTATION CORPORATION
PROFESSIONAL SERVICES CONTRACT**

THIS PROFESSIONAL SERVICES CONTRACT is entered into by and between the Detroit Transportation Corporation ("DTC"), and _____ with its principal place of business located at _____ ("Contractor").

WITNESSETH:

WHEREAS, DTC desires to engage Contractor to render certain technical or professional Services ("Services"), as set forth in this Contract; and

WHEREAS, DTC in engaging Contractor desires to provide for the efficient and orderly performance of the designated Services; and

WHEREAS, Contractor represents that it is authorized and prepared to provide the qualified professional personnel with the necessary skills to perform the Services in a manner that is responsive to DTC's needs in all respects; and

WHEREAS, DTC has selected Contractor to perform the Services as set forth in this Contract; and

WHEREAS, the further objectives of this Contract are set forth in Exhibit A;

NOW, THEREFORE, in consideration of the mutual undertakings and benefits to accrue to the parties, the parties agree as follows:

1. DEFINITIONS

1.01 The following words and expressions or pronouns used in their stead shall be construed as follows:

"Amendment" shall mean modifications or changes in this Contract that have been mutually agreed upon by DTC and Contractor in writing.

"Associates" shall mean the personnel, employees, consultants, subcontractors, agents, and parent company of Contractor or of any Subcontractor, now existing or subsequently created, and their agents and employees, and any entities associated, affiliated, or subsidiary to Contractor or to any subcontractor, now existing or subsequently created, and their agents and employees.

"Contract" shall mean each of the various provisions and parts of this document, including all attached Exhibits and all Amendments, as executed by the DTC General Manager with the approval of the DTC Board of Directors.

"Contractor" shall mean the party that contracts with DTC by way of this Contract, whether an individual, sole proprietorship, partnership, corporation, or other form of business organization, and its heirs, successors, personnel, agents, employees, representatives, executors, administrators and assigns.

"Exhibit A" is the Scope of Services for this Contract and sets forth all pertinent data relating to performance of the Services.

"Exhibit B" is the Fee Schedule and sets forth the amount of compensation to be paid to Contractor, including any Reimbursable Expenses, and any applicable hourly rate information.

"Records" shall mean all books, ledgers, journals, accounts, documents, and other collected data in which information is kept regarding the performance of this Contract. Proprietary information, software programs and code are excluded.

"Reimbursable Expenses" shall mean only those costs incurred by Contractor in the performance of the Services that are identified in Exhibit B as reimbursable.

"Services" shall mean all work that is expressly set forth in Exhibit A, the Scope of Services, and all work expressly or impliedly required to be performed by Contractor in order to achieve the objectives of this Contract.

"Subcontractor" shall mean any person, firm or corporation, other than employees of Contractor, that contracts with Contractor, directly or indirectly, to perform in part or assist Contractor in achieving the objectives of this Contract.

"Unauthorized Acts" shall mean any acts by a DTC employee, agent or representative that are not set forth in this Contract.

"Work Product" shall mean the originals, or copies when originals are unavailable, of all materials prepared by Contractor under this Contract or in anticipation of this Contract, including but not limited to technology, data, studies, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computations, papers, supplies, notes, recordings, and videotapes, whether such materials are reduced to writing, magnetically or optically stored, or kept in some other form. Proprietary information, software programs and code are excluded.

2. ENGAGEMENT OF CONTRACTOR

2.01 By this Contract, DTC engages Contractor and Contractor hereby agrees to faithfully and diligently perform the Services set forth in Exhibit A, in accordance with the terms and conditions contained in this Contract.

- 2.02 Contractor shall perform in a satisfactory manner as shall be determined within the sole and reasonable discretion of DTC. In the event that there shall be any dispute between the parties with regard to the extent, character and progress of the Services to be performed or the quality of performance under this Contract, the interpretation and determination of DTC shall govern.
- 2.03 Contractor shall confer as necessary and cooperate with DTC in order that the Services may proceed in an efficient and satisfactory manner. The Services are deemed to include all conferences, consultations and public hearings or appearances deemed necessary by DTC to ensure that Contractor will be able to properly and fully perform the objectives as set forth in this Contract.
- 2.04 All Services are subject to review and approval of DTC for completeness and fulfillment of the requirements of this Contract. Neither DTC's review, approval nor payment for any of the Services shall be construed to operate as a waiver of any rights under this Contract, and Contractor shall be and will remain liable in accordance with applicable law for all damages to DTC caused by Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.
- 2.05 The Services shall be performed as set forth in Exhibit A, or at such other locations as are deemed appropriate by DTC and Contractor for the proper performance of the Services.
- 2.06 DTC and Contractor expressly acknowledge their mutual understanding and agreement that there are no third party beneficiaries to this Contract and that this Contract shall not be construed to benefit any persons other than DTC and Contractor.

3. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

- 3.01 To induce DTC to enter into this Contract, Contractor represents and warrants that Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the Services as set forth in this Contract, and that the execution of this Contract is within Contractor's authorized powers and is not in contravention of federal, state or local law.
- 3.02 Contractor warrants to DTC, that all materials, equipment, hardware and software furnished under this Contract will be of highest quality and new unless otherwise specified by DTC, 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 DTC, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Contractor shall obtain and assign to DTC all manufacturer's hardware and software warranties.

4. CONTRACT EFFECTIVE DATE AND TIME OF PERFORMANCE

- 4.01 The award of this Contract to Contractor shall become effective on _____ and shall continue until _____.
- 4.02 DTC and Contractor agree that the commencement and duration of Contractor's performance under this Contract shall be determined as set forth in Exhibit A.

5. DATA TO BE FURNISHED CONTRACTOR

- 5.01 Copies of all information, reports, records, and data as are existing, available, and deemed necessary by DTC for the performance of the Services shall be furnished to Contractor upon Contractor's request ("Data"). With the prior approval of DTC, Contractor will be permitted access to DTC offices during regular business hours to obtain any necessary Data. In addition, DTC will schedule appropriate conferences at convenient times with administrative personnel of DTC for the purpose of gathering such Data.
- 5.02 Contractor agrees to keep all Data confidential and shall not disclose the Data to any third-party without DTC's prior written consent.

6. PERSONNEL AND CONTRACT ADMINISTRATION

- 6.01 Contractor represents that, at its own expense, it has obtained or will obtain all personnel, equipment, hardware and software required to perform the Services. It warrants that all such personnel are qualified and possess the requisite licenses or other such legal qualifications to perform the Services assigned. If requested, Contractor shall supply a résumé of the managerial staff or consultants it proposes to assign to this Contract, as well as a dossier on Contractor's professional activities and major undertakings.
- 6.02 DTC may interview Contractor's managerial staff and other employees assigned to this Contract. Contractor shall not use any managerial staff or other employees to whom DTC objects and shall replace in an expedient manner those rejected by DTC. Contractor shall not replace any of the personnel working on this Contract with new personnel without the prior written consent of DTC.
- 6.03 When DTC deems it reasonable to do so, it may assign qualified DTC employees or others to work with Contractor to complete the Services. Nevertheless, it is expressly understood and agreed by the parties that Contractor shall remain ultimately responsible for the proper completion of the Services.
- 6.04 The relationship of Contractor to DTC is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party or either party's agent, Subcontractor or employee as a result of the performance of this Contract. No relationship other than that of independent contractor shall be implied between the parties or between either party's agents, employees or Subcontractors. Contractor agrees to indemnify, defend, and hold DTC harmless against any claim based in whole or in part on an

allegation that Contractor or any of its Associates qualify as employees of DTC, and any related costs or expenses, including but not limited to legal fees and defense costs.

- 6.05 For all purposes, DTC employees shall remain employees of DTC and Contractor's employees shall remain employees of Contractor. Contractor is being retained by DTC as an independent contractor to provide Services to DTC, and is not being retained in any capacity as a joint enterprise or joint venturer with DTC.
- 6.06 Contractor warrants and represents that all persons assigned to the performance of this Contract shall be regular employees or independent contractors of Contractor, unless otherwise authorized by DTC. Contractor's employees' daily working hours while working in or about a DTC facility shall be the same as those worked by DTC employees working in the facility, unless otherwise directed by DTC.
- 6.07 Contractor shall comply with and shall require its Associates to comply with all security regulations and procedures in effect on DTC's premises.
- 6.08 Payment for Services provided under this Contract is governed by the terms of Ordinance No. 42-98, entitled "Prompt Payment of Vendors," being Sections 18-5-71 through 18-5-79 of the 1984 Detroit City Code. DTC terms and conditions shall apply to this Contract.

The individual responsible for accepting performance under this Contract is:

Pamela L. Crump
DTC Procurement Manager
1420 Washington Blvd – 3rd Floor
Detroit, MI 48226
(313) 224-2177 (Telephone)
(313) 224-2134 (Facsimile)

The contact person from whom payment should be requested is:

Barbara Hansen
General Manager
1420 Washington Blvd – 3rd Floor
Detroit, MI 48226
(313) 224-2160 (Telephone)
(313) 224-2134 (Facsimile)

7. COMPENSATION

- 7.01 Compensation for Services provided, including all contract extensions, shall not exceed, but may be less than, the amount of _____ (\$ _____), inclusive of expenses.
- 7.02 Contractor shall maintain full and complete Records reflecting all of its operations related to this Contract. The Records shall be kept in accordance with generally accepted accounting principles and maintained for a minimum of three (3) years after the Contract completion date.
- 7.03 DTC and any government-grantor agency providing funding under this Contract shall have the right at any time without notice to examine and audit all Records and other supporting data of Contractor as DTC or any agency deems necessary.
- (a) Contractor shall make all Records available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. DTC and any government-grantor agency providing funds for the Contract shall have this right of inspection. Contractor shall provide copies of all Records to DTC or to any such government-grantor agency upon request.
- (b) If in the course of such inspection the representative of DTC or of another government-grantor agency should note any deficiencies in the performance of Contractor's agreed upon performance or record-keeping practices, such deficiencies will be reported to Contractor in writing. Contractor agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.
- (c) Any costs disallowed as a result of an audit of the Records shall be repaid to DTC by Contractor within thirty (30) days of notification or may be set off by DTC against any funds due and owing Contractor, provided, however, that Contractor shall remain liable for any disallowed costs exceeding the amount of the setoff.
- (d) Each party shall pay its own audit costs. However, if the dollar amount of the total disallowed costs, if any, exceeds three percent (3%) of the dollar amount of this Contract, Contractor shall pay DTC's audit costs.
- 7.04 Contractor agrees to include the covenants contained in Sections 7.02 and 7.03 in any contract it has with any Subcontractor, consultant or agent who's Services will be charged directly or indirectly to DTC for Services performed pursuant to this Contract.

8. INDEMNITY

- 8.01 Contractor agrees to indemnify, defend, and hold DTC harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be

imposed upon, incurred by, or asserted against DTC or its departments, officers, employees, or agents by reason of any of the following occurring during the term of this Contract:

- (a) Any negligent or tortious act, error, or omission attributable to Contractor or any of its Associates; and
- (b) Any failure by Contractor or any of its Associates to perform their obligations, either express or implied, under this Contract.

8.02 Contractor shall examine all places where it will perform the Services in order to determine whether such places are safe for the performance of the Services. Contractor undertakes and assumes all risk of dangerous conditions when not performing Services inside DTC offices. Contractor also agrees to waive and release any claim or liability against DTC for personal injury or property damage sustained by it or its Associates while performing under this Contract on premises that are not owned by DTC.

8.03 In the event any action shall be brought against DTC by reason of any claim covered under this Section 8, Contractor, upon notice from DTC, shall at its sole cost and expense defend the same.

8.04 Contractor agrees that it is Contractor's responsibility and not the responsibility of DTC to safeguard the property that Contractor or its Associates use while performing this Contract. Further, Contractor agrees to hold DTC harmless for any loss of such property used by any such person pursuant to Contractor's performance under this Contract.

8.05 Contractor agrees that it explicitly waives any right it has or may have to immunity under applicable industrial insurance laws with respect to any action against DTC and agrees to assume liability for actions brought by its own employees against DTC as provided above.

8.06 The indemnification obligation under this Section 8 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts or other employee benefit acts.

8.07 Contractor agrees that this Section 8 shall apply to all claims, whether litigated or not, that may occur or arise between Contractor or its Associates and DTC and agrees to indemnify, defend and hold DTC harmless against any such claims.

9. INSURANCE

9.01 Contractor shall maintain, at a minimum and at its expense, during the term of this Contract the following insurance, with the understanding that if the Contract price exceeds One Million Dollars (\$1,000,000) additional insurance will be required:

| <u>TYPE</u> | <u>AMOUNT NOT LESS THAN</u> |
|---|---|
| (a) Workers' Compensation | Michigan Statutory minimum |
| (b) Employers' Liability | \$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident |
| (c) Commercial General Liability Insurance (Broad Form Comprehensive) | \$1,000,000.00 each occurrence \$4,000,000.00 aggregate |
| (d) Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance, including residual liability insurance under Michigan no fault insurance law) | \$1,000,000.00 combined single limit for bodily injury and property damage |
| (e) Professional Liability (Errors and Omissions) | \$3,000,000.00 per claim \$3,000,000.00 aggregate |

9.02 (a) The commercial general liability insurance policy shall name DTC and the City of Detroit as additional insureds and shall state that Contractor's insurance is primary and not excess over any insurance already carried by DTC or the City of Detroit. The commercial general liability insurance shall provide blanket contractual liability insurance for all written contracts or, in the alternative, shall contain a specific endorsement worded substantially as follows:

"During the effective period of the policies mentioned herein, it is agreed that this insurance specifically covers liability assumed by the insured under the provision of Contract No. 12-2013R, and entered into by the insured and DTC."

- (b) If the commercial general liability policy does not contain the standard ISO (Insurance Services Office) wording of "definition of insured," which reads essentially as follows: "The insurance afforded applies separately to each insured . . . except with respect to limits . . ." then, in the alternative, the public liability insurance policy shall contain the following cross liability endorsement:

"It is agreed that the inclusion of more than one (1) insured under this policy shall not affect the rights of any insured as respects any claim, suit or judgment made or brought by or for any other insured or by or for any employee of any other insured. This policy shall protect each insured in the same manner as though a separate policy had been issued to each, except nothing herein shall operate to increase the insurer's liability beyond the amount or amounts for which the insurer would have been liable had only one (1) been named."

- 9.03 If during the term of this Contract changed conditions or other pertinent factors should, in the reasonable judgment of DTC, render inadequate the insurance limits, Contractor shall furnish on demand such additional coverage or types of coverage as may reasonably be required under the circumstances. All such insurance shall be effected at Contractor's expense, under valid and enforceable policies, issued by insurers of recognized responsibility that are well-rated by national rating organizations and are otherwise acceptable to DTC.
- 9.04 All insurance policies shall name Contractor as the insured and shall provide a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days' prior written notice to DTC. Certificates of insurance evidencing such coverage shall be in a form acceptable to DTC. Certificates of insurance shall be submitted to DTC, care of Mark Pitchford, prior to the commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies.
- 9.05 If any work is sublet in connection with this Contract, Contractor shall require each Subcontractor to effect and maintain the types and limits of insurance set forth in Section 9.01 and shall require documentation of same, copies of which documentation shall be promptly furnished DTC.
- 9.06 Contractor shall be responsible for payment of all deductibles contained in any insurance required under this Contract. The provisions requiring Contractor to carry the insurance required under this Section 9 shall not be construed in any manner as waiving or restricting the liability of Contractor under this Contract.

10. DEFAULT AND TERMINATION

- 10.01 This Contract shall remain in full force and effect until the end of its term unless otherwise terminated for cause or convenience (without cause) according to the provisions of this Section 10.
- 10.02 DTC reserves the right to terminate for cause. Cause is an event of default.
- (a) An event of default shall occur if there is a material breach of this Contract, and shall include the following:
- (1) Contractor fails to begin work in accordance with the terms of this Contract; or
 - (2) Contractor, in the judgment of DTC, is unnecessarily, unreasonably, or willfully delaying the performance and completion of the Work Product or Services; or
 - (3) Contractor ceases to perform under the Contract; or
 - (4) DTC is of the opinion that the Services cannot be completed within the time provided and that the delay is attributable to conditions within Contractor's control; or
 - (5) Contractor, without just cause, reduces its work force on this Contract to a number that would be insufficient, in the judgment of DTC, to complete the Services within a reasonable time, and Contractor fails to sufficiently increase such work force when directed to do so by DTC; or
 - (6) Contractor assigns, transfers, conveys or otherwise disposes of this Contract in whole or in part without prior approval of DTC; or
 - (7) Any DTC officer or employee acquires an interest in this Contract so as to create a conflict of interest; or
 - (8) Contractor violates any of the provisions of this Contract, or disregards applicable laws, ordinances, permits, licenses, instructions or orders of the City; or
 - (9) The performance of the Contract, in the sole judgment of DTC, is substandard, unprofessional, or faulty and not adequate to the demands of the task to be performed; or
 - (10) Contractor fails in any of the agreements set forth in this Contract; or
 - (11) Contractor ceases to conduct business in the normal course; or
 - (12) Contractor admits its inability to pay its debts generally as they become due.

- 10.03 DTC shall have the right to terminate this Contract at any time at its convenience by giving Contractor five (5) business days written Notice of Termination for Convenience. As of the effective date of the termination, DTC will be obligated to pay Contractor the following: (a) the fees or commissions for Services completed and accepted in accordance with Exhibit A in the amounts provided for in Exhibit B; (b) the fees for Services performed but not completed prior to the date of termination in accordance with Exhibit A in the amounts set forth in Contractor's rate schedule as provided in Exhibit B; and (c) Contractor's costs and expenses incurred prior to the date of the termination for items that are identified in Exhibit B. The amount due to Contractor shall be reduced by payments already paid to Contractor by DTC. In no event shall DTC pay Contractor more than maximum price, if one is stated, of this Contract.
- 10.04 After receiving a Notice of Termination for Cause or Convenience and except as otherwise directed by DTC, Contractor shall:
- (a) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
 - (b) Obligate no additional Contract funds for payroll costs and other costs beyond such date as DTC shall specify, and place no further orders on subcontracts for material, equipment, hardware, software, Services, or facilities, except as may be necessary for completion of such portion of the Services under this Contract as is not terminated;
 - (c) Terminate all orders and subcontracts to the extent that they relate to the portion of the Services terminated pursuant to the Notice of Termination;
 - (d) Preserve all Records and submit to DTC such Records and reports as DTC shall specify, and furnish to DTC an inventory of all furnishings, equipment, and other property purchased for the Contract, if any, and carry out such directives as DTC may issue concerning the safeguarding or disposition of files and property; and
 - (e) Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract, and a list of all creditors, Subcontractors, lessors and other parties, if any, to whom Contractor has become financially obligated pursuant to this Contract.
- 10.05 After termination of the Contract, each party shall have the duty to assist the other party in the orderly termination of this Contract and the transfer of all rights and duties arising under the Contract, as may be necessary for the orderly, un-disrupted continuation of the business of each party.
- 10.06 Termination for cause shall not be deemed an election of remedies, rather termination shall be in addition to all other remedies available to DTC, including without limitation, any claim for damages arising out of Contractor's default.

11. ASSIGNMENT

- 11.01 Contractor shall not assign, transfer, convey or otherwise dispose of any interest whatsoever in this Contract without the prior written consent of DTC; however, claims for money due or to become due to Contractor may be assigned to a financial institution without such approval. Notice of any assignment to a financial institution or transfer of such claims of money due or to become due shall be furnished promptly to DTC. If Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause stating that the right of the assignee to any monies due or to become due shall be subject to prior liens of all persons, firms, and corporations for Services rendered or materials supplied for the performance of the Services called for in this Contract.

12. SUBCONTRACTING

- 12.01 None of the Services covered by this Contract shall be subcontracted without the prior written approval of DTC and, if required, any grantor agency. DTC reserves the right to withhold approval of subcontracting such portions of the Services where DTC determines that such subcontracting is not in DTC's best interests.
- 12.02 Each subcontract entered into shall provide that the provisions of this Contract shall apply to the Subcontractor and its Associates in all respects. Contractor agrees to bind each Subcontractor and each Subcontractor shall agree to be bound by the terms of the Contract insofar as applicable to the work or Services performed by that Subcontractor.
- 12.03 Contractor and the Subcontractor jointly and severally agree that no approval by DTC of any proposed Subcontractor, nor any subcontract, nor anything in the Contract, shall create or be deemed to create any rights in favor of a Subcontractor and against DTC, nor shall it be deemed or construed to impose upon DTC any obligation, liability or duty to a Subcontractor, or to create any contractual relation whatsoever between a Subcontractor and DTC.
- 12.04 The provisions contained in this Section 12 shall apply to subcontracting by a Subcontractor of any portion of the work or Services included in an approved subcontract.
- 12.05 Contractor agrees to indemnify, defend, and hold DTC harmless against any claims initiated against DTC pursuant to any subcontracts Contractor enters into in performance of this Contract. DTC's approval of any Subcontractor shall not relieve Contractor of any of its responsibilities, duties and liabilities under this Contract. Contractor shall be solely responsible to DTC for the acts or defaults of its Subcontractors and of each Subcontractor's Associates, each of whom shall for this purpose be deemed to be the agent or employee of Contractor.

13. CONFLICT OF INTEREST

- 13.01 Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services under this Contract. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by it.
- 13.02 Contractor further covenants that no officer, agent, or employee of DTC and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, direct or indirect, in this Contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.
- 13.03 Contractor warrants (a) that it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for Contractor either directly or indirectly, and (b) that if this warranty is breached, DTC may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to Contractor under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.
- 13.04 Contractor covenants not to employ an employee of DTC during the period of this Contractor or for a period of one (1) year after the date of termination of this Contract without written DTC approval.

14. CONFIDENTIAL INFORMATION

- 14.01 In order that Contractor may effectively fulfill its covenants and obligations under this Contract, it may be necessary or desirable for DTC to disclose confidential and proprietary information to Contractor or its Associates pertaining to DTC's past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, Contractor shall regard, and shall instruct its Associates to regard, all information gained as confidential and such information shall be marked Confidential and shall not be disclosed to any organization or individual without the prior consent of DTC. The above obligation shall not apply to information already in the public domain or information required to be disclosed by a court order.
- 14.02 Contractor agrees to take appropriate action with respect to its Associates to ensure that the foregoing obligations of non-use and non-disclosure of confidential information shall be fully satisfied.

15. COMPLIANCE WITH LAWS

- 15.01 Contractor shall comply and shall require its Associates to comply with all applicable federal, state and local laws.
- 15.02 Contractor shall hold DTC harmless with respect to any damages arising from any violation of law by it or its Associates. Contractor shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. Contractor shall require as part of any subcontract that the Subcontractor comply with all applicable laws and regulations.

16. AMENDMENTS

- 16.01 DTC may consider it in its best interest to change, modify or extend a covenant, term or condition of this Contract or require Contractor to perform Additional Services that are not contained within the Scope of Services as set forth in Exhibit A. Any such change, addition, deletion, extension or modification of Services may require that the compensation paid to Contractor by DTC be proportionately adjusted, either increased or decreased, to reflect such modification. If DTC and Contractor mutually agree to any changes or modification of this Contract, the modification shall be incorporated into this Contract by written Amendment.
- 16.02 Compensation shall not be modified unless there is a corresponding modification in the Services sufficient to justify such an adjustment. If there is any dispute as to compensation, Contractor shall continue to perform the Services under this Contract until the dispute is resolved.
- 16.03 No Amendment to this Contract shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both parties.
- 16.04 DTC shall not be bound by Unauthorized Acts of its employees, agents, or representatives with regard to any dealings with Contractor and any of its Associates.

17. FAIR EMPLOYMENT PRACTICES

- 17.01 Contractor shall comply with, and shall require any Subcontractor to comply with, all federal, state and local laws governing fair employment practices and equal employment opportunities.
- 17.02 Contractor agrees that it shall, at the point in time it solicits any subcontract, notify the potential Subcontractor of their joint obligations relative to non-discrimination under this Contract, and shall include the provisions of this Section 17 in any subcontract, as well as provide DTC a copy of any subcontract upon request.
- 17.03 Breach of the terms and conditions of this Section 17 shall constitute a material breach of this Contract and may be governed by the provisions of Section 10, "Default and Termination."

18. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

(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.

(3) 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.

19. NOTICES

19.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract shall be given in writing, mailed by postage prepaid, certified or registered first-class mail, return receipt requested, and addressed as follows:

If to DTC:

Detroit Transportation Corporation
DTC Procurement Manager
1420 Washington Blvd - 3rd Floor
Detroit, MI 48226
Attention: Ms. Pamela L. Crump

If to Contractor:

Attention: _____

19.02 All Notices shall be deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of Notices at any time by giving notice of the address change to the other party. Any Notice given by a party to this Contract must be signed by an authorized representative of such party.

20. PROPRIETARY RIGHTS AND PATENT INDEMNITY

20.01 The parties acknowledge that should the performance of this Contract result in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), said Discoveries shall be promptly reported to DTC and shall belong solely and exclusively to DTC without regard to their origin, and Contractor shall not, other than in the performance of this Contract, make use

of or disclose said Discoveries to anyone. At DTC's request, Contractor shall execute all documents and papers and shall furnish all reasonable assistance requested in order to establish in DTC all right, title and interest in said Discoveries or to enable DTC to apply for United States patents for said Discoveries, if DTC elects to do so.

- 20.02 The Work Product shall not be disclosed, published or copyrighted in whole or in part by Contractor. The right to copyright such materials shall rest exclusively in DTC. Further, DTC shall have unrestricted and exclusive authority to publish, disclose, distribute and otherwise use, in whole or in part, any of the Work Product. If Work Product is prepared for publication, it shall carry the following notation on the front cover or title page: "This document was prepared for, and is the exclusive property of, the Detroit Transportation Corporation."
- 20.03 Contractor warrants that the performance of this Contract shall not infringe upon or violate any patent, copyright, trademark, trade secret or proprietary right of any third party. In the event of any legal action related to the above obligations of Contractor filed by a third party against DTC, Contractor shall, at its sole expense, indemnify, defend and hold DTC harmless against any loss, cost, expense or liability arising out of such claim, whether or not such claim is successful.
- 20.04 The making of payments, including partial payments by DTC to Contractor, shall vest in DTC title to, and the right to take possession of, all Work Product produced by Contractor up to the time of such payments, and DTC shall have the right to use said Work Product for public purposes without further compensation to Contractor or to any other person.
- 20.05 Upon the completion or other termination of this Contract, all finished or unfinished Work Product prepared by Contractor shall, at the option of DTC, become DTC's sole and exclusive property whether or not in Contractor's possession. Such Work Product shall be free from any claim or retention of rights on the part of Contractor and shall promptly be delivered to DTC upon DTC's request. DTC shall return all of Contractor's property to it. Contractor acknowledges that any intentional failure or unreasonable delay on its part to deliver the Work Product to DTC will cause irreparable harm to DTC not adequately compensable in damages and for which DTC has no adequate remedy at law. Contractor accordingly agrees that DTC may in such event seek and obtain injunctive relief in a court of competent jurisdiction to compel delivery of the Work Product, to which injunctive relief Contractor consents, as well as seek and obtain all applicable damages and costs. DTC shall have full and unrestricted use of the Work Product for the purpose of completing the Services.

21. WAIVER

- 21.01 DTC shall not be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed by DTC.
- 21.02 No delay or omission on the part of DTC in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one (1) occasion shall not be construed as a waiver of any right on any future occasion.
- 21.03 No failure by DTC to insist upon the strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon its breach shall constitute a waiver of such covenant, agreement, term, condition, or breach.

22. INTEREST OF MEMBERS OF, OR DELEGATE TO, CONGRESS

- 22.01 No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising therefrom.

23. CLAIMS AND DISPUTES

- 23.01 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 DTC (the "Authorized Representative"). This decision shall be final and conclusive unless within ten (10) business days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the Authorized Representative. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Authorized Representative shall be binding upon Contractor and Contractor shall abide by the decision.
- 23.02 Unless otherwise directed by Authorized Representative, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- 23.03 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- 23.04 Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between DTC and Contractor arising out of or relating to this agreement or its breach will be decided by arbitration. In the event of arbitration, a judgment may be entered by the Circuit Court enforcing the arbitration award.
- 23.05 The duties and obligations imposed by the Contract Documents 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 DTC or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach, except as may be specifically agreed in writing.
- 23.06 In the event DTC is required to commence an action to enforce this Contract or to recover any damages for its breach, DTC shall be entitled to recover its reasonable attorney fees.

23.07 The amount of DTC's claims for damages or indemnification (exclusive of costs and attorney fees) are limited to: (a) the amounts set forth in Section 9 (Insurance) for all claims within the scope of the required coverage, or (b) three times the maximum compensation for services (as set forth in Section 7.01) for any claims outside the scope of the required coverage set forth in Section 9. Failure to obtain the required insurance coverage shall void the forgoing limitations. There shall be no limitation on any claims for damages or indemnification arising out of Contractor's gross negligence or intentional misconduct.

24. MISCELLANEOUS

24.01 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

24.02 This Contract, including all Exhibits attached hereto which are made a part of this Contract, contains the entire agreement between the parties and all prior negotiations and agreements are merged herein. Neither DTC nor DTC's agents have made any representations except those expressly set forth herein, and no rights or remedies are, or shall be, acquired by Contractor by implication or otherwise unless expressly set forth herein. Contractor hereby waives any defense it may have to the validity of the execution of this Contract.

24.03 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or subdivision.

24.04 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.

24.05 The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity. This Contract and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. Contractor agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. Contractor agrees that service of process at the address and in the manner specified in Section 19 shall be sufficient to put Contractor on notice of such action and waives any and all claims relative to such notice. Contractor also agrees that it shall not commence any action against DTC because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan, the Michigan Court of Claims or the Michigan Supreme Court.

24.06 If any Associate of Contractor shall take any action that, if done by a party, would constitute a breach of this Contract, the same shall be deemed a breach by Contractor.

24.07 It is understood that this Contract is not an exclusive Services contract, that during the term of this Contract DTC may contract with other firms, and that Contractor is free to render the same or similar Services to other clients, provided the rendering of such Services does not affect Contractor's obligations to DTC in any way.

24.08 Neither party shall be liable to the other in the event a force majeure renders performance of the Contract by either party impossible.

24.09 For purpose of the hold harmless and indemnity provisions contained in this Contract, the term "DTC" shall be deemed to include the City of Detroit and all other associated, affiliated, allied or subsidiary entities or commissions, now existing or subsequently created, and their officers, agents, representatives, and employees.

24.10 Contractor covenants that it is not, and shall not become, in arrears to DTC upon any contract, debt, or other obligation to DTC, including real property, personal property, and income taxes.

24.11 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, DTC shall provide a copy to Contractor.

24.12 As used in this Contract, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.

24.13 The rights and benefits under this Contract shall inure to DTC and its agents, successors, and assigns.

24.14 DTC shall have the right to recover by setoff from any payment owed to Contractor delinquent withholding, income, corporate and property taxes owed by Contractor and amounts owed to DTC by Contractor under this Contract or other contracts.

24.15 This Contract includes DTC's Request for Proposals for Transit Oriented Development Study, included herein by reference and all Exhibits to the Contract, including, but not limited to:

- Exhibit A, "Scope of Services"
- Exhibit B, "Fee Schedule"

All parts of the Contract are intended to be interpreted consistently with one another. However, if there is an irreconcilable conflict between any parts of the Contract, the following documents shall control, in descending order of importance:

1. The Contract with Exhibits.
2. The Contractor's Proposal.
3. DTC's Request for Proposals for Transit Oriented Development Study.

SAMPLE

IN WITNESS WHEREOF, DTC and Contractor, by and through their duly authorized officers and representatives, have executed this Contract as of the dates of their respective signatures:

WITNESSES:

1. _____
Name Date

BY: _____
Name Date

2. _____
Name Date

ITS: _____

WITNESSES:

DETROIT TRANSPORTATION
CORPORATION

1. _____
Name Date

BY: _____
Barbara Hansen Date

2. _____
Name Date

ITS: General Manager

SAMPLE

DTC ACKNOWLEDGMENT

STATE OF MICHIGAN)

) ss.

COUNTY OF _____WAYNE)

The foregoing contract was acknowledged before me the _____ day of _____,
20_____, by Barbara Hansen the General Manager of the Detroit Transportation Corporation.

Notary Public, County of Wayne

State of Michigan

My commission expires: _____

SAMPLE

CORPORATION CERTIFICATE OF AUTHORITY

I, _____, Corporate Secretary of _____ (name of corporate secretary)

_____, a _____, a _____
(complete name of corporation) (state of incorporation)
_____ corporation (the "Corporation"), **DO HEREBY CERTIFY** that the
(non-profit or for profit)

following is a true and correct excerpt from the minutes of the meeting of the Board of Directors

duly called and held on _____, and that the same is now in full
(date of meeting)

force and effect:

"RESOLVED, that the Chairman, the President, each Vice President, the Treasurer, and the Secretary and each of them, is authorized to execute and deliver, in the name of and on behalf of the Corporation and under its corporate seal or otherwise, any agreement or other instrument or document ("Contract") in connection with any matter or transaction that shall have been duly approved; and the execution and delivery of any Contract by any of the aforementioned officers shall be conclusive evidence of such approval."

FURTHER, I CERTIFY that _____ is Chairman,
_____ is President,
_____ is (are) Vice President(s),
_____ is Treasurer,
_____ is Secretary,
_____ is Executive Director, and
_____ is _____

FURTHER, I CERTIFY that any of the aforementioned officers or employees of the Corporation are authorized to execute and commit the Corporation to the conditions, obligations, stipulations and undertakings contained in Contract No. 12-2013R between the Detroit Transportation Corporation and the above-referenced Corporation and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this _____ day of _____, 20_____
CORPORATE SEAL(if any)

Corporation Secretary

PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR CORPORATION MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS A PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE CORPORATION.

EXHIBIT A
SCOPE OF SERVICES

I. Services to be Performed

II. Notice to Proceed

Contract term shall be as specified in Section 4 of this Contract. Contractor shall commence performance of this Contract upon receipt of DTC's delivery of a written "Notice to Proceed" and in the manner specified in the Notice to Proceed.

SAMPLE

EXHIBIT B
FEE SCHEDULE

I. General

The Contractor shall be paid for those Services performed pursuant to this Contract a maximum amount not-to-exceed _____ (\$ _____), for the term of this Contract as set forth in Exhibit A, Scope of Services.

II. Payments

The Contractor shall invoice the DTC after submission of the deliverables. Application for payment shall include (a) a signed certification by Contractor that the work has progressed to the point indicated, (b) the quality of the work covered by the application is in accordance with the Contract, and (c) Contractor is entitled to payment in the amount requested.

Within thirty (30) days of DTC's receipt of a properly submitted and correct application for payment of work, DTC shall pay Contractor. Payments may be withheld for the reasons stated in the Contract, provided DTC has given Contractor written notice of the basis for the withholding. DTC shall pay all undisputed sums.

III. Substantial Completion

The work has achieved Substantial Completion when it meets all of the following conditions: (a) it is sufficiently complete that it may be used for its intended purpose, and (b) and only minor items remain to be completed or corrected. For purposes of Substantial Completion, minor items are those that can be completed within thirty (30) days and will not interfere with DTC's operations.

When Contractor believes that the work is Substantially Complete, it shall deliver to DTC a written certification of Substantial Completion, signed by Contractor and accompanied by a list of items remaining to be completed or corrected before Final Completion of the Work. DTC shall then conduct an inspection. If Substantial Completion has been achieved, DTC shall issue a written confirmation. DTC may also add items to the list if necessary.

IV. Final Completion

Final Completion is defined as the point at which Substantial Completion has been achieved, all items noted at Substantial Completion have been completed, and Contractor has delivered to DTC all relevant information, reports, data, records, and any documents it is required to deliver to DTC under the Contract. When Contractor believes that it has achieved Final Completion, it shall deliver to DTC a written certification of Final Completion, signed by Contractor, together with its application for final payment. The application for final payment shall meet all the requirements for applications for progress payments. DTC shall conduct an inspection and, if Final Completion has been achieved, shall issue a written confirmation.

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

Right to Withhold Payments. DTC may withhold any payment if any of the following occur: (a) the work is defective and such defects have not been remedied; or (b) Contractor is otherwise in material breach of the Contract.

Deductions for Delay. If Final Completion is not achieved by the Completion Date, the final payment shall be reduced by 20%. If Final Completion is not achieved within thirty (30) days of the Completion Date, the final payment shall be reduced by 30%.