

SUBCONTRACT NO. 300 _____
BETWEEN
THE REGENTS OF THE UNIVERSITY OF MICHIGAN
AND
CITY OF ANN ARBOR
ISSUED UNDER
DEPARTMENT OF TRANSPORTATION
CONTRACT NO. DTFH61-11-C-00040

This agreement ("Subcontract") is made and entered into as the Commencement Date (as set forth herein), by and between the Regents of the University of Michigan, a non-profit constitutional corporation, organized and existing under the laws of the State of Michigan, with offices in the city of Ann Arbor, Michigan (hereinafter referred to as "Michigan"), and the City of Ann Arbor, with offices in the city of Ann Arbor, Michigan (hereinafter referred to as "Subcontractor").

Michigan is recipient of a Contract (hereinafter referred to as "Prime Agreement") from the Federal Highway Administration, Department of Transportation (hereinafter referred to as "Prime Sponsor") for support of a project entitled "Safety Pilot Model Deployment," ("Project") and Subcontractor agrees to perform services in connection with the Project as set forth in this Subcontract for the consideration stated herein.

The parties mutually agree to the following terms:

ARTICLE 1 - STATEMENT OF WORK

Subcontractor will use best efforts to perform the work described in the statement of work provided as Attachment A ("Work"), and shall furnish all necessary labor, materials and facilities required for performing the Work.

ARTICLE 2 - PERIOD OF PERFORMANCE

The period of performance for this Subcontract shall be **August 18, 2011** ("Commencement Date") through **August 17, 2013** ("Termination Date"), unless amended by written agreement. Expenditures incurred prior to the Commencement Date or subsequent to the Termination Date are unallowable.

ARTICLE 3 - PAYMENT

The total cost of the Work to be performed under this Subcontract is **\$622,884**. No charges beyond this current authorization are allowed without written modification of this Subcontract. The budget for this Subcontract is provided as Attachment B attached hereto.

Subcontractor shall submit monthly invoices indicating the amount expended according to each budget category. The controller or some other responsible official shall certify on the invoice that the request for payment is true and correct to the best of his or her knowledge and that all expenditures reported have been made in accordance with the appropriate Prime Sponsor policies and for the Work as set forth in the Subcontract. The invoices shall reference Subcontract No. _____ and be e-mailed to Subcontract.invoices@umich.edu, or mailed to:

The University of Michigan
Transportation Research Institute
Attention: Roxanne Eby
2901 Baxter Rd., Room 328
Ann Arbor, MI 48109-2150

The invoices will then be reviewed by the Principal Investigator (PI) at Michigan and returned, with his or her approval, to the Office of Contract Administration for payment processing.

Upon prior notice, the authorized representatives of the Michigan and/or Prime Sponsor shall have the right to inspect, audit and reproduce all records, books, documents and correspondence relating to Subcontractor's Work under this Subcontract at reasonable times during normal business hours as mutually agreed by the parties. Upon request of Michigan, Subcontractor shall refund any amounts previously paid by Michigan to Subcontractor determined to be unallowable expenditures as a result of such audit. However, Subcontractor shall have the right to establish the allowability of any such item of cost under the Subcontract.

The final billing from Subcontractor for the Work shall be clearly marked **Final**, and shall be submitted no later than sixty (60) days after the end of the period of performance as indicated in Article 2. In no event shall the final billing exceed the Subcontract amount.

ARTICLE 4 - GENERAL PROVISIONS

Subcontractor agrees to comply with all applicable federal and state, laws and regulations, and will upon request, furnish Michigan with written assurances of such compliance. This Award is issued under a Federal Highway Administration, Department of Transportation (DoT) Contract, and is therefore also subject to:

- The requirements of 2 CFR Part 25 for institutions to receive a Dun & Bradstreet Universal Numbering System (DUNS) number and maintain an active registration in the Central Contractor Registration. This CCR registration must be maintained with current information at all times during which the organization has an active award or a proposal under consideration by DoT. To register in the CCR, go to <http://www.ccr.gov>.
- The Prime Sponsor terms and conditions provided as Attachment C, as applicable. It is understood that where appropriate, references to "contract" shall refer to this Subcontract, references to "Contractor" shall refer to Subcontractor, and references to "Contracting Officer" and "Contracting Officer's Technical representative", "Project Officer," and "government", shall refer to Michigan.
- The Transparency Act Subaward and executive compensation reporting requirements of 2 CFR Part 170: **Please complete Attachments D and return to keid@umich.edu along with this Agreement.**

ARTICLE 5 - HOLD HARMLESS; LIMITATION OF RESPONSIBILITY

To the extent allowable by their respective state laws, each party hereby assumes any and all risks of personal injury and property damage to the extent attributable to the negligent acts, errors or omissions of that party and the officers, employees, and agents thereof.

ARTICLE 6 – EQUIPMENT (If applicable)

Subcontractor shall be accountable for all equipment purchased under this Subcontract. A written (hard copy or email) request for prior approval from Michigan is required to purchase equipment that has a unit cost of \$5,000 or more. Title to equipment purchased under this Subcontract will transfer to Michigan at the time of acquisition unless the Prime Sponsor directs otherwise. Subcontractor agrees to utilize such equipment for the benefit of the Project and shall maintain appropriate records to enable Michigan to fulfill its responsibilities to the Prime Sponsor.

ARTICLE 7 - DISPUTES

Except as otherwise provided for in this Subcontract, any dispute not resolved by mutual agreement of the parties shall be decided by procedures jointly agreed upon by Michigan and Subcontractor.

ARTICLE 8 - ALLOWABLE COSTS

For the performance of the Work hereunder, Michigan agrees to pay Subcontractor the cost as set forth in Article 3 above and determined to be allowable in accordance with the terms of this Subcontract and:

- The budget, included as Attachment B,
- And, the cost principles applicable to the Subcontractor's type of organization:

OMB Circular A-21:	Institutions of Higher Education
OMB Circular A-87:	State, Local & Federally Recognized Indian Tribal Governments
OMB Circular A-122:	Nonprofit Organizations
45 CFR 74, Appendix E:	Hospitals
48 CFR Subpart 31.2:	For-Profit (commercial) Organizations

ARTICLE 9 - TERMINATION

Either party may terminate this Subcontract without cause by providing thirty (30) days prior written notice to the other party designating the termination date. In the event of a termination under the Prime Agreement, or upon default of the Subcontractor, Michigan may terminate this Subcontract immediately. Upon receipt of a termination notice, Subcontractor will make no further commitments under this Subcontract and will take all reasonable actions to cancel outstanding obligations relating to this Subcontract. Subcontractor will furnish all necessary reports of research completed or in progress through the date of termination. Michigan shall reimburse Subcontractor for allowable termination costs and non-cancelable costs through the date of termination, not to exceed the funded value of this Subcontract.

ARTICLE 10 - KEY PERSONNEL

The following individual will be responsible for all aspects of the proposed Work to be performed by Subcontractor: **Russell Hanshue**. Substitutions for this individual will not be made without the prior written approval of Michigan.

ARTICLE 11 - PUBLICATIONS

Subcontractor is free to publish reports or results of the research being performed under this Subcontract, in accordance with the terms of this Subcontract. Thirty (30) days prior to such publication, however, Subcontractor will submit a copy of the proposed publication to Michigan's Principal Investigator for review and approval.

ARTICLE 12 – PUBLICITY

Neither Michigan nor Subcontractor will use the name of the other either expressly or by implication, in any news, publicity release, or other promotional fashion without the prior express written approval of the other.

ARTICLE 13 - REPORTS

Subcontractor shall prepare reports as requested by Michigan's Principal Investigator. Michigan will only request reports related to and required for the fulfillment of its commitments under the Prime Agreement. Reports will include:

- Monthly Progress Reports: Prepared and submitted by the 10th of the month following the reporting period. Each progress report shall contain concise statements covering the activities relevant to this Subcontract, including:
 - A clear account of the work performed under each task during the report period
 - An outline of the work to be accomplished during the next report period
 - A tabulation of the planned, actual and cumulative percent of effort expended by the personnel
 - A chart showing current and cumulative expenditures versus planned expenditures
 - Risk Monitoring: Subcontractor shall document risks that might affect the project and the characteristics of the risk. Types of risks that must be considered include risks potentially impacting: project schedule, scope, and costs. A Risk Management Log must be maintained on an on-going basis during the entire period of performance to track risks, mitigation plans and status. Each risk will have a unique number, probability of occurrence and impact of occurrence rating.

ARTICLE 14 - INSURANCE; INDEPENDENT CONTRACTOR

Subcontractor agrees that it shall maintain appropriate levels of insurance as required by law or regulation. Subcontractor also agrees that it has entered into this Subcontract and will discharge its obligations, duties, and undertakings and the Work pursuant hereto, as an independent agent without imputing liability on the part of Michigan for the acts of Subcontractor and its employees.

ARTICLE 15 – ASSURANCES

By signing this Subcontract, Subcontractor certifies that:

- It is not delinquent on the repayment of any Federal debt.
- It is presently not debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549.
- It is in compliance with the Drug-Free Workplace Act of 1988.
- It is in compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) regarding restrictions on lobbying.
- If applicable, it has filed an acceptable assurance for dealing with and reporting possible misconduct in science with the Public Health Service (PHS) Office of Scientific Integrity.
- If applicable, it is in compliance with the Health and Human Services (HHS) regulations governing the protection of human research subjects, 45 CFR Part 46.
- If applicable, it is in compliance with the PHS policy on humane care and use of laboratory animals.
- It will comply with the Clean Air Act (42 U.S.C. 7401 et seq.), as amended; and the Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, if the value of this Subcontract is over \$100,000.
- Funds expended under this award will comply with the applicable Federal cost principles.
- If applicable, it will comply with all Federal export control laws and regulations.
- It maintains an appropriate written enforced policy on conflict of interest that complies with appropriate agency regulations concerning Conflict of Interest.
- It is in compliance with Federal Acquisition Regulation 52.222-54, Employment Eligibility Verification.

ARTICLE 16 – EQUAL OPPORTUNITY

During the performance of the Work under this Subcontract, Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, special disability, or special Vietnam era status. Subcontractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, sex, sexual orientation, disability, age, or national heritage. All Equal Employment Opportunity provisions set forth in Executive Order No. 11246, as amended by Executive Order 11375, are hereby incorporated by reference into this Subcontract.

ARTICLE 17 - PATENTS AND INVENTIONS

Subcontractor agrees to comply with the Standard Patent Rights Clause of 37 CFR 401.14 or Federal Acquisition Regulation 52.227, as appropriate.

ARTICLE 18 – AUDIT REPORTS

Subcontractor agrees to comply with the requirements of OMB Circular A-133. After completion of each yearly A-133 audit report, Subcontractor will promptly furnish to Michigan a copy of said audit report (or written notification) for each and every year during which this Subcontract is in effect. Subcontractor further agrees to notify Michigan in writing if at any time during the period of this Subcontract it is no longer in compliance with Circular A-133 or if there are audit findings that relate specifically to this Subcontract. In cases of such non-compliance or audit findings, Subcontractor will promptly provide Michigan with its written plan for corrective action. Audit reports and notifications should be sent to:

The University of Michigan
Office of Contract Administration
5065 Wolverine Tower, 3003 S. State Street
Ann Arbor, Michigan 48109-1287

All records and reports prepared in response to the requirements of Circular A-133, or that relate to this Subcontract, shall be retained by Subcontractor for three (3) years from the date of final payment on the Subcontract and will be made available during that period for inspection by representatives of Michigan, its independent auditors, or the Federal government during normal business hours.

ARTICLE 19 – PRINCIPAL INVESTIGATOR

Michigan's Principal Investigator is **Dr. James Sayer**. The Principal Investigator is not authorized to amend or alter this Subcontract. Any such amendments or alterations must be approved by the written mutual agreement executed by the authorized representatives of each of the parties hereto.

ARTICLE 20 - INTEGRATION

This Subcontract, including all Attachments which are incorporated by this reference, represents the entire and integrated agreement between the parties regarding the subject matter hereof.

ARTICLE 21 – ORDER OF PRECEDENCE

Any inconsistencies in the documents comprising this Subcontract shall be resolved by giving precedence in the following order: (a) the Prime Sponsor terms and conditions provided as Attachment C; (b) the Schedule of Articles and this Subcontract Signature Page; (c) other referenced documents, exhibits, and attachments; and (d) any referenced specification or Statement of Work.

This Subcontract is executed as of the Commencement Date.

CITY OF ANN ARBOR

**THE REGENTS OF THE
UNIVERSITY OF MICHIGAN**

Signature

Signature

Typed Name and Title

Typed Name and Title

Date

Date

Attachment A

Statement of Work

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CITY OF ANN ARBOR STATEMENT OF WORK

Task Category	Description of Tasks Anticipated
Design	Support for all design activities, including but not limited to project meetings, stakeholder meetings, preliminary design, detail design, final design, and mock-up design.
System Mock-up	Support for system/design mock-up, interoperability testing, and documentation
Field Installation	<p>1 - Install core network equipment at the City of Ann Arbor office. Install the Multilayer Switch (MLS) for all in/out-bound connections. Terminate existing/new fiber connections.</p> <p>2 - Install VPN/Firewall Router for connectivity to the internet and UMTRI Facilities.</p> <p>3 - Install and configure new Point-to-Point communication link to Fuller Park/Pool</p>
	<p>1 - Install new power service cables at Curve Warning locations from existing street light.</p> <p>2 - Install NEMA Enclosure at Curve Warning Locations. Enclosure may include power distribution, UPS wiring and connectivity.</p> <p>4 - Install and configure DSRC Radio on existing traffic signal poles or street light poles.</p> <p>5 - Install and configure Cellular Modem in new or existing enclosures</p> <p>6 - Install lightning protection system/surge suppression.</p>
	<p>1 - Install and terminate Single Mode Fiber (SMF), Splice Enclosures, Patch Panels in existing conduit and traffic signal cabinets.</p> <p>2 - Make final power service connections from existing signal cabinet.</p> <p>3 - Install and configure Managed Field Ethernet Switch (MFES) and SFP Transceivers as necessary for fiber connectivity.</p> <p>4 - Install and configure DSRC Radio on existing traffic signal poles or street light poles.</p> <p>5 - Install lightning protection system/surge suppression.</p>
System Integration. Integrate all devices, subsystems and systems including field/central verification. Tasks to included but not limited:	<p>Integrate all devices, subsystems and systems including field/central verification. Tasks to included but not limited:</p> <p>1 - Configure existing Actuated Traffic Signal Controller with SPAT enabled firmware and Ethernet interface (as applicable).</p> <p>2 - Perform OTDR and power meter testing for each fiber cabling link (connector to connector).</p> <p>3 - Integration of all fiber optic connectivity at the intersections and City of Ann Arbor office. Configure the Multilayer Switch (MLS). Work may include configuration of any adjacent City of Ann Arbor buildings the fiber connections are routed to/from and/or configuration of any existing network appliances at the City of Ann Arbor office. Configure the VPN/Firewall Router.</p> <p>4 - Perform comprehensive post-installation test procedures of all components, sub-systems and systems to validate full functionality.</p> <p>5 - Engineering, installation, integration and configuration of equipment to enable IPv6 communications over the City's backhaul network for RSE communications, including quotes and negotiations with internet service providers (ISP), install of ISP equipment at head-end, replacement of multi-layer switch in City data center to enable IPv6 brokering, IP and VLAN engineering for IPv6 network, and additional network testing and trouble-shooting due to increased complexity of IPv6 routing structure.</p> <p>6 - Engineering and configuration efforts to turn off SCOOT system along Plymouth Road during the model deployment, including installation of new 2070 controllers, configuration with new actuated timing plans, and integration of new controller timings into Tactics central system database.</p>
Acceptance Testing	<p>Support for acceptance testing (component, sub-system, and system).</p> <p>1 - Perform/witness comprehensive post-installation test procedures of all components, sub-systems and systems to validate full functionality.</p> <p>2 - Support documenting testing results, noting deficiencies identified during testing.</p> <p>3 - Correct deficiencies identified during Acceptance Testing and System Burn</p> <p>4 - Provide personnel to perform System - Level Tests during a burn-in period (typ 30 days) and provide status updates during the burn-in period.</p>
System Maintenance	<p>Maintenance Support - General upkeep, preventive, and responsive maintenance of all equipment for the project duration. Tasks to included but not limited:</p> <p>1 - ITS Device Malfunction - Support reporting and tracking processes</p> <p>2 - Operational Performance - Support monitoring and reporting processes</p> <p>3 - Maintenance Support of Field Devices - Performed preventive and responsive maintenance activities</p>

Attachment B

Budget

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See next page.....

CITY OF ANN ARBOR
FEDERAL BUDGET

Task-4 Infrastructure Preparation		BUDGET PERIOD 1 8/18/2011 - 8/17/2012						BUDGET PERIOD 2 8/18/2012 - 8/17/2013						BUDGET PERIOD 3 8/18/2013 - 2/17/2014						TASK 4 TOTAL BUDGET 8/18/2011 - 2/17/2014								
		Subtask 4.1 Purchase & Install Roadside Equipment			Subtask 4.2 Implement Local Certificate Distribution System			TASK 4 BUDGET PERIOD 1 8/18/2011 - 8/17/2012			Subtask 4.1 Purchase & Install Roadside Equipment			Subtask 4.2 Implement Local Certificate Distribution System			TASK 4 BUDGET PERIOD 2 8/18/2012 - 8/17/2013						Subtask 4.1 Purchase & Install Roadside Equipment			Subtask 4.2 Implement Local Certificate Distribution System		
Name	Title	Pay Rate	Hrs	Amt	Hrs	Amt	Pay Rate	Hrs	Amt	Pay Rate	Hrs	Amt	Pay Rate	Hrs	Amt	Pay Rate	Hrs	Amt	Pay Rate	Hrs	Amt	Pay Rate	Hrs	Amt	Pay Rate	Hrs	Amount	
Les Sipowski	Engineer	41.03	406.2	16,666	0.0	0	41.03	406.2	16,666	41.03	270.8	11,111	0.0	0	41.03	270.8	11,111	0.00	0.0	0	0.00	0	0.00	0.00	0	41.03	677.0	27,776
Stephen Longworth	Electrician	27.36	600.0	16,416	0.0	0	27.36	600.0	16,416	27.36	400.0	10,944	0.0	0	27.36	400.0	10,944	0.00	0.0	0	0.00	0	0.00	0.00	0	27.36	1000.0	27,360
John Tomich	Electrician	24.79	522.0	12,940	0.0	0	24.79	522.0	12,940	24.79	348.0	8,627	0.0	0	24.79	348.0	8,627	0.00	0.0	0	0.00	0	0.00	0.00	0	24.79	870.0	21,567
John Tomich - OT	Electrician	37.19	12.0	446	0.0	0	37.19	12.0	446	37.19	8.0	298	0.0	0	37.19	8.0	298	0.00	0.0	0	0.00	0	0.00	0.00	0	37.19	20.0	744
Robert Medaugh	Electrician	28.04	55.5	1,556	0.0	0	28.04	55.5	1,556	28.04	37.0	1,037	0.0	0	28.04	37.0	1,037	0.00	0.0	0	0.00	0	0.00	0.00	0	28.04	92.5	2,594
Robert Medaugh	Electrician	42.06	3.0	126	0.0	0	42.06	3.0	126	42.06	2.0	84	0.0	0	42.06	2.0	84	0.00	0.0	0	0.00	0	0.00	0.00	0	42.06	5.0	210
Beth Nieman	Electrician	27.94	60.0	1,676	0.0	0	27.94	60.0	1,676	27.94	40.0	1,118	0.0	0	27.94	40.0	1,118	0.00	0.0	0	0.00	0	0.00	0.00	0	27.94	100.0	2,794
Dennis Fischer	Electrician	32.84	711.0	23,349	0.0	0	32.84	711.0	23,349	32.84	474.0	15,566	0.0	0	32.84	474.0	15,566	0.00	0.0	0	0.00	0	0.00	0.00	0	32.84	1185.0	38,915
Dennis Fischer - OT	Electrician	49.26	6.0	296	0.0	0	49.26	6.0	296	49.26	4.0	197	0.0	0	49.26	4.0	197	0.00	0.0	0	0.00	0	0.00	0.00	0	49.26	10.0	493
Kevin Braun	Fiber/Communication Tech	32.84	873.0	28,669	0.0	0	32.84	873.0	28,669	32.84	582.0	19,113	0.0	0	32.84	582.0	19,113	0.00	0.0	0	0.00	0	0.00	0.00	0	32.84	1455.0	47,782
Kevin Braun - OT	Fiber/Communication Tech	49.26	18.0	887	0.0	0	49.26	18.0	887	49.26	12.0	591	0.0	0	49.26	12.0	591	0.00	0.0	0	0.00	0	0.00	0.00	0	49.26	30.0	1,478
Stephen Longworth	Fiber/Communication Tech	27.36	441.0	12,066	0.0	0	27.36	441.0	12,066	27.36	294.0	8,044	0.0	0	27.36	294.0	8,044	0.00	0.0	0	0.00	0	0.00	0.00	0	27.36	735.0	20,110
Stephen Longworth - OT	Fiber/Communication Tech	41.04	9.0	369	0.0	0	41.04	9.0	369	41.04	4.0	164	0.0	0	41.04	4.0	164	0.00	0.0	0	0.00	0	0.00	0.00	0	41.04	13.0	534
Kathleen McMahon	Project Management	43.27	95.0	4,111	0.0	0	43.27	95.0	4,111	43.27	0.0	0	0.0	0	43.27	0.0	0	0.00	0.0	0	0.00	0	0.00	0.00	0	43.27	95.0	4,111
Dave Harris	Network Administration	34.77	120.0	4,172	0.0	0	34.77	120.0	4,172	34.77	80.0	2,782	0.0	0	34.77	80.0	2,782	0.00	0.0	0	0.00	0	0.00	0.00	0	34.77	200.0	6,954
Russell Hanshue	Project Management	43.27	75.0	3,245	0.0	0	43.27	75.0	3,245	43.27	50.0	2,164	0.0	0	43.27	50.0	2,164	0.00	0.0	0	0.00	0	0.00	0.00	0	43.27	125.0	5,409
William Duff	Network Administration	34.77	120.0	4,172	0.0	0	34.77	120.0	4,172	34.77	80.0	2,782	0.0	0	34.77	80.0	2,782	0.00	0.0	0	0.00	0	0.00	0.00	0	34.77	200.0	6,954
Timothy Paquin	Electrician	32.40	60.0	1,944	0.0	0	32.40	60.0	1,944	32.40	40.0	1,296	0.0	0	32.40	40.0	1,296	0.00	0.0	0	0.00	0	0.00	0.00	0	32.40	100.0	3,240
Terry Clark	Electrician	32.40	60.0	1,944	0.0	0	32.40	60.0	1,944	32.40	40.0	1,296	0.0	0	32.40	40.0	1,296	0.00	0.0	0	0.00	0	0.00	0.00	0	32.40	100.0	3,240
Jeremy Sype	Electrician	22.86	60.0	1,372	0.0	0	22.86	60.0	1,372	22.86	40.0	914	0.0	0	22.86	40.0	914	0.00	0.0	0	0.00	0	0.00	0.00	0	22.86	100.0	2,286
Total Salaries			4306.7	136,424	0.0	0		4306.7	136,424		2805.8	88,127	0.0	0		2805.8	88,127		0.0	0	0.00	0	0.00	0.00	0		7112.5	224,550
Subtotal Labor			136,424	0		136,424		88,127	0		88,127	0		0		0	0		0	0		0	0			224,550		
Equipment Usage			0	0		0		0	0		0	0		0		0	0		0	0		0	0			0		
4616 Bucket Truck		20.84	900.0	18,756	0	0	20.84	600.0	12,504	0	0	0	0	0	20.84	600.0	12,504	0.00	0.0	0	0.00	0	0.00	0.00	0	20.84	31,260	
4612 Platform Truck		20.47	900.0	18,423	0	0	20.47	600.0	12,282	0	0	0	0	0	20.47	600.0	12,282	0.00	0.0	0	0.00	0	0.00	0.00	0	20.47	30,705	
Subtotal Equipment			37,179	0		37,179		24,786	0		24,786	0		0		0	0		0	0		0	0			61,965		
Other Direct Costs				16,373	0	0			16,373			10,916	0	0			10,916			0	0		0	0			27,289	
Fiber Optic Cable				7,000	0	0			7,000			0	0	0			0			0	0		0	0			7,000	
Fiber Boring				5,000	0	0			5,000			0	0	0			0			0	0		0	0			5,000	
Subtotal Other Direct Costs			28,373	0		12,000		10,916	0		0	0		0		0	0		0	0		0	0			39,289		
Travel				0	0	0			0			0	0	0			0			0	0		0	0			0	
Subtotal Travel Costs			0	0		0		0	0		0	0		0		0	0		0	0		0	0			0		
Total Labor Cost			136,424	0		136,424		88,127	0		88,127	0		0		0	0		0	0		0	0			224,550		
Total Direct Cost			65,552	0		65,552		35,702	0		35,702	0		0		0	0		0	0		0	0			101,254		
Overhead	65.0%		88,675	0		88,675		57,282	0		57,282	0		0		0	0		0	0		0	0			145,958		
Average Fringe Benefit	67.3%		91,813	0		91,813		59,309	0		59,309	0		0		0	0		0	0		0	0			151,122		
Estimated Total Cost			382,464	0		382,464		240,420	0		240,420	0		0		0	0		0	0		0	0			622,884		

Attachment C

Prime Sponsor Terms & Conditions

Subcontractor agrees to comply with all applicable federal and state, laws and regulations, and will upon request, furnish Michigan with written assurances of such compliance.

The cited references below, and within this entire Agreement, carry the same force and effect as if given in full text.

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Terms & Conditions are continued on next page...

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

Contractor Performance Evaluations

- a. Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.1502 and TAM 1242.1502. The final performance evaluations will be prepared at the time of completion of work.
- b. The Contractor can elect to review the evaluation and submit additional information or a rebuttal statement. The contractor will be permitted 30 calendar days to respond. Contractor response is voluntary. If the contractor does not respond within 30 days, the Government will presume that the contractor has no comment. Any disagreement between the parties regarding an evaluation will be referred to an individual at a level above the Contracting Officer, whose decision is final.
- c. Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

Federal Highway Administration utilizes the Contractor Performance Assessment Reporting System (CPARS) to record and maintain past performance information. CPARS hosts a suite of web-enabled applications that are used to document contractor performance information that is required by Federal Regulations.

The CPARS module assesses performance on contracts for Systems, Services, Information Technology, and Operations Support. The Architect-Engineer Contract Administration Support System (ACASS) module assesses performance on Architect-Engineer contracts. The Construction Contractor Appraisal Support System (CCASS) module assesses performance on Construction contracts. CPARS reference material can be accessed at <http://www.cpars.csd.disa.mil/cparsfiles/cpars/refmatl.htm>.

The registration process requires the contractor to identify an individual that will serve as a primary contact. This individual will be authorized access to the evaluation for review and comment. In addition, the contractor is encouraged to identify a secondary contact in the event the primary contact is unavailable to process the evaluation within the required 30-day time period. After the FHWA Contract Specialist registers the contract in CPARS, the contractor will receive a system generated e-mail notifying him/her that the contract is registered. A system generated e-mail will also provide the contractor with a User ID if the person does not already have a CPARS User ID.

Once a performance evaluation has been prepared and is ready for comment, the contractor representative will receive a system generated e-mail notification that the performance evaluation is electronically available for review and comment. The contractor representative will

receive an automated e-mail whenever an assessment is completed and can subsequently retrieve the completed assessment from CPARS.

Contractors may access evaluations at www.cpars.csd.disa.mil for review and comment in CPARS.

H.2 GOVERNMENT FURNISHED OR CONTRACTOR ACQUIRED PROPERTY

Equipment and Property provided by the Government or acquired by the Contractor for the performance of work under this contract shall be maintained and accounted for in accordance with the provisions of FAR Part 45. At the conclusion of the contract, all equipment and property provided by the Government to the Contractor shall be returned to the Government, F.O.B Destination, in the same condition as when provided to the Contractor, less normal wear and tear.

H.3 REQUIREMENTS FOR IMPLEMENTING SECTION 508 STANDARDS

The following applies to all FHWA Contracts issued on or after June 25, 2001, for Preparation of Technical reports or other documents that FHWA plans to post on a website.

In addition to the work requirements specified in this statement of work, vendors must ensure that all electronic documents that they prepare will meet the requirements of Section 508 of the Rehabilitation Act. The act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. Vendors can view [Section 508 of the Rehabilitation Act \(http://www.access-board.gov/508.htm\)](http://www.access-board.gov/508.htm) and the [Federal IT Accessibility Initiative \(Home Page\) \(http://section508.gov/\)](http://section508.gov/) for detailed information.

Applicable Standards

The following standards have been determined to be applicable to this contract:

- 1194.21 Software applications and operating systems.
- 1194.22 Web-based intranet and Internet information and applications.
- 1194.23 Telecommunications products.
- 1194.24 Video and multimedia products.
- 1194.25 Self contained, closed products.
- 1194.26 Desktop and portable computers.

The standards are available at <http://www.access-board.gov/sec508/standards.htm>. The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible, if so required by the agency, in the future.

The following paragraphs summarize the requirements for preparing FHWA reports in conformance with Section 508 for eventual posting by FHWA to an FHWA-sponsored website. If you have further questions, please contact the FHWA contracting officer's technical representative listed in this statement of work.

Electronic documents with images:

Provide a text equivalent for every non-text element in all publications prepared in electronic format. Use descriptions (such as, "alt" and "longdesc") for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format (as described in this statement of work) AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. For example, an image that is merely decorative requires only a very brief "text equivalent" description. However, if the image conveys information that is important to the content of the report, then text sufficient to reasonably describe that image and its purpose within the context of the report must be provided.

Electronic documents with complex charts or data tables:

When preparing tables that are heavily designed, provide adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.

Electronic documents with forms:

When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

H.4 PUBLICATION GUIDELINES

The Contractor shall:

- Follow the ITS-JPO publication guidelines, which are listed on the ITS-JPO website, www.its.dot.gov.
- Submit all reports intended for public distribution in one of the approved ITS-JPO report templates, also found on the ITS-JPO website (<http://www.its.dot.gov/pubsguidance.htm>). Any requested changes to the templates or questions regarding the publications process shall be directed to the COTR. Any deviations to the standard report template must be approved by the COTR prior to submission.
- Include 45 days in their task schedules to accommodate the publication/production review process.

- Make any minor graphic, editorial or production changes to the report, which can be requested orally or in writing anytime during the publication/production review process.

H.5 RECORDS MANAGEMENT

The Contractor shall comply with all Federal and DOT records management regulations regarding Federal recordkeeping requirements including the creation, maintenance and use, and disposition of records in all media (paper, electronic, audiovisual, Web sites, etc.).

Federal requirements can be located in Title 44, United States Code (USC), Chapter 31, at <http://www.archives.gov/about/laws/fed-agencies.html>, 44 USC Chapter 33 at <http://www.archives.gov/about/laws/disposal-of-records.html>, and Title 36, Code of Federal Regulations (CFR), Subchapter B, at <http://www.archives.gov/about/regulations/subchapter/b.html>.

H.6 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

An acknowledgment of FHWA support and a disclaimer must appear in any publication of any material, whether copyrighted or not, based on or developed under this contract in the following terms:

“This material is based upon work supported by the Federal Highway Administration under contract number DTFH61-11-C-00040.”

Additionally, all materials must contain the following statement:

“Any opinions, findings and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the Federal Highway Administration.”

H.7 REPRINTS OF PUBLICATIONS

At such time that any article resulting from work under this contract is published, two reprints of the publication shall be sent to the COTR, clearly referencing this contract number and any other appropriate handling information. Written notification shall also be provided to the Contracting Officer.

H.8 PROPERTY RIGHTS IN REPORTS

All property rights, including publication rights, in progress reports and final reports produced by the Contractor in connection with this contract provided for hereunder shall rest in the Government.

H.9 TAR 1252.237-70 QUALIFICATIONS OF CONTRACTOR EMPLOYEES

QUALIFICATIONS OF CONTRACTOR EMPLOYEES (DEVIATION)

(MAY 2005) - Alternate 1 (October 2005).

- a. Definitions. As used in this clause- "Sensitive Information" is any information that, if subject to unauthorized access, modification, loss, or misuse, or is proprietary data, could adversely affect the national interest, the conduct of Federal programs, or the privacy of individuals specified in The Privacy Act, 5 U.S.C. 552a, but has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.
- b. Work under this contract may involve access to DOT facilities, sensitive information or resources (e.g., computer systems). To protect sensitive information, which shall not be disclosed by the Contractor unless authorized in writing by the contracting officer, the Contractor shall provide training to any Contractor employees authorized to access sensitive information, and upon request of the Government, provide information to assist the Government in determining an individual's suitability to have authorization.
- c. The Contracting Officer may require dismissal from work those employees deemed incompetent, careless, insubordinate, unsuitable, or otherwise objectionable, or whose continued employment is deemed contrary to the public interest or inconsistent with the best interest of national security.
- d. Contractor employees working on this contract must complete such forms, as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's Technical Representative (COTR) or Project/Program manager (PM) request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required.
- e. The Contractor shall ensure that Contractor employees are citizens of the United States of America or aliens who have been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced by Bureau of Citizenship and Immigration Services documentation; and
- f. The Contractor shall immediately notify the COTR or PM when an employee's status changes (e.g., employee's transfer, completion of a project, retirement, or termination of employment) that may affect the employee's eligibility for access to the facility, sensitive information, or resources.
- g. To ensure the requirements of FIPS 201, Personal Identity Verification (PIV) of Federal Employees and Contractors, are met, the Contractor shall:

1. Provide a listing of personnel for whom an identification (ID) card is requested to the COTR or PM who will provide a copy of the listing to the card issuing office. This may include Contractor and Subcontractor personnel. Follow issuing office directions for submittal of an application package(s).
 2. While visiting or performing work on a DOT facility, as specified by the issuing office, PM or COTR, ensure that Contractor employees prominently display their identification card.
 3. Promptly deliver to the issuing office: (1) all ID cards assigned to an employee who no longer requires access to the facility; and (2) all expired ID cards within five (5) days of their expiration or all cards at time of contract termination, whichever occurs first.
 4. Immediately report any lost or stolen ID cards to the issuing office and follow their instructions.
- h. The Contractor shall include the substance of this clause in all subcontracts at any tier where the Subcontractor may have access to Government facilities, sensitive information, or resources.
- i. Failure to comply with these requirements may result in withholding of final payment.

**H.10 TAR 1252.239-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED
INFORMATION TECHNOLOGY RESOURCES (APR 2005)**

(a) The Contractor shall be responsible for Information Technology security for all systems connected to a Department of Transportation (DOT) network or operated by the Contractor for DOT, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor has physical or electronic access to DOT's sensitive information that directly supports the mission of DOT. The term "information technology", as used in this clause, means any equipment or interconnected system or subsystem of equipment, including telecommunications equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. This includes both major applications and general support systems as defined by OMB Circular A-130. Examples of tasks that require security provisions include:

- (1) Hosting of DOT e-Government sites or other IT operations;
- (2) Acquisition, transmission or analysis of data owned by DOT with significant replacement cost should the Contractor's copy be corrupted; and
- (3) Access to DOT general support systems/major applications at a level beyond that granted the general public, e.g. bypassing a firewall.

(b) The Contractor shall develop, provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with applicable Federal Laws that include, but are not limited to, 40 U.S.C. 11331, the Federal Information Security Management Act (FISMA) of 2002 and the E-Government Act of 2002. The plan shall meet IT security requirements in accordance with Federal and DOT policies and procedures, as they may be amended from time to time during the term of this contract that include, but are not limited to:

(1) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;

(2) National Institute of Standards and Technology (NIST) Guidelines;

(3) Departmental Information Resource Management Manual (DIRMM) and associated guidelines; and

(4) DOT Order 1630.2B, Personnel Security Management.

(c) Within 30 days after contract award, the Contractor shall submit the IT Security Plan to the DOT Contracting Officer for acceptance. This plan shall be consistent with and further detail the approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The Contractor shall comply with the accepted plan.

(d) Within 6 months after contract award, the Contractor shall submit written proof of IT Security accreditation to the DOT for acceptance by the DOT Contracting Officer. Such written proof may be furnished either by the Contractor or by a third party. Accreditation must be in accordance with DOT Order 1350.2, which is available from the Contracting Officer upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document, and shall include a final security plan, a risk assessment, security test and evaluation, and disaster recovery/continuity of operations plan. The Contractor shall comply with the accepted accreditation documentation.

(e) On an annual basis, the Contractor shall submit verification to the Contracting Officer that the IT Security Plan remains valid.

(f) The Contractor will ensure that the following banners are displayed on all DOT systems (both public and private) operated by the Contractor prior to allowing anyone access to the system:

Government Warning

****WARNING**WARNING**WARNING****

Unauthorized access is a violation of U.S. Law and Department of Transportation policy, and may result in criminal or administrative penalties. Users shall not access other user's or system files without proper authority. Absence of access controls IS NOT authorization for access! DOT information systems and related equipment are intended for communication, transmission, processing and storage of U.S. Government information. These systems and equipment are subject to monitoring by law enforcement and authorized Department officials. Monitoring may result in the acquisition, recording, and analysis of all data being communicated, transmitted, processed or stored in this system by law enforcement and authorized Department officials. Use of this system constitutes consent to such monitoring.

****WARNING**WARNING**WARNING****

(g) The Contractor will ensure that the following banner is displayed on all DOT systems that contain Privacy Act information operated by the Contractor prior to allowing anyone access to the system:

This system contains information protected under the provisions of the Privacy Act of 1974 (Public Law 93-579). Any privacy information displayed on the screen or printed shall be protected from unauthorized disclosure. Employees who violate privacy safeguards may be subject to disciplinary actions, a fine of up to \$5,000, or both.

(h) Contractor personnel requiring privileged access or limited privileged access to systems operated by the Contractor for DOT or interconnected to a DOT network shall be screened at an appropriate level in accordance with DOT Order 1630.2B, Personnel Security Management, as it may be amended from time to time during the term of this contract.

(i) The Contractor shall ensure that its employees, in performance of the contract performing under this contract, receive annual IT security training in accordance with OMB Circular A-130, FISMA, and NIST requirements, as they may be amended from time to time during the term of this contract, with a specific emphasis on rules of behavior.

(j) The Contractor shall afford the Government access to the Contractor's and Subcontractors' facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of DOT data or to the function of information technology systems operated on behalf of DOT, and to preserve evidence of computer crime.

(k) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(l) The Contractor shall immediately notify the contracting officer when an employee terminates employment that has access to DOT information systems or data.

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Continued on next page....

PART II

SECTION I - CONTRACT CLAUSES

I.1 FH.01 PRINTING RESTRICTIONS

All printing funded by this agreement must be done in conformance with Joint Committee on Printing regulations as prescribed in Title 44, United States Code, and Section 308 of Public Law 101-163, and all applicable Government Printing Office and Department of Transportation regulations.

I.2 CENTRAL CONTRACTOR REGISTRATION

All Contractors desiring to receive awards of DOT contracts, purchase orders, delivery orders, or other contractual vehicles must be registered in the Central Contractor Registration (CCR) database before receiving an award, and throughout the contract's period of performance. The CCR is a Federal Government web-based repository of Contractor information.

Interested offerors should read and understand the requirements of FAR 52.204-7. The offeror must register in the CCR prior to receiving any DOT contract awards, and must maintain current, updated information in CCR throughout the performance period of the contract. The Electronic Funds Transfer information in the CCR must be accurate in order for Contractors' invoices or contract financing requests to be considered proper invoices for the purpose of prompt payment under DOT contracts. Offerors can register in CCR at any time and are encouraged to do so immediately.

Offerors may register in the CCR database and obtain additional information at <http://www.ccr.gov>, or by calling 1-888-227-2423. The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the DOT's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor must confirm on an annual basis that its information in the database is accurate and complete.

*******ALERT**** FRAUDULENT CCR LETTERS*******

Recently, current U. S. Department of Transportation (DOT) Contractors and potential Contractors have received fraudulent letters purporting to be issued by DOT. These fraudulent letters request that current or potential Contractors register in the DOD Central Contractor Registration System (CCR). If you receive such a letter, please DO NOT complete the requested CCR worksheet that is attached to the letters and DO NOT release any information to the facsimile number cited in the letter. Please be aware that no Federal agency requires any confidential information to be submitted to verify CCR registration. The CCR is a legitimate

government system. However, to register, Contractors should go directly through the CCR website and never through a third party. There is no requirement to send information directly to any Federal agency. For information on how to register in the CCR, please visit website <http://www.ccr.gov/> or call 1-888-227-2423.

**I.3 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION
REGARDING RESPONSIBILITY MATTERS (JAN 2011) –
ALTERNATE I (JAN 2011)**

(a)

(1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.

(b)

(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)

(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

I.4 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<https://www.acquisition.gov/far/>.

I. FEDERAL ACQUISITION REGULATION (FAR) - 48 CFR CHAPTER 1

1. 52.202-1 Definitions (JULY 2004)
2. 52.203-3 Gratuities (APR 1984)
3. 52.203-5 Covenant Against Contingent Fees (APR 1984)
4. 52.203-6 Restrictions on Subcontractor Sales to the Government (SEPT 2006)
5. 52.203-7 Anti-Kickback Procedures (OCT 2010)
6. 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
7. 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
8. 52.203-12 Limitation on Payment to Influence Certain Federal Transactions (OCT 2010)
9. 52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010)
10. 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)
11. 52.204-7 Central Contractor Registration (APR 2008)
12. 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)
13. 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
14. 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (MAY 2011)
15. 52.215-2 Audit and Records - Negotiation (OCT 2010)
16. 52.215-8 Order of Precedence - Uniform Contract Format (OCT 1997)
17. 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (OCT 2010)
18. 52.215-12 Subcontractor Certified Cost or Pricing Data (OCT 2010)

19. 52.215-15 Pension Adjustments and Asset Reversions (OCT 2010)
20. 52.215-17 Waiver of Facilities Capital Cost of Money (OCT 1997)
21. 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JULY 2005)
22. 52.215-19 Notification Of Ownership Changes (OCT 1997)
23. 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications (OCT 2010)
24. 52.216-7 Allowable Cost and Payment (JUN 2011)
The designated payment office will make interim payments for contract financing on the "30th" day after the designated billing office receives a proper payment request.
25. 52.216-12 Cost-Sharing Contract—No Fee (APR 1984) - Alternate I (APR 1984)
26. 52.216-15 Predetermined Indirect Cost Rates (APR 1998)
27. 52.217-8 Option to Extend Services (NOV 1999)
Fill in: 30 days of the scheduled end of the period of performance.
28. 52.219-8 Utilization of Small Business Concerns (JAN 2011)
29. 52.219-9 Small Business Subcontracting Plan (JAN 2011) – Alternate II (OCT 2001)
30. 52.219-16 Liquidated Damages—Subcontracting Plan (JAN 1999)
31. 52.219-25 Small Disadvantaged Business Participation Program—Disadvantaged Status And Reporting (DEC 2010)
32. 52.219-28 Post-Award Small Business Program Re-representation (APR 2009)
33. 52.222-2 Payment For Overtime Premiums (JUL 1990)
Fill-in: \$0
NOTE: The COTR and CO shall be notified in writing, in advance of any overtime.
34. 52.222-3 Convict Labor (JUNE 2003)
35. 52.222-21 Prohibition of Segregated Facilities (FEB 1999)

36. 52.222-26 Equal Opportunity (MAR 2007)
37. 52.222-35 Equal Opportunity for Veterans (SEP 2010)
38. 52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010)
39. 52.222-37 Employment Reports on Veterans (SEP 2010)
40. 52.222-38 Compliance with Veterans' Employment Reporting Requirements (SEP 2010)
41. 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
42. 52.222-50 Combating Trafficking in Persons (FEB 2009)
43. 52.222-54 Employment Eligibility Verification (JAN 2009)
44. 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (DEC 2007)
45. 52.223-6 Drug-Free Workplace (MAY 2001)
46. 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
47. 52.224-1 Privacy Act Notification (APR 1984)
48. 52.224-2 Privacy Act (APR 1984)
49. 52.225-13 Restrictions on Certain Foreign Purchases (JUNE 2008)
50. 52.227-1 Authorization and Consent (DEC 2007) - Alternate I (APR 1984)
51. 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
52. 52.227-11 Patent Rights -- Ownership by the Contractor (DEC 2007)
53. 52.227-14 Rights in Data - General (DEC 2007) - Alternate IV (DEC 2007)
54. 52.227-16 Additional Data Requirements (JUN 1987)

55. 52.228-7 Insurance - Liability to Third Persons (MAR 1996)
56. 52.230-3 Disclosure and Consistency of Cost Accounting Practices (OCT 2008)
57. 52.230-5 Cost Accounting Standards—Educational Institution (OCT 2010)
58. 52.230-6 Administration of Cost Accounting Standards (JUN 2010)
59. 52.232-22 Limitation of Funds (APR 1984)
60. 52.232-23 Assignment of Claims (JAN 1986)
61. 52.232-25 Prompt Payment (OCT 2008) - Alternate I (FEB 2002)
62. 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
63. 52.233-1 Disputes (JUL 2002)
64. 52.233-3 Protest after Award (AUG 1996) - Alternate I (JUNE 1985)
65. 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
66. 52.239-1 Privacy or Security Safeguards (AUG 1996)
67. 52.242-1 Notice of Intent to Disallow Costs (APR 1984)
68. 52.242-3 Penalties for Unallowable Costs (MAY 2001)
69. 52.242-13 Bankruptcy (JUL 1995)
70. 52.243-2 Changes - Cost-Reimbursement (AUG 1987) - Alternate V (APR 1984)
71. 52.243-7 Notification of Changes (APR 1984)
72. 52.244-2 Subcontracts (OCT 2010) - Alternate I (JUN 2007)
73. 52.244-5 Competition in Subcontracting (DEC 1996)
74. 52.244-6 Subcontracts for Commercial Items (DEC 2010)
75. 52.245-1 Government Property (AUG 2010) - Alternate II (JUN 2007)
Title to property purchased with an acquisition cost of \$5,000 or more shall vest in the Government, unless otherwise noted in writing by the

Contracting Officer.

- 76. 52.245-9 Use and Charges (AUG 2010)
- 77. 52.246-25 Limitation of Liability - Services (FEB 1997)
- 78. 52.249-5 Termination for Convenience of the Government (Educational and Other Nonprofit Institutions) (SEPT 1996)
- 79. 52.251-1 Government Supply Sources (AUG 2010)
- 80. 52.253-1 Computer Generated Forms (JAN 1991)

**II. DEPARTMENT OF TRANSPORTATION ACQUISITION REGULATIONS (TAR)
CLAUSES - 48 CHAPTER 12**

- 1252.223-72 Protection of Human Subjects (APR 2005)
- 1252.223-73 Seat Belt Use Policies and Programs (APR 2005)
- 1252.235-70 Research Misconduct (APR 2005)
- 1252.242-70 Dissemination Of Information – Educational Institutions (OCT 1994)
- 1252.245-70 Government Property Reports (OCT 1994)

End of Attachment C

Institution/Organization

Name: City of Ann Arbor

Address: 301 E. Huron

City: Ann Arbor

State: MI

ZipCode + 4: 48107-8647

EIN No.: 38-6004534

Institution Type: City/Township Gov't

Did the subrecipient's gross income, from all sources, in the previous tax year exceed \$300,000? Yes No

If no, FFATA reporting of this subaward is not required.

Is the Performance Site the Same Address as Above? Yes NoIf no, is the Performance Site the same as PI address below? Yes NoIf no to both questions, please complete **Attachment D - page 2**Is Subrecipient exempt from reporting compensation? Yes NoIf no, please complete **Attachment D - page 2**Currently registered in CCR? Yes No

DUNS No.:

38-6004534

Parent DUNS No.:

Congressional District:

15

Congressional District:

Administrative Contact

Name: Craig Hupy

Address: 4131 Stone School Rd.

City: Ann Arbor

State: MI

ZipCode: 48108

Telephone: (734) 794-6351

Fax: (734) 994-0742

Email: chupy@a2gov.org

Principal Investigator

Name: Les Sipowski

Address: 301 E. Huron St., P.O. Box 8647

City: Ann Arbor

State: MI

ZipCode: 48107-8647

Telephone: (734) 764-6410

Fax: (734) 994-1744

Email: lsipowski@a2gov.org

Financial Contact

Name: Marti Praschan

Address: 301 E. Huron St., P.O. Box 8647

City: Ann Arbor

State: MI

ZipCode: 48107-8647

Telephone: (734) 794-6310

Fax: (734) 994-1816

Email: mpraschan@a2gov.org

Authorized Official

Name: Russell Hanshue

Address: 301 E. Huron St.

City: Ann Arbor

State: MI

ZipCode: 48104

Telephone: (734) 794-6550 x 45512

Fax: (734) 794-994-3031

Email: rhanshue@a2gov.org

Institution/Organization

Name: City of Ann Arbor

Place of Performance

Name: City of Ann Arbor

Address: 301 E. Huron

City: Ann Arbor

State: MI

ZipCode + 4: 48107-8647

Telephone: (734) 794-6000

Fax: (734) 994-1816

Email: _____

Congressional District: 15

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if--

(i) the entity in the preceding fiscal year received—

(I) 80 percent or more of its annual gross revenues in Federal awards (federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements); AND

(II) \$25,000,000 or more in annual gross revenues from Federal awards; and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

Is subaward entity exempt from reporting executive compensation? Yes No If no, complete the information below.

Officer 1 Name

Officer 1 Compensation

Officer 2 Name

Officer 2 Compensation

Officer 3 Name

Officer 3 Compensation

Officer 4 Name

Officer 4 Compensation

Officer 5 Name

Officer 5 Compensation