

## **Board of Directors Meeting**

Thursday, November 21, 2024

Wayne County Community College District

801 Fort Street, Detroit, MI 48226

[Zoom Virtual Public Participation](#)

1:00 PM

### **AGENDA**

1. Call to Order
2. Roll Call
3. **Approval of Agenda**
4. Public Comment- Time Limitation for Public Comment = 3 minutes per speaker
5. Executive Directors Report
6. Presentations
  - a. **Regional Transit Master Plan**
7. Consent Agenda
  - a. **Approval of the October 2024 Board Meeting Summary**
  - b. **Approval of Mobility Wallet Application RFP Award**
8. Regular Agenda
  - a. **Approval of Equal Employer Opportunity (EEO) Policy**
  - b. **Approval of Disadvantaged Business Enterprise (DBE) Policy**
  - c. **Approval of Americans with Disabilities Act (ADA) Compliance Policy**
  - d. **Approval of QLINE Battery Purchase**
  - e. **Executive Director Review**
9. New Business
10. Adjourn

*The Board may, at its discretion, revise this agenda or take up any other issues as needed, and time allows. Request for reasonable accommodation at RTA meetings requires advanced reservations. Individuals with disabilities requiring assistance should contact RTA Information Services at least 48 hours in advance of the meeting. Documents and information are available in a variety of formats. Contact the RTA at [info@rtamichigan.org](mailto:info@rtamichigan.org) or call 313-402-1020 to discuss your format needs.*



**Proposed Meeting Summary  
Board of Directors**

Thursday, October 17, 2024  
1:00 PM

**1. Call to Order at 1:04 PM**

**2. Roll Call:**

<b>Board of Directors members</b>	<b>Government Entity</b>	<b>Attendance Status</b>
Jeannette Bradshaw	Oakland County	A
Freman Hendrix	City of Detroit	P
June Lee	Wayne County	P
Dave Massaron (Chair)	State of Michigan	A
Jon Moore	Macomb County	P
Don Morandini	Macomb County	P
Dr. Erica Robertson	Wayne County	A
Alma Wheeler Smith	Washtenaw County	P
Ned Staebler	Washtenaw County	V
Helaine Zack	Oakland County	A

*Absent (A); Present (P); Virtual (V) means participating online, yet unable to vote on official business.*

**RTA Representatives Present:**

Ben Stupka, Rachel Schmuhl, Melanie Piana, Julia Roberts, Corri Wofford, Kristin Caffray, Travis Grubb, Kameron Bloye, Khalil Davis, Isaac Constans

**Other Meeting Participants:**

Mario Morrow & Associates – Ryan Bridges

Rehmann – Michelle Hodges

SEMOG – Adam Elghoul, Ally Racisz (virtual)

1 in-person member of the public, representing Transit Riders United (TRU)

2 virtual participants: Jennifer Kulczycki, Meeko A Williams



### 3. **Approval of Agenda**

Moved by Freman Hendrix and supported by Jon Moore. The October 17, 2024, Agenda was approved. The motion carried on the following roll call vote:

<b>Board of Directors members</b>	<b>Government Entity</b>	<b>Attendance Status</b>
Jeannette Bradshaw	Oakland County	A
Freman Hendrix	City of Detroit	Aye
June Lee	Wayne County	Aye
Dave Massaron (Chair)	State of Michigan	A
Jon Moore	Macomb County	Aye
Don Morandini	Macomb County	Aye
Dr. Erica Robertson	Wayne County	A
Alma Wheeler Smith	Washtenaw County	Aye
Ned Staebler	Washtenaw County	V
Helaine Zack	Oakland County	A

### 4. **Public Comment**

- Dalton Orin, Oakland Township resident, inquired about why there is not more rural transit in rural Oakland County communities like Oakland Township and Addison, for example, and asked about the Oakland County millage.
- Meeko A Williams (virtual) expressed support for D2A2 and its continuation. Mr. Williams stated that it is a great way to get around without driving given gas prices right now. Mr. Williams also said that transit really matters in the City of Detroit, and for all people trying to get to jobs, mentioned that there are not sufficient jobs to get from Detroit to Ypsilanti, and urged Board members to work with transit providers and wants Uber and Lyft credits for disabled riders.
- Mr. Stupka followed up with Mr. Orin after the meeting to address any additional questions.

### 5. **Executive Directors Report**



Mr. Stupka presented the Executive Directors Report to the Board, providing a summary concerning:

- QLINE Performance
  - Monthly ridership and establishing KPIs for the Board related to QLINE performance
  - On-time performance
    - Schedule vs. headway
      - Sources of delay:
      - Blockages, operation, streetcar issues, ROW maintenance
  - Above avg. Tigers home playoff game ridership
  - Second of eight new batteries delivered and installed
  - New switches and Lothrop and State installed
- D2A2 and DAX
  - Approximately 10,000 riders last month
- Plan and project updates
  - Mobility4All (M4A): 8 engagement events, with 6+ to come
  - Reconnecting Communities Pilot Grant: \$2.5 million UNITE application, submitted 9/30 to USDOT
- Staff attended the following conferences:
  - American Public Transportation Association (APTA) TRANSform Conference and EXPO
    - September 29 – October 2 in Anaheim, CA
    - Executive Director, External Affairs Director)
  - Michigan Association of Planning (MAP) Planning Michigan Conference
    - September 25 –27 in Grand Rapids
    - Program Director, Climate Transit Associate
  - MOVE America 2024
    - September 24 – 25 in Austin, TX
    - Planning and Innovation Director, Projects and Grants Associate
- Leadership APTA
  - Executive Director was accepted into APTA's CEO leadership 12-month program, starting September 20 with a cohort of 30 participants.





- Administrative Updates
- First payroll with CoStaff completed; all final insurance policies completed; RTA/QLINE integration team established

## 6. Presentations

There were no presentations.

## 7. Consent Agenda

### a. Approval of the September 2024 Board Meeting Summary

Board of Directors members	Government Entity	Vote
Jeannette Bradshaw	Oakland County	A
Freman Hendrix	City of Detroit	Aye
June Lee	Wayne County	Aye
Dave Massaron (Chair)	State of Michigan	A
Jon Moore	Macomb County	Aye
Don Morandini	Macomb County	Aye
Dr. Erica Robertson	Wayne County	A
Alma Wheeler Smith	Washtenaw County	Aye
Ned Staebler	Washtenaw County	V
Helaine Zack	Oakland County	A

### b. Approval of the September 2024 Financial Reports

Moved by June Lee and supported by Alma Wheeler Smith. The motion carried on the following roll call vote:

Board of Directors members	Government Entity	Vote
Jeannette Bradshaw	Oakland County	A
Freman Hendrix	City of Detroit	Aye
June Lee	Wayne County	Aye
Dave Massaron (Chair)	State of Michigan	A
Jon Moore	Macomb County	Aye
Don Morandini	Macomb County	Aye
Dr. Erica Robertson	Wayne County	A



Alma Wheeler Smith	Washtenaw County	Aye
Ned Staebler	Washtenaw County	V
Helaine Zack	Oakland County	A

## 8. Regular Agenda

### a. Approval of RTA Insurance Package

Moved by Alma Wheeler Smith and supported by June Lee. The motion carried on the following roll call vote:

Board of Directors members	Government Entity	Vote
Jeannette Bradshaw	Oakland County	A
Freman Hendrix	City of Detroit	Aye
June Lee	Wayne County	Aye
Dave Massaron (Chair)	State of Michigan	A
Jon Moore	Macomb County	Aye
Don Morandini	Macomb County	Aye
Dr. Erica Robertson	Wayne County	A
Alma Wheeler Smith	Washtenaw County	Aye
Ned Staebler	Washtenaw County	V
Helaine Zack	Oakland County	A

### b. Approval of Title VI Policy Update

Moved by Freman Hendrix and supported by Alma Wheeler Smith. The motion carried on the following roll call vote:

Board of Directors members	Government Entity	Vote
Jeannette Bradshaw	Oakland County	A
Freman Hendrix	City of Detroit	Aye
June Lee	Wayne County	Aye
Dave Massaron (Chair)	State of Michigan	A
Jon Moore	Macomb County	Aye
Don Morandini	Macomb County	Aye
Dr. Erica Robertson	Wayne County	A
Alma Wheeler Smith	Washtenaw County	Aye



Ned Staebler	Washtenaw County	V
Helaine Zack	Oakland County	A

The following questions were asked by Board members before approval of the the Title VI Policy Update:

When is the next reporting due to the FTA? Does it happen every three years? Who is RTA's reporting officer for EEO? Did the merger bump us into a different category (given that RTA's staff grew considerably)? How does that change our reporting, and how does it affect the process? Who did this/is doing this at QLINE? Do we lean on CoStaff to do the lifting on drafting compliance reports?

Answers to the following questions, which were offered during the meeting by the Executive Director and Program Manager, are as follows:

The next reporting is due in 2025.; Yes, reporting is required every three years.; The Program Director is the EEO officer for the RTA.; Yes, our status changed as we are now a 50+ person organization.; For QLINE, WSP, the RTA's On-Call Planning Consultant, also helped, along with CoStaff.

c. Executive Director Review Process

**9. New Business**

There was no new business.

**10. Meeting adjourned at 1:38 PM.**

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**BOARD OF DIRECTORS MEMORANDUM**

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**TO:** RTA Board of Directors

**FROM:** Travis Grubb, Procurement and Contracts Manager

**SUBJECT:** Mobility Wallet Application RFP Award

**DATE:** November 13, 2024

**REQUESTED ACTION:** Board of Directors Approval

**Approval Request:** This memo requests board approval to award a contract resulting from competitive RFP 2024-004, titled Mobility Wallet Application, to Bhadala LLC, a Detroit-based company. The contract value shall not exceed \$500,000 and will cover a period of one year, with the option for a twelve-month extension.

**Background Information:** The Regional Transit Authority of Southeast Michigan (RTA) seeks to implement a Mobility Wallet Pilot Program to simplify the shared transportation payment process for travelers in Southeast Michigan. This initiative aims to develop and deploy an integrated fare and payment platform that increases access to publicly available mobility options and facilitates transportation subsidies for job seekers and employees. The target group for the pilot will be 50 users with a focus on current participants in the United Way for Southeast Michigan's employment assistance programs. This initiative will provide participants with a seamless payment experience across multiple transportation modes, including public transit, micro-mobility services, and regional fare systems. The project also aims to improve transportation equity and access for underserved communities, aligning with RTA's mission to enhance mobility throughout the region.

**Procurement Process:** The RFP for the Mobility Wallet Application (RFP 2024-004) was published on BidNetDirect on May 30, 2024, and closed on July 3, 2024. A total of 793 vendors were notified, and 42 vendors downloaded the RFP documents. Nine proposals were received.

An evaluation team comprising RTA, MDOT, DDOT, SMART, and United Way for Southeastern Michigan, with support from RTA's contractors, Menlo Innovations and HNTB, reviewed and scored the proposals based on the following criteria:

- Team Qualifications
- Ability to meet required Business Specifications
- Equitable and innovative experience in mobility wallet solutions
- Understanding of RTA's regional transit and fare systems
- Cost Proposal

After the initial evaluation, four vendors were shortlisted for interviews. Upon completion of the interviews and through a second round of scoring, Bhadala LLC was identified as having submitted



the most responsive and responsible proposal, meeting RTA's technical, operational, and cost requirements. We are now seeking board approval to proceed with the contract award.

**BOARD OF DIRECTORS MEMORANDUM**

**TO:** RTA Board of Directors

**FROM:** Melanie Piana, Program Director

**SUBJECT:** Regulatory Policy Compliance – Civil Rights /ADA; DBE and EEO

**DATE:** November 21, 2024

**REQUESTED ACTION:** Board of Directors Approval

**Approval Request:** This memo requests board approval to accept the RTA's updated Disadvantaged Business Enterprise (DBE) policy, updated American Disabilities Act (ADA) Policy and new Equal Employer Opportunity (EEO) program.

**Background Information:** The QLINE streetcar merger required the RTA to update its core federal compliance programs (Title VI and DBE) and add two new programs (EEO and ADA). These are all critical civil right related programs that the Federal Transit Administration (FTA) requires for all federal grantees that operate public transit services. Each compliance program requires the development of stand-alone documents with specific procedures, ongoing monitoring and reporting led by specifically identified staff liaisons, and extensive training. They are also subject to regular review by the FTA during the standard Triennial Review. Failure to comply with these programs can lead to delay and potential loss of federal funding.

**Disadvantaged Business Enterprise (DBE):**

The DBE program ensures nondiscrimination in the award and administration of FTA-assisted contracts. All agencies that receive federal funding must have a DBE Program that is up to date with the latest regulations. In April 2024, the FTA updated the DBE program to increase DBE participation, improve program oversight and enhance clarity in program requirements. In response, RTA updated its DBE plan, policy, DBE statement, forms and new reporting and monitoring processes and procedures. We also took the opportunity to update the document branding and include references to the QLINE. The RTA Program Director will serve as the DBE Liaison Officer. S

The RTA has an overall annual DBE goal of 8.20%. Our preliminary calculation for Fiscal Year 2024 is that the RTA exceeded the goal at 8.90% DBE participation.

**Equal Opportunity Employer (EEO):**

FTA recipients with over 50 employees must develop, implement, and monitor an effective EEO Program to ensure that they do not discriminate against any employees or applicants for employment because of race, color, religion, sex, disability, age or national origin. The RTA became eligible as an EEO agency with the QLINE asset transfer and is now a 50+ employee organization. Therefore, the RTA developed a new EEO Program to ensure it complies with federal requirements. The new EEO program includes a policy statement, policy dissemination, designated personnel responsibility for the EEO program, employment practice and analysis, and monitoring and reporting.

The RTA Program Director will serve as the EEO Officer.

In its nine years of nonprofit operations, QLINE received one employee discrimination complaint that was properly investigated by previous M-1 RAIL leadership and dismissed.

**American Disabilities Act (ADA):**

FTA is charged with ensuring public transit providers comply with the DOT regulations implementing the transportation-related provisions of the ADA. FTA sets specific requirements transit providers must follow to ensure their services, vehicles, and facilities are accessible to and usable by individuals with disabilities. Those requirements are documented in an ADA plan document. The RTA is required to have an ADA plan now that it operates the QLINE streetcar service. The new ADA plan complies with Title II of the ADA, which prohibits discrimination against persons with disabilities in all services, programs, and activities provided or made available by state or local governments. Physical and programmatic accessibility means that each government facility and program, when viewed in its entirety, is available and usable by people with disabilities. Examples of ensuring access to services can include, but are not limited to, the following:

- Use of visual, audio, or printed aides
- Use of an accessible vehicle or mobility device
- Movement of a program, activity, or service to an accessible location
- Accessibility improvements to an existing facility

The RTA Planning and Innovation Director will serve as the ADA plan coordinator.

**Attachments:**

1. DBE Program
2. EEO Program Plan
3. ADA Plan



**Regional Transit Authority  
Of Southeast Michigan**

**EQUAL EMPLOYMENT  
OPPORTUNITY  
PROGRAM PLAN  
FY 2024–2028**

PLAN EFFECTIVE: OCTOBER 1, 2024

**Ben Stupka**, Executive Director



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# APPENDICES

Appendix A: RTA Organizational Chart

Appendix B: RTA EEO Complaint Procedure

Appendix C: RTA EEO Complaint Intake Form

Appendix D: RTA HR/EEO Recruitment & Promotion Concurrence Checklist

# 1. Introduction

This document was prepared pursuant to the Federal Transit Administration (FTA) Circular 4704.1 Equal Employment Opportunity (EEO) Program Requirements and Guidelines for Federal Transit Administration Recipients. Regional Transit Authority (RTA) of Southeast Michigan is a recipient of federal grant funds administered through the FTA and therefore is subject to the Circular requirements.

This document references specific policies and administrative actions of RTA incorporated herein by reference that comply with the federal EEO requirements.

## 1.1 MISSION

Our mission is to manage and secure transportation resources that significantly enhance mobility options, improve the quality of life for the residents, and increase economic viability for the region.

## 1.2 VISION

RTA envisions a region with sufficient and stable funding to support improved public transit options that will advance equity by increasing accessibility; satisfy the integrated mobility needs of Southeast Michigan communities; and promote livable, healthy, and sustainable growth.

## 1.3 VALUES

Coordinating a complex network of local transit service providers, the RTA pools resources and generates ideas to solve decades-long public transit challenges in Southeast Michigan. The RTA tackles difficult shared problems, such as investing in cross-county connections—including FAST, Downtown Detroit to Ann Arbor (D2A2), and the in-development airport express—and transit safety and accessibility that riders have identified as deficiencies in the regional network. By filling these gaps, the RTA advances transit as a more efficient, feasible, and inviting mode of transportation for all people in Southeast Michigan and paves the way for future developments.

The RTA was established by Public Act 387 of 2012. RTA develops regional transit plans, coordinates a complex network of local service providers, accelerates pilot projects and programs, and distributes public transportation funds regionally. In addition to planning, RTA pilots new services, applies for grants, and secures new regional funding sources for public transit. As of October 1, 2024, RTA assumed the operations of M-1 RAIL (operating as QLINE).

RTA, which was an organization of eight employees, absorbed the QLINE staff of 50 and the combined agency will operate the QLINE.

RTA has a 10-member Board of Directors appointed by the Governor of Michigan, the Mayor of Detroit, the Washtenaw County Board of Commissioners Chair, and Executives of Macomb, Oakland, and Wayne Counties.

## 2. Purpose of the EEO Program Plan

The 2024–2028 Equal Employment Opportunity Program Plan (EEOPP) was developed in recognition of RTA’s responsibility to provide fair and equal opportunities to employees, applicants, and customers regardless of race, color, creed, religion, national origin, sex, age, and/or disability. In the spirit of cooperation and as an expression of good faith, RTA has designed the plan for use as a management tool to identify and, as appropriate, correct areas of underutilization of minorities and/or women in specific EEO job categories.

The 2024–2028 EEOPP has been prepared in compliance with applicable FTA Circular 4704.1. This EEOPP is a commitment by the RTA to ensure fair and equitable treatment for all employees and applicants for employment. The EEO policies must be followed in recruitment, employment, promotion, compensation, benefits, transfer, work assignments, evaluation, disciplinary action, demotion, termination, training programs, educational loans, social recreational programs, and use of RTA facilities.

Questions, concerns, or complaints regarding equal employment opportunity and affirmative action may be forwarded to RTA’s EEO officer:

Melanie Piana

Woodward Avenue, #1400

Detroit, Michigan, 48226

Email: [mpiana@rtamichigan.org](mailto:mpiana@rtamichigan.org)

Telephone: (248) 809-0351

## **3. Policy Statement – FTA C 4704.1a (2.2.1)**

### **3.1 RTA EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

The Regional Transit Authority of Southeast Michigan (RTA) has a strong commitment to the community we serve and to our employees. As an equal opportunity employer, we strive to have a workforce that reflects the community we serve. No person is unlawfully excluded from employment opportunities based on race, color, religion, national origin, ancestry, sex (including gender identity, sexual orientation, and pregnancy), age, genetic information, disability, veteran status, retaliation, or other protected classes.

RTA's Equal Employment Opportunity (EEO) policy applies to all employment actions, including but not limited to, recruitment, hiring, selection for training, promotion, transfer, demotion, layoff, termination, rates of pay or other forms of compensation.

As the executive director of RTA, I maintain overall responsibility and accountability for RTA's compliance with its EEO Policy and Program. I appointed Melanie Piana (Ms. Piana), RTA's Program Director to serve as the RTA's EEO Officer. Ms. Piana will be responsible for developing and implementing the RTA EEO Program as well as the day-to-day management, including program preparation, monitoring, and complaint investigation. In the interim, Ms. Piana will also be supported by consultants who are EEO experts and practitioners to assist in carrying out the EEO duties and responsibilities within RTA. However, management personnel at every level share in the responsibility for promoting equal opportunity and ensuring EEO compliance.

All applicants and employees have the right to file complaints alleging discrimination. Retaliation against an individual who files a charge or complaint of discrimination, participates in an employment discrimination proceeding (such as an investigation or lawsuit), or otherwise engaging in protected activity is prohibited and will not be tolerated.

If an employee or applicant believes they have been subjected to discrimination or harassment on the basis of any of the protected classifications listed above and wishes to file a complaint, the employee or applicant is encouraged to do so by completing the EEO Complaint Intake Form that can be found on the RTA's website at [www.rtamichigan.org](http://www.rtamichigan.org) and emailing it to [EEO@rtamichigan.org](mailto:EEO@rtamichigan.org). Additionally,

employees can contact EEO staff by telephone at 248-809- 0351 or mail the EEO Complaint Intake Form to the following address:

1001 Woodward Avenue, #1400  
Detroit, Michigan, 48226

RTA will promptly initiate a thorough and impartial inquiry. In all cases, confidentiality is maintained throughout the investigation, to the extent practical and consistent with RTA's obligations to undertake a full inquiry and to make a determination. In addition, all employees are required to fully cooperate during the course of such investigation.

If it is determined that a violation of this Policy has occurred, RTA will take immediate action to remedy the concerns and implement corrective measures as deemed necessary/applicable. Any employee who is found to have violated this policy will be subject to disciplinary action up to and including dismissal from employment. Such an employee may also be subject to personal, legal, and financial liability. In addition to the complaint procedures described in the preceding paragraph above, discrimination complaints may also be filed externally with the Michigan Department of Civil Rights.

RTA is committed to providing reasonable accommodations to applicants and employees who need them because of a disability or to practice or observe their religion, absent undue hardship.

RTA is committed to undertaking and developing a written nondiscrimination program that sets forth the policies, practices, and procedures, to which the agency is committed and make the EEO Program available for inspection by any employee or applicant for employment upon request.

I am personally committed to a workplace that acts upon its daily responsibility to treat all applicants and employees with dignity and respect, as well as equitably under the guidelines of our EEO Policy and Program.

This Policy is posted in prominent, conspicuous and accessible locations throughout RTA's facilities.

---

Ben Stupka  
Executive Director

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Date



## 4. Dissemination of Policy – FTA C 4704.1a (2.2.2)

### 4.1 DISSEMINATION OF POLICY

#### 4.1.1 External Dissemination

The following activities will be implemented or continue to be implemented to improve RTA's EEOPP efforts. RTA has taken/will take the following actions to assure awareness of its commitment to EEO:

1. Any advertisement, posting, or bulletin distributed for employment recruitment purposes will indicate that RTA is an EEO employer.
2. The EEOPP is widely publicized, including posted on its official website.
3. To the extent feasible, RTA will use female/minority/disability/veteran recruiting sources.
4. RTA will make every effort to use regular sources of employment or other agencies such as schools, colleges and universities, community agencies, and employment services for recruitment and communication of its EEO Policy.
5. To promote diversity and inclusion, RTA will include diverse groups of employees when pictured in consumer, promotional, or help wanted advertising.
6. When there is outreach or advertising to recruitment entities (e.g., employment agencies, educational institutions, minority, and women organizations), RTA will disseminate its EEO Policy to those entities.

#### 4.1.2 Internal Dissemination

RTA recognizes the importance of communicating its EEO Program and Policy to employees and prospective employees. To ensure compliance with, adherence to, and communication of these policies, RTA will implement or continue to implement the following activities:

- Providing written communication from the executive director or the highest executive to all direct reports and requiring that they disseminate the EEO Policy and program to all managers and supervisors so it can be communicated to all employees and all employment applicants at RTA.

- Posting official EEO materials (e.g., federal and state labor laws poster[s]) and the RTA's Policy Statement on bulletin boards, in employees' lounges and breakrooms, throughout all work locations in areas where employees congregate, in Human Resources Department and in prominent conspicuous and accessible locations throughout RTA's facilities.
- Including the EEO Policy Statement in RTA's Employee Guidelines, handbooks, manuals, etc.
- Meetings with executive, management, and supervisory personnel periodically throughout the year to discuss RTA's EEO Policy and their individual responsibilities for effective implementation of the EEO Program.
- Informing new employees of the policy during employee orientation and management training programs. RTA conducts/will conduct orientation for all newly hired employees.

RTA will commit to providing periodic EEO training to all RTA employees.

RTA is currently in the process of implementing required EEO training for all new supervisors or managers to be conducted within 90 days of their appointment.

RTA will make every effort to include a statement in training opportunity announcements, internal training manuals, career path notices, internal job postings and other such notices that states that RTA is an equal opportunity employer.

Nondiscrimination clauses are also included in all collective bargaining agreement.

## 5. Designation of Personnel Responsibilities – FTA C 4704.1a (2.2.3)

### 5.1 DESIGNATION OF PERSONNEL RESPONSIBILITY

Ben Stupka, RTA's executive director, has ultimate responsibility for RTA's EEO Program. The responsibility for carrying out this program rests with every member of RTA's management. Each executive is responsible for ensuring that their manager and supervisors understand and comply with this program and its objectives.

Melanie Piana (Ms. Piana), RTA's program director, serves in the capacity of the RTA's EEO officer and reports directly to the RTA's executive director. The RTA EEO officer is responsible for monitoring and enforcing compliance with this program. In the interim, Ms. Piana will also be supported by consultants who are EEO subject matter experts and practitioners to assist in carrying out the EEO duties and responsibilities within RTA. These responsibilities include, but are not limited to, the following:

- Developing and recommending policy statements, EEO programs, and both internal and external communications programs.
- Ensuring the consistency and completeness of RTA's EEO Plan with federal, state, and local agencies' rules and regulations.
- Reporting periodically to the Executive Director on the progress of each department's progress in relation to RTA's goals and on contractor and vendor compliance as/if deemed applicable.
- Assisting officials and managers in collecting and analyzing employment data, identifying problem areas, and developing the programs to achieve diversity.
- Providing feedback to officials and managers on their EEO progress.
- Designing, implementing and monitoring internal audit and reporting systems that measure program effectiveness. Assisting RTA in determining where progress has been made and where further action is required.

- Serving as a liaison between RTA state, county, and local governments, regulatory agencies, minority, women, disability organizations, and other community groups.
- Ensuring the dissemination of current legal information affecting affirmative action in compliance with FTA regulations and RTA's goals are disseminated to appropriate personnel as deemed applicable.
- Concurring in the recruitment process of all hires and promotions.
- Managing the discrimination complaint process.
- Assisting in recruiting minorities, women applicants and establishing outreach sources for use by hiring officials. Actively involved in the local minorities, women and disabled community organizations and ensures that RTA Human Resources Department is advertising employment opportunities with these organizations.
- Reviewing RTA's nondiscrimination plan with all managers and supervisors to ensure that the EEO Policy is understood.
- In conjunction with human resources, periodically reviewing employment practices policies (e.g., hiring, promotions, training), complaint policies, reasonable accommodation policies, performance evaluations, grievance procedures, and union agreements.
- Maintaining awareness of current EEO laws and ensuring the laws affecting nondiscrimination are disseminated to responsible officials.
- Providing/coordinating the implementation of compliant EEO training for RTA employees and managers.
- In conjunction with human resources, advising employees and applicants of available training programs and professional development opportunities and the entrance requirements.
- Auditing postings of the EEO Policy Statement to ensure compliance information is posted and up to date.

It is the responsibility of each management employee to provide equal employment opportunity to all employees with regard to work assignments and privileges of employment. Managers and supervisors, at every level of the organization are required to take actions to prevent discrimination and harassment of employees on

the basis of race, color, religion, national origin, ancestry, sex, sexual orientation, age, predisposing genetic characteristic, domestic violence status, disability or veterans or marital status. These responsibilities include, but are not limited to:

- Assisting the RTA's EEO officer in identifying potential problem areas and share in the establishment of goals/objectives; or, if necessary, participate in the resolution efforts to promote equal opportunity.
- Participating in periodic audits of all aspects of employment to identify and remove barriers that would impact the attainment of specific goals and objectives.
- Mandatory cooperation in the review and/or investigation of complaints alleging discrimination.
- Holding regular discussions with other managers, supervisors, employees, and affinity groups to ensure RTA's EEO policies and procedures are being followed.
- In conjunction with the EEO officer, maintaining and updating the personnel database for generating reports required for the nondiscrimination program.
- Reviewing the qualifications of employees to ensure that all employees including, minorities and women, are given full and fair opportunities for promotions, transfers, and other terms and conditions of employment.
- Encouraging employee participation to support the advancement of the EEO Program (e.g., professional development and career growth opportunities, posting promotional opportunities, shadowing, mentoring, etc.).

## 6. Utilization Analysis – FTA C 4704.1a (2.2.4) and Goals and Timetables – FTA C 4704.1a (2.2.5)

The utilization analysis consists of a workforce analysis and an availability analysis. Underutilization is defined as “a condition where there are fewer minorities and/or women in a particular job category or department than would reasonably be expected based on their presence in the relevant labor force.”

The purpose of the utilization analysis is to identify those job categories where there may be an underutilization or concentration of minorities and women in relation to their availability in the relevant labor market. The utilization analysis also establishes the framework for the development of goals and timetables and other actions to correct employment practices that may contribute to any identified absence, underutilization, or concentration.

The utilization analysis compares the representation of minorities and women in the organization's job groups and/or departmental units with the availability of minorities and women with requisite skills in the external job market and in the job groups and job titles within the organization from which promotions occur.

This analysis, which is based on categories and data used in the *EEOC EEO-4 report*, consists of a workforce analysis and an availability analysis. The workforce analysis includes the number of employees and salary ranges for each job category in the EEO-4 report for the following subcategories for people:

- White (not Hispanic or Latino)
- American Indian/Alaska Native (not Hispanic or Latino)
- Black or African American (not Hispanic or Latino)
- Hispanic or Latino
- Asian (not Hispanic or Latino)
- Native Hawaiian and Other Pacific Islander (not Hispanic or Latino)
- Two or more races (not Hispanic or Latino)

The following encapsulates the EEO job categories for EEO-4 reports

Number	Category
1	Officials and Administrators
2	Professionals
3	Technicians
4	Protective Service Workers
5	Paraprofessionals
6	Administrative Support Workers
7	Skilled Craft Workers
8	Service-Maintenance Workers

The utilization analysis demonstrates where problems may exist in the organization and as a result, the organization is able to establish numerical goals within an established period.

Percentage and numerical goals (using the whole-person rule), along with timetables are established for the next four-year period, for any EEO job categories where women and/or minorities are found to be underused.

According to FTA Circular 4704.1A, Section 1.4 – Applicability, “the FTA Master Agreement requires all applicants, recipients, subrecipients, and contractors receiving FTA funding to comply with applicable Federal civil rights laws and regulations and to follow applicable Federal guidance. Any FTA applicant, recipient, subrecipient, and contractor who meets both of the following threshold requirements must prepare and maintain an abbreviated EEO Program:

- Employs between 50-99 transit-related employees, and
- Requests or receives capital or operating assistance in excess of \$1 million in the previous Federal fiscal year, or requests or receives planning assistance in excess of \$250,000 in the previous Federal fiscal year.”

It should be noted that RTA maintained less than 50 employees since its inception, thus not required to develop and implement an EEO Program Plan in accordance with FTA Circular 4704.1A. However, as of October 1, 2024, RTA assumed the operations of M-1 RAIL (operating as QLINE). RTA, which was an organization of eight employees, absorbed the QLINE staff of 50. This change requires RTA to establish an abbreviated EEO Program and provide the abbreviated EEO Program to FTA if requested by the Office of Civil Rights or Triennial Review. An abbreviated EEO Program includes the Statement of Policy, dissemination plan, designation of personnel, assessment of

employment practices, and a monitoring and reporting system. An abbreviated EEO Program does not require a utilization analysis with goals and timetables.

Hence, this EEOPP will not include a utilization analysis with goals and timetables. Absent this requirement, RTA is committed to diversity and inclusion and will make every effort to recruit women and minorities.



## 7. Assessment of Employment Practices – FTA C 4704.1a (2.2.6)

### 7.1 ASSESSMENT OF EMPLOYMENT PRACTICES

**Requirement:** Recipients, subrecipients, contractors, and subcontractors must conduct a detailed assessment of present employment practices to identify those practices that operate as employment barriers and unjustifiably contribute to underutilization.

As RTA prepared to assume the operations of M-1 RAIL (operating as QLINE) in October of 2024, RTA retained a Human Resources consulting firm to assist RTA in implementing all recruitment needs and requirements. All recruitment manuals/policies, procedures, etc. are thoroughly being reviewed and vetted to ensure alignment with new RTA's organizational structure as well as ensure compliance as deem appropriate/applicable. Recruitment practices such as recruitment selections, advertising/posting, testing, promotions and transfers, seniority practices, training, compensation and benefits, disciplinary procedures and termination (separations) practices will be carefully reviewed and assessed to ensure fair practices. It should be noted that in the last four (4) years RTA was an organization of eight (8) or less employees and an EEO Program was not required. Although this EEO Program will not address employment practice analysis for the last four (4) years, RTA is committed to ensuring that all applicable recruitment processes and procedures are implemented in compliance and/or conformance with the FTA EEO Circular and all applicable EEO laws. RTA will take steps and put measures in place to ensure that employment practice actions of the agency are not discriminatory or create employment barriers and do not result in disparate treatment or disparate impact.

#### 7.1.1 Recruitment and Selection

RTA will perform an analysis of its total employment process throughout the next four (years) to determine if there are areas where minority and/or female groups may face impediments/barriers to equal opportunity.

Advertising and Posting – Vacant positions will be open to the general public as well as to the current employees. Placement of ads will be expanded to other avenues.

### **7.1.2 Testing**

If RTA decides to administer written and oral testing for certain positions, the assessments/tests would only be used to measure qualifications for a position or as part of the interview/selection process by hiring managers. If/when testing is deemed applicable, it will be done in a manner that does not create any disparate treatment or employment barriers.

### **7.1.3 Promotions and Transfers**

RTA will implement policies and standard procedures for promotions and transfers and will work on offering one or more of the following recommended best practices:

- Training to employees, personnel, and management staff on proper interview techniques
- Counseling to assist employees in identifying promotional opportunities
- Training and educational programs to increase promotion and transfer opportunities
- Leadership training for identified talent

### **7.1.4 Seniority Practices**

RTA will implement a seniority practice that is not gender or race based. Seniority practices will be reviewed to ensure it's not creating any disparate treatment or disparate impact. Seniority at RTA will only apply to represented employees and will be included in the union contract(s). For all non-represented employees within RTA, seniority will not be a valid job consideration.

### **7.1.5 Training**

At the RTA, training will be an integral part of the business. Ongoing training for all staff will likely be required as deem applicable. From the beginning of service and throughout an employee's tenure, training will be conducted. The training programs may involve safety, introduction to new equipment, refresher, computer, supervisory, or introduction to the agency, EEO compliance, etc. RTA will also explore ways to provide training programs that foster promotional potential.

### **7.1.6 Compensation and Benefits**

RTA will ensure the administration of wages, hours, and conditions of employment, pensions, salaries, and employee fringe benefits is without regard to the individual's sex or race.

### **7.1.7 Disciplinary Procedures and Termination (Separations) Practices**

RTA will implement proper procedures for disciplinary actions for both represented and non- represented employees.

**Please Note:** This EEO Program will Not include an Analysis of Any Disparate Impact of Employment Practices on Minorities and Women from October 1, 2020, through September 30, 2024 (FY 2020 – FY 2024). RTA assumed the operations of M-1 RAIL (operating as QLINE) in October of 2024 and prior to October of 2024, RTA was an organization of less than 10 employees and therefore, RTA was not subject to FTA EEO Program requirements. Since, acquiring the operations of M-1 RAIL (operating as QLINE) in October of 2024, RTA is now an organization of a little over 50 employees and will comply with all FTA EEO requirements. RTA is committed to ensuring that all applicable recruitment processes and procedures are implemented in compliance and/or conformance with the FTA EEO Circular and all applicable EEO laws. RTA will take steps and put measures in place to ensure that employment practice actions of the agency are not creating employment barriers and are not discriminatory or do not result in disparate treatment or disparate impact. RTA has included in *chapter 8* of this document a development and implementation of specific programs to eliminate any barriers at RTA.

## **8. Development and Implementation of Specific Programs to Eliminate Discriminatory Barriers – FTA C 4704.1A (2.2.7)**

RTA will tailor its employment practices and EEO goals and objectives to ensure it addresses barriers to employment and promotional opportunities with RTA as well as identified deficiencies and/or areas of potential adverse impacts. The following is a list of initiatives and plan that RTA will work to implement from October 1, 2024, through September 30, 2028, within its employment practices.

- Perform periodic review to ensure that position descriptions are accurate and are allocated to the appropriate classification.
- Ensure that all job qualification requirements are closely related to the job.
- Provide counseling and guidance to employees who seek employment and promotion.
- Discussions with Human Resources (HR)/HR consultants about initiatives to expand the advertising sources and resources used for the recruitment when filing vacancies related to underutilization.
- Increase participation in Career Job Fairs with HR/HR consultants.
- Continuous outreach to organizations that represent minority groups, women, professional societies, persons with disabilities, veterans, and other sources of diverse candidates, etc.
- Implement efforts in direct recruiting to reach out to colleges, communities, and universities to recruit more members of protected groups through email blasts on job announcements and job fairs.
- Ensure that recruitment literature is relevant to all employees, including minority groups and women.
- Review and monitor recruitment and placement procedures so as to assure that no discriminatory practices exist.

- Develop employees so as to match employee skills with available and future job advancement opportunities.
- Evaluate promotion criteria (supervisory evaluations, oral interviews, written tests, qualification standards, etc.) and their use by hiring managers to identify and eliminate factors which may lead to improper “selection out” of employees or applicants, particularly minorities and women, who traditionally have not had been hired into certain jobs.
- Assure that all job vacancies are posted conspicuously and that all employees are encouraged to bid on all jobs for which they are qualified.
- Increase employee awareness of training, and staff development strategies for attaining career changes and/or greater job knowledge and responsibilities.
- Require managers and supervisors to participate in EEO seminars covering the overall EEO Program and the administration of the policies and procedures incorporated therein, and on federal, state, and local laws relating to EEO.
- Provide training and education programs designed to provide opportunities for employees to advance in relation to the present and projected workforce needs of the agency and the employees’ career goals.
- The standards for deciding when a person shall be terminated, demoted, disciplined, laid off or recalled should be the same for all employees, including minorities and females. Neutral practices are reexamined to see if they have a disparate effect on such groups.
- Any punitive action (i.e., harassment, terminations, demotions), taken as a result of employees filing discrimination complaints, is illegal.
- Provide assurance that information on EEO counseling and grievance procedures is easily available to all employees.
- Develop, implement, and support a system for addressing complaints alleging discrimination because of race, color, religion, sex, disability, national origin, and other protected categories through an impartial body.
- Ensure the equal availability of employee benefits to all RTA employees. The following records are also kept for compliance and monitoring purposes:

- On all terminations, including layoffs and discharges: indicate total number, name, (home address and phone number), employment date, termination date, recall rights, sex, racial/ethnic identification (by job category), type of termination and reason for termination.
- On all demotions: indicate total number, name, (home address and phone number), demotion date, sex, racial/ethnic identification (by job category), and reason for demotion.
- On all recalls: indicate total number, name, (home address and phone number) recall date, sex, and racial/ethnic identification (by job category).

## 9. Monitoring and Reporting – FTA C 4704.1A (2.2.7)

### 9.1 MONITORING AND REPORTING SYSTEMS

RTA recognizes the importance of an effective and practical internal monitoring and reporting system to promote a successful EEO Program consistent with the objectives of FTA's C 4704.1A, EEO Program Guidelines. This system is created to evaluate key performance indicators of the RTA's EEOPP, with supporting data base, as well as provide a foundation for identifiable corrective action. RTA's EEO officer who will be supported by consultants who are EEO experts and practitioners will be responsible for establishing an effective and workable internal monitoring and reporting system that:

- Evaluates the employment practice results and implement action plans RTA has taken/will take upon execution and implementation of this EEOPP.
- Evaluates and assesses RTA's EEOPP and looks at trends and takes proper steps and measures as well as implement corrective actions when/if necessary.
- Presents and reports relevant data and analysis that support actions to implement the plan for minorities and women job applicants and/or employees to management and HR personnel.

RTA establishes these monitoring and reporting procedures for evaluation of the EEO Program for the next four years and provide a proactive approach to facilitate the implementation of identifiable remedial actions.

### 9.2 RTA'S MONITORING AND REPORTING MECHANISMS

As part of this EEOPP, RTA monitors records of personnel transactions at all levels to ensure that RTA's EEO Policy is carried out. The RTA's EEOPP monitoring components include but are not limited to the following:

1. Commensurate with the beginning of fiscal year (FY 2025), the RTA EEO officer/designated personnel shall provide statistical periodic updates to the RTA's executive director, leadership and management staff as well as HR,

periodically of key EEO performance indicators. These indicators shall include a comparative trend analysis of such key performance indicators as (1) internal complaints by protected characteristics; (2) external complaints comparative to internal complaints; and any other significant trends analysis; (3) workforce analysis by race, gender and EEO job categories if/when deemed applicable, etc.

2. The EEO officer/designated personnel shall monitor records on applicants, new hires, terminations, and promotions by race and gender to ensure that all employees are treated in a fair and equitable manner.
3. The EEO officer/designated personnel will ensure prompt investigation of all EEO protected class complaints at RTA. EEO investigative logs as well as investigation files including all pertinent and relevant documents associated with the investigation will be filed and maintained properly.
4. EEO complaints are reported periodically and sometimes immediately to the executive director, as deem necessary. Every time there is an EEO complaint reported, the EEO officer/designated personnel also communicate the concern to the appropriate members of management within the impacted departments as deem appropriate and/or necessary.
5. The EEO officer/designated personnel will meet with the executive director, periodically and discuss the progress of the EEO Program and results of monitoring including but not limited to: EEO complaints, hiring, promotions, salary/equity concerns, trainings and other related employment, employees, and equity related concerns or topics.
6. RTA will ensure that its EEO Policy Statement is current and updated in accordance with the requirements of the EEO FTA's Circular 4704.1A. The RTA EEO Policy Statement is posted throughout the RTA's facilities in prominent, conspicuous, and accessible locations and includes:
  - » RTA's commitment to nondiscriminatory employment actions
  - » Pledge to develop a written nondiscrimination program that sets forth the policies, practices, and procedures
  - » Explanation concerning implementation responsibilities
  - » A statement regarding the employees right to file complaints alleging discrimination and how to file said complaints and/or reach the EEO officer at RTA
  - » Information regarding the right to reasonable accommodations, and antiretaliation statement



7. RTA's EEO office must be consulted and review specific provisions of the RTA's union contracts, as deemed applicable to ensure there's no disparity nor disparate impact/treatment.
8. RTA will maintain cumulative records and data on applicants, hires, transfers, promotions, trainings that foster promotional potential and terminations. The EEO officer/designee will monitor these records and collect information needed to prepare analysis/reports and identify where the program is not working effectively, and employees and applicants are treated in a fair and equitable manner.
9. EEO officer/designee will meet with senior staff, managers, and supervisors on an ongoing basis regarding EEO related questions, concerns, investigations, tips for management and staff after investigations, recruitment, and outreach efforts, etc.
10. EEO trainings to all supervisors and managers will be implemented within 90 days of their employment/promotion as required by the EEO FTA's Circular 4704.1A.
11. EEO and HR/HR consultants will work together to establish and implement an HR/EEO Recruitment and Promotion Checklist as required by FTA to assess hiring and promotional practices to ensure compliance with FTA guidelines.
12. RTA understand and recognizes the importance of ensuring its EEO Program success through effective monitoring and reporting, consistent with the objectives of FTA's Circular 4704.1A.

### **9.3 RTA'S EEO MONITORING OF SUBRECIPIENTS AND CONTRACTORS**

In accordance with the FTA legislation, "non-discriminatory use of federal funds by recipients of FTA assistance, including their subrecipients and contractors is prohibited." RTA's EEO officer/designee as well as designated RTA's Title VI staff and RTA's DBE Liaison are charged accordingly, with administrative oversight to ensure compliance, as well as FTA reporting requirements pertaining to Title VI of the Civil Rights Act of 1964, EEO Program, Disadvantaged Business Enterprise (DBE) program and the American with Disabilities Act of 1990. Thus, RTA agrees to abide and comply with all applicable civil rights compliance requirements within each designated applicable civil rights rules, laws and regulations as deemed necessary and appropriate. Required civil rights (i.e., Title VI, DBE, EEO) statements shall be included in all RTA FTA-assisted

agreements and in all subsequent contracts between RTA and its contractors.

The RTA EEO officer/designee shall also be responsible for developing such other guidance, policies, and procedures to further the objectives of this EEO Program Plan, including ensuring that any contractors and subrecipients working on RTA federally funded projects and contracts comply with all applicable laws and regulations governing equal employment opportunities. Such actions shall include but are not limited to reviewing and monitoring contractors and subrecipients performance and compliance with specific project and all applicable EEO requirements.

EEO Compliance Monitoring and Enforcement Requirements of RTA's Transit Management Subrecipients / Operations Contractors Receiving U.S. Department of Transportation Financial Assistance.

### 9.3.1 Requirement:

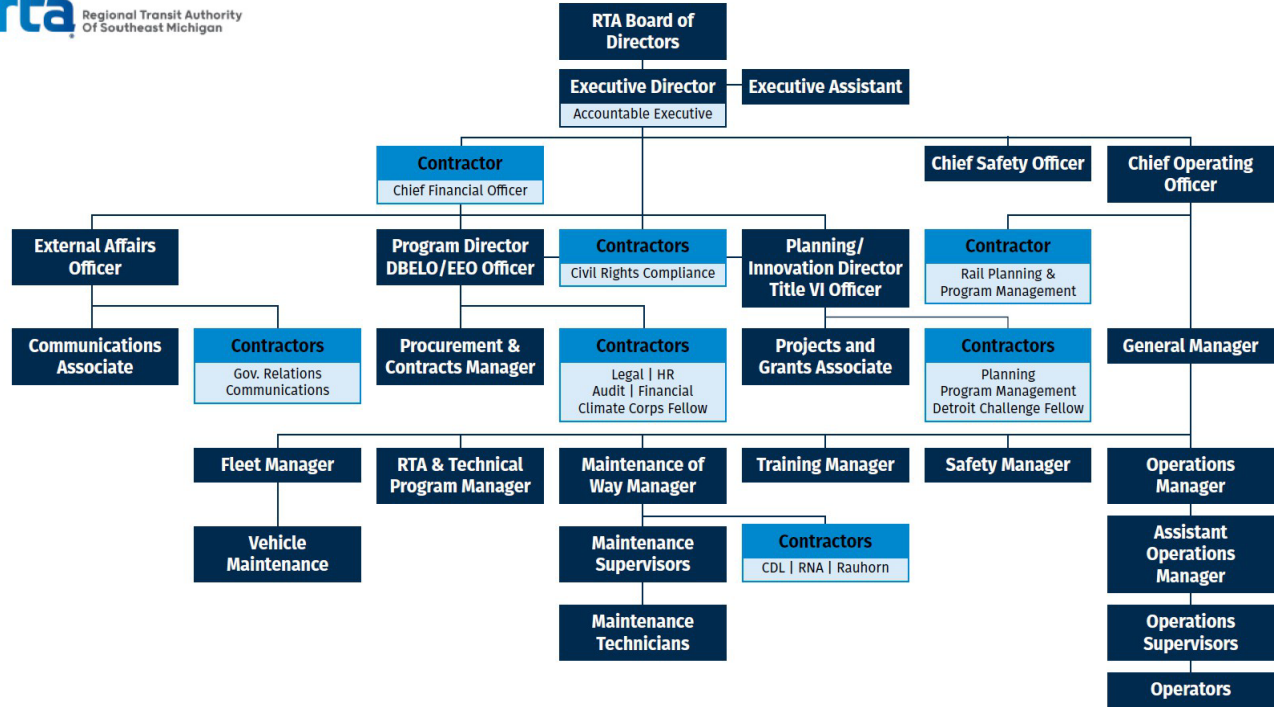
The FTA requires subrecipients, and contractors of RTA that employs 100 or more transit-related employees and requests or receives capital or operating assistance in excess of \$1 million in the previous federal fiscal year, or requests or receives planning assistance in excess of \$250,000 in the previous federal fiscal year to prepare implement all of the EEO Program elements. It should be noted that currently, RTA does not have any transit management subrecipients/operations contractors that will need to or have submitted a full EEOPP.

The FTA also requires subrecipients, and contractors of RTA that employs between 50 and 99 transit-related employees and requests or receives capital or operating assistance in excess of \$1 million in the previous federal fiscal year, or requests or receives planning assistance in excess of \$250,000 in the previous federal fiscal year to prepare and maintain an abbreviated EEO Program. It should also be noted that currently, RTA does not have any transit management subrecipients/operations contractors that will need to or have submitted an abbreviated EEOPP.

**Please Note:** This program is subject to the **FTA EEO Circular 4704.1A**. In administering its EEO Program, RTA does not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishments of the objectives of the EEO Program with respect to individuals of a particular race, color, sex, or national origin.

## 10. Appendix

# APPENDIX A: RTA ORGANIZATIONAL CHART



## **APPENDIX B: RTA EEO COMPLAINT PROCEDURE**

# RTA EEO Complaint and Investigations Process/Procedure

The Regional Transit Authority of Southeast Michigan (RTA) strives to create and maintain a community in which people are treated fairly and with respect. The environment of RTA should promote trust and equity. The accomplishment of this goal is essential to the mission of RTA. RTA will not tolerate unlawful discrimination or harassment of any kind. These actions are also prohibited by a variety of federal, state, and local laws, specifically, the Federal Transit Administration (FTA) Circular 4704.1A.

No person will be discriminated against or harassed in any condition of employment or opportunity for employment because of race, color, religion, national origin, ancestry, ethnicity, sex or gender, gender identity, sexual orientation, gender expression, marital status, age, religion, genetic information, mental or physical disability, veteran status, retaliation, or other protected characteristic protected by law.

No hardship, no loss of benefit, and no penalty may be imposed on any employee or applicant for employment as punishment for filing or responding to a bona fide complaint of discrimination or harassment, appearing as a witness in the investigation of a complaint, or serving as an investigator. Retaliation or attempted retaliation of this kind is a violation of RTA's Equal Employment Opportunity (EEO) Policy Statement and will be subject to severe disciplinary action.

Acts of unlawful employment discrimination among employees are inappropriate and will not be tolerated. Behavior of this nature is a form of misconduct and is subject to disciplinary action, up to and including termination of employment. Any employee or applicant for employment may use these procedures to file an EEO complaint alleging violations in the workplace or in the course of seeking employment with RTA. A person filing a complaint with the RTA's EEO officer/designee under this procedure should do so as soon as possible after the incident that led to the complaint.

## CONFIDENTIALITY

While investigations are confidential, to the extent possible, individuals other than the immediate parties may be contacted during the fact-finding process. Everyone contacted is required to cooperate fully and to refrain from discussing the case outside the formal process.

## COMPLAINT FILING AND REPORTING RESPONSIBILITY

Melanie Piana, the RTA EEO officer/designee is responsible for coordinating RTA's EEP Program. If an employee or applicant believes they have been subjected to discrimination or harassment on the basis of any of the protected classifications listed above and wishes to file a complaint, the employee or applicant is encouraged to do so by completing the EEO Complaint Intake

Form that can be found on the RTA's website at [www.rtamichigan.org](http://www.rtamichigan.org) and emailing it to [EEO@rtamichigan.org](mailto:EEO@rtamichigan.org). Additionally, employees can contact EEO staff by telephone at 248-809-0351 or mail the EEO Complaint Intake Form to the following address:

1001 Woodward Avenue, #1400  
Detroit, Michigan, 48226

RTA will promptly initiate a thorough and impartial inquiry. All complaints must be in writing and must be signed. Even if an employee or an applicant calls the RTA to file a complaint over the phone, they will be encouraged to complete the intake complaint form in the RTA's website and if that process is not feasible/accessible to that individual once they meet with the RTA EEO officer/designee they will be directed to complete an intake complaint form. RTA is committed to providing reasonable accommodations to applicants and employees who need them because of a disability, absent undue hardship.

In all cases, confidentiality is maintained throughout the investigation to the extent practical and consistent with RTA's obligation to undertake a full inquiry and to make a determination.

An employee or applicant for employment who believes that he/she has been subjected to employment discrimination must file a complaint with the RTA EEO officer/designee within 300 days of the alleged discriminatory act occurred or within 300 days of the date the employee or applicant could reasonably be expected to know of the alleged discrimination.

All complaint determinations will be issued to the complainant and respondent in writing. Unless the Collective Bargaining Agreement governs the period for review of an EEO complaint, RTA will make every reasonable effort to address and resolve all reports within 60 business days after the acceptance of the complaint.

In addition to the complaint procedures described above, if an employee or applicant believes he/she has been subjected to the EEO violations, a complaint can be filed with the Michigan Department of Civil Rights. Using the internal RTA's complaint

process is encouraged; however, it is not required and does not prevent an employee from filing a complaint with another entity outside of RTA.

## SUMMARY OF INVESTIGATION PROCESS

When a complaint is received, the allegations will be investigated promptly in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent possible under the circumstances. The investigation may include review of documents, interviews, assessment of evidence and other actions relevant to the circumstances of each case.

In determining whether alleged conduct constitutes an EEO violation, consideration shall be given to facts and circumstances, including the context in which the alleged incident occurred. If the RTA EEO officer/designee concludes that the complaint establishes a prima facie violation of RTA's EEO Policy Statement, the complaint will be accepted for investigation. The complainant will be advised of the acceptance of the complaint in writing. If the complaint does not establish a prima facie violation, the complainant is advised, either orally or in writing, that the complaint will not be accepted.

The RTA EEO officer/designee shall conduct a prompt and thorough investigation of the complaint. The investigation will include interviewing relevant parties and witnesses, compiling and analyzing data and personnel documents, preparing a written investigatory report on the findings from the investigation and making recommendations, if appropriate.

If a violation has occurred, action to eliminate the offending conduct will be taken promptly. Where appropriate, disciplinary action will be taken up to, and including dismissal.

## VARIOUS OPTIONS TO FILE EEO COMPLAINTS

\*Complaints may be filed by completing the EEO Complaint Intake Form that can be found on the RTA's website [www.rtamichigan.org](http://www.rtamichigan.org).

RTA website - Complaint instructions:

From the [www.rtamichigan.org](http://www.rtamichigan.org) site at the bottom of the home page; select *About Us* then select *Policies*, then select *EEO Policy*, then click on *EEO Complaint Intake Form*. From there, complete the fillable PDF complaint form and email it directly to [EEO@rtamichigan.org](mailto:EEO@rtamichigan.org).



- Complaints may also be filed in person, by telephone, or in a statement form; however, all complaints must be in writing and must be signed.
- Anonymous letters will also be investigated to the extent possible
- When contacted, complainants should be able to provide corroborating information to support the allegation. For example, names of witnesses, letters, memos, and dates and times the incident occurred, etc.
- Complainants will be given information on external enforcement agencies (i.e., the Michigan Department of Civil Rights).

## TIMELINES

A complainant is to report the incident within 300 days of the alleged discriminatory act occurrence. Unless the Collective Bargaining Agreement governs the period for review of an EEO complaint, RTA will make every reasonable effort to address and resolve all reports within 60 business days after the acceptance of the complaint. Notwithstanding, due to the nature of a specific case or other unforeseen circumstances, final issuance of a determination may go beyond 60 business days. It should also be noted that this period may be extended as necessary to ensure the integrity and completeness of the investigation, to accommodate the availability of witnesses/interviewees, to account for complexities of a case, including the number of witnesses and volume of information provided by the parties, or to address other legitimate reasons.

RTA's failure to meet any of the periods outlined within these procedures in no case shall be grounds for dismissing any matter or review, nor will it limit the RTA's ability to complete an investigation, issue findings, impose corrective or disciplinary actions, or limit RTA's ability to take any other required administrative action under these procedures.

The FTA, the Michigan Department of Civil Rights and the U.S. EEO Commission may have their own deadlines to file complaints. Employees and applicants for employment may contact either or all offices for additional information regarding their requirements.

## COMPLAINT DETERMINATIONS / CONCLUSION

Based on all relevant facts and information, the investigator(s): make factual determinations; conclude whether there is a violation under the RTA's EEO Policy, and these procedures based upon those factual determinations; and if warranted, refers the investigative conclusion to the respondent's supervisor and/or any other appropriate RTA representative.

The EEO officer/designee will issue, to the complainant and respondent, a letter of determination indicating whether or not a policy violation occurred based on its fact-finding investigation. This letter will contain only a summary of findings. The determination is made based on a preponderance of the evidence (e.g. whether sufficient information exists to support a finding of responsibility for violating the EEO Policy and these procedures).

The respondent's supervisor and/or any other appropriate RTA representative is responsible for addressing the violations of policies and procedures and imposing other remedies designed to eliminate prohibited conduct, prevent its recurrence, and address its effects. This responsible individual(s) may choose to consult with Human Resources, if necessary, but holds ultimate disciplinary authority. Regardless of whether or not there is a violation of the policy, the reviewed behavior may warrant educational outreach or other action by the appropriate RTA representative.

## **RECORDS AND TRACKING OF EEO COMPLAINTS**

The RTA EEO officer/designee documents each report under these procedures and will review and retain copies of all documents generated as a result of investigations consistent with the RTA's record retention guidelines. These records will be kept confidential to the extent permitted by law.

Finally, the EEO Procedure provided information regarding an employee or applicant's right to seek remedy with external regulatory agencies as follows:

An individual who believes that he or she has been subjected to unlawful discrimination, harassment or retaliation has the right to file a complaint with an appropriate local, state or federal agency, such as the EEO Commission, or the Michigan Department of Civil Rights, within the agency's applicable time limits. In addition, any person who is dissatisfied with RTA's internal procedures used for handling EEO complaints, or with the result of the investigation or the sanctions imposed, may seek redress through these means to the extent allowed by law. The complainant should be aware that filing a complaint with the RTA's EEO officer/designee or any other RTA's department does not extend or postpone the deadline for filing with external agencies.

The RTA's EEO Officer/designee uses a combination of an internal complaint tracking system as well as a filing system where we maintain complaints by their source of notification (i.e., from the EEO Commission, the Michigan Department of Civil Rights or internal complaints/inquiries). The RTA's EEO officer/designee monitors these systems for status completion, trends, and recommendations to ensure compliance.

## APPENDIX C: RTA EEO COMPLAINT INTAKE FORM

## The Regional Transit Authority of Southeast Michigan EEO Complaint Intake Form

The Regional Transit Authority of Southeast Michigan strives to create and maintain a community in which people are treated fairly and with respect. Acts of unlawful employment discrimination among employees or applicants for employment are inappropriate and is a violation of RTA's EEO Policy and will not be tolerated. We strongly encourage any employee or applicant for employment to bring to our attention possible violations of the RTA's EEO policy.

If you need assistance completing this form, or need the form in a different language or format, please email [EEO@rtamichigan.org](mailto:EEO@rtamichigan.org), or contact the RTA EEO Officer/designee at 248-809-0351.

<b>Section I:</b>			
Your information:		Respondent's Information:	
Name:		Name:	
Phone:		Phone:	
Email:		Email:	
Department:		Department:	
Location of incident:			
Date of incident:			

<b>Section II:</b>	
Witness information:	
Name:	
Phone:	
Email:	
Department:	

<b>Section III:</b>			
	Age		Sex / Gender Identification
	Genetic Identity		Sexual Harassment
	Race / Color / National Origin		Sexual Orientation
	Religion		Other (please describe below)
	Retaliation		

**Section IV:**

Please describe the EEO protected class violation(s) that you would like to bring to the attention of the RTA's EEO Officer/designee. Provide as much information as possible, including (1) the date(s), (2) location (s), and (3) what happened. You may include copies of any documents or materials that you believe are important for your complaint.

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**Section V:**

Do you believe that the violation of EEO protected class described in this complaint is part of a larger pattern of discrimination by the person you name in this complaint?

Yes

No

If yes, please identify other people or groups that you believe may have experienced the same, or similar, discrimination by the person. Please include contact information, if available.

--

### Section VI:

Have you previously filed a complaint about these issues with RTA?

Yes

No

If yes, please provide any pertinent information about that complaint, such as: the type of complaint, the date of complaint, the status of the complaint, any corrective action taken, etc.

### Section VII:

Have you filed a complaint about these issues with any other federal, state, or government agency?

Yes

No

If yes, provide (1) the agency, (2) the name and phone number for your contact at the agency, and (3) the status of your complaint at the agency.

**Section VIII:**

Has a member of the management been notified?

Yes

No

Please provide any comments.

**Section IX:**

Did a person, office, or agency, refer you to our office?

Yes

No

If yes, who referred you to our office?

**Section XI:**

No hardship, no loss of benefit, and no penalty may be imposed on any employee or applicant for employment as punishment for: filing or responding to a bona fide complaint of discrimination or harassment, appearing as a witness in the investigation of a complaint, or serving as an investigator. Retaliation or attempted retaliation of this kind is a violation of RTA's Equal Employment Opportunity (EEO) Policy and will be subject to severe disciplinary action.

While investigations are confidential, to the extent possible, individuals other than the immediate parties may be contacted during the fact-finding process. Everyone contacted is required to cooperate fully and to refrain from discussing the case outside the formal process.

Please print your name:

Signature:

Date:

Please email or mail a copy of this completed complaint form, along with any supporting documents, to 1001 Woodward Avenue, Suite 1400, Detroit, MI 48226 or [EEO@rtamichigan.org](mailto:EEO@rtamichigan.org). For any questions, please call 248-809-0351.



## **APPENDIX D: RTA HR/EEO RECRUITMENT & PROMOTION CONCURRENCE CHECKLIST**

## **RTA Hire and Promotions EEO Concurrence Checklist**

RTA EEO Officer/designee will use this form to ensure concurrence with all RTA hiring and promotion process. Concurring in the hiring and promotion process means the RTA Officer/designee has reviewed employment documents to ensure the actions of the agency are not discriminatory (i.e., do not result in disparate treatment or disparate impact).

To: EEO Officer/Designee Human

From: Resources

Position Title and Job Posting #

### **Section A: Position Review Prior to Posting: Recruiter and EEO Officer/designee Review**

Recruiter verified posting is consistent with job description

Recruiter certified that he/she has discussed with the Hiring Manager the screening criteria/expectations against job description (e.g. what is required and what is preferred; if testing will be utilized; determined if all qualified applicants [met minimum qualifications], will be tested; if not, how will applicants be selected for testing, where posting will be advertised and posting type and timeframe).

Recruiter certified that he/she has received test and key from the Hiring Manager and reviewed it prior it prior to posting the position; the key included scoring or grading criteria consistent with the test. Not applicable; no test to be given

Recruiter certified that he/she has received interview questions from the Hiring Managers and reviewed it prior to posting the position.

Recruiter certified that he/she has received from the Hiring Managers the names of the interview panel members and has reviewed it for diversity make up.

Posting Type: Internal External

Reason for Internal Posting Only:

Where Posting was Advertised:

Posting Period:

Any Recruiter comments prior to Posting:

Any EEO Officer/Designee comments prior to Posting:

Recruiter's Signature:

Date:

EEO Officer/Designee Signature:

Date:

### **Section B: Applicant Pool Analysis**

EEO reviewed diversity of applicant pool.

Recruiter certifies that the candidates moved into the selection process to be interviewed have met the minimum qualifications.

If testing, Recruiter certifies that the highest scoring candidates moved on to the interview phase provided that the candidate meets a minimum standard set by the Hiring Manager.

Not Applicable; No test to be given

Any Recruiter comments:

Any EEO Officer/Designee comments:

Recruiter Signature:

Date:

EEO Officer/Designee Signature:

Date:

### **Section C: Interview Review Process Examination (EEO Review #2)**

Diversity in interview panel

Recruiter certifies that all candidates interviewed are eligible and met the minimum qualifications

EEO reviewed the interview packet (questions, ranking, inappropriate remarks)

Any Recruiter comments:

Any EEO Officer/Designee Comments:

Recruiter Signature:

Date:

EEO Officer/Designee Signature:

Date:

### **Section D: Compensation Analysis and Finalizing Review**

Recruiter provided to EEO Officer/designee documentation to support how internal salary parity was determined

Recruiter provided to EEO Officer/designee the justification for placement level in range

EEO Officer/Designee Concurrence Signature:

Date:

EEO Officer/designee identified concerns and will discuss issue with HR representative, if appropriate. EEO Officer/designee may attach justification for rejection if unable to resolve EEO concerns.



**Regional Transit Authority  
Of Southeast Michigan**

# **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM: 2024**

UPDATED: SEPTEMBER 2024

David Massaron  
Chairman, Board of Directors

**Revision Log**

<b>Revision Name:</b>	<b>Adopted On:</b>	<b>Update Notes:</b>
<b>Original</b>	May 19, 2016	Updated to reflect staff changes and other RTA updates and added 2017- 2019 DBE goals
<b>Updated (Version 2)</b>	November 18, 2018	Updated to reflect staff changes and other RTA updates and added 2020- 2022 DBE goals
<b>Update (Version 3)</b>	October 20, 2022	Updated to reflect staff changes and other RTA updates and added 2023- 2025 DBE goals
<b>Updated (Version 4)</b>	September, 2024	Updated to reflect staff changes, 2024 DBE Final Rule, DBE monitoring compliance procedures and other RTA updates as deemed applicable. Additionally removed the RTA's 2023-2025 DBE Goal Methodology from the RTA's DBE Program Plan. Upload the RTA's 2023-2025 DBE Goal Methodology into TrAMS as a stand-alone document and not as part of this DBE Program Plan.

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# 1. Introduction

This document was prepared pursuant to the United States Department of Transportation (USDOT) Disadvantaged Business Enterprise (DBE) Program Regulations as defined under 49 Code of Federal Regulations (CFR) Part 26. Regional Transit Authority (RTA) of Southeast Michigan is a recipient of federal grant funds administered through the Federal Transit Administration (“FTA”) and therefore is subject to the USDOT DBE regulations. This document references specific policies and administrative actions of RTA incorporated herein by reference that comply with the federal DBE requirements.

## 1.1 MISSION

Our mission is to manage and secure transportation resources that significantly enhance mobility options, improve the quality of life for the residents, and increase economic viability for the region.

## 1.2 VISION

RTA envisions a region with sufficient and stable funding to support improved public transit options that will advance equity by increasing accessibility; satisfy the integrated mobility needs of Southeast Michigan communities; and promote livable, healthy, and sustainable growth.

## 1.3 VALUES

Coordinating a complex network of local transit service providers, the RTA pools resources and generates ideas to solve decades-long public transit challenges in Southeast Michigan. The RTA tackles difficult shared problems, such as investing in cross-county connections—including FAST, Downtown Detroit to Ann Arbor (D2A2), and the in-development airport express—and transit safety and accessibility that riders have identified as deficiencies in the regional network. By filling these gaps, the RTA advances transit as a more efficient, feasible, and inviting mode of transportation for all people in Southeast Michigan and paves the way for future developments.

The RTA was established by Public Act 387 of 2012. RTA develops regional transit plans, coordinates a complex network of local service providers, accelerates pilot projects and programs, and distributes public transportation funds regionally. In



addition to planning, RTA pilots new services apply for grants and secures new regional funding sources for public transit.

As of October 1, 2024, RTA assumed operations of the QLINE, a 3.3-mile streetcar system located in Downtown Detroit along Woodward Avenue, from M1-Rail, the nonprofit operator that opened the system in 2017. The RTA welcomes almost 50 new QLINE staff to the combined agency.

RTA's 10-member board is appointed for three-year terms by the county executives of Wayne, Oakland and Macomb counties, the chair of the Washtenaw County Board of Commissioners, the Mayor of Detroit, and the Governor of Michigan. The Governor's appointee serves as chair and without a vote.

## 2. Policy Statement (Sections 26.1 and 26.23)

The Regional Transit Authority for Southeast Michigan, hereinafter referred to as “RTA” has established a DBE Program in accordance with regulations of the USDOT, 49 CFR Part 26. The RTA has received federal financial assistance from the USDOT, and as a condition for receiving this assistance, the RTA has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the RTA to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also RTA’s policy to:

1. Ensure nondiscrimination in the award and administration of USDOT-assisted contracts.
2. Create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts.
3. Ensure that the DBE Program is narrowly tailored in accordance with applicable law.
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs.
5. Help remove barriers to the participation of DBEs in USDOT-assisted contracts.
6. Assist the development of firms that can compete successfully in the marketplace outside the DBE Program.

The RTA’s Program Director, Melanie Piana, has been delegated as the RTA DBE Liaison Officer (DBELO). In that capacity, the Ms. Piana is responsible for implementing and overseeing all aspects of the RTA’s DBE Program. In the interim, Ms. Piana will also be supported by consultants who are DBE experts and practitioners to assist in carrying out the DBE duties and responsibilities within RTA. Implementation of the DBE Program is accorded the same priority as compliance with all other legal obligations incurred by the RTA in its financial assistance agreements with the USDOT.

The RTA has disseminated this Policy Statement to its Board of Directors and all the components of its organization. RTA has also distributed this Policy Statement to DBE

and non-DBE business communities that perform work for the RTA on USDOT-assisted contracts by posting it on the RTA website [www.rtamichigan.org](http://www.rtamichigan.org) and incorporating it into RTA's procurement processes. Answers to any questions pertaining to the RTA DBE Program and DBE Policy Statement can be obtained by contacting RTA's DBELO, Ms. Piana at (313) 402 - 1020 and/or [dbe@rtamichigan.org]. All related correspondence can be sent to RTA's Office located at:

1001 Woodward Avenue, Suite 1400,  
Detroit, MI 48226

\_\_\_\_\_  
Ben Stupka  
Executive Director

\_\_\_\_\_  
Date

## 2.1 GENERAL REQUIREMENTS (SUBPART A)

### 2.1.1 Objectives (Section 26.1)

RTA's DBE objectives are contained in the above Policy Statement, and are incorporated herein as follows:

1. Ensure nondiscrimination in the award and administration of USDOT – assisted contracts.
2. Create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts.
3. Ensure that the DBE Program is narrowly tailored in accordance with applicable law.
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs.
5. Help remove barriers to the participation of DBEs in USDOT-assisted contracts.
6. Assist the development of firms that can compete successfully in the marketplace outside the DBE Program.

RTA will use innovative strategies and approaches to accomplish the aforementioned objectives without compromising the integrity of the DBE Program requirements as defined in 49 CFR Part 26.

#### 2.1.1.1 Applicability to the RTA (Section 26.3)

The RTA is the recipient of federal transit funds authorized by Titles:

- I, III, V, and VI of ISTEA, Pub.
- L. 102-240 or by federal transit laws in Title 49, U.S. Code, or Titles I, III, and V of the TEA-21, Pub.
- L. 105-178. Titles I, III, and V of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A.
- Legacy for Users (SAFETEA-LU), Public Law 109-59, 119 Stat. 1144; Divisions A and B of the Moving.
- Ahead for Progress in the 21st Century Act (MAP-21), Public Law 112-141, 126 Stat. 405; Titles I, II, III.

- VI of the Fixing America's Surface Transportation Act (FAST Act) Public Law 114-94; and Divisions A and C of the Bipartisan Infrastructure Law, enacted as the Infrastructure Investment and Jobs Act (Pub. L. 117-58), Public Law 117-58.

### **2.1.1.2 Definitions (Section 26.5)**

The terms used in this program will have the meanings ascribed to them in 49 CFR Part 26.5.

### **2.1.1.3 Nondiscrimination Requirements (Section 26.7)**

The RTA will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering the DBE Program, the RTA will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, sex, or national origin.

### **2.1.1.4 Record Keeping Requirements (Section 26.11(a) (b) and (c))**

RTA will report DBE participation to USDOT as follows:

RTA will report DBE participation on a federal fiscal year, semi-annually, utilizing the Uniform Report of DBE Commitments / Awards and Payments. These semiannual DBE Uniform reports are submitted in TrAMS on June 1 and December 1 of each federal fiscal year. These reports will reflect information and data on USDOT-assisted contracts during the USDOT identified reporting period. The information and data contained in this report will include:

- RTA awards made to Prime Third-Party Contractors
- DBE commitments made by Prime Third-Party Contractors
- Breakdown of each DBE awards by ethnicity and gender
- Payments made to Prime Third-Party Contractors, DBEs, and non-DBEs
- Total contracts and subcontracts, race-neutral and race-conscious commitments and participation
- Total payments made by Prime Third-Party Contractors to DBEs on ongoing contracts

- Total payments made to DBEs and Prime Third-Party Contractors on contracts that were completed during the reporting period
- Certified DBE Contractors used on FTA-assisted contracts (Award/Committed and Closed) to include name of DBE firms, address of these DBE firms, type of work they will perform/performed, associated North American Industry Classification System (NAICS) codes, initial contract amount, final dollar amount of completed contract, contract number as well as race and gender of each DBE firm owner(s).

To meet the objectives of this section, RTA has implemented compliance monitoring and reporting processes. RTA's designated staff/consultant collects required information on each FTA funded contract related to progress towards DBE goal attainment (whether by race-conscious or race-neutral means).

#### **2.1.1.5 Bidders List (26.11(c))**

The RTA maintains a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on USDOT-assisted contracts. The purpose of this requirement is to gather relevant data that is as accurate as possible about the DBE and non-DBE Contractors and Subcontractors seeking to work on federally assisted contracts to assist with overall triennial DBE goals as well as provide USDOT/FTA with data for evaluating the extent to which the objectives of 49 CFR Part 26.1 are being achieved.

To comply with Section 26.11 (c), the RTA will maintain a bidders list of all DBEs and non-DBEs who bid as Prime Contractors and Subcontractors on each of the FTA funded contracts including:

- Firm name
- Firm address, including ZIP code
- Firm's status as a DBE or non-DBE
- Race and gender information for the firm's majority owner
- NAICS code applicable to each scope of work the firm sought to perform in its bid
- Age of the firm
- The annual gross receipts of the firm (RTA will obtain this information by asking each firm to indicate into what gross receipts bucket they fit [e.g., less than \$1 million, \$1-5 million, \$5-10 million, etc.]

The RTA collects this information by requiring all of its Prime Contractors to complete and submit a bidders list in their response to RTA's request for bids or proposals. Every USDOT/FTA funded solicitation issued by RTA will require all Bidders and Proposers to submit the seven items listed above with their initial bids or initial responses to negotiated procurements. RTA will enter this data into the USDOT designated system, as deemed applicable, no later than December 1 following the fiscal year in which the relevant contract was awarded.

As it pertains to design-build or other alternative delivery procurements/contracting where subcontracts will be solicited throughout the contract period as defined in a DBE Performance Plan pursuant to [§ 26.53\(e\)](#), RTA will enter the data into the USDOT designated system, as deemed applicable, no later than December 1 following the fiscal year in which the design-build Contractor or other alternative delivery Contractor awards the relevant subcontract(s).

It should also be noted that a notice in all RTA solicitations is widely disseminated, requesting all firms interested in quoting on subcontracts with RTA to report information directly to the recipient.

#### **2.1.1.6 RTA and Contractor Assurances (Section 26.13)**

The RTA has signed the following assurances, applicable to all USDOT-assisted contracts and their administration:

##### **2.1.1.6.1 Assurance: 26.13(a)**

The RTA will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or the administration of its DBE Program or the requirements of 49 CFR Part 26. The recipient must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The RTA's DBE Program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms must be treated as a violation of this agreement. Upon notification to the RTA of any failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

This language will appear in financial assistance agreements with subrecipients and be used verbatim in every USDOT-assisted contract and subcontract.

#### 2.1.1.6.2 Contract Assurance: 26.13(b)

Additionally, the RTA will ensure that the following clause is placed in every USDOT-assisted contract and subcontract:

##### 2.1.1.6.2.1 *Disadvantaged Business Enterprise Assurance*

In accordance with 49 CFR Part 26.13(a), the Contractor, Subrecipient, or Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor must carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-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 the recipient deems appropriate, which may include, but is not limited to:

- Withholding monthly progress payments
- Assessing sanctions
- Liquidated damages
- Disqualifying the Contractor from future bidding as non-responsible



## 3. Administrative Requirements (Subpart B)

### 3.1 DBE PROGRAM UPDATES (SECTION 26.21)

As a FTA Tier I grant recipient that receives and/or awards more than \$670,000 or more in FTA planning capital, and or operating assistance in a federal fiscal year, the RTA will carry out this program with all DBE requirements/provisions as deemed applicable, until all funds from USDOT financial assistance have been expended, and will provide updates to USDOT regarding any significant changes to the program.

### 3.2 DBE POLICY STATEMENT (SECTION 26.23)

The Policy Statement is set forth on page 3 of this DBE Program.

### 3.3 DBE LIAISON OFFICER (DBELO) (SECTION 26.25)

The RTA has designated the following individual as its DBELO:

Melanie Piana, RTA Program Director  
1001 Woodward Avenue, Suite 1400  
Detroit, MI 48226  
(313) 402-1020 Office  
[mpiana@rtamichigan.org](mailto:mpiana@rtamichigan.org)

In the event that Ms. Piana no longer serves in the capacity of DBE Coordinator, her successor will assume the role of DBELO.

In this capacity, the DBELO is responsible for implementing all aspects of the DBE Program and ensuring that the RTA complies with all provisions of 49 CFR Part 26. The DBELO has direct, independent access to the RTA leadership concerning DBE Program matters. An organization chart displaying the DBELO's position in the organization is found in Attachment 1 of this DBE Program.

The DBELO is responsible for developing, implementing and monitoring the DBE Program, in coordination with other appropriate officials. The DBELO is currently supported by an internal Procurements and Contracts Manager and supplemented by Consultant/Contractor staff with extensive experience and background in civil rights

compliance, particularly the DBE Program and regulations as defined under 49 CFR Part 26, to ensure proper and effective administration of the RTA DBE Program Plan. The duties and responsibilities of the DBELO include:

- Gathering and reporting statistical data and other information as required by USDOT.
- Reviewing third-party contracts and purchase requisitions for compliance with this program.
- Working with all applicable RTA staff to review the overall annual goals attainment and set the overall triennial goals and/or project-specific goals.
- Ensuring that bid notices and requests for proposals are available to DBEs in a timely manner.
- Identifying contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract-specific goals).
- Analyzing RTA's progress toward attainment and identifies ways to improve progress.
- Participating in pre-bid meetings.
- Advising the Chief Executive Officer (CEO)/Board of Directors on DBE matters and achievement.
- Referring DBEs to the Michigan Unified Certification Program staff to seek information and assistance in the DBE certification process, preparing bids, obtaining bonding and insurance.
- Participating in DBE training seminars.
- Acting as the RTA's Liaison to the Uniform Certification Program (UCP), in the state of Michigan.
- Providing outreach to DBEs and community organizations to advise them of third-party contracting opportunities with RTA.
- Ensuring that RTA's DBE Program is narrowly tailored in accordance with applicable laws and regulations.
- Assisting RTA in removing barriers so DBEs can compete fairly on RTA's USDOT-assisted contracts.

- Taking proper steps to investigate and address any acts that compromise the integrity of the DBE Program and notifying the appropriate authorities of perceived violations of the DBE Program abuse.

### 3.4 DBE FINANCIAL INSTITUTIONS (SECTION 26.27)

It is the policy of the RTA to (1) investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, (2) make reasonable efforts to use these institutions, and (3) encourage Prime Contractors on USDOT-assisted contract to make use of these institutions. RTA has made the following efforts to identify and use such institutions.

The RTA reviewed the Federal Reserve listing for minority-owned banks and determined that there were three operating within the RTA region:

- First Independence Bank: 1001 Woodward Avenue, Detroit, Michigan
- Lotus Bank: 44350 Twelve Mile Road, Novi, Michigan 48377 and 37000 Grand River Ave #100, Farmington Hills, Michigan 48335
- Liberty Bank and Trust: 9108 Woodward Ave, Detroit, Michigan 48202

Information on the availability of such institutions can be obtained from RTA's DBELO. The RTA will also reevaluate the availability of DBE financial institutions every three years.

#### 3.4.1 Prompt Payment Mechanisms (Section 26.29)

The RTA ensures that the following clause is placed in every USDOT-assisted contract and subcontract:

- **Prompt Payment.** The Prime Contractor agrees to pay each Subcontractor under this agreement for satisfactory performance of its subcontract no later than fourteen (14) calendar days from the receipt of each payment the Contractor receives from the RTA. A delay in or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the RTA. This clause applies to both DBE and non-DBE Subcontractors.

The Contractor's approval of its Subcontractors (DBEs and non-DBEs) invoices must not be unreasonably delayed, and the Contractor must approve or reject them with

written notice of deficiency or dispute to the payee Subcontractor (DBE and non-DBE) within 10 days of the Contractor's receipt of invoice.

Failure to comply with these prompt payment requirements is a breach of this agreement which may lead to any remedies permitted under law, including, but not limited to, suspension of payment and/or termination or cancellation of contract. In addition, Contractor's failure to promptly pay its Subcontractors is subject to the provisions of Section 9 of the Local Government Prompt Payment Act (50 ILCS 505/9).

RTA will use Part F.2.1 of the RTA DBE Procurement and contract requirements found under Attachment 6 of this DBE Program Plan for guidance on RTA's ongoing compliance with prompt payment provisions. Additionally, RTA will use monthly prompt payment found under Attachment 5 of this DBE Program Plan to monitor ongoing compliance with prompt payment requirements.

### **3.4.2 Retainage 26.29(b, and c)**

In accordance with 49 CFR Part 26.29, RTA has selected the method described in 49 CFR Part 26.29(b)(3) to comply with the requirement of this section for all USDOT-assisted contracts. For such USDOT contracts, RTA may elect to hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within fourteen (14) days after your payment to the prime contractor.

The Prime Contractor agrees to return retainage payments to each Subcontractor within fourteen (14) days after the Subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the RTA. This clause applies to both DBE and non-DBE subcontracts. A Subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a Subcontractor covered by that acceptance is deemed to be satisfactorily completed.

### **3.4.3 Prompt Payment Monitoring and Enforcement 26.29 (d)**

The RTA has established the following mechanisms to monitor and enforce that prompt payment and return of retainage is in fact occurring.

RTA's Prompt Payment Mechanisms/Provisions are considered flow-down provisions that all RTA's Contractors must include in all its USDOT-assisted contracts, as deemed applicable. RTA will monitor its Contractors to ensure that they insert RTA's Prompt Payment Mechanisms/Provisions of this section into all their subcontract agreements and ensure that all Subcontractor(s) and lower-tiered Subcontractors (DBEs and non-DBEs) insert the provisions of this section into their agreements. Unless approved by RTA, the Contractor's failure to comply with this section is a material breach of the Contract.

On a monthly basis, Prime Contractors will be required to submit reports of its payments to all Subcontractors (DBEs and non-DBEs) to RTA, using applicable forms/reporting mechanisms as designated by RTA. The Contractors must ensure that all their Subcontractors (DBEs and non-DBEs) at every tier submit to RTA a monthly report of their receipt of payments from the Contractor, using applicable forms/reporting mechanisms as designated by RTA. All reports must be submitted to the RTA's designated staff/consultant.

If RTA determines that the Prime Contractor has failed to comply with the prompt payment provisions and the release of retainage provisions set forth in the contract, it may give RTA just cause to impose one or more of the following penalties, until the required payment(s) to the Subcontractor(s) (DBEs and non-DBEs) is satisfied, unless RTA has given prior written approval to the Contractor for the delay or postponement of payment(s):

1. Withhold payments to the Contractor until the Contractor and/or higher-tier Subcontractor(s) pay the full amount determined to be owed to the Subcontractor.
2. Disqualify the Contractor from future bidding on RTA contracts as non-responsible.
3. Work with the Subcontractor to enforce any pertinent payment bond.
4. Pay the Subcontractor directly and deduct the amount from any retainage or monies owed by RTA to the Contractor.
5. Provide notice of default to the Contractor, stating the potential for termination or suspension of the contract, in whole or in part.
6. Issue a stop-work order until the Subcontractor is paid, which order must

constitute an unauthorized delay under the contract that could result in liquidated damages for delay against the Contractor.

#### **3.4.4 Directory (Section 26.31)**

The RTA utilizes the State of Michigan's Unified Certification Program directory to identify all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE. The directory may be found using the following link: <http://mdotjboss.state.mi.us/UCP/HomePageServlet>.

##### **3.4.4.1 Overconcentration (Section 26.33)**

The RTA has not identified that overconcentration exists in the types of work that DBEs perform. The RTA will reevaluate if overconcentration exists every three years to determine if there are any patterns of overconcentration or if there is a potential impact on non-DBEs. RTA may also review its bids'/proposals' evaluations to determine if additional information exists that may demonstrate a pattern of overconcentration based on the types of work packages solicited/advertised. DBE overconcentration analysis will be completed as a component of the overall triennial DBE goal.

If RTA determines that overconcentration exists in a specific trade/work area, RTA will seek approval of this determination from USDOT prior to disallowing DBE participation credit for firms providing services in an area determined to be overconcentrated with DBE participation for that type of work.

RTA may also consider varying the use of contract goals to ensure that non-DBEs are not unfairly prevented from competing for subcontract opportunities on USDOT-assisted contracts.

##### **3.4.4.2 Business Development Programs (Section 26.35)**

The RTA has not established a business development program. RTA coordinates with the Michigan Department of Transportation, which has a robust business development program. RTA will evaluate the need for such a program annually as the overall size of the RTA program expands.

##### **3.4.4.3 Monitoring And Enforcement Mechanisms (PART 26.37)**

The RTA will engage in the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26:

- Bring to the attention of the USDOT any false, fraudulent, or dishonest conduct

in connection with the Program, so that USDOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in Part 26.109.

- Consider similar actions under state legal authorities, including negative responsibility determinations on future contracts, removal of firms from certain qualified lists, and recommending firms' DBE or small business certifications be revoked.
- Require Prime Contractors to maintain records and documents of payments to DBE and small business Subcontractors for three years following the performance of any contract, and further require that these records and documents will be made available for inspection upon request by any authorized representative of RTA or USDOT.
- Monitor compliance and verify that work committed to DBEs and small businesses at contract award is actually performed by those DBEs and small businesses. This will be accomplished by requiring Prime Contractors to submit DBE subcontract agreements/purchase orders and periodic DBE reports, reviewing and tracking all invoices received and keeping records of all payments made to DBEs and small businesses.
- Certifying that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is actually performed by the DBE in which the work was committed.
- Perform a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is performed by the DBEs. RTA will require Prime Contractors and DBE Subcontractors to complete monthly reports for payments made to DBEs and non-DBE Subs to assist in the notification and identification of compliance issues. RTA will review both the DBE and non-DBE concerns regardless of their tier to ensure that there is full compliance with the DBE Program regulations. On an ongoing basis, throughout the entire course of a contract, RTA will perform Commercially Useful Functions (CUF) and written certifications to ensure that it has reviewed contracting records, monitored work sites if/when applicable and verified that work committed to DBEs are being performed by DBEs, as well as ensuring DBE participation are being counted properly.



- Maintain a running tally of actual payments to DBE firms for work committed to them at the time of contract award. RTA will review, evaluate, and make corrective action recommendations for the implementation of any approved supportive services or business development programs agreed to in the contract between RTA and the Prime and the Prime and its DBE Subcontractors and lower tier DBE Subcontractors.
- Perform interim audits of contract payments to DBEs and small businesses, which will review payments to Subcontractors to ensure that the amount actually paid to those Subcontractors (a) equals or exceeds the dollar amounts stated in the derivation of cost proposal and (b) are made in a timely manner.
- Provide professional development opportunities to the DBELO, as necessary, to ensure that the RTA maintains competent compliance professionals.

#### **3.4.4.4 FOSTERING SMALL BUSINESS PARTICIPATION (Section 26.39)**

RTA is committed to ensuring that small businesses are offered an equal opportunity to participate in the contracting and procurement process. The Fostering Small Business Program does not replace the DBE Program or otherwise operate as a substitute for the DBE Program. It operates as a race- and gender-neutral tool that may assist small businesses, including DBEs, to participate more fully in USDOT's contracting opportunities.

This Fostering Small Business Program will not be used to discriminate against any company or groups of companies. It is designed to include all segments of the business community and is open to participation without regard to race, color, sex, religion, national or ethnic origin, age disability or geographic location.

RTA fosters small business participation by providing race-neutral contracting opportunities to small businesses. Small businesses are defined as those firms that:

- Meet the U.S. Small Business Administration small business size standards as defined pursuant to Section 3 of the Small Business Act and Small Business Administration regulations (13 CFR Part 121).
- Do not exceed the cap on average annual gross receipts specified in §26.65(b).
- Whose owner(s) personal net worth does not exceed the DBE Program personal net worth size limit.

On all RTA prime contracts not having DBE contract goals, RTA will encourage that the Prime Contractors provide subcontracting opportunities to small businesses,



including DBEs, rather than self-performing all contract work.

SBE contracts are not restricted to any contract. SBE contracts are a subset within the DBE Program; therefore, any contract opportunity funded through RTA will be evaluated as a candidate for a SBE contract. SBE contracts can be prime contracts or subcontracts.

RTA's strategies for fostering small business participation include:

- Providing race-neutral contracting opportunities to small businesses,
- Seeking/providing outreach to small businesses through collaboration with partner agencies,
- Providing opportunities for minority/female owned small businesses to apply for DBE certification as part of the procurement process.

Additional mechanisms that RTA may use to actively foster small business participation and to facilitate competition by small business concerns may include:

- Unbundling – RTA will evaluate the subcontracting opportunities of its Prime Contractors to facilitate/encourage unbundling of large subcontracts on a case-by-case basis.
- SBE Set-Aside – RTA may, at its sole discretion, establish a race-neutral small business set-aside for certain projects/packages for Prime contracting with DBEs/SBEs certified with Michigan UCP. RTA will consider the nature of the scope, contracting opportunities, historical data, and the pool of available DBEs/SBEs certified with Michigan UCP, to determine if this is feasible and suitable.
- Multiyear Design-Build or Mega Contracts – RTA may, at its sole discretion, require Bidders/Proposers on the prime contract to specify elements of the contract or specific contracts that are of a size that small businesses can reasonably perform be structured for competition or awarded to DBEs/SBEs.

RTA will encourage Bidders/Proposers to pursue subcontracting, mentoring, joint venturing, teaming, and partnering opportunities with DBE and SBE firms in the ordinary course of its business/teaming strategies. Bidders/Proposers are encouraged to create a level playing field to the maximum practical extent consistent with the objectives and requirements of USDOT's Fostering Small Business Participation as defined under DBE regulations codified as 49 CFR Part 20.39.

RTA will monitor and track participation by SBEs on federally funded projects. Only small businesses that are also certified as DBEs will be counted, as race-neutral participation, towards the RTA's overall DBE goal and/or RTA's project-specific goal. Participation by SBEs who are not certified as DBEs will be tracked, but not reported to the FTA.

## 4. Goals, Good Faith Efforts, and Counting (Subpart C)

### 4.1 SET-ASIDES OR QUOTAS (SECTION 26.43)

The RTA does not use quotas in any way in the administration of this DBE Program.

### 4.2 OVERALL GOAL AND PUBLIC PARTICIPATION (SECTION 26.45) AND (SECTION 26.47(C)(3)(II))

The RTA's overall triennial DBE goal and any RTA's project-specific stand-alone DBE goal will be submitted in TrAMS and via email if deemed necessary. This section of the DBE Program as required under 49 CFR Part 26.45 will be updated on a triennial basis and evaluated annually to determine progress toward meeting the overall triennial goal requirements. Any RTA's project-specific stand-alone DBE goal will be evaluated annually as well as on an ongoing basis during the term of each contract awarded within the project.

In accordance with Section 26.45(f) RTA will submit its overall triennial DBE goal to USDOT every three years on August 1. RTA's consultation process on the proposed overall triennial DBE goal will include scheduled, direct, and interactive exchange (e.g., face-to-face meeting, video conference, teleconference, etc.) with as many stakeholders as possible. The stakeholders may include representation from all known available local ethnic Chambers of Commerce, minority and female business organizations and associations, the DBE and non-DBE community doing business with or interested in doing business with RTA, to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and RTA's efforts to establish a level playing field for the participation of DBEs.

In accordance with Section 26.45(f) RTA will also submit any project-specific stand-alone DBE goal to USDOT on August 1, or by a date designated by USDOT. RTA's consultation process on any proposed project-specific stand-alone DBE goal will include scheduled, direct, and interactive exchange (e.g., face-to-face meeting, video conference, teleconference, etc.) with as many stakeholders as possible. The stakeholders may include representation from all known available local ethnic Chambers of Commerce, minority and female business organizations and

associations, the DBE and non-DBE community doing business with or interested in doing business with RTA, to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and RTA's efforts to establish a level playing field for the participation of DBEs.

Following this consultation of both, RTA's overall triennial DBE goal and/or any RTA project-specific stand-alone DBE goal, RTA will publish notice(s) of the proposed goal(s), informing the public that the proposed goal(s) and its rationale will be available for inspection during normal business hours at RTA's Headquarters located at 1001 Woodward Avenue, Suite 1400, Detroit, Michigan 48226 for 30 days following the date of the notice(s), and informing the public that RTA and USDOT will accept comments on the goals for 30 days from the date of the notice(s). Such notice(s) will at a minimum be published on RTA's website. RTA may also elect to publish the notice(s) of the goal in newspapers, available minority- focus media, trade publications and other available stakeholder websites, if deemed necessary at RTA's sole discretion. As per DBE regulations, RTA will normally make every effort to issue this notice(s) by June 1, the year the triennial DBE goal methodology is due and/or any project-specific stand-alone DBE goal as designated by RTA. The notice(s) will include addresses to which comments may be sent and addresses (including offices and websites) where the proposed RTA's overall triennial DBE goal and/or any project-specific stand-alone DBE goal may be reviewed.

RTA's overall triennial DBE goal and/or any RTA project-specific stand-alone DBE goal submission to USDOT will include a summary of information and comments received during the public participation process and RTA's responses, if any.

RTA will begin using its overall triennial DBE goal on October 1 of each year unless it receives other instructions from USDOT. If RTA establishes any project-specific stand-alone DBE goal, RTA will begin using its goal by the time of the first solicitation for a USDOT-assisted contract for the project unless it receives other instructions from USDOT.

The overall goal and any project-specific stand-alone DBE goal will follow the federal fiscal year reporting cycle which starts October 1 and ends September 30. The reports will be due to the FTA on a semiannual basis (June 1 and December 1) using the *Uniform Report of DBE Commitments/Awards and Payments*.

If the awards and commitments shown on RTA's *Uniform Report of DBE Commitments/Awards and Payments* for both the overall goal and any project-

specific stand-alone DBE goal at the end of any federal fiscal year are less than the overall goal / project-specific stand-alone goal applicable to that fiscal year, RTA will:

1. Analyze in detail the reason for the difference between the overall goal and the actual awards/commitments.
2. Establish specific steps and milestones to correct the problems identified in the analysis.
3. Maintain information and records regarding the analysis and efforts made for three years and make it available to the FTA on request for review.

RTA will complete and retain a copy of its Shortfall Analysis and corrective action plan as per 49 CFR Part 26.47(c)(3)(ii) by December 28 of each year the DBE goal is not met. If/when the DBE goal is not met, at its own discretion, RTA may upload any DBE Shortfall Analysis and corrective action plan in TrAMS for recordkeeping purposes.

The Shortfall Analysis must contain the DBE goal attainment for the applicable federal fiscal year, reasons why the DBE goal was not met and a corrective action plan/schedule with specific steps and milestones to correct any shortfall or deficiencies associated with the overall goal or project-specific stand-alone goal analysis so that RTA is able to meet fully the goal in the new federal fiscal year or before the completion of a project-specific stand-alone goal.

Per 49 CFR Part 26.51 (f) RTA will ensure that its DBE Program continues to be narrowly tailored to overcome the effects of discrimination. If RTA determines based on its projection that it will likely exceed its overall goal, RTA will reduce or eliminate the use of race-conscious contract goals for that year. Additionally, if RTA obtains DBE participation that exceeds its overall goal in two consecutive years through the use of contract goals (i.e., not through the use of race-neutral means alone), RTA will reduce the use of contract goals proportionately in the following year in accordance with 49 CFR Part 26.51. RTA will continuously monitor the use of contract goals at contract award.

### **4.3 TRANSIT VEHICLE MANUFACTURERS (SECTION 26.49)**

RTA will require each Transit Vehicle Manufacturers (TVMs), as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements to certify that it has complied with the requirements of 49 CFR Section 26.49, including the establishment of an annual overall DBE participation goal that has been submitted to

the FTA for concurrence. Each TVM must complete and submit in its bid or proposal a DBE certification form acknowledging it has complied with this section and a concurred overall DBE goal on file with the FTA. The following is a link for eligible TVMs on the FTA's website: <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-transit-vehicle-manufacturers>. RTA will use the following link: <https://www.surveymonkey.com/r/vehicleawardreportsurvey> to report the required information and submit to the FTA. Within 30 days of becoming contractually required to procure a transit vehicle, RTA will submit to the FTA the name of the successful Bidder/Proposer, and the federal share of the contractual commitment at the time. The TVMs will be required to submit copies of their monthly DBE payment reports and all other documentation directly to USDOT.

In the event RTA will need to purchase vehicles from an entity that is not an eligible TVM, (for example, ferry purchases), RTA will seek the approval from USDOT prior to making such purchases and the contract will be included in the RTA's triennial goal methodology or a project-specific stand-alone goal as deemed applicable.

RTA will not include the amount of FTA assistance used in transit vehicle procurements in the base amount from which RTA's overall goal is established.

#### **4.3.1 Breakout of Estimated Race-Neutral and Race-Conscious (Section 26.51 (a-c))**

The breakout of estimated race-neutral and race-conscious participation for RTA's overall triennial DBE goal will be submitted in TrAMS to the FTA.

In addition to Fostering Small Business Program, RTA will consider the following race-neutral means to meet its overall DBE triennial goal:

1. Networking and outreach workshops customized to encourage and enhance relationships between DBEs and non-DBEs.
2. Developing relationship with bonding assistance entities to support DBE participation.
3. Periodically collaborating with other government entities and provide outreach and supportive services to DBEs/potential DBEs. These initiatives are applicable to the needs of the DBE community working on federally funded procurements.

## **4.4 CONTRACT GOALS (SECTION 26.51 (D-G))**

Contract goals are established so that, over the period to which RTA's overall triennial DBE goal applies, they will cumulatively result in meeting any portion of its overall triennial DBE goal that is not projected to be met through the use of race-neutral means.

The RTA will use contract goals to meet any portion of the overall DBE goal that it does not anticipate being able to meet through the use of race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of the overall goal that is not projected to be met through the use of race-neutral means. These contract goals will only be utilized on contracts that have subcontracting possibilities, and the size of any particular contract goals, if any, will be adapted to the circumstances of each contract (i.e., type and location of work, availability of DBEs to perform the particular type of work). When utilized, the RTA will express contract goals as a percentage of the total amount of the contract.

## **4.5 GOOD FAITH EFFORTS PROCEDURES (SECTION 26.53)**

In those instances where a contract-specific DBE goal is included in a procurement/solicitation, RTA will not award the contract to a Bidder who does not either (1) meet the contract goal with verified, countable DBE participation; or (2) documents it has made adequate good faith efforts to meet the DBE contract goal, even though it was unable to do so. It is the obligation of the Bidder to demonstrate that it has made sufficient good faith efforts prior to submission of its bid.

The RTA treats the Bidder's compliance with good faith efforts requirements as a matter of responsiveness. The Bidder can demonstrate its compliance either by documenting that it has secured sufficient DBE participation or documenting that it made sufficient good faith efforts to meet the DBE contract goal or a combination of the two. Determination of the sufficiency of good faith efforts must be determined by the guidance found in Appendix A of 49 CFR 26.

The Procurement Administrator is responsible for determining whether a Bidder who has not met a contract goal has documented sufficient good faith efforts to be regarded as responsible. In each case in which the RTA determines the Bidder has documented good faith efforts, the RTA will have ensured that all information



submitted by the Bidder was complete, accurate, and clearly sufficient to document the Bidder's good faith efforts as outlined in the guidance found in Appendix A to Part 26. Guidance concerning the evaluation of good faith efforts made by Bidder/Offerors to adequately meet contracts goals can be found in Appendix D.

Each procurement for which a contract goal has been established will require the Bidders/Offerors to submit the following documentation at the time of submission:

1. The names and addresses of DBEs that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE;
4. Written and signed documentation of a commitment to use any DBE Contractor it submits to meet a contract goal; and
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the Bidder's commitment.

It should be noted that for each DBE listed as a regular dealer or distributor, RTA will make a preliminary counting determination to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies. RTA's preliminary determination will be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a CUF will be consistent with the preliminary counting of such participation. If the DBE supplier does not affirm that its participation will meet the specific requirements of either a regular dealer or distributor, RTA will make appropriate adjustments in counting such participation toward the Bidder's good faith efforts to meet the contract goal. The Bidder/Proposer is responsible for verifying that the information provided by the DBE supplier is consistent with the counting of such participation toward the contract goal.

If the Bidder/Proposer does not meet the DBE goal or is able to meet only part of the DBE goal assigned to the contract, the Bidder/Proposer must document adequate good faith efforts. Appendix A to 49 CFR Part 26 clearly states, "this means that the Bidder/Proposer must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful." RTA will follow the



good faith efforts procedures set forth under 49 CFR Part 26.53 when a Bidder/Proposer does not meet the DBE goal. Additionally, Bidders/Proposers are expected to document and provide documentation to support adequate/sufficient good faith efforts to meet the DBE goal. As per 49 CFR Part 26, the kinds of efforts that are considered demonstrative of “good faith” efforts include, but are not limited to, the following:

1. Whether the Bidders/Proposers solicited through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Bidders/Proposers must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidders/Proposers must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
2. Whether the Bidders/Proposers selected portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Prime Contractor might otherwise prefer to perform these work items with its own forces.
3. Whether the Bidders/Proposers provided interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
4. Whether the Bidders/Proposers negotiated in good faith with interested DBEs. It is the Bidder's/Proposer's responsibility to make a portion of the work available to DBE Subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE Subcontractors and suppliers, so as to facilitate DBE participation. The fact that a Bidder/Proposer may perform 100 percent of the work with its own workforce is not sufficient justification to fail to negotiate with DBEs or to not meet the DBE participation goal assigned to a project.
5. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

6. Whether the Bidders/Proposers made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
7. Whether the Bidders/Proposers made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
8. Whether the Bidders/Proposers effectively used the services of available minority/women community organizations, Contractors' groups and other organizations to provide assistance in the recruitment and placement of DBEs, including RTA.
9. Bidders/Proposers are required to submit copies of each DBE and non-DBE Subcontractor quotes submitted to them when a non-DBE Subcontractor was selected over a DBE for work on the contract—so that RTA can review whether DBE prices were substantially higher—and contact the DBEs listed on a Contractor's solicitation to inquire as to whether they were contacted by the Prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts. A Bidder/Proposer will not be deemed to demonstrate good faith if it rejects a DBE simply because it is not the low Bidder/Proposer or if it is unable to find a replacement DBE at the original price. It is important to note that a complete good faith efforts procedure is described under 49 CFR §26.53 for further guidance and review.

To award a contract to a Bidder/Proposer that has failed to meet the DBE goal, RTA will decide whether the Contractor made good faith efforts to actively, effectively, and aggressively seek DBEs to meet those goals prior to bid/proposal submission. Contractors are also responsible for collecting good faith efforts documentation of all major non-DBE Subcontractors/suppliers as part of their responsibility to implement the DBE Program. If, after reviewing the good faith efforts documentation submitted by the Bidder/Proposer, RTA determines that good faith efforts were met, the contract will be recommended for award to the responsive Bidder/Proposer.

If RTA determines that the apparent successful Bidder/Proposer has failed to meet the DBE goal or make adequate/sufficient good faith efforts, before awarding the contract, RTA will provide the Bidder/Proposer an opportunity for administrative reconsideration Administrative Reconsideration (Section 26.53(d))

Within 14 days of being informed by the RTA that it is not responsible because it has not documented sufficient good faith efforts, a Bidder may request administrative reconsideration. To do so, Bidders must make this request in writing to the following reconsideration official: Executive Director, Regional Transportation Authority, 1001 Woodward Avenue, Detroit, Michigan 48226, (313) 402-1020. The Executive Director is the Reconsideration Officer for the Agency. If the ED played any role in the original determination that the Bidder did not document sufficient good faith efforts, the reconsideration officer for that procurement must be the Chairman of the Executive and Policy Committee, Mr. David Massaron.

As part of this reconsideration, the Bidder will have the opportunity to provide written documentation or argument concerning the issue of whether it met the contract goal through participation, good faith efforts, or both. Any written documentation or argument must explain the good faith efforts made by the Bidder at the time of submission and evidence of efforts made subsequent to submission will not be considered. Upon request, the Bidder will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it made good faith efforts to meet the contract goal. Upon reaching a determination, the reconsideration official will send the Bidder a written determination on reconsideration, explaining the basis for finding that the Bidder did or did not exercise good faith efforts to meet the contract goal. This determination must be final, and the reconsideration process is not administratively appealable to the USDOT.

#### **4.5.1.1 DBE Requirements/Provisions for Design-Build, Progressive Design-Build, Turnkey, Construction Manager / General Contractor, or any other Alternative Method Solicitation**

In an alternative delivery method contracting procurement, in which RTA solicits proposals to design and build a project with very minimal-project details at time of letting, RTA may choose, at its sole discretion to establish a DBE goal that proposers must meet by submitting a DBE Open-Ended DBE Performance Plan (OEPP) with the proposal. The OEPP replaces the requirement to provide the DBE information that is mandatory with the traditional design-bid-build solicitations, such as the names and addresses of DBEs that will participate in the contract, description of the work that each DBE will perform, dollar amount of the participation of each DBE, etc.

In an alternative delivery method contracting procurement, to be considered responsive, the proposer will be required to submit to RTA at the time of proposal submission an OEPP that includes a commitment to meet the goal and provide details

of the types of subcontracting work or services (with projected dollar amount) that the proposer will solicit DBEs to perform. The OEPP must include an estimated time frame in which actual DBE subcontracts would be executed. Once the alternative delivery contract is awarded,

RTA will perform ongoing monitoring and oversight to evaluate whether the alternative delivery Contractor is using ongoing good faith efforts to comply with their initial OEPP and schedule. RTA may choose, at its sole discretion, to make written revisions of the OEPP throughout the life of the project, e.g., replacing the type of work items the alternative delivery Contractor will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the alternative delivery Contractor continues to use good faith efforts to meet the goal and/or honor their initial DBE participation commitment.

#### **4.5.2 Sample RFP Specifications**

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the RTA to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all Bidders/Offerors, including those who qualify as a DBE. A DBE contract goal of \_ percent has been established for this contract. The Bidder/Offeror must make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

The Bidder/Offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the Bidder/Offeror's commitment to use a DBE Subcontractor whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under; and (6) if the contract goal is not met, evidence of good faith efforts.

#### **4.5.3 Good Faith Efforts When a DBE Is Replaced, Substituted, Terminated or Removed or Scope of Work Is Reduced During a Contract (Section 26.53 (f))**

The RTA requires that Prime Contractors not terminate a DBE Subcontractor listed on a bid/contract with a DBE contract goal and/or DBE participation without the RTA's prior written consent. Prior written consent will only be provided where there is "good cause" for termination of the DBE firm, as established by Section 26.53(f)(3) of the DBE regulation.

Before transmitting to the RTA its request to terminate, the Prime Contractor must give notice in writing to the DBE of its intent to do so. A copy of this notice must be provided to the RTA prior to consideration of the request to terminate. The DBE will then have five days to respond and advise the RTA of why it objects to the proposed termination.

In those instances where "good cause" exists to terminate a DBE's contract, the RTA will require that the Prime Contractor make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE. Prime Contractor must show that it took all necessary and reasonable steps to find another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal RTA has established for the project. 49 CFR Part 26.53 must serve as the criteria for evaluating compliance with the good faith efforts requirements. Additionally, Contractors are required to solicit the support and assistance of RTA DBE staff if they are unable to meet the DBE participation goal assigned to the contract. If a DBE is unable or unwilling to perform, the Prime Contractor must notify the DBELO immediately and provide reasonable documentation of the same.

The Contractor must document the good faith efforts. If RTA requests documentation under this provision, Contractor must submit the documentation to RTA within seven days, which may be extended for an additional seven days, if necessary, at the request of the Contractor. RTA must provide a written determination to the Contractor stating whether good faith efforts have been demonstrated.

In any situation described above, the RTA will require the Prime Contractor (a) to obtain RTA's prior approval of any substitute DBE, and (b) to provide copies of new or amended subcontracts or documentation of good faith efforts.

#### 4.5.3.1 Counting DBE Participation (Section 26.55)

The RTA will count DBE participation toward overall and contract goals as provided in Part 26.55.

For the purposes of complying with 49 CFR Part 26.55(f), RTA will comply and apply the following provisions:

According to 49 CFR Part 26.55(f), if “a firm is not currently certified as a DBE...at the time of the execution of the contract, do not count the firm’s participation toward any DBE Goals.” As per 49 CFR Part 26.81(c), in order to receive DBE credit toward meeting a contract goal in the context of the prime contract award process, a DBE firm must be certified before the due date for bids or offers on the prime contract.

Notwithstanding, there may be situations after the award of the prime contract, however, in which it is appropriate to count DBE credit for the use of a DBE Subcontractor certified after the prime contract is executed. To be eligible to obtain DBE credit, a DBE Subcontractor must be certified before the subcontract on which it is working is executed. This is very typical of design-build or other alternative method procurements when the project is multiyear and separated into different segments and the Prime is making ongoing efforts to bring new DBE Subcontractors on the project. Under these circumstances, it is acceptable to count DBE participation by a firm that was not certified at the time the prime contract was executed, however, the DBE Subcontractor was later certified prior to the subcontract on which it is working is executed.

#### **Firm Ceased to be Certified as a DBE**

For the purposes of complying with 49 CFR Part 26.87, RTA will comply and apply the following provisions:

1. When RTA award(s) a contract to a Prime Contractor and the Prime Contractor has made a commitment to using an ineligible DBE firm, or RTA has made a commitment to using a DBE Prime Contractor, but a subcontract or contract has not been executed before the state of Michigan UCP issues the decertification notice, the ineligible DBE firm does not count toward the contract goal or RTA’s overall goal. RTA will direct the Prime Contractor to meet the contract goal with an eligible DBE firm or demonstrate to RTA that it has made a good faith effort to do so.
2. If a Prime Contractor has executed a subcontract with a DBE firm on an RTA contract, before the state of Michigan UCP notifies the DBE firm of its ineligibility, the Prime Contractor may continue to use the DBE firm on the contract and may continue to receive credit



toward its DBE goal for the firm's work. In this case, or in a case where RTA has advertised a prime contract to the DBE that was later ruled ineligible, the portion of the ineligible DBE firm's performance of the contract remaining after the state of Michigan UCP issued the notice of its ineligibility must not count toward RTA's overall goal but may count toward the contract goal.

- Exception: If the DBE's ineligibility is caused solely by its having exceeded the size standard during the performance of RTA contract, RTA may continue to count its participation on that contract toward overall and contract goals.

The DBE goal applies to the total value of all work performed under the contract which includes the value of all change orders, amendments and modifications. To count DBE participation toward the DBE goal established for the contract, the proposed DBE(s) must be certified as a DBE(s) with the state of Michigan UCP under the appropriate NAICS code that coincides with the scope of work that they will execute on the project/contract. Additionally, the DBE firm must be certified as a DBE and perform a CUF. DBE certification does not, however, constitute a representation or warranty by RTA as to the qualification of any listed firm. In accordance with 49 CFR Part 26, RTA will require the total DBE participation commitment to be achieved in accordance with the following:

- (a) When a DBE participates in a contract, RTA counts only the value of the work actually performed by the DBE toward DBE goals.
  - (1) RTA will count the entire amount of that portion of a construction contract that is performed by the DBE's own forces. That includes the cost of supplies and materials obtained by the DBE for the work of the contract, any supplies purchased, or equipment leased by the DBE (except supplies and equipment the DBE Subcontractor purchases or leases from the Prime Contractor or its affiliate).
  - (2) RTA will count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of the contract, toward DBE goals, if RTA determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - (3) RTA will count DBE work performed by DBE Prime Contractors for self-performance toward meeting the DBE goal, only for the scope of work that they

are certified in as a DBE and at a percentage level they will actually be performing themselves with their own forces.

(4) Work that is performed by DBEs is deemed to include the cost of materials and supplies purchased and equipment leased by the DBE from non-DBE sources. Work subcontracted can only count if the Subcontractor is another eligible DBE.

(5) When a DBE performs as a participant in a joint venture, RTA will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

(6) RTA will count expenditures to a DBE Contractor toward DBE goals only if the DBE is performing a CUF on that contract.

(7) A DBE performs a CUF when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, RTA must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work they are performing, and the DBE credit claimed for its performance of the work, and other relevant factors.

(8) Each DBE must perform a CUF to be counted toward the DBE goal and at least 30 percent of the work must be performed by a DBE of the total cost of its contract for the DBE to be presumed to be performing a CUF.

(9) A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, RTA will examine similar transactions, particularly those in which DBEs do not participate.

(10) When a DBE is presumed not to be performing a CUF, the DBE may present evidence to rebut this presumption. RTA may determine that the firm is



performing a CUF given the type of work involved and normal industry practices.

(b) RTA will use the following factors in determining whether a DBE trucking company is performing a CUF:

(1) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

(2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

(3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

(4) The DBE may also lease trucks from non-DBE firms. RTA uses the option that permits limited DBE credit to be obtained for the use of trucks leased from non-DBE sources. This option permits counting of credit for the use of non-DBE trucks not to exceed the value of transportation services on the contract provided by DBE trucks. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE-owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.

(5) The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

(6) A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

(c) RTA will count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

(1) If the materials or supplies are obtained from a DBE manufacturer, RTA will count one hundred (100) percent of the cost of the materials or supplies toward DBE goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

(2) If the materials or supplies are purchased from a DBE Regular Dealer, RTA will count sixty (60) percent of the cost of the materials or supplies toward DBE goals. For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

(3) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment must be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(4) A DBE supplier of items that are not typically stocked due to their unique characteristics (e.g., limited shelf life or items ordered to specification) will also be considered in the same manner as a regular dealer of bulk items as described in the preceding paragraph above. If the DBE supplier of these items does not own or lease distribution equipment, as described above, it will not be considered a regular dealer.

(5) If the materials or supplies are purchased from a DBE distributor that neither maintains sufficient inventory nor uses its own distribution equipment for the products in question, RTA will count 40 percent of the cost of materials or supplies (including transportation costs). A DBE distributor is an established business that engages in the regular sale or lease of the items specified by the contract. A DBE distributor assumes responsibility for the items it purchases once they leave the point of origin (e.g., a manufacturer's facility), making it liable for any loss or damage not covered by the carrier's insurance. A DBE

distributor performs a CUF when it demonstrates ownership of the items in question and assumes all risk for loss or damage during transportation, evidenced by the terms of the purchase order or a bill of lading from a third party, indicating Free on Board (FOB) at the point of origin or similar terms that transfer responsibility of the items in question to the DBE distributor. If these conditions are met, DBE distributors may receive 40 percent for drop-shipped items. Terms that transfer liability to the distributor at the delivery destination (e.g., FOB destination), or deliveries made or arranged by the manufacturer or another seller do not satisfy this requirement.

(6) Per 49 CFR Part 26.53(c)(1), RTA will use the DBE Regular Dealer/Distributor Affirmation Form found under Attachment (X) of this DBE Program to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for sixty (60) or forty (40) percent credit respectively, of the cost of the materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor as defined under 49 CFR Part 26.55(e)(2)(iv)(A),(B),(C) and under this contract. RTA will use one or a combination of the following methods as deemed applicable/necessary to make a preliminary counting determination for each DBE listed as a regular dealer or distributor on this bid/proposal/contract:

- » Request that the DBE Regular Dealer/Distributor Affirmation Form be completed by the DBE firm, signed, and dated by both the Prime and the DBE and submitted with the bid/proposal.
- » Request that the DBE Regular Dealer/Distributor Affirmation Form be completed by the DBE firm, signed, and dated by both the Prime and the DBE and submitted to RTA after the bid/proposal submission, but prior to contract award/execution.
- » When Primes add DBE regular dealers or distributors after the contract award, request that the DBE Regular Dealer/Distributor Affirmation Form be completed by the DBE firm, signed, and dated by both the Prime and the DBE and submitted to RTA.

The DBE Regular Dealer/Distributor Affirmation Form must be accompanied by the Bidder's/Proposer's/Contractor's DBE commitment, DBE contract or purchase order showing materials the DBE Regular Dealer or distributor will be supplying. The DBE Regular Dealer/Distributor Affirmation Form and all associated required documents is

subject to RTA's evaluation and approval. RTA will review and make a preliminary determination based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of CUF will be consistent with the preliminary counting of such participation. RTA may elect, at its sole discretion to perform an on-site visit/virtual site visit and request any additional information deemed applicable and/or necessary to make a determination.

(7) Manufacturers' representatives, brokers, packagers or other persons who arrange or expedite transactions are not regular dealers and must be counted in the same manner as brokers; and

in utilizing the DBE participation of a Broker, only the bona fide fees and or commissions earned by them for their performance of a CUF will count toward meeting the project goals. The Bidder/Proposer/Contractor must separate the bona fide brokerage fees and or commissions from the actual cost of the supplies or materials provided to determine the actual dollar amount of participation that can be counted towards meeting the goal.

RTA will not count the participation of a DBE Subcontractor toward a Contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

#### **4.5.3.2 DBE Race-Neutral Participation**

For the purposes of RTA's processes, race-neutral DBE participation will be counted, tracked and reported/submitted to the FTA in TrAMS on the Uniform Report of DBE Commitments/Awards and Payments for the RTA's overall goal and any project-specific stand-alone goal. Race-neutral DBE participation includes anytime a DBE:

- Wins a prime contract through customary bidding procedures,
- Is awarded a subcontract on a prime contract that does not carry a DBE goal,
- Wins a subcontract from a Prime Contractor that did not consider its DBE status in making the award (e.g., a Prime Contractor that uses a strict low bid system to award subcontracts), and
- Was added to the project after the contract award for scope beyond the DBE goal attainment.

## 5. Certification Standards and Procedures (Subparts D, E)

### 5.1 CERTIFICATION (SECTIONS 26.61-26.91)

The RTA relies upon the DBE certifications issued pursuant to the Michigan Unified Certification Program, as discussed above under the heading DIRECTORY (PART 26.31).

The RTA is a member of the Michigan Unified Certification Program. The Michigan Unified Certification Program will meet all of the requirements of this section. The RTA will use and count for DBE credit only those DBE firms certified by the Michigan UCP.

For information about the certification process or to apply for DBE certification, firms or individuals should contact the Michigan UCP at:

<https://mdotjboss.state.mi.us/MUCPWeb/>

Any firm or complainant may appeal a Michigan UCP's decision in a certification matter to USDOT. Such appeals may be sent to:

U.S. Department of Transportation, Office of Civil Rights Certification Appeals  
Branch  
1200 New Jersey Avenue  
SE West Building, 7<sup>th</sup> Floor  
Washington, D.C. 20590

## 6. Compliance and Enforcement

### 6.1 INFORMATION. CONFIDENTIALITY. COOPERATION. (SECTION 26.109)

The RTA follows procedures to safeguard from disclosure to third parties' information that is confidential, consistent with federal, state, and local law, including the Michigan Freedom of Information Act (FOIA). All information will be subject to disclosure under FOIA.

Notwithstanding any contrary provisions of federal, state, or local law, the RTA will not release personal, or business financial information submitted in response to the personal net worth requirement to a third party (other than USDOT) without the written consent of the submitter.

All participants of the RTA DBE Program (including, but not limited to, recipients, Subrecipients, DBE firms, complainants, and appellants as well as Contractors using DBE firms to meet the goals) are required to cooperate with USDOT fully and promptly and RTA's compliance reviews, investigations, and other requests for information. Failure to do so, will be grounds for appropriate action against the party involved (e.g., with respect to recipient and /Subrecipients: a finding of non-compliance; with respect to a complainant or appellant: dismissal of the complaint or appeal; with respect to a Contractor: findings of non-responsibility for future contracts and/or debarment or suspension).

RTA, Subrecipients, and its Contractors, as well as any participants of RTA's DBE Program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any way in an investigation, proceeding, or hearing under this part. RTA is aware and understands that it is in non-compliance with 49 CFR Part 26 if it violates this prohibition.

#### 6.1.1 Monitoring Payments to DBEs

RTA will require Prime Contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract unless a longer time is set forth in the contract. These records will be made available for inspection upon request by any authorized representative of RTA or FTA. This reporting

requirement also extends to any certified DBE or lower tier Subcontractors.

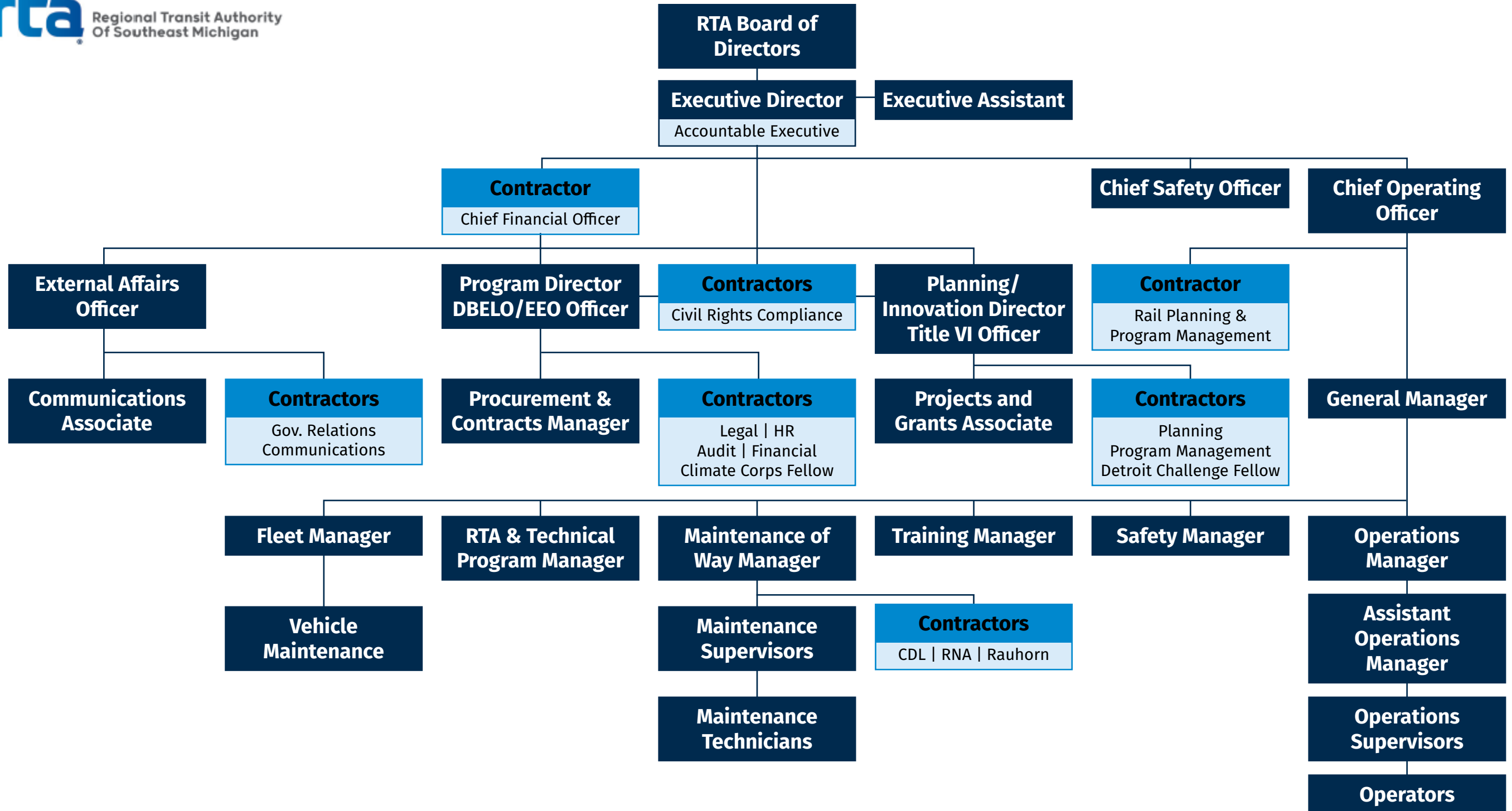
RTA will perform interim audits of contract payments to DBEs. The audits will review payments to DBE Subcontractors to ensure that the actual amounts paid to DBE Subcontractors equals or exceeds the dollar amounts stated in the DBE Forms G and H, found under Attachments **5** and **6** of this DBE Program. RTA will monitor payments to DBEs and Non-DBE Subcontractors on a monthly basis by reviewing Monthly Prime and Subcontractor reports found under Attachment 9 of this DBE Program. RTA will perform compliance monitoring, CUF, and written certification reviews on an ongoing basis. CUF review forms can be found under Attachment 8 of this DBE Program. Additionally, RTA will ensure that the dollar amount/value of payments credited to DBE participation corresponds to the DBE Program requirements and counting provisions of this DBE Program. Additionally, the Prompt Payment Monitoring, Complaints, and Dispute Resolution Procedures can be found under Attachment 6 of this DBE Program.

Currently, RTA does not have any subrecipients. However, if RTA acquires any subrecipients in the future, RTA will monitor its subrecipients on an ongoing basis to ensure full compliance with the DBE Program. RTA's Subrecipients will be required to collect, maintain, and report to RTA on a monthly basis a running tally of actual payments to DBE firms for work committed to them at the time of contract award. RTA will audit subrecipient projects periodically to ensure that DBE participation is being monitored and DBE goals and commitments are on track and in compliance with the DBE regulations.

# Attachments

## ATTACHMENT 1: RTA ORGANIZATION CHART





## ATTACHMENT 2: DBE DIRECTORY

RTA uses the Michigan Unified Certification Program (MUCP) directory identifying all firms eligible to participate as DBEs. The MUCP maintains DBE directories. For each certified DBE, the directories list the firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE. RTA will cooperate with the MUCP to provide performance related information to ensure proper certification of DBEs. MUCP maintain a directory identifying all firms eligible to participate as DBEs, which contains all the elements required by 49 CFR Part 26.31. The following is a link to MUCP to DBE searchable database - <http://mdotjboss.state.mi.us/UCP/>

## **ATTACHMENT 3: MONITORING AND ENFORCEMENT MECHANISMS/LEGAL REMEDIES**

Pursuant to the terms of RTA's contracts, failure by the Contractor to comply with or implement Disadvantaged Business Enterprise (DBE) requirements is a material breach of a RTA contract, which may result in the termination of this contract or such other remedy as RTA deems necessary. These legal remedies may include, but is not limited to:

1. Withhold payments to the Contractor until the Contractor and/or higher-tier Subcontractor(s) pay the full amount determined to be owed to the Subcontractor.
2. Disqualify the Contractor from future bidding on RTA contracts as non-responsible.
3. Work with the Subcontractor to enforce any pertinent payment bond.
4. Pay the Subcontractor directly and deduct the amount from any retainage or monies owed by RTA to the Contractor.
5. Provide notice of default to the Contractor, stating the potential for termination or suspension of the contract, in whole or in part.
6. Issue a stop-work order until the Subcontractor is paid, which order must constitute an unauthorized delay under the contract that could result in liquidated damages for delay against the Contractor.

In addition, the federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE Program, including, but not limited to, the following:

- Suspension or debarment proceedings pursuant to 49 CFR Part 26.31, 49 CFR Part 26.81, 49 CFR Part 26.87, 2 CFR Part 180.300-330 and 2 CFR Part 1200.
- Enforcement action pursuant to 49 CFR Part 31.
- Prosecution pursuant to 18 United States Code 1001.

## **ATTACHMENT 4: GOAL SETTING METHODOLOGY (FEDERAL FISCAL YEAR [FFY] 2023–2025)**



**Regional Transit Authority  
Of Southeast Michigan**

**DISADVANTAGED  
BUSINESS ENTERPRISE  
GOAL METHODOLOGY:  
2023-2025**

UPDATED: OCTOBER SEPTEMBER 2022

David Massaron  
Chairman, Board Of Directors

# REVISION LOG

Revision Name:	Adopted On:	Update Notes:
<b>Original</b>	May 19, 2016	Updated to reflect staff changes and other RTA updates and added 2017- 2019 DBE goals
<b>Updated (Version 2)</b>	November 18, 2018	Updated to reflect staff changes and other RTA updates and added 2020- 2022 DBE goals
<b>Update (Version 3)</b>	October 20, 2022	Updated to reflect staff changes and other RTA updates and added 2023- 2025 DBE goals
<b>Updated (Version 4)</b>	<b>September, 2024</b>	<b>Updated to reflect staff changes, remove the RTA's 2023-2025 DBE Goal Methodology from the RTA's DBE Program Plan. Upload the RTA's 2023-2025 DBE Goal Methodology into TrAMS as a stand-alone document and not as part of the DBE Program Plan</b>

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# DBE Goals

## OVERALL GOAL CALCULATION (26.45)

### FISCAL YEARS 2023 – 2025

As required in 49 CFR Part 26 of the Code of Federal Regulations, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs, the Regional Transit Authority (RTA) of Southeast Michigan has completed its triennial review and set an overall goal for Disadvantaged Business Enterprise (DBE) participation for Fiscal Years (FYs) 2023 – 2025 contracts funded in whole or in part with Federal Transit Administration (FTA) funds. The recommended goal of 8.20% attained through 5.31% from race neutral participation and 2.89% from race-conscious measures reflects the relative availability of DBEs to participate in contracts and procurements projected by the RTA of Southeast Michigan.

The term “Marketplace” is defined as businesses located in the State of Michigan, that are both Disadvantaged Business Enterprises (DBE) and Non-Disadvantaged Business Enterprises, who are ready, willing and able to participate in RTA of Southeast Michigan contracts.

In accordance with 49 CFR Section 26.45, RTA’s proposed goal will be published in media outlets.

## METHODOLOGY

RTA considered a two-step process defined below to determine its DBE participation goal for FY2023-2025.

### STEP 1) Determine the Base Figure for the overall goal:

- Calculate the relative availability of DBEs to perform the types of work forecasted by RTA of Southeast Michigan.
- Weight the respective contract dollars to be expended in each type of federally- assisted project or procurement.
- Determine the weighted DBE relative availability in the projected types of work.
- Aggregate the weighted availability figures to determine the base figure.

### STEP 2) Adjustments to the Base Figure:



- Due to the difference in types of projects and projected costs of projects, the RTA will be making no adjustments to the Base Figure based on historical data or disparity studies.

Additionally, the methodology includes an explanation of how the forecasted overall goal will be achieved.

## Goal Calculation for FY2023-2025

### STEP 1) Determine the Base Figure for the Overall Goal

The RTA of Southeast Michigan determined that the Michigan Unified Certification Program (MUCP) database of Michigan DBEs and the 2020 United States (U.S.) Census Bureau data for Michigan provided relevant and reliable data to assess RTA's marketplace availability to DBEs operating within the state, and for identifying DBEs capable of completing or contributing to future RTA opportunities. This approach was taken for the following reasons:

- All DBEs certified to work in Michigan are tracked by type of work and by their approved North American Industry Classification System (NAICS) codes on the web- based MUCP database located at <https://mdotjboss.state.mi.us/MUCPWeb/>
- The U.S. 2020 Economic Census data provides economy-wide statistics for Michigan, including the number of vendors by NAICS code on both a state-wide and county-wide basis. The statewide data serves as the RTA coverage area for the DBE calculation.

The RTA's core services that are funded with partial/full federal funding is currently and anticipated during the triennial period to be limited to communications, public relations, engineering, planning/landscape architecture, consulting, accounting/payroll, and environmental consulting services. As such the following NAICS codes were used to determine the base figure for RTA services:

541840	Media Representatives
541820	Public Relations
541330	Engineering
541320	Landscape Architectural Services
541611	General Management Consulting Services

541199	All Other Legal Services
541211	Offices of Certified Public Accountants
541214	Payroll Services
541219	Other Accounting Services
541620	Environmental Consulting Services

Table 1.0 lists the number of DBE firms willing and able to work in the market area for the defined RTA practice areas listed in the MUCP. Table 1.0 also lists the overall firms willing and able to work in the RTA coverage area defined by 2020 Census Data.

**Table 1.0 DBE & Total Firms Working in the RTA Market Area**

Base Goal Calculation (FY2023-FY2025)		A	B
NAICS Code	Project description	# of DBE ONLY firms willing and able to work in market area (Statewide)	# of overall firms willing and able to work in market area (Statewide)
541840	Media representatives	7	18
541820	Public Relations	17	128
541330	Engineering	42	1738
541320	Landscape Architecture Services	7	113
541611	General Management Consulting Services	70	1473
541199	All Other Legal Services	1	145
541211	Offices of Certified Public Accountants	5	1404
541214	Payroll Services	3	194
541219	Other Accounting Services	10	1101
541620	Environmental Consulting Services	18	198
<b>Total</b>		<b>180</b>	<b>6512</b>

The following section provides a breakdown of available work for each of these areas:

- a) **Media Representatives** - For the defined triennial period, the RTA anticipates using \$182,500 of federal dollars for communications services. This amount represents 2.13% of RTA's total projected FTA budget. The DBE relative availability for Media

Representatives is 38.89%. The weighted DBE relative availability for this project is 0.83%. **(see Table 2.0)**

- b) **Public Relations** - An estimated \$386,363 is projected for FTA-assisted public relations opportunities during the defined period. This amount represents 4.51% of RTA's total projected FTA budget. The DBE relative availability for Public Relations projects is 13.28%. The weighted DBE relative availability for Public Relations Projects is 0.60%. **(See Table 2.0)**
- c) **Engineering** - An estimated \$3,500,000 is projected for FTA-assisted Engineering Activities, representing 40.86% of RTA's total projected FTA budget. The DBE relative availability for Engineering Activities is 2.42%. The weighted DBE relative availability for Engineering Activities is 0.99%. **(See Table 2.0)**
- d) **Planning/Landscape Architecture** - An estimated \$2,000,000 is projected for FTA-assisted Landscape Architecture activities, representing 23.35% of RTA's total projected FTA budget. The DBE relative availability for Engineering Activities is 6.19%. The weighted DBE relative availability for Landscape Architecture is 1.45%. **(See Table 2.0)**
- e) **General Management Consulting Services** - An estimated \$788,600 is projected for FTA-assisted General Management Consulting Services, representing 9.81% of RTA's total projected FTA budget. The DBE relative availability for Engineering Activities is 4.75%. The weighted DBE relative availability for Engineering Activities is 0.44%. **(See Table 2.0)**
- f) **All Other Legal Services** - An estimated \$159,181 is projected for FTA-assisted Legal Services, representing 1.86% of RTA's total projected FTA budget. The DBE relative availability for Legal Services is 0.69%. The weighted DBE relative availability for Legal Services is 0.01%. **(See Table 2.0)**
- g) **Offices of CPAs** - An estimated \$463,635 is projected for FTA-assisted CPA activities, representing 5.41% of RTA's total projected FTA budget. The DBE relative availability for CPA activities is 0.36%. The weighted DBE relative availability for CPA activities is 0.02%. **(See Table 2.0)**
- h) **Payroll Services** - An estimated \$36,000 is projected for FTA-assisted Payroll Services activities, representing 0.42% of RTA's total projected FTA budget. The DBE relative availability for Payroll Services activities is 1.55%. The weighted DBE relative availability for Payroll Services activities is 0.01%. **(See Table 2.0)**

- i) **Other Accounting Services** - An estimated \$49,028 is projected for FTA-assisted activities identified as other accounting services representing 0.57% of RTA's total projected FTA budget. The DBE relative availability for other accounting activities is 0.91%. The weighted DBE relative availability for other accounting activities is 0.01%. **(See Table 2.0)**
- j) **Environmental Consulting Services** - An estimated \$1,000,000 is projected for FTA-assisted Environmental Consulting activities, representing 11.68% of RTA's total projected FTA budget. The DBE relative availability for Environmental Consulting activities is 9.09%. The weighted DBE relative availability for Environmental Consulting activities is 1.06%. **(See Table 2.0)**

**Table 2.0 Anticipated RTA Availabilities**

Base Goal Calculation (FY2023-FY2025)		A	B	C	D	E	F
NAICS Code	Project description	# of DBE ONLY firms willing and able to work in market area (Statewide)	# of overall firms willing and able to work in market area (Statewide)	# DBE firms / # all Firms (A/B)	Step 1 FTA Contracting opportunities	Step 1 Weighted % Contract (D / Total Contract Value)	Step 1 Weighted % DBE Goal (C x E)
541840	Media representatives	7	18	38.89%	\$182,500	2.13%	0.83%
541820	Public Relations	17	128	13.28%	\$386,363	4.51%	0.60%
541330	Engineering	42	1738	2.42%	\$3,500,000	40.86%	0.99%
541320	Landscape Architecture Services	7	113	6.19%	\$2,000,000	23.35%	1.45%
541611	General Management Consulting Services	70	1473	4.75%	\$788,600	9.21%	0.44%
541199	All other legal services	1	145	0.69%	\$159,181	1.86%	0.01%
541211	Offices of certified public accountants	5	1404	0.36%	\$463,635	5.41%	0.02%
541214	Payroll services	3	194	1.55%	\$36,000	0.42%	0.01%
541219	Other accounting services	10	1101	0.91%	\$49,028	0.57%	0.01%
541620	Environmental consulting services	18	198	9.09%	\$1,000,000	11.68%	1.06%
	<b>Total</b>	<b>180</b>	<b>6512</b>		<b>\$8,565,307</b>	<b>100.00%</b>	<b>5.40%</b>

2.76%

Goal Without Weighting

5.40%

Weighted Goal

Based on the above data, the Step One base figure for FTA-assisted funds was calculated to be 8.26%. **(See Table 3.0)**

**Table 3.0 Step One Baes Figure – Projected weighted dollar value x DBE relative availability = Weighted DBE relative availability**

Types of Work Forecast for FY2023 – 2025	Weighted DBE Relative Availability
Media Representatives	0.83%
Public Relations	0.60%
Engineering	0.99%
Landscape Architecture	1.45%
General Management Consulting Services	0.44%
All other legal services	0.01%
Offices of CPAs	0.02%
Payroll Services	0.01%
Other Accounting Services	0.01%
Environmental Consulting Services	1.06%
<b>FTA Step One Base Figure (Sum of Types of Work)</b>	<b>5.40%</b>

## STEP 2: Adjustments to the Base Figure

RTA made adjustments to the base figure based on historical data, using information about past participation. The past DBE participation median for FY 2020–2022 was 11%, and averaged with the weighted base figure (5.40%) the adjusted goal comes out to 8.20%. This number was not adjusted for a disparity study because none have been conducted in the region.

## RTA has set a DBE goal of 8.20% for FY2023–2025 RECOMMENDATION for RACE-NEUTRAL (RN) MEANS

The RTA expects to meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation. We estimate that in meeting the overall goal of **8.20%**, the RTA of Southeast Michigan will obtain **5.31%** from race neutral participation and **2.89%** from race-conscious measures.

The following is a summary of the basis of our estimated breakout of race-neutral and race-conscious DBE participation:

- In the previous triennial period, the RTA's DBE goal was 8.26% of which 4.51% was projected to be obtained from race-neutral participation and 3.75 through race-conscious measures.

- During this period, the RTA had an actual DBE participation of 11.00% of which 7.12% was race neutral.

The RTA will consistently examine the effectiveness of using race-neutral means to ensure proper DBE participation and will continue to evaluate the rational for establishing a race neutral goal.

## OUTREACH TO MINORITY AND WOMEN'S GROUPS

The RTA conducted consultation with the following minority, women's, and business organizations were coordinated with when establishing the RTA's DBE goals. RTA sent correspondence out to the following groups to seek input on the FY2023 – 2025 goal. Consultation is intended to review the proposed overall DBE goal, receive comments, to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and help the RTA build long-term contracting relationships with DBEs in the market area. In addition, staff commits to participate in local events in the upcoming year to increase awareness of future RTA opportunities including those identified below.

- Detroit Chamber of Commerce
- Great Lakes Women's Business Council
- Michigan Association for Female Entrepreneurs
- Michigan Hispanic Chamber of Commerce
- Michigan Department of Transportation
- Including participation in MDOT's Annual DBE Conference
- Southwest Detroit Business Association
- Conference of Minority Transportation Officials
- Women Impacting Public Policy
- The RTA will also hold pre-bid conferences on all proposed contracts over \$100,000. The RTA will invite DBEs certified by the Michigan Unified Certification Program (MUCP) to attend the pre- bid/proposal meetings where they can network with prime contractors, and request clarification on any questions that they may have concerning future RTA opportunities.

The RTA attends the Michigan Department of Transportation's DBE conference and presents upcoming projects to DBE vendors, as well as networks with DBEs interested in bidding on RTA projects. RTA staff also attend Michigan Unified Certification Program (MUCP) quarterly meetings. The meetings are attended by DBE certifying agencies and other FTA covered entities in the State of Michigan. During these meetings any changes to the FTA's DBE program are discussed, along with any ongoing DBE program related issues entities are experiencing.

## MEDIA

RTA's announcement of its proposed DBE participation goal for FY2023 – 2025 will be published in the following media sources:

- The Michigan Chronicle
- Detroit News/Detroit Free Press

Web sites:

- [www.rtamichigan.org](http://www.rtamichigan.org)

## OUTREACH COMMUNICATIONS

Public Notice:

### **RTA of Southeast Michigan Proposed DBE Goals for FY 2023 – FY2025**

The Regional Transit Authority of Southeast Michigan (RTA) has established a goal of **8.20%** for its Disadvantaged Business Enterprises (DBE) Program for fiscal years 2023 through FY 2025.

This goal will be attained through **5.31%** from race neutral participation and **2.89%** from race- conscious measures which reflects the relative availability of DBEs to participate in contracts and procurements projected by the RTA.

The proposed goal and its methodology have been developed in accordance with the Federal Transit Administration's regulations 49 CFR Part 26.

The goal and the methodology used to develop it are available for inspection from 8:30 a.m. to 4:30 p.m. Monday through Friday at RTA's offices located at 1001 Woodward Avenue, Suite 1400, Detroit, Michigan. These materials will be available for 30 days following the date of this notice.

The RTA will accept comments on the goal for 45 days from the date of this notice. Inquiries may be directed to the following:

### **RTA of Southeast Michigan**

1001 Woodward Avenue, Suite 1400

Detroit, Michigan 48226

Or e-mail to: [info@rtamichigan.org](mailto:info@rtamichigan.org)



## **ATTACHMENT 5: RTA DBE PROCUREMENT FORMS**

- Form F – Prime Affidavit/DBE Utilization/DBE Commitment
- Form F-1 – DBE Prime Affidavit/DBE Utilization/DBE Commitment
- Form G – DBE Schedule of Participation
- Form H – DBE Letter of Intent
- Form I – DBE Good Faith Efforts
- Form J – DBE Solicitation Statistics
- DBE Regular Dealer/Distributor Affirmation Form

RTA DBE PROCUREMENT FORM

**DBE FORM F - Prime Affidavit/DBE Utilization/DBE Commitment**

**THIS FORM MUST BE COMPLETED BY ALL PRIME BIDDERS/PROPOSERS TO INDICATE THEIR PERCENTAGE OF DBE UTILIZATION AND GOOD FAITH EFFORTS COMMITMENT.**

RTA has specified a \_\_\_\_\_% DBE Participation goal on this project.

THIS BIDDER/PROPOSER IS COMMITTED TO MEETING \_\_\_\_\_% DBE PARTICIPATION/UTILIZATION IN THIS CONTRACT.

Per 49 CFR Part 26 Bidder/Proposers must make adequate good faith efforts to meet this goal to be deemed as a responsive Bidder/Proposer. Award of the contract will be conditioned on meeting the requirements of this section.

**The undersigned Bidder/Proposer hereby agrees and understands that they must comply with their DBE commitments utilization in this project in conformity with the Requirements, Terms, and Conditions of the DBE Procurement and Contract Requirements.**

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING STATEMENTS ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF

\_\_\_\_\_ TO MAKE THIS AFFIDAVIT.

(Name of Business Entity)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Affiant Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Affiant's Signature)

State of \_\_\_\_\_:

City and County of \_\_\_\_\_:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing Affidavit, and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

My Commission Expires: \_\_\_\_\_

(Notary Public) (SEAL)

**DBE FORM F-1 - DBE Prime Affidavit/DBE Utilization/DBE Prime Commitment**

**THIS FORM MUST BE COMPLETED ONLY BY DBE PRIME BIDDERS/PROPOSERS TO INDICATE THEIR PERCENTAGE OF DBE UTILIZATION /COMMITMENT.**

RTA has specified a \_\_\_\_\_% DBE Participation goal on this project.

THIS BIDDER/PROPOSER IS COMMITTED TO MEETING \_\_\_\_\_% DBE PARTICIPATION/UTILIZATION IN THIS CONTRACT.

Per 49 CFR Part 26 Bidder/Proposers must make adequate good faith efforts to meet this goal to be deemed as a responsive Bidder/Proposer. Award of the contract will be conditioned on meeting the requirements of this section.

**The undersigned Bidder/Proposer hereby agrees and understands that they must comply with their DBE utilization/ good faith efforts commitments in this project in conformity with the Requirements, Terms, and Conditions of the DBE Procurement and Contract Requirements.**

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING STATEMENTS ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF

\_\_\_\_\_ TO MAKE THIS AFFIDAVIT.

(Name of Business Entity)

\_\_\_\_\_  
(Date) (Affiant Print Name) (Title)

\_\_\_\_\_  
(Affiant's Signature)

State of \_\_\_\_\_:

City and County of \_\_\_\_\_:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing Affidavit, and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

My Commission Expires: \_\_\_\_\_

(Notary Public) (SEAL)

## DBE FORM G - DBE Schedule of Participation

NAME OF Contractor:

RTA Contract No.

Total Proposed Contract Cost: US \$ \_\_\_\_\_

DBE Firm Name	Address	Type Of Work (Electrical, Paving, etc.) and Contract Items or Part thereof To Be Performed	NAICS code(s)	Projected Start & Completion Dates for DBE	Agreed Price To Be Paid To DBE/Anticipated

1. Please list all DBEs involved on the contract including the Prime Contractor if it is a DBE. All DBEs listed on this form must be properly certified under the NAICS code(s) that coincides with the scope of work they will execute in this project. Work performed by DBEs for which they are not certified to perform will not count towards the DBE participation and/commitments. A current DBE certification for each listed DBE recorded on this schedule from the MUCP must accompany this form. Failure to provide proof of current DBE certification from MUCP for any or all listed DBEs will eliminate such listed DBE's participation, and work performed by such DBE will not count towards meeting the DBE participation and/commitments. If additional pages are required to list all contracted DBEs, photocopy this form as required to make a complete list.

2. Contracts with DBEs for materials or supplies will be counted toward the DBE goal as follows:

- Materials or supplies obtained from a DBE manufacturer will be counted at 100% toward the DBE goal/commitment.
- Materials or supplies obtained from a DBE regular dealer will be counted at 60% toward the DBE goals. Please refer to 49 CFR §26.55 for specifics with respect to how DBE participation is counted toward DBE goal.
- Materials or supplies obtained from a DBE Distributor will be counted at 40% toward the DBE goals. Please refer to 49 CFR §26.55 for specifics with respect to how DBE participation is counted toward DBE goal; and
- Materials or supplies obtained from a DBE broker firm only fees/commission will be counted toward the DBE goal.

After award of this contract, DBEs can be added to the DBE Schedule of Participation throughout the course of this contract and in some instances at different phases of this contract. After contract awards, the successful Contractor must obtain approval from RTA prior to adding any new DBEs on this form. RTA

## RTA DBE PROCUREMENT FORM

will only accept and approve new DBE(s) that are currently certified with MUCP under the NAICS code/s that coincides with the scope of work that they will execute in this project.

-----

NAME OF CONTRACTOR

-----

SIGNATURE OF CONTRACTOR & DATE

## DBE FORM H - DBE Letter of Intent

RTA Contract No. \_\_\_\_\_

The undersigned Bidder/Proposer/Contractor intends to engage the undersigned **DBE** to perform work in connection with this Project pursuant to a contract (the **DBE Contract**) between the Contractor and the DBE as [check one]:

☐ an individual

☐ a corporation

☐ a partnership

☐ a joint venture

The DBE status of the undersigned DBE is confirmed on the attached *DBE Schedule of Participation* and represents a company that is certified with the MUCP as of the date on which the DBE Contract is executed.

Type of Work and Contract Items or Part thereof To Be Performed	NAICS Codes	Projected Commencement Date	Projected Completion Date	Agreed Price to be Paid to DBE

\_\_\_\_\_ % of the Dollar value of the DBE Contract will be sublet and/or awarded to non-DBE Contractors and/or non-DBE suppliers. The undersigned Bidder/Proposer/Contractor and the undersigned DBE will enter into a Contract for the above work conditioned upon the Bidder/Proposer's execution of the Contract with RTA.

\_\_\_\_\_  
NAME OF BIDDER/PROPOSER/CONTRACTOR

\_\_\_\_\_  
NAME OF DBE FIRM

\_\_\_\_\_  
PRIME/REPRESENTATIVE

\_\_\_\_\_  
DBE OWNER/REPRESENTATIVE

\_\_\_\_\_  
PRIME ADDRESS

\_\_\_\_\_  
DBE ADDRESS

\_\_\_\_\_  
PRIME EMAIL ADDRESS

\_\_\_\_\_  
DBE EMAIL ADDRESS

\_\_\_\_\_  
PRIME SIGNATURE

\_\_\_\_\_  
DBE SIGNATURE

\_\_\_\_\_  
PRIME TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DBE TITLE

\_\_\_\_\_  
DATE

RTA DBE PROCUREMENT FORM

**DBE FORM I - DBE Good Faith Efforts**

I, \_\_\_\_\_, \_\_\_\_\_,  
Name Title

of \_\_\_\_\_, certify that [the  
Bidder/Proposer/Contractor], made the following efforts to meet the DBE goal on RTA's Contract  
No. \_\_\_\_\_ for the Project:

- *[Please attach any additional efforts and any/all additional pertinent documents you deem appropriate and necessary for documenting the good faith efforts you made to comply with 49 CFR Part 26.53 as part of this procurement]*

- A Bidder's/Proposer's/Contractor's representative attended the pre-bid meeting if applicable.

Yes ☐ No ☐

- Newspaper Advertisement Log: (attach copies of ads)

Newspaper/Publication	Type of Publication Minority/General/Trade	Dates of Advertisement

- Selected portions of the work to be performed by [DBEs]

Work Categories	Type of Bid (Subcontractor or Supplier)	Contractor 's Estimated Budget	Additional Comments

- Made efforts to assist interested DBEs in obtaining bonding, lines of credit, insurance or any necessary equipment, supplies, materials, etc.
- *[List any specific offers made by Bidder/Proposer/Contractor]*

## RTA DBE PROCUREMENT FORM

--

- Solicited the following DBEs.

Date Contacted	Name of DBE Firm	Contact Person	Phone #	Work Category/NAICS codes

- Followed up with initial contacts.

Date	Name of DBE	Phone #	Bidding (Yes or No)	Additional Comments

- Contacted the following other agencies, organizations in recruitment of DBE including RTA:

Date	Organization	Phone #

As shown by the documentation provided to RTA, we feel that we have made adequate good faith efforts to attain the DBE goal but was not successful.

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

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



## RTA DBE PROCUREMENT FORM

### DBE FORM J – SOLICITATION STATISTICS

RTA is required to create and maintain bidder's statistics for all firms bidding as Prime Contractors and bidding or quoting Subcontracts on USDOT assisted projects per 49 CFR Part 26.11. The primary Bidder/Proposer is required to make copies of this form for all their intended subcontractors whether DBE or non-DBE. The primary Bidder/Proposer is required to complete this form for their firm and send copies to each Subcontractor (whether DBE or non-DBE) and require each Subcontractor to complete and submit the completed forms with its subcontract bid documents to the primary Bidder/Proposer. The primary Bidder/Proposer must submit all completed forms with their Bid/Proposal to RTA.

Contract Number: \_\_\_\_\_ Contract Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_ Firm Address Including Zip Code (Office Reporting): \_\_\_\_\_

**Status as a DBE or Non-DBE (check one. If Other, please specify):**

DBE ☐ Non-DBE/Other ☐

**Company Owner(s) Race/Ethnicity and Gender (optional)**

Male ☐ Female ☐ Gender not listed ☐ Prefer not to specify ☐  
 American Indian/Alaska Native ☐ Asian American ☐ Black or African American ☐ Multiracial ☐  
 Hispanic or Latino ☐ Native Hawaiian and Other Pacific Islander ☐ White/Caucasian ☐  
 Other (Please Specify) ☐ Prefer not to specify ☐

**Annual Gross Receipts of the Firm: (check one):**

U.S. \$0 to U.S. \$500,000 ☐ U.S. \$500,001 to U.S. \$1Million ☐  
 U.S. \$1Million to U.S. \$5Million ☐ U.S. \$5Million to U.S. \$10Million ☐  
 U.S. \$10Million to U.S. \$20Million ☐ U.S. \$20Million to U.S. \$30Million ☐  
 U.S. \$30Million to U.S. \$40Million ☐ U.S. \$40Million to U.S. \$50Million ☐  
 Above \$50Million ☐

**Age of the Firm:** \_\_\_\_\_

#### NAICS BID CODE INFORMATION

Enter the applicable North American Industry Classification System (NAICS) codes in the designated area below for products and/or services you desire to provide to RTA. Please refer to the NAICS bid code master list at <https://www.census.gov/naics/>.

Enter all applicable NAICS Bid Codes for your business: \_\_\_\_\_

Enter all applicable NAICS Bid Codes for each scope for each scope of work your firm seeks to perform under this contract:

## RTA DBE PROCUREMENT FORM

Contact Name and Title: \_\_\_\_\_

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

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

## DBE Regular Dealer/Distributor Affirmation

Bidder Name: \_\_\_\_\_

Contract Name/Number: \_\_\_\_\_

Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires RTA/owner to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(iv)(a),(B),(C), and (3) under the contract at issue. The regulation requires RTA's/owner's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. This form may be used by each DBE supplier whose participation is submitted by a bidder for regular dealer or distributor credit on a federally assisted contract with a DBE participation goal. This form may also be used by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to the RTA's/owner's prior evaluation and approval. This form should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying.

DBE Name: \_\_\_\_\_ Total Subcontract/Purchase Order Amount: \_\_\_\_\_

Authorized DBE Representative (Name & Title): \_\_\_\_\_ NAICS Code(s) Related to the Items to be Sold/Leased: \_\_\_\_\_

1. Will all items sold or leased be provided from the on-hand inventory at your establishment? YES ☐ NO ☐

**(If "YES" you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. Stop here. Read and sign the affirmation below. If "NO" Continue.)**

- a) Are you selling bulk items (e.g.,) petroleum products, steel, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characteristics (aka specialty items)?

YES ☐ NO ☐ (If "YES" Go to Question 2. If "NO" Continue.)

RTA PROCUREMENT FORM

- b) Will at least 51% of the items you are selling be provided from inventory maintained at your establishment, and will be minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory?

YES ☐ NO\* ☐ (If "YES" you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. **Stop here. Read and sign the affirmation below.**)

**\*If 1.1.a) and 1.b) above are "NO" your performance on the whole will not satisfy the regular dealer requirements; therefore,, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3 to determine if the items delivered from and by other sources are eligible for Distributor credit.)**

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate? YES ☐ NO^ ☐

**(If "YES" you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. Stop here. Read and sign the affirmation below.**

**^If "NO" your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (Go to Question 3.)**

3. Will the written terms of your purchase order or bill of lading from a third-party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacture's facility)? YES ☐ NO ☐

- a) Will you be using sources other than the manufacturer (or seller) to deliver or arrange delivery of the items sold or leased? YES ☐ NO ☐

**If your responses to 3 and 3.a) are "YES" you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be counted at 40%.**

**If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies may not be counted.**

RTA PROCUREMENT FORM

I affirm that the information I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

---

**Printed Name and Signature of the DBE Owner/Authorized Representative:**

The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder.

---

**Printed Name and Signature of Bidder's Authorized Representative:**

## **ATTACHMENT 6: RTA DBE PROCUREMENT AND CONTRACT REQUIREMENTS**



**Regional Transit Authority  
Of Southeast Michigan**

**Disadvantaged Business  
Enterprise (DBE)  
Procurement and  
Contract Requirements**

OCTOBER 2024

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# APPENDICES

## APPENDIX A – RTA DBE PROCUREMENT FORMS

DBE FORM F - Prime Affidavit/DBE Utilization/DBE Commitment

DBE FORM F-1 - DBE Prime Affidavit/DBE Utilization/DBE Prime Commitment

DBE FORM G - DBE Schedule of Participation

DBE FORM H - DBE Letter of Intent

DBE FORM I - DBE Good Faith Efforts

DBE FORM J - DBE Solicitation Statistics

DBE Regular Dealer/Distributor Affirmation



# Part A.

## Specified Federal Requirements

### RTA'S OBLIGATIONS:

#### Non-Discrimination Requirements (49 CFR Part 26.7)

Per Disadvantaged Business Enterprise ("DBE") Regulations as defined under 49 CFR Part 26.7, the Regional Transit Authority of Southeast Michigan ("RTA") will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE Program, RTA will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, sex, or national origin.

#### DBE CONTRACT ASSURANCE (49 CFR PART 26.13(A))

Per DBE Regulations as defined under 49 CFR Part 26.13(a), RTA will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation ("USDOT")-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. RTA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts.

#### Contractor's Responsibilities:

Contractor shall ensure that the nondiscrimination clause(s) and contract assurances found in Part A under sections A.1 and A.2 of this document as well as the flow-down provisions found in Part F of this document are incorporated in all DBE subcontract Agreements regardless of the tier. Contractor shall also ensure that the nondiscrimination clause(s) and contract assurances found in Part A under the sections A.1 and A.2 of this document as well as the prompt payment provisions found in Part F of this document are incorporated in all non-DBE subcontract Agreements regardless of the tier. The Contractor shall perform its requirements and shall require each DBE Subcontractor regardless of the tier to perform its respective obligations

under this Contract and the Subcontract(s) in accordance with the following requirements.

## **A.1 NON-DISCRIMINATION CLAUSE**

During the Performance of this Contract, the Contractor or Subcontractor:

1. Will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. The Contractor will ensure that equal employment opportunity is afforded to all applicants in recruitment and employment, and that employees are treated fairly, during employment, without regard to their race, color, religion, national origin, sex, disability, or age. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to setting forth provisions of this nondiscrimination clause.
2. Will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability, or age. The Contractor agrees to comply with any regulations promulgated by the Equal Employment Opportunity Commission (“EEOC”), Department of Labor (“DOL”), Office of Federal Contract Compliance Programs (“OFCCP”), Department of Justice (“DOJ”), the State of Michigan’s applicable Revised Statutes and all other relevant state and local laws.

## **A.2 CONTRACT ASSURANCE (49 CFR PART 26.13(B))**

Per DBE Regulations as defined under 49 CFR Part 26.13(b), the following Contract Assurance clause must be used verbatim by all RTA’s Contractor, Subrecipient, or Subcontractor at every tier on all USDOT-assisted contracts:

The Contractor, Subrecipient, or Subcontractor 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 USDOT-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 the RTA deems appropriate, which may include, but is not limited to:

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

## **Part B. Overview of RTA's DBE Program Policy**

RTA has established a DBE Program in accordance with the "USDOT" DBE regulations as defined under 49 CFR Part 26. As a condition for receiving Federal financial assistance, RTA signed assurances that it will comply with the DBE regulations. It is a requirement of the USDOT and the policy of RTA that DBEs be afforded the opportunity to participate in the performance of contracts financed in whole or in part with federal funds from USDOT. Consequently, the DBE requirements of Part 26 apply to this solicitation/contract. It is RTA's intention to create a level playing field on which DBEs can compete fairly for federally funded contracts, to ensure that this DBE Procurement and Contract Requirements is narrowly tailored in accordance with applicable law and regulations; to ensure that only firms that meet the eligibility standards are permitted to participate as DBEs on this contract; and to help remove barriers to participation of DBEs in RTA's contracts and all subcontracts at every tier.

Consistent with RTA's DBE policy, it is the responsibility of all Contractors and Subcontractors who directly or indirectly work on RTA's USDOT funded contracts to ensure full and fair opportunities to DBEs and fully comply with this DBE Procurement and Contract Requirements.

## Part C.

# DBE Goals and Good Faith Efforts Requirements

### PROCUREMENT/SOLICITATION REQUIREMENTS:

The requirements of 49 CFR Part 26, Regulations of the USDOT, apply to this solicitation/contract. It is the policy of RTA to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid/proposal specification/solicitation. These requirements apply to all Bidder/Proposers, including those who qualify as a DBE. A DBE contract goal of [X] percent ([X])% has been established for this contract. The Bidder/Proposer shall make good faith efforts, as defined in Appendix A, under 49 CFR Part 26, to meet the DBE participation goal in the performance of this contract.

For Request for Proposals (RFP) and any best value procurement methods, the contract will be awarded to the responsive proposer or proposers who best meet the Evaluation Criteria, cost and other factors considered. In low bid procurements, the bid will be awarded to the lowest responsive bidder. The specified DBE participation goal applies to all post selection negotiations. Proposer's/Bidder's commitment to the percentage of certified DBE utilization during the term of this contract must be stated in the Prime Affidavit/ DBE Prime Affidavit (DBE Form F/DBE Form F-1). A bidder/proposer who fails or refuses to complete and return all required DBE Forms included in this solicitation will be deemed non-responsive. All post award extensions, amendments, change orders and options of the contract are subject to review by RTA. RTA may determine that a modification may impact successful Contractor's ability to comply with its initial DBE commitment. RTA will evaluate all post award decisions to self- perform scopes of work where DBE availability was present, yet not solicited, not utilized, or disregarded.

#### ***Please Note:***

Sections C.1 and C.2 Requirements: Applies to all Design-Bid-Build solicitations, professional services solicitations and any other types of services Procurements/Solicitations.



Sections C.4 Requirements: Applies to all Design-Build/ Progressive Design-Build/ Turnkey/ CMGC or any other Alternative Method Procurements/Solicitations.

Sections C.5 Requirements: Applies to all Task Order or On-Call Procurements/Solicitations.

To be deemed a responsive Bidder/Proposer and comply with the DBE requirements of 49 CFR Part 26.51, initially, the Bidders/Proposers will be required to make good faith efforts to meet or exceed the specified project DBE participation goal or provide documentation of good faith efforts at the time of the bid/proposal submission. If the Bidders/Proposers commit to making a good faith efforts to meet or exceed the DBE goal identified on this project, they will follow the instructions below in sections C.1. If the Bidders/Proposers are Not Able to meet or exceed the DBE goal, they will follow the good faith efforts instructions as stated in section C.2 of this this DBE Procurement and Contract Requirements. For all Alternative Delivery Procurements, please refer to section C.4 of this document.

## **C.1 INITIAL SOLICITATION GOOD FAITH EFFORTS REQUIREMENTS – WHEN BIDDERS/ PROPOSERS MEET AND/OR EXCEED THE DBE GOAL**

The bidder/proposer can meet the DBE participation goal assigned to this contract by demonstrating and documenting their commitments for participation by DBEs for at least the total percentage of the DBE goal assigned to this contract, or a percentage that exceeds the goal for the project. The Bidder/Proposer must indicate/demonstrate their DBE Utilization/DBE Commitment on the Prime Affidavit/DBE Prime Affidavit (DBE Form F/DBE Form F-1).

RTA requires all bidders/proposers to submit the following information to RTA, under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures:

- a- The names and addresses of each DBE firm that will participate in this contract; (this information will be required in DBE Form G – DBE Schedule of Participation and DBE Form H - DBE Letter of Intent). Please also attach/include a copy of each DBE firm's current certification letter/s or certificate(s) issued by the State of Michigan Unified Certification Program ("MUCP").
- b- Description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract; (this information will be required in DBE Form G – DBE Schedule of Participation and DBE Form H - DBE Letter of Intent).
- c- The dollar amount of each DBE firm included/listed in the solicitation; (this information will be required in DBE Form G – DBE Schedule of Participation and DBE Form H - DBE Letter of Intent).
- d- Written documentation of the bidder's/proposer's commitment to use a DBE Subcontractor whose participation it submits to meet a contract goal; (this information will be required in DBE Form F/F-1 – Prime Affidavit/DBE Prime Affidavit as well as DBE Form H - DBE Letter of Intent).

- e- Written confirmation from each DBE firm listed on the solicitation indicating that it is participating in the contract in the kind and amount of work provided in the bidder's/proposer's commitment. (this information will be required in DBE Form H - DBE Letter of Intent).

## **C.2 INITIAL SOLICITATION GOOD FAITH EFFORTS REQUIREMENTS – WHEN BIDDERS/ PROPOSERS DO NOT MEET THE DBE GOALS**

If the bidder/proposer does not meet the DBE goal or is able to only meet part of the DBE goal established for this contract, the bidder/proposer must document adequate good faith efforts in order to be deemed a responsive Bidder/Proposer. Appendix A to 49 CFR part 26 clearly states, “this means that the Bidder/Proposer must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.”

The following is a list of efforts that Bidders/Proposers must submit as proof of good faith efforts. Please note that these efforts are considered demonstrative of “good faith” efforts within the DBE regulations, however, they do not constitute an exhausted list. Bidders/Proposers will be expected to complete and submit with their bid/proposal the DBE Good Faith Efforts - DBE Form I, to document all their efforts as well as include and/or attach any additional information and efforts as deemed appropriate and or applicable. The following is a list of efforts that are considered demonstrative of “good faith” efforts within the DBE regulations:

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

2. Whether the Bidders/Proposers selected portions of the work to be performed by DBEs to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.
3. Whether the Bidders/Proposers provided interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to the solicitation.
4. Whether the Bidders/Proposers negotiated in good faith with interested DBEs. It is the Bidders'/Proposers' responsibility to make a portion of the work available to DBE Subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE Subcontractors and suppliers, so as to facilitate DBE participation. The fact that Bidders/Proposers may be able to perform 100% of the work with their own workforce is not sufficient justification to fail to negotiate with DBEs or not to meet the DBE participation goal assigned to this project.
5. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
6. Whether the Bidders/Proposers made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by RTA or Bidders/Proposers.
7. Whether the Bidders/Proposers made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
8. Whether the Bidders/Proposers effectively used the services of available minority/women community organizations, Contractors' groups, and other organizations to provide assistance in the recruitment and placement of DBEs.

9. Bidders/Proposers are required to submit copies of each DBE and non-DBE Subcontractor quotes submitted to them when a non-DBE Subcontractor was selected over a DBE for work on the contract so the RTA can review whether DBE prices were substantially higher; and contact the DBEs listed on a Bidder's/Proposer's solicitation to inquire as to whether they were contacted by the Prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts. A Bidder/Proposer will not be deemed to demonstrate good faith if it rejects a DBE simply because it is not the low bidder, or if it is unable to find a replacement DBE at the original price. It is important to note that a complete good faith efforts procedure is described under 49 C.F.R. §26.53 for further guidance and review.

All good faith efforts information must be complete and accurate and adequately documented by the Bidders/Proposers and shall be submitted with the bid/proposal.

To award a contract to a Bidder/Proposer that has failed to meet the DBE goal, RTA will review the good faith efforts submission and decide whether the Bidder/Proposer made a "good faith effort" to actively, effectively, and aggressively seek DBEs to meet the DBE goal prior to proposal submission. The Bidder/Proposer is also responsible for collecting good faith efforts documentation of all major non-DBE Subcontractors/suppliers as part of their responsibility to implement the DBE Program. If, after reviewing the "good faith efforts" documentation submitted by the Bidder/Proposer, RTA determines that good faith efforts were met, the contract will be recommended for award to the responsive Bidder/Proposer.

If RTA determines that the successful Bidder/Proposer has failed to meet the DBE goal or make adequate/sufficient good faith efforts, before awarding the contract, RTA will provide the Bidder/Proposer an opportunity for administrative reconsideration.

### **C.3 ADMINISTRATIVE RECONSIDERATION**

Within fourteen (14) days of being informed by RTA that it is not responsive because it has not documented sufficient good faith efforts, a Bidder/Proposer may request administrative reconsideration. Bidders/Proposers should make this request in writing to the following reconsideration official:

RTA's Executive Director (ED)  
Regional transportation Authority  
1001 Woodward Avenue, Detroit, MI 48226

(313) 402-1020

The CEO is the Reconsideration Officer for RTA. If the CEO played any role in the original determination that the Bidder did not document sufficient good faith efforts, the reconsideration officer for that procurement shall be the Chairman of the Executive and Policy Committee, Mr. David Massaron.

The Reconsideration Official, or their designee, will not have played any role in the original determination that the Bidder/Proposer did not document sufficient good faith efforts per 49 CFR Part 26. If the reconsideration official above is changed, the Bidder/Proposer will be notified in advance by an appropriate RTA staff member.

As part of this reconsideration, the Bidder/Proposer will have the opportunity to provide written documentation or argument concerning the issue of whether it met the contract goal through participation, good faith efforts, or both. Any written documentation or argument must explain the good faith efforts made by the Bidder/Proposer at the time of submission and evidence of efforts made subsequent to submission will not be considered. Upon request, the Bidder/Proposer will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it made good faith efforts to meet the contract goal. Upon reaching a determination, the reconsideration official will send the Bidder/Proposer a written determination on reconsideration, explaining the basis for finding that the Bidder/Proposer did or did not exercise good faith efforts to meet the contract goal. This determination shall be final, and the reconsideration process is not administratively appealable to the Department of Transportation ("DOT").

#### **C.4 DBE REQUIREMENTS/PROVISIONS FOR DESIGN-BUILD/ PROGRESSIVE DESIGN-BUILD/ TURNKEY/ CMGC OR ANY OTHER ALTERNATIVE METHOD SOLICITATION:**

If this project is an Alternative Delivery procurement with a DBE Goal, the proposers must submit a DBE Open-Ended DBE Performance Plan ("OEPP") with their proposal in order to be deemed responsive. The OEPP replaces the requirement to provide the DBE information that is mandatory with the traditional design-bid-build solicitations, such as the names and addresses of DBEs that will participate in the contract, description of the work that each DBE will perform, dollar amount of the participation of each DBE, etc.

In an alternative delivery method contracting procurement, to be considered responsive, the proposer will be required to submit to RTA at the time of proposal submission an OEPP that includes a commitment to meet the goal and provide details of the types of subcontracting work or services (with projected dollar amount) that the proposer will solicit DBEs to perform. The OEPP must include an estimated time frame in which actual DBE subcontracts would be executed. Additionally, the proposer will be required to submit with their proposal a narrative detailing their approach and strategy to their overall DBE utilization and OEPP commitment that is innovative and focused on maximizing opportunities to DBEs. This written narrative should include at a minimum, name of the DBE Manager for the project, outreach strategy, any mentor-protégé relationships, supportive services, etc. It should be noted that the elements of the written narrative listed above are not an exhausted list as creativity, diversity and originality should be part of the approach to the written narrative and the OEPP.

Once the alternative delivery contract is awarded, RTA will perform ongoing monitoring and oversight to evaluate whether the alternative delivery Contractor is using ongoing good faith efforts to comply with their initial OEPP and schedule. RTA may choose, at its sole discretion, to make written revisions of the OEPP throughout the life of the project, e.g., replacing the type of work items the alternative delivery Contractor will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the alternative delivery Contractor continues to use good faith efforts to meet the goal and/or honor their initial DBE participation commitment. Table 1 below represents an example of an OEPP that Proposers will be required to submit with their proposal:

**Table 1. Need title**

DBE Plan Work Activities/DBE Contractor	Time Frame	Estimated Dollar Value for DBE Participation	Anticipated DBE%
<b>Surveying</b>	Year 1, Q1	\$7,500	0.38%
<b>Design Support</b>	Year 1, Q1, Q2	\$5,500	0.25%
<b>Traffic Control</b>	Year 1, Q2, Q3	\$20,000	1.00%
<b>Excavation</b>	Year 1, Q1, Q2	\$67,000	3.38%
<b>Erosion Control</b>	Year 1, Q3, Q4	\$100,000	5.00%
<b>Striping</b>	Year 1, Q1, Q2	\$10,000	0.50%
<b>Landscaping</b>	Year 1, Q1, Q2	\$10,000	0.50%
<b>Sum</b>		\$220,000	11.00%

The successful Contractor will be expected to make good faith efforts to engage, include, and add DBEs to the project on an ongoing basis throughout the duration of this contract. Additionally, each time a Contractor adds a new DBE to the contract, within thirty (30) days prior to a DBE start date on the project, the Contractor must submit to RTA, individual DBE Letters of Intent – Form H along with DBE’s certification with MUCP to ensure that the NAICS code/s coincide/s with the scope of work that the DBE is expected to perform on the project. RTA will review the documents and advise the Contractor if the proposed DBE is properly certified to provide the scope of work as listed on the DBE’s Letter of Intent– Form H. Once RTA approves the DBE, the Contractor can then add the DBE on their DBE Schedule of Participation - Form G. The Contractor will be expected to submit to RTA updated DBE Schedule of Participation - Form G, at least quarterly, after the Notice to Proceed is issued.

Please Note: the DBE firms listed on DBE Schedule of Participation - Form G cannot be terminated, substituted nor does RTA allow reduction of work without the final approval of RTA.

The successful Contractor will also be required to submit an annual report to RTA detailing all outreach, any mentor-protégé relationships, supportive services and all good faith efforts made throughout the preceding/past year and their outreach and strategy plan for maximizing opportunities and ensuring compliance with their DBE OEPP commitments in the upcoming year.

The Contractor will be required to document and retain all good faith efforts documentation to DBEs throughout the life of the contract. All documentation evidencing adequate good faith efforts will be required if the Contractor does not fulfill their DBE OEPP commitments. 49 CFR Part 26.53 and Appendix A of 49 CFR Part 26 shall serve as the criteria for evaluating compliance with the good faith efforts requirements.

A Bidder/Proposer who fails to comply with DBE requirements to this DBE Procurement and Contract Requirements will be deemed non-responsive. The specified DBE participation goal on this bid/proposal applies to all post selection negotiations. All post-award extensions, amendments, change orders and options of the contract are subject to review by RTA. RTA may determine that a modification may impact the Contractor’s ability to comply with its DBE utilization and/or OEPP commitments. RTA will evaluate all post-award decisions to self- perform scopes of work where DBE availability was present, yet not solicited, not utilized, or disregarded.



## C.5 REQUIREMENTS/PROVISIONS FOR TASK ORDER OR ON-CALL PROCUREMENTS/ SOLICITATIONS

If this contract is a task order or on-call procurements, to be considered a responsive bidder/proposer, when a DBE goal is specified on this project, a bidder/proposer is required to make good faith efforts to meet the DBE goal identified in the bid solicitation by indicating their DBE utilization/commitment on the DBE Forms F or F-1, as deemed applicable, and list some of the certified DBE firms the Bidder/Proposer expects to perform work on the contract.

The bidder/proposer should only specify the scope of work that the DBE/s will perform in the contract if RTA has determined and confirmed those specific initial tasks will be awarded. Otherwise, if RTA cannot confirm that a particular task will be awarded, then the bidder/proposer should indicate to be determined ("TBD") under the scope of work that the DBE(s) will perform. The bidder/proposer should never specify dollar values or make commitments to utilize DBEs for a specific contractual amount on a task order or on-call projects, as it is not known at the time of the bid/proposal by RTA which tasks will be awarded and what values will be associated with those tasks. Therefore, the bidder/proposer should indicate TBD under the agreed price to be paid to the DBE(s).

The bidder/proposer is required to submit a *Written Narrative* explaining how they will do outreach and engage DBEs, specific to each individual task, and describe how they intend to fulfill their DBE commitments throughout the life of the task order/on-call contract. The bidder/proposer must explain how they intend to fulfill their DBE requirements and commitments if any tasks are exercised/awarded in the future.

If the Bidder's/Proposer's initial DBE commitment stated on DBE utilization/commitment - DBE Forms F or F-1 is less than the DBE goal identified in this solicitation, the Bidder/Proposer is required to make adequate good faith efforts to attain the DBE goal. 49 CFR Part 26.53 and Appendix A of 49 CFR Part 26 shall serve as the criteria for evaluating compliance with the good faith efforts requirements. Additionally, please also refer to Part C, section C.2 of this document for further instructions on good faith efforts.

Please note that all documentation evidencing good faith efforts shall be submitted with the bid/proposal. Bidders/Proposers who do not meet the DBE goal assigned to this solicitation, will be expected to complete and submit with their bid/proposal the *DBE Good Faith Efforts - DBE Form I*, to document all their efforts as well as include

and/or attach any additional information and efforts as deemed appropriate and or applicable.

To award a task order/on-call contract to a Bidder/Proposer that has failed to meet the DBE goal, RTA will review the good faith efforts submission and decide whether the Bidder/Proposer made adequate “good faith effort” to actively, effectively, and aggressively seek DBEs to meet the DBE goal prior to proposal submission. The Bidder/Proposer is also responsible for collecting good faith efforts documentation of all major non-DBE Subcontractors/suppliers as part of their responsibility to implement the DBE Program. If, after reviewing the “good faith efforts” documentation submitted by the Bidder/Proposer, RTA determines that good faith efforts were met, the contract will be recommended for award to the responsive Bidder/Proposer.

If RTA determines that the successful Bidder/Proposer has failed to meet the DBE goal or make adequate/sufficient good faith efforts, before awarding the contract, RTA will provide the Bidder/Proposer an opportunity for administrative reconsideration as detailed in Part C, section C.3 of this document.

After the award of this contract, the successful Contractor is expected to make good faith efforts to engage and utilize DBEs on an ongoing basis if/when any of the tasks are exercised/awarded. The successful Contractor will also be expected to revise and submit updated DBE Forms G and H if DBEs are added to the contract or if additional scopes of work are assigned to the original DBEs on the contract. Each time a Contractor adds a DBE to the contract, RTA must review the DBE’s certification with the MUCP to ensure that the NAICS code(s) coincide(s) with the scope of work that the DBE is expected to perform on the contract. The Contractor is required to make good faith efforts to fulfill their initial commitment to DBE(s) participation/utilization as stated on the DBE Forms F or F-1 throughout the entire contract duration.

The Contractor will be required to document and retain all good faith efforts documentation to DBEs throughout the life of the task order/on call contract. All pre-proposal and post-proposal documentation evidencing adequate good faith efforts will be required if the Contractor does not fulfill their commitment to DBE participation/utilization as stated on the DBE Forms F or F-1. 49 CFR Part 26.53 and Appendix A of 49 CFR Part 26 shall serve as the criteria for evaluating compliance with the good faith efforts requirements.

# Part D.

## Counting DBE Participation

### D.1 COUNTING DBE PARTICIPATION ON FEDERALLY FUNDED CONTRACTS

**Please Note:** *Part D can be used by bidders/proposers during procurement process to understand how DBE participation can count towards the DBE goal/commitment. This section can also be used by successful Contractor post award to properly count DBE participation towards DBE goal/commitment.*

#### Counting DBE Participation on Contracts:

The DBE goal applies to the total value of all work performed under this contract which includes the value of all change orders, amendments, and modifications. The value of this contract, including the value of all change orders, amendments, and modifications will be tracked. To count DBE participation toward the DBE goal established for the contract, the proposed DBE(s) must be certified as a DBE(s) with the MUCP under the appropriate NAICS code(s) that coincides with the scope of work that they will execute on this contract. Additionally, the DBE firm(s) must be certified as a DBE and perform a Commercially Useful Function (“CUF”). DBE certification does not, however, constitute a representation or warranty by RTA as to the qualification of any listed firm. In accordance with 49 CFR Part 26, RTA will count DBE participation in accordance with the following:

1. When a DBE participates in this contract, RTA counts only the value of the work actually performed by the DBE toward DBE goal.
2. RTA will count the entire amount of the contract that is performed by the DBE's own forces. That includes the cost of supplies and materials obtained by the DBE for the work of the contract, any supplies purchased, or equipment leased by the DBE (except supplies and equipment the DBE Subcontractor purchases or leases from the Contractor or its affiliate).
3. RTA will count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of this contract, toward DBE goal, if RTA determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

4. If a DBE firm is the successful Prime Contractor on this project, RTA will count DBE work performed by DBE Prime Contractor for self-performance toward meeting the DBE goal, only for the scope of work that the DBE Prime Contractor is certified in as a DBE and at a percentage level the DBE Prime Contractor will be performing themselves with its own forces.
5. Work that is performed by DBEs is deemed to include the cost of materials and supplies purchased and equipment leased by the DBE from non-DBE sources. Work subcontracted can only count if the Subcontractor is another eligible DBE.
6. When a DBE performs as a participant in a joint venture, RTA will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goal.
7. RTA will count expenditures to a DBE Contractor toward the DBE goal only if the DBE is performing a commercially useful function on this contract.
8. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, RTA must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work they are performing, and the DBE credit claimed for its performance of the work, and other relevant factors.
9. Each DBE must perform a Commercially Useful Function to be counted toward the DBE goal and at least thirty (30) percent of the work must be performed by a DBE of the total cost of its contract for the DBE to be presumed to be performing a commercially useful function.

10. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed, in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, RTA will examine similar transactions, particularly those in which DBEs do not participate.
11. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption. RTA may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

## **D.2 COUNTING DBE PARTICIPATION OF DBE TRUCKING FIRMS**

RTA will use the following factors in determining whether a DBE trucking company is performing a commercially useful function:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goal.
2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

4. The DBE may also lease trucks from non-DBE firms. RTA uses the option that permits limited DBE credit to be obtained for the use of trucks leased from non-DBE sources. This option permits counting of credit for the use of non-DBE trucks not to exceed the value of transportation services on the contract provided by DBE trucks. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
5. The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
6. A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

### D.3 COUNTING DBE PARTICIPATION OF DBE MANUFACTURERS, REGULAR DEALERS, DISTRIBUTORS AND BROKERS

RTA will count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

1. If the materials or supplies are obtained from a **DBE manufacturer**, RTA will count **one hundred (100) percent** of the cost of the materials or supplies toward DBE goal. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under this contract and of the general character described by the specifications.

2. If the materials or supplies are purchased from a **DBE regular dealer**, RTA will count **sixty (60) percent** of the cost of the materials or supplies toward DBE goal. For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the [contract](#) are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
3. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease Agreement and not on an ad hoc or contract-by-contract basis.
4. A DBE supplier of items that are not typically stocked due to their unique characteristics (e.g., limited shelf life or items ordered to specification) will also be considered in the same manner as a regular dealer of bulk items as described in the preceding paragraph above. If the DBE supplier of these items does not own or lease distribution equipment, as described above, it will not be considered a regular dealer.

5. If the materials or supplies are purchased from a **DBE distributor** that neither maintains sufficient inventory nor uses its own distribution equipment for the products in question, RTA will count **forty (40) percent** of the cost of materials or supplies (including transportation costs). A DBE distributor is an established business that engages in the regular sale or lease of the items specified by the contract. A DBE distributor assumes responsibility for the items it purchases once they leave the point of origin (e.g., a manufacturer's facility), making it liable for any loss or damage not covered by the carrier's insurance. A DBE distributor performs a CUF when it demonstrates ownership of the items in question and assumes all risk for loss or damage during transportation, evidenced by the terms of the purchase order or a bill of lading (BOL) from a third party, indicating Free on Board (FOB) at the point of origin or similar terms that transfer responsibility of the items in question to the DBE distributor. If these conditions are met, DBE distributors may receive forty (40) percent for drop-shipped items. Terms that transfer liability to the distributor at the delivery destination (e.g., FOB destination), or deliveries made or arranged by the manufacturer or another seller do not satisfy this requirement.
6. Manufactures' representatives, brokers, packagers, or other persons who arrange or expedite transactions are not regular dealers and shall be counted in the same manner as brokers; and in utilizing the DBE participation of a Broker, only the bona fide fees and or commissions earned by them for their performance of a commercially useful function will count toward meeting the project goal. The Contractor must separate the bona fide brokerage fees and or commissions from the actual cost of the supplies or materials provided to determine the actual dollar amount of participation that can be counted towards meeting the DBE goal.

Per 49 CFR Part 26.53(c)(1), RTA will use the *DBE Regular Dealer/Distributor Affirmation Form* found under Appendix A of this document to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for sixty (60) or forty (40) percent credit respectively, of the cost of the materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor as defined under 49 CFR Part 26.55(e)(2)(iv)(A),(B),(C) and under this contract. RTA will use one or a combination of the following methods as deemed applicable/necessary to make a preliminary counting determination for each DBE listed as a regular dealer or distributor on this bid/proposal/contract:



- a- Request that the *DBE Regular Dealer/Distributor Affirmation Form* be completed by the DBE firm, signed and dated by both the Bidder/Proposer and the DBE and Submitted with the bid/proposal.
- b- Request that the *DBE Regular Dealer/Distributor Affirmation Form* be completed by the DBE firm, signed and dated by both the Bidder/Proposer and the DBE and Submitted to RTA after the bid/proposal submission, but prior to contract award/execution.
- c- When Primes add DBE regular dealers or distributors after the contract award, request that the *DBE Regular Dealer/Distributor Affirmation Form* be completed by the DBE firm, signed and dated by both the Contractor/Prime and the DBE and Submitted to RTA.

The *DBE Regular Dealer/Distributor Affirmation Form* must be accompanied by the bidder's/proposer's/contractor's DBE commitment, DBE contract or purchase order showing materials the DBE regular dealer or distributor will be supplying. The *DBE Regular Dealer/Distributor Affirmation Form* and all associated required documents is subject to RTA's evaluation and approval. RTA will review and make a preliminary determination based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of commercially useful function will be consistent with the preliminary counting of such participation. RTA may elect, at its sole discretion to perform an on-site visit/virtual site visit and request any additional information deemed applicable and/or necessary to make a determination.

RTA will not count the participation of a DBE Subcontractor toward a Contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE. As per 49 CFR Part 26.81(c), to receive DBE credit toward meeting a contract goal in the context of the Prime Contract/Contractor award process, a DBE firm must be certified before the due date for bids or offers on the Prime contract. Notwithstanding, there may be situations after the award of the Prime contract, however, in which it is appropriate to count DBE credit for the use of a DBE Subcontractor certified after the Prime contract is executed. To be eligible to obtain DBE credit, a DBE Subcontractor must be certified before the subcontract on which it is working is executed. This is very typical of turnkey/Alternative Delivery procurements, when the project is multi-year and separated into different segments/phases and the Contractor is making ongoing good faith efforts to bring new DBE Subcontractors on the project. Under these circumstances, it is acceptable to count DBE participation by a firm that was not certified at the time the Prime

contract was executed, however, the DBE Subcontractor was later certified prior to the subcontract on which it is working is executed.

## D.4 FIRM CEASED TO BE CERTIFIED AS A DBE

For purposes of complying with 49 CFR Part 26.87, RTA will follow these provisions:

1. When RTA award(s) a contract to a Contractor and the Contractor has made a commitment to using an ineligible DBE firm, or RTA has made a commitment to using a DBE Prime Contractor, but a subcontract or contract has not been executed before the MUCP issues the decertification notice, the ineligible DBE firm does not count toward the contract DBE goal or RTA's overall goal. RTA will direct the Contractor to meet the contract goal with an eligible DBE firm or demonstrate to RTA that it has made a good faith effort to do so.
2. If a Contractor has executed a subcontract with a DBE firm on a RTA's contract, before the MUCP notifies the DBE firm of its ineligibility, the Contractor may continue to use the DBE firm on the contract and may continue to receive credit toward its DBE goal for the firm's work. In this case, or in a case where RTA has awarded a Prime contract to the DBE that was later ruled ineligible, the portion of the ineligible DBE firm's performance of the contract remaining after the MUCP issued the notice of its ineligibility shall not count toward RTA's overall goal but may count toward the contract goal.
3. **Exception:** If the DBE's ineligibility is caused solely by its having exceeded the size standard during the performance of RTA's contract, RTA may continue to count its participation on that contract toward RTA's overall goal as well as toward contract goals.

## Part E. Joint Ventures

**Please Note:** Part E can be used by bidders/proposers during procurement process to understand how Joint Ventures with DBE functions. This section can also be used by successful Contractor post award to properly count DBE participation towards DBE goal/commitment under a Joint Venture structure.

For purposes of this document, a Joint Venture is an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

RTA will count toward its DBE goal a portion of the total dollar value of this contract with a joint venture equal to the distinct, clearly defined portion of the work of this contract that the DBE performs with its own forces toward the DBE goal(s) and such services/supplies/NAICS codes are approved for DBE participation credit. The Joint Venture Agreement MUST specify the services, dollar value, reporting structure and details of the DBEs' performance requirements associated with the percentage of the joint venture ownership.

## **Part F.**

# **Flow-Down Provisions**

### **F.1 POST AWARD DBE COMPLIANCE REQUIREMENTS:**

While no Subcontractor will be considered a third-party beneficiary to the Contract between RTA and the Contractor, RTA considers all Subcontractors at every tier to be agents of the Contractor. Therefore, every Contractor at every tier will be held to all the requirements of this Contract. With that understanding, the Contractor is well advised to conform all subcontracts to the terms and conditions found in the RTA's contract with the Contractor. The Contractor must include the following provisions in their subcontract Agreements with their DBE Subcontractors as well as ensure that all tiered-Subcontractors comply with and insert the following provisions into their contact agreements with DBE firms: Provisions of Part A: the Non-Discrimination and Contract Assurance Clauses, as well Provisions of Part G which include: Prompt Payment provisions; Joint Check Utilization; DBE Removal/Termination/Substitution/Reduction of Scope provisions, and Changes.

Throughout this contract or after the award of this contract, any time the Contractor makes good faith efforts and engages or subcontracts with additional DBEs, the Contractor must get approval from the RTA if the Contractor intends to count DBE participation from any additional DBEs added to the project. To count DBE participation toward the goal established for this contract or DBE commitments made by the Contractor for DBE utilization, RTA must ensure that any DBEs added to the project during solicitation or post-award, are properly certified as DBE(s) with the MUCP under the appropriate NAICS code that coincides with the scope of work that they will execute on this project/contract. Notwithstanding, RTA shall also request any appropriate documents it deems necessary including subcontract Agreements for review. The Contractor shall ensure that this information flows down to all tier Contractors that intends to subcontract or contract with DBEs.

## **F.1 PROMPT PAYMENT OF DBES AND NON-DBE SUBCONTRACTORS**

RTA requires that all Subcontractors (DBEs and non-DBEs) performing work on this contract be promptly paid for work performed pursuant to their Agreements, in accordance with all relevant Federal, state, and local laws.

1. As per 49 CFR Part 26.29, RTA established a contract clause implementing this requirement and requires the Contractor to pay all Subcontractors (DBEs and non-DBEs) for satisfactory performance/completion of their work on the contract, no later than fourteen (14) calendar days from the Contractor's receipt of each payment from RTA.
2. The Contractor's approval of its Subcontractors (DBEs and non-DBEs) invoices shall not be unreasonably delayed, and the Contractor shall approve or reject them with written notice of deficiency or dispute to the payee Subcontractor (DBE and non-DBE) within ten (10) days of the Contractor's receipt of invoice.
3. In accordance with 49 CFR Part 26.29, RTA may elect to hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within fourteen (14) days after your payment to the prime contractor.
4. The Prime Contractor agrees to return retainage payments to each Subcontractor within fourteen (14) days after the Subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the RTA. This clause applies to both DBE and non-DBE subcontracts. A Subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a Subcontractor covered by that acceptance is deemed to be satisfactorily completed.

Unless approved by RTA, the Contractor's failure to comply with the above provisions (a), (b) and (c), is a material breach of this Contract and may give RTA

just cause to impose one or more of the following penalties, until the required payment(s) to the Subcontractor(s) (DBEs and non-DBEs) is satisfied:

1. Withhold payments to the Contractor until the Contractor and/or higher-tier Subcontractor(s) pay the full amount determined to be owed to the Subcontractor.
2. Disqualify the Contractor from future bidding on RTA contracts as non-responsible.
3. Work with the Subcontractor to enforce any pertinent payment bond.
4. Pay the Subcontractor directly and deduct the amount from any retainage or monies owed by RTA to the Contractor.
5. Provide notice of default to the Contractor, stating the potential for termination or suspension of the contract, in whole or in part.
6. Issue a stop-work order until the Subcontractor is paid, which order must constitute an unauthorized delay under the contract that could result in liquidated damages for delay against the Contractor.

The Contractor shall ensure that tiered Subcontractors comply with this Section and that they insert the RTA's Prompt Payment Mechanisms/provisions of this Section into all lower-tiered subcontract Agreements with Subcontractor(s) (DBEs and non-DBEs).

On a monthly basis, the Contractor will be required to report payments to all Subcontractors (DBEs and non-DBEs) to RTA, using applicable forms/reporting mechanisms as designated by RTA. The Contractor shall ensure that all their Subcontractors (DBEs and non-DBEs) at every tier submit to RTA a monthly report of their receipt of payments from the Contractor, using applicable forms/reporting mechanisms as designated by RTA. All reports shall be submitted to RTA's designated staff.

## **F.2 PROMPT PAYMENT MONITORING, COMPLAINTS, AND DISPUTE RESOLUTION PROCEDURES**

RTA implements and carries out appropriate mechanisms to ensure compliance with 49 CFR Part 26 program requirements by all program participants, including prompt

payment. RTA commits to thoroughly investigating and finding ways and means to resolve prompt payment concerns and to ensuring that Subcontractors are treated fairly and paid promptly.

### **F.2.1 RTA's Prompt Payment Monitoring and Reporting Requirements**

RTA will manage and monitor compliance of the Contractor's payments to Subcontractors, DBEs, and non-DBEs, at every tier, over the course of this contract through the following methods.

1. After execution of this contract with the Contractor, the following reports must be submitted to RTA monthly:
  - » A report from the Contractor of its payments to DBE Subcontractors, using a reporting mechanism/form designated by RTA.
  - » A report from the Contractor of its payments to non-DBE Subcontractors, using a reporting mechanism/form designated by RTA.
  - » A report from DBE Subcontractors at every tier of their receipt of payments from the Contractor or Subcontractors, using a reporting mechanism/form designated by RTA.
  - » A report from non-DBE Subcontractors at every tier of their receipt of payments from the Contractor or Subcontractors, using a reporting mechanism/form designated by RTA.
  - » RTA will review the contract payments to determine whether the actual amounts paid to Subcontractors were equal to the amounts reported by the Contractor.
  - » Subcontractors are encouraged to report any issues pertaining to prompt payment or release of retainage directly to the appropriate RTA staff, via email, phone call, or any other methods they deem appropriate/necessary on an-ongoing basis.



- » If/when deemed necessary, RTA will follow up with the Contractor by phone and/or email on the status of any outstanding payments due to Subcontractors. RTA requires the Contractor to send confirmation when such outstanding payments have been made to Subcontractors. If/when deemed necessary, RTA will also reach out to the unpaid Subcontractors to discuss status of their invoices and to gather any relevant additional information as deemed applicable or necessary.

### **F.2.2 Complaints and Dispute Resolution**

Subcontractors are encouraged to try to resolve any issues pertaining to prompt payment or release of retainage directly with the Contractor (and any involved higher-tier Subcontractor(s)). If such resolution is not possible, RTA designated DBE staff/may utilize the following approach when receiving a complaint from a Subcontractor regarding issues pertaining to prompt payments or release of retainage:

1. Contact the Subcontractor directly to understand, validate, and collect all the applicable data associated with the complaint, which may include outstanding invoices, how long the invoices have been outstanding, understanding the steps taken by the Subcontractor thus far to resolve the issues and/or obtain payment before reaching out to RTA designated DBE staff, and any other relevant information.
2. Contact RTA's Project Manager and the Contractor (and any involved higher-tier Subcontractor(s)) as deemed applicable, to discuss the complaint and request all information deemed necessary to understand the nature of the complaint and to determine steps that may be taken to address the concern. RTA designated DBE staff should remind the Contractor of potential enforcement actions for non-compliance with the prompt payment or release of retainage provisions per this Contract with RTA.
3. Contact the Subcontractor again, if deemed applicable, to discuss the complaint considering the information gathered from RTA's Project Manager and/or the Contractor (and any involved higher-tier Subcontractor(s)).
4. If deemed necessary, contact the pertinent RTA procurement staff member and/or an assigned RTA's attorney and present all the facts and issues relevant to the complaint.

5. If deemed necessary, request separate meetings with the Subcontractor and the Contractor (and any involved higher-tier Subcontractor(s)) with or without the pertinent RTA procurement staff member and/or RTA's attorney.
6. If deemed necessary, host an internal meeting with all the appropriate RTA stakeholders to discuss the matter.
7. If deemed necessary, may conduct a settlement mediation with both the Subcontractor and Contractor (and any involved higher-tier Subcontractor(s)) present, with the pertinent RTA procurement staff member and/or RTA's attorney.
8. Based on the review of all the pertinent and associated documents received and reviewed by RTA as well as the interviews and the totality of the circumstances, if it is found by RTA's DBE staff/designee that payments to the Subcontractor/release of retainage should occur, RTA will instruct the Contractor to pay the Subcontractor. RTA's DBE staff/designee may find that the Contractor has not complied with this Contract's prompt payment or release of retainage requirements and determine that the Contractor owes payment to the Subcontractor. Such a determination will be in writing, issued by RTA's DBE staff/designee.
9. RTA's DBE staff/designee may seek internal consensus amongst RTA designated project Manager, pertinent RTA's procurement staff member, Legal and other internal staff as deemed appropriate and necessary to take the following actions:
  - » withholding monthly payments to the Contractor until the Contractor and/or higher-tier Subcontractor(s) pay the full amount determined to be owed to the Subcontractor,
  - » disqualify the Contractor from future bidding on RTA contracts as non-responsible,
  - » work with the Subcontractor to enforce any pertinent payment bond,
  - » pay the Subcontractor directly and deduct the amount from any retainage or monies owed by RTA to the Contractor,
  - » provide notice of default to the Contractor, stating the potential for termination or suspension of the Contract, in whole or in part, and/or

- » issue a stop-work order until the Subcontractor(s) is paid, which order shall constitute an unauthorized delay under the Contract that could result in liquidated damages against the Contractor.
- 10. Should RTA come to consensus, and RTA's DBE staff/designee determines that it cannot make findings by clear and convincing evidence, or that RTA has a conflict of interest in the determination of the issues presented, RTA shall rule that the Contractor or any higher-tier Subcontractors, and the Subcontractor should resolve the matter through other mechanisms, including legal proceedings, independent of RTA.
- 11. RTA's final decision cannot be appealed to RTA. However, either party may file an action in State Court seeking a writ of mandamus to overrule RTA's findings.

### **F.3 JOINT CHECK UTILIZATION**

A joint check is a two-party check between a DBE Subcontractor, a Contractor, and a regular dealer of materials/supplies. All joint check arrangements with DBE Subcontractors must be pre-approved by RTA and must strictly adhere to the joint check requirements set forth in USDOT guidance regarding same. At a minimum, the request must be initiated by the DBE Subcontractor to remedy a financial hardship for a specific period. There may be monthly reporting requirements in order for the Contractor to receive DBE participation credit. RTA will closely monitor the use of joint checks to ensure that the independence of the DBE firm is not compromised. Joint check usage will not be approved merely for the convenience of the Contractor. Please note if Joint Checks are applicable, monthly reporting may be required by the RTA.

### **F.4 DBE REMOVAL/TERMINATION/SUBSTITUTION/REDUCTION OF SCOPE FROM CONTRACT**

The Contractor must have good cause to remove/terminate/substitute/replace a DBE Subcontractor and such removal/termination/substitution requires the consent and approval of RTA. This section also includes reductions to DBEs' scope of services and/or commitment values. No DBE Subcontract Agreement may contain a "termination for convenience" clause/provision because any termination for convenience provision/clause is contrary to the objectives of this part and the objectives of 49 CFR Part 26. To initiate the termination, substitution, removal, or

replacement process with a DBE Subcontractor/supplier (regardless of the tier), the Contractor or lower tier Contractor/Subcontractor must do the following:

1. Before transmitting to RTA its request to terminate and/or substitute a DBE Subcontractor, the Contractor must give notice in writing to the DBE Subcontractor. The notice must include its request to terminate and/or substitute, replace and/or remove the DBE, the reason(s) for the request and all documentation to support its claim. The Contractor must submit a copy of the notice and support documentation to RTA at the time the original letter is sent to the DBE Subcontractor.
2. The Contractor must give the DBE Subcontractor five (5) business days to respond to the notice. The DBE should provide RTA with reasons, if any, why it objects to the proposed termination of its DBE contract and why RTA should not consent to the Contractor's action.
3. RTA will then open an investigation inclusive of review of all documentation, conduct interviews and site visits, if necessary. The Contractor carries the burden of proof to demonstrate good cause for the termination and/or substitution.
4. If RTA determines the Contractor has good cause to terminate the DBE firm, RTA will provide written consent of DBE removal and the requirements to substitute work to another DBE firm. If RTA finds that good cause does not exist to terminate the DBE firm, RTA will provide a written denial of the request to terminate/replace the DBE Subcontractor and will immediately request a corrective action plan from the Contractor. If the Contractor elects to terminate, substitute and or reduce the scope of work initially committed to a DBE without the approval or consent of RTA, this constitutes a material breach of a contract as set forth under 49 CFR Part 26.13.

5. For purposes of good cause to remove, terminate, or replace a DBE, the following circumstances should exist: (1) failure or refusal by the DBE Subcontractor to execute a written contract without good cause, (2) failure or refusal by the DBE Subcontractor to perform the work of its subcontract in a way consistent with normal industry practice and the Contractor has not acted in bad faith, (3) failure by the DBE Subcontractor to meet the Contractor's reasonable bonding or insurance requirements, (4) insolvency, bankruptcy or credit unworthiness by the DBE Subcontractor that creates a risk for the contract, (5) ineligibility by the DBE Subcontractor to work on public works project because of suspension or debarment proceedings, (6) a determination by RTA that the DBE is not a responsible contractor, (7) voluntary withdrawal from the project by written notification that has been verified, (8) ineligibility to receive DBE participation credit for the type of work to be performed, (9) other documented good cause that compels the replacement of the DBE.
6. When a DBE Subcontractor is terminated with the approval of RTA or fails to complete its work on the contract for any reason, the Contractor is required to make good faith efforts to find another DBE Subcontractor to substitute for the original DBE.
7. The Contractor must show that it took all necessary and reasonable steps to find another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal that RTA has established for the project. 49 CFR Part 26.53 shall serve as the criteria for evaluating compliance with the good faith efforts requirements.
8. The good faith efforts shall be documented by the Contractor. If RTA requests documentation under this provision, the Contractor shall submit the documentation to RTA within seven (7) days, which may be extended for an additional seven (7) days, if necessary, at the request of the Contractor. RTA shall provide a written determination to the Contractor stating whether good faith efforts have been demonstrated.

The Contractor is required to comply with good faith efforts procedures as defined under 49 CFR Part 26.53. The Contractor shall ensure that tiered Subcontractors comply with good faith efforts requirements when a DBE is replaced, substituted,

terminated, or removed on a contract as defined under 49 CFR Part 26.53(f) and insert these provisions into all lower tiered Subcontractor Agreements.

Failure by the Contractor to comply with or implement these requirements is a material breach of RTA's contract, which may result in the termination of the contract or such other remedy as RTA deems necessary.

If the Contractor fails or refuses to comply in the time specified, RTA may issue an order stopping all or part of payments/work until satisfactory action has been taken. If the Contractor still fails to comply, RTA may issue a termination for default proceeds or whatever other measures or penalties RTA deems necessary.

## **F.5 CHANGES**

1. The DBE participation goal shall apply to the performance/dollar value of all obligations under this Contract, including any Changes, Modifications, Amendments and Change Orders whether initiated by the Contractor or RTA. Post award requests for partial waivers may be considered by RTA, but a final determination shall not be rendered until the contract has been substantially completed and the Contractor demonstrates lack of ability to satisfy the DBE participation goal.
2. Changes to the value or scope of work committed to a DBE Subcontractor must be pre-approved by RTA and must be for good cause as set forth in the termination, substitution, replacement provisions set forth in this document.

# **Part G.**

## **Reporting, Audits and CUF Reviews Requirements**

### **G.1 POST AWARD DBE REQUIREMENTS:**

1. The Contractor is required to complete and submit a report of its payments to its DBEs and non-DBE Subcontractors to RTA monthly, using a reporting mechanism/form designated by RTA.
2. The Contractor acknowledges that RTA has the right to independently confirm the information contained in the submitted reports/forms by soliciting such information from each DBE Subcontractor and non-DBE Subcontractor as may be required to verify payments received, distribution of payments received, subcontracting practices, participation credit, and sharing of resources/personnel. The Contractor shall not attempt to dissuade any such DBE Subcontractor or non-DBE Subcontractor from disclosing any such information or cooperating in any investigation initiated by RTA.
3. The Contractor shall submit DBE and non-DBE participation/payment reports only on applicable/designated forms/reporting mechanism provided/approved by RTA.
4. Each DBE and non-DBE Subcontractor shall submit to RTA a summary of payments received from its Contractor, regardless of their tier, using a reporting mechanism/form designated by RTA.

5. By committing to working on this project which is subjected to DBE requirements set forth under 49 CFR Part 26, all DBE Subcontractors at every tier, participating in this project is therefore required to undergo a CUF review/DBE compliance review before their contract can be closed by RTA. DBEs are required to fully cooperate with RTA during the compliance review process. The CUF review/DBE compliance review is purposed to ensure that work committed to DBEs is being performed by DBEs, ensure that the DBEs are performing at least 30% of the work with their own workforces, ensure adequate counting of DBE participation and/or to review and/or ensure that all activities engaged in/by the DBE is consistent with the intent and objectives of the DBE Program as per 49 CFR Part 26. The DBE Subcontractor may be subjected to an informal compliance review by RTA, with or without notice. The informal compliance review will generally be conducted at the work site where RTA's staff is able to observe and/or assess the services/supplies being provided by the DBE.
6. Once an alternative delivery contract is awarded, RTA will perform ongoing monitoring and oversight to evaluate whether the alternative delivery Contractor is using ongoing good faith efforts to comply with their initial OEPP and schedule. RTA may choose, at its sole discretion, to make written revisions of the OEPP throughout the life of the project, e.g., replacing the type of work items the alternative delivery Contractor will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the alternative delivery Contractor continues to use good faith efforts to meet the goal and/or honor their initial DBE participation commitment. The Contractor will also be required to submit an annual report to RTA detailing all outreach, any mentor-protégé relationships, supportive services and all good faith efforts made throughout the preceding/past year and their outreach and strategy plan for maximizing opportunities and ensuring compliance with their DBE OEPP commitments in the upcoming year.



7. The Contractor or any of its Subcontractors at any tier that is utilizing a DBE Subcontractor may be selected for DBE compliance review to ensure that they are complying and following the DBE Program requirements as per 49 CFR Part 26. This process will be initiated in a formal manner with written notice and instructions sent to the Contractor or its Subcontractor. The process will conclude with a close-out interview or debriefing where the Contractor or Subcontractor firm will be given an opportunity to refute the determination or add to any corrective action requested by RTA. The Contractor must cooperate with any DBE Program audit or compliance review whether by RTA or a Federal agency. Failure to cooperate can result in part or all the DBE participation credit being denied/removed from counting toward the DBE participation goals for this contract.
8. The Contractor performing work under this contract is required to retain all records of participation on this project for at least three (3) years from the completion of this project. This requirement flows down to all lower tier Subcontractors and must be within their subcontract Agreements.

# Appendix A

## RTA DBE Procurement Forms

### PROCUREMENT/SOLICITATION REQUIREMENTS:

This checklist will help you verify that all the required *RTA DBE Procurement Forms* are completed and submitted as required. Submit this checklist as the front page of your *RTA DBE Procurement Forms*. Please Note: Any modification of any *RTA DBE Procurement Forms* prior to the official award of the contract will result in your bid/proposal being deemed non-Responsive. All *RTA DBE Procurement Forms* must be submitted with the bid/proposal unless it is an Alternative Delivery Procurement. If you have any questions concerning the completion of any of the *RTA DBE Procurement Forms*, please contact the RTA designated Procurement staff identified in this solicitation.

**The following *RTA DBE Procurement Forms* must be submitted with your bid or proposal as a matter of responsiveness.**

#### **[ ] DBE Form F: DBE Affidavit/DBE Utilization/Commitment**

This form must be completed, signed, and notarized by all Prime Contractors, whether DBE or not, to acknowledge the percentage of DBE utilization and DBE goal commitment in this project.

#### **[ ] DBE Form F-1: DBE Prime Affidavit//DBE Utilization/Commitment**

This form must be completed, notarized, and signed only if the bidder/proposer is a DBE submitting a proposal/bid as a Prime Contractor. This form, if applicable, must be submitted with a current DBE certification letter(s) from the MUCP to affirm DBE status.

#### **[ ] DBE Form G: DBE Schedule of Participation**

This form must be submitted by all bidders/proposers including DBE Prime Contractors. This form must include a list of DBEs that the bidder/proposer intends to do business with if awarded this contract. It must contain the following information: names and addresses of certified DBE firms, the scope of work they are to perform in this contract, the applicable NAICS codes (found in their DBE certification with MUCP) that coincides with the scope of work they will be performing in this contract, their projected start and finish date for work in this project as well as the dollar value of

each proposed certified DBE contract. Subsequent to the award of this contract, the Prime Contractor will be responsible for revising the initial *DBE Schedule of Participation* any time a new DBE is added to the project. The Prime Contractor must also submit a copy of the DBE certification letter to RTA with any new DBE(s) added to the project. RTA will only accept and approve new DBE(s) that are currently certified with MUCP under the NAICS code/s that coincides with the scope of work that they will execute in this project. The DBE firms listed on this *DBE Schedule of Participation* cannot be terminated, substituted nor do we allow reduction of work without the final approval of RTA. This form must be signed by the proposer/bidder.

#### **[ ] DBE Form H: Letter of Intent**

This form must be submitted by all bidders/proposers. It must contain the following information: names and addresses of each individual certified DBE firm listed on the *DBE Schedule of Participation*, the scope of work the DBE is expected to perform in this contract, the applicable NAICS codes (found in their DBE certification with MUCP) that coincides with the scope of work the DBE will be performing in this contract, the DBE's projected start and finish date for work in this project and the dollar value for the proposed certified DBE contract. This form must be signed by both the proposer/bidder and the DBE Subcontractor. Subsequent to the award of this contract, the Prime Contractor must submit this form for each additional new DBEs added to this contract.

#### **[ ] DBE Form I: Good Faith Efforts**

This form must be completed and submitted by all bidders/proposers that did not meet the specified DBE goal identified in this bid/proposal or were only able to meet part of the DBE goal in this bid/proposal. In addition to this form, bidders/proposers are required to document and submit adequate and sufficient good faith efforts as required under 49 CFR Part 26.53. If the DBE goal is met or exceeded by the bidder/proposer, please indicate N/A on this form.

**[ ] DBE Form J: Solicitation Statistics** – This form is for statistical purposes and the information requested is required under 49 CFR Part 26.11. All bidders/proposers along with all their proposed subcontractors, DBEs and non-DBEs must complete this form.

**[ ] DBE Regular Dealer/Distributor Affirmation Form** – This form is Per 49 CFR Part 26.53(c)(1), RTA will use this form to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for sixty (60) or forty (40) percent credit respectively, of the cost of the materials and supplies

based on its demonstrated capacity and intent to perform as a regular dealer or distributor under this contract.

## DBE FORM F - Prime Affidavit/DBE Utilization/DBE Commitment

**THIS FORM MUST BE COMPLETED BY ALL PRIME BIDDERS/PROPOSERS TO INDICATE THEIR PERCENTAGE OF DBE UTILIZATION AND GOOD FAITH EFFORTS COMMITMENT.**

---

RTA has specified a \_\_\_\_\_% DBE Participation goal on this project.

THIS BIDDER/PROPOSER IS COMMITTED TO MEETING \_\_\_\_\_% DBE PARTICIPATION/UTILIZATION IN THIS CONTRACT.

Per 49 CFR Part 26 Bidder/Proposers must make adequate good faith efforts to meet this goal to be deemed as a responsive Bidder/Proposer. Award of the contract will be conditioned on meeting the requirements of this section.

**The undersigned Bidder/Proposer hereby agrees and understands that they must comply with their DBE commitments utilization in this project in conformity with the Requirements, Terms, and Conditions of the DBE Procurement and Contract Requirements.**

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING STATEMENTS ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF

\_\_\_\_\_ TO MAKE THIS AFFIDAVIT.

(Name of Business Entity)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Affiant Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Affiant's Signature)

State of \_\_\_\_\_:

City and County of \_\_\_\_\_:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing Affidavit, and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

My Commission Expires: \_\_\_\_\_

(Notary Public) (SEAL)

## DBE FORM F-1 - DBE Prime Affidavit/DBE Utilization/DBE Prime Commitment

**THIS FORM MUST BE COMPLETED ONLY BY DBE PRIME BIDDERS/PROPOSERS TO INDICATE THEIR PERCENTAGE OF DBE UTILIZATION /COMMITMENT.**

RTA has specified a \_\_\_\_\_% DBE Participation goal on this project.

THIS BIDDER/PROPOSER IS COMMITTED TO MEETING \_\_\_\_\_% DBE PARTICIPATION/UTILIZATION IN THIS CONTRACT.

Per 49 CFR Part 26 Bidder/Proposers must make adequate good faith efforts to meet this goal to be deemed as a responsive Bidder/Proposer. Award of the contract will be conditioned on meeting the requirements of this section.

**The undersigned Bidder/Proposer hereby agrees and understands that they must comply with their DBE utilization/ good faith efforts commitments in this project in conformity with the Requirements, Terms, and Conditions of the DBE Procurement and Contract Requirements.**

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING STATEMENTS ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF

\_\_\_\_\_ TO MAKE THIS AFFIDAVIT.

(Name of Business Entity)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Affiant Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Affiant's Signature)

State of \_\_\_\_\_:

City and County of \_\_\_\_\_:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing Affidavit, and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

My Commission Expires: \_\_\_\_\_

(Notary Public) (SEAL)

## DBE FORM G - DBE Schedule of Participation

NAME OF Contractor:

RTA Contract No.

Total Proposed Contract Cost: US \$ \_\_\_\_\_

DBE Firm Name	Address	Type Of Work (Electrical, Paving, etc.) and Contract Items or Part thereof To Be Performed	NAICS code(s)	Projected Start & Completion Dates for DBE	Agreed Price To Be Paid To DBE/Anticipated

1. Please list all DBEs involved on the contract including the Prime Contractor if it is a DBE. All DBEs listed on this form must be properly certified under the NAICS code(s) that coincides with the scope of work they will execute in this project. Work performed by DBEs for which they are not certified to perform will not count towards the DBE participation and/commitments. A current DBE certification for each listed DBE recorded on this schedule from the MUCP must accompany this form. Failure to provide proof of current DBE certification from MUCP for any or all listed DBEs will eliminate such listed DBE's participation, and work performed by such DBE will not count towards meeting the DBE participation and/commitments. If additional pages are required to list all contracted DBEs, photocopy this form as required to make a complete list.

2. Contracts with DBEs for materials or supplies will be counted toward the DBE goal as follows:

Materials or supplies obtained from a DBE manufacturer will be counted at 100% toward the DBE goal/commitment.

Materials or supplies obtained from a DBE regular dealer will be counted at 60% toward the DBE goals. Please refer to 49 CFR §26.55 for specifics with respect to how DBE participation is counted toward DBE goal.

Materials or supplies obtained from a DBE Distributor will be counted at 40% toward the DBE goals. Please refer to 49 CFR §26.55 for specifics with respect to how DBE participation is counted toward DBE goal; and

Materials or supplies obtained from a DBE broker firm only fees/commission will be counted toward the DBE goal.

After award of this contract, DBEs can be added to the DBE Schedule of Participation throughout the course of this contract and in some instances at different phases of this contract. After contract awards, the successful Contractor must obtain approval from RTA prior to adding any new DBEs on this

form. RTA will only accept and approve new DBE(s) that are currently certified with MUCP under the NAICS code/s that coincides with the scope of work that they will execute in this project.

\_\_\_\_\_  
NAME OF CONTRACTOR

\_\_\_\_\_  
SIGNATURE OF CONTRACTOR & DATE



## DBE FORM H - DBE Letter of Intent

RTA Contract No. \_\_\_\_\_

The undersigned Bidder/Proposer/Contractor intends to engage the undersigned **DBE** to perform work in connection with this Project pursuant to a contract (the **DBE Contract**) between the Contractor and the DBE as [check one]:

\_\_\_\_\_ an individual

\_\_\_\_\_ a corporation

\_\_\_\_\_ a partnership

\_\_\_\_\_ a joint venture

The DBE status of the undersigned DBE is confirmed on the attached *DBE Schedule of Participation* and represents a company that is certified with the MUCP as of the date on which the DBE Contract is executed.

Type of Work and Contract Items or Part thereof To Be Performed	NAICS Codes	Projected Commencement Date	Projected Completion Date	Agreed Price to be Paid to DBE

\_\_\_\_\_ % of the Dollar value of the DBE Contract will be sublet and/or awarded to non-DBE Contractors and/or non-DBE suppliers. The undersigned Bidder/Proposer/Contractor and the undersigned DBE will enter into a Contract for the above work conditioned upon the Bidder/Proposer's execution of the Contract with RTA.

\_\_\_\_\_  
NAME OF BIDDER/PROPOSER/CONTRACTOR

\_\_\_\_\_  
NAME OF DBE FIRM

\_\_\_\_\_  
OWNER/REPRESENTATIVE

\_\_\_\_\_  
DBE OWNER/REPRESENTATIVE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

[illegible]

Work Categories	Type of Bid (Subcontractor or Supplier)	Contractor 's Estimated Budget	Additional Comments

- Made efforts to assist interested DBEs in obtaining bonding, lines of credit, insurance or any necessary equipment, supplies, materials, etc.
- *[List any specific offers made by Bidder/Proposer/Contractor]*

- Solicited the following DBEs.

Date Contacted	Name of DBE Firm	Contact Person	Phone #	Work Category/NAICS codes

- Followed up with initial contacts.

Date	Name of DBE	Phone #	Bidding (Yes or No)	Additional Comments
------	-------------	---------	------------------------	------------------------


- Contacted the following other agencies, organizations in recruitment of DBE including RTA:

Date	Organization	Phone #

As shown by the documentation provided to RTA, we feel that we have made adequate good faith efforts to attain the DBE goal but was not successful.

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

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

## DBE FORM J – SOLICITATION STATISTICS

RTA is required to create and maintain bidder's statistics for all firms bidding as Prime Contractors and bidding or quoting Subcontracts on USDOT assisted projects per 49 CFR Part 26.11. The primary Bidder/Proposer is required to make copies of this form for all their intended subcontractors whether DBE or non-DBE. The primary Bidder/Proposer is required to complete this form for their firm and send copies to each Subcontractor (whether DBE or non-DBE) and require each Subcontractor to complete and submit the completed forms with its subcontract bid documents to the primary Bidder/Proposer. The primary Bidder/Proposer must submit all completed forms with their Bid/Proposal to RTA.

Contract Number: \_\_\_\_\_

Contract Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_ Firm Address Including Zip Code (Office Reporting): \_\_\_\_\_

**Status as a DBE or Non-DBE (check one. If Other, please specify):**

DBE \_\_\_\_\_ Non-DBE/Other \_\_\_\_\_

**Company Owner(s) Race/Ethnicity and Gender (optional)**

Male \_\_\_\_\_ Female \_\_\_\_\_ Gender not listed \_\_\_\_\_ Prefer not to specify \_\_\_\_\_

American Indian/Alaska Native \_\_\_\_\_ Asian American \_\_\_\_\_ Black or African American \_\_\_\_\_ Multiracial \_\_\_\_\_

Hispanic or Latino \_\_\_\_\_ Native Hawaiian and Other Pacific Islander \_\_\_\_\_ White/Caucasian \_\_\_\_\_

Other (Please Specify) \_\_\_\_\_ Prefer not to specify \_\_\_\_\_

**Annual Gross Receipts of the Firm: (check one):**

U.S. \$0 to U.S. \$500,000 \_\_\_\_\_ U.S. \$500,001 to U.S. \$1Million \_\_\_\_\_

U.S. \$1Million to U.S. \$5Million \_\_\_\_\_ U.S. \$5Million to U.S. \$10Million \_\_\_\_\_

U.S. \$10Million to U.S. \$20Million \_\_\_\_\_ U.S. \$20Million to U.S. \$30Million \_\_\_\_\_

U.S. \$30Million to U.S. \$40Million \_\_\_\_\_ U.S. \$40Million to U.S. \$50Million \_\_\_\_\_

Above \$50Million \_\_\_\_\_

**Age of the Firm:** \_\_\_\_\_

**NAICS BID CODE INFORMATION**

Enter the applicable North American Industry Classification System (NAICS) codes in the designated area below for products and/or services you desire to provide to RTA. Please refer to the NAICS bid code master list at <https://www.census.gov/naics/>.

Enter all applicable NAICS Bid Codes for your business:

\_\_\_\_\_

Enter all applicable NAICS Bid Codes for each scope for each scope of work your firm seeks to perform under this contract:

\_\_\_\_\_

Contact Name and Title:

\_\_\_\_\_

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

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

## DBE Regular Dealer/Distributor Affirmation

Bidder Name: \_\_\_\_\_

Contract Name/Number: \_\_\_\_\_

Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires UDOT/owner to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(iv)(a),(B),(C), and (3) under the contract at issue. The regulation requires UDOT's/owner's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. This form may be used by each DBE supplier whose participation is submitted by a bidder for regular dealer or distributor credit on a federally assisted contract with a DBE participation goal. This form may also be used by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to the UDOT's/owner's prior evaluation and approval. This form should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying.

DBE Name: \_\_\_\_\_ Total Subcontract/Purchase Order Amount:  
\_\_\_\_\_

Authorized DBE Representative (Name & Title): \_\_\_\_\_ NAICS Code(s) Related to  
the Items to be Sold/Leased: \_\_\_\_\_

1. Will **all** items sold or leased be provided from the on-hand inventory at your establishment? YES \_\_\_\_ NO \_\_\_\_  
**(If "YES" you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. Stop here. Read and sign the affirmation below. If "NO" Continue.**  
a) Are you selling bulk items (e.g.,) petroleum products, steel, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characteristics (aka specialty items)?

YES \_\_\_\_ NO \_\_\_\_ (If “YES” Go to Question 2. If “NO” Continue.)

b) Will at least 51% of the items you are selling be provided from inventory maintained at your establishment, and will be minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory?

c) YES \_\_\_\_ NO\* \_\_\_\_ (If “YES” you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. Stop here. Read and sign the affirmation below.)

**\*If 1.,1.a) and 1.b) above are “NO” your performance on the whole will not satisfy the regular dealer requirements; therefore,, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3 to determine if the items delivered from and by other sources are eligible for Distributor credit.)**

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate? YES \_\_\_\_ NO^ \_\_\_\_  
(If “YES” you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. Stop here. Read and sign the affirmation below.)

**^If “NO” your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (Go to Question 3.)**

3. Will the written terms of your purchase order or bill of lading from a third-party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacture’s facility)? YES \_\_\_\_ NO \_\_\_\_  
a) Will you be using sources other than the manufacturer (or seller) to deliver or arrange delivery of the items sold or leased? YES \_\_\_\_ NO \_\_\_\_  
**If your responses to 3 and 3.a) are “YES” you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be counted at 40%.**

**If you responded “NO” to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including**



**transportation charges for the delivery of materials or supplies may not be counted.**

I affirm that the information I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

---

**Printed Name and Signature of the DBE Owner/Authorized Representative:**

The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder.

---

**Printed Name and Signature of Bidder's Authorized Representative:**



**Regional Transit Authority  
Of Southeast Michigan**

**AMERICANS WITH  
DISABILITIES ACT (ADA)  
POLICIES AND  
PROCEDURES**

OCTOBER 2024

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**Note:** This document has 16-point font body-text and 18+-font heading-text to enhance visual accessibility. Information found in this document can be provided in an alternative format upon request. Please contact the Regional Transit Authority (RTA) at 313-402-1020 to speak to a representative or email [info@rtamichigan.org](mailto:info@rtamichigan.org). The RTA will do its best to provide the requested alternative format within a reasonable period.

# Introduction and Background

The Regional Transit Authority of Southeast Michigan (RTA) became The QLINE Service Operator in October 2024. The QLINE is the 3-mile streetcar service in downtown Detroit that began service in 2017 and currently has an annual ridership of 644,187. Initially, the system was privately operated, until the Regional Transit Authority (RTA) assumed operation, as originally planned, to be eligible for federal and state funding after operating over 7 years.

The QLINE offers:

- Station-level access for people who use mobility assistance devices such as wheelchairs.
- Bicycles and strollers are also easy to bring aboard and store on the QLINE.
- Reserved areas for disabled and elderly riders are marked in the center of the streetcar.

The QLINE is accessible for all users from the station facilities to the vehicles. The streetcar features low floors and high platforms for a minimal gap between platform and streetcar. The streetcars have level floor areas with substantial standing areas that can be used by wheelchairs and for strollers. Also, the streetcar has audio and digital display stop announcements.

## **PURPOSE**

The purpose of this document is to assist RTA staff in understanding the legal requirements of the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, and the 2010 ADA Standards for Accessible Design. The Federal Transit Administration (FTA) issued Circular 4710.1 (ADA Circular) in November 2015. The ADA Circular provides guidance for following ADA regulations, including 49 Code of Federal Regulations (CFR) Parts 27, 37, 38, and 39 as well as federal transit laws, 49 U.S. Code [USC] 5301 et seq. The ADA

Circular was developed to continue the efforts to incorporate universal access throughout the United States.

Title II of the ADA prohibits discrimination against persons with disabilities in all services, programs, and activities provided or made available by state or local governments. Physical and programmatic accessibility means that each government facility and program, when viewed in its entirety, is available and usable by people with disabilities. Examples of ensuring access to services can include, but are not limited to, the following:

- Use of visual, audio, or printed aides
- Use of an accessible vehicle or mobility device
- Movement of a program, activity, or service to an accessible location
- Accessibility improvements to an existing facility

## **AGENCY ADA COORDINATOR**

RTA has appointed an ADA Coordinator to oversee the programmatic and physical accessibility compliance for the



agency. For issues relating to individual access to RTA programs and services, including issues relating to the accommodation of employees with medical conditions or disabilities, RTA's ADA Coordinator is available for consultation. Additionally, RTA's ADA Coordinator is available for consultation on any issue related to public accessibility.

### **RTA ADA Coordinator**

Julia Roberts, Planning & Innovation Director

Regional Transit Authority of Southeast Michigan

(313) 402-1020

[CivilRights@RTAmichigan.org](mailto:CivilRights@RTAmichigan.org)

# Reasonable Accommodations and Modifications

RTA is committed to providing reasonable accommodations, as defined under applicable federal and state laws and regulations, for persons with disabilities. RTA's commitment is part of its ongoing effort to ensure access to programs, services, and activities, and to assist in meeting program eligibility criteria and testing. Accommodations may include physical access to RTA offices, programs, services, websites, public meetings, and audio aids, visual aids, and speech aids as needed. Persons with disabilities who are requesting access ("Requestors") are asked to give 72 hours or three business days advance notice, if possible. RTA actively solicits and considers the input of Requestors concerning their preferences regarding accommodations.

## REASONABLE MODIFICATIONS

RTA is committed to providing reasonable modification to its policies and practices as required by the United States

Department of Transportation (USDOT) and FTA guidelines.

Reasonable modifications include to RTA's service standards and practices, administrative policies, and other practices that could be a barrier to participating in RTA's public meetings or using RTA services. RTA will review all reasonable modification requests in real time and when requested in advance. Like reasonable accommodations requests, RTA should also receive reasonable modification requests 72 hours in advance.

## **RESPONSIBILITY**

RTA staff are responsible for responding to requests for reasonable accommodations and modifications. As needed, staff may contact RTA'S ADA coordinator for guidance or technical assistance regarding a particular request.

## **PROCEDURES**

As appropriate, RTA will provide notice to the public of the availability of reasonable accommodations on all documents disseminated or made available to the public (e.g., materials, brochures, agendas, announcements, advertisements, and

websites). Examples might include information about requesting audio, visual, or speech aids. For reasonable modifications of policies in real time, RTA staff will decide whether a policy can be safely modified and will not interfere with traffic or local laws.

## RECOMMENDED LANGUAGE

### Flyers, Meeting Notices, and More

The following language is recommended to be used on flyers, meeting notices and other RTA generated materials.

“In compliance with the Americans with Disabilities Act (ADA), the RTA will provide reasonable accommodations for persons with disabilities. If possible, please give 72 hours or three business days advance notice of any accommodation needs by calling (313) 402-1020 (Voice) or call the Michigan (Detroit) Relay Service by dialing 7-1-1.”

“If you believe RTA has not met your rights under the Americans with Disabilities Act (ADA), please contact Julia Roberts, Planning & Innovation Director for ADA coordination by calling

(313) 500-1500 (Voice) or call the Michigan (Detroit) Relay Service by dialing 7-1-1.”

## Public Meetings

For public meetings, the following statement should also be included:

“For the benefit of individuals who are sensitive to fragrances, please refrain from wearing fragranced or scented products.”

When receiving a request for accommodations (e.g., audio aids, visual aids, and speech aids), RTA designee will:

1. Refer to RTA’s Reasonable Accommodations and Reasonable Modifications Policy.
2. Arrange for reasonable accommodation(s) whenever possible.
3. Immediately notify the Requestor of the outcome of the request for accommodation(s).

For reasonable modifications request of RTA’s service standards and policies, the request will be reviewed in real time if a

medical necessity (for example, if a Requestor with diabetes must eat to prevent blood sugar drop). The determination will be made if the request is safe to implement and abides by traffic and local laws.

If RTA is unable to provide the requested accommodation(s) or modification(s) or an acceptable alternative, staff must document in writing the reason(s) for same and provide a copy to the Requestor and the ADA coordinator.

# ADA Grievance Policy

Requestors should be informed of their appeal rights and how to access RTA's ADA grievance procedure. Public notification of the grievance procedure should be included on all appropriate RTA materials, brochures, agendas, announcements, advertisements, and websites.

## RESPONSIBILITY

The primary responsibility for ensuring that Requestors are informed of RTA's ADA grievance procedure will rest with all RTA staff.

## PROCEDURES

For programs, activities, or services it provides to the public, RTA will include notification of the ADA grievance procedure on all appropriate RTA materials, brochures, agendas, announcements, advertisements, websites, etc. (see Recommended Language)

The ADA coordinator must ensure that all appropriate staff are informed of the ADA grievance procedure. RTA will make available copies of the ADA grievance procedure to the public upon request.



# Fragrance-Free Environment

RTA understands that certain individuals may be sensitive to fragrances and chemical-based products and in some cases may experience adverse physical reactions. To ensure that programs, services, and activities are accessible to all, RTA's policy is to promote a fragrance-free environment.

The American Lung Association states that allergic and asthmatic patients, as well as those with other conditions, have reported that certain odors, even in very small amounts, can trigger an adverse physical reaction.

## RESPONSIBILITY

Individuals are asked not to bring scented products, cleaners, deodorizers, or other scented personal care products into RTA facilities. This request should be included in public notices and on displayed signage throughout RTA facilities.

Scented products may include:

- Hand sanitizers

- Perfume and cologne
- Laundry detergent and softener
- Body soaps, lotions, and oils
- Hair products
- Air fresheners
- Essential oils
- Cosmetics
- Scented cleaning products

## PROCEDURES

Under this policy, the RTA respectfully requests that all individuals refrain from wearing perfume, cologne, or other personal care products containing fragrances, and use unscented personal care products to the greatest extent possible to promote a fragrance-free environment.

Unscented products will be encouraged as standard for RTA cleaning products, except where facility operations specify cleaners for disinfecting purposes. RTA will make every effort to

limit the use of cleaning products with strong scents to non-peak hours. If a member of the public or an employee reports an adverse reaction to a specific odor, RTA will identify and remove the cause of the odor to the greatest extent possible.

# Physical Access to RTA Facilities

RTA will ensure that all buildings and facilities that are owned, purchased, leased, released, constructed, or renovated meet applicable standards and codes for ADA compliance.

## RESPONSIBILITY

The primary responsibility for ensuring that each building and facility is physically accessible to people with disabilities will rest with the RTA ADA Coordinator to notify the building or tenant within a facility.

## LEASED PROPERTY

When negotiating any lease agreement for property with public access, RTA will develop a plan for ADA compliance, including estimated time frames and anticipated financing. Such plans are to be reviewed and approved by the ADA Coordinator with the advice of the ADA compliance advisory committee. The ADA Coordinator will incorporate approved projects into the recommended facilities plan. The RTA Board of Directors, or

Executive Director as its designee, has the ultimate authority to accept or reject recommended lease agreements.

## **RTA-OWNED PROPERTY**

When remodeling existing facilities or constructing new ones, RTA will develop a plan for Title II ADA compliance, including estimated time frames and anticipated financing. Such plans are to be reviewed and approved by the ADA Coordinator under the advice of the ADA compliance advisory committee. The ADA Coordinator will incorporate approved projects into RTA's ADA plan. RTA's Executive Director has the ultimate authority to approve or reject recommended ADA improvements.

### **Procedures**

1. To schedule a formal ADA site evaluation of a new or existing RTA-owned or leased facility, staff should contact the ADA Coordinator. Compliance evaluation will be scheduled at the ADA compliance advisory committee's earliest convenience. Please allow at least two weeks in advance to schedule the site-evaluation and another two weeks for report generation.

2. To schedule a formal review of planning documents (such as interior space plans, construction or ADA project documents, equipment specification sheets), staff should contact the RTA ADA Coordinator. Planning documents will be reviewed at the ADA compliance advisory committee meeting.

# Audio Access

RTA will ensure that all buildings and facilities that are owned or leased, or are constructed or renovated and are accessed by the public, undergo a review to assess Title II ADA compliance for audio access. RTA will make every effort to ensure the availability of installed assistive listening devices in public meeting rooms with a seating capacity of 50 or more, per the 2010 ADA standards, and provide portable assistive listening devices in smaller rooms.

## PROCEDURES

To ensure Title II ADA compliance for audio access prior to plan approval, the ADA coordinator, with the advice of the ADA compliance advisory committee, will review plans.

# Telephone Access in Buildings

RTA will provide telephone access to people with speech or hearing impairments that are comparable to access provided to the general public. This access will be provided through the following resources:

[michigan.gov/mpsc/consumer/telecommunications/michigan-relay](https://michigan.gov/mpsc/consumer/telecommunications/michigan-relay)  
[michigan.gov/mdcr/Divisions/doddbhh](https://michigan.gov/mdcr/Divisions/doddbhh)

## RESPONSIBILITY

The primary responsibility for ensuring telephone access to programs, services, and activities to members of the public with speech or hearing impairments will rest with department managers for their program, service, or activity.

## PROCEDURES

Each manager will cooperate with the ADA coordinator in conducting periodic surveys of the department's compliance with above policy and assessing need for telecommunications devices for the deaf (TDDs) or training in use of TDDs, relay



service, and speech-to-speech relay. Each manager must ensure that all appropriate personnel are adequately trained about the use of the relay service or speech-to-speech relay.

# Service Animals

Service animals ensure the independence of people with disabilities, and RTA facilities and services will accommodate their use.

## WHAT IS A SERVICE ANIMAL?

Under USDOT 49 CFR § 37.3, a service animal is defined as, “**Any guide dog**, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.”

A service animal is individually trained to do work or perform tasks for individuals with disabilities, including a physical, sensory, psychiatric, intellectual, or other mental disability. Service animals do not always have a harness, a sign, or a

symbol indicating that they are service animals. A service animal is not a pet.

Service animals assist people with disabilities in many different ways, such as:

- Guiding people who are blind or have low vision and retrieving dropped objects for them.
- Alerting people who are deaf or hard of hearing to sounds and the presence of others.
- Carrying and picking up items, opening doors, or flipping switches for people who have limited use of hands, arms, or legs, or limited ability to bend or stoop.
- Pulling wheelchairs.
- Alerting people with disabilities to the onset of medical conditions such as seizures, protecting them and cushioning them if they fall, and performing other tasks that reduce the risk of disability-related injury.
- Performing tasks for persons with traumatic brain injury, intellectual disabilities, or psychiatric disabilities, such as

reminding a person with depression to take medication or waking him/her up, alerting a person with anxiety to the onset of panic attacks, orienting people with schizophrenia to reality, and helping people with intellectual or cognitive disabilities to locate misplaced items, find places, or follow daily routines.

- Providing physical support and assisting people with physical disabilities with stability and balance.

## **REQUIREMENTS PERTAINING TO SERVICE ANIMALS**

Often, individuals with disabilities who use service animals are easily identified without any need for questioning. If employees can identify a service animal through visual observation, it is RTA's policy to make an individual feel welcome by refraining from asking questions.

If unsure whether an animal meets the definition of a service animal, the RTA's policy is to ask the individual only two questions at the point of contact:

1. Is the animal a service animal required because of a disability?
2. What work or task has the animal been trained to perform?

If the individual says yes to the first question and explains the work or tasks that the animal is trained to perform, the RTA's policy is to welcome the person and service animal into our facilities, programs, and activities without asking any additional questions about the service animal.

It is not RTA's policy to ask individuals about their disabilities. RTA employees are not to ask an individual to show a license, certification, or special identification card as proof of their animal's training. Individuals with service animals are not required to use specific entrances or exits within RTA facilities unless necessary for specific public health or safety reasons.

## **SERVICE ANIMAL EXPECTATIONS**

Service animals are expected to be under the direct care and control of the individual handler. RTA has a right to exclude a

service animal from the service location if the animal is out of control and the handler does not take effective action to control it, or if the animal is not housebroken. Each situation will be considered individually. When there is a nondiscriminatory reason to ask that a service animal be removed, employees must offer the person with a disability the opportunity to obtain goods or services without the animal's presence. Only the ADA coordinator can make the decision to exclude a service animal.

Public inquiries or complaints about this policy may be directed to the RTA ADA coordinator:

Julia Roberts, Planning & Innovation Director

Regional Transit Authority of Southeast Michigan

(313) 402-1020

[CivilRights@RTAmichigan.org](mailto:CivilRights@RTAmichigan.org)

# Eligibility Criteria and Tests for RTA Services and Paratransit Services

RTA will not use “disability” or “skill” eligibility criteria or tests in violation of Title II of the ADA or other criteria that have the effect of preventing participation in services, programs, or activities based solely on disability to determine access to programs, activities, and services. Please note that RTA does not directly provide paratransit services to our riders. RTA relies on local approved paratransit providers such as the Detroit Department of Transportation (DDOT) and the Suburban Mobility Authority for Regional Transportation (SMART), who use eligibility criteria is set by ADA guidelines and FTA ADA Circular 4710.1. Additional information can be found in the Paratransit Services section.

## RESPONSIBILITY

The primary responsibility for ensuring that “disability” and/or “skill” eligibility criteria or tests are necessary and do not

prevent participation based solely on disability will rest with RTA's ADA Coordinator.

## **PROCEDURES**

RTA staff will cooperate with the ADA Coordinator in conducting periodic surveys of RTA staff's compliance with the above policy and assessing the use of "disability" or "skill" eligibility criteria/tests.

The RTA ADA Coordinator can be used as a resource regarding how to modify current eligibility criteria, modify programs, or provide separate programming meeting the needs of particular individuals with disabilities. Managers will ensure that all appropriate personnel are adequately trained in the need for and use of "disability" or "skill" eligibility criteria/tests.



# Paratransit Services

Under the ADA regulations at 49 CFR Section 37.131(a)(1)(i), transit entities must “provide complementary paratransit service to origins and destinations within corridors with a width of three-fourths of a mile on each side of each fixed route.” RTA oversees the distribution of federal grants including to the Detroit Department of Transportation (DDOT) and the Suburban Mobility Authority for Regional Transportation (SMART), which are both providers of paratransit services within the region. RTA’s QLINE is located in the service area of both agencies. RTA ensures oversight of the paratransit services provided by reviewing all service changes and fare changes. Additionally, RTA is represented on an advisory committee providing input and oversight of paratransit issues.

# Information about Disabilities

RTA will not require information about the disabilities of members of the public seeking or receiving services or applying or participating in RTA programs or activities unless the information is necessary to assess a member of the public's ability to effectively and safely access the service, program, or activity, or to assist in the provision of reasonable accommodations.

## RESPONSIBILITY

The ADA Coordinator is responsible for protecting disability information about those seeking or receiving services or applying or participating in RTA programs or activities, unless the information is necessary to assess a member of the public's ability to effectively and safely access the service, program, or activity, or to assist in the provision of reasonable accommodations.

## PROCEDURES

The ADA Coordinator will ensure that RTA personnel are adequately trained in the appropriate use of disability information obtained in accordance with this section, including the need to maintain the confidentiality of such information to the greatest extent possible.

# Web Page Accessibility

RTA will ensure that all web pages generated, funded, or sponsored by RTA are accessible to people with disabilities in accordance with the ADA requirements for accessible web content (Section 508). A checklist for creating accessible web content will be created and shared with RTA staff.

## RESPONSIBILITY

The primary responsibility for ensuring RTA web pages are accessible to people with disabilities will rest with RTA ADA coordinator. As needed, the managers or designee may contact the RTA ADA Coordinator for advice, technical assistance, or clarification of the checklist for creating accessible web content.

The RTA ADA Coordinator can be contacted to guide arrangement for consumer input and feedback regarding the accessibility of a specific web page.

## PROCEDURES

RTA website designers and content developers are to incorporate the accessibility checklist in the production of all new web pages and to review existing web pages to ensure that content is accessible and complies with the ADA.

Captioning and transcripts will be provided for educational and informational videos hosted on RTA's website, except for videos of meetings, as long as minutes and agendas of such meetings are made readily available. It may not be possible to add captioning to some old video files. In these cases, transcripts may be made available. RTA will maintain documentation of technical issues with any file that precludes captioning.

RTA generated, funded, or sponsored videos hosted on social media sites, such as YouTube, will include captions and, if possible, links to transcripts. All videos hosted on social media sites must include links back to an RTA-hosted website, with the video available in compliant format including captioning and transcripts. RTA information technology (IT) staff and/or

contractors will provide annual updates on new technologies and information systems that affect web accessibility. The ADA Coordinator will be responsible for overseeing an annual review of the accessibility of the RTA's website pages to ensure that accessibility features continue to be compatible with emerging technologies.

# Sensitivity to All Disabilities

RTA employees will be adequately informed about the ADA and its requirements and will have access to training on awareness of and sensitivity to disabilities covered under Title II.

## RESPONSIBILITY

The primary responsibility for ensuring that employees are informed on Title II of the ADA and its requirements, including access to training on awareness of and sensitivity to disabilities covered by Title II, will rest with the ADA Coordinator.

## PROCEDURE

RTA ADA Coordinator will provide for periodic Title II ADA and disability sensitivity training. Such training will be mandatory for all employees who regularly serve the public. Training will include requirements of Title II of the ADA and sensitivity to disabilities covered under Title II of the ADA. Human Resources will maintain documentation of employee training under this section for each employee who receives it.

# Nondiscrimination Contract Language Policy

RTA contracts shall include, as a standard requirement, the contractor's obligation to abide by RTA's nondiscrimination policy and compliance with applicable laws and regulations concerning disability accommodation.

## RESPONSIBILITY

Primary responsibility for ensuring compliance with this policy will rest with RTA's Procurement and Contracts Manager. This responsibility applies to all levels of contracts (i.e., contracts signed within the agency and contracts approved by the executive director and the board of directors).

## PROCEDURES

RTA Program Director will ensure that RTA's nondiscrimination policy references individuals with disabilities and that applicable disability law is cited.

**Required Language:**



- Contractor must comply with Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC 797), and all requirements imposed by the applicable Health and Human Services regulations (45 CFR, Part 84).
- Contractor must comply with Section 508 (29 USC 794d) of the 1998 Amendments to the Rehabilitation Act, which requires that agencies must give employees and members of the public access with disabilities information that is comparable to the access available to others.
- Contractor must comply with ADA Title II (42 USC 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA Title II.

# Disability Resources

## BLINDNESS AND VISUAL IMPAIRMENT

For individuals who are blind, have vision loss, or are deaf and blind, there are many auxiliary aids and services available.

Additionally, individuals requesting accommodation may be able to provide specific information about which aid or aids are appropriate for their needs.

Large print enables many individuals with visual impairments to read printed material. Large print needs to be a minimum of size 16 font, though size 18 font is recommended. It should be in Courier or other easy-to-read style, and not in italics. Large print material should be either black font on a white background or black font on a yellow background.

Computer screen reading software can be installed on a computer to convert text into synthesized speech.

Other auxiliary aids include:

- Audio versions of printed documents

- Braille formatted documents
- Magnifiers (traditional and computer)

## **DEAF/HARD OF HEARING/SPEECH-LANGUAGE IMPAIRMENTS**

For individuals who are deaf, have hearing loss, or have speech-language impairment, there are a number of auxiliary aids and services available. Additionally, the individual requesting accommodation may be able to provide specific information about which aid or aids are appropriate for their needs.

TDDs are used by individuals with hearing impairments. TDDs have a typewriter-like keyboard with a cradle attachment in which to place the telephone handset. The individual with hearing impairment can then communicate with another person who also has a TDD, or could use the relay service to act as an intermediary to communicate the conversation back and forth between the parties. Some TDDs have the ability to print out the conversation.

Assistive listening devices may be used by individuals with hearing impairments in large rooms for group meetings, trainings, etc. Sound is amplified for individuals through a receiver, which contains an earphone.

Individuals who are deaf or who have impaired hearing can use sign language interpreters to communicate information using American Sign Language (ASL). It is very common for interpreting services to be requested for meetings, training sessions, or day-to-day job duties.

Speech-to-speech relay service is used for individuals having difficulty understanding someone. These individuals, ASL interpreters, or RTA staff may call the relay service to act as an intermediary to communicate the conversation.

## **COMMUNICATING WITH INDIVIDUALS WITH SPEECH OR LANGUAGE IMPAIRMENTS**

- Be patient. Do not complete words or phrases for the individual.

- Concentrate on the content of the conversation not the delivery.
- Communicate as naturally as possible.

## Assistive Technology

Assistive technology is an adaptive device(s) that allows a person (disabled or not) to function as independently as possible in their environment (home, work, etc.). Some examples include specialized software (speech recognition), keyboards (split keyboard) or mouse (trackball, track pad), adjustable height desk, monitor holder, mobile arm supports.

For an individual with a disability, assistive technology can often be the difference in whether or not they can independently access programs/services.

# ADA-Complaint Procedure

RTA has an internal complaint procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by the U.S. Department of Justice regulations in implementing Title II of the ADA. Title II states, in part, that “no otherwise qualified disabled individual shall, solely by reason of such disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination” in programs or activities sponsored by a public entity.

Complaints should be addressed to:

RTA ADA Coordinator

Julia Roberts, Planning & Innovation Director

Regional Transit Authority of Southeast Michigan

(313) 402-1020

[CivilRights@RTAmichigan.org](mailto:CivilRights@RTAmichigan.org)

A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.

A complaint should be filed within 90 days, after the complainant becomes aware of the alleged violations.

Processing of allegations of discrimination that occurred before this grievance procedure was in place will be considered on a case-by-case basis.

An investigation, as may be appropriate, will follow filing of complaint. The investigation must be conducted by the RTA ADA Coordinator or a designee. These rules allow informal but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.

1. A written determination as to the validity of the complaint and a description of the resolution, if any, will be issued by RTA, and a copy forwarded to the ADA compliance advisory committee no later than (60) days after its filing.
2. The RTA ADA Coordinator or designee will maintain the files and records relating to the complaints filed.

3. The complainant can request a reconsideration of the case in instances where they are dissatisfied with the resolution. The request for reconsideration should be made within 10 working days to the RTA ADA Coordinator.
4. Following the request for reconsideration, the RTA ADA Coordinator or designee will provide the investigation results and all supporting documentation to the Executive Director as RTA's reconsideration officer for review and determination to submit reconsideration findings to the complainant and the RTA ADA Coordinator within 10 working days.
5. If these findings differ from those of the original determination, the final determination will be RTA's final response. The right of a person to a prompt and equitable resolution of the complaint will not be impaired by the person's pursuit of other remedies, such as the filing of an ADA complaint with the responsible federal department or agency. Use of this grievance procedure is not a



prerequisite to the pursuit of other remedies. These rules will be construed to protect the substantive rights of interested persons to meet appropriate due process standards and to ensure that RTA complies with the ADA Title II and implementing regulations.

# Resources

## CHECKLIST FOR CREATING ACCESSIBLE WEB CONTENT

This checklist provides basic guidelines for departments to create web content that is accessible to persons with disabilities.

- Check the HTML of all new web pages. Make sure that accessible elements are used, including alt tags, long descriptions, and captions.
- If images are used, including photos, graphics, scanned images, or image maps, make sure to include alt tags and long descriptions of each.
- If online forms and tables are used, make those elements accessible.
- When posting a video, make sure to provide a written transcript.

- When posting documents on the website, always provide them in HTML or a text-based format, even if you are providing them in another format, such as a portable document format (PDF).

## ACCESSIBLE WEB CONTENT REFERENCES

“Web Content Accessibility Guidelines (WCAG) Overview,” World Wide Web Consortium (W3C),

<http://www.w3.org/WAI/intro/wcag>.

“Essential Components of Web Accessibility,” World Wide Web Consortium (W3C),

<http://www.w3.org/WAI/intro/components.php>.

## SECTION 508 STANDARDS

WebAIM Section 508 Checklist:

<http://webaim.org/standards/508/checklist>.

RTA ADA Complaint Form (Add Link here)

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**BOARD OF DIRECTORS MEMORANDUM**

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**TO:** RTA Board of Directors

**FROM:** Travis Grubb, Procurement and Contracts Manager

**SUBJECT:** Purchase of QLINE Streetcar Battery Box Rebuilds

**DATE:** November 13, 2024

**REQUESTED ACTION:** Board of Directors Approval

**Approval Request:** This memo seeks board approval to purchase two battery box rebuilds from Brookville Equipment, the Original Equipment Manufacturer (OEM) of the QLINE streetcars, at a total cost of \$326,000 (\$163,000 each).

**Background Information:** This procurement is essential to maintaining fleet readiness and reliability, especially given potential supply chain issues as Brookville transitions to a new battery supplier. Brookville Equipment, the OEM and sole source for these components, has been managing the ongoing rebuild process and component supply for an open order of eight battery trays for four of six streetcars (two batteries per streetcar). So far, five have been delivered, with the remaining three expected by the end of the calendar year. These additional two trays will bring our total to order quantity up to ten, with final delivery anticipated by January 2025. This will complete battery rebuilds for five of six streetcars.

The original OEM batteries have a five-year lifespan, but we were able to extend their use to eight years. With the rebuilds, we expect to achieve at least another five years of service. Currently, lead times for new battery trays are estimated at 2-3 years, depending on supplier availability. To mitigate risk, Brookville has offered the RTA the option to purchase these two additional trays at the same price as previous orders. Parts are available for these two trays, but further supplies may not be accessible without significant delays. Approving this purchase will help secure operational capacity and reduce the risk of service disruptions as Brookville completes its supplier transition.

**Scope of Work:** Each battery box rebuild includes full disassembly, cleaning, replacement of key components (such as thermal pads and isolators), and installation of new battery modules. The service also includes recycling old modules and a six-month warranty on repaired or replaced parts.

**Procurement Process:** As Brookville is the sole OEM supplier for our streetcar batteries, this procurement qualifies as a sole-source purchase. Given the unknowns around future lead times, this purchase serves as a safeguard against delays associated with Brookville's transition to a new OEM supplier.

**Budget Impact:** Although these additional battery box rebuilds were not originally budgeted, we can reallocate savings from the insurance budget to cover the cost. The insurance budget was set at \$1,264,000, but actual costs came in at \$862,000, leaving a balance of \$402,000.