

REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i>		TYPE OF MARKET <input checked="" type="checkbox"/> SET-ASIDE <input type="checkbox"/> DCSS <input type="checkbox"/> GSA			PAGE OF PAGES 1 14	
1. REQUEST NO. DCKA-2010-Q-0121	2. DATE ISSUED 01/15/10	3. REQUEST/PURCHASE REQUEST NO.	4. NIGP COMMODITY CODE	5. CAPTION Crosswalk Beacons Phase 2		
5A. ISSUED BY DISTRICT DEPARTMENT OF TRANSPORTATION Office of Contracting and Procurement 2000 14th Street, N.W., 6th Floor Washington, D.C. 20009			6. DELIVER BY <i>(Date)</i>			
			7. DELIVERY			
5B. FOR INFORMATION CALL: <i>(Name and telephone no.) (No collect calls)</i> Scott Cary 202-671-2275 or email scott.cary@dc.gov			<input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER <i>(See Schedule)</i>			
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION <i>(Delivery Address)</i>			
10. PLEASE FURNISH QUOTATIONS TO ISSUING OFFICE (See 5A and 5B above) ON OR BEFORE CLOSE OF BUSINESS <i>(Date and Time)</i> Fax response by January 22, 2010, 2pm to 202-671-0664		11. BUSINESS CLASSIFICATION <i>(Check appropriate boxes)</i> <input checked="" type="checkbox"/> SMALL <input checked="" type="checkbox"/> LOCAL <input checked="" type="checkbox"/> RESIDENT OWNED <input checked="" type="checkbox"/> LONG TIME RESIDENT <input checked="" type="checkbox"/> ENTERPRISE ZONE				
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contracts for supplies or invoices. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
12. SCHEDULE (Include applicable Federal, State and local taxes)						
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
	SEE ATTACHED PRICE SCHEDULE (ATTACHMENT A)					
13. DISCOUNT FOR PROMPT PAYMENT ▶		10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS	
		%	%	%		
14. NAME AND ADDRESS OF QUOTER <i>(Street, city, county, State and ZIP Code)</i>			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		16. DATE OF QUOTATION	
			17. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		18. TELEPHONE NO. <i>(Include area code)</i>	

REQUEST FOR QUOTATION (RFQ)
DCKA-2010-Q-0121
“Crosswalk Beacons Phase 2”

1. GENERAL TERMS AND CONDITIONS

1.1 Designation of Solicitation for the Small Business Set Aside Market Only

1.1.1 This Request for Quotations is designated for Certified small Business Enterprise (CBE) offerors only under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005.

1.1.2 Offerors must possess a “Certified Business Enterprise” (CBE) designation granted by The Department of Small and Local Business Development, and include a copy of that certification with their bid response, in order to be eligible to submit a bid in response to this solicitation. Bids received from offerors that are not CBE-certified will not be considered.

1.1.3 In order to qualify as a Certified Business Enterprise (CBE), please note that DC Law 16-33 Section 2331 states that your principal office must be physically located within the District of Columbia and your highest level managerial staff must be operating from this location. In addition, one of the following must be true: greater than 50% of the assets or revenues of the business are derived from within the District, or greater than 50% of employees or owners are residents of the District.

1.2 Application of Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to submitted bids as follows:

1.2.1 Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive a three percent (3%) reduction in the evaluated (not actual) bid price for a bid submitted by the SBE in response to this Invitation for Bids (IFB).

1.2.2 Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the evaluated (not actual) bid price for a bid submitted by the ROB in response to this IFB.

1.2.3 Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a ten percent (10%) reduction in the evaluated (not actual) bid price for a bid submitted by the LRB in response to this IFB.

- 1.2.4 Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the evaluated (not actual) bid price for a bid submitted by the LBE in response to this IFB.
- 1.2.5 Any prime contractor that is a local business enterprise with its principal offices locates in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the evaluated (not actual) bid price for a bid submitted by the DZE in response to this IFB.
- 1.2.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by the DSLBD will receive a two percent (2%) reduction in the evaluated (not actual) bid price for a bid submitted by the DBE in response to this IFB.

1.3 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve per cent (12%) for bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

1.4 Vendor Submission for Preferences

- 1.4.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid, the following documentation, as applicable to the preference being sought:
- 1.4.2 Evidence of the vendor's certification by DSLBD as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of all relevant letters of certification from DSLBD;
or
- 1.4.3 Evidence of the vendor's provisional certification by DSLBD as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of the provisional certification from DSLBD.
- 1.4.4 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
CBE Certification Program
(202) 727-3900

- 1.5 This is a firm-fixed-price definite quantity purchase for the items specified. The Offeror shall deliver all items in accordance with the terms and conditions of the contract award.

2. QUANTITY INCREASE/DECREASE

The District reserves the right to increase or decrease the quantity specified by up to fifty percent (50%) or not less than one unit, before contract award or within sixty (60) days of date of award at the unit price bid.

3. BACKGROUND

- 3.1 The District of Columbia Department of Transportation (DDOT) is dedicated to saving lives and preventing injuries by reducing the number and severity of pedestrian and motor vehicle crashes. To further this goal, DDOT plans to deploy a new device for increasing the safety and access of pedestrians crossing at uncontrolled crosswalks (i.e. crosswalks without signals). Crosswalks without signals are a type of crossing location that accounts for near 25% of all pedestrian crashes in DC, the single largest crash type category.

- 3.2 Several types of conventional flashing beacons are available for use at crosswalks. A market survey of the effectiveness of various types of traffic controls at uncontrolled crosswalks was performed by the Transportation Research Board (TRB) (National Cooperative Highway Research Program Report 562/Transit Cooperative Research Report 562, 2006). TRB found that conventional overhead pedestrian activated beacons on four-lane roadways do not produce significant increases in yielding behavior by approaching drivers as compared to basic high visibility signs and pavement markings.

- 3.3 The proposed product, known as the “Enhancer”, has shown to produce driver compliance of pedestrian right of way averaging 85% for a 12 month period at 18 locations in a study that was prepared for the 2008 TRB Annual Meeting (Paper #08-1406). The “Enhancer” consists of solar powered pedestrian-activated twin high-intensity beacons that flash in a stutter pattern towards approaching drivers, indicating that a pedestrian is in or about to be in the crosswalk. This device is being pilot tested in St. Petersburg, Florida with excellent results and is under consideration by the Federal Highway Administration for interim approval in the Manual on Uniform Traffic Control Devices in July of 2008. See web page http://mutcd.fhwa.dot.gov/resources/interim_approval/ial1/fhwamemo.htm

- 3.4 This technology is being recommended for use in the District as part of DC Pedestrian Master Plan and furthers the goals of the District’s Strategic Highway Safety Plan which identifies pedestrian safety as one of its critical emphasis areas.

3.5 The District is aware of only one company, Stop Experts, Inc., that provides the equipment necessary to fulfill the specifications required by the Federal Highway Administration. Those specifications are hereby incorporated as requirements within this solicitation, which is designated as “Brand Name or Equal” for the purposes of bidding. If the contractor offers to furnish equipment other than the brand-name specified in this solicitation, the contractor must provide sufficient information in Attachment A as well as supporting documentation adequate to an evaluation by the District of the proposed alternative product.

4. **APPLICABLE DOCUMENTS**

The Contractor shall perform work in accordance with the documents in the following table. The Contractor shall use the latest version of each of the documents in conducting the work. The Contractor shall be responsible for ensuring that it has and is using the latest version of these documents at the time that the affected work is conducted. These documents are incorporated by reference and will be made a part of the contract.

Item No.	Document Type	Title	Date
1	Government	Standard Contract Provisions for Use With District of Columbia Government Supply and Service Contracts	March 2007
2	D.C. Regulations	27 District of Columbia Municipal Regulations (DCMR)	
3	Government	Standard Specifications for Highways and Structures	2007

5. **SERVICES/SUPPLIES REQUIRED**

5.1 The Office of Contracting, on behalf of DDOT’s Transportation Policy and Planning Administration (TPPA) has an immediate need for the services of a contractor to furnish and install pedestrian-activated Rectangular Rapid Flashing Crosswalk Beacon units (RRFB) at three (3) locations in the District of Columbia.

The work consists of furnishing, installing, and testing RRFBs comprised of foundations, sign posts, sign panels, pedestrian push buttons, LEDs, solar power system, wireless communication system, and all incidentals.

5.1.1 The proposed manufacturer of this product is:

Stop Experts, Inc.
723 Commerce Drive
Venice, FL 34292
(941) 484-4003
<http://www.stopexperts.com/>

5.2 Beacon Signs (CLIN 001)

General Description:

A Rectangular Rapid Flashing Beacon unit consists of:

- 1) A square heavy duty sign pole.
- 2) Fluorescent yellow-green (FYG) pedestrian crossing warning signs (W11-2), facing both directions.
- 3) Two rapidly and alternately flashed rectangular yellow indications having LED-array-based pulsing light sources.
- 4) FYG down arrow plaques (W16-7P) beneath the beacon unit.
- 5) A pedestrian push-button device (which may be a stand along unit).
- 6) If the unit is used in a school zone, a School Crossing sign (S1-1) shall be used.
- 7) All necessary communication hardware and/or software.

General Requirements:

- 1) LED beacon units must be designed so that they may be independently aimed at approaching drivers. Units requiring this design are noted below as “aimable.”
- 2) Each beacon/push button assembly unit or push button only unit must have overhead lighting of the pedestrian pad area.
- 3) Push buttons must have audible message alerting pedestrians near the button that the device is available. This must also be able to be activated in Spanish.

5.2.1 Each RRFB shall consist of two rectangular-shaped yellow indications, each with an LED-array based light source. Each RRFB indication shall be a minimum of approximately 5 inches wide by approximately 2 inches high.

5.2.2 The two RRFB indications shall be aligned horizontally, with the longer dimension horizontal and with a minimum space between the two indications of approximately seven inches (7 in), measured from the inside edge of one indication to the inside edge of the other indication.

5.2.3 The outside edges of the RRFB indications, including any housings, shall not project beyond the outside edges of the W11-1 sign.

5.2.4 As a specific exception to 2003 MUTCD Section 4K.OI, the RRFB shall be located between the bottom of the crossing warning sign and the top of the supplemental downward diagonal arrow plaque (or, in the case of a supplemental advance sign, the AHEAD

plaque), rather than 12 inches above or below the sign assembly as specified in the FHWA Interim Approval for Optional Use of Rectangular Rapid Flashing Beacons (IA-II).

- 5.2.5 When activated, the two yellow indications in each RRFB shall flash in a rapidly alternating "wig-wag" flashing sequence (left light on, then right light on).
- 5.2.6 As specific exception to 2003 MUTCD Section 4K.01 requirements for the flash rate of beacons, RRFBs shall use a much faster flash rate. Each of the two yellow indications of an RRFB shall have 70 to 80 periods of flashing per minute and shall have alternating but approximately equal periods of rapid pulsing light emissions and dark operation. During each of its 70 to 80 flashing periods per minute, one of the yellow indications shall emit two rapid pulses of light and the other yellow indication shall emit three rapid pulses of light as specified in the FHWA Interim Approval for Optional Use of Rectangular Rapid Flashing Beacons (IA-II).
- 5.2.7 The flash rate of each individual yellow indication, as applied over the full on-off sequence of a flashing period of the indication, shall not be between 5 and 30 flashes per second, to avoid frequencies that might cause seizures.
- 5.2.8 The light intensity of the yellow indications shall meet the minimum specifications of the Society of Automotive Engineers (SAE) standard J595 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated January 2005.
- 5.2.9 The RRFB shall be normally dark, shall initiate operation only upon pedestrian actuation, and shall cease operation at a predetermined time after the pedestrian actuation.
- 5.2.10 All RRFBs associated with a given crosswalk shall, when activated, simultaneously commence operation of their alternating rapid flashing indication and shall cease operation simultaneously by wireless communication.
- 5.2.11 A pedestrian instruction sign with the legend PUSH BUTTON TO TURN ON WARNING LIGHTS shall be mounted adjacent to or integral with each pedestrian pushbutton.
- 5.2.12 The duration of the predetermined period of operation of the RRFBs following each actuation should be based on the MUTCD procedures for timing of pedestrian clearance times for pedestrian signals.
- 5.2.13 A small light directed at and visible to pedestrians in the crosswalk may be installed integral to the RRFB or push button to give confirmation that the RRFB is in operation.
- 5.2.14 The solar panel and battery power system shall be augmented to protect it from vandalism or theft. The solar power system shall be complete including all elements required for an operational installation.
- 5.2.15 The solar panels shall be designed to withstand wind speeds of 120 mph.

- 5.2.16 Battery shall be a minimum of 18 Ahr and housed in a lockable container.
- 5.2.17 Solar Photovoltaic Modules shall be a minimum of 40 W, 12 V, and retain 90% power output after 12 years.
- 5.2.18 The power supply system shall be operable within a temperature range of -40 degrees F to 100 degrees F.
- 5.2.19 The sign posts shall be breakaway, meeting the requirements of NCHRP 350.

5.3 Installation (CLIN 002)

- 5.3.1 The Contractor shall install initial “base poles” in accordance with instructions provided by the COTR following contract award. The manufacturer will complete installation of the RRFBs upon the Contractor’s satisfactory installation of base poles as approved by the COTR. Locations under consideration by the District are described below.
- 5.3.2 Locations:
1. McArthur Blvd. and U St., NW
 2. Alabama Ave. and 15th Pl. SE
 3. 800 Southern Ave. SE

5.4 WARRANTY

Contractor warrants that the material/equipment furnished by the contractor will be free from all defects whatsoever and agrees that for a period of two (2) years from date of acceptance by the District of Columbia that any repairs, replacements, or adjustments made necessary because of defects in product or installation will be made promptly by him without cost to and to the satisfaction of the District of Columbia. This warranty shall not operate to void longer guarantees offered by the manufacturer of the material/equipment or its components. Potential bidders should note that only installation by the manufacturer sustains the product warranty; the Contractor will be required to install base poles and allow the manufacturer to complete the installation.

6. BRAND NAME OR EQUAL

- 6.1 As used in this clause, the term “brand name” includes identification of products by make and model.

- 6.2 If items called for by this Invitation for Bids have been identified in the schedule by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering “equal” products will be considered for award if such products are clearly identified in the bids and are determined by the District to be equal in all material respects to the brand name products referenced in the Request for Quotation.
- 6.3 Unless the bidder clearly indicates in his bid that he is offering an “equal” product, his bid shall be considered as offering a brand name product referenced in the Request for Quotation.
- 6.4 If the bidder proposes to furnish an “equal” product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the Request for Quotation, or such product shall be otherwise clearly identified in the bid.
- 6.5 The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the District and will be based on information furnished by the bidder or identified in his bid as well as other information reasonably available to the purchasing authority. **CAUTION TO BIDDERS:** The District is not responsible for locating or securing any information which is not identified in the bid and not reasonably available to the District.
- 6.6 Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his bid all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the District to (i) determine the product offered meets the requirements of the Request for Quotation, and (ii) establish exactly what the bidder proposes to furnish and what the District would be binding itself to purchasing by making an award. The information furnished may include specific reference to information previously furnished or to information otherwise available to the District.
- 6.7 If the bidder proposes to modify a product so as to make it conform to the requirements of the Request for Quotation, he shall (i) include in his bid a clear description of such proposed modifications, and (ii) clearly mark any descriptive material to show the proposed modifications.
- 6.8 Modifications proposed after bid opening to make a product conform to a brand name product referenced in the Request for Quotation will not be considered.

7. REQUIREMENT FOR DESCRIPTIVE LITERATURE

- 7.1 Descriptive literature must be furnished as a part of a bid and must be received before the time set for opening bids. The literature furnished must be identified to show the items in the bid to which it pertains. The descriptive literature is required to establish, for the purpose of bid evaluation and award, details of the products the

bidder proposes to furnish as to design, material, quality, construction and performance characteristics.

- 7.2 Failure of descriptive literature to show that the product offered conforms to the specifications and other requirements of this invitation for bids may require rejection of the bid. Failure to furnish the descriptive literature by the time and date set for receipt of bids will require rejection of the bid, except that if the materials are transmitted by mail and received late, it may be considered under the provision for considering late bids, as set forth elsewhere in this invitation for bids. The Contracting Officer may waive the requirement for furnishing descriptive literature if either of the following occurs:
- 7.2.1 Bidder states in the bid that the product being offered is the same as a product previously or currently being furnished to the District; or
- 7.2.2 The Contracting Officer, on advice of technical personnel determines that the product offered by the bidder complies with the specification requirements of the current invitation for bids.

8. INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause number five (5) of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.

9. PROTECTION OF PROPERTY:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

10. DELIVERABLES AND DELIVERY SCHEDULE:

- 10.1 The offeror shall provide the COTR with a complete set of product-related manufacturer documentation, at the time of delivery.

10.2 UNIT PRICES AND DELIVERY POINT

Unit prices and/or discounts offered herein shall include delivery, all charges prepaid and exclusive of all taxes to the installation locations.

11. PERIOD OF DELIVERY:

All equipment must be furnished and installed within six months from the purchase order issuance date.

12. BASIS FOR AWARD:

The Contracting Officer will award the PO to the lowest responsive responsible bidder after the application of preference points described in Section 1.2.

13. AGGREGATE AWARD:

Award, if made, will be to a single bidder in the aggregate for all items indicated herein. Bidder must quote unit prices on each item within each group to receive consideration.

15. CONTRACTING OFFICER (CO):

Contracts will be entered into and signed on behalf of the District only by Contracting Officers (CO's). The name, address and telephone number of the CO for this procurement is:

Jerry Carter
District Department of Transportation
Office of Contracting and Procurement
Address: 2000 14th Street, NW; 6th Floor
Telephone: (202) 671-2288

16. AUTHORIZED CHANGES BY THE CO

16.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

16.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

16.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

17. CO'S TECHNICAL REPRESENTATIVE (COTR):

17.1 The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Name: George Branyan
Title: Pedestrian Program Coordinator
Agency: Transportation Policy and Planning Administration
Address: Reeves Center 7th floor
2000 14th Street, NW
Washington DC 20009
Telephone: 202-671-2561

17.2 The COTR shall not have authority to make any changes in the specifications or terms and conditions of the contract/PO.

17.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

18. INVOICE SUBMITTAL:

18.1 The contractor shall submit proper invoices as specified in this contract. Invoices shall be prepared in triplicate and submitted to the agency Chief Financial Officer (CFO) with a concurrent copy to the COTR. The address of the CFO is:

Name: Office of the Controller/ Agency CFO
Address: Accounts Payable
2000 14th Street, NW-6th Floor
Washington, DC 20009

18.1 To constitute a proper invoice, the Contractor shall submit the following information:

- 18.1.1 Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- 18.1.2 contract, formal agreement or PO and invoice numbers;
- 18.1.3 description, price, quantity (if supplies), service delivery date(s) and the percent of work actually performed;
- 18.1.4 other supporting documentation or information, as required by the CO or COTR;
- 18.1.5 name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

- 18.1.6 name, title, phone number of person preparing the invoice;
- 18.1.7 name, title, phone number and mailing address of person; and
- 18.1.8 authorized signature.

19. DDOT TITLE VI ASSURANCE

19.1 During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

19.2 COMPLIANCE WITH REGULATIONS

The contractor shall comply with the Regulations relative to Non-Discrimination in Federally Assisted Programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, (hereinafter referred to as the “Regulations”), as they may be amended from time to time, which are incorporated by reference and made a part of this contract.

19.3 NON-DISCRIMINATION

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, gender or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. A contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**19.4 SOLICITATIONS FOR SUBCONTRACTORS, INCLUDING
PROCUREMENTS OF MATERIALS AND EQUIPMENT**

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

19.5 INFORMATION AND REPORTS

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by DDOT or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or

refuses to furnish this information, the contractor shall so certify to DDOT, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

19.6 **SANCTIONS FOR NON-COMPLIANCE**

In the event of the contractor's non-compliance with non-discrimination provisions of this contract, DDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

19.6.1 1) withholding of payments to the contractor under the contract until the contractor complies, and/or

19.6.2 2) cancellation, termination, or suspension of the contract, in whole or in part.

19.7 **INCORPORATION OF PROVISIONS**

The Contractor shall include the provisions of paragraphs (1) through (6) of this Assurance in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as DDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction, the contractor may request DDOT to enter into such litigation to protect the interests of DDOT, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

20. **LIST OF ATTACHMENTS**

20.1 Attachment A: Price schedule

20.2 Attachment B: Tax Certification Form

20.3 Attachment C: EEO Compliance Form