

REQUEST FOR PROPOSAL

FOR

M-1 RAIL REAL TIME ARRIVAL ACCURACY DISPLAY

Issued by:

M-1 RAIL

Date: June 27, 2018

**Proposals must be submitted
No later than 4:00 PM EST
July 12, 2018**

LATE PROPOSALS WILL BE REJECTED

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Definitions

“CFR” means the Code of Federal Regulations.

“Change Order” means a written document signed by the M-1 RAIL and the Contractor which alters the scope of the Work to be performed by the Contractor, changes the schedule for performance of the Work, increases or decreases the Contractor’s compensation, or makes any other change to the Contract.

“City” means the City of Detroit, Michigan.

“Contract” means the written agreement between the parties inclusive of any Exhibits, Attachments and any Change Orders issued pursuant thereto.

“Contractor” means the party with whom M-1 RAIL enters into a Contract for the services that are the subject of this RFP.

“FTA” means the Federal Transit Administration, an agency of the United States Department of Transportation.

“Key Personnel” means the personnel referred to in Section 6.1.

“M-1 RAIL” or “Owner” means M-1 RAIL, a Michigan nonprofit corporation, or its successors or assignees.

“M-1 RAIL Project Manager” means the M-1 RAIL representative responsible for the day-to-day management of the Contract, being Paul Childs until another person is designated by M-1 RAIL to serve as the M-1 RAIL Project Manager.

“MDOT” means the Michigan Department of Transportation, a department of the State of Michigan.

“O&M Contract” means the Operations and Maintenance Contract for the Streetcar System dated effective as of December 9, 2015, as amended, between M-1 RAIL and Transdev.

“OSHA” means the United States Occupational Safety and Health Administration.

“Party” or “Parties” means M-1 RAIL and/or Contractor.

“Project” means the design and construction of the physical components of the M-1 RAIL Streetcar System in Detroit, Michigan, including the Tech Center.

“Project Manager” has the meaning ascribed to it in Section 6.1 below.

“Proposer” means any party submitting a proposal pursuant to this RFP.

“Revenue Service” means the operation of the Streetcar System for regular passenger service.

“RFP” means this Request for Proposals, including any Addenda issued with respect to and any clarifications made to this Request for Proposals.

“State of Good Repair” means the relevant components of the Streetcar System that are installed pursuant to any Proposal are: (A) properly maintained or replaced in accordance with 1) approved operating and maintenance procedures and schedules, including all requirements set forth in the System’s Transportation Asset Management Plan, 2) original equipment manufacturer recommended criteria, 3) industry standards, and 4) any applicable regulations or standards of the FTA; and (B) satisfactorily perform their intended design function as part of the Streetcar System.

“Streetcar” means the streetcar vehicles acquired by M-1 RAIL or M-2 RAIL for use in the Streetcar System. The initial six (6) Streetcars are Modern Liberty Streetcars designed and manufactured by Brookville Equipment Corporation.

“Streetcar System” or “System” means all elements and property that are necessary or appropriate for Revenue Service, including, but not limited to, rail track, engineered base, traction power substations, the technical center, power distribution systems, the overhead catenary system, drainage facilities, switches, utility conduit, crossing treatments, streetcar traffic signal equipment, and Stations.

“Subcontract” means a contract between Contractor and a Subcontractor, and a contract at any tier below the level of a Subcontractor, that pertains to the labor, material, equipment and/or other items under this Contract.

“Subcontractor” means any person, firm, partnership, corporation, or other entity, other than employees of the Contractor, which contracts with Contractor to furnish labor, material, equipment and/or items under this Contract.

“Transdev” means Transdev Services, Inc., the Operations and Maintenance Contractor for the Streetcar System.

“U.S.C.” means the United States Code.

1.

Overview

This Request for Proposals (RFP) is being issued for a real time vehicle arrival accuracy display that will supplement the Next Bus software and displays currently being used by the Streetcar System. The real-time arrival times currently displayed at QLINE stations are based on a platform not accounting for dynamic traffic and Streetcar conditions along the route. The result is that the application customer facing time projections are misleading, leading people to dismiss QLINE as unpredictable in terms of arrival/departure times. M-1 RAIL seeks a solution that provides riders of the Streetcars additional information to inform their transit decision and more accurate information relating to the arrival and departure times of the Streetcars. This is a “**Best Value**” selection process.

M-1 RAIL is a Michigan nonprofit corporation that operates the Streetcar System in the public right-of-way within the City of Detroit, Michigan. M-1 RAIL has been approved as a 501(c)(3) organization by the U.S. Internal Revenue Service.

The Streetcar System travels approximately 3.3 miles on Woodward Avenue from Larned Street in Downtown Detroit to Grand Boulevard in the New Center area of Detroit. There are twelve stops along the route in each direction (with eight of the stops having a station on each side of Woodward Avenue, for a total of twenty stations), with passenger information provided at all stations.

The M-1 RAIL Streetcar system will operate in the public right-of-way along Woodward Avenue. The Project includes the Penske Technical Center (sometimes referred to as the “Vehicle Storage and Maintenance Facility” or “VSMF”), located at the north end of the line between Custer Street and E. Bethune Street. The Tech Center will provide streetcar vehicle storage and accommodate administrative, operations and maintenance functions.

The Streetcar System has an initial fleet of six vehicles, with service planned to be provided every 7.5 - 12 minutes, depending on travel times and operating plans. Streetcars will stop at any of the 12 stops on the line on demand as well as in instances in which the vehicle onboard energy storage system requires charging. Streetcar service operates seven days a week.

Each of the twenty stations has a monitor that provides information about arrival times of Streetcars - both scheduled and anticipated, in addition to other customer facing information. The current system is based on Next Bus, and (as noted above) has proven to be challenging in terms displaying realistic arrival times in light of “real life” conditions along the rail line for customer facing decision taking.

TECHNICAL AND FUNCTIONAL REQUIREMENTS

M-1 RAIL requires a system that changes the way the real-time arrival application receives, processes and displays information to riders. The system should reflect the following:

- A customer-facing solution that provides credible decision taking Streetcar arrival times at QLINE stations.
- Utilize existing streetcar GPS system or propose new solution that can track Streetcar station arrivals and adjust to dynamic conditions without depending on a static schedule.
- Display an overlay of traffic conditions through Google Maps or similar platform that shows traffic along the alignment. This display should allow for a color-coding system to indicate the level of traffic congestion.

- Offers CMS capabilities showing location-based content such as amenities and attractions at each stop location within a ¼ mile envelop.
- Each station stop will have its own dedicated page accessible by a unique URL.
- Station stop displays should show the full alignment and location of all Streetcars.
- Display a graphic or descriptive indication of the direction in which the Streetcars are moving.
- Provide a zoomed in snapshot of nearby stations and streetcar locations.
- Indicate the level of traffic congestion through a color-coding system.
- Show location-based content with associated images and graphics including restaurants, parking, attractions and other entertainment venues.
- Refresh no less frequently than once every minute.

DESIGN

The new system must be accessible and user-friendly.

- The real-time vehicle technology must be responsive, and work seamlessly on mobile, tablet and desktop devices as well as on the screens at every station
- The platform must integrate the real-time arrival solution seamlessly with the QLINE Mobile App through a deep-link or comparable technology solution.
- Design elements also must include social media integration images.

The planned schedule for this RFP is as follows:

Issuance of RFP	June 27, 2018
Mandatory Pre Bid meeting (In Person Meeting at The Penske Technical Center at 7520 Woodward Avenue, Detroit, Michigan)	11:00 a.m, July 6, 2018
Technical and Financial Proposals Due	4:00 pm, EST, July 12, 2018
Selection of Successful Proposer	July 16, 2018
Commencement of Contract Negotiations	July 18, 2018
Completion of Negotiations/Award	July 23, 2018
System Installed and Accepted	No later than September 10, 2018

Attendance/participation in the Pre-Bid Conference is mandatory. In person participation is greatly preferred. However, if there are constraints on a Proposer's ability to attend the Pre-Bid Conference in person, a Proposer may request information for participation via Web-Ex by submitting such request by **July 3, 2018** in accordance with Section 5.2 below, and the applicable information will be posted in response.

1. M-1 RAIL System Operations Contract; Term

M-1 RAIL has entered into the O&M Contract with Transdev as the Operations and Maintenance Contractor to manage and provide for the overall operations and maintenance of the

Streetcar System. However, the successful Proposer shall work solely with M-1 RAIL to complete the Scope of Services within this RFP.

The term of the Contract will begin on the execution date of the Contract and end when the Scope of Services has been completed. Additional services after such acceptance would include consultation on problems, providing upgrades and performing warranty work.

2.0 Federal and State Requirements

Capital elements of the Streetcar Project are being funded through mostly private sources although there are some federal funding sources (administered primarily by the FTA). The successful Proposer/Contractor will be obligated to ensure compliance with applicable Federal and State rules, including those referred to in the Contract Terms and Conditions set forth in attached **Exhibit D**. The Contractor shall comply with FTA and other federal requirements and supply data for various FTA reports, reviews, audits, Triennial Reviews, etc.

2.1 Contract Audits

M-1 RAIL shall have unrestricted access to all inspection and maintenance records during planned or unplanned requests for records. M-1 RAIL shall be entitled, at all times, to conduct inspections of any assets in order to determine compliance with all applicable agreements and other requirements.

M-1 RAIL and Transdev may periodically utilize an independent auditor to provide expert review of the Contractor's inspection and maintenance practices and to audit the condition of the M-1 RAIL assets. M-1 RAIL and Transdev may require follow-up meetings and resolution actions.

These audits may involve inspection of maintenance documentation and the Contractor's procedures.

Any deficiencies in the real time vehicle arrival display system identified by the audits shall be corrected by the Contractor. Within five (5) days of notification of such deficiencies, the Contractor shall present a written repair schedule/timeline to M-1 RAIL for approval. Failure to submit such a schedule or to not complete the repairs according to an approved schedule will permit M-1 RAIL to procure a third party to complete such work at the Contractor's expense. Any deficiencies that render all or part of the Streetcar System out of service shall be repaired immediately.

2.2 Federal, State, Local and Financing Requirements and Reviews

Notwithstanding anything herein to the contrary, M-1 RAIL reserves the right to provide such oversight, monitoring, control and review of the project and the performance of the Contractor as it deems to be necessary or appropriate to fulfill its responsibilities to FTA, MDOT, the City or other governmental authorities under federal, state or local laws, or under any grant agreements (including the TIGER grant agreements) or other contractual, reporting or applicable obligations or responsibilities.

FTA can be expected to review the Streetcar System periodically and conduct, at a minimum, reviews of compliance every three years (e.g. Triennial Reviews and Title VI Updates). The reviews may involve examination of the Contractor's maintenance documents, operating data, and physical inspections of Streetcar System assets. The Contractor shall fully cooperate in

such reviews and provide requested data to M-1 RAIL for forwarding to the FTA and/or FTA representatives and assist M-1 RAIL in addressing and responding to all identified issues.

The Contractor also shall maintain records and documents, etc., and assist in providing such information as may be required under applicable grant agreements.

3.0 Submission Requirements and Procedures

This RFP is issued by M-1 RAIL. Paul Childs, the Chief Operating Officer of M-1 RAIL, shall be the sole point of contact during the proposal process, although Mr. Childs may direct Proposers to other persons on specific issues. However, initial contact shall be solely with Mr. Childs.

M-1 RAIL will conduct a mandatory in-Pre-Bid Conference that will occur at 11:00 am on Friday, July 6, 2018 at the Penske Technical Center located at 7520 Woodward Avenue, Detroit, Michigan 48202. All Proposers must attend or participate in this meeting to remain eligible to submit a Proposal. As noted above, there is a preference that Proposers appear in person, but participation via Web-Ex may be possible under the circumstances referred to in Section 1.0 above.

Proposals are to be submitted no later than the date and time identified on the cover of this RFP. All Proposals will be reviewed by a selection committee established by M-1 RAIL. The committee will select the successful Proposer and an offer to enter into negotiations will be extended by M-1 RAIL. Selection of a Proposer for negotiations is not a Contract award; there is no award, nor will the Contractor be given a Notice to Proceed, until the Contract is executed. In addition to the other rights set forth in Section 5.0 below, M-1 RAIL reserves the right to negotiate with more than one Proposer and to request Best and Final Offers for determination of the Proposer with whom it will negotiate and/or for Contract award.

Proposals may be withdrawn prior to the date and time identified on the cover of this RFP. However, any Proposals not withdrawn by such date may not be revoked for a period of sixty (60) days after such date. A Proposal will remain open for such period even if another Proposer is selected by M-1 RAIL as the party with whom it shall negotiate a contract.

Submit five (5) bound copies and one (1) electronic copy of the proposal to:

Paul Childs, Chief Operations Officer
M-1 RAIL
7520 Woodward Avenue
Detroit, MI 48202
[Paul Childs paul.childs240@gmail.com](mailto:paul.childs240@gmail.com)

The Proposal shall contain all items listed below, in order and separated by tabs:

Volume A - Technical Proposal

The Technical Proposal shall provide detailed information as to the nature of the equipment, products and services that the Proposal offers in response to this RFP, as well as the timeline for providing such equipment, products and services. **The time for installation, acceptance and implementation of the real time vehicle arrival accuracy display must not be later than September 10, 2018**, but Proposers are free to suggest an earlier completion date, either as an alternative or as part of its base Proposal.

Proposers should include a cover letter stating the commitment of Key Personnel identified in the Proposal to meet the needs of the Project; identify a summary of the key points regarding the team's qualifications to provide the services described in this RFP; provide a statement that the proposed team does not present a conflict of interest to the M-1 RAIL on this project; identify the individual who will be M-1 RAIL's point of contact for any future correspondence; and certify the availability of the Key Personnel.

Proposers must present their quality assurance and control plan for both the design/development phase and the "bug fix"/maintenance phase. Proposers also must include the date of their most recent product release and any code reviews that were performed.

Proposers also must provide a clear description of the technical architecture and the most recent product release versions employed.

Proposers shall present a detailed schedule and work plan, including key milestone dates for key tasks and payments. Each Proposal should include a schedule that shows all phases of implementation and testing, including M-1 RAIL's acceptance testing and stress testing.

Volume B - Contractual Supplement

- B.1 Certificate of insurance coverage** (see [Exhibit C](#)).
- B.2 Anti-Slavery Affidavit** - Disclosure of participation in or profits derived from slavery using the attached form in [Exhibit A](#). Complete the form and return it as an Appendix to your Proposal.
- B.3 Litigation History** - Provide a disclosure statement identifying any contract or civil rights claims against your company which are currently pending, or which have been asserted against your company within the last 5 years. (One-page limit)
- B.4 Financial Information** - Proposers should include the following items: (Please note M-1 RAIL reserves the right to require a party to provide additional financial information to ensure that the financial capacity of the party is acceptable to M-1 RAIL).
 - a. Provide a disclosure statement identifying the state of your company's financial standing, whether your company has been given a credit rating (and if so, by what rating agency and what that rating is), and whether your firm is publicly traded or privately owned. If publicly traded, provide a listing of the stock markets or exchanges on which your company is listed.
 - b. Audited financial statements for the company's three most recent fiscal years, including a balance sheet, income statement and a statement of cash flows.
 - c. Unaudited financial statements including a balance sheet, income statement and a statement of cash flows for the most recent quarter/month available at the date of submission.
 - d. Projected income statement for the current fiscal year.

- e. Discussion on turnover in company management positions over the past 12 months.
- f. Discussion on any major changes to the company’s ownership structure in the past 5 years.
- g. Disclosure regarding plans or intentions to merge with or acquire another company.
- h. If applicable, current credit rating and credit actions over the past 24 months (i.e. downgrades, other updates to rating assessments.)
- i. Disclose any FTA or safety oversight authority findings in the past five years with current/prior customers .

Proposers who are concerned about the confidentiality of any financial information submitted that is not publicly available may submit their financial information in a separate sealed envelope marked “CONFIDENTIAL.” Such information shall be reviewed only by the Chief Financial Officer of M-1 RAIL and, if she deems it necessary, by M-1 RAIL’s outside audit firm (Deloitte) and other consultants, directors or officers of M-1 RAIL who have a need to know or evaluate the financial information. They will agree to maintain the confidentiality of the financial information and use it only for the purposes of evaluating the capabilities of the applicable Proposer to perform the Contract and to be sufficiently qualified, from a financial standpoint, to serve as the Contractor; provided, M-1 RAIL may release such information as required by law, or if subpoenaed by a court of competent jurisdiction, or as may be required by applicable governmental authorities.

Volume C - Cost (Fee) Proposal

A Cost (Fee) Proposal is to be submitted with the Technical Proposal. The Cost Proposal must provide hourly rates for Key Personnel as well as other personnel, but must have a guaranteed maximum price (i.e., a not-to-exceed set price) that cannot be exceeded for the products and services referenced in the Proposal. The not-to-exceed price can be increased only by a written Change Order authorized in advance by the M-1 RAIL Project Manager for products or services that are outside of the scope of the products and services that are included in the Proposal.

The Cost Proposal shall separate any specific license fees, and to whom they are payable. The Cost Proposal shall include a quote for maintenance costs for a period of three (3) years after the expiration of the warranty period.

4.0 Evaluation Criteria

This is a **Best Value** selection process. The criteria listed below will be used to evaluate submittals and select a Contractor:

- | | |
|---|------------|
| ▪ Experience and Qualifications | 50% |
| ▪ Fee Structure (Hourly Rates as well as Not-to-Exceed Price) | 25% |
| ▪ Breath of Services Offered | 15% |
| ▪ DBE Participation | <u>10%</u> |
| | 100% |

Submittals will be evaluated by M-1 RAIL and ranked by score. Of the 25% allocated to the Fee Structure, 5% will be allocated to Hourly Rates and 20% will be allocated to the Not-to-Exceed Price. M-1 RAIL reserves the right to make the final selection in a manner that best serves its interests, including without limitation deviating from the relative weighting set forth above consistent with federal restrictions applicable to a **Best Value** selection. In any event, M-1 RAIL must determine that the financial condition of the successful Proposer is acceptable to M-1 RAIL.

4.1 Basis for Contract Award

The selected Proposer will enter into negotiations with M-1 RAIL. Selection will be made to the responsive and responsible Proposer whose offer conforming to the solicitation is judged by an integrated assessment of the evaluation criteria to be the most advantageous to M-1 RAIL, price/cost and other factors considered. For this procurement, all technical evaluation criteria will be considered along with cost in making the final scoring determination.

M-1 RAIL may select other than the lowest cost/priced, technically acceptable offer if it is determined that the additional technical merit offered is worth the additional cost in relation to other Proposals received.

Proposers are further cautioned that a selection may not necessarily be made to the Proposer with the highest technical ranking if doing so would not represent the best value to M-1 RAIL. For evaluation purposes, if proposals become more technically equivalent, then cost/price becomes more important and may be the determining factor for selection.

Contractor selection will be based on the following approach:

Step 1: Proposal Submittals and Evaluation

All qualified and interested parties with experience in services similar in nature and scope as that described in this RFP are to submit their proposals. Each written proposal will be reviewed and ranked based upon the criteria described in this RFP.

Source Code and Technical Review

During Step 1 or thereafter, the evaluation committee may require that one or more of its members, or a consultant, be given the opportunity to review the source code and technical architecture of each Proposer's software and related systems. Such review need not involve the Proposer providing the source code separately to the reviewing personnel and may be accomplished by permitting a supervised review in place.

Step 2: Proposer Interviews

Based upon the review of written responses, M-1 RAIL may request interviews for purposes of clarifying proposals.

Step 3: Contract Award Recommendation.

M-1 RAIL will complete its evaluation and recommend for negotiation the responsible Proposer judged to provide the best value to M-1 RAIL considering cost/price and the technical evaluation criteria. Negotiations may be entered into and Best and Final Offers may be requested for determination of who is selected for

negotiation and/or Contract award. As explained in the General Conditions Section of this RFP, the award of the Contract shall be deemed to have been made only upon execution of the Contract. Selection of a Proposer for negotiation shall not be deemed to be an award pursuant to this RFP.

4.2 Technical Experience and Qualifications Evaluation Criteria

Each submittal should enable the evaluation committee to make a thorough evaluation as to whether or not the Proposer will meet M-1 RAIL's requirements. Each Proposal must clearly and fully demonstrate that the Proposer has a thorough knowledge and understanding of M-1 RAIL's operational requirements relative to the real time vehicle arrival accuracy display, and has valid and practical solutions for technical and operational requirements.

Technical experience and qualifications submissions will first be reviewed for responsiveness. To be responsive, submissions must contain all required forms, meet the RFP requirements, and provide the requested information. Failure to submit the required forms, to meet the RFP requirements, or provide the requested information may cause the Proposal to be deemed non-responsive.

Technical submissions will be evaluated on the basis of the following:

Experience and Qualifications of Firm/Experience and Qualifications of Key Personnel

The firm's experience with similar projects and activities comparable to the real time vehicle arrival accuracy display for the M-1 RAIL Streetcar System are to be described, and the relevance of such experience to the M-1 RAIL Streetcar System will be considered. The Contractor's experience in meeting schedules, performance requirements and other contract requirements on similar projects will be described and evaluated. References are to be supplied.

Each of the Contractors' Key Personnel should be identified and fully described. The roles, responsibilities and reporting assignments for all Key Personnel should be described, as well as their past experience working on similar projects and any support from offices or personnel not located in Detroit or the main office of the Contractor.

The Contractor's organization and plan for managing the overall Contract shall be described. This will include the levels and timing of assigning of personnel proposed for the Contract, the reporting relationships of the team members (including any Subcontractors), and experience in working together to provide similar services, and the appropriateness of the organizational structure for the M-1 RAIL Streetcar Project.

Past Performance on Similar Contracts, Financial Stability and Team Qualifications

Proposers should describe their performance experience on similar projects and provide client contact information. Information is to be supplied on meeting contract requirements and achieving performance targets. References are to be supplied. As noted above, Proposers should provide information on their financial capacity and stability.

Fee Structures

The Proposals will be evaluated for, among other factors, the total projected costs of the Contract based upon the services provided, including without limitation the not-to-exceed maximum price.

Breadth of Services Offered

The breadth of the services in a Proposal, and conversely the less work on the display to be retained by M-1 RAIL, are important. While not trying to discourage Proposals that offer less than all of the services needed to operate and maintain the display, M-1 RAIL would prefer Proposals that provide a complete solution for the display functions (including technical design, applications including applicable hardware and software and maintenance).

5.0 General Conditions

1. RFP Timeline

- RFP issued June 27, 2018
- Mandatory Pre-Bid Conference 11:00 am, July 6, 2018
- Proposals due July 12, 2018
- Begin Contract Negotiations July 18, 2018
- Contract Execution (Award) July 23, 2018

2. M-1 RAIL Contact

Any and all inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to this RFP shall be made by e-mail by **4:00 PM EST, July 3, 2018** to:

Paul Childs, Chief Operating Officer
M-1 RAIL
7520 Woodward Avenue
Detroit, MI 48202
[Paul Childs paul.childs240@gmail.com](mailto:paul.childs240@gmail.com)

Proposers may be disqualified if any unsolicited contact related to this RFP is made with an employee or representative of M-1 RAIL other than the individual named above (or referred by such individual) during the RFP process.

Responses to all inquiries shall be compiled in one document and posted at www.m-1rail.org. This response by M-1 RAIL will be the only official method for communicating interpretations, clarifications, or additional information, including Web-Ex information (if applicable).

3. Right to Accept or Reject

M-1 RAIL reserves the right to accept or reject any or all Proposals and to waive irregularities and technicalities which, in its opinion, would best serve its interests or the interests of the Project. M-1 RAIL reserves the right to cancel or withdraw this RFP, without liability, at any time prior to the execution of a formal contract. M-1 RAIL also reserves the right to make investigations and inquires as it deems necessary to determine the ability and qualifications of any submitting firm or team to perform the work or services requested.

4. RFP Is Not An Offer

This RFP is not an offer to enter into a contract. M-1 RAIL intends to begin contract negotiations with the Proposer it selects as the best firm or team for the Project, but reserves the right to enter into negotiations with one or more other Proposers at the same time.

Should negotiations with a party fail to result in the execution of a formal contract, M-1 RAIL reserves the right to terminate negotiations with such party and may, at its discretion, begin negotiations with the next-most-qualified Proposer, as determined by M-1 RAIL. This process may continue until a contract is negotiated and signed or until M-1 RAIL terminates or withdraws this RFP.

5. Compliance with Applicable Laws and Regulations

The Contractor shall comply with all applicable laws and regulations during the term of the Contract. This includes any and all requirements to conduct business in the City of Detroit, Wayne County of Wayne, and State of Michigan. By submitting a Proposal, the Contractor will be confirming that the Proposer is in compliance with these requirements.

6. Liability for RFP Costs

M-1 RAIL shall not be liable for any costs incurred by Proposers in responding to this RFP or otherwise with respect to any Proposal, or for any costs incurred in connection with any discussions, correspondence or negotiation sessions.

7. Procurement Process Protest

Proposers may protest the procurement process in accordance with the provisions of Exhibit B and consistent with FTA Circular 4220.1F, Chapter 7.1.

8. Terms of the Contract

The terms and conditions of the Contract shall reflect the terms of this RFP, including the Contract Terms and Conditions set forth in Exhibit D. While M-1 RAIL reserves the right to specify the specific terms and conditions by issuing a form of the Contract as an Addendum to this RFP, it currently does not intend to do so. M-1 RAIL has concluded as of the date of this RFP that the anticipated variation in approaches in Proposals, as well as the desire to allow Proposers to include in their Proposals innovative or creative solutions to the needs of the Streetcar System, make the promulgation of a specific form of Contract inappropriate at this point in time. Nonetheless, Proposals must recognize that while the ultimate form of the Contract will be negotiated with the successful Proposer (or absent agreement, with the next successful Proposer(s), the Contract must reflect the terms and conditions of this RFP as stated above unless otherwise waived or consented to by M-1 RAIL. M-1 RAIL reserves the right to agree to vary such terms and conditions in the context of negotiations with a Proposer toward reaching a mutually acceptable form of Contract.

6.0 Scope of Services

6.1 Key Personnel

M-1 RAIL requires that each Proposer appoint a Project Manager who serves as the primary contact for the Contractor. The Contractor should also identify other individuals who will play important roles in the development or installation of the equipment, products or services that are the subject of this RFP (each person so identified being “Key Personnel”). The Contractor shall not, without prior written M-1 RAIL authorization, remove or reassign any Key Personnel without M-1 RAIL’s approval until installation, acceptance and activation of the display system.

Any changes in the assignments and specific responsibilities of the Key Personnel from that accepted by M-1 RAIL shall not be implemented until after installation, acceptance and activation of the display system unless approved by M-1 RAIL. Should the need to remove Key Personnel arise or be requested by the Contractor, M-1 RAIL has the right to approve the replacement personnel, the approval of which is a prerequisite prior to such individual beginning work under the Contract.

M-1 RAIL has the right to remove Key Personnel with or without cause after providing notice to the Contractor.

6.2 Disaster Recovery Plan

Transdev is preparing a written disaster recovery plan to be used in the event of a fire or any other disaster that may impact the Streetcar System. If the Contractor proposes to host applications or A web page, the Contractor shall support Transdev on disaster recovery planning and activities as requested at the hourly rates indicated in the Cost Proposal.

6.3 Oversight and Audits

All Streetcar facilities and infrastructure maintained by the Contractor are subject to review and/or audits by M-1 RAIL, Transdev and the FTA, as are financial and other operating and maintenance records related to the Contract. To the extent that the Contractor is hosting applications or the web page, or is otherwise involved in the activation and operation of the display, the Contractor is responsible for assuring that the System assets are used and maintained in compliance with their intended purpose and conducting an annual audit. The Contractor is responsible for addressing any deficiencies associated with the audit in writing to Transdev's Contract Representative, which submittal shall include an action plan with implementation schedule for correcting such deficiencies quickly, completely, effectively, and efficiently.

6.4 Reporting and Records

The Contractor shall be required to submit reports as prescribed in this RFP and in the Contract and maintain all project records and have such data available for Transdev review upon request. Copies of all electronic records shall be provided to M-1 RAIL.

**EXHIBIT A
ANTI-SLAVERY AFFIDAVIT**

AFFIDAVIT OF COMPLIANCE
DISCLOSURE OF PARTICIPATION IN OR PROFITS DERIVED FROM SLAVERY BY CONTRACTORS

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

This affidavit of compliance will be the contractor's sworn statement that publicly discloses any slavery policies sold by any companies, or profits from slavery by industries or their predecessors who are doing business with M-1 RAIL.

Please check one:

- _____ This business **was not** in existence prior to the slavery era (1865).
- _____ This business **was** in existence prior to the slavery era (1865). I have searched any and all records for records of investments or profits from slavery, and have found no such records in existence prior to the slavery era (1865).
- _____ This business **was** in existence prior to the slavery era (1865). I have searched any and all records for records of investments or profits from slavery and am disclosing the following findings (attach additional pages, if necessary):

I hereby declare that all statements are true, accurate and complete as of the date furnished to M-1 RAIL.

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

DATE: _____

Subscribed to before me on this day ____ of _____, 20____, at _____
County, _____ State.

NOTARY PUBLIC SIGNATURE: _____
(SEAL)

PRINT NAME: _____

My commission expires: _____

EXHIBIT B BID PROTEST PROCEDURE

Procurement Protest Procedure for FTA-funded Projects

This Protest Procedure is intended to comply with FTA Circular 4220.1F, Chapter 7.1. The following Protest Procedure supersedes the Protest Procedure attached to the RFI/Q.

Protests concerning aspects of the procurement process may be made as follows:

Prior to Proposal submission date:

Protests pertaining to specifications contained in an RFP may be made by a prospective Proposer and shall be received by Chief Operating Officer of M-1 RAIL (COO), on a date not less than five (5) calendar days prior to the date scheduled for Proposal submission. Such protest shall be in writing and state the reason(s) for it as well as the relief sought. Any supporting documentation should be included with the written protest. Failure to follow the deadlines set forth in this paragraph, to provide the protest in writing, or to state with specificity the reasons for the protest or the relief sought, will result in summary rejection of such protest. The COO shall review protests and, if modification is deemed necessary, an addendum containing the changes shall be issued. If necessary, the Proposal submission date shall be extended. If the protest is rejected, the protestor shall be notified in writing. Such notice will be mailed no more than five (5) calendar days after receipt of the protest by the COO. The decision of the COO shall be final.

After Proposal submission date:

The COO shall, with regard to any contract for an FTA-funded project, make a written recommendation as to which Proposer appears to be the highest ranked Proposer, and notify all unsuccessful Proposers by mail of such recommendation. Protests pertaining to recommendations as to the successful Proposer may be made by an unsuccessful Proposer and shall be received by the COO within five (5) calendar days after receipt of the recommendation as to which Proposer M-1 RAIL has selected to negotiate the final terms of the Contract. Such recommendation will be deemed received two (2) days after mailing. Such protest shall be in writing and state the reason(s) for it as well as the relief sought. Any supporting documentation should be included with the written protest. Failure to follow the deadlines set forth in this paragraph, to provide the protest in writing, or to state with specificity the reasons for the protest or the relief sought, will result in summary rejection of such protest.

The COO shall review the protest and issue a written decision, addressing each substantive issue raised by the protestor. The written decision will be mailed no more than five (5) calendar days after receipt of the protest by the COO. If the protest is rejected, the COO shall proceed to award the Contract in accordance with his/her award recommendation. If the protest is granted, in whole or in part, the COO shall take further action consistent with such decision and notify any interested parties, if necessary. The decision of the COO is final.

The filing of a protest shall not disqualify an unsuccessful Proposer from being considered in the event that M-1 RAIL is not able to reach agreement on the terms of the Contract with a Proposer previously selected by M-1 RAIL as the party with whom it shall negotiate. Furthermore, the filing of a protest shall not be deemed to be a withdrawal or revocation of the Proposal of the unsuccessful Proposer, but rather such Proposal shall remain open for the period specified in Section 3.0 of the RFP. If M-1 RAIL is not able to reach agreement on the Contract with a previously selected Proposer and selects another Proposer with whom to negotiate, it shall notify the remaining unsuccessful Proposers of such determination and the foregoing protest procedures shall apply to such determination. However, in no event shall a

Proposer who had previously been selected by M-1 RAIL but had not reached agreement of the terms of the Contract with M-1 RAIL have any right to protest the selection of a subsequent Proposer as the party with whom M-1 RAIL will negotiate the terms of the Contract.

The COO shall inform FTA of any protests received pursuant to this Protest Procedure, and keep the FTA apprised of the progress and resolution of any protests as required by FTA Circular 4220.1F.

Any protest filed pursuant to this Protest Procedure shall be delivered to:

**Paul Childs, Chief Operating Officer
M-1 RAIL
7520 Woodward Avenue
Detroit, MI 48202**

Review of any aspect of the procurement process must be sought under this Protest Procedure prior to an appeal to the FTA. Consistent with FTA Circular 4220.1F, it is anticipated that the FTA's review of the appeal will be limited to whether: (1) M-1 RAIL failed to have or follow this Protest Procedure; (2) M-1 RAIL failed to review a properly file protest; or (3) M-1 RAIL violated federal laws or regulations. Such appeal must be received by the appropriate FTA regional or Headquarters Office within five (5) working days of the date the protestor learned or should have learned of an adverse decision by M-1 RAIL; or the date M-1 RAIL is alleged to failed to have or follow this Protest Procedure or failed to review a properly filed protest.

**EXHIBIT C
REQUIRED INSURANCE TYPES AND AMOUNTS**

INSURANCE REQUIREMENTS

Amounts shown in each section define the limits of coverage required for the Contract.

I. WORKER’S COMPENSATION AND EMPLOYER’S LIABILITY

Worker’s Compensation

(Must fully comply with all State and Federal requirements)

(Broad Form All States and Voluntary Compensation Endorsement)

Employer’s Liability

		Statutory Requirement
Bodily Injury by Accident	Each Accident	\$1M
Bodily Injury by Disease	Each Occurrence	\$1M
	Policy Limit	\$1M

**II. COMMERCIAL GENERAL LIABILITY Bodily Injury/
Property Damage**

Each Occurrence		\$1M
General		\$2M
Aggregate		\$1M
Products/ Completed Operations		\$1M
Aggregate		\$1M

To include:

Coverage and terms comparable to ISO CG-0001 Form

Occurrence Form

Premises/Operations Coverage

Products/Completed Operations

Coverage to extend for four (4) years after acceptance of the work by M-1 RAIL

Contractual liability for risks assumed in the Contract.

III. AUTOMOBILE LIABILITY

Bodily Injury

	Each Accident	\$1M
--	---------------	------

To include:

Coverage on all vehicles including owned, non-owned and hired vehicles

IV. UMBRELLA LIABILITY

	Each Occurrence	\$5m
--	-----------------	------

Aggregate

\$5m

To include:

Occurrence Insuring Agreement

First Dollar Defense Coverage

Insuring Agreement, which will:

Provide Excess Protection over employer's liability, general liability and automobile liability, but excluding professional liability

V. Cyber Liability Network Security and Privacy Liability - \$1M requested.

VI. Crime, Employment Practices & Fiduciary Liability - no less than \$1M per Occurrence.

VII. Professional Liability (Errors and Omissions Coverage) - \$5M (Annual Aggregate Basis)

Professional Liability to cover the Scope of the Services for this RFP, and must be maintained for the duration of the term of this Contract and for three (3) years thereafter.

Note: With regard to Sections II, III and IV, a copy of each Insurance Policy, including all required endorsements, shall be provided to M-1 RAIL as evidence thereof and shall name as Additional Insureds M-1 RAIL, M-2 RAIL, the City of Detroit, the State of Michigan, MDOT, the Michigan State Transportation Commission, the NMTC Lenders (including without limitation New Markets Investment 85, LLC), Chase Community Equity, LLC, a Delaware limited liability company (the NMTC Investor), Chase NMTC M-1 Investment Fund, LLC, a Delaware limited liability company (the NMTC Investment Fund) and others as appropriate (including donors to M-1 RAIL as designated by M-1 RAIL), and their respective directors, officers, agents, consultants and employees. M-1 RAIL shall have the right to add other parties as Additional Insureds upon written notice to Contractor.

The CGL coverage required under Section II will provide for separation of insureds wherein all named insureds under the policy, including Additional Insureds, shall be entitled to the same rights and protection under the policy as if each had a separate policy, except with respect to the limits of liability and any rights or duties specially assigned to the first named insured(s).

The CGL coverage required under Section II must include Waiver of Subrogation (waiving rights of subrogation against M-1 RAIL and other Additional Insureds) and Primary/Non-Contributory endorsements.

All policies must be from a carrier having an "AM Best" rating of "A-" or above.

The amount of any deductibles shall be consistent with prudent industry practices, and the Contractor shall be responsible for paying any deductibles. Any self-insured retention must be approved in writing by M-1 RAIL.

All policies will contain an endorsement providing that written notice be given to M-1 RAIL and other Additional Insureds thereunder at least thirty (30) Days prior to cancellation, alteration, reduction, amendment or non-renewal. If such an endorsement is not available for non-renewal of a policy, not less than ninety (90) Days prior to expiration of such policy the Contractor shall provide written notice to M-1 RAIL and the Additional Insureds of confirmation of the renewal of such policy or the replacement of such policy with another policy conforming to the applicable requirements of this Contract.

M-1 RAIL reserves the right, but shall not have the obligation, to waive or reduce the foregoing requirements to accommodate specific considerations of any Proposer.

EXHIBIT D
Contract Terms and Conditions

Key terms to be included in the Contract are listed below:

1. Where the proposed solution involves one or more software applications that are provided for M-1 RAIL to run on its own or a third-party vendor's environment with maintenance services provided by the Contractor, Contractor will place the source code for the software in escrow with a reputable third-party escrow agent under a three-party technology escrow agreement that provides for, among other things:
 - (a) Uncontestable release of the source code in the case of the bankruptcy of the Contractor or the placement of Contractor's business in receivership;
 - (b) A present license to use the source code to maintain the software for use within the same scope otherwise provided by the Contract, which license is a present license that is not dependent on any release condition (and, for the avoidance of doubt, that is not dependent upon bankruptcy or insolvency).
2. Where the proposed solution involves the coding and delivery of APIs, ports, or similar code, Contractor will either transfer ownership of the same to M-1 RAIL or grant to M-1 RAIL a perpetual, royalty-free, sub-licensable right with respect to such code that permits M-1 RAIL to use and make derivative works of the same, including, but not limited to, with other vendors or by M-1 RAIL itself in connection with the Streetcar System or any expansion thereof, including without limitation the right to expand, alter or adjust the applications for the display for the Streetcar System as deemed necessary or appropriate by M-1 RAIL.
3. [Intentionally Omitted].
4. In any case, the Contract will provide for the following things.
 - (a) Per diem liquidated damages for failure to meet the timing for delivery of each milestone contained in the Proposal.
 - (b) If M-1 RAIL so directs, the Proposer will provide the applicable services any of M-1 RAIL's affiliates, or to Transdev or other operator of the Streetcar System.
 - (c) If any part of the display system because unavailable through the fault of the Contractor (failure to function, withdrawal because of infringement, etc.), M-1 RAIL's recovery will include the diminution in value of the remaining parts of the whole display system.
 - (d) No Contractor policy or document that is external to the Contract or that is unilaterally changeable by Contractor (e.g., an "acceptable use policy") will apply to M-1 RAIL's use or rights.
 - (e) To the extent that the Contractor intends to rely on any warranty or assurances of a third party, including any commercial service to host the display system, the Contractor must identify precisely each good, service or item, must disclose the terms of the warranty or other assurances, and must assure that the warranty or assurance accrues directly to M-1 RAIL.

- (f) M-1 RAIL will reserve the right to terminate the Contract in the event of a default by the Contractor or for convenience. M-1 RAIL's liability for a termination for convenience shall be limited to payment for services rendered to the date of termination.
- (g) Upon the expiration of other termination of the Contract, the Contractor shall at M-1 RAIL's request provide transition services to permit M-1 RAIL to transition the display system in-house or to another party.

As explained in Section 5.8 of this RFP, the remaining terms and conditions of the Contract will be negotiated by M-1 RAIL with the successful Proposer unless M-1 RAIL elects to mandate specific terms through the issuance of an Addendum to this RFP. In addition, the Contract will include the Federally or State mandated provisions that are set forth on the attached Schedule D-1, such being a modified MDOT Form 3160, as well as address (in the instances indicated) the topics described in such Form. These provisions are mandatory and must be included in the Contract even though many may not apply to the Contractor.

SCHEDULE D-1

MDOT Form 3160

(ATTACHMENT TO EXHIBIT D)
PROFESSIONAL and A & E
More than \$100,000

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INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions of this Agreement include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding provisions of this Agreement. All contractual provisions required by U.S. DOT, as set forth in the Federal Transit Administration (FTA) Circular 4220.1F, 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 requests which would cause the AGENCY to be in violation of the FTA mandated terms and conditions.

LOBBYING (For projects over \$100,000)

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - contractors who apply or bid for an award of

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

31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the CONTRACTOR.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [CONTRACTOR] certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the

undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2)

herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any

person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

Signature of CONTRACTOR'S Authorized Official

Name and Title of CONTRACTOR's Authorized Official Date

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(1) The AGENCY and the CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the AGENCY, the CONTRACTOR, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement. (2) The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

FALSE OR FRAUDULENT STATEMENTS OR CLAIMS

The CONTRACTOR acknowledges and agrees that:

(1) Civil Fraud. 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 the CONTRACTOR's activities in connection with the Project. By executing the Grant Agreement or Cooperative Agreement for the Project, the CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the CONTRACTOR also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose on the CONTRACTOR the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.

(2) Criminal Fraud. If the CONTRACTOR makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the CONTRACTOR the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001, or other applicable Federal law to the extent the Federal Government deems appropriate.

ACCESS TO THIRD PARTY CONTRACT RECORDS

1. The CONTRACTOR agrees to provide the AGENCY, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. The CONTRACTOR also agrees, pursuant to 49 C.F.R. 633.17, to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to the CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The CONTRACTOR agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement or claims arising from the performance of this Agreement, in which case the CONTRACTOR agrees to maintain same until the AGENCY, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
4. The AGENCY agrees to require, and assures that the CONTRACTOR require, their third party contractors and third party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records as required by 49 U.S.C. § 5325(g). The CONTRACTOR further agrees to require, and assures that its subcontractors require, their third party contractors and third party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

CHANGES TO FEDERAL REQUIREMENTS

The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between AGENCY and FTA, as they may be amended or promulgated

from time to time during the term of this Agreement. The CONTRACTOR's failure to so comply shall constitute a material breach of this Agreement in compliance with 49 CFR Part 18.

TERMINATION (For projects over \$10,000)

- a. Termination for Convenience. Please see Section 36 of this Agreement.
- b. Termination for Default [Breach or Cause]. Please see Section 36 of this Agreement.
- c. Opportunity to Cure. Please see Section 36 of this Agreement.

CIVIL RIGHTS (For projects over \$10,000)

The CONTRACTOR agrees to comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

- a. Nondiscrimination in Federal Public Transportation Programs. The CONTRACTOR agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, age or disability, and prohibits discrimination in employment or business opportunity.
- b. Nondiscrimination - Title VI of the Civil Rights Act. The CONTRACTOR agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, creed or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., and with U.S. DOT 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. Except to the extent FTA determines otherwise in writing, the CONTRACTOR agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," and any other applicable Federal directives, regulations or requirements that may be issued.
- c. Equal Employment Opportunity. The CONTRACTOR agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., and implementing Federal regulations and any later amendments thereto. Except to the extent FTA determines otherwise in writing, the CONTRACTOR also agrees to follow all applicable Federal EEO directives that may be issued. Accordingly:
 - (1) General. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. 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, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - (2) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the CONTRACTOR agrees to comply and assures the compliance of each subcontractor, lessee, third party contractor, or other participant, at any tier of the Project, with all requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq.; with implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and with other applicable EEO laws and regulations, and also agrees to

follow applicable Federal directives, except as the Federal Government determines otherwise in writing.

d. Nondiscrimination on the Basis of Sex. The CONTRACTOR agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., and with implementing U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

e. Nondiscrimination on Disabilities. In accordance with section 102 of the American with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of the U.S. Equal Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

f. Nondiscrimination on the Basis of Age. The CONTRACTOR agrees to comply with all applicable requirements of:

(1) The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq., and with implementing 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, which prohibit discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal financial assistance.

(2) The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

g. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the CONTRACTOR agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 et seq., and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

h. Access to Services for Persons with Limited English Proficiency. The CONTRACTOR agrees to facilitate compliance with the policies of Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” 42 U.S.C. § 2000d-1 note, and follow applicable provisions of U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.

i. Environmental Justice. The CONTRACTOR agrees to facilitate compliance with the policies of Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

j. Other Nondiscrimination Laws. The CONTRACTOR agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable Federal directives prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.

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

DISADVANTAGED BUSINESS ENTERPRISE

To the extent authorized by Federal law, the CONTRACTOR agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and assures that each

subcontractor, lessee, third party contractor, or other participant at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable as follows:

(1) The CONTRACTOR agrees and assures that it shall comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(2) The CONTRACTOR agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any subagreement, lease, third party contract, or other arrangement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and shall comply with the requirements of 49 C.F.R. Part 26. Each subcontract the CONTRACTOR signs with a subcontractor must include the assurances in this paragraph.

The CONTRACTOR agrees to take all necessary and reasonable steps as set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all subagreements, leases, third party contracts, and other arrangements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26, the CONTRACTOR's DBE program approved by U.S. DOT, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative agreement for the Project. The CONTRACTOR agrees that it has a legal obligation to implement its approved DBE program, and that its failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and the Master Agreement. Upon notification by U.S. DOT to the CONTRACTOR of the CONTRACTOR's failure to implement its approved DBE program, U.S. DOT may impose the sanctions as set forth in 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter to the appropriate Federal authorities for enforcement under 18 U.S.C. § 1001, or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq., or both.

DEBARMENT AND SUSPENSION (For projects over \$25,000)

The CONTRACTOR agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327), and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. The CONTRACTOR agrees to, and assures that its subcontractors, lessees, third party contractors, and other participants at any tier of the Project will, review the "Excluded Parties Listing System" at <https://www.sam.gov/portal/public/SAM/> before entering into any subagreement, lease, third party contract, or other arrangement in connection with the Project, and to verify that the CONTRACTOR and its subcontractors, lessees, third party contractors and other participants at any tier of the Project are not Excluded Parties. Furthermore, the CONTRACTOR agrees to provide, and to cause each subcontractor, lessee, third party contractor or other participant at any tier of the Project to provide, such certifications as may be required for compliance with 49 C.F.R. Part 29.

BREACHES AND DISPUTE RESOLUTION (For project over \$100,000)

In compliance with 49 CFR Part 18/FTA Circular 4220.1F:

Disputes - Please see Section 37 of this Agreement.

Performance During Dispute - Unless otherwise directed by the AGENCY, the CONTRACTOR shall continue performance under this Agreement while matters in dispute are being resolved.

Claims for Damages - Please see Section 37 of this Agreement.

Remedies - Please see Section 37 of this Agreement.

Rights and Remedies - Please see Section 37 of this Agreement.

CLEAN AIR (For project over \$100,000)

(1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq./40 CFR 15.61/49 CFR Part 18. The CONTRACTOR agrees to report each violation to the AGENCY and understands and agrees that the AGENCY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

CLEAN WATER REQUIREMENTS (For project over \$100,000)

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

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

FLY AMERICA (FOR FOREIGN AIR TRANSPORT OR TRAVEL)

The CONTRACTOR understands and agrees that the Federal Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent such service is available, in compliance with section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143. The CONTRACTOR agrees to include the requirements of this paragraph in all subcontracts that may involve international air transportation.

SEISMIC SAFETY (A&E FOR NEW BUILDINGS AND ADDITIONS)

The CONTRACTOR agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 et seq., in accordance with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and comply with implementing U.S. DOT regulations, "Seismic Safety," 49 C.F.R. Part 41 (specifically, 49 C.F.R. § 41.117), and will certify to compliance to the extent required by the Regulations. The CONTRACTOR also agrees to ensure that all work performed under this Agreement including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the Project.

PATENT RIGHTS (RESEARCH AND DEVELOPMENT)

a. General. If any invention, improvement, or discovery of the CONTRACTOR or of any subcontractor, lessee, third party contractor, or other participant at any tier of the Project is conceived or first actually reduced to practice in the course of or under the Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the CONTRACTOR agrees to notify FTA immediately and provide a detailed report in a format satisfactory to FTA.

b. Federal Rights. The CONTRACTOR agrees that its rights and responsibilities, and those of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Absent a determination in writing to the contrary by the Federal Government, the

CONTRACTOR agrees to transmit to FTA those rights due the Federal Government in any invention, improvement, or discovery resulting from that subagreement, third party contract, third party subcontract, or arrangement, as specified in 35 U.S.C. §§ 200 et seq., and U.S. Department of Commerce regulations, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” 37 C.F.R. Part 401, irrespective of the status of the CONTRACTOR, subcontractor, lessee, third party contractor or other participant in the Project (i.e., a large business, small business, State government, State instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual).

c. License Fees and Royalties. FTA considers income earned from license fees and royalties for patents, patent applications, and inventions produced under the Project to be program income.

Except to the extent FTA determines otherwise in writing, as provided in 49 C.F.R. Parts 18 and 19, the CONTRACTOR has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 U.S.C. §§ 200 et seq., which applies to patent rights developed under a research project.

RIGHTS IN DATA AND COPYRIGHTS (RESEARCH AND DEVELOPMENT)

a. Definition. The term “subject data,” as used in this Section 18 of the Master Agreement means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Grant Agreement or Cooperative Agreement for the Project. Examples include, but are not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information. “Subject data,” as used in this Section 18, does not include financial reports, cost analyses, or other similar information used for Project administration.

b. General. The following restrictions apply to all subject data first produced in the performance of the Grant Agreement or Cooperative Agreement for the Project:

(1) Except for its own internal use, the CONTRACTOR may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the CONTRACTOR authorize others to do so, without the prior written consent of the Federal Government, unless the Federal Government has previously released or approved the release of such data to the public.

(2) The restrictions on publication of Subsection 18.b(1) of the Master Agreement, however, do not apply to a Grant Agreement or Cooperative Agreement with an institution of higher learning.

c. Federal Rights in Data and Copyrights. The CONTRACTOR agrees to provide to the Federal Government a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the subject data described in this Subsection 18.c of the Master Agreement. As used herein, “for Federal Government purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not provide or otherwise extend to other parties the Federal Government’s license to:

(1) Any subject data developed under the Grant Agreement or Cooperative Agreement for the Project, or under a subagreement, lease, third party contract or other arrangement at any tier of the Project, supported with Federal assistance derived from the Grant Agreement or Cooperative Agreement for the Project, whether or not a copyright has been obtained; and
(2) Any rights of copyright to which a CONTRACTOR, subcontractor, lessee, third party contractor, or other participant at any tier of the Project purchases ownership using Federal assistance.

d. Special Federal Rights in Data for Research, Development, Demonstration, and Special Studies Projects. In general, FTA's purpose in providing Federal assistance for a research, development, demonstration, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to Project participants. Therefore, when the Project is completed, the CONTRACTOR agrees to provide a Project report that FTA may publish or make available for publication on the Internet. In addition, the CONTRACTOR agrees to provide other reports pertaining to the Project that FTA may request. The CONTRACTOR agrees to identify clearly any specific confidential, privileged, or proprietary information it submits to FTA. In addition, except to the extent that FTA determines otherwise in writing, the CONTRACTOR of Federal assistance to support a research, development, demonstration, or a special studies Project agrees that, in addition to the rights in data and copyrights that it must provide to the Federal Government as set forth in Subsection 18.c of the Master Agreement, FTA may make available to any FTA CONTRACTOR, subcontractor, third party contractor, third party subcontractor or other participant at any tier of the Project, either FTA's license in the copyright to the subject data or a copy of the subject data. If the Project is not completed for any reason whatsoever, all data developed under the Project shall become subject data as defined in Subsection 18a of the Master Agreement and shall be delivered as the Federal Government may direct. This Subsection 18.d, however, does not apply to adaptations of automatic data processing equipment or programs for the CONTRACTOR's use when the costs thereof are financed with Federal assistance through an FTA capital program.

e. License Fees and Royalties. FTA considers income earned from license fees and royalties for copyrighted material, or trademarks produced under the Project to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 C.F.R. Parts 18 and 19, the CONTRACTOR has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 U.S.C. §§ 200 et seq., which applies to patent rights developed under a research project.

f. Hold Harmless. Except as prohibited or otherwise limited by State law or except to the extent that FTA determines otherwise in writing, upon request by the Federal Government, the CONTRACTOR agrees to indemnify, save, and hold harmless the Federal Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any

willful or intentional violation by the CONTRACTOR of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The CONTRACTOR shall not be required to indemnify the Federal Government for any such liability caused by the wrongful acts of Federal employees or agents.

g. Restrictions on Access to Patent Rights. Nothing in Section 18 of the Master Agreement pertaining to rights in data shall either imply a license to the Federal Government under any patent or be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

h. Data Developed Without Federal Funding or Support. In connection with the Project, the CONTRACTOR may find it necessary to provide data to FTA developed without any Federal funding or support by the Federal Government. The requirements of Subsections 18.b, 18.c, and 18.d of the Master Agreement do not apply to data developed without Federal funding or support by the Federal Government, even though that data may have been used in connection with the Project. Nevertheless, the CONTRACTOR understands and agrees that the Federal Government will not be able to protect data from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential."

i. Requirements to Release Data. To the extent required by U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," at 49 C.F.R. § 19.36(d), or other applicable

Federal laws or Federal regulations, the CONTRACTOR understands and agrees that the data and information it submits to the Federal Government may be required to be released in accordance with the Freedom of Information Act (or another Federal law or Federal regulation providing access to such records).

ENERGY CONSERVATION

The CONTRACTOR agrees to comply with applicable mandatory energy efficiency standards and policies of applicable State energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 et seq., except to the extent that the Federal Government determines otherwise in writing. To the extent applicable, the CONTRACTOR agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C. The CONTRACTOR shall assure that compliance with the requirements of this paragraph are satisfied and observed by all of the CONTRACTOR's subcontractors or sub-subcontractors at every tier of the Project.

NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS (For all ITS projects)

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

ACCESS FOR INDIVIDUALS WITH DISABILITIES (A&E)

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) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations,

“Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101-19;

(7) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630;

(8) U.S. 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;

(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.

STATE, TERRITORIAL, AND LOCAL LAW

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

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