

**DETROIT TRANSPORTATION CORPORATION  
REQUEST FOR PROPOSAL  
FOR  
TRANSIT ADVERTISING & SPONSORSHIP  
RFP# 2018-11 - Transit\_Advertising\_and\_Sponsorship  
ADDENDUM 02**

**1. Introduction and Objectives**

The Detroit Transportation Corporation (DTC), owner and operator of the Detroit People Mover (DPM), request for proposals (RFP) to contract with a qualified firm to perform all activities associated with the sales and placement of interior and exterior advertising within the DPM system. The selected vendor must demonstrate its ability to manage all tasks related to the execution of this agreement. These services shall include, but are not limited to, all client sales and contracts, the production of printing services, posting, installing and removing advertising media on DTC property, billing, collecting revenues from clients, providing appropriate reports to the DTC and all other necessary or customary business practices.

Sealed proposals must be received by the Detroit Transportation Corporation's Procurement Department located at 535 Griswold Street, Detroit, Michigan 48226 on or before **5:00 PM (EST) on January 11, 2019**. Bids received after this time will be returned unopened to the sender. Prospective Proposers are highly encouraged to become familiar with the DTC revenue vehicles and stations prior to submitting their Proposal. A scheduled mandatory site visit/walk-thru is scheduled on November 30, 2018 at 10:00 AM (EST).

The successful proposal will comply with all federal, state, and local laws and regulations. This includes, but is not limited to, all applicable Equal Employment Opportunity laws and City of Detroit Living Wage Ordinance (Sections 18-5-81 through 18-5-86 of the 1984 Detroit City Code.) **Proposer's must be knowledgeable of all city ordinances, state codes and permit procedures** as it pertains to the placement of advertising and signage.

The Detroit Transportation Corporation reserves the right to postpone, accept or reject any or all proposals, in whole or in part, on such basis as it deems necessary and is in its best interest to do so.

The Detroit Transportation Corporation affirmatively assures that no Proposal will be discriminated against on the basis of race, color, sex, age, disability, religion, ancestry, marital status, national origin, place of birth or sexual preference.

A copy of the RFP may be obtained by writing to:

Mr. Ron Hostinsky – Procurement Manager  
Detroit Transportation Corporation  
535 Griswold Street, Suite 400  
Detroit, Michigan 48226  
E-Mail: [RHostinsky@thepeoplemover.com](mailto:RHostinsky@thepeoplemover.com)

**2. Background**

The Detroit Transportation Corporation (DTC) is a quasi-public corporation that is responsible for the operation and maintenance of the Detroit People Mover (DPM). The DPM is a fully automated transit system serving the downtown Detroit core. The DPM system consists of a 2.9 mile single-lane elevated concrete guide-way loop, thirteen (13) passenger stations, and the Maintenance & Control Facility (MCF).

**4. Terms of Agreement**

DTC agrees to allow the vendor to execute termed sales agreements for advertising on or within the DPM trains and system (stations) for a period of two (2) years, with two (2) one-year options to extend this agreement, all advertising spaces provided by the DTC.

**5. Scope of Work**

- A. Vendor agrees to solicit advertising in an effect to completely use all available space authorized by this agreement. The DTC reserves the right to determine the size, type, location and method of attachment of all exterior and interior advertisements. Currently, the DTC has a fleet of five (5) available trains totaling ten (10) cars, and thirteen (13) available stations.
- B. The intent of this solicitation is to maximize revenues generated by the sale of transit-related advertising media. The successful proposal should also display creativity in identifying additional advertising and sponsorship opportunities beyond those already noted, to include Electronic Billboards and other Digital and Hi-Tech Advertising signage.
- C. The DTC must oversee and approve the installation of advertisements onto its property. The vendor must keep said advertising in good repair by:
  - a. Removing unapproved, damaged, or defaced advertising and/or displays within 24-hour notice given by the DTC.
  - b. Removing all dated advertising materials within ten (10) calendar days from its expiration date. "Dated materials" refer to advertising materials that are relevant to a specific time period or to an event that has been completed.
- D. The Vendor (or its Sub-Contractor) agrees to provide storage of advertisements (printed or otherwise) and necessary equipment and materials utilized in providing the services herein described.
- E. Failure of vendor to appropriately maintain posted advertisements, including hardware or equipment if procured (etc.), may be cause for the DTC to assume control and maintain the advertisement. All costs incurred by the DTC due to this factor will be paid by the vendor.
- F. The DTC retains the right to use advertising space for its own use free-of-space charges. It shall be the vendor's responsibility to determine the amount of unsold

space and to notify the DTC in a timely manner. The DTC may request written documentation of all unsold space.

- G. The DTC retains the right to use advertising space each year for self or cooperative promotion.
- H. The vendor shall work with approved Sub-Contractors for the installation of the DTC's interior and exterior signs on the revenue vehicles and stations for a mutually agreed upon fee.
- J. The DTC will provide the vendor and/or its Sub-Contractors the right and access to travel on the DPM at no charge when on business in connection with this contract. Before the DTC will grant access to the site, the Vendor shall:
  - Check-in before entering and checkout upon leaving DTC premises with the appropriate guard and/or on-duty maintenance supervisor.
  - Provide reflective safety vests and company identification badges for its employees to be worn at all times, observing all safety rules.
  - Use a clearly identifiable vehicle for purposes of entering DTC property.
  - Conduct all of its work on DTC property at times arranged by the DTC. The Vendor shall not interrupt DTC operations or DPM service when installing or removing ads.
  - Submit all necessary paperwork and documentation, such as the DTC Work Authorization Permit (WAP), etc.
- K. The DTC shall provide quarterly and annual reports to the vendor containing passenger counts and other information reasonably requested by the vendor for its use in selling advertising space.
- L. The vendor agrees to observe and obey all applicable laws, ordinances, rules and regulations that exist. The phrase "rules and regulations" includes the DTC or any other entity control over operations of the vendor. **All permits, licenses, and inspections required by Municipal, County or State authorities shall be obtained, maintained in force, and paid for by the vendor.**
- M. The vendor agrees to send the DTC Controller at the end of each month, a statement that contains the following data: gross billings, accounts receivable, and the calculation of net billings, including a statement of size and type of display as contracted for by each advertiser and the collections for each month. The format will be agreed upon by DTC and the Vendor. This communication shall include remittance to the DTC for the amount due. The communication and remittance is due within twenty (20) calendar days after the end of said month.

Vendor shall keep full, complete, true and active records of its business under this agreement. Said records shall be available for inspection or audit by the DTC or its

- authorized agent to verify monthly statements and payments at any reasonable time throughout the period of this agreement. Vendor further agrees to submit to the DTC various annual financial reports and projections intended to completely inform the DTC Controller of the vendor's activities on behalf of the DTC. Vendor promises and agrees it will sell advertising or display space only upon uniform forms of contracts, copies of which shall be kept on file with the DTC. Advertising rates will be published and a copy of said rate shall be kept on file with the DTC throughout the term of this agreement. Vendor agrees to allow the DTC to use unsold and unobligated space as provided in item G hereof; and provide further, any such unsold and/or unobligated space thereafter remaining may be used by vendor for display, free of charge, of public, charitable (501 c 3 designated), and/or editorial displays.
- N. Terms and conditions for the sale of advertising shall be the sole discretion of the DTC subject to terms and conditions of this agreement.
- O. Advertising reasonably construed to cause clear and present danger to the DTC by riot, illegal gathering, undue congestion or blockage of streets, highways, arterial and alleys, or which any other way shall create a clear and present danger shall, upon written request of the DTC General Manager, be promptly removed by the vendor. **Vendor will not sell advertising of any kind that violates local, state and federal laws, ordinances, rules and regulations.** The vendor shall not contract or allow public service advertising or any type of advertising that does not produce revenue consistent with commercial rates unless space for such advertising is available due to lack of paid advertising. The DTC General Manager reserves the right at any time to demand removal of all public service advertising sold on a scale of less than commercial rates.
- P. In the event operation of the DPM is interfered with by reason of strikes, floods, earthquakes, acts of God or public enemy, thereby causing loss of income to the vendor, the vendor's minimum guarantee shall be reduced during each quarter in which such event occurs, based upon the proportion of the number of days such occurrence is in effect to the total number of days in each quarter.
- Q. Vendor agrees to maximize the revenue for advertising space on DTC property. The DTC reserves the right to review the vendor's performance in respect to maximizing the revenue for advertising and shall cancel the contract if the vendor does not perform in the best interest of the DTC. Special events that allow the vendor to capitalize on revenues, such as the annual "North American International Auto Show," the annual "Detroit Ford Fireworks," or the annual "America's Thanksgiving Parade" are critical to the financial stability of the DTC and must be treated in such a way as to increase sellable or revenue potential.
- R. The vendor agrees to indemnify the DTC against loss by providing, at all times, a bond in the sum of \$150,000.00, guaranteeing that all monies collected by the vendor properly due the DTC will be paid to the DTC promptly in the manner provided by this agreement. The vendor agrees to furnish the DTC a binder on the

referenced bond with the DTC as the named insured. Said bond shall contain a provision prohibiting cancellation without thirty (30) days notice to the DTC.

- S. The vendor 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 exceed One Million Dollars (\$1,000,000.00), additional insurance will be required:

<u><b>Type</b></u>	<u><b>Amount Not Less Than</b></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 \$2,000,000.00 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)	\$1,000,000.00 each occurrence

- T. The Vendor shall maintain a locally staffed office facility and work force capable of conducting the previously defined transit advertising and marketing services. DTC requires a single point of contact consisting of a single point of authority and a single contract entity for this contract.

- U. The Vendor proposes to provide the DTC with interior and exterior advertising and marketing services in accordance with above-outlined scope of work, including any additional services offered by the vendor in the proposal submittal, and other work as negotiated by both parties.

- V. No requirements exist for vendor's personnel to belong to an employee association or bargaining unit.

- W. The Vendor will coordinate work schedules with the DTC. Evening hours (10:00 PM EST to 4:00 AM EST) offer the greatest access to the DTC revenue vehicles. All DTC work area safety rules must be followed.

- X. The Vendor warrants that all product and/or processes utilized in production, installation, and removal of all exterior advertisements during the term of the Contract shall not damage the exterior finished surface of DTC property. In the event that damage occurs, the Vendor shall reimburse DTC for its actual costs of repair (labor, parts, and materials) plus a 25% administrative overhead fee. Prior to undertaking the repairs, the DTC will provide a 72-hour written notice to enable the Vendor time to inspect the subject damage if so desired.

The Vendor assumes all responsibility for all the materials and services provided under this contract, whether these materials and services are to be provided by the Vendor, purchased ready-made, or provided by a Sub-Contractor.

Company Name of Proposer \_\_\_\_\_

Company Address \_\_\_\_\_

Authorized Representative \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date of Submittance \_\_\_\_\_

### **Specific Vehicle Requirements**

Interior advertising of DPM vehicles consists of, but not limited to, duratrans – 11” x 49”, 11” x 46.5” and 18” x 24” posters.

Exterior advertising (vehicle wrap) shall be limited to no more than eighty (80) percent of the active train fleet. Wraps include the entire perimeter with end-caps and may include partial decal/die cut covering of the windows (no more than 20% total coverage). The DTC requires that the vinyl wrap be an approved manufactured material (such as 3M) and applied with short-term adhesive, in order to control variables that can cause exterior damage to the vehicle due to the installation through the removal process.

Advertising material may not be placed:

1. On the front, side or door windows,
2. Over air/exhaust vents such that the air cannot pass through the material,
3. Over bi-parting service doors unless the material is cut to allow the opening of such doors,
4. Over mechanical access panels unless the material is cut to allow opening of such panels,

5. Over emergency lights, door lights, fog lights or headlights.
6. Over train numbers, disability logos, and DPM logos, unless new decals (which are approved by the DTC) are placed over the advertising material,
7. Over any portion of a vehicle in a manner that interferes with the safe operation of the vehicle,
8. Over any vehicle or portion of a vehicle specified by the DTC.

The Vendor may offer full wrap advertisements subject to the following limitations:

9. Any advertiser billed by the Vendor for the production, installation and removal costs in addition to the Advertising Space Agreement, a copy of their billing shall be provided to DTC.
10. The DTC will provide for the application of the exterior paint scheme at no charge. The cost for restoration and painting of the vehicle at the end of the Advertisement Program, which is presently \$22,500.00 (cost may fluctuate based on market prices at that time). The Vendor (or Sub-Contractor) will be billed for the actual labor and material cost. The Vendor will pay the fees for painting and restoring the vehicle to the DTC within ten (10) days of receipt of an invoice from the DTC. Vehicles can be “rewrapped” subject to quality presentation considerations, without incurring a restoration charge, if the programs are executed over consecutive months. However, restoration fees apply upon return of vehicle to regular service standards.
11. Wrapped vehicles should incorporate all designations (vehicle number) into the design of the graphics on the side of the vehicle. Wrapped installations should generally be applied in the evenings during the out of service hours and should not cause the vehicles to be out of service more than two (2) days, or the Vendor and/or Sub-Contractor may be assessed a \$1,500.00 “Out of Service” fee for each succeeding day the vehicle is out of service. The DTC reserves the right to schedule wrapped vehicles and to refuse a wrapped vehicle scheme that is considered objectionable as determined by the DTC.
12. The Vendor will provide written notification to the DTC Marketing representative at least four (4) weeks in advance of the need to prepare a vehicle for wrapping. Three (3) weeks prior to the deadline for completion of the application, the

Vendor/Sub-Contractor will provide the DTC with the layout of the advertiser's design for DTC's approval.

13. Advertisers may use the vehicles for special promotions; however, the advertiser will be required to pay the charter rate that is in effect. The DTC Marketing representative should be contacted four (4) weeks in advance to determine the current schedule and effective rate.
14. The DTC reserves the right of first refusal for the last ten (10) percent of the available space. Said space, may be used for any purpose deemed appropriate by the DTC and will be made available to DTC or any entity it so designates at no additional cost. The Vendor will notify the DTC Marketing representative indicating the proposed advertiser, length and term of contract and the cost of the contract. If the DTC does not elect to exercise its right of first refusal, the Vendor may enter into an advertising agreement consistent with the information provided in the notification. The Vendor is responsible for installing and removing all DTC provided material. All DTC provided material must be installed within five (5) working days of notification that the material is ready for the Vendor to pick up at DTC's Administrative Office, the Maintenance & Control Facility, or at another mutually agreed pick up point.

The Vendor/Sub-Contractor shall assure that all advertisements are manufactured, installed and removed in accordance with current industry standards. Additionally, each ad shall be 1) installed free from wrinkles, blisters, or similar defects; 2) displayed properly; and 3) present a sharp, clear, and clean appearance.

No "layering" of advertisements is permitted. This means that the previous display must be removed before application of a new display.

The Vendor/Sub-Contractor will be responsible for the cost of restoring the exterior surfaces of the DTC property to their original condition prior to installation of the advertisement. The adhesive used to apply the vinyl type advertisement shall not cause damage to DTC property. If the DTC determines that damage has occurred, and is caused by the Vendor/Sub-Contractor activities under this contract, the Vendor will be duly notified in writing. The DTC will be the sole judge in determining the extent of repair needed to restore the damaged area(s) back to a condition before such damaged occurred. The DTC will not proceed with repairs for 72 hours after notification to the Vendor to enable the Vendor/Sub-Contractor time to inspect the damage, if so desired.

- a. The DTC will invoice the Vendor/Sub-Contractor for the full dollar cost (plus a 25% administrative overhead charge) to repair any damage to the DTC property resulting from application or removal of the vinyl or other



contract activities. Such invoices shall be paid to the DTC by the Vendor within thirty (30) days after receipt by the Vendor/Sub-Contractor. Notwithstanding, Vendor compliance to all other terms and conditions of the contract, failure to reimburse the DTC in the manner set forth above, for damage to the DTC property, may result in termination of the contract.

- b. In lieu of an immediate repair to any surface damage to DTC property as outlined above, and upon approval by the DTC Marketing representative, the Vendor/Sub-Contractor may elect to install (and subsequently remove) a DTC public service ad, as selected by the DTC, and at no cost to DTC. However, the DTC reserves the option, prior to installation of such advertising, to direct the Vendor to effect repair to any damaged area, due to advertising installation and removal or other contract activities, in accordance with the requirements set forth in subsection (a) above.
- c. In the case of expiration or termination of the contract, any surface damage due to contract activities will be handled in the manner as set forth in subsection (a) above.

## 6. Specific Display Requirements

The Vendor/Sub-Contractor shall have rights to place DTC approved advertising and hardware upon identified areas subject to the terms and conditions set forth in the Request for Proposal.

- I. The Vendor will be responsible for fabrication, mounting and installation for the advertising display structures at the designated locations on the platform, ramp levels and exteriors of the stations. These Electronic Billboards and other Digital and Hi-Tech Advertising signage will be securely mounted to the station, and be graffiti resistant. The specifications for these units are not intended to be restrictive, but to obtain quality components that are highly durable, nearly maintenance-free, vandal resistant, easily installed and repaired, aesthetically pleasing, and provide value to transit users and advertisers. All materials will be compatible with existing surfaces and finishes. Suspended signage or freestanding kiosks should not change the basic station profile or walkway clearances at People Mover Stations. Any exception to this requirement must be reviewed and approved by the DTC. Proposed advertisements in the stations and exterior facades are subject to compliance with local, state and federal laws, ordinances and regulations, as well as, the DTC property and easement agreements with the property owners.

<u>Detroit People Mover Stations</u>	<u>Advertising Availability</u>
Times Square Station	Interior/Exterior
Michigan Station	Interior/Exterior
Fort/Cass Station	Interior/Exterior
Cobo Center Station	Interior
Joe Louis Arena Station	Interior/Exterior

Financial District Station	Interior/Exterior
Millender Center Station	Interior (Platform Only)
Renaissance Center Station	Interior (Pedestrian Bridge/Banners (Platform Only)
Bricktown Station	Interior/Exterior
Greektown Station	Interior (Platform Only)
Cadillac Center Station	Interior/Exterior
Broadway Station	Interior/Exterior
Grand Circus Park	Interior/Exterior (Provisional)

**Proposers must be knowledgeable of all city ordinances, state codes, and permit procedures as it pertains to placement of advertising and signage.** Prior to the initial installation of any of the advertising display frameworks, the DTC will approve the exact location for placement. The Vendor must provide specific details regarding time, labor and materials for future consideration. Illuminated panels must have the lighting that is self-contained within the unit, wiring that is concealed including all sources of illumination, and have no flashing signs. Electronic signboards may be allowed pending DTC review. The Vendor may recommend advertising display systems to the DTC and provide samples and identify the manufacturers of the systems and their components. Surface areas of the Detroit People Mover stations vary based upon their design. Most of the stations interiors share uniformity with their finished surfaces. The types of surfaces for installation of the display framework is as follows:

**Brushed Steel Surface**

Location: Walls / Column Supports / Stairway Landings

**Concrete Surface (Unvarnished)**

Location: Platforms / Floors / Ramps, Berm Supports & Street Level Facing (Joe Louis Arena) / Stairwells (painted)

**Painted Metal Surfaces**

Location: Walls / Exterior Rail Panels

**Tile (Ceramic / Concrete)**

Location: Walls/ Floors

**Glass**

Location: Windows

The Vendor/Sub-Contractor shall assure that all advertisements are manufactured, installed and removed in accordance with current industry standards. Additionally, each ad shall be 1) installed free from wrinkles, blisters, or similar defects; 2) displayed properly; and 3) present a sharp, clear, and clean appearance.

No “layering” of advertisements is permitted. This means that the previous display must be removed before application of a new display.

The Vendor/Sub-Contractor will be responsible for the cost of restoring the exterior surfaces of the station its original condition prior to installation of the advertisement. The adhesive used to apply the vinyl type advertisement shall not cause damage to DTC property. If the DTC determines that damage has occurred, and is caused by the Vendor activities under this contract, the Vendor will be duly notified in writing. The DTC will be the sole judge in determining the extent of repair needed to restore the damaged area(s) back to a condition before such damaged occurred.

- a. The DTC will not proceed with repairs for 72 hours after notification to the Vendor/Sub-Contractor to enable the Vendor time to inspect the damage, if so desired.
- b. The DTC will invoice the Vendor/Sub-Contractor for the full dollar cost (plus a 25% administrative overhead charge) to repair any damage to DTC property resulting from application or removal of the vinyl or other contract activities. The Vendor/Sub-Contractor shall pay such invoices to the DTC within thirty (30) days after receipt by the Vendor. Notwithstanding, Vendor compliance to all other terms and conditions of the contract, failure to reimburse the DTC in the manner set forth above, for damage to the DTC property, may result in termination of the contract.
- c. In lieu of an immediate repair to any surface damage to DTC property as outlined above, and upon approval of the DTC Marketing representative, the Vendor may elect to install (and subsequently remove) a DTC public service ad, as selected by the DTC, and at no cost to DTC. However, the DTC reserves the option, prior to installation of such advertising, to direct the Vendor to effect repair to any damaged area, due to advertising installation and removal or other contract activities, in accordance with the requirements set forth in subsection (a) above.
- d. In the case of expiration or termination of the contract, any surface damage due to contract activities will be handled in the manner as set forth in subsection (a) above

## **7. Quality Control Plan**

The Vendor shall develop and implement a Quality Control Program that insures that the advertising materials installed on DTC property is in good condition at all times. The Quality Control Program shall be submitted and approved by the DTC Marketing representative prior to commencement of work under this contract. More particularly, the Vendor will be required to remove immediately, but no later than 24 hours from notice given by the DTC, any graffiti on the advertisement that was not removed during the DTC regular cleaning of the property. Any DTC property containing an advertisement that is damaged, defaced, or marked with graffiti that is not repaired, corrected, or removed by the Vendor as required above, shall be considered unsuitable for revenue service and the Vendor will be assessed liquidated damages as stated

below. The Vendor will be required to replace the damaged advertisement within five (5) working days or sooner.

The DTC utilizes standard automatic wash equipment for cleaning the vehicles. The DTC shall not be responsible for damage done to advertising as a result of cleaning the vehicles.

1. **The DTC shall approve all advertising, exhibit material, announcements, or any other display and their style and manner of presentation prior to placement of such ads.** Accordingly, all advertising displays at any time placed on any DTC property by the Vendor shall be deemed acceptable to the DTC only by advanced written approval. The DTC's determination to approve or disapprove advertising will be based guidelines set forth in this RFP. Advertising design and content shall be provided to the DTC for approval at least thirty (30) days prior to the first date of anticipated advertising.
2. **The Vendor shall have a comprehensive understanding of all City Ordinances, including any Temporary Ordinance that exists.** The Vendor shall not pursue advertisements, exhibits material, announcements, or any other display for goods or services for placement which, to the knowledge of the Vendor, are in violation to such ordinances and are any of the following:
  - a. False, misleading or deceptive;
  - b. Defamatory or likely to scorn or ridicule a person or group of persons;
  - c. Libelous, slanderous, or obscene, or pornographic advertising;
  - d. In advocacy of imminent lawlessness, violent action, or firearms.
  - e. Promoting alcohol or tobacco products if not permitted by local, state and federal ordinances or laws. Disclaimers regarding responsible driving and health hazards from smoking may be applicable.
  - f. Political advertisements.
  - g. Infringements of copyright, trade dress, service mark, title or slogan.
  - h. Piracy.
- 3 Reasonable proof or clarification of statements contained in any advertisement, exhibit material, announcement, or any other display may be required by the DTC Marketing representative, and as such, shall be submitted to the DTC for approval.
4. The Vendor will immediately remove any display, sign, poster, or other advertising material from DTC property that the DTC deems objectionable as described in subsections 1, 2, and 3 above, upon written demand of the

DTC. Such removal shall be at the Vendor's sole cost and expense. In the event that such matter is not removed within 24 hours of receipt of written demand, the DTC may remove said material or display and the Vendor will pay any warehouse, storage rental, or labor costs (plus a 25% administrative overhead fee) incurred by such action. The DTC shall not in any way be held responsible or liable for any damage to DTC property or the advertising displays so removed. The DTC may elect to use the assessment for non-compliance set forth in section F below, as a remedy for the Vendor's delay in removal. The DTC shall not be held responsible for any such removal or any other consequence thereof.

## **8. Qualifications**

The successful bidder will have the minimum of the following qualifications:

- a. Licensed to do business in the State of Michigan.
- b. Three (3) years of experience providing advertising sales services. The bidder must provide resumes of the company principals, along with a list of client references.
- c. The Vendor will assign an account executive as a primary contact and provide for a "back up" account executive for the duration of this project.
- d. Maintain a local office facility and work force capable of administering this service.
- e. Demonstrate that it has the financial capacity to provide specified services and to produce maximum revenue for the DTC. The bidder shall provide a copy of their most recent audited financial statement along with relevant information about their company.

## **9. Selection Criteria**

The DTC Selection Committee, which will include members of the DTC staff and possibly one (1) or more outside experts, will review and screen the proposals submitted according to the criteria set forth below. The first criterion is that the compensation structure proposed should maximize revenues to the DTC. Four (4) additional general groups of factors are also to be considered. The first group will be used to evaluate the experience and qualifications of the proposer's firm and key personnel; the second is to evaluate the Detailed Work Plan proposed; the third is to evaluate the Quality Control Program proposed and the fourth is to validate the proposer has the proper business relationships that can provide services to maximize DTC advertising revenue. The Selection Committee will then review and discuss these evaluations, ultimately combining the individual scores to arrive at a composite technical score for each firm. Firms that receive the highest composite technical scores will be found to be in the "competitive range" and may be invited to an oral

interview. The selected Vendor will be required to execute an Agreement for Professional Services with the DTC.

<b>Criteria</b>	<b>Point Range</b>
a. Experience of firm in providing similar services & proposed key personnel	0-15
b. Detailed Work Plan	0-15
c. Quality Control Program	0-15
e. Industry-Related Professional References with a History Of a Business Relationship with Major Advertising Agencies/Media Planners/Major Sporting Organizations	0-25
f. Proposed Compensation Structure (Monthly Guarantee And Percentage)	0-30
<b>Total Possible Points</b>	<b>100</b>

## 10. Procurement Process

The procurement of these consultant services will be in accordance with the DTC and other applicable federal, state and local laws, ordinances, regulations and procedures. All Proposals shall be sealed and submitted to the DTC on or before **5:00 PM (EST) on January 11, 2019**, after which they will be reviewed and evaluated. Please provide four (4) copies of all documents. Materials become the property of the DTC and considered public documents under applicable Michigan State Law.

Submit proposals to:

Mr. Ron Hostinsky  
 Procurement Manager  
 Detroit Transportation Corporation  
 535 Griswold Street, Suite 400  
 Detroit, Michigan 48226

The envelopes containing the proposals are to be marked as follows:  
**“DTC RFP# 2018-11 - Transit\_Advertising\_and\_Sponsorship”.**

The DTC reserves the right to reject any and all proposals, to waive any informalities and irregularities in the proposal submitting process, to negotiate further with those proposers in the competitive range and to accept proposals which are considered to be in the best interest of the DTC. The DTC may, based on the evaluation material select a finalist or finalists. There may be further evaluation by interviews but, the DTC Selection Committee reserves the right to award without further evaluation with interviews. Proposals shall be effective for a period of one hundred-eighty (180) calendar days.

Provided below is the tentative procurement timeline. Unexpected events may cause the timeline to change.

November 9, 2018	RFP is Published
November 15, 2018	Addendum 01 is Published
November 30, 2018	Mandatory Site Visit/Walk-Thru @ 10:00 AM (EST)
December 5, 2018	Deadline for Questions
December 12, 2018	Addendum 02 is Published
December 19, 2018	Addendum 03 to be Published with Answers to Questions
January 11, 2019	Proposals Due by 5:00 PM (EST)
January/February 2019	Presentations, as required by DTC Selection Committee
February 2019	DTC selects Vendor

## 11. Proposal Protest Procedure

- a.) Proposers wishing to protest the legitimacy of any type of action taken with regards to this procurement shall submit their pre-award Notice of Protest in writing no less than three (3) calendar days before the bid opening date. These protesters wishing to protest a contract award must submit their Notice of Protest in writing no less than ten (10) calendar days after the Award of Contract.
- b.) The Notice of Protest will be handled as follows:
  - 1.) The Notice of Protest shall be mailed or delivered to the DTC General Manager and shall state all issues and facts applicable to the protest. Issues and facts not stated in the Notice of Protest will not be considered.
  - 2.) A meeting(s) may be called following receipt of the protest that will include representatives from the DTC and the protester to discuss the issue(s) related to the protest. The meeting may be conducted via telephone conference with recorded conversation.
  - 3.) A decision of the protest will be made by the DTC General Manager at least five (5) calendar days before the bid/proposal closing date and at that time the protester shall be notified of the decision in writing.
  - 4.) The DTC General Manager may at his/her sole discretion, extend the limits of time outlined above.
  - 5.) The decision of the DTC General Manager shall be final, and not subject to appeal except as required by FTA, if applicable, and must be in accordance with FTA Circular 4220.1D, as periodically updated. An appeal for the decision of the DTC General Manager may be sent to the DTC Chairman of the Board of Directors within the specified time indicated in the DTC General Manager's written decision.
  - 6.) Failure of the protester to specify their objections in writing and in accordance with the specified time deadlines shall constitute a waiver of all rights to protest.

## **12. Payment**

Each proposer should clearly state a payment proposal/revenue share for the DTC. This should include:

- a. Minimum guaranteed payment of compensation to DTC for each year of the proposed contract.
- b. Percentage rate on sales revenue to be paid to DTC, specifying the basis on which the percentage rate will be applied (gross or net revenue and what expenses are deducted to determine net revenue).
- c. Compensation structure that must be outlined for DTC with corresponding rationale.
- d. Proposers must submit a table showing gross revenue, expenses and their calculation of the net revenue broken down by advertising type anticipated to be paid to DTC during the first two (2) years, plus two (2), one-year optional timeframe of the agreement.

## **13. Detroit Transportation Corporation's General Terms and Conditions**

### **1. General**

- a.) Acceptance of this order is expressly limited to the terms and conditions of this order, and shall not be modified or supplemented except in writing, signed by an authorized representative of Buyer.
- b.) Reference in this order to Seller's proposal or quotation are only to describe the goods or services covered hereby, and do not constitute an acceptance of any terms set forth therein.
- c.) Seller's written or electronic confirmation of this order, or the shipment of any goods or commencement of services hereunder, shall constitute acceptance of this order.
- d.) Invoice price shall not exceed the price established on the face of this order. Pricing is inclusive of freight, packaging, insurance, handling and all other charges related to this order.

### **2. Performance**

- a.) This order covers all goods and services to be performed by Seller, and reference to one term or its legal effect, either goods or services, does not infer a limitation on the other term.
- b.) Time and quantity are of the essence for this order. Unless otherwise specified, delivery times specified are the times of delivery of the goods and/or services at Buyer's designated place of delivery or destination.
- c.) Buyer reserves the right to reject any goods or services and to cancel all or any part of this order, if Seller fails to deliver all or any part of the goods or services, or perform any of the work in accordance with the terms and conditions of this order. Acceptance of any part of the order shall not bind the Buyer to accept any future shipments or work nor deprive it of the right to return goods already accepted.



### **3. Indemnification**

- a.) Seller shall indemnify and hold harmless Buyer for, from and against any and all claims, actions, damages, losses, liabilities, judgments, demands, costs, and expenses, including attorneys fees, incurred by Buyer caused by, arising from or as a result of (i) any breach of any of the covenants, agreements, representations or warranties of Seller contained herein, or (ii) any negligence or other act of omission on the part of the Seller and/or any person or entity acting on behalf of Buyer (including Seller's subcontractors). Seller shall defend any and all claims or suits based on such claims or suits at Seller's expense. Buyer, at its option, shall have the right to participate in the defense of any claim or suit without relieving Seller of any obligations hereunder.

### **4. Insurance**

- a.) Seller and its subcontractors shall maintain public liability and property damage insurance, at a minimum, in accordance with industry standards sufficient to cover the obligations set forth herein, and shall maintain proper workers' compensation insurance covering all employees performing within the scope of this purchase order. Seller shall provide a certificate of insurance upon request.

### **5. Seller Representations and Warranties**

- a.) Seller represents and warrants that goods and services furnished shall be of the highest grade and quality, of good workmanship and free from any defect, and shall conform to the specifications, quality requirements, drawings, samples or other data or descriptions furnished or adopted by Buyer. Seller hereby assigns to Buyer all rights of Seller to any representation or warranties of the subcontractors of Seller or the manufacturer of the goods covered hereby.
- b.) Seller shall be fully responsible for all work and service performed by any subcontractor. At Buyer's option, any part of the material or work not complying with the requirements expressed or implied may be returned, at Seller's risk and expense including transportation both ways, for prompt correction of defects or services conforming to this order. Additionally, Seller shall be responsible for losses in Buyer's revenue adversely affected by defective goods and services furnished by Seller.
- c.) Seller represents and warrants that the goods furnished are fully merchantable and fit for their intended or particular purpose and that such goods and the related services comply with the express and implied warranties contained for a seller under the Michigan Uniform Commercial Code (Act 174 of 1962, as amended). All goods and services are subject to final inspection by Buyer and payment shall not constitute acceptance.
- d.) Buyer reserves the right to enter Seller's or Seller's subcontractor's manufacturing facility for the purpose of inspecting or auditing. This right shall be extended to Buyer's customers and regulatory authorities.
- e.) Seller represents and warrants that no law, rule or ordinance of the federal, state or local governmental authority or agency has been violated in the

manufacture or sale of the goods, or performance of the services covered by this order.

- f.) Seller represents and warrants that (i) the goods provided hereunder are new and do not contain anything used or reconditioned, (ii) the goods and services provided hereunder do not infringe any patent, trademark, copyright, trade secret or intellectual property right of any third party, and (iii) Seller shall notify Buyer immediately upon discovery that nonconforming product has been shipped to Buyer.
- g.) Seller shall notify Buyer in writing prior to implementation of any change in design or manufacturing process that may affect form, fit, function, quality, or reliability. Notification shall be made at least (60) sixty days prior to the effective date of change.
- h.) Seller is responsible for securing all applicable licenses and permits and compliance therewith, and the price shall be deemed to include the cost of these items.

## **6. Ownership and Confidentiality**

- a.) Any specifications, materials, tooling or information furnished, provided on behalf of, or paid for by Buyer, shall (i) be kept confidential, (ii) remain or become Buyer's property, (iii) be used by Seller exclusively for Buyer's orders, (iv) be clearly marked as Buyer's property and segregated when not in use, (v) be kept in good working condition at Seller's expense, and (vi) be shipped to Buyer promptly on demand. Seller shall insure Buyer's property and be liable for loss or damage while in seller's possession or control, ordinary wear and tear excepted.
- b.) Information or items prepared by Seller specifically in connection with performance of this order are considered "work made for hire" under U.S. Copyright Law. Buyer shall be deemed the owner and author of such works. Seller agrees to execute such further documents and do such further acts as may be necessary to perfect, register or enforce Buyer's rights in and to such works.

## **7. Governing Law and Dispute Resolution**

- a.) This agreement shall be deemed made in the State of Michigan, and shall be construed and interpreted solely in accordance with the laws of such state. The parties hereby submit to the jurisdiction of the state and federal courts located in Wayne County, Michigan, with agreed venue in the City of Detroit.
- b.) Seller shall comply with all Federal, State and local laws applicable to the sale of goods or services to Buyer. Seller shall promptly provide any and all certifications of compliance requested by Buyer.
- c.) In the event of a conflict between these Purchase Order Terms and Conditions and any other term contained in any document signed by the parties, these terms shall prevail and be binding.
- d.) Any dispute or controversy arising out of or relating to this order or any breach hereof, or the termination of any service provided pursuant to this order, shall be settled by binding arbitration in accordance with the Rules of

the American Arbitration Association in the State of Michigan, subject to Michigan law. Judgment upon any award may be entered in the Circuit Court, or any court having jurisdiction. Should the foregoing arbitration agreement be unenforceable for any reason, the parties hereby waive their respective right to trial by jury with respect to any cause of action, claim, counterclaim in any action, proceeding, and/or hearing.

**8. Assignment and Set-Off**

- a.) Seller will not assign this agreement or any rights hereunder, or subcontract any of its duties hereunder, without Buyer's written consent. Any unauthorized assignment is void. All claims for monies due or to become due from Buyer shall be subject to deduction by Buyer for any set-off or counterclaim arising out of this or any other of Buyer's purchase orders with Seller.

**9. Limitation of Liability**

- a.) To the extent permitted by applicable law, in no event will Buyer (including Buyer's officers, directors and employees) be liable for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages.
- b.) Buyer will not be liable for finished work, work in process, or raw materials fabricated or procured by Seller unnecessarily in advance or in excess of Buyer delivery requirements.

**10. Force Majeure**

- a.) Neither Buyer nor Seller shall be liable for failure to execute or fully perform this purchase order in the event of force majeure, (i.e. acts of God, restraint of Government, or for any cause which is unavoidable through exercise of due care, and beyond the control of the party who is to perform) provided the party invoking force majeure notifies the other party in writing within ten (10) days of becoming aware of force majeure events.
- b.) Seller shall assist in the efforts to restore Buyer back to normal operable conditions; accordingly nonperformance is only excused as long as force majeure conditions exist.

**11. Termination**

- a.) Buyer may at any time terminate this agreement in whole or in part by written notice, whereupon Seller shall terminate work pursuant to the terms of such notice and without further liability of Buyer.
- b.) Seller shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Seller shall promptly submit its termination claim to Buyer. If Seller has any property in its possession belonging to Buyer, Seller will account for the same, and dispose of it in the manner Buyer directs. In no event shall Seller be entitled for lost profits based on unperformed services.
- c.) Buyer must acknowledge in writing all non-cancelable, non-returnable goods or material at the time of order placement. If such goods or material ordered

can not be sold to other purchasers, Seller shall promptly advise Buyer of quantities of applicable goods and material on hand or purchased prior to termination and the most favorable disposition that Seller can make. Seller shall comply with Buyer's instructions regarding disposition of such goods and material.

- d.) Payment for non-cancelable, non-returnable goods and material shall constitute Buyer's only liability in the event this order is terminated.
- e.) The provisions of this section shall not apply to termination by Buyer for default of Seller.

## **12. Tax Exempt**

- a.) The Detroit Transportation Corporation is exempt from federal and state sales and use taxes under Rule 29 for government agencies. The Tax I.D. # is 38-2637180.

## **14. REQUIRED FORMS & CERTIFICATIONS**

Instructions: Failure to include these forms and certifications with your Bid/Proposal will result in your Bid/Proposal being deemed unresponsive. Unresponsive Bids/Proposals will not be considered. These are the only forms that need to be submitted. Additional material is not required. DTC does not guarantee that any additional information will be reviewed. Bidders/Proposers shall retain this package and keep clean copies of the required forms. If DTC re-bids or re-proposes this procurement, it reserves the right to not re-issue the Bid/Proposal package - either in part or total - and may require Bidders/Proposers to use the previously-issued packages.

**NAME, LEGAL STATUS, AND AUTHORIZING SIGNATURE**

**Applicability – all bids and proposals**

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**

**ADDENDUM CERTIFICATION**

**Applicability – all bids and proposals**

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

**ADDENDUM**

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

*Addendum No.* \_\_\_\_\_ *Dated:* \_\_\_\_\_

*Addendum No.* \_\_\_\_\_ *Dated:* \_\_\_\_\_

*Addendum No.* \_\_\_\_\_ *Dated:* \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

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

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXCEPTIONS TO TERMS AND CONDITIONS**

**Applicability – all bids and proposals**

This Solicitation is an Invitation for Bid/Request for Proposals. Bidders/Proposers who wish to take exception to or modify anything in DTC’s Form Contract should provide the description and reason for any such changes. DTC discourages exceptions and modifications. Additionally, certain exceptions or modifications may result in the rejection of the Bid/Proposal or may be considered in the selection of a competing Bid/Proposal. Use this and other pages to describe your request. Be sure to cite Page, Section and Subsection numbers or letters.

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Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**REFERENCES**

**Applicability – all bids and proposals**

Please provide the company name, contact person, telephone number and email address of five (5) businesses where like services were provided.

COMPANY NAME

CONTACT

TELEPHONE

EMAIL ADDRESS

1.

2.

3.

4.

5.



**NON-CONFLICT OF INTEREST CERTIFICATION**

**Applicability – all bids and proposals**

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. The Bidder/Proposer is the only person or entity with an interest in the profits of the proposed contract; that the contract is made without any connection or interest in the profits thereof with any persons making any other Bid or Proposal for said work; that the said contract is on the Bidder/Proposer’s part, in all respects, fair and without collusion or fraud, and also that no members of DTC’s Board of Directors, head of any department, or employee, or any employee of the City of Detroit, is directly or indirectly interested therein.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF DETROIT CERTIFICATION**

**Applicability – all bids and proposals**

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

Neither Bidder/Proposer nor any of its employees, representatives or agents is in arrears to the City of Detroit upon any debt or contract or has defaulted as a surety or upon any obligation to the City of Detroit or is in other respect disqualified according to the provisions of the Detroit City Code or the 1997 Detroit City Charter.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FREE COMPETITION AFFIDAVIT**  
(23 USC §112)

**Applicability – all bids and proposals**

Project Name: \_\_\_\_\_

State of: \_\_\_\_\_, County of: \_\_\_\_\_

I, \_\_\_\_\_ an authorized representative, being  
duly sworn,  
*(Name and Title)*

deposes, says, and certifies that:

\_\_\_\_\_  
*(Bidder/Proposer)*

has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition 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: \_\_\_\_\_

**COMPLIANCE WITH FEDERAL AFFIRMATIVE ACTION REQUIREMENTS CERTIFICATION**

**Applicability – all bids and proposals**

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 31<sup>st</sup> day of March with the Joint Report Committee, the U.S. Office of Federal Contract Compliance; or the U.S. Equal Employment Opportunity Commission.

Yes: \_\_\_\_\_ No: \_\_\_\_\_ \*Not Applicable: \_\_\_\_\_

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_ \*Not Applicable: \_\_\_\_\_

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_ \*Not Applicable: \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH FEDERAL AFFIRMATIVE ACTION REQUIREMENTS\*\*  
(First Tier Sub-Contractor)**

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\*\* The Federal Register, Tuesday, December 30, 1980, Vol. 45, No. 251, contains the Department of Labor, Office of Federal Contract Compliance Programs, Government Contractors, Affirmative Action Requirements, Final Rule: (41 CFR, Parts 60-1, 60-2, 60-4, 60-20, 60-30, 60-50, 60-60, 60-250, and 60-741). Furthermore, the potential Bidder/Proposer certifies that it will provide immediate written notice to the Procuring Agency if, at any time during the course of the proposed contract, it learns that this certification was erroneous when submitted or has been erroneous by reason of changed circumstances.

COMPLIANCE WITH FEDERAL AFFIRMATIVE ACTION REQUIREMENTS CERTIFICATION (continued)

**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: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## DISADVANTAGED BUSINESS ENTERPRISES CERTIFICATION

### Applicability – all bids and proposals

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 **5.5%**. Use of DBE firms for support functions (e.g. delivery, installation, and training) is one way to achieve this goal.
2. It is the policy of DTC to offer the maximum feasible participation of Disadvantaged Business Enterprises in contracting opportunities with DTC. In compliance with 49 CFR Part 26 "Participation by Minority Business Enterprise in Department of Transportation Programs", DTC establishes annual percentage goals based on budgeted contracting activities for DBEs. In order to account for eligible DBE participation and establish a directory to identify and promote the utilization of such business it is required that certain pertinent information and an affidavit attesting to the eligibility of the business as defined by the Federal Regulations (49 CFR Part 26) be provided to DTC.
3. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of any DOT-assisted contract. Failure by contractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as DTC deems appropriate. Each subcontract contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
4. Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
5. Contractor is required to pay its subcontractors performing work related to the contract for satisfactory performance of that work no later than 30 days after contractor's receipt of payment for that work from DTC. In addition, contractor may not hold retainage from its subcontractors.
6. Contractor must promptly notify DTC, whenever a DBE subcontractor performing work related to the contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of DTC.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DISADVANTAGED BUSINESS ENTERPRISES CERTIFICATION (Continued)

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 \_\_\_\_\_.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DISADVANTAGED BUSINESS ENTERPRISES CERTIFICATION (Continued)

**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/Proposal 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/Proposal 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/Proposal 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	



DISADVANTAGED BUSINESS ENTERPRISES CERTIFICATION (Continued)

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

	DBE	MBE	WBE
\$ to be paid to firm(s)			
% of total Bid/Proposal			
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.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DISADVANTAGED BUSINESS ENTERPRISES CERTIFICATION (Continued)

**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		

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DISADVANTAGED BUSINESS ENTERPRISES CERTIFICATION (Continued)

**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 Bid/Proposal 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.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **GUIDANCE CONCERNING GOOD FAITH EFFORTS**

- 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:
  - i. The Bidder/Proposer can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose.
  - ii. 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/proposal 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. Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in contractor's efforts to meet the project goal.

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

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

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

IV. 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.

## **GUIDANCE CONCERNING GOOD FAITH EFFORTS CERTIFICATION**

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## REPORT A: EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REPORT

### Applicability – all bids and proposals

<b>Bid/Proposal Project Name</b>		
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)	<input type="checkbox"/> Consolidated Report <input type="checkbox"/> Headquarters Unit Report <input type="checkbox"/> Special Report	<input type="checkbox"/> Single Establishment Employer Report <input type="checkbox"/> Individual Establishment Report <small>(Submit one for each establishment)</small>
<b>Business Data</b>		
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 <input type="checkbox"/> Yes <input type="checkbox"/> No		
Is an Affirmative Action Plan on file with DTC's Office of Contract Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No (Plan will be submitted by (date))		
An Affirmative Action Plan is on file with the following Governmental agencies. Please list:		

**REPORT A: EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REPORT (continued)**

<b>Employment Data</b>											
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											
<b>TOTAL</b>											

<b>Employment at this Establishment</b>																
Report all permanent, temporary, or part-time employees, including apprentices and on-the-job trainees. Enter the appropriate figures.																
Job Categories	Current Workforce					Under-utilization		Estimated Number of Vacancies	Current Goals				Ultimate Goals			
	Total Qty. Employees	Minority		Female		Min.	Fem.		Minority		Female		Minority		Female	
		#	%	#	%				#	%	#	%	Year	%	Year	%
Officials / Managers																
Professionals																
Technicians																
Sales Workers																
Office/Clerical Staff																
Craftsmen (Skilled)																
Operators (Semi-Skilled)																
Laborers (Unskilled)																
Service Workers																
Journey Workers																
Apprentices																
<b>Total</b>																

REPORT A: EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REPORT (continued)

<b>Certification</b>				
Name of authorized official			Title	
Signature			Date	
Contact name regarding this report			Title	
Address			City	
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
<b>Do not write below this line – DTC Only</b>				
Awardable [ ] Yes [ ] No		Signature		Date
Comments				



**BID/PROPOSAL GUARANTY & SECURITY**

**Applicability – if required by DTC’s Solicitation**

**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 accord with the requirements of DTC’s Solicitation. 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: \_\_\_\_\_

**OVERALL FEDERAL REGULATION COMPLIANCE CERTIFICATION (FTA)**

**Applicability – All FTA funded solicitations**

All contractual provisions required by USDOT/FTA, as set forth in USDOT/FTA Circular 4220.1F, as amended, and outlined in CONTRACT APPENDIX D (Federal Contract Clauses), 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 any provisions contained in the Solicitation or the Bid/Proposal. 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: \_\_\_\_\_

**PROCUREMENT INTEGRITY CERTIFICATION (FTA)**

**Applicability – All FTA funded solicitations**

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 (f), 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.

Provide a 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)".

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Bidder/Proposer Executes Here

Signature: _____
Date: _____

**GOVERNMENT WIDE DEBARMENT AND SUSPENSION CERTIFICATION (FTA)**

**Applicability – All FTA funded solicitations > \$25,000**

The Bidder/Proposer agrees:

1. It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third-Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, 2 U.S. OMB, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA “System for Award Management,” <http://www.sam.gov> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third-Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third-Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the “System for Award Management” at <http://www.sam.gov> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200.
2. If DTC suspends, debars, or takes any similar action against a participant or individual, DTC will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which DTC is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.

The Bidder/Proposer certifies that neither it nor its "principals" (as defined at 49 C.F.R. Part 29.105):

- 1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- 2) Have within a three-year period preceding this Bid/Proposal/Qualification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3) Are 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 within a three-year period preceding this Bid/Proposal/Qualification had one or more public transactions (Federal, State, local) terminated for cause or default.

**CONTRACTOR / COMPANY NAME**

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**NAME, TITLE AND SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL:**

TYPE OR PRINT NAME	TITLE
SIGNATURE	DATE

**BUY AMERICA CERTIFICATION (FTA)**

**Applicability – All FTA funded solicitations for the acquisition of steel, iron and manufactured products > \$150,000**

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**\*\*\*Only sign either Certificate of Compliance or Certificate of Non-Compliance\*\*\***

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The Bidder/Proposer shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating or planning funds. A Bidder or Proposer shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**Certificate of Compliance with Buy America Requirements.**

The Bidder/Proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

**CONTRACTOR / COMPANY NAME**

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**NAME, TITLE AND SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL:**

TYPE OR PRINT NAME	TITLE
SIGNATURE	DATE

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**Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements** The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

**CONTRACTOR / COMPANY NAME**

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**NAME, TITLE AND SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL:**

TYPE OR PRINT NAME	TITLE
SIGNATURE	DATE

## LOBBYING CERTIFICATION (FTA)

### Applicability – All FTA funded solicitations of \$100,000 or more

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The Bidder/Proposer certifies 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 and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify 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.*

#### **CONTRACTOR / COMPANY NAME**

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#### **NAME, TITLE AND SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL:**

TYPE OR PRINT NAME	TITLE
SIGNATURE	DATE