



**CITY OF DETROIT
OFFICE OF CONTRACTING AND PROCUREMENT
FTA REQUEST FOR QUOTE**

**RFQ NO. 548387
Heavy Duty Tow Truck**

Buyer: Aroya Rush

EVENT / ACTIVITY	DUE DATE / TIME
ADVERTISEMENT DATE	Friday, October 2, 2026
QUESTIONS DUE	Friday, October 9, 2026 by 12:00pm EST All questions must be submitted online in the Supplier Portal
ANSWERS DISTRIBUTED	Tuesday, October 13, 2026 by 2:00pm EST
QUOTES DUE DATE *	Tuesday, October 20, 2026 by 12:00pm EST In the Supplier Portal as specified in this RFQ.

* Respondents must register at the detroit.bonfirehub.com Supplier Portal to download bid documents and submit bids. **The City cannot guarantee the accuracy of any bid documents obtained from outside of the Supplier Portal, and bids submitted outside of EUNA Bonfire will not be accepted.** Detailed resources about registering and bidding, including video tutorials and live, virtual office hours, are available at www.detroitmi.gov/suppliersupport.

Questions about the specifics of this RFQ must be asked within the EUNA Bonfire Q&A interface for the bid on or before the date and time indicated above. Questions asked via phone, email, and/or other means will not be answered.

Quotes must be uploaded in [EUNA Bonfire](#) on or prior to the date and time indicated above. Late and/or emailed quotes will not be accepted.



1. PROJECT REQUEST

The City of Detroit Office of Contracting and Procurement (OCP) on behalf of the Detroit Department of Transportation (DDOT) requests quotes from qualified Respondents to render certain technical or professional services ("Services") as set forth in this RFQ to provide one (1) heavy duty tow truck and preventative maintenance parts and repair parts.

The selected bidder shall provide heavy-duty tow and recovery equipment capable of safely recovering and relocating New Flyer XD40 (40-foot) and XD60 (60-foot articulated) transit buses in both depot and on-road environments.

2. BACKGROUND/DESCRIPTION OF ENVIRONMENT

DDOT operates a transit fleet of approximately 300 buses which services the Metro Detroit area 24hrs per day, 7 days per week. This requires reliable heavy-duty recovery capability in dense urban environments, including high-traffic corridors, restricted intersections, and depot facilities. The selected equipment shall support safe, efficient recovery operations while minimizing vehicle damage, service disruption, and safety risks.

3. AWARD CLAUSE INCLUDING RENEWAL OPTIONS

If a contract is awarded as a result of this RFQ, it will be a City of Detroit **Goods and Services Contract**. This will be a one (1) time purchase. The City anticipates one award as a result of the RFQ.

4. STATEMENT OF WORK

The selected bidder shall furnish and deliver (1) new Tow Truck fully equipped in accordance with the listed specifications detailed in this RFQ and preventative maintenance parts and repair parts. All bids shall include freight FOB to the designated delivery point. DDOT shall reject requests for additional compensation for freight charges.

- Accessories or other equipment in addition to those listed that are normally furnished as standard or required to meet Federal Motor Vehicle Safety Standards (FMVSS) shall not be deleted from vehicle(s).
- Bidders' pricing shall incorporate any/all peripheral costs including but not limited to costs of delivery/transportation charges, training, materials, labor, insurance, applicable taxes, warranty, overhead and profit, that are required by this RFQ.

SPECIFICATION

This specification covers a new, complete diesel-powered emergency recovery vehicle ready for operation and equipped with but not limited to the following component features: Tandem rear axle unit configuration, two stage, 100,000 lbs. recovery boom, dual 35,000 lbs. hydraulic winches and an under-reach/under-lift rated at 55,000lbs retracted 17,000lbs extended and 80,000 lbs. lifting and towing capacities respectively.

1. The Contractor shall procure and assemble the equipment herein specified in accordance with the recommended practices of the manufacturer of the component parts.
2. It shall be the responsibility of the contractor to make sure that all parts and components fit and function together properly.
3. The components, engine, axles, suspension, frame, cab, transmission, electrical, brakes, etc., shall be offered as standard or optional equipment by the manufacture for

the vehicle model being proposed. Substituting units from other models, to “beef-up” a lesser rated model will not be permitted.

4. Workmanship will be first class and consistent with the latest manufacturing techniques.

Repair Parts

Parts shall be of the best quality, genuine, new, O.E.M. grade materials. All generic parts must meet or exceed O.E.M. specifications. The price list for remanufactured parts must show O.E.M. interchange numbers and description. Contractors must have parts in stock. Contractor must be a licensed authorized dealer for services bid upon. The Contractor is required to own and operate a facility to perform warranty repairs.

Personnel Training

1. Contractor shall provide training to a minimum of three (3) DDOT personnel in the proper operation of the vehicle and equipment. Training shall be conducted at DDOT facilities in Detroit, MI.
2. In addition to initial training, three follow-up trainings will be conducted within 36 months of contract period.

Workmanship

1. Workmanship shall be professional and shall conform in all aspects to the best practices in automotive, electro-hydraulic, truck building and mechanical manufacturing.
2. The contractor agrees to promptly correct by repairing or replacing any defect or failure of compliance included in the scope of this project that may develop.

Submission Requirements

- Detailed technical specification
- Buy America compliance documentation
- Delivery schedule
- Warranty terms
- Service and maintenance support plan
- Demonstration availability (if applicable)
- Pricing
 - **Heavy Duty Tow Truck:** Vendor(s) quotes for the heavy-duty tow truck must be provided on the vendor(s) official letterhead.
 - **Parts Quote:** Vendor(s) quote for the required parts must be submitted using attached form titled “**Attachment C – Pricing**”

Warranty

Bidders shall provide a detailed copy of their standard manufacturer's warranty for the vehicle. This documentation must explicitly outline:

1. The total duration of the warranty coverage
2. A comprehensive list of all parts, systems (structural, hydraulic, and recovery, etc.), and labor covered.
3. A clear list of any exclusions or limitations to the warranty.
4. The process and contact procedures for initiating a warranty claim.

The successful bidder shall provide, or guarantee access to, professional repair and maintenance services for the heavy-duty tow truck for a minimum period of one (1) year following the date of final delivery.

Bidders shall submit a formal statement confirming their ability to meet this requirement, including:

1. Confirmation of service availability for the one-year minimum term.
2. The location(s) of authorized service facilities capable of performing repairs on this specific equipment.
3. Estimated turnaround times for standard and emergency repairs.
4. Availability of onsite service or mobile repair options, if applicable.

Failure to provide a commitment to these service requirements may result in the disqualification of the bid.

Training and Support

The selected bidder shall provide:

1. Operator training upon delivery
2. Maintenance and operational instruction materials
3. Parts and service availability

Demonstration/Test Evaluation DDOT reserves the right to request a demonstration

All demonstrations shall be conducted under DDOT supervision and in compliance with safety, insurance, and liability requirements. Demonstrations do not guarantee award and will be used strictly for evaluation purposes.

Demonstration(s) is to assess:

- Operational Performance
- Maneuverability in urban environments
- Safety and stability under load
- Suitability for XD40 and XD60 recovery operations

Bidders shall indicate availability for:

- Live demonstration unit, and/or
- Scheduled test drive or field evaluation



5. OPERATIONAL INFORMATION

Awarded Contractor(s) will work closely with City agency staff.

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

Operational Requirements Equipment must:

1. Operate safely in congested urban environments
2. Support rapid emergency deployment
3. Minimize risk of damage to transit vehicles
4. Operate in both roadway and depot environments
5. Support continuous 24/7 municipal operations

6. MINIMUM QUALIFICATIONS

Responding vendors must meet the following qualifications:

- 1) Must have a minimum of five (5) years experience providing similar services/goods. Must provide a minimum of three (3) references as proof.
- 2) Must be a licensed authorized dealer for the quoted vehicle.

7. TECHNICAL INFORMATION

REQUIREMENTS

The recovery vehicle shall consist of a tandem rear axle, Class 8 truck and under lift recovery unit. All parts used on the recovery vehicle and under lift unit shall be new.

The truck shall conform to at minimum, but not limited to the following:

CAB

The cab shall be furnished with the manufacturer's conventional cab, which shall contain all the controls, switches and instrumentations needed and necessary for the complete operation of the recovery vehicle. Cab shall have passenger seat, and an air conditioning system.

1. A stub nose type cab will not be acceptable. The cab shall have a forward tilting hood
2. The cab shall be equipped with or contain the following, whether considered as standard or optional equipment by the manufacturer:
 - a. An air suspension driver's and air-suspension passenger seat shall be installed.
 - b. Safety seat locks (to prevent movement of seats);
 - c. Safety seat belts with retractors on all seats
 - d. Dual windshield wipers multi- speed with intermittent feature
 - e. Right and left external rearview mirrors, Aero style, mirrors to be heated and power remote controlled. with clamp on convex mirror;
 - f. Right and left sun visors;
 - g. Dome light with switch



- h. Four-way emergency flasher traffic hazard switch;
- i. Fuel gauge, air pressure gauges, voltmeter, electronic speedometer, tachometer, oil pressure gauge with oil pressure actuated hour-meter, water temperature gauge, transmission fluid temperature, engine overheat warning light with buzzer, low air system warning light and buzzer as well will be installed in the cab by the OEM;
- j. Dual air pressure gauges to indicate air system and service brake reservoir pressures, charging system voltmeter, engine hour meter and speedometer/odometer gauges;
- k. A total of six (6) keyed alike door, ignition and cabinet locks are to be supplied for recovery vehicle purchased under this specification.
- l. Cab grab (assist) handles-entry, left and right-hand stainless-steel handles and hardware, minimum twenty-four (24) inches long each;
- m. Eight-inch spotlight mounted on operator's side post;
- n. O.E.M installed AM and FM radio;
- o. Cab interior shall be color coordinated to the exterior color;
- p. Floor coverings shall be color coordinated to the exterior color;
- q. Heater – Air Conditioner – The vehicle shall be equipped with a heater, defroster, and an air conditioning system heavy duty OEM. The air conditioner must be installed at the factory by the O.E.M and shall not be roof mounted.
- r. Cab shall include a steering column with the capability of seven (7) position tilts and two and one-quarter (2.25) inch telescopic type with an eighteen (18) inch steering wheel located on the left side of the cab designating the driver's position. The steering wheel shall be covered with black adsorbate padding.
- s. All cab installed controls shall be back-lit and clearly identified with permanent labels/tags.
- t. Traction type steps should be provided along the left and right sides of the cab.
- u. The cab shall also be equipped with, but not limited to the following; tinted safety glass all windows, dual sun visors and arm rest, center mounted interior dome light, power windows for both doors, manufactures' standard dual head air horn with snow shield, front fender extensions or mud flaps, full floor solid rubber mats, two (2) mounted reinforced beacons, and back up alarm (when truck is in reverse).

DIMENSIONS

1. The Cab-to-Axle (CA) dimension shall be determined by the manufacturer based on the specified truck wheel base.
2. Wheelbase – as short as practical but shall not be less than a minimum of 256 inches.
3. Turning Radius – the vehicle turning radius shall be as short as practical for the wheelbase provided.
4. Must be equipped with 24” parent frame rail extensions to accommodate weighted push bumper.

ENGINE

1. The engine shall be a diesel engine, turbocharged, electronically controlled, with the following minimum requirements:
 - a. Horsepower rating --- 450 HP minimum
 - b. Peak Torque --At least 1650 ft. lbs. minimum
 - c. Governed Speed – At Least 1800 RPM minimum
 - d. Displacement – At least 14.9 Liter
2. The engine starting system shall be a twelve (12) volt system;
3. The oil filter shall be a manufacture approved, spin on type, full flow and bypass lube oil filter single can type.
4. Engine air cleaner with restriction service indicator in cab;
5. Engine alternator should have a minimum rated output of 200 amps or greater;

COOLING SYSTEM

1. The engine cooling system shall be circulating liquid type with thermostatic control to maintain a coolant temperature consistent with the manufactures’ recommendations when operating under the intended service conditions. System should be designed so that upon failure of the thermostatic controls, the engine continues normal operation without over heating due to restricted coolant circulation;
2. A bypass shall be provided to permit coolant circulation in the engine block, with the thermostat closed until normal operating temperatures are reached;
3. All coolant and heater hoses shall be silicone. All hoses shall be installed with constant torque stainless clamps.
4. Draincocks shall be installed at the low point of the cooling system, and at any other points necessary to drain the system completely.
5. A coolant temperature gauge shall be installed on the instrument panel inside the cab;
6. A low-level engine coolant indicator light and buzzer shall be installed in the cab;
7. A high engine coolant temperature indicator light and buzzer shall be installed in the cab;
8. The cooling system shall utilize an anti-freeze that is protected from freezing to Negative 34 (-34°) degrees Fahrenheit.



FUEL SYSTEM

1. Fuel tank will be equipped with an accessible drain plug. The filler pipe opening shall be in an easily accessible location outside the cab.
2. Fuel tank capacity shall be aluminum and have minimum of eighty (80) gallons mounted as far forward as practical. The tank shall be labeled “**DIESEL FUEL ONLY**” with paint impervious to diesel fuel.
3. Fuel water separator/filter with thermostatically controlled heating element shall be installed to effectively filter and fuel contamination.

TRANSMISSION

1. The transmission shall be automatic and shall be compatible with the engine called for in section 2-6.3 of this specification. The transmission shall be a six (6) speed wide ratio double overdrive with a PTO gear automatic transmission.
2. The transmission shall meet all manufacturers’ requirements and include an air to oil cooler integrated into the lower portion of the cooling package. There shall be an external filter installed on the outlet side of the transmission cooler. Filter size (GPM) shall be as recommended by the transmission manufacture;
3. The hot shift PTO shall power one (1) hydraulic pump to supply hydraulic power for all boom operations. Hydraulic power for all functions shall be supplied by one (1) hydraulic pump flange mounted to the one (1) power take off installed on the road transmission with engagement controls in the cab.
4. A transmission fluid temperature gauge shall be provided.

IDLE CONTROL

1. A high idle activation/deactivation switch shall be located on the control panel located at the rear of the truck. The high idle switch shall automatically maintain a preset engine idle;
2. The high idle shall only be operational when the parking brake is on and the truck transmission is neutral.

EXHAUST SYSTEM

1. Exhaust Shall exit vertically on the passenger side of the truck rear of cab. The unit shall comply with the Interstate Motor Carrier Noise Emissions Standards of Environmental Protection Agency, 40 CFR Part 202;
2. A muffler heat shield shall be provided;
3. Unit shall be equipped with a Diesel Exhaust Fluid (DEF) tank, and the tank must be a minimum of eight (8) gallon capacity.

ELECTRICAL SYSTEM

1. Electrical circuits shall be provided with the properly rated low voltage over-current protection devices. Devices shall be readily accessible and protected against heat that exceeds the compartment rating, mechanical damage and water spray. Electrical circuit protection shall be accomplished by utilizing fuses, circuit breakers and/or fusible links that conform to SAE (Society of Automotive Engineering) J156, J2077, J554 and /or J1888. All wiring must meet or exceed J1127, J1128 or J1560.
2. The battery system shall be a single system consisting of a minimum of three (3) group 31, 12 VDC heavy duty within a minimum of 1800 CCA, high cycle automotive batteries, each with a minimum reserve capacity of one thousand (1000) minutes with a 23A draw at eighty (80°) degrees Fahrenheit.
3. The battery group must be mounted and protected in a readily accessible location on the recovery vehicle.
4. Batteries shall rest on non-corrosive mats and must be stored in well-ventilated compartments. The compartment must provide for weatherproof protection of the electrical components mounted within the battery area.
5. Heavy-duty battery cables must be used to provide maximum power to the electrical system. Cables must be color coded.
6. Battery terminal connections shall be coated with an anti-corrosion compound. Battery solenoid terminal connections shall be encapsulated with semi-permanent rubberized compound.
7. One (1) set of battery jumper studs with a plastic color-coded cover shall be installed on the front side of the battery box, on the street side. Placement will allow sufficient room for easy jumper access. A tag must be provided for positive / negative terminals. It should have a closed spring-action waterproof lid, a series parallel switch and capable of making 12 volt and 24 volt starts.
8. Truck shall be equipped with a switch panel containing a circuit breaker typed for each component to be powered “on” during operations.
9. The recovery vehicle shall have a 12-volt high torque starter and a 12-volt charging and electrical system.

FRONT & REAR SUSPENSION

1. Front suspension shall have a heavy duty, semi-elliptical, taper leaf design with a rated capacity Minimum 20,000 lbs.
2. Two (2) Bilstein inert, nitrogen gas filled shock absorbers, or approved equal, shall be provided and installed as part of the front suspension system.
3. The rear suspension shall be heavy duty Neway ADZ Suspension with 12” ride height air ride type suspension, or approved equal, Minimum capacity 52,000 lbs.
4. Two (2) Bilstein inert, nitrogen gas filled shock absorbers, or approved equal, shall be provided and installed as part of the rear suspension system.

FRONT & REAR AXELS

1. Axle manufacture shall certify that the front and the rear axles are applicable and appropriate for intended recovery vehicle use. Axle manufacturers' published rating shall not be raised to conform to the requirements of this specification.
2. Automatic traction control shall be installed on the tandem rear axle. The automatic traction control system shall apply the anti-lock brake system when the drive wheels lose traction. The system shall scale the electronic single throttle back to prevent wheel spin while accelerating on iced or wet surfaces. The system shall also include manually controlling limited slip access drive axles. Shall include automatic adjusting slack adjusters.

DRIVE LINE

1. The engine, transmission, prop shaft (s), universal joints and differential shall be compatible. Individual units shall be rated to absorb and transmit the power necessary to fulfill the performance requirements of the recovery vehicle described in this Specification.

AIRE BRAKE SYSTEM

1. Rear axle spring brakes shall automatically apply in any situation when air pressure loss is below 25 PSI with a mechanical means for releasing the spring brake chambers exists. An audible alarm shall be designated when system air pressure is below 60 PSI.
2. Axle manufacture shall certify the front brakes are applicable and appropriate for intended use. Axle manufacturers' published rating shall not be raised to conform to the requirements of this specification.
3. Axle manufacturer shall certify that the rear brakes are applicable and appropriate for intended truck use. Axle manufacturers' published rating shall not be raised to conform to the requirements of this specification.
4. When applying the push-pull valve in the cab, the rear brakes will engage via mechanic actuation, which must be certified as being suited for use in the recovery vehicle by the axle manufacture. Dual chamber rear brakes, satisfying the FMVSS parking brake requirements, will accomplish this.
5. Meritor-Wabco manual hard control push-pull style valve, or approved equal, shall operate the parking brake system. The control shall be yellow in color.
6. Parking brake actuation valve shall be mounted on the center of the dash within easy access of both the driver and the passenger positions.
7. Front brakes automatic slack adjusters shall be an integral part of the brake assembly and be supplied by brake manufacture.
8. Rear brake slack adjusters shall be an integral part of the brake assembly and be supplied by the brake manufacture.
9. Brake system shall include a Wabco System Saver Model 1200 air dryer or approved equal. The air dryer includes an internal turbo cutoff valve that closes the path between the air compressor and air dryer purge valve during the compressor "unload" cycle. The turbo cutoff valve allows purging of moisture and contaminants without the loss of turbo boost pressure. The air dryer shall be located on the right side of the frame.

10. The air compressor provided for the engine shall be a two (2) cylinder, reciprocating Wabco Model SS318 or approved equal pass-through drive type compressor, or approved equal, which must be capable of producing 18.7 CFM at 1200 engine RPM's.
11. An air governor, which must cut-in and cut-out pressures on the truck, must be provided.
12. Manual drain valves shall be installed on all reservoirs of the air supply system with cable pulls.
13. Brass compression fittings shall be used on the nylon tubing. All drop hoses shall include fiber reinforced neoprene covered hoses.
14. A quick release outside air inlet male connector for the shoreline air inlet shall be provided on the driver side of the cab, located in the driver's step on the front position.
15. An all-wheel brake lock up system shall be furnished for winching operations (winch brake).
16. All brake chambers should be sized at number thirty (30).

ANTI-LOCK STABILITY CONTROL SYSTEM

1. A six (6) sensor, four (4) modulator anti-lock system (ABS) shall be installed on the front and rear axles to prevent the brakes from locking up or skidding while braking during hard stops or on icy or wet surfaces. This in turn must allow the driver to maintain steering control under heavy braking and in most instances shorten the braking distance. The electronic monitoring system shall incorporate diagonal circuitry that monitors wheel speed during braking, through a sensor and tone ring on each wheel.
2. A dash mounted ABS light must be provided to notify the driver of a system malfunction.

STEERING SYSTEM

1. The chassis shall be equipped with power assist steering. The steering mechanism should be designed to permit enough manual steering to bring the fully loaded recovery vehicle to a safe stop in the event of failure of the power assist.
2. The power assisted steering shall have sufficient capacity so that no more than fifteen (15) pounds of pull is required on the steering wheel to turn the steering wheel from lock to lock with the stationary truck wheels on dry, level pavement and the engine is idling.
3. Stops shall be provided to accurately limit the turning angle to the intended maximum.

TIRE AND WHEELS

1. The wheels shall be disc type. Rim contours and sizes shall conform to the current recommended practices of the Tire and Rim Association Inc., for the type of recovery vehicle and the intended use. One (1) piece hub piloted wheels.
2. The front tires should be suitable for work capacity of vehicle (all weather).
3. The rear tires should be suitable for work capacity of vehicle (all weather).
4. A front and rear spare wheel and tire assembly mounted and ready to use shall be included separately from the recovery vehicle.

FRAME

Recovery Equipment

1. The recovery vehicle must consist of a recovery boom with integrated under-lift, hydraulic stiff legs, integrated sub-frame and modular bodies.
2. The minimum recovery vehicle capabilities shall be as follows:
 - a. Maximum Wheelbase 265 inches
 - b. Chassis Resistance Bending Moment (RBM) 3,000,000-inch Fibonacci (in. lbs.)
 - c. Recovery boom TEMA rated at 50 Tons
 - d. Recovery boom structure rating / retracted at thirty (30) degrees elevation 100,000 pounds
 - e. Recovery boom structure rating / extended at thirty (30) degree elevation 30,000 pounds
 - f. Recovery boom winches-two (2) 35,000 pounds each first layer rating
 - g. Under-lift-fully retracted 55,000 pounds
 - h. Under-lift-fully extended 17,000 pounds
 - i. Tow rating of 80,000 pounds
 - j. Tow/lift capacity point of lift off:
 - retracted reach at sixty-two (62) inches 38,000 pounds
 - mid-point reach at ninety-nine (99) inches 29,840 pounds
 - extended reach at one hundred thirty-six (143) inches 24,000 pounds

BODY

1. The modular recovery vehicle body shall be made of all Aluminum, designed for use in heavy duty towing. The modular body shall be approximately one hundred eighty (180) inches, Cab to Bogey (CB) and shall be ninety-four (94) inches in overall width.
2. Each tool compartment body side assembly shall be mounted to the recovery vehicle sub-frame with four rubber mounts, so the assemblies are completely isolated from deflection of chassis and recovery vehicle structure.
3. The body shall have a minimum of four (4) vertical storage compartments on each side.
4. The compartment door openings shall have a rain channel and dust seal around the perimeter openings.
5. All compartments should include LED lighting with wiring enclosed in water-tight conduit.
6. Compartment doors on horizontal compartments shall be downward swinging and have hinged support arms.
7. Compartment doors on the vertical compartments shall include gas struts to hold door in open position.
8. The doors will come equipped with a half (1/2) inch lip to provide strength and divert water and snow from the doorways.
9. Doors shall be sealed with ball tube rubber gaskets and stainless steel, automotive type latches. Latches shall be lockable and keyed alike. Latches shall be power activated by key fob.
10. Each body side shall be equipped with a walk surface tread-plated overlay on the horizontal surfaces of the top of the body sides.
11. The body shall be equipped with the following additional features:
 - a. Heavy duty chain rack
 - b. Frame fork storage
 - c. Manual operating controls driver and passenger side for wrecker functions
 - d. Wireless under lift controls
 - e. Tailboard mounted under lift control
 - f. Low profile offset dual hole fork holders
 - g. One (1) set of hydraulic jack legs with flipper feet.
 - h. Eight (8) Pair Whelen M6 strobe modules 2 Grill/ 2 Hood/ 2 body side/ 2 body rear
 - i. One (1) Pair 10"x 10" mini strobe mounted on chassis OEM SS roof brackets
 - j. One (1) Whelen 72" 16 head LED light bar mounted on wrecker body aluminum pylon
 - k. One (1) Pair LED under lift mounted work lights
 - l. One (1) Pair swivel LED work lights mounted at rear of body
 - m. One (1) Pair 90MM LED upper work lights mounted on underside of aluminum pylon
 - n. One (1) Pair 70MM LED lower work lights

- o. LED flex lamps mounted to rear corners of wrecker body
- p. LED flashing warning door light kit
- q. One (1) Pair LED side light / strobe combo mounted between drive axles
- r. Dual rear camera system
- s. Wireless tow light bar
- t. Triangle kit
- u. Fire extinguisher
- v. 10K under lift strap kit
- w. Two (2) 8-ton light weight Evolution snatch blocks (imports not acceptable)
- x. Two (2) 12-ton light weight Evolution snatch blocks (imports not acceptable)
- y. Two (2) dual snatch block holders

12. Recovery Vehicle shall come complete with a deluxe heavy-duty chain and endless loop strap package.

RECOVERY BOOM

- 1. Recovery boom shall consist of four (4) major compartments; outer boom, inner boom and two (2) “thru center” side -by-side boom end swivels.
- 2. The boom section shall be fabricated from high strength carbon steel plate to form a rectangle.
- 3. The outer and inner boom shall have provisions for attachments of a double acting cylinder, used for extending and retracting the inner recovery boom.
- 4. The inner boom shall also have provisions for attachments of two (2) “through center” side-by-side boom head swivels. The “through center” boom end swivels shall incorporate bronze-brushed sheaves, cable guides and allow for 360-degree sheave rotation.
- 5. The wrecker /boom shall also incorporate the integrated under-lift assembly.
- 6. Recovery boom shall be equipped with a double acting hydraulic cylinder used to extend and retract inner boom.
- 7. Two (2) double acting cylinders shall connect to recovery boom to the sub-frame to be used for raising and lowering recovery boom and integrated under-lift.
- 8. The receiver boom shall have dual two (2) speed planetary gear winches. The winches shall have the capability of dis-engaging the cable drum “a free spool” and air operated cable tensioners to prevent “bird nesting” of winch cable. Each winch will have a thirty-five thousand (35,000) pound rating and a line speed of seventeen (17) feet per minute (ft./min.)
- 9. Each winch shall be equipped with two hundred (200) feet of 6X37 1WTC, X1PS cable with a work limit of a minimum of 16,560 pounds and minimum 58,000-pound break limit.

UNDER LIFT

1. The integrated under-lift lifting arm assembly shall be installed on the tilt tower at a pivot point for folding the arm and between storage and towing positions. The under-lift lifting arm assembly is to be raised and lowered by using the recovery boom controlled both manually and remotely.
2. The lifting arm shall consist of three (3) major components; the outer lifting arm, the intermediate lifting arm and the inner lifting arm. The lifting arms shall be low profile design.
3. The outer lifting arm shall be fabricated from high strength carbon steel sectioned and welded to form a pivoting boom. The intermediate lifting arm shall be fabricated from high strength carbon steel and welded to form a free-floating section. The inner lifting arm shall be fabricated from high-strength carbon steel.
4. The outer lift arm shall have provisions for attachments of hydraulic cylinders used to fold the lifting from stored to towing position, extending and retracting the lifting arm.
5. The inner lifting arm shall have provisions for attachment of hydraulic cylinders used to extend and retract the inner lifting arm and the provision for attachment of a crossbar.
6. The crossbar assembly shall consist of two (2) major components: crossbar and lift fork assembly. The cross bar shall have provisions for attachment to inner lifting arm.
7. The crossbar shall be low profile fabricated design.
8. The fork adapters shall be manually extended along the crossbar and shall be secured to the crossbar by means of a “T” handle bolt that can be locked or unlocked without the use of tools. The fork adapters shall be low profile design and have dual hole to allow for securing the towed vehicle.
9. The fork-lifting adapters shall have the following attachment forks:
 - a. Two (2) 3” short forks.
 - b. Two (2) 3” medium forks.
 - c. Two (2) 3” tall forks.
 - d. Two (2) 5” short forks.
 - e. Two (2) 5” medium forks.
 - f. Two (2) 5” tall forks.
 - g. Two (2) 6” medium forks.
 - h. Two (2) off-set rear axle forks.
 - i. Two (2) pivoting spring lift forks.
 - j. Two (2) 5/8” chain lift adapters.
 - k. Two (2) riser adaptors.
 - l. Two (2) fork spacers.
 - m. One (1) pintle hook adapter.
 - n. One (1) fifth wheel adapter.
 - o. One (1) set of adapters used with New Flyer buses.

10. There shall be an extra heavy-duty tire lift attachment. The attachment will have the ability to support and move heavy-duty trucks and fire equipment by the tires with the capacity of twenty-five thousand (25,000) pounds.

OUT RIGGERS

1. A set of twelve (12°) degree opposed hydraulic rear jack stiff legs shall be provided at the tail of the truck to assist in the recovery operations.
2. The stiff legs shall be raised and lowered by hydraulic double acting cylinders to stabilize the truck in a recovery operation.
3. The subframe of the body shall provide for jack stiff legs and integrated boom to be all integrated though one (1) sub-frame structure.
4. Each outrigger shall have an adjustable spade foot to allow for pavement operations pad or digger spade operations.

HYDRAULICS SYSTEM CONTROLS

1. The hydraulic system shall be operated by a dual gear hydraulic pump with which two (2) sections are 13 GMP @ 1,000 RPM with displacement of 5.1 cu.in. per revolution.
2. The system shall operate at a maximum pressure of 3,000 PSI and be protected by a suitable sized and rated pressure relief valve (s) to maintain pressure at a safe and efficient level.
3. Flexible hose shall be provided at all cylinders and at all critical flexing points: all other liners shall be plumbed using seamless steel hydraulic tubing. Hosing and lines shall be SAE 100RZA and all suction lines shall be SAE100R4 steel spiral hose.
4. Where hydraulic lines/hoses are routed through the frame or body members they shall be protected from abrasion with rubber grommets.
5. Control valves shall be compatible with the pressure of the system and control all operating functions.
6. System reservoir shall be a steel or approved tank equal to two (24.5) gallons minimum capacity with a system total capacity of approximately ninety (90) gallons.
7. The controls for operation of the hydraulic functions shall be a completed set for both left and right-side controls contained with the rear horizontal compartments.
8. A wireless remote control for operating the under-lift and boom functions shall be provided. Shall be stored in charging cradle located in the chassis cab.
9. The wireless remote control shall be able to communicate up to twenty (20) feet away.
10. Hydraulic pressure gauges shall be located in each control panel; each pressure gauges shall sense hydraulic system pressure on each hydraulic pump station. All pressure gauges shall be glycerin filled.
11. Hydraulic system shall have ten (10) micron filters provided for each return line in the system. There shall be a ball check shut off valve (s) provided for each hydraulic line, positioned as the eliminate the loss with filter change.

MISCELLANEOUS COMPONENTS

1. A heavy-duty, spring rewind reel with seventy-five (75) feet of one-half inch (½”) air hose shall be mounted at the rear compartment and plumbed through the chassis air system to exit the tail board with a ball valve before reel.
2. A connector shall be mounted at the tailboard of the truck for trailer air supply, emergency and services.
3. A heavy-duty, spring rewind with seventy-five (75) feet of electrical cable shall be mounted inside a rear compartment. Mounting location to be approved by DDOT prior to installation.
4. Truck shall have a seven (7) way socket at the rear.
5. A heavy duty counterweighted front bumper shall be provided. The bumper shall have a rubber cover to be suitable for use as a push bumper. Lead shot added to provide lift off capabilities outlined above.

PAINTING AND RUST PROOFING

1. All dealers’ markings shall be removed from the recovery vehicles interior and exterior.
2. Door and body panels interior surfaces shall be treated at the factory against rust and corrosion.
3. Recovery Vehicle shall be primed before painting in accordance with manufacturers’ recommendation.
4. Recovery Vehicle Color shall be specified by DDOT prior to paint application.

Compliance Requirements: All proposed equipment must comply with:

1. Federal Transit Administration (FTA) Buy America requirements
2. Applicable FMVSS regulations
3. State and local safety regulations
4. City of Detroit procurement policies and fleet standards



8. QUESTION DEADLINE

All questions regarding the RFQ shall be submitted through the Supplier Portal no later than the time and date specified on the Cover Page. In the interest of transparency, only written questions will be accepted. Answers to questions will be posted within the Supplier Portal. The City of Detroit does not guarantee a response to questions not submitted after the question deadline.

Should a Respondent be in doubt as to the true meaning of any portion of this RFQ or find any patent ambiguity, inconsistency, or omission herein, the Respondent must make a written request for an official interpretation or correction in accordance with the instructions for submitting questions as specified in this RFQ.

Respondents are advised that no oral interpretation, information or instruction by an officer or employee of the City of Detroit shall be binding upon the City of Detroit. Respondents requesting changes to the RFQs terms and conditions, specifications, quantities, etc.; or if clarifications are needed, must make the request in writing by the stated bid submission deadline.

9. REJECTIONS, MODIFICATIONS, CANCELLATIONS

The City of Detroit expressly reserves the right to:

- 1) accept or reject, in whole or in part, any and all quotes received;
- 2) waive any non-conformity;
- 3) re-advertise for quotes;
- 4) withhold the award for any reason the City determines;
- 5) cancel and/or postpone the request for quotes, in part or in its entirety, and/or,
- 6) take any other appropriate action that is in the best interest of the City.

This RFQ does not commit the City of Detroit to award a contract, to pay any cost incurred in the preparation of a quotes under this request, or to procure or contract for services.



10. PROTESTS

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

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

At a minimum, such protests shall include:

1. name of protestor.
2. solicitation/contract number and description; and
3. statement of grounds for protest (reference specific text in the solicitation, bid or contract document that is at issue).

The decision of the Chief Procurement Officer and/or the Department Director is final and is not subject to appeal. Should the procurement being protested be funded through the Federal Transit Administration, the interested party, upon exhaustion of all administrative remedies may pursue the protest by submitting the protest information to the Federal Transit Administration, Regional Office within five (5) working days of the date when the protestor received the final decision from the City’s CPO.

11. INVOICES

Vendors must be registered in City of Detroit Vendor Portal and be a registered vendor with the City of Detroit to submit invoices and receive payments. Go <http://www.detroitmi.gov/Supplier> to register.

AUTHORIZATION TO COMMENCE WORK OR SHIP GOODS – READ CAREFULLY!!!

Contractors may begin work or ship goods upon receipt of the required authorization, which is the CPA (Contract Purchase Agreement), in addition to *SPO (Standard Purchase Order)*, from Procurement.

The CPA (City Council Approved and Awarded Contract Purchase Agreement) alone is NOT authorization to begin work! NO letter of Intent, or Letter to Commence Work will be issued.

****Work commencing without issuance of the SPO is subject to Payment Delays and/or Non-Payment! ****

Required vendor steps to invoice:

- 1) Vendors should submit their invoices via City of Detroit Vendor Portal. Portal invoice amount and creation date must match the date on attached invoice. Please follow the below invoice requirements:



Invoice MUST contain or have as attachment:

- Vendor Name and address on Invoice
- Contact Info on Invoice (Accounts Receivable contact with phone and email)
- Remittance information (MUST be included, or the invoice is subject to rejection)
- City of Detroit contact (person who authorized work to commence)
- Invoice Date
- Date of service/delivery
- Contract number
- Purchase order number
- Total Invoice amount

Other invoice requirements:

- Invoice must be billed based on Purchase Order rates
- Total invoice amount must tie to the total supporting documents
- Supporting documentation must be attached to the invoice in the portal
-

Terms are standard NET 30 Days, unless otherwise negotiated, and start from the invoice receipt date, provided that the invoice is submitted timely to the City's Accounts Payable (AP) department with the necessary supporting documentation.

If you need assistance, please contact the Office of Departmental Financial Services (ODFS), 313-410-7804.

12. PREVIOUS EXPERIENCE

The City's experience with the bidder on previous contracts will be considered in determining the award.



13. MISCELLANEOUS

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

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

RESPONSIBILITIES:

The responsibilities under this (proposed) contract are that the City of Detroit is obligated during the period stipulated to purchase all of its normal requirements of the above referenced products and/or services from the Contractor, and the Contractor is obligated to supply the quantities and/or services which the City of Detroit requires for its operations. Requirements stated herein are approximate but are for entire normal requirements, whether more or less. Requirements stated are not guaranteed.

Contractors are encouraged to contract with small and minority businesses, women's business enterprises, labor surplus area firms and Detroit businesses. The City strongly encourages the hiring of Detroit residents whenever possible by contacting Detroit At Work for your hiring needs. Visit the [Detroit At Work website](#) for specific contact information regarding these opportunities.

14. GENERAL CONDITIONS:

It is the responsibility of the Bidder to review General Conditions located on the City of Detroit's website. Acceptance of an award from the City of Detroit constitutes acceptance of the City of Detroit's Non-Technology General Terms and Conditions or Technology General Terms and Conditions, as applicable. The applicable general terms and conditions are located on the City's website at the URL below:

Link: <https://detroitmi.gov/departments/office-chief-financial-officer/ocfo-divisions/office-contracting-and-procurement/city-general-terms-and-conditions>

1. MINOR DEVIATIONS

Specifications referred to herein are used to indicate desired type, and/or construction, and/or operation. Other products and/or services may be offered if deviations from specifications are minor and if all deviations are properly outlined and stated in the bid document. Failure to outline all deviations will be grounds for rejection of your bid.

The decision of the City of Detroit, acting through the Chief Procurement Officer, shall be final as to what constitutes acceptable deviations from specifications.

2. RENEWAL

N/A

3. AWARD

One award will be made on a low total net bid basis. Bidders shall quote on all items, leave no blanks and state "No Charge" where applicable. Blank spaces are considered to be no offer. The City of Detroit reserves the right to delete any item(s) from the award. All awards are subject to Ordinance No. 15-00.



3.01 STANDBY AWARD

The City of Detroit reserves the right to make an award to the second low bidder, on a standby basis. This vendor will be used in the event the successful bidder cannot furnish the quantities and /or services needed in accordance with the delivery requirements of the City of Detroit.

All awards are subject to Ordinance No. 15-00.

4. TERMINATION OF CONTRACT

The City reserves the absolute right to terminate this contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Vendor.

5. SPECIFICATION CHECK

We have read the specifications thoroughly and we:

() Are able to meet specifications without deviation.

() All deviations are properly outlined on an attached sheet marked _____ for identification.

SIGNED: _____

TITLE: _____

6. SPECIFICATION COMPLIANCE CHECK LIST

N/A

7. PAYMENT BOND:

N/A

8. COMPLIANCE WITH LAWS:

The contractor shall fully comply with all Local, State, and Federal laws, Ordinances, and Regulations applicable to this contract and the work to be done hereunder.

The contractor shall secure, at no extra cost to the City of Detroit, all Permits and Licenses necessary for the performance of the work and shall fully comply with all their terms and conditions.

9. PRICE

Discount from price list is FIRM. Price list is subject to adjustment to superseding published price list(s) and/or supplement(s). The City of Detroit must be notified in advance before any price increase becomes effective.

If, during the period of this contract, the parties cannot mutually agree on the extent of any change in the market price, the City of Detroit reserves the right to terminate the contract without prejudice.

10. QUOTING ON



10.01 Quoting On

We are quoting on MODEL _____.
Manufactured by _____ and described
in the attached literature marked _____ for identification.

Only new equipment is acceptable. Remanufactured or refurbished equipment will
NOT be accepted.

EXCEPTIONS TO SPECIFICATIONS ARE:

MODEL _____
Manufactured by _____
And described in the attached literature marked _____ for
identification.

_____ NEW UNIT

11. LITERATURE

Descriptive literature showing the unit's dimensions and features must be included. If the size, capacity, or features of the unit, or any of its components are not clearly defined in the printed literature submitted with the Bid, the Bidder shall furnish supportive data in sufficient detail so that the unit may be checked for conformity to the specifications.

If any of the features or dimensions of the unit the Bidder proposes to furnish do not meet the specified requirements, the Bidder shall indicate such deviations in the space provided on the Bid Form. Failure to provide this information may result in rejection of your bid.

12. SHIPMENT

N/A

13. ORDER QUANTITIES

Actual quantities ordered will be contingent on funds available at time of purchase. The City of Detroit reserves the right to reduce quantities if price quoted exceeds budgetary limitations or to increase quantities if funds are available.

14. F.O.B.

Goods are to be F.O.B. delivered to location(s) within the City of Detroit and other specified locations as indicated.

15. ADDITIONAL PURCHASES

- () We agree
() We DO NOT agree

to accept additional purchase orders from the City of Detroit for additional units at the same prices and under the same terms and conditions, for a period of one year after date of bid opening.



16. INSURANCE

TYPE	AMOUNT NOT LESS THAN:
Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance, including residual liability insurance under Michigan no fault insurance law)	\$1,000,000.00 combined single limit for bodily injury and property damage
Commercial General Liability Insurance (Broad Form Comprehensive)	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
Workers' Compensation	Michigan Statutory minimum
Employers' Liability	\$1,000,000.00 minimum each disease \$1,000,000.00 minimum each person \$1,000,000.00 minimum each accident
Umbrella/Excess	\$10,000,000.00 each occurrence
Professional Liability (dealer)	\$5,000,000.00 each occurrence

17. BIDDERS QUALIFICATION CRITERIA

Bidders offering proposals on equipment and/or supplies must be on an authorized Original Equipment Manufacturer's Agency List, authorized and capable, under explicit contractual agreement, to enforce the manufacturer's warranty, as well as repair (should it become necessary) without the necessity of outsourcing for unauthorized repair.

We are in compliance with the Bidders Qualification Criteria as stated above:

☐ Yes ☐ No

_____ (Signature)

Prior to award, verification of the above may be required in the form of a letter from the manufacturer stating confirmation of your compliance with the Bidders Qualification Criteria. Failure to provide written confirmation from the manufacturer may result in the rejection of your bid.

18. CONTRACT ACCEPTANCE

The successful bidder shall be notified of the execution of a contract by the City of Detroit upon issuance of a "Contract Award Notice" or a Purchase Order. The "Contract Award Notice" shall contain the date the contract award was approved.

The signed, accepted bid of the successful bidder will be the contract between the bidder and the City of Detroit, containing the full description of all contractual terms and conditions. A copy of your signed bid will not be mailed to you. Each bidder shall keep a copy of his/her signed bid form for future reference.



19. BID WITHDRAWAL

No bid shall be withdrawn for 90 days from submission deadline. Bidders may reduce this period if stated on bid, but such bids may be rejected on the basis of the reduced time period.

This paragraph supersedes paragraph 14 of the General Conditions.

20. CLEANLINESS OF THE WORK AND STREETS

N/A

21. EXPERIENCE AND REFERENCES

Past performance and experience may be factors in making the award. Please provide references for goods and/ or services of a similar nature, by completing Attachment A Respondent's Questionnaire.

22. DETROIT EQUALIZATION FACTOR

DOES NOT APPLY in accordance with Federal Transit Administration regulation (FTA C4220.1G) prohibiting the use of statutorily or administratively imposed in state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage preference. This does not preempt State of Michigan licensing laws.

23. ALTERNATE BID

Additional bids submitted on brands other than the brands referenced in the specification shall clearly be labeled (ALTERNATE). Alternate bids submitted will be at no cost to the city of Detroit. The decision of the City of Detroit, acting through the Chief Procurement Officer, shall be final as to what constitutes an acceptable alternate from specifications.

24. PATENTS

N/A

25. DELIVERY TERMS/TIME. F.O.B. delivered prices are preferred.

F.O.B. delivered means delivered to the dock of the institution of department noted on the bid, and will include all charges for packing, draying, etc. Bidder may, at their option, quote F.O.B. shipping point. Prices bases on F.O.B. Shipping Point will be considered after adding transportation charges and insurance costs. Bidders must show shipping weight and point of shipments on all shipping point bids. Delivery time is a part of the consideration and must be adhered to. If time varies on different items, the bidder shall so state.

26. CONTAINER

N/A



FTA CONTRACTURAL LANGUAGE/REQUIREMENTS

SECTION 1 - CONTRACT PROVISIONS

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

1.0 ELIGIBLE BIDDERS

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

2.0 SINGLE BID RESPONSE

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

3.0 SUBCONTRACTOR UTILIZATION REQUIREMENTS

A percentage (0%) of the total contract amount, as indicated below, shall be subcontracted to DBE's who have been certified under the Michigan Unified Certification Program by either the DDOT Office of Contract Compliance, Wayne County or MDOT, or who are certified as small businesses (SBA-8a) by the U.S. Small Business Administration. All Contractors are responsible for making a good faith effort in meeting these goals and must document efforts accordingly.

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

4.0 CONTRACTOR CHANGES

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

5.0 NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

6.0 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

7.0 ACCESS TO THIRD PARTY CONTRACT RECORDS AND REPORTS

1. The City is a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i). The Contractor agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. The Contractor agrees to permit the City to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor agrees to maintain same until the City, the FTA Administrator, the Comptroller General, or any of their duly

authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

4. FTA does not require the inclusion of these requirements in subcontracts.

8.0 CHANGES TO FEDERAL REQUIREMENTS

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

9.0 RESERVED

10.0 CIVIL RIGHTS COMPLIANCE

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

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

- (a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C.

§ 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

11.0 COMPLIANCE WITH REGULATIONS

The bidder/contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

12.0 SOLICITATION FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT

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

13.0 INFORMATION AND REPORTS

The bidder/contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions.

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

14.0 SANCTIONS FOR NONCOMPLIANCE

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

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

15.0 INCORPORATION OF FTA PROVISIONS

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

16.0 DISADVANTAGED BUSINESS ENTERPRISE

- (1) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. A contract goal of 0% has been established for this procurement.
- (2) The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as DDOT deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- (3) The Contractor is required to pay its Subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the City.
- (4) The Contractor must promptly notify DDOT's Office of Contract Compliance whenever a DBE Subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE Subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the DDOT's Office of Contract Compliance.

Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question

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

- (5) That no contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (6) That in the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

Withholding for unpaid wages and liquidated damages - DDOT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

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

17.0 PROHIBITED INTEREST

- (1) No member of, or delegate to, the Congress to the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.
- (2) No member, officer, or employee of the Public Body or of a local public body during his tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

18.0 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

19.0 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

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

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

20.0 BUY AMERICA

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

The Bidder/Contractor shall submit the appropriate Buy America certification with all bids on FTA-funded contracts except those subject to a general waiver. When required, the certificates are attached as Form C-1, C-2 and C-3 herein. Bids or offers that are not accompanied by a completed Buy America certification shall be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

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

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

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



21.0 BUILD AMERICA BUY AMERICA

N/A

22.0 BREACHES AND DISPUTE RESOLUTION

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the City Detroit Chief Procurement Officer. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Chief Procurement Officer. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Chief Procurement Officer shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

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

Rights and Remedies - The duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

23.0 LOBBYING

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



24.0 CLEAN AIR

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

25.0 CLEAN WATER REQUIREMENTS

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

26.0 CARGO PREFERENCE REQUIREMENTS

The Bidder/Contractor agrees to:

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

27.0 FLY AMERICA

To comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum



adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

28.0 DAVIS BACON AND COPELAND ANTI-KICKBACK ACTS

N/A

29.0 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

N/A

30.0 BONDING REQUIREMENTS

N/A

31.0 SEISMIC SAFETY

N/A

32.0 TRANSIT EMPLOYEE PROTECTIVE PROVISIONS

N/A

33.0 CHARTER SERVICE OPERATIONS

N/A

34.0 RESERVED

35.0 DRUG & ALCOHOL TESTING

N/A

36.0 PATENT RIGHTS IN DATA AND COPYRIGHT REQUIREMENTS

N/A

37.0 ENERGY CONSERVATION REQUIREMENTS

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

38.0 CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

N/A

39.0 PRE-AWARD AND POST-AWARD DELIVERY AUDIT REQUIREMENTS

N/A

40.0 ACCESS TO RECORDS AND REPORTS

34.1 The contractor agrees to provide DDOT, FTA, the Comptroller General of the United States, and any of their authorized representative's access to any books, documents, papers and records of the contractor which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to

49 C.F.R. 633.17 to provide FTA or his authorized representatives including any PMO contractor access to contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal assistance through programs described at 49 U.S.C. 5307,5309 or 5311. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

34.2 The contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which contractor agrees to maintain same until DDOT, FTA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

41.0 ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

42.0 TOXIC MATERIAL REMOVAL

N/A

43.0 ASSIGNMENT

A Bidder/Contractor shall not assign any Purchase Order or Contract or any monies due there from without prior approval of the Purchasing Director, the Finance Director, and in some cases, the City Council. Contact the Purchasing Agent for proper procedure.

44.0 LAWS AND REGULATIONS

In accordance with Federal legislation and regulations governing the use of the United States Department of Transportation, Federal Transit Administration (FTA) funds, the bidder/contractor agrees to comply with all applicable statutory and regulatory requirements for third party procurements as set forth in FTA Circulars 4220.1G, dated 2025, as amended incorporated herein by reference. The bidder/contractor agrees to obtain compliance from its subcontractors and to incorporate the statutes and regulations in any subcontract agreement resulting from this procurement.

Low bidders must supply certifications for restrictions on lobbying and debarment and suspensions as called for in FTA and OMB regulations and circulars.

45.0 GEOGRAPHIC RESTRICTIONS

The Bidder/Contractor agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statute, and as permitted by FTA [Acquisition of Management, Architectural and Engineering Services 49 U.S.C. Section 5325 (d)].

46.0 PROTECTION OF SENSITIVE SECURITY INFORMATION

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

47.0 FEDERAL COST PRINCIPLES

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

48.0 TEXTING WHILE DRIVING DISTRACTED DRIVING

Texting while Driving Distracted Driving - To encourage safety among contractors while conducting business on behalf of DDOT, DDOT encourages contractors to adopt and promote texting while driving and distracted driving policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles.

49.0 SEATBELT USAGE

To encourage compliance with Federal Executive Order 13043 DDOT encourages contractors to adopt and promote an on-the-job seatbelt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles.

50.0 RECOVERED MATERIALS

Solid Wastes. A Recipient 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 during 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.

51.0 PROMPT PAYMENT SECTION

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the City of Detroit, whenever a DBE/SBE subcontractor performing work related to this contract is terminated or fails to complete its work and must



make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE/SBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Detroit.

52.0 NOTICE TO FTA AND USDOT INSPECTOR GENERAL

Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify DDOT and Contractor shall include an equivalent provision in its sub agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220. (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal 95 Government as a party to litigation or a legal disagreement in any forum for any reason. (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements. (3) Additional Notice to U.S. DOT Inspector General.

DDOT shall promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which DDOT is located, if DDOT has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the DDOT, including divisions tasked with law enforcement or investigatory functions.

53.0 PROHIBITION ON CERTAIN TELECOMMUNICATIONS EQUIPMENT

The bidder or offeror hereby certifies that it will comply with the requirements and regulations of 2 C.F.R. 200.216

- (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 uses 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 115–232](#), 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 115–232](#), 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.

54.0 FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS.

Contractor certifies it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and was not convicted of the felony criminal violation under any Federal law within the preceding 24 months of Contract execution.

Contractor further agrees to flow this requirement down to participants at all lower tiers, including all Subcontractors, consultants or agents without regard to the value of any sub-agreement, contract, or subcontract.