



MASS TRANSPORTATION AUTHORITY

REQUEST FOR PROPOSAL

MTA – RIDES TO WELLNESS

BUILDING #3 – ROOF REPLACEMENT

RFP# 2024-03

Issue date:

Friday, March 22nd, 2024

Proposal due date and time:

Wednesday, April 24th, 2024, 3:00 P.M. (EDT)

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SECTION 1. INTRODUCTION

The Mass Transportation Authority (MTA) operates a Public Transportation System in Genesee and Surrounding Counties and is located at 1401 South Dort Hwy, Flint, Michigan.

The MTA will issue a Request For Proposal on March 22nd, 2024 for Roof Removal and Replacement.

The MTA Rides to Wellness Campus (R2W) houses vehicles used for the Ride to Wellness program. MTA is soliciting proposals to remove and replace the roof on Building #3 located within the R2W Campus located at 1717 S. Dort Highway. The MTA will receive sealed Proposals either electronically through Bidnet Direct or at the MTA Administration facility located at 1401 S. Dort Highway on or before 3:00 p.m. on Wednesday, April 24th, 2024.

The RFP, Contract Documents and any supporting documentation can be obtained electronically on the Bidnet Direct website at <https://www.bidnetdirect.com/mitn> formally the Michigan Intergovernmental Trade Network (MITN) on or after March 22nd, 2024. Proposers will be able print out the proposal documents, supporting documentation and outline specifications on Bidnet Direct. As a vendor, you can register with the Bidnet Direct at the following website: <https://www.bidnetdirect.com/mitn> and be sure that you see all available bids and opportunities. Bidnet Direct will be used to issue any addenda or information relative to the RFP requirements.

Each Proposal shall be accompanied by a cashier's check or a bid bond by an approved surety company in the amount of five percent (5%) of the base Proposal payable to the MTA and will be forfeited to the MTA on failure to enter into a contract within ten (10) days after notice of acceptance of the Proposal.

A Pre-Proposal meeting will be held at the MTA Center of Technology (Building 1 – R2W Facility) located at 1717 S. Dort Highway, Flint, Michigan 48503 on Wednesday April 3rd, 2024 at 1:30 pm. E.D.T.

Successful Proposer will be required to furnish a performance bond in an amount equal to one hundred percent (100%) of the contract amount and labor and material payment bond in an amount equal to one hundred percent (100%) of the contract amount. Surety on such bonds shall be a duly authorized company satisfactory to the MTA.

This project is partially funded by grants received from the U.S. Department of Transportation and the Michigan Department of Transportation and subject to compliance with the "Davis-Bacon Act" (prevailing wage rates), "Copeland Anti-Kickback Act" and other related Acts. Proposers shall refer to the "Instruction to Proposers" section of the specifications for additional requirements and information.

No Proposal may be withdrawn for a period of ninety (90) days after submission. Proposals offering less than ninety (90) days for acceptance by the MTA from the date set for opening will be considered non-responsive and will be rejected.

The MTA reserves the right to reject any or all Proposals and to waive irregularities or informalities as may be deemed in MTA's interest. It is the MTA's intent to award the project to the lowest most qualified, responsive, and responsible Proposer for all phases of the construction work. MTA will make the award to the responsible Proposer whose proposal is most advantageous to MTA. Accordingly, MTA may not

necessarily make an award to the Proposer with the highest technical ranking nor award to the Proposer with the lowest cost proposal if doing so would not be in the overall best interest of MTA.

MTA makes no representations, warranties or agreements with respect to this RFP. In addition, MTA makes no commitment to purchase any products or services or take any other action, including but not limited to, awarding a contract to the individual/firm submitting the most qualified responsive proposal. MTA reserves the right to amend or cancel this RFP at any time for any or no reason. All amendments to this RFP shall be in writing.

SECTION 2. SCOPE OF WORK

2.1 PROJECT BACKGROUND

The MTA is soliciting proposals from qualified companies who can provide construction services for the replacement of the roof located at the MTA Rides to Wellness (R2W) campus, Building #3, 1717 S. Dort Hwy., Flint, MI 48503.

There are several buildings on site and the site is completely paved. The facilities are being used for MTA's Rides to Wellness program. This program uses MTA vehicles to transport the public to health-related appointments.

R2W vehicles are parked at this facility, driven from the facility to assigned routes, then returned to the site at the end of the day. R2W drivers drive their personal vehicles to the facility, park them on site, then use the R2W vehicles for their assigned routes. The R2W facility must remain fully operational 24/7 during construction. Contractor must coordinate construction activities with MTA RTW Operational Team at all times.

2.2 SCOPE OF WORK

- Comply with MIOSHA requirements at all times while on project.
- Traditional Construction services, including but not limited to monitoring construction schedule, conformance to construction documents, conduct job meetings, and facilitate project closeout process.
- Conform to the requirements of the pay items included in the Project Specifications. In the event of a conflict between these specifications, the Owner's Representative shall make the final determination.
- Meet all Construction Specifications highlighted in this RFP.
- Produce construction documents sufficient for permitting, bidding, and construction.
- Provide a designated area for demolition waste containers. New material storage for equipment and parking will be provided for roofing crew during the construction. Contractor shall provide covering for such containers as to prevent public salvaging of items. Leaching of products from container vessels will not be tolerated. The Contractor shall provide all labor and materials necessary to accomplish this work.

- Confine all construction and demolition including equipment placement / materials placement to and from the roof areas to within the areas designated.
- No additional compensation will be permitted as a result of time extensions due to adverse weather conditions approved by the Owner's Representative.
- Provide site survey locating and recording locations of existing utilities including rooftop storm drainage, affected electrical and gas services, affected water services, and all other rooftop points of entry
- Do not use HVAC systems top covers for storage of equipment or products. All sealants glues or solvents or types' products of aromatic odor shall not remain open around HVAC fresh air intakes. MSDS sheets must be provided for all solvents, glues or cleaners.
- Remove roofing material strategically to prevent open roof sections. Weather conditions rain/sleet must be prevented from leaking inside building. Prevention of damage inside of building areas will be contractor's responsibility.
- Remove existing rock ballast from roof and remove from jobsite.
- Remove all coping cap covering all parapet walls.
- Tear off existing membrane exposing existing insulation and remove debris from job site.
- Remove all insulation and remove debris from jobsite.
- Inspect precast gypsum decking: Repair damaged or unsound decking with USG Securock gypsum concrete patch or similar 'trade name' product acceptable to MTA. **(provide unit price)**
- Inspect steel decking: remove & replace rusted steel decking that is no longer structurally sound. For decking that is rusted but still structurally sound wire brush, clean, then apply a rust convertor or inhibitor primer **(provide unit prices for repair and for replacement)**
- Install insulation under the trade name Carlisle SynTec Systems InsulBase polyisocyanurate or similar comparative product acceptable to MTA. Including using tapered insulation to meet roof drain and pitch specification of $\frac{1}{4}$ " per foot slope (2.08%).
- Mechanically fasten insulation to steel deck with heavy duty screws and stress plates at the rate of 12 fasteners per 4'x8' board in the field with enhancements in the perimeter and corners to comply with FM 1-90 criteria. Apply insulation to roof precast gypsum decking with hot asphalt or lo-rise polyurethane adhesives.
- Provide Carlisle SynTec U12A.1 roof/parapet flashing detail or approved equal for 90 MPH wind speeds at juncture of roof and parapet walls per manufacturers specifications.
- Install Carlisle SynTec Systems "FleeceBack" PVC FRS, option color "white", fully adhered 60mil thick system, or similar membrane system acceptable to MTA and strictly according to the manufacturer's specifications over secured insulation assembly.

- Install 24 gauge fluoropolymer Kynar 500 coated coping in standard color as selected by MTA. Use continuous 22 gauge galvalume steel clip at parapet walls. Remove and replace all damaged or deteriorated wood nailers or shims.
- Provide 36" x 30" Bilco steel roof hatch and aluminum cover with steel ladder access from within building per MTA selected location. Also provide Bilco ladder up safety post ladder from low roof to main roof in MTA selected location. Provide shop drawings for approval.
- Install new PVC or approved equal membrane walk pads around all sides of HVAC equipment including main pathway from Owner selected locations to all directions going to RTU's or other equipment.
- Install all sealants, flashings & details in strict accordance with manufacturer's specifications.
- Inspect sump roof drain systems and connections for decay or rotting. **(Provide unit pricing for replacement of drain and connection to interior roof conductor system.)**
- Replace gas piping and electrical conduit supports and all material supports as and where required.
- Remove any exhaust ports/stacks not currently in use. Patch holes using manufacturer specified guidelines.
- MTA Maintenance staff will raise any HVAC service lines as needed.
- Proposer will be responsible for meeting insulation values according to Michigan Uniform Energy Code Part 10.
- **OPTION:** Include a per unit cost for replacement of skylights presently on roof.
- **OPTION:** Include a per unit cost for purchase and installation of an external roof access ladder.
- **OPTION:** Installation of snow guard system on canopies located at 1717 S.Dort Highway. Provide and Install S-5 ColorGard Snow Retention System, ColorGard Unpinched Rail, VersaBracket 47, and VersaClip fastened per manufacturer's requirements. (see section 2.6 for trade name clauses)

2.3 **MINIMUM QUALIFICATIONS**

Proposers will be deemed non-responsible and rejected without any further evaluation if they, as a business, do not meet the following qualifications:

- The Proposer or its subcontractor(s) shall have applicable licenses by the appropriate authorities to provide the construction services required.
- The Proposer must provide three (3) business references where **similar** contracted construction work has been completed over the past five (5) years. The Proposer shall have a minimum of five (5) years of successful experience performing work of the type and scope required for this Project.

- The Proposer shall have ample financial resources to perform the work required by the contract documents.

2.4 **PREVAILING WAGE RATES**

This project is funded by grants received from the Michigan Department of Transportation and subject to compliance with the “Davis-Bacon Act” (Federal prevailing wage rates) and other related Acts. Contractors shall be responsible for compliance with the Federal Wage Determinations. The current Federal prevailing wage rates for Genesee County can be found in the Attachment sections. These published rates will be for the duration of the contract. Contractor shall submit a certified payroll when projected is completed. Payment applications for project will not be remitted without the certified payroll submission.

2.5 **PERMITS**

The Contractor is responsible to obtain, at their expense, any permits, certifications and/or licenses to complete the construction project. The Contractor shall be responsible for abiding to any safety and environmental ordinances and/or codes pertaining to construction and installation.

2.6 **USE OF BRAND OR TRADE NAMES**

The use of brand names, trade names, types, styles, model numbers and serial numbers are intended to be descriptive only and not intended to restrict competition. Specific brand names will be used as a comparative measure of the safety, quality and performance against all proposal submissions. However, other brand names, types, styles, model numbers have to be “equal” and meet the minimum requirements of the OEM.

2.7 **PRE-PROPOSAL MEETING**

A Pre-Proposal meeting will be held at the MTA Center for Technology (Building 1 – R2W Facility) located at 1717 S. Dort Highway, Flint, Michigan 48503, on Wednesday, April 3rd, 2024 at 1:30 p.m. E.D.T.

2.8 **SITE EXAMINATION**

Before submitting a proposal, each Proposer shall be responsible for inspecting the work site to arrive at a clear understanding of the conditions under which the work is to be done. The Proposer shall have compared the work site and specifications and completely understand all conditions affecting the execution of the work. Proposers must supply their own lifting means to inspect the roof and coordinate date and time with MTA staff. (Scott Davis – 810-767-6950 – sdavis@mtaflint.org)

2.9 **SPECIFICATIONS AND DRAWINGS**

A sketch plan in PDF format is attached as part of this RFP. The Proposer shall be responsible for the cost of reproductions.

2.10 **INTERPRETATIONS**

- If Proposer is in doubt as to true meaning of any part of the RFP Documents, submit a written request for interpretation. Proposers submitting a request are responsible for its prompt and actual delivery. Interpretations shall not be made orally.
- Any interpretation, correction or change of the documents will be made by written addenda emailed electronically prior to the Proposal deadline. Copy of such addendum will be mailed to each individual or entity issued Proposal Documents. All addenda are

part of the documents. Interpretations, corrections, or changes of the Proposal Documents made in any other manner will not be binding and Proposers shall not rely upon such interpretations, corrections and changes.

- Proposers acknowledge that the Specifications, Drawings, General Conditions and Project Manual are complimentary. In the event of a conflict, the more stringent requirement shall apply. The Drawings are not all-inclusive and the Contractor shall include all items of work necessary to obtain complete and functioning systems, even though the items are not specifically called for on the Specifications and Drawings.

2.11 VOLUNTARY ALTERNATES

All Proposals must be based upon the RFP Documents. In addition to a base proposal, the submission of voluntary alternates is acceptable and encouraged. If a voluntary alternate is submitted for consideration, the Proposer shall also submit sufficient information in the form of drawings, specifications, test data, delivery dates, scheduling issue considerations, etc., sufficient for analysis of the alternate.

The MTA reserve the right to unilaterally accept or reject Voluntary Alternates and to determine if the Voluntary Alternates will be considered in the awarding of the contract.

2.12 EXAMINATION OF PROPOSAL AND CONTRACT DOCUMENTS

The Proposer represents that the proposal is based upon the materials, systems and equipment required by the Proposal Documents without exception. The Proposer shall compare existing conditions with the requirements of the Contract Specifications and Drawings. Furthermore, the Proposer shall also acquaint themselves with the character and extent of the MTA's and other Contractor's operations in the area of the work so that they may make their constructions plans accordingly. No allowances or extra payment will be made to the Contractor for or on account of costs or expenses occasioned by their failure to comply with the provisions of this section or by reason of error or oversight on the part of the Contractor or on account of interferences by the MTA's or other contractor's activities.

The Proposer represents that they have read and acknowledged that the project schedule along with the related requirements are acceptable.

2.13 APPROVAL OF SUBCONTRACTORS

No Prime Contractor whose proposals is accepted shall (a) substitute a sub-contractor, or (b) permit any sub-contract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original sub-contractor listed in the original proposal with without advance written approval of MTA. No sub-contractor may be replaced without the written approval of MTA.

MTA reserves the right to reject any sub-contractor whom the Owner has experienced poor performance on past projects. Additionally, only MTA approved sub-contractors will be permitted to perform work on the project. Sub-contractors will not be permitted to subcontract work without the pre-approval of the Architect.

2.14 NOTICE TO PROCEED

Upon the execution of the AIA Construction Agreement, the MTA Director of Procurement and Facilities will issue a written notice to proceed to the Contractor specifying a date on which the Contractor shall start work.

2.15 ANTICIPATED PROJECT SCHEDULE

All work shall be completed by July 31st, 2024 including punch list items. The Contractor shall diligently prosecute his work, to complete the entire contract in the shortest possible time and not later than the time stipulated. The “time stipulated” shall mean the completion date set forth in the contract plus any extensions authorized in writing.

MTA Project Schedule:

3/22/2024	Issue RFP
4/3/2024	Pre-Proposal Meeting at 1:30 p.m.
4/11/2024	Intent to Respond due by 5:00 p.m.
4/11/2024	Question Acceptance Deadline
4/24/2024	Proposals due at 3:00 p.m.
4/29/2024	Post-Proposal interviews (if necessary)
5/15/2024	Submit Award Recommendation to MTA Board
5/23/2024	MTA Board of Directors Meeting
5/27/2024	Contract Award
6/1/2024	Notice to Proceed
6/7/2024	Begin work
6/14/2024	Final construction documents and schedule review
7/15/2024	Proposed New Roof 100% Complete
7/31/2024	Proposed Project Close-out

2.16 SITE PREPARATIONS

- Work can be performed as early as 7:00 a.m. on weekdays and 8:00 a.m. on weekends.
- All materials that will not be utilized for construction are to be removed from site by the Contractor.
- The Contractor shall include the cost for and be responsible for cleanup and removal of site debris, rubbish and identifiable material daily.
- The Contractor must barricade the work area and post signs indicating areas where precaution must be taken.
- The Contractor shall take all necessary precautions to eliminate all possible fire hazards and to prevent damage to any construction work building materials, equipment and all other property both public and personal involved in connection with the project.
- The MTA maintains a Hazardous Materials Monitoring Program. To ensure that the attributes of the policy are effectively managed, no chemical, liquid, solid, aerosol or other materials utilized in the performance of the contract is to be provided to any MTA employee for any purpose. All materials deemed as regulated or hazardous in nature shall be secured and utilized in such manner as to avoid contact with MTA employees and other personnel. The

Contractor will be required to furnish the MTA with a MSDS for all materials prior to bringing the material on site.

- Contractor shall be responsible for protection of any MTA and/or adjacent property/buildings/facility or personnel apparatus against damages caused by workmen, their equipment and materials. Such damages, if any, shall be repaired and rectified, at Contractor's expense, to the satisfaction of the MTA and/or adjacent property owner.
- It is the responsibility of the Contractor to notify MISS DIG before excavation.
- All new materials that are required for project completion shall be furnished by the Contractor.

2.17 CUSTOMER SERVICE

The Contractor shall respond to MTA's inquiries at a minimum within one business day of receipt of contact.

2.18 PRODUCT QUALITY

MTA is committed to the principal of zero defects and will insist on that same commitment on the part of the Contractor. The Contractor shall make adequate provisions to ensure that the parts, materials and workmanship meets or exceeds the specifications of this RFP. The Contractor shall establish and maintain quality control procedures throughout the entire contract term.

2.19 WARRANTY

The Contractor must provide details of its warranty policies and procedures. All constructed work shall have a minimum one (1) year warranty from date of final completion. The Contractor shall replace any materials within the warranty period that fail due to defect in material resulting from normal use.

Equipment and materials provided shall be standard product or a manufacturer, regularly engaged in the manufacture of the product that has been performing satisfactorily. Discontinued models are not acceptable.

Contractor shall represent and warrant the goods, materials and supplies or components offered to the MTA under this proposal new, unused or re-conditioned and are not such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies or components offered are current production models of the respective manufacturer.

Deficient materials shall be replaced at no additional cost to MTA.

2.20 MINIMUM REQUIREMENTS FOR PRICING

The price shall include all requested deliverables as indicated in Contract Documents (RFP 2024-03 and addendums, Drawings and Specifications) and any additional services that are included as part of the overall proposed solution. The Cost Proposal Form and Unit Pricings shall be completed in entirety and submitted in a separate sealed envelope labeled "Proposal for RFP #2024-03 along with the Cost Proposal Form. The Proposer shall also submit a Schedule of Values with the Cost Proposal Form.

It is understood that all proposed prices shall remain in effect for at least ninety (90) days from the date of the proposal opening to allow for the award and that, if chosen the successful Contractor, the prices will remain firm through the term of the contract.

Any contract or price revisions shall be based on industry price changes and supported by adequate detail to document same. Any cost revisions shall not be allowed if requested or

implemented without prior consent of the MTA Purchasing Department. All prices must be FOB Destination. The Cost Proposal Form shall be signed by a duly authorized representative of the Proposer's company.

SECTION 3. PROPOSAL SUBMISSION

3.1 **SUBMISSION OF PROPOSALS**

Sealed proposals can be sent electronically through Bidnet Direct (<https://www.bidnetdirect.com/mitn>) or received by the Flint MTA, 1401 South Dort Highway, Flint, Michigan on or before 3:00 P.M. (EDT), April 24th, 2024. Proposers must register with Bidnet Direct to upload and submit proposal. Proposals submitted by facsimile or email will not be accepted. Sealed envelopes containing the proposal response must be labeled with the proposal name, proposal number, proposal due date and your firm's name. Submit one (1) original and one (1) additional copy of the proposal, and one (1) Adobe PDF or Word electronic version of your proposal on CD, DVD or USB Flash Drive. Any electronic altering of this RFP shall be grounds for rejection of your submission. All Proposals become the property of the MTA. Proposals received in response to this RFP shall be considered received at the time actually received by the addressee or designated agent. **Late proposals shall not be considered.**

The MTA reserves the right to waive any informality in the Request For Proposal; to reject any or all proposals; and to make any award which it considers to be in the best interest of the MTA. The MTA reserves the right to use whatever reasonable and prudent evaluation techniques it deems appropriate.

No proposal may be withdrawn for a period of ninety (90) days after submission. Any questions or request for clarification regarding this Request for Proposal must be presented by April 11th, 2024 and addressed to:

Jesse Lambert
E-mail: jlambert@mtaflint.org

MTA will consider no telephone inquiries regarding the RFP and will consider no in-person inquiries. In the event that a firm attempts to contact any official, employee or representative of MTA in any manner contrary to the above requirements, said firm may be disqualified for further consideration.

3.2 **EQUAL EMPLOYMENT OPPORTUNITY**

"Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations."

3.3 **INELIGIBLE PROPOSERS**

"All Proposers will be required to certify that they are not on the Comptroller General's List of Ineligible Contractors." The successful proposer shall be required to comply with the MTA's Affirmative Action Plan. The MTA reserves the right to reject any proposal if the contractor fails to comply.

SECTION 4. PROPOSAL CONTENTS AND FORMAT

To enable consistent proposal evaluation, the following Proposal Contents/Format has been developed. Failure to submit the requested documents could result in determining the submission as Non-Responsive and rejected. Proposals shall be submitted in the following format:

- Proposal Form – The Proposal Form shall be submitted in a separate sealed envelope labeled “Proposal for RFP #2024-03” along with the Cost Proposal Form and Schedule of Values.
- Contractor’s Qualification Statement:
- CPM Schedule: Develop a CPM schedule that shall include all of the design and construction work activities with sufficient detail such that all interfaces with all direct and related parties to the Work are shown.
- Prior Experience: Proposals submitted shall include a minimum of three (3) references and project descriptions of similar experience performed in the past five (7) years and there detailed history, total cost schedule/timelines for construction. References shall include the name, email, address, phone number and contact person. Select projects that demonstrate the capability to perform work similar to that required for this contract.
- Project Personnel: Identify key individuals by name and title. Resumes of qualifications are required for proposed project personnel. Provide information on projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. Please list in detail the Superintendent, Architect and Engineering Firm, Construction Foreman and the Construction Project Manager.
- Subcontractors: A breakdown of the proposal submitted by each trade (Excel Format) including a listing of the subcontractors’ names, address and role in this contract.
- Exceptions: List of any exceptions to RFP documents
- Acceptance: Statement of acceptance of project contract terms and conditions
- Contractor’s Safety Program and COVID-19 Safety Plan
- Last three (3) years of any OSHA/MIOSHA violations (Please state N/A if Contractor does **not** have violations in the last three (3) years.)
- Proof of Insurance
- Certification of Compliance with FTA Clauses
- Certificate Regarding Lobbying
- Certificate Regarding Debarment and Suspension
- Non-Collusion Affidavit
- Buy America Certificate
- A 5% bid bond or certified check must accompany your proposal if proposal price is over \$100,000.00.

Contractor shall provide within 5 calendar days from notice of award the following bonds:

- Performance Bond – 100% of contract price

SECTION 5. SELECTION CRITERIA

5.1 **CRITERIA**

This proposal is a “Best Value” procurement and all proposals received shall be subject to an evaluation by a selection committee for the purpose of selecting the most qualified proposal for the services required. MTA will make the award to the responsible Proposer whose proposal is most advantageous to MTA. Accordingly, MTA may not necessarily make an award to the Proposer with the highest technical ranking nor award to the Proposer with the lowest cost proposal if doing so would not be in the overall best interest of MTA.

The overall criteria listed below are listed in relative order of importance. As proposals are considered by MTA to be more equal in their technical merit, the evaluated cost or price becomes more important so that when technical proposals are evaluated as essentially equal, cost or price may be the deciding factor. The following factors will be considered in making the selection.

- Price Proposal:
- Experience and Qualifications: This refers to the nature and extent of prior experience with similar projects preferably in public transportation including the years that the organization has been in business. The Committee will consider the reputation and past performance of the Proposer as presented in the Proposal or as is determined by review of information available from references or other resources.
- Ability: This criterion refers to the Proposer’s overall organizational and financial capabilities and considers key components such as organizational reporting structure, quality control, quality assurance, technical, response time, bonding capacity and financial history. The committee may also look at judgments, liens, warranty claims and the steps that the General Contractor took to resolve these concerns in assessing the overall reputation of the Contractor.
- Work Schedule: This criterion refers to the time frame in which you would be prepared to begin work for the MTA and the proposed completion of the project. The Committee will review the proposed project schedule of completion. Project schedules that fulfill the requirements, with evidence that the schedule can be accomplished, may receive higher points for this category.
- Professional Personnel: This refers to the qualifications of the person/s assigned to perform the tasks. Qualifications of professional personnel will be measured by education and experience, with reference to experience on projects similar to that described in this RFP.

5.2 **BEST AND FINAL OFFER**

After evaluations, Proposers in the competitive range **may** be given the opportunity to modify their proposal by submitting a Best and Final Offer (BAFO). The BAFO shall fully comply with the RFP, including all Addenda. Final determination of acceptability of any proposal will be

made by the Selection Committee on the information contained therein. The request for BAFOs shall include:

- Notice that this is the opportunity for submission of a BAFO;
- A common date and time for submission of written BAFOs, allowing a reasonable opportunity for preparation of the written BAFOs;
- Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified for the receipt of BAFOs and is subject to the late submissions, modifications, and withdrawals of proposals provisions of the Request for Proposal;
- Notice that if Proposers do not submit a BAFO or a notice of withdrawal and another BAFO, their immediate previous Offer will be construed as their BAFO.

Any modifications to the initial proposals made by a Proposer in its BAFO shall be identified in its BAFO. After receipt of BAFOs, MTA reserves the right to (a) reopen negotiations; or (b) accept improvements to, enhancements of or other revisions to any proposal or alternate proposal at any time if it deems such to be in its best interest. BAFOs will be evaluated by the MTA according to the same requirements and criteria as the initial proposal selection process. MTA will make appropriate adjustments to the initial scores for any sub-criteria and criteria which have been affected by any proposal modifications made by the BAFOs.

MTA will then choose that proposal which it finds to be most advantageous to the MTA based upon the evaluation criteria. The results of the evaluations and the selection of a proposal for any award will be documented.

The MTA reserves the right to make an award to a Proposer whose proposal it judges to be most advantageous to the MTA based upon the evaluation criteria, without conducting any written or oral discussions with any Proposers or solicitation of any BAFOs. No Proposer shall have any rights against MTA arising at any stage of the solicitation from any negotiations that take place, or from the fact that MTA does not select a Proposer for negotiations.

5.3 PRESENTATION AND INTERVIEWS (IF NECESSARY)

Proposers whose evaluation scores are in the competitive range for this project may be invited to present a demonstration to and be interviewed by the Selection Committee. In the event of inclement weather, MTA may reschedule presentations and interviews. Proposers shall follow the guidelines set forth below when preparing for their interviews.

1. The Proposer's presentation shall last a maximum of one hour, and the Selection Committee will use additional time for the interview.
2. The Firm's presentation shall cover the following areas within the time limit:
 - a. Understanding of the Scope of Work and Project Objectives:

Based on the Scope of Work and the information presented in the RFP, the oral presentation shall include a thorough review of the Proposer's perception of the project.

Potential modifications and additional enhancements, which the Proposer deems appropriate and necessary for the success of the project, may also be included. The Proposer shall elucidate the organizations support capabilities and the methods developed by the Proposer to coordinate and control projects to ensure delivery and coordination with others working on the project.

b. Work Schedule:

Based on the Scope of Work and expanding upon the approach to the project provided in the RFP submission, the presentation shall include a detailed review of the project completion schedule.

c. Previous Experience:

A summary of at least three (3) recent projects that members of the Proposer's team have completed shall be presented. Examples shall demonstrate the Proposer's involvement in projects as similar as possible to the Scope of Work set forth in this RFP. For each project discussed, the Proposer shall review its objectives, the Proposer's approach, the schedule, current status, etc.

3. The Proposer shall provide an electronic copy of the presentation to MTA at the conclusion of the interview.

SECTION 6. GENERAL PROPOSAL CONDITIONS

6.1 NOTICE OF FORMAL SOLICITATION

Notwithstanding any other provision of this RFP, all proposers are hereby specifically advised that this RFP is a form solicitation for proposals only and is not intended and it not to be construed as an offer to enter into an agreement or engage into any formal competitive bidding or negotiation pursuant to any statute, ordinance, rule or regulation.

6.2 METHOD OF RESPONSE

Responses to this RFP shall be made according to the scope of work and instructions contained herein. Failure to adhere to instructions may be cause for rejection of any proposal.

6.3 ACCEPTANCE OF TERMS AND CONDITIONS

Contractors understand and agree that submission of a proposal will constitute acknowledgment and acceptance of, and a willingness to comply with, all the terms, conditions, and criteria contained in this RFP, except as otherwise specified in the proposal. Any and all parts of the submitted proposals may become part of any subsequent Agreement between the selected Contractor and the MTA.

6.4 FALSE, INCOMPLETE OR UNRESPONSIVE STATEMENTS

False, incomplete, or unresponsive statements in connection with a proposal may be sufficient cause for rejection of the proposal. The evaluation and determination of the fulfillment of the above requirement will be MTA's responsibility and its judgment shall be final.

6.5 CLEAR AND CONCISE SUBMISSION

Proposals shall provide a straightforward, concise delineation of the proposer's capability to satisfy the requirements of the RFP. Each proposal shall be submitted in the requested format and provide all required information, including but not limited to information, if requested, relating to capability, experience, financial resources, management structure and key personnel, and other information as specified in Section 2 and outlined in Section 4 and otherwise required in this RFP. **Each proposal shall be signed in ink by a duly authorized officer of the company.**

SECTION 7. INFORMATION FOR THE CONTRACTOR

7.1 CONTRACT DOCUMENTS

The "Request For Proposal", the "Contractor's Submission", the "Contract", the "General Terms and Conditions", the "Specifications", the "Preliminary Plans", and the "Scope of Work", are the contract documents that will form the Contract. Contractors should examine each of the contract documents.

7.2 DATE AND PLACE FOR DELIVERING PROPOSALS

Pursuant to the "Request For Proposal" sealed proposals will be received by either electronically through Bidnet Direct or the MTA, 1401 South Dort Highway, Flint, Michigan 48503 on or before 3:00 PM (EDT), April 24th, 2024. The awarding of the Contract, if awarded, will be made by MTA as soon thereafter as practicable.

7.3 PRINTED FORM FOR PROPOSALS

All Proposals must conform to Section 2.20, Section 4 and be submitted on Cost Proposal Form generated by the Proposer, and must be signed and acknowledged by the party, in accordance with the directions in this RFP.

7.4 OMISSIONS AND DISCREPANCIES

Should a proposer find discrepancies in, or omissions from the Specifications of Contract documents, or should he be in doubt as to their meaning, he should at once notify the Purchasing Agent who may send a written instruction to all proposers.

7.5 ACCEPTANCE OR REJECTION OF PROPOSALS

The MTA reserves the right to reject any or all proposals without limiting the generality of the foregoing. Any proposal which is incomplete, obscure or irregular may be rejected.

7.6 ACCEPTANCE OF PROPOSALS AND THE EFFECT

Within ninety (90) days after the opening of the proposals, MTA will act upon them. The acceptance of a proposal will be a notice in writing signed by a duly authorized representative of the MTA, and no other act of the MTA shall constitute the acceptance of a proposal. The acceptance of a proposal shall bind the successful proposer to receive the Contract. The rights and obligations provided for in the Contract shall become effective and binding upon the parties only with its formal execution by the General Manager.

7.7 TIME FOR EXECUTING CONTRACT AND DAMAGES FOR FAILURE TO EXECUTE

Any Contractor whose submission shall be accepted will be required to appear at the office of MTA in person, or, if a firm or corporation, a duly authorized representative shall so appear, and to execute the Contract within seven (7) days after notice that the Contract has been awarded.

Failure to do so shall constitute a breach of the agreement effected by the acceptance of the proposal.

7.8 NEWS RELEASES

News releases pertaining to this RFP or the project to which it relates, will not be made without prior Authority approval.

7.9 PRIME CONTRACTOR RESPONSIBILITIES

The selected Contractor will be required to assume responsibility for all requested deliverables as indicated in Section 2.0 regardless of who produces them. Further, MTA will consider the selected company to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. Contractor and/or subcontractor shall give a copy of their State of Michigan Contractor License and permits from governmental agencies as required upon notification of award.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives of the MTA. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval from MTA. The clause applies to both DBE and non-DBE subcontracts.

The retainage for this project is ten percent (10%). The prime contractor agrees to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactory completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the MTA. This clause applies to both DBE and non-DBE sub contracts.

7.10 GUIDANCE CONCERNING GOOD FAITH EFFORTS

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder 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. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder 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. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be 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 must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder 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. (1) Negotiating in good faith with interested DBEs. It is the bidder'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 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 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 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 nonsolicitation 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.

J. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

7.11 PROPRIETARY INFORMATION

Any reservations on the use of data contained in the Proposal shall be clearly stated in writing. MTA will attempt to comply with the Proposer's designation of proprietary/confidential information. However, MTA may not be able to withhold a record (data, document, etc.) or deny access to a record requested by an individual (the public) when an obligation is imposed upon MTA under state and/or federal law. MTA's determination to withhold or disclose a record will be based upon the particular circumstances involving the record in question and whether the record may be exempted from disclosure under state and/or federal law. Records which the Proposer considers trade secrets and privileged or confidential must be identified by the Proposer as indicated above.



GENERAL TERMS & CONDITIONS

1. CONTRACT:

The Contract resulting from the acceptance of this order is to be construed according to the laws of the State of Michigan and is non-assignable by Contractor except upon prior written approval of the Buyer.

2. WARRANTY:

Contractor expressly warrants that all materials and work covered by an order will conform to the specifications, drawings, samples or other description furnished or specified by the Buyer, and will be merchantable, of good materials and workmanship and free from defect and fit for the purposes intended. Contractor expressly warrants that all the material covered by an order which is product of Contractor, or is in accordance with Contractor's specifications, will be for and sufficient for purposes intended. All labor, materials, and systems shall function at levels meeting or exceeding operational design specifications, and shall be fully warranted for one year.

3. POTENTIALLY HARMFUL INGREDIENTS:

Contractor agrees to promptly furnish to Buyer, 1) Upon written request a list of all ingredients in materials purchased there under, and as necessary, the amount of one or more ingredients; and 2) Thereafter, information concerning any changes in such ingredients.

4. TERMINATION FOR DEFAULT:

MTA reserves the right to cancel all or any part of the work covered by the agreement and/or purchase order, 1) if Contractor does not make deliveries as specified in the schedules; or 2) so fails to make progress as to endanger performance of the work and does not correct such failure after receipt of written notice from Buyer specifying such failure; or 3) refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time; or 4) if Contractor breaches any of the terms hereof, including the warrants of Contractor. Should cancellation be made for cause, MTA reserves the right to purchase elsewhere and if additional costs are incurred, such costs are to be at Contractor's expense. Contractor shall be liable for any other damages suffered by the Buyer as result of any breach by the Contractor in the performance of an Agreement.

MTA, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to MTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from MTA setting forth the nature of said breach or default, MTA shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude MTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

5. TERMINATION FOR CONVENIENCE:

MTA reserves the right to terminate an agreement, in whole or in part, at any time by written notice to Contractor when it is in Buyer's best interest. Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. Contractor shall promptly

submit its termination claim to Buyer to be paid the Contractor. If Contractor has any property in its possession belonging to the Buyer, Contractor shall account for the same, and dispose of it in the manner Buyer directs.

Termination for Convenience or Default (Architect and Engineering)

MTA may terminate this contract in whole or in part, for the MTA's convenience or because of the failure of the Contractor to fulfill the contract obligations. The MTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the MTA's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. MTA has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the MTA, the MTA's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the MTA may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the MTA.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of MTA.

6. INSPECTION:

All material shall be received subject to Buyer's inspection and rejection. Defective material or materials not in accordance with Buyer's specifications will be held for Contractor's instructions and at Contractor's expense. Payment for material on an order prior to inspection shall not constitute an acceptance thereof, nor will acceptance remove Contractor's responsibility for latent defects

7. CHANGE IN SPECIFICATIONS:

Buyer reserves the right at any time, to make changes in drawings and specifications as to any material and/or work covered by an order and/or schedules. Any difference in price or performance time resulting from such changes shall be equitably adjusted and/or schedule shall be modified, in writing, accordingly.

8. REMEDIES

The remedies herein reserved shall be cumulative and additional to any other or further remedies provided in law or equity. No waiver or breach of any provisions of an order shall constitute a waiver of any other breach or such provision.

9. INSURANCE:

If the accomplishment of an order requires the performance of services or labor on the premises of Buyer, Contractor agrees to indemnify and protect Buyer against all liabilities, claims or demands for injuries or damages to any person or property growing out of the performance of this Contract by Contractor, its servants, employees, agents or representatives. Contractor agrees to carry and to furnish certificates from its insurance carriers showing that it carries valid insurance in the following minimum limits:

A. Workmen's Compensation-statutory limits for State of Michigan or for the state in which the work is to be performed.

B. General Public Liability \$2,000,000. and Property Damage \$2,000,000.

C. Automobile Public Liability \$2,000,000. and Property Damage \$2,000,000.

Said certificates must set forth the amount of coverage, number of policy, and date of expiration. If Contractor is a self-insurer, the certificate of the appropriate state agency of the state must be furnished by such agency directly to Buyer. The purchase of such insurance coverage or the furnishing of the aforesaid certificates shall not be a satisfaction of Contractor's liability thereunder or in any way modify Contractor's indemnification of Buyer.

10. ADVERTISING:

Contractor shall not, without first obtaining the written consent of Buyer, in any manner, advertise or publish the fact the Contractor has contracted to furnish Buyer the material herein ordered. Failure to observe this provision permits Buyer to terminate the Contract resulting from the acceptance of an order without any obligation to accept deliveries after the date of termination or make further payments except from completed articles delivered prior to termination.

11. STATE APPROVAL:

If the articles covered by an order require approval for the sale and/or use thereof by State statute or regulations, Contractor certifies it has or will obtain an approval for their sale and/or use from the appropriate agency of the State. Contractor will submit to Buyer a copy of each such approval for sale and/or use.

12. GOVERNMENT REGULATIONS:

In the performance of work under an order, Contractor agrees to comply with all applicable Federal, State, or Local laws, rules, regulations or ordinances.

13. EXEMPTION FROM TAXES:

The Mass Transportation Authority, is tax exempt under Public Act No. 551963, Section 8. The vendor certifies that all such taxes are not included in the prices shown herein.

14. INTEREST OF MEMBERS OF STATE LEGISLATURE:

No member of the State Legislature shall be admitted to any share or any part of a Contract or any benefit arising there from.

15. AUDIT & INSPECTION OF RECORDS BY MICHIGAN DEPARTMENT OF TRANSPORTATION:

The Contractor shall permit authorized representatives of the State or Federal government to inspect and audit all data and records of the Contractor relating to its performance under a Contract until expiration of three (3) years after final payment under this Contract.

Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records. The Contractor agrees to provide sufficient access to FTA and the State of Michigan and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance. The Contractor agrees to permit FTA and the State of Michigan and its contractors access to the sites of performance under this contract as reasonably may be required.

16. ADDITIONAL REQUIREMENTS OF MICHIGAN DEPARTMENT OF TRANSPORTATION:

The Contractor agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The Contractor further covenants that it will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and will require similar covenants on the part of any subcontractor employed in the performance of this Contract.

17. EQUAL EMPLOYMENT OPPORTUNITY:

In connection with Project implementation, the Contractor may not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, disability, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that during employment, employees are treated without regard to their race, color, disability, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall insert this same clause in all subcontracts.

Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

18. DISADVANTAGED BUSINESS ENTERPRISES

A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*". The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 1.24%.

Each contract MTA signs with a Contractor, (and each subcontract the Prime Contractor signs with a subcontractor) shall include the following assurances:

B. The Contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of a contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of all DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may include, but is not limited to:

- Withholding monthly progress payments
- Assessing sanctions
- Liquidated damages; and/or
- Disqualifying the Contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b)
- Or such other remedy as MTA deems appropriate.

Each Contract the MTA signs with a Contractor (and each subcontract the Prime Contractor signs with a subcontractor) shall include a clause requiring the Prime Contractor to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment MTA makes to the Prime Contractor.

D. **PROMPT PAYMENT MECHANISM:** The Prime Contractor agrees to pay each subcontractor under this Prime Contract for satisfactory performance of its Contract no later than 30 days from the receipt of each payment the Prime Contractor receives from MTA. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the MTA. This applies to both DBE and non-DBE subcontracts.

E. **RETAINAGE:** The Prime Contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the MTA. This clause applies to both DBE and non-DBE subcontracts.

F. **MONITORING AND ENFORCEMENT:** The Prime Contractor shall maintain records and documents of payments to DBEs for three (3) years following the performance of the Contract. These records shall be available for inspection upon request by any authorized representative of the MTA or USDOT.

19. CIVIL RIGHTS AND EQUAL OPPORTUNITY:

MTA is an Equal Opportunity Employer. As such, the MTA agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the MTA agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. The Contractor shall comply and assure the compliance by subcontractors under this Contract with all requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d; Department of Transportation regulations, "*Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act*", 49 C.F.R. Part 21. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for

reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

20. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES:

The CONTRACTOR agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities.

The CONTRACTOR also agrees to comply with all applicable provisions of section 04 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the CONTRACTOR agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

- (1) U.S. DOT regulations, "*Transportation Services for Individuals with Disabilities (ADA)*", 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "*Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance*", 49 C.F.R. Part 27;
- (3) U.S. DOT regulations, "*Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles*", 49 C.F.R. Part 38;
- (4) Department of Justice (DOJ) regulations, "*Nondiscrimination on the Basis of Disability in State and Local Government Services*", 28 C.F.R. Part 35;
- (5) DOJ regulations, "*Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities*", 28 C.F.R. Part 36;
- (6) General Services Administration regulations, "*Accommodations for the Physically Handicapped*", 41 C.F.R. Subpart 101-19;
- (7) Equal Employment Opportunity Commission, "*Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act*", 29 C.F.R. Part 1630;
- (8) Federal Communications Commission regulations, "*Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled*", 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

21. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS:

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act 29 C.F.R. Part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis- Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

- (1) Except with respect to helpers as defined as 29 C.F.R. 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) With respect to helpers as defined in 29 C.F.R. 5.2(n)(4), such a classification prevails in the area in which the work is performed.

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

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

(ii)(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (A)(1)(ii), (B), or (C) of this section, shall be paid to all workers performing work in the classification under contract from the first day on which work is performed in the classification.

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

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

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

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

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

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

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

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

(v)(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(2) **Withholding** - The MTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal Contract with the same Prime Contractor or any other Federally-Assisted Contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the MTA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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

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

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

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. Part 3;

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

(3)(ii)(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

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

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

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(4)(ii) Trainees - Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (4)(iii) Equal Employment Opportunity - The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. Part 30.
- (5) Compliance with Copeland Act requirements - The Contractor shall comply with the requirements of 29 C.F.R. Part 3, which are incorporated by reference in this Contract.
- (6) Subcontracts - The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. 5.5.
- (7) Contract termination: Debarment - A breach of the Contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R. 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility - (i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).
- (10)(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).
- (10)(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

22. RIGHTS IN DATA:

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

B. The following restrictions apply to all subject data first produced in the performance of this Agreement:

1. Except for its own internal use, the MTA may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the MTA authorize others to do so, without the written consent of the Government, until such time as the Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to Agreements with academic institutions.

2. As authorized by 49 C.F.R. Part 18.34, the Government (FTA) reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

- (a) Any work developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and

- (b) Any rights of copyright to which a Recipient, sub-recipient, or a third party contractor purchases ownership with Federal assistance.

C. When FTA provides assistance to a Recipient for a Project involving planning, research, development, or a demonstration, it is FTA's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, the Recipient of FTA assistance to support planning, research, development, or a demonstration financed under Section 491), 6, 8, 9, 18, 18(h), or 20 of the Urban Mass Transportation Act of 1964, as amended, understands and agrees that, in addition to the rights set forth in Subsection 119.b.(2) of Part II of this Agreement, FTA may make available to any FTA recipient, sub-grantee, sub-recipient, third party contractor, or third party subcontractor, either FTA's license in the copyright to the "subject data" derived under this Agreement or a copy of the "subject data" first produced under this Agreement.

D. The Recipient shall indemnify, safe and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement.

- E. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

F. Subsections 119.b., 119.c., and 119.d. of Part II of this Agreement are not applicable to material furnished to the Recipient by the Government and incorporated in the work furnished under the Agreement; provided that such incorporated material is identified by the Recipient at the time of delivery of such work.

G. In the event that the Project, which is the subject of this Agreement, is not completed, for any reason whatsoever, all data developed under that Project shall become subject data as defined in Subsection 119.a. of Part II of this Agreement and shall be delivered as the Government may direct.

23. BUY AMERICA:

Each third party contract utilizing FTA assistance must comply with section 165 of the Surface Transportation Assistance Act of 1982, as amended by section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and FTA regulations at 49 C.F.R. Part 661 and any guidance issued by FTA.

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all 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 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

24. DEBARMENT AND SUSPENSION:

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

a) Debarred from participation in any federally assisted Award;

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

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

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

25. RESTRICTIONS ON LOBBYING:

No Federal appropriated funds shall be paid or will be paid, by or on behalf of the Contractor, subcontractor, sub-grantee or sub-recipient, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person 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 contractor, subcontractor sub-grantee or sub-recipient shall complete and submit to the MTA Standard Form-LLL, "*Disclosure Form to Report Lobbying*", in accordance with its instructions.

26. CARGO PREFERENCE -- USE OF UNITED STATES-FLAG VESSELS:

As required by 46 C.F.R. Part 381, the Contractor agrees --

- (1) To utilize privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- (2) To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the project.
- (3) To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

27. ENVIRONMENTAL, RESOURCE CONSERVATION, AND ENERGY REQUIREMENTS:

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247. The Contractor recognizes that many Federal and

State statutes imposing environmental, resource conservation, and energy requirements may apply to the Project. Some, but not all, of the major Federal laws that may affect the Project include: The National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. 9601 et seq. The Contractor also recognizes that the Environmental Protection Agency (EPA), the Federal Highway Administration (FHWA) and other agencies of the Federal Government have issued and are expected in the future to issue requirements in the form of regulations, guidelines, standards, orders, or other directives that may effect the Project. Accordingly, the Contractor agrees to adhere to, and impose on its sub-contractors, any such Federal requirements, as the Government may now or in the future promulgate.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with **section 6002 of the Solid Waste Disposal Act**, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.”

28. ENERGY CONSERVATION:

The Contractor and its subcontractors shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6321 et seq.

29. SAFE OPERATION OF MOTOR VEHICLES:

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or the MTA. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

30. SUBSTANCE ABUSE REQUIREMENTS:

Contractors who perform *safety-sensitive functions* must comply with FTA’s substance abuse management program under 49 C.F.R. part 655, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations.” Under 49 C.F.R. § 655.4, *Safety-sensitive function* means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:

1. Operating a revenue service vehicle, including when not in revenue service;
2. Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver’s License;
3. Controlling dispatch or movement of a revenue service vehicle;
4. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. § 5311 and contracts out such services;
5. Carrying a firearm for security purposes.

Additionally, Contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 C.F.R. part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs."

31. BOND REQUIREMENTS:

THE FOLLOWING BONDING REQUIREMENTS SHALL BE ENFORCED FOR CONSTRUCTION OR FACILITY IMPROVEMENT CONTRACTS AND SUBCONTRACTS EXCEEDING \$100,000.00:

Bid Bond Requirements

- (a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to MTA and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder. Bid guarantee shall be the equivalent to five (5) percent of the bid price.

- (b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by MTA to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of ninety (90) days subsequent to the opening of bids, without the written consent of MTA.

It is also understood and agreed that if the undersigned bidder 1) should withdraw any part or all of his bid within ninety (90) days after the bid opening without the written consent of MTA, 2) should refuse or be unable to enter into this Contract, as provided above, 3) refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or 4) refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of MTA's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefore.

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

Performance and Payment Bonding Requirements

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

- (a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent (100%) of the original Contract price, unless the MTA determines that a lesser amount would be adequate for the protection of the MTA.

2. The MTA may require additional performance bond protection when a Contract price is increased. The increase in protection shall generally equal 100 percent (100%) of the increase in Contract price. The MTA may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

- (b) Payment bonds

1. The penal amount of the labor and materials payment bonds shall equal to the full value of the contract must be furnished by the contractor to Recipient as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified

surety company acceptable to (Recipient) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

2. If the original Contract price is \$5 million (5,000,000.) or less, the MTA may require additional protection as required by subparagraph 1, if the Contract price is increased.

32. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

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

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

33. SEISMIC SAFETY:

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

34. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

35. FLY AMERICA:

Shipments of federally assisted property by air carrier will require provisions to ensure compliance with section 5 of the International Air Transportation Fair Competitive Prices Act of 1974, as amended, (“Fly America” Act), 49 U.S.C. Section 40118, and GSA regulations, “Use of United States Flag Air Carriers”, 41 C.F.R. Sections 301-10.131 through 301-10.143. The regulations require shipment by U.S. flag air carriers unless such air carriers are not reasonably available within the standards of GSA’s implementing regulations. If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

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

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

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

36. CONSTRUCTION SAFETY:

The Contractor shall ensure safety at construction sites so that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous as prohibited by the safety requirements of Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Contract Work Hours and Safety Standards for Awards Not Involving Construction

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

37. VIOLATION AND BREACH OF CONTRACT:

MTA shall have the following rights in the event that the AGENCY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

38. NO OBLIGATION BY THE FEDERAL GOVERNMENT:

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation of award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting to the underlying Contract.

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

39. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MTA requests which would cause MTA to be in violation of the FTA terms and conditions.

Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

40. METRIC SYSTEM REQUIREMENTS:

As required by U.S. DOT or FTA, the MTA agrees to use the metric system of measurement in its Project activities, as may be required by 15 U.S.C. §§ 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by U.S. DOT or FTA. To the extent practicable and feasible, the MTA agrees to accept products and services with dimensions expressed in the metric system of measurement.

41. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit

Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

42. VETERANS PREFERENCE

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

43. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

44. RECYCLED PRODUCTS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

45. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, Or systems that users covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

I. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

II. Telecommunications or video surveillance services provided by such entities or using such equipment.

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

b. In implementing the prohibition under Public Law 115232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment

and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c. See Public Law 115232, section 889 for additional information.

ATTACHMENT A
Notice of Intent

ATTACHMENT A - NOTICE OF INTENT

Please complete and return this form if your intention is to participate in the RFP# 2024-03. This form should be completed and returned by April 11th, 2024. This form is not mandatory in order for a Proposer to submit a proposal. Returning this form ensures that you will receive any additional information that may be released regarding this RFP should it be deemed necessary.

Jesse Lambert

Mass Transportation Authority

1401 S. Dort Highway

Flint, MI 48503

Please Scan and Email the Form to: jlambert@mtaflint.org

Date	
Company Name	
Company Address	
City, State, Zip-Code	
Phone Number	
Email Address	
Company Website	
Contact Name	
Contact Signature	
Contact Title	

ATTACHMENT B
Proposal Form

ATTACHMENT B - PROPOSAL FORM – RFP 2024-03

Failure to complete this form will result in your Proposal being deemed nonresponsive and rejected without further evaluation.

TO: MASS TRANSPORTATION AUTHORITY (MTA)

The Undersigned hereby offer and agrees to furnish the service in compliance with all terms, scope of work, conditions, specifications, and addenda in the RFP.

ADDENDA:

The Undersigned has read and understands the RFP with all exhibits thereto, together with any written addendum issued in connection with any of the above. The Undersigned hereby acknowledges receipt of the following addenda:

(Write "None" if none.)

In addition, the Undersigned has fully and accurately completed all required forms.

OBLIGATION:

The Undersigned, by submission of this Offer, hereby agrees to be obligated, if selected to provide the stated services to the MTA, for the term stated herein, and to enter into an Agreement with the MTA, in accordance with the Conditions, Scope, and Terms, together with any written addenda as specified above.

NONCOLLUSION:

The Undersigned, by submission of this Proposal Form, hereby declares that this Proposal is made without collusion with any other person or entity, or which otherwise make a Proposal.

SUBMITTAL REQUIREMENTS:

The Undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP.

I certify that I have the legal authorization to bind the firm hereunder:

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

ATTACHMENT C
Cost Proposal Form

ATTACHMENT C - COST PROPOSAL FORM

(This form must accompany your Proposal). Failure to complete this form shall result in your Bid or Proposal being deemed nonresponsive and rejected without any further evaluation.

Roof Removal and Demolition: \$ _____

Roof Installation and Materials: \$ _____

Total Cost: \$ _____

Unit Price - Gypsum Deck Replacement: \$ _____ sq. ft.

Unit Price - Replacement of Roof Steel Decking: \$ _____ sq. ft.

Unit Price - Damaged Roof Drains/Sumps: \$ _____ sq. ft.

OPTIONAL - Unit Price – Sky Lights: \$ _____/unit

OPITONAL – Unit Price - Roof Access Ladder: \$ _____

OPTIONAL – Canopy Ice Shielding \$ _____

Contractor’s Warranty Period: _____

Notes: _____

PROPOSER INFORMATION

Company: _____

Name: _____

Address: _____

Email Address: _____

Phone Number: _____

Printed Name of Authorized Representative: _____

Title: _____

Signature: _____

FEES FOR CHANGE IN WORK

The undersigned agrees that if awarded the contract for this work, it will, upon request by the Owner, perform additional work or omit specified work, or cause same to be performed or omitted by subcontractors, for the following percentage fees:

	Additions	Omissions
Work By Contractor's Own Forces	_____ %	_____ %
Work By Subcontractor's Forces	_____ %	_____ %

It is agreed that in this context a subcontractor shall be as specified in Article 5 of the General Conditions.

The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide construction services as described herein for the prices set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the services.

It is understood that all proposed prices shall remain in effect for at least ninety (90) days from the date of the proposal opening to allow for the award and that, if chosen the successful vendor, the prices will remain firm through the term of the contract.

The submission of a proposal hereunder shall be considered evidence that the proposer is satisfied with respect to the conditions to be encountered and the character, quantity and quality of the work to be performed.

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

Email Address

ATTACHMENT D
Certificate of Compliance
with FTA Clauses

ATTACHMENT D - Certificate of Compliance with FTA Clauses

The undersigned certifies that in all aspects of this procurement the vendor will abide by all the applicable third party contract clauses as specified in the Federal Transit Administrations' Third Party Contracting Guideline, Circular 4220.1F. The undersigned also acknowledges the receipt of a copy of these clauses from Mass Transportation Authority in the General Terms and Conditions.

The undersigned understands the noncompliance with these clauses with these clauses may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR part 31. In addition, the undersigned understands that FTA may suspend or debar a Contractor or Manufacturer under the procedures in 49 CFR, part 29.

By execution below by a duly authorized representative(s) of the Proposer, the Proposer hereby offers to furnish equipment and services as specified in its Proposal submitted to Mass Transportation Authority in response to Request for Proposal No. #2024-03 in its entirety.

I/We additionally certify that we are fully licensed, insured and have the proper equipment, systems and personnel to handle the project as specified in this procurement document.

Proposer: _____

Street address: _____

City, state, ZIP: _____

Name and title of Authorized Signer(s): _____

Name and title of Authorized Signer(s): _____

Phone: _____

Authorized signature

Date

Authorized signature

Date

ATTACHMENT E
Buy America Certification

ATTACHMENT E - Buy America Certification

This form is to be submitted with an offer exceeding the small purchase threshold for federal assistance programs, currently set at \$150,000.

Applicability to Contracts

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000). The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Buy America - The contractor agrees to comply with 49 U.S.C. 5323 (j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 60 percent domestic content.

The Proposer shall obtain and submit to the MTA, copies of all signed Buy America certifications, including Buy America certifications that may be required of its subcontractors if the dollar thresholds established by FTA are exceeded. These completed certifications if applicable, shall be included in the bid proposal submitted to the MTA. Bids or proposals that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

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

– Certificate of Compliance

The Proposer hereby certifies that it will comply with the requirements of 49 USC Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11:

Name and title:

Company:

Authorized signature

Date

Certificate of Non-Compliance

The Proposer hereby certifies that it cannot comply with the requirements of 49 USC Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR 661.7.

Name and title:

Company:

Authorized signature

Date

ATTACHMENT F
DEBARMENT AND SUSPENSION CERTIFICATE

ATTACHMENT G
Lobbying Certification

ATTACHMENT G - Lobbying Certification

This form is to be submitted with an offer exceeding \$100,000.

The Proposer certifies, to the best its 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 a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. 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 thereof.
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 instruction, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
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, USC § 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.

THE PROPOSER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Name of the bidder or Proposer's authorized official:

Title:

Signature

Date

Per paragraph 2 of the included form Lobbying Certification, add Standard Form-LLL, "Disclosure Form to Report Lobbying," if applicable.

**ATTACHMENT H
NON-COLLUSION AFFIDAVIT**

ATTACHMENT H - Non-Collusion Affidavit

This affidavit is to be filled out and executed by the Proposer; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the Proposer should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

State of _____, County of _____	
I, _____, being first duly sworn, do hereby state that (Name of Affiant)	
I am _____ of _____ (Capacity) (Name of Firm, Partnership or Corporation)	
whose business is _____	
and who resides at _____	
and that _____	
(Give names of all persons, firms, or corporations interested in the bid)	
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, to any competitors, or employee therein, or any employee of the Authority, is directly or indirectly interested therein. This proposal is genuine and not collusive or sham and that the Proposer has not in any manner, directly or indirectly, agreed or colluded with any other firm or association to submit a sham proposal or to refrain from proposing or in any way fix this proposal or that of any other proposer or to secure any advantage against the MTA.	
The Proposer certifies that this proposal is submitted without collusion, fraud or misrepresentation as to the other proposers, so that all proposals for this project will result from free, open and competitive proposing among all vendors.	
Signature of Affiant _____	Date _____
Sworn to before me this _____ day of _____, 20_____.	
Notary public _____	My commission expires _____
Seal	

ATTACHMENT J
BID PROTEST PROCEDURES

ATTACHMENT J - BID PROTEST PROCEDURES

Any protest by an interested party regarding this procurement shall be made in accordance with FTA regulation, pursuant to the procedures provided in FTA C4220.1F. Alleged violations of certain federal requirements provide a separate complaint procedure.

A. PROTEST POLICY AND PROCEDURES

It is the policy of MTA that it is responsible for resolving all Pre-Proposal, Pre-Award and Post-Award Procurement Protest disputes arising out of third party procurements using good administrative practices and sound business judgment. It is MTA's intention that its procurement process provides for fair and open competition in compliance with federal and state laws and MTA policies.

MTA has established these Pre-Proposal, Pre-Award and Post-Award Procurement Protest Policy and Procedures so that all procurement protests/disputes are filed, processed and resolved in a manner consistent with the requirements of the Federal Transit Administration (FTA) Circular (4220.1F) *Third Party Contracting Guidance*, dated November 1, 2008.

When a protest is filed before an award, the Mass Transportation Authority will not make the award until the protest is resolved. When a protest is filed before the opening of bids or proposals, the Mass Transportation Authority will not open the bids or proposals until the protest is resolved, unless the delay will cause undue harm. In the event that the Mass Transportation Authority decides to proceed with a bid, contract, or service before a protest is resolved, it shall document its reasons in writing.

This Protest Procedure is applicable to any Invitation for Bid (IFB) or Request for Proposal (RFP) issued by the Mass Transportation Authority.

B. APPLICABILITY

This regulation is applicable to all MTA employees. This regulation is applicable to any Interested Party as defined herein who has a protest/dispute against MTA in the Pre-Proposal, Pre-Award and Post-Award procurement phase.

C. DEFINITIONS

- 1) **"Common Grant Rules"** refers to the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, which apply to Federal grants and cooperative agreements with governmental recipients/subrecipients of Federal assistance including Indian tribal governments.
- 2) **"Interested Party"** means a party that is an actual or prospective Proposer whose direct economic interest would be affected by the award or failure to award the third party contract at issue. A subcontractor does not qualify as an "interested party".
- 3) **"Protest"** means a formal declaration of disapproval or objection issued by a concerned person, group, or organization that arises during the procurement process. A Protest is a potential Proposer's or Contractor's remedy for correcting a perceived wrong in the procurement process. See "Types of Protests" below.
- 4) **"Protester"** means a person, group, or organization that files a formal declaration of disapproval or objection. A protester must qualify as an "interested party".

- 5) **"Types of Protests"** there are three basic types of Protests pursuant to this regulation, based on the time in the procurement cycle when they occur:
- A pre-proposal or solicitation phase Protest is received not later than three (3) days prior to the proposal opening or proposal due date. Pre-proposal protests are those based on the content of the initial Notice and/or solicitation published by MTA requesting Proposals from vendors or other interested parties.
 - A pre-award Protest is a protest against making an award and is received after receipt of proposals but before award of a contract.
 - A post-award Protest is a protest received after award of a contract. A post-award Protest must be received within ten (10) business days of the making of the award. A post-award Protest generally alleges a violation of applicable federal or state law and/or MTA policy or procedures relative to the seeking, evaluating and/or awarding of the contract.

D. STANDARDS

All Protests must be filed in writing to:

Mass Transportation Authority
Edgar H. Benning, General Manager
1401 S. Dort Highway
Flint, Michigan 48503

1. A Protest must be in writing and set forth the specific grounds of the dispute and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The Protest shall include the name and contact information of the Protester, solicitation/contract number or description, and what remedy the Protester is seeking.
The Protester is responsible for adhering to this regulation. A Protester must exhaust all of protest administrative remedies before pursuing a protest with the FTA.
2. Mass Transportation Authority, Edgar H. Benning, General Manager or Designee shall make a determination on the Protest within ten (10) working days from receipt of the Protest. The response of the General Manager or Designee shall be in writing and shall include a response to each substantive issue raised in the Protest.
3. If the General Manager or Designee's response does not provide a resolution of the protest, the Protestor may request that the protest be considered by the members of the Mass Transportation Authority at their next regular meeting. The Authority's decision shall constitute MTA's final administrative determination.
4. The Protester may withdraw its Protest or Appeal at any time before a final decision is issued.

5. Reviews of Protests by FTA are limited to 1) failure to have or follow its protest procedures, or its failure to review a complaint or Protest; or 2) violations of Federal law or regulation.
6. A Protest Appeal to the FTA must be filed in accordance with the provisions of FTA Circular 4220.1F. Any appeal to the FTA shall be made not later than five (5) working days after a final decision by the members of the Mass Transportation Authority is rendered. Protest appeals should be filed with:

Federal Transit Administration

Regional Administrator Region V
200 W. Adams Street
Suite 320
Chicago, Illinois 60606

E. MTA RESPONSIBILITIES TO FTA

MTA will notify FTA when they receive a third party contract protest to which the FTA Circular (4420.1F) *Third Party Contracting Guidance* applies, and will keep FTA informed about the status of the Protest including any appeals.

MTA will provide the following information to FTA:

1) **Subjects: A list of Protests involving third party contracts and potential third party contracts that:**

- ✓ Have a value exceeding \$100,000, or
- ✓ Involve controversial matter, irrespective of amount, or
- ✓ Involve a highly publicized matter, irrespective of amount.

2) **Details: The following information about each Protest:**

- ✓ A brief description of the Protest,
- ✓ The basis of disagreement, and
- ✓ If open, how far the Protest has proceeded, or
- ✓ If resolved, the agreement or decision reached, and
- ✓ Whether an appeal has been taken or is likely to be taken.

3) **When and Where: MTA will provide this information:**

- ✓ In its next quarterly Milestone Progress Report, and
- ✓ At its next Project Management Oversight review, if any.

F. Officials to Notify

When MTA denies a proposal Protest, and an appeal is likely to occur, MTA will inform the FTA Regional Administrator for Region V or the FTA Associate Administrator for the program office administering a headquarters project directly about the likely appeal.

- 1) MTA will disclose information about any third party procurement Protest to FTA upon request. FTA reserves the right to require MTA to provide copies of a particular Protest or all Protests, and any or all related supporting documents, as FTA may deem necessary.
- 2) Failure to comply with the above protest procedures will render a protest untimely and/or inadequate and shall result in its rejection.

- 3) **MTA reserves the right to modify its protest procedures for the procurement of commodities such as diesel fuel, as award notification must be on the date of the proposal opening or within a relatively short period of time thereafter as pricing is tied to market pricing and subject fluctuations of the market.

**ATTACHMENT K
SUBMISSION CHECKLIST**

ATTACHMENT K - RFP#2024-03 SUBMITTAL CHECKLIST

Deadline: April 24th, 2024 at 3:00 PM (A proposal will be automatically rejected if it is received after the stated deadline.)

All forms/Certifications below MUST be completed and included when you submit your Proposal Package:

- One (1) Original and one (1) copy with one (1) Electronic Copy of the Proposal Package
- Signed and completed Proposal Form
- Signed and completed Cost Proposal Form/Schedule of Values
- Contractor's Qualification Statement
- Construction Schedule
- Prior Experience/References
- Project Personnel
- Bid Bond
- Proof of Insurance
- Certification of Compliance with FTA Clauses
- Buy America Certificate
- Certification Regarding Lobbying
- Debarment and Suspension Certification
- Non-Collusion Affidavit
- Safety Program
- OSHA Violations
- Exceptions
- Submittal Checklist

See Sections 3 and 4 for more detailed information on proposal submission and format.

SUBMITTED PROPOSAL CONTAINS ALL COMPLETED FORMS/CERTIFICATIONS AS LISTED ABOVE

Authorized Signature _____

Date _____

ATTACHMENT L
PREVAILING WAGE DETERMINATION

ATTACHMENT L - PREVAILING WAGE DETERMINATIONS - 2024

"General Decision Number: MI20240083 01/19/2024

Superseded General Decision Number: MI20230083

State: Michigan

Construction Type: Building

County: Genesee County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at

|after January 30, 2022: | least \$17.20 per hour (or
| | the applicable wage rate
| | listed on this wage
| | determination, if it is
| | higher) for all hours
| | spent performing on the
| | contract in 2024.

|
|If the contract was awarded on |. Executive Order 13658
|or between January 1, 2015 and | generally applies to the
|January 29, 2022, and the | contract.
|contract is not renewed or |. The contractor must pay
all | covered workers at least
|extended on or after January | \$12.90 per hour (or the
|30, 2022: | applicable wage rate
| listed | on this wage
| determination, | if it is higher) for all
| | hours spent performing on
| | that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024

ASBE0047-002 07/01/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 36.62	19.78

BOIL0169-001 06/01/2023

	Rates	Fringes
BOILERMAKER.....	\$ 39.95	35.38

BRMI0009-014 08/01/2022

	Rates	Fringes
BRICKLAYER.....	\$ 35.43	23.83
TILE FINISHER.....	\$ 29.93	18.02
TILE SETTER.....	\$ 29.93	18.02

FOOTNOTE:

Paid Holiday: Fourth of July, if the worker was employed by the contractor in any period of seven working days before said holiday within the current calendar year.

 CARP0706-001 06/01/2023

	Rates	Fringes
CARPENTER, Includes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 32.09	22.68

 ELEC0948-001 06/01/2023

	Rates	Fringes
ELECTRICIAN Excludes Low Voltage Wiring..	\$ 41.66	23.51
Low Voltage Wiring.....	\$ 32.49	31.95%+9.25

 ENGI0324-011 06/01/2023

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 45.48	25.25
GROUP 2.....	\$ 42.18	25.25
GROUP 3.....	\$ 39.53	25.25
GROUP 4.....	\$ 37.82	25.25
GROUP 5.....	\$ 37.82	25.25
GROUP 6.....	\$ 31.96	25.25

GROUP 7.....\$ 29.48 25.25

FOOTNOTES:

Crane operator with main boom and jib 300' or longer:
\$1.50
per hour above the group 1 rate. Crane operator with main
boom and jib 400' or longer: \$3.00 per hour above the
group
1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of
July,
Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400',
300', or
220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or
longer, tower crane, gantry crane, whirley derrick

GROUP 3: Backhoe/Excavator/Trackhoe; Bulldozer; Concrete
Pump; Crane; Grader/Blade; Highlift; Hoist; Loader;
Roller;
Scraper; Stiff Leg Derrick; Tractor; Trencher

GROUP 4: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck
(over
20' lift)

GROUP 5: Boom Truck (non-swinging)

GROUP 6: Fork Truck (20' lift and under for masonry work)

GROUP 7: Oiler

IRON0025-019 06/01/2022

	Rates	Fringes
IRONWORKER		
REINFORCING.....	\$ 31.43	34.77
STRUCTURAL.....	\$ 34.85	40.42

LABO0334-005 06/01/2023

	Rates	Fringes
LABORER: Landscape & Irrigation		
GROUP 1.....	\$ 25.97	8.60
GROUP 2.....	\$ 23.75	8.60

CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer, skidsteer (or equivalent)

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

LABO1075-002 06/01/2023

	Rates	Fringes
LABORER		
Common or General; Grade Checker; Mason Tender - Brick/Cement/Concrete, Pipelayer; Sandblaster.....	\$ 28.21	14.95

PAIN1052-001 05/01/2023

	Rates	Fringes
PAINTER		
Brush & Roler.....	\$ 29.44	14.15
Spray.....	\$ 29.22	14.15

PAIN1052-004 06/01/2023

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Drywall sanding.....	\$ 30.34	16.73
Hand work.....	\$ 27.15	15.00
Machine work.....	\$ 27.15	15.00

PLAS0016-005 04/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.58	12.88

PLUM0370-002 06/01/2023

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation; Excludes HVAC System Installation).....	\$ 43.46	22.60
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 42.21	22.35

ROOF0149-005 06/01/2020

	Rates	Fringes
ROOFER.....	\$ 29.58	23.25

* SFMI0669-001 01/01/2024

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 40.48	25.80

SHEE0007-008 05/01/2023

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....	\$ 35.19	23.57

* SUMI2011-008 02/01/2011

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 18.48	7.93
TRUCK DRIVER: Tractor Haul Truck.....	\$ 13.57 **	1.18

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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** Workers in this classification may be entitled to a
higher

minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this

classification, which in this example would be Plumbers.
0198
indicates the local union number or district council number
where applicable, i.e., Plumbers Local 0198. The next
number,
005 in the example, is an internal number used in
processing
the wage determination. 07/01/2014 is the effective date of
the
most current negotiated rate, which in this example is July
1,
2014.

Union prevailing wage rates are updated to reflect all rate
changes in the collective bargaining agreement (CBA)
governing
this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate
that
no one rate prevailed for this classification in the survey
and
the published rate is derived by computing a weighted
average
rate based on all the rates reported in the survey for that
classification. As this weighted average rate includes all
rates reported in the survey, it may include both union and
non-union rates. Example: SULA2012-007 5/13/2014. SU
indicates
the rates are survey rates based on a weighted average
calculation of rates and are not majority rates. LA
indicates
the State of Louisiana. 2012 is the year of survey on which
these classifications and rates are based. The next number,
007
in the example, is an internal number used in producing the
wage determination. 5/13/2014 indicates the survey
completion

date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

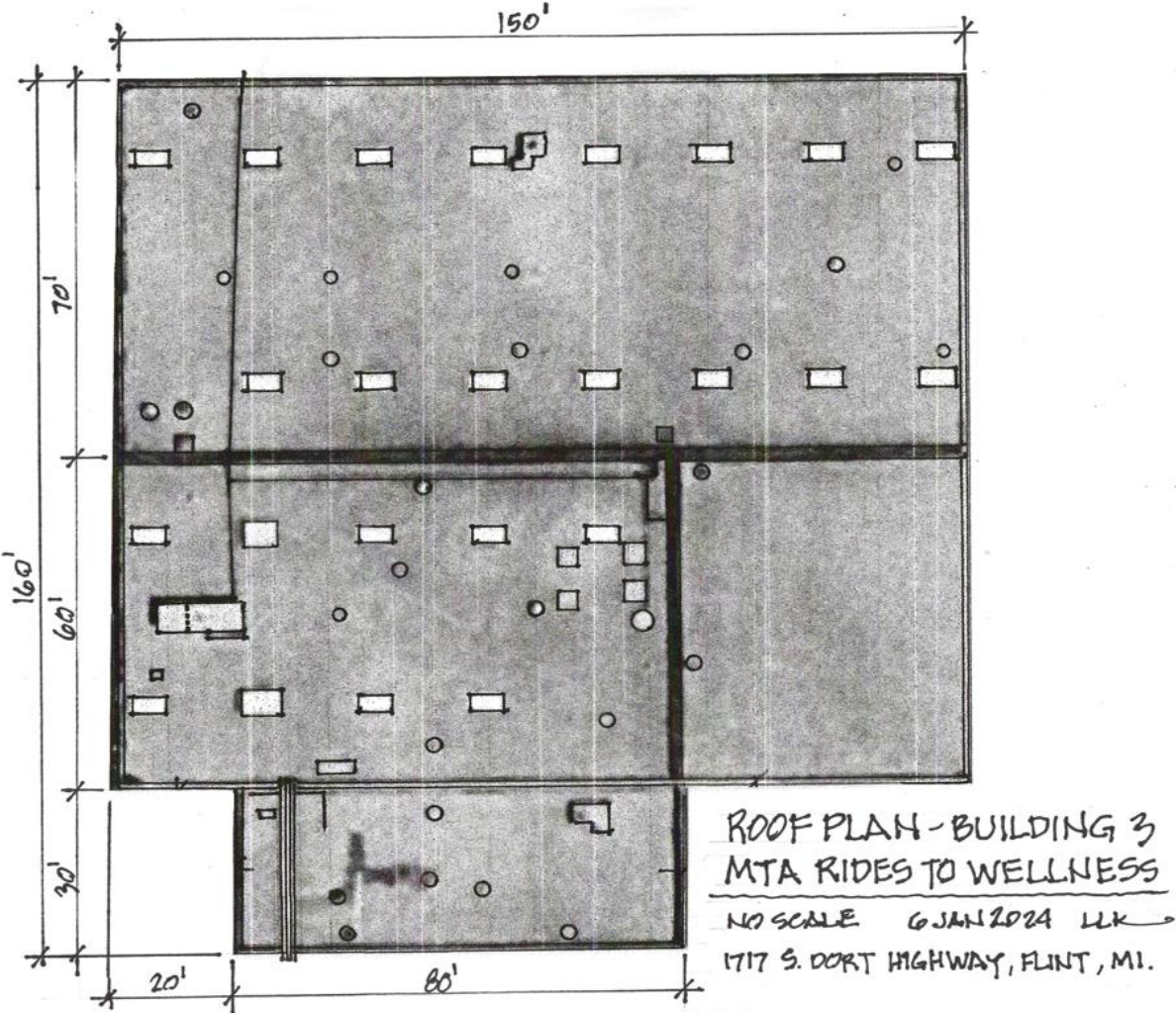
4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

ATTACHMENT M
BUILDING #3 - ROOF DRAWING

ATTACHMENT M - BUILDING #3 - ROOF DRAWING



ATTACHMENT N
RTW CAMPUS – SKETCH - CANOPIES

ATTACHMENT N – PARKING CANOPIES (in yellow)

