



REQUEST FOR PROPOSALS 2026-008

QLINE Custodial Cleaning Services

Issue Date:	Thursday, July 23, 2026
Site Visit:	Friday, July 31, 2026, 1:00 – 3:00 PM EDT
Proposals Due:	Tuesday, August 18, 2026, by 5:00 PM EDT
Vendor Interview Week:	August 31 – September 2, 2026
Contract Award Announcement:	Friday, September 18, 2026

Procurement Contact:

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DESCRIPTION

The Regional Transit Authority of Southeast Michigan (RTA) invites proposals from qualified vendors to provide custodial services for the QLINE Streetcar in Detroit. The initial term of the resulting contract will be three (3) years, October 1, 2026 to September 30, 2029, with up to two (2) one (1)-year renewal options.

This solicitation is structured to encourage flexibility and competition. Proposers may submit bids for all services or for discrete portions of the Scope of Services (by Tasks). RTA reserves the right to award contracts to one or multiple vendors based on best value, operational efficiency, geographic coverage, and service specialization. RTA may

also segment services by asset class (e.g., vehicles, facilities, public spaces) or by service type (e.g., routine cleaning, deep cleaning, snow removal).

SITE VISIT INFORMATION

In lieu of a solicitation Question and Answer process, RTA will hold a Site Visit at the QLINE Tech Center on Friday, July 31, 2026, from 1:00 pm until 3:00 pm EDT. The Site Visit will be the only opportunity for bidders to ask questions about this solicitation. All prospective bidders must attend this Site Visit in order to be considered responsive to this solicitation.

Bidders must RVSP to Rebecca Donnelly-Lasecki at rdlasecki@rtamichigan.org no later than 5:00 pm EDT on Thursday, July 30, 2026, providing complete contact information for each attendee (Company Name and Address, Attendee Name, Title, Email, and Phone). Attendance is limited to not more than two (2) representatives of each prospective bidder. Closed-toe shoes and appropriate attire are required. Participants are encouraged to bring a high visibility safety vest, if available (depending on anticipated attendance, RTA can provide a limited number of vests for this event).

Parking in the QLINE Tech Center lot is limited; some street parking is available on Bethune and John R. Carpooling or use of transit is encouraged.

The QLINE Tech Center is located at 7520 Woodward Avenue Detroit, MI 48202.

Direct all questions about the Site Visit to Rebecca Donnelly-Lasecki.

SUBMISSION INSTRUCTIONS

- Proposals must be submitted via BidNet Direct by the deadline indicated above.
- Price-related information must be submitted separately from the technical proposal.
- Late and/or incomplete submissions will not be considered.

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1. Introduction

The Regional Transit Authority (RTA) is soliciting proposals from qualified firm(s) to provide custodial cleaning services for the **RTA QLINE Tech Center, Streetcars, Station Stops, and Platforms**. The streetcar network consists of six (6) streetcars, with approximately five (5) streetcars typically in active service at any given time, and twenty (20) station stops, with four (4) serving both directions, each of which requires daily cleaning.

Service Delivery Model

The QLINE streetcar system requires comprehensive custodial cleaning support to maintain clean, safe, and customer-ready streetcars, stations, platforms, public spaces, and administrative facilities. The RTA seeks contractor(s) capable of developing and implementing a staffing model that provides effective coverage across all required service locations and operational periods, while supporting routine (daily, weekly, and monthly) cleaning and scheduled service activities, including on-demand events, emergency response, and special request needs.

Rather than prescribing specific staffing levels or crew sizes, the RTA encourages proposers to recommend a staffing approach that best achieves the performance requirements outlined in this RFP.

Proposers shall submit a detailed staffing plan describing proposed work schedules that align with RTA shift times, supervisory coverage, staffing levels, response capabilities, and deployment strategies necessary to deliver the required services during the required time periods, including:

Morning Shift: Service Preparation (expected start time 6:00 am - end time to be determined by Contractor)

- Provides daily cleaning of all QLINE stations, platforms, and passenger waiting areas according to RTA cleaning performance expectations.

Daytime Shift: Operations and Rapid Response (expected 2:00 pm – 10:00 pm)

- Conduct system-wide inspections throughout the service day.
- Perform streetcar cleanliness checks at approximately hourly intervals.

- Respond to litter, spills, biohazards, graffiti, customer incidents, and other cleanliness concerns.
- Support for special events, increased ridership periods, and on-demand cleaning requests.
- Respond to litter, biohazards, spills, customer incidents, special events, and other emergent cleaning requirements.

Evening and Overnight Shift: Streetcar Cleaning (10:00 pm – 2:00 am)

- Supports cleaning and washing streetcars during non-service hours at the RTA QLINE Tech Center.

Streetcar Station Locations

Contractor shall provide cleaning services at the following QLINE Station Stops:

- Congress Street Station
- Campus Martius Station NB
- Campus Martius Station SB
- Grand Circus Station NB
- Grand Circus Station SB
- Montcalm Station NB
- Montcalm Station SB
- Adelaide Street Station NB
- Sproat Street Station SB
- Mack Avenue/MLK Boulevard NB
- Mack Avenue/MLK Boulevard SB
- Canfield Street Station NB
- Canfield Street Station SB
- Warren Avenue Station NB
- Warren Avenue Station SB
- Ferry Street Station NB
- Ferry Street Station SB
- Amsterdam Street Station NB/SB
- Baltimore Street Station NB/SB
- Grand Boulevard Station NB/SB

2. Objectives

The objectives of this procurement are to:

- 1. Ensure Cleanliness and Safety**
Maintain a clean, sanitary, and safe environment across all RTA QLINE assets.
- 2. Enhance Customer Experience**
Deliver visibly high-quality cleaning that improves rider perception and confidence in the system.
- 3. Increase Accountability and Performance**
Establish clear service levels, inspection protocols, and performance metrics.
- 4. Support Operational Efficiency**
Provide services that align with operating schedules and minimize RTA QLINE service disruptions.

3. Scope of Services

The Contractor(s) shall provide all labor, supervision, equipment, and non-consumable supplies necessary to perform custodial services.

Employee Training Requirements Prior to Working at Station Stops:

All Contractors and their employees who work at any QLINE Streetcar Station stop or along the embedded track will be required to complete the "QLINE Streetcar Track Access Course." The course is provided by RTA QLINE and is mandatory for all personnel who will work within four (4) feet of the streetcar tracks. The safety course will be given prior to authorization to perform service for QLINE. The course will take approximately three (3) hours. Once a worker has completed the course, they will receive a Roadway Worker Protection Training Card. The card/certification is valid for one (1) year and must be renewed annually.

Performance Monitoring, Reporting & Technology:

The RTA seeks to transition from paper-based inspection documentation, checklists, and manual approvals to a technology-enabled, data-driven custodial management program. Proposals shall include how the Contractor(s) will apply a digital work management and reporting platform that captures real-time service data, inspections, completed work orders, corrective actions, response times, and service requests.

Desired KPI Categories:

- Shift Reports
- Work Order Completion Rate
- Scheduled Cleaning Compliance
- Quality Inspection Scores
- On-Demand Response Time
- Emergency Response Time
- Biohazard Incident Resolution Time
- Customer Service Issues (stations, platforms)
- Graffiti Removal Instances & Response Time
- Event Support Performance
- Safety and Incident Reporting
- Station Cleanliness Report & Scores
- Streetcar Cleanliness Report & Scores

The Contractor shall provide the RTA with electronic access to service records, trend analysis, and performance metrics to support continuous improvement, operational decision-making, contract oversight, and accountability throughout the contract term.

Task A – Streetcar Vehicles Interior Cleaning Services

Cleaning Hours, Requirements, and Performance Expectations

1. Streetcar specifications (for reference):
 - Length: 66.5 feet
 - Height: 11 feet
 - Weight: 63,960 pounds
 - Seating: 41 passenger seats; two (2) operator seats (one in each cab)
 - Maximum Capacity: 212 passengers
2. Provide cleaning Seven (7) days per week, fifty-two (52) weeks per year, excluding Thanksgiving Day only
3. Daily interior and exterior streetcar cleaning shall be performed only after all streetcars have returned to the RTA Tech Center at end of daily service.
4. Respond to On-Demand Event, Emergency, and Special cleaning requests for streetcars, stations, and platforms.

5. Contractor shall coordinate with RTA QLINE Management to confirm the availability of Streetcars and to ensure that cleaning is completed prior to the next scheduled day of service.
6. The interior of the streetcars will be cleaned after applicable maintenance has been performed, but before the streetcars are scheduled to resume operations in the morning.
7. Streetcar cleaning occurs at night after daily service operations conclude, according to the timetable below:

Nighttime Streetcar Cleaning Requirements (Interior & Exterior)

Days	Cleaning Times	# of Streetcars
Summer Hours		
Monday – Saturday	11:30 pm to 2:00 am	Five (5) Streetcars
Sundays & Holidays	11:30 pm to 2:00 am	Five (5) Streetcars
Winter Hours		
Monday – Saturday	11:30 pm to 2:00 am	Five (5) Streetcars
Sundays	9:00 pm – 2:00 am Every Sunday, weekly, and monthly “deep” cleaning for streetcars	Five (5) Streetcars
<i>Cleaning times are subject to change.</i>		

Contractors' Streetcar Interior Daily, Weekly, and Monthly Cleaning Responsibilities

The Contractor shall perform daily, weekly, and monthly cleaning services to maintain a clean, safe, and professional appearance of all QLINE streetcars. Cleaning activities are intended to progress from routine daily maintenance to more detailed, intensive cleaning one time each week and monthly on a scheduled basis. On days when weekly and monthly cleaning tasks are performed, daily tasks are required as well.

The Contractor shall use cleaning methods, equipment, and products appropriate for each surface and material, ensuring all streetcars remain clean, sanitary, safe for passengers, and presentable for public service.

Contractor is responsible for proposing a schedule working within the winter and summer time frames.

Daily Streetcar Cleaning Tasks (Every Day)	Weekly Streetcar Cleaning Tasks (Once per Week)	Monthly Streetcar Cleaning Tasks (Once per Month)	Performance Expectation
Operator Cabs			
Remove trash from both operator cabs	N/A	N/A	All waste receptacles shall be emptied, liners replaced as needed, and no visible trash shall remain onboard.
Sweep and mop floors in operator cabs	Machine scrub floors, floorboards, corners, seat tracks, and hard-to-reach areas	N/A	Floors shall be free of dirt, dust, debris, stains, scuff marks, and visible residue.
Spray and wipe down the front operator windshield and side windows (inside)	Vacuum windshield corners and crevices of debris	N/A	Windshield glass and crevices shall be clean, streak-free, and free of fingerprints, dirt, and obstructions to visibility.
Wipe and disinfect (on cloth only, not directly applied) operators' consoles, dashboards, and radio handsets.	N/A	N/A	Consoles shall be cleaned and disinfected, free of dust and fingerprints.
Vacuum and wipe down both operator seats	Sanitize operator seats using steamer	N/A	Seats shall be free of dust, debris, crumbs, spills, and visible dirt. Stains removed, as much as possible.

Daily Streetcar Cleaning Tasks (Every Day)	Weekly Streetcar Cleaning Tasks (Once per Week)	Monthly Streetcar Cleaning Tasks (Once per Month)	Performance Expectation
Clean interior mirrors in both cabs	N/A	N/A	Mirrors shall be free of streaks, fingerprints, and visible residue.
Wipe down ceilings, panels, side walls, and edging in both operator cabs	Scrub down and disinfect ceilings and ceiling vents, panels, and side walls in both operator cabs	N/A	Panels and walls are wiped down, free of streaks and visible residue/markings.
Passenger Areas			
Sweep, mop, and restore floors in passenger areas	Scrub floors (no machine scrub) and edging, corners, seat tracks, and hard-to-reach areas	N/A	Floors shall be free of dirt, dust, debris, stains, scuff marks, and visible residue.
Spray and wipe down interior passenger windows	Scrape buildup of debris around all passenger windows, edges of seals, and disinfect windowsills.	N/A	Interior windows shall be free of fingerprints, smudges, stains, and noticeable dirt.
Wipe down panels and side walls in passenger areas	Scrub down and disinfect ceilings and side walls in passenger area.	Steam clean edges, corners, stairs, wall panels, and interior surfaces	Panels and walls are wiped down, free of streaks and visible residue/markings.
Spray and wipe glass partitions	N/A	N/A	Glass partitions shall be cleaned and free of fingerprints, smudges, streaks, and dirt buildup.
Spray, wipe, and disinfect metal stanchions and handrails	N/A	N/A	All handrails and stanchions shall be visibly clean and disinfected, with no dirt, grime, or sticky residue.
Wipe and disinfect passenger hand straps	N/A	N/A	Hand straps shall be sanitized and free of dirt, grime, and sticky residue.

Daily Streetcar Cleaning Tasks (Every Day)	Weekly Streetcar Cleaning Tasks (Once per Week)	Monthly Streetcar Cleaning Tasks (Once per Month)	Performance Expectation
Inspect and remove graffiti, stickers, etching, and unauthorized markings inside the streetcar.	N/A	N/A	No visible graffiti, stickers, or defacement shall remain on accessible interior or exterior surfaces.
Spray deodorizer to eliminate odor-causing contaminants	N/A	N/A	Streetcars shall be free of persistent odors resulting from spills, food waste, biological contaminants, or accumulated dirt.
Passenger Seats			
Remove trash from passenger areas, including behind seats	N/A	N/A	All waste receptacles shall be emptied, liners replaced as needed, and no visible trash shall remain onboard.
Vacuum and wipe down cloth seats. Identify seats with possible stains or debris for spot cleaning. Spray deodorizer / sanitizer on seats.	Steam clean passenger seats with a shampoo product using an RTA-approved disinfectant.	Shampoo passenger seat cushions and backs using extraction equipment	Seats shall be free of dust, debris, crumbs, spills, and visible dirt. Stains removed, as much as possible.
Wipe and disinfect passenger seat backs, brackets, and non-upholstered surfaces	Scrub and disinfect passenger seat backs, brackets, and non-upholstered surfaces	N/A	Seat backs and brackets shall be sanitized and free of stains, dust, dirt, and residue.
Additional Cleaning Tasks			
N/A	Wipe down and disinfect articulation covers (where the streetcar curves)		Articulation covers shall be free of dust, dirt, visible build-up, and smudges to present a clean appearance.

Daily Streetcar Cleaning Tasks (Every Day)	Weekly Streetcar Cleaning Tasks (Once per Week)	Monthly Streetcar Cleaning Tasks (Once per Month)	Performance Expectation
N/A	Wipe down passenger information signs	Information signs shall be clearly legible and free of dust, fingerprints, stains, and residue.	N/A
N/A	Wipe and clean camera domes	N/A	Camera domes shall be clean, transparent, and free of dust, dirt, smudges, and obstructions to visibility. N/A
N/A	Scrub streetcar vents	N/A	Vents and ventilation diffusers shall be free of dust, dirt, cobwebs, and visible buildup. Air discharge areas shall present a clean appearance.
Inspect for developing stains, odors, and maintenance-related cleanliness issues	Inspect for developing stains, odors, and maintenance-related cleanliness issues	Conduct comprehensive cleanliness quality assurance following monthly cleaning	Conditions requiring deep cleaning or corrective action shall be documented and reported to RTA within 24 hours.

Task B – Streetcar Vehicles Exterior Washing Services

The Contractor shall provide exterior washing services for the QLINE streetcar fleet to maintain a clean, professional, and customer-ready appearance. QLINE operates a fleet of six (6) streetcars, with approximately five (5) streetcars typically in active service at any given time.

Exterior washing services shall be coordinated with QLINE maintenance operations and performed to support daily service requirements. QLINE maintenance staff will operate each streetcar through the vehicle wash.

Washing Frequency

All (5) streetcars must be washed (2x) twice each week following a schedule.

Days	Frequency	Washing Times
Summer		
Monday – Sunday	(2) two streetcars must be washed every night at the Tech Center Wash Bay.	11:30 pm to 2:00 am
Winter		
Monday – Saturday	(2) two streetcars must be washed every night at the Tech Center Wash Bay.	11:30 pm to 2:00 am
Sunday	(2) two streetcars must be washed every night at the Tech Center Wash Bay.	9:00 pm to 2:00 am

Contractors’ Daily Exterior Streetcar Cleaning Responsibilities

Daily Cleaning Services	Performance Expectations
Squeegee streetcar exteriors and hand-dry windows, windshields, and areas inaccessible to squeegees (such as around bumpers, doors, lights, etc.)	All windows, windshields, doors, lights, bumpers, and exterior surfaces shall be free of water spots, streaks, soap residue, and drip marks. Streetcars shall present a clean and professional appearance upon completion.
Clean exterior spots remaining after vehicle wash and scrub as necessary	Residual dirt, road film, insect debris, salt residue, and wash-related spotting shall be removed. No visible streaking or unclean areas shall remain.

Daily Cleaning Services	Performance Expectations
Clean streetcar exterior using scrub brush and squeegee where needed	Exterior surfaces shall be free of accumulated dirt, grime, stains, and environmental contaminants. Surfaces shall have a uniform, clean appearance.
Scrub both operator cabs with approved vehicle wash soap using a long-handled brush	Exterior cab surfaces shall be thoroughly cleaned and free of dirt, stains, road film, grease, and other buildup. No visible residue shall remain after rinsing and drying.

Task C – Streetcar Stations & Platforms Cleaning Services

Cleaning shall occur after all Streetcars have completed service for the day, in accordance with the summer and winter hour schedules. Electricity and water are not available at each Station stop. The Contractor will need to provide their own electricity and water supply.

Daily Cleaning Responsibilities

Daily Cleaning Responsibilities	Performance Expectation
Power Wash Stations: during the summer months, starting April 1 st and ending October 1 st (weather dependent), stations are power-washed following a station rotation schedule (5 per day), so that all 20 stations are cleaned weekly.	Concrete platforms shall be free of visible stains, gum, and other visible biological or other residue.
Pick up litter and trash on or around the station stop area	Station platforms, shelters, and adjacent passenger areas shall be free of visible litter, trash, and debris.
Empty trash containers and replace liners (1 landfill per station stop)	Waste receptacles shall not overflow and shall contain clean, properly installed liners.
Sweep and/or blow debris from entire platform	Platforms shall be free of leaves, dirt, dust, paper, and other loose debris.
Remove and properly dispose of collected trash and debris	All waste shall be disposed of in accordance with applicable regulations and RTA requirements.
Inspect, clean, and sanitize station seating areas, handrails, and other passenger touchpoints Wipe down and disinfect all railings	Seating, handrails, and passenger amenities shall be visibly clean, sanitized, and free of dirt, stains, sticky residue, or contamination.
Inspect for and remove graffiti (see below)	Graffiti, stickers, etching, and unauthorized markings shall be removed promptly and shall not remain visible to the public.
Clean station panels, glass, and signage as necessary	Glass panels, informational signs, maps, and other surfaces shall be clean, legible, and free of dirt, fingerprints, and streaks.
Check station lighting for proper operation	All non-functioning lights shall be documented and reported to RTA within the same business day.
Inspect station for damage and document findings	Damage, vandalism, safety hazards, or maintenance concerns shall be documented and reported in accordance with RTA procedures.

Graffiti Removal

Contractor shall remove all graffiti from all RTA responsible infrastructure (streetcars, stations, and platforms) immediately upon request. Contractor will use RTA QLINE-approved solvents or products that are not abrasive or otherwise damaging to surfaces. Depending on the type of graffiti material used (i.e., spray paint), repeated applications of graffiti remover may be required.

Safety Data Sheets (SDS) for any cleaning materials must be provided and approved by RTA QLINE Management prior to use. Contractor shall notify QLINE Management if graffiti remains visible after attempts to clean or if the Contractor is concerned about the removal being abrasive and/or damaging to surfaces.

Task D - On-Demand Event, Emergency, and Special Cleaning Support

The RTA QLINE operates within the City of Detroit's Downtown, Midtown, and New Center neighborhoods and is directly impacted by numerous large-scale public events, festivals, sporting events, parades, and seasonal activities throughout the year. These events often result in increased ridership, elevated pedestrian traffic, extended operating hours, special service requirements, accelerated cleaning needs, and increased public visibility of RTA QLINE facilities and assets.

Contractor Expectations

The Contractor shall maintain sufficient staffing flexibility, equipment, and operational readiness to provide additional cleaning services to support On-Demand Event, Emergency, and Special Cleaning Support circumstances for streetcars, stations, and platforms. The agency reserves the right to adjust service levels and schedules to support event operations and special circumstances throughout the contract term.

On-demand, emergency, event, and special requests for cleaning support follow the service types outlined in Tasks A, B, and C.

Definitions:

On-Demand Event Cleaning Support means Contractor provides support before, during, and after events, as directed by the RTA QLINE leadership. Contractor must deploy personnel immediately to respond to new cleaning requests at stations, platforms, and in the streetcar, as requests are made.

Emergency Cleaning Support means when a streetcar service must be disrupted (halted) and requires immediate cleaning to address an emergency, such as a report of a human biohazard (i.e., human excrement/vomit) or other emergency cleaning need (i.e., excessive snowmelt on the floor). Under these circumstances, the streetcar **MUST** return to the RTA Tech Center for cleaning. *The contractor must deploy personnel as quickly as possible to support the streetcar's return to operational service.*

Special Cleaning Support means cleaning requests during normal service days and times, with possible same-day response or up to 24 hours ' advance notice.

Event Calendar – Subject to Change

Based on historical operational experience, the Downtown Detroit events calendar represents recurring annual activities that may require enhanced cleaning support. This calendar is subject to change.

Month	Timeframe	Event	Operational Impact
January	2nd & 3rd week	Detroit Auto Show	Increased downtown visitor traffic, Huntington Place activity
March	1st Sunday after the spring equinox	Marche du Nain Rouge	Street closures and pedestrian activity downtown
March/April	Late March / Early April	Detroit Tigers Opening Day	Major ridership increase, downtown congestion
May	Memorial Day Weekend	Movement Electronic Music Festival	Very high ridership, Hart Plaza crowds, extended event hours
May	May	National Train Day	Transit-focused community attendance
May/June	Late May / Early June	Detroit Grand Prix	Significant road closures, downtown traffic detours
June	Last Monday in June	Ford Fireworks	One of the largest downtown attendance events annually
June	2nd Weekend	Motor City Pride	Large festival and parade attendance
June/July	3rd Weekend	African World Festival	Increased downtown and riverfront activity
July	Mid-July	Detroit Concert of Colors	Increased ridership, crowds on Woodward near Detroit Institute of Arts
July	July -TBD Date	Family & Friends Day	Internal RTA/QLINE event planning
August	3rd Weekend	Woodward Dream Cruise	Major regional traffic impacts affecting QLINE corridor connections
August	Late June/Early July	Rocket Classic (PGA)	Visitor and hotel demand increase

Month	Timeframe	Event	Operational Impact
August/ September	Labor Day Weekend	Detroit Jazz Festival	One of Detroit's largest annual festivals; major downtown crowds
September	Entire Month	Detroit Month of Design	Citywide events with Midtown/Downtown activity
September	Labor Day Weekend	Arts, Beats & Eats (Royal Oak)	Regional transportation impacts
November	Friday before Thanksgiving	Detroit Tree Lighting	Major Campus Martius crowds; 100,000+ attendees historically expected
November	Thanksgiving Morning	America's Thanksgiving Parade	Significant staffing and street closure planning
November	Night Before Thanksgiving	Thanksgiving Eve Events	Heavy downtown entertainment activity
December	November–December	Campus Martius Holiday Season	Elevated ridership, tourism, and pedestrian traffic
December	November–January	Holiday Markets & Ice Rink Season	Sustained seasonal downtown activity

Highest-Impact Events for RTA QLINE

These are typically the events that require the most RTA QLINE operational preparation:

1. Detroit Tigers Opening Day
2. Movement Festival
3. Detroit Grand Prix
4. Ford Fireworks
5. Detroit Jazz Festival
6. Detroit Tree Lighting
7. Thanksgiving Parade
8. Campus Martius Holiday Season
9. Woodward Dream Cruise

10. Detroit Auto Show

Recommended Annual Event Planning Cycle

Q1 (Jan.–March)	Q2 (April–June)	Q3 (July–Sept.)	Q4 (Oct.–Dec.)
• Auto Show • Marche du Nain Rouge • Opening Day preparation	• Opening Day • Movement • Detroit Grand Prix • Ford Fireworks • Pride Events	• Family & Friends Day • Dream Cruise • Jazz Festival • Month of Design	• Tree Lighting • Thanksgiving Parade • Holiday Market Season • Campus Martius Winter Operations

Task E – Facility Cleaning: RTA Tech Center

The Contractor shall provide comprehensive custodial cleaning services for the RTA Tech Center, including thirteen (13) primary facility areas, consisting of:

- One (1) Conference room with small kitchenette area
- Seven (7) Employee offices
 - One (1) Vehicle Maintenance Office
- One (1) Dispatch Center
- One (1) Breakroom
- Two (2) Restrooms
- Two (2) Hallways
- One (1) Cleaning Closet
- One (1) Maintenance Shop Area
- One (1) Compressor room
- One (1) Mezzanine (parts area/catwalks)
- Two (2) Pits
- One (1) Wash Bay

The facility serves as the operational and maintenance hub for the QLINE streetcar and employees and requires routine janitorial, sanitation, and waste management services, as well as periodic deep-cleaning services. The Contractor shall maintain all assigned areas in a clean, safe, sanitary, and professional condition that supports daily operations, employee well-being, regulatory compliance, and a positive workplace environment, including:

Facility Location	Daily Cleaning	Weekly Cleaning	Monthly Cleaning
Administrative Offices	• Empty trash receptacles and recycling; liners replaced as needed • Floors • Sweep and mop hard floors • Vacuum carpets/rugs • Dust surfaces • Tables • Chairs • Filing cabinets • Pictures on wall • Wipe down and sanitize touchpoints • Door handles • Switches • Telephones • Shared office equipment • Spot-clean glass and walls	• Clean interior glass and windowsills • Floors • Vacuum corners and under furniture • Spray and wipe down: • Windowsills • Filing Cabinets • Shelves • Dust vents and returns	• Floors • Shampoo carpets as needed • Spray and wipe walls (remove smudges)
Conference Room	• Empty trash and recycling • Vacuum floor and spot treat stains • Wipe down and sanitize: • Tables • Chairs • Shelf surfaces • Dust and clean TV and screen (no smudges on screen)	• Spray and wipe down interior glass windows and windowsills • Floors • Vacuum corners • Wipe baseboards • Spray and wipe down	• Floors • Shampoo carpets as needed • Dust high surfaces, ceiling corners and above kitchen cabinets • Spray and wipe walls (remove smudges)

Facility Location	Daily Cleaning	Weekly Cleaning	Monthly Cleaning
	- Kitchen Area - Spray, wipe down and sanitize kitchen counters, sink and faucet - Spray and wipe down microwave interior and exterior - Wipe refrigerator exterior - Wipe and organize the coffee station - Restock paper towels and soap - Sanitize touchpoints - Door handles - Switches	- Tables, table legs, table edging - Chairs and chair legs - Kitchen Area - Spray, wipe cabinet fronts and handles - Polish stainless steel surfaces - Spray and wipe the refrigerator exterior and clean on top - Remove expired or abandoned food from the refrigerator - Spray, scrub and wipe clean refrigerator shelves, drawers, trays, and door seals - Dust vents and returns	- Kitchen Area - Detail-clean walls and backsplashes
Breakroom	- Empty trash and recycling - Sweep and mop floors - Spray and wipe down - Tables - Chairs	- Vacuum and mop baseboards and corners - Wipe down and sprayed - Tables, table legs, table edging - Chairs, chair legs,	- Machine-scrub floors and grout lines - Floors: move tables and clean underneath

Facility Location	Daily Cleaning	Weekly Cleaning	Monthly Cleaning
	- Dust and clean TV and screen (no smudges on screen) - Kitchen Area - Spray, wipe down and sanitize kitchen counters, sink and faucet - Spray and wipe down microwave interior and exterior - Spray and wipe refrigerator exterior - Wipe down and organize coffee station - Restock paper towels and soap - Sanitize touchpoints - Door handles - Switches - Vending machine	- Kitchen Area - Wipe cabinet fronts and handles - Polish stainless steel surfaces - Remove expired or abandoned food from the refrigerator - Spray, scrub and wipe clean refrigerator shelves, drawers, trays, and door seals	- Kitchen Area - Wipe down cabinet shelves, front facing and cabinet tops - Steam edges and cracks along cabinet shelves, flooring - Detail-clean walls and backsplashes - Inspect for pests or sanitation concerns
	Contractor expected to inspect 3x per day, 1x per shift - Empty trash and sanitary waste receptacles; replace liners. - Floors - Sweep and wet mop floors with disinfectant.	- Floors - Scrub floor edges, corners, grout lines, and baseboards. - Scrub floor drains and removes debris buildup. - Inspect dispensers and hardware for damage or wear.	Perform comprehensive deep cleaning of entire restroom facilities, including: - Machine scrub and sanitize floors - Dust ceilings, vents, and hard-to-reach surfaces.

Facility Location	Daily Cleaning	Weekly Cleaning	Monthly Cleaning
Restrooms	- Spray, wipe down and sanitize - All toilets & urinals - Sinks - Countertops - Faucets - Walls - Stall partitions - Doors - Polish stainless steel fixtures and dispensers. - Check inventory levels and refill /restock: - Toilet paper - Paper towels - Hand soap - Sanitary products (where provided). - Clean mirrors - Remove fingerprints from doors and partitions. - Sanitize high-touch surfaces, including: - Door handles - Stall locks - Light switches - Grab bars - Soap and paper towel dispensers	- Verify all signage and safety notices are in place. - Wash shower walls and floor, and sanitize (women restroom only)	- Dust and clean air vents, and exhaust covers. - Wash restroom walls to remove stains, marks, and buildup. - Inspect and report damaged fixtures, tiles, partitions, or plumbing components. - Review cleaning logs and identify recurring maintenance issues. - Conduct a restroom quality audit to ensure cleanliness, safety, and compliance standards are met.

Facility Location	Daily Cleaning	Weekly Cleaning	Monthly Cleaning
	- Remove odors and ensure restrooms are clean and presentable throughout the day. - Check for plumbing issues (leaks, clogs, running toilets) and report as needed. - Complete restroom inspection log.		
Hallways	- Empty trash receptacles and recycling; liners replaced as needed - Floors - Vacuum carpets/rugs; straighten rugs - Dust surfaces - Pictures on walls - Wall TV monitor - Sanitize touchpoints - Door handles - Switches - Spray and wipe doors, glass doors, and walls, alarm system, cabinet and badge reader.	N/A	Shampoo hallway carpet, as needed.

Facility Location	Daily Cleaning	Weekly Cleaning	Monthly Cleaning
	- Wiped down, sanitized and polish water fountain - Wipe down and refill hand sanitizer dispenser		
Shop	- Empty trash receptacles - Remove floor debris - Sweep and mop shop floor - Vacuum rugs - Mop up spills immediately (water or stains from streetcar leak) - Wipe down Toolboxes - Wipe down tables and benches - Wipe down fire extinguisher cabinet - Sanitize Touchpoints: - Door handles - Light switches - Inspect for housekeeping and safety hazards	- Scrub or wet-mop walkways - Clean underneath (3) stairwells and corners of stairs, stair crevices, edging near walls. - Remove cobwebs from windowsills and ceiling corners - Wipe down and sanitize shop entry doors - Remove cobwebs from corners and overhead structures - Sweep and mop elevator floor, wipe down doors	- Machine scrub shop floor - Clean walls, columns, stairs, railings, bollards, and baseboards - Clean overhead lights and diffusers - Wash and scrub roll-up doors and the door “tube” on top - Pressure-wash shop floor, pit, wash bay, as needed. - Perform detailed housekeeping inspection.

Facility Location	Daily Cleaning	Weekly Cleaning	Monthly Cleaning
Compressor Room	Sweep and mop floors	No weekly tasks	No monthly tasks
Pit	- Remove debris and litter - Inspect housekeeping conditions	Sweep and clean pit walkways	- Power wash pit, as needed (project-based support may be needed, as requested) - Wipe down lights mounted on walls
Wash Bay	- Remove debris - Clean floor drains - Hang and properly store hoses - Organize cabinets and storage areas - Organize contractor supply shelves - Empty and clean mop buckets - Label and identify cleaning products and containers	Scrub floors and walls	Sweep and mop behind shelves
Mezzanine	- Remove trash and replace liners - Collect loose packing materials and throw away.	- Dust shelving, racks, parts bins, railings, and guardrails - Wipe safety signage	- Sweep and mop behind shelves - Spray and wipe shelving and storage areas

Facility Location	Daily Cleaning	Weekly Cleaning	Monthly Cleaning
	- Sweep and mop catwalks and access stairs - Wipe down handrails and touch points		- Wipe down light fixtures and safety railings - Complete inventory-area housekeeping review.
Cleaning Closet	- Clean and organize cleaning closet - Label and identify cleaning products - Empty and clean mop buckets	N/A	N/A
Building Perimeter	Remove litter and debris from the immediate area surrounding the facility, including entrances, exits, and sidewalks, and the right-of-way.	Inspect and clean perimeter areas	Pressure-wash entrances and sidewalks as required
Parking Lot	- Remove litter and debris in and around parking lot - Empty trash receptacles and replace liners. - Empty and clean the cigarette butt container near the picnic table.	N/A	Inspect signage, curbs, and drainage areas

Facility Location	Daily Cleaning	Weekly Cleaning	Monthly Cleaning
	- Remove debris and trash from trailer parking area. - Pick up cigarette butts around facility		

Task F – Snow Removal – Tech Center Perimeter and Parking Lot

The Contractor shall provide snow and ice management services for the RTA QLINE building footprint: sidewalks, walkways, entrances, and designated exterior areas of the RTA Tech Center, including the QLINE Lothrop station area.

Snow removal and de-icing services shall be performed as needed to maintain safe pedestrian access and support uninterrupted facility operations during winter weather conditions.

Service	Locations	Performance Expectation
Remove snow and apply de-icing materials from sidewalks, entrances, and pedestrian walkways	Bethune Woodward Avenue Lothrop QLINE Sidewalk Median	Sidewalks, walkways, entrances, and designated pedestrian routes shall be cleared of snow and ice, and maintained in a safe, accessible condition. RTA will provide guidance on type of ice-melt materials to be used on sidewalks.

Task G – Custodial Supplies

The Contractor shall furnish, maintain, and replenish all consumable supplies necessary to support the custodial services described in this Scope of Services unless otherwise specified by RTA.

Description
Jumbo Roll Tissue 9" T/P 2ply 1000'x12
Toilet Tissue 2ply 96/CA * 500 Sheets Per Roll, 96/cs
C-Fold Towels White 2400
Multifold Towel White 4000/CA
Roll Towel Natural 800'x6 CA
PEARLUX Premium Hand Soap GA (or comparable)
HiD Liner 24x33 6m CL 1000/CA
HiD Liner 43x48 16m CL 200/CA High Density Liner

4. General Guidelines

A. Contractor Staffing and Supervision

The Contractor shall designate a primary point of contact to receive service requests, emergency notifications, complaints, operational changes, and technical inquiries from RTA. Changes to designated contact personnel shall be communicated promptly in writing to RTA. The Contractor shall remain responsible for the performance, conduct, and supervision of its employees and subcontractors.

B. Subcontractor Control

All subcontractors utilized under this Contract shall be subject to RTA review and approval. The Contractor shall remain fully responsible for the supervision, performance, quality, and safety of all subcontractor activities.

C. Compliance with Safety Requirements, Laws, Codes, and Standards

The Contractor shall comply with all applicable federal, state, and local safety requirements and industry best practices relating to custodial operations, employee safety, environmental protection, hazardous material management, including OSHA, MIOSHA, applicable RTA safety policies, Public Transportation Agency Safety Plan (PTASP) requirements, and site-specific operational procedures. Contractor personnel shall successfully complete any safety orientation or training required by RTA prior to performing work on QLINE property. Contractor must provide a MIOSHA-compliant Exposure Control Plan due to the required exposure to blood and other potentially infectious materials. It is preferred that the Contractor have an internal employee drug testing policy.

D. Personnel

Contractor shall furnish supervisory, direct labor, and administrative personnel to accomplish all work required. Personnel shall be competent in the performance of such services.

- All personnel must have a background check performed by the Contractor prior to working on RTA QLINE property and equipment. Proof of background check must be submitted to RTA QLINE prior to issuing access cards.
- Contractor personnel must have a state-issued driver's license to support cleaning stations and platforms.
- Contractor will prohibit its employees from disturbing papers on desks, opening desk drawers or cabinets, using the RTA's telephones, computers, or other RTA office equipment while providing the services set forth in the Scope of Services.

- Contractor shall enforce strict discipline and good order among its employees. RTA QLINE may require that an employee be removed from the services if improper conduct is substantiated.

Contractor shall abide by applicable **RTA QLINE Standard Maintenance Procedures (SMP)** while performing any tasks for RTA QLINE. Upon award, the Contractor(s) will be made aware of all applicable procedures.

E. Communication

Due to security and safety concerns, the janitorial/cleaning supervisor must be able to communicate effectively with RTA QLINE Management and RTA QLINE employees on this site. Contractor is responsible for providing appropriate communication devices for their employees.

F. Security

The Contractor must adhere to RTA QLINE's security plan at all times. Upon receipt of the Notice of Award, the Contractor must contact RTA QLINE to receive a security briefing. RTA QLINE may utilize video surveillance to monitor all activities within the facilities. Current name, address, and driver's license may be required of all Contractor employees.

A major violation of the Contract specifications, terms, and conditions dealing with building security or confidentiality could result in immediate termination of this Contract. Examples of a major violation include the following:

- Leaving a door unlocked with the building unattended
- Failure to turn on the security system (if equipped)
- Breach of confidentiality regarding agency files, personnel records, or any other agency information not intended for public disclosure
- Theft of personal, vendor, or state property
- Drinking of alcoholic beverages or the use of illegal drugs while in performance of contractual requirements.
- Criminal acts, threats, or harassment

G. Tech Center Facility Access Badges

Tech Center facility access badges to RTA QLINE property issued to Contractor may not be reproduced or given to any person not performing the services described herein. RTA QLINE Management will issue additional badges as needed. Access badges must be safeguarded and/or accounted for. The contractor is responsible for lost and compromised badges. All access badges must be returned to RTA QLINE Management the morning of the first business day following the expiration or termination of this Contract.

Contractor shall be responsible for all access badges in its possession and issued to its employees. Contractor shall report any new or removed employees to RTA QLINE Management immediately.

Contractor shall be held financially responsible for all costs incurred as a result of any damage and loss due to misappropriation or loss of RTA QLINE access badges. Costs include reconfiguring electronic access systems and reissuing employee badges.

H. Public Safety

Contractor shall always ensure that the work they are doing does not endanger or cause harm to any member of the public in the general vicinity. Contractors are responsible for ensuring that their employees are courteous when dealing with members of the public. All incidents which may result in a complaint to RTA QLINE are to be reported to RTA QLINE Management by the Contractor on the same day the incident occurs, or as soon as the Contractor has knowledge of such an incident. Reports of incidents should include the date, time, and location of the incident, the name and/or description of involved parties, and a description of what occurred.

I. Vehicle Requirements

All vehicles used in the performance of this Contract shall be supplied and operated by the Contractor. Vehicles shall be in good working condition and have a neat appearance.

J. Equipment and Cleaning Supplies

Contractor will provide all necessary items to complete work under this scope, to include, but not limited to, power washing, brooms, hoses, mops, cleaning products and supplies, paper products, graffiti and gum remover.

Safety Data Sheets (SDS) must be provided and approved by RTA QLINE prior to use. Contractor shall use an approved graffiti remover that is appropriate for the area or equipment to be cleaned. Equipment furnished by the Contractor shall be maintained in a safe operating condition. Contractor will ensure that all bottles and containers will be properly labeled as to their contents.

K. Public Right-of-Way

Contractor must provide a rotating light beacon and use hazard lights when providing service at stations and platforms. Contractor's vehicles shall not impede normal traffic flow or RTA QLINE's scheduled service. Contractor shall use safety cones as needed and obey all traffic laws.

Contractor employees must be trained in Roadway Worker Protection (RWP) if providing services to support station and platform cleaning.

L. Lost and Found Items

All lost-and-found items must also be reported to and turned into RTA QLINE staff immediately. RTA QLINE staff will subsequently inform RTA QLINE Management.

M. Refuse and Recycling Disposal

Contractor shall dispose of all refuse and recycling at the RTA QLINE Tech Center in their respective containers.

N. Document any Service Repair Needs

Contractor will notify RTA QLINE Management immediately if emergency repairs are needed. This includes any vandalism to the stations, platforms, building, parking lot, or streetcars, etched glass, permanently soiled seat fabric, or other observed damage to RTA QLINE staff. RTA QLINE staff will then notify RTA QLINE Management without delay.

O. Vendor Employee Uniforms

Contractor shall wear appropriate attire that is neat and clean in appearance. Contractor shall provide uniforms; can leverage RTA's Cintas uniform pricing contract, if necessary.

Contractor shall wear such articles of clothing when working at the RTA QLINE locations. Contractor employees must abide by the RTA Personal Protective Equipment (PPE) (safety shoes and vest criteria). Any additional required Personal Protective Equipment (PPE) shall be provided by the Contractor.

P. Quality/On-Site Inspection

The quality of the work shall be determined solely by RTA QLINE Management. If, for any reason, Contractor fails to comply with any requirement of the Contract (e.g., poor quality, missed completion time) and upon notification of non-compliance by RTA QLINE, Contractor shall immediately correct the non-compliance issue. These corrections will be performed at no additional cost to RTA QLINE and to the satisfaction of RTA QLINE. Failure to correct noncompliance may result in termination of the contract. Contractor's management shall complete a site visit at least once per week. If any problems arise, the Contractor shall meet with RTA QLINE Management to discuss all issues.

Q. Insurance Requirements

Contractor agrees to insurance requirements identified in RTA's Master Service Agreement, including:

Insurance Coverage and Limits

The Contractor warrants and represents that, as of the Effective Date and throughout the term of any Agreement, it shall maintain insurance coverage with minimum limits as follows:

- Commercial General Liability Insurance: Coverage for bodily injury and property damage with limits of not less than \$2,000,000 per occurrence.
- Commercial Automobile Liability Insurance: Coverage for bodily injury and property damage with limits of not less than \$1,000,000 per occurrence.

- Professional Liability Insurance: Coverage for errors and omissions with limits of not less than \$1,000,000 per occurrence.
- Workers' Compensation Insurance: Coverage with statutory limits and employer's liability limits of at least \$500,000, if the Contractor employs any personnel.

5. Responsibilities of RTA

The following are RTA's responsibilities to support the Contractor(s):

A. Facility Access and Site Support

- Provide building access cards and other access credentials necessary for Contractor personnel to perform services.
- Maintain control of facility security and access protocols.
- Identify and communicate safety and security requirements applicable to each facility.

B. Oversight and Contract Administration

- Designate a Contract Administrator responsible for coordinating service requests, inspections, and contract administration.
- Review and approve invoices, monitor contractor performance, and administer contract compliance requirements.
- Communicate service deficiencies, complaints, service changes, and operational concerns.
- Provide the Contractor a reasonable opportunity to respond to and correct performance issues.
- Verify contractor staffing and hours worked through timekeeping records and invoice review.

C. Safety, Facility Operations and Direction

- RTA QLINE Streetcar Roadway Worker Protection Program training
- Provide written instructions regarding:

- Lighting requirements
- Door locking requirements
- Building security procedures
- Notify Contractor of planned special events, schedule changes, facility closures, or extraordinary conditions requiring additional effort beyond the regular scope.

6. Evaluation Criteria

Following the receipt of all proposals, an RTA-designated evaluation committee will evaluate each proposal. All proposals that meet the requirements of this RFP will be evaluated. Any proposal determined to be non-responsive to the specifications or other requirements of the RFP, including instructions governing submission and format, will be disqualified unless the RTA determines, at its sole discretion, that the noncompliance is not substantial.

The RTA reserves the right to request additional information to amplify, clarify, or support proposals. The RTA also reserves the right, at its discretion, to conduct interviews or site visits with any or all bidders regarding the proposals received in response to this RFP. Failure to participate in an oral presentation, site visit, or interview, if requested by the RTA, may be grounds for rejection of a bidder's proposal. Prospective contractors will be notified by the RTA of the date and time for any pre-award presentation, site visit, or interview, as applicable. (See "Site Visit Information" on page 2).

Proposals will be evaluated by RTA's Evaluation Committee based on the criteria in the table below. Finalists identified based on the evaluation committee's scoring of proposals may be invited to interview. Decisions regarding bidder proposals are the final determination of the RTA.

To ensure a clear and fair review process, bidders must structure their proposals to address each evaluation criterion directly and submit all of the required forms (see Appendix A).

Proposals will be evaluated based on the following criteria, listed in descending order of importance:

Criteria	Description
Technical Approach and Scope Understanding	Evaluates whether the proposer understands RTA QLINE's custodial needs across streetcars, stations/platforms, public spaces, and the RTA Tech Center. The proposal should demonstrate a clear approach to daily, weekly, monthly, seasonal, and rapid-response cleaning services.

Criteria	Description
Staffing Plan, Crew Structure, and Availability	Evaluates whether the proposer can support the current QLINE service delivery model, including station/public space cleaning, rapid response/event support, and streetcar cleaning crew coverage. Proposers should identify staffing levels, shift coverage, supervision, backup staffing, and how morning pre-service cleaning will be completed.
Experience and Qualifications	Evaluates the proposer's experience providing custodial, transit, public space, industrial facility, streetcar, rail, bus, airport, municipal, or high-traffic public facility cleaning services. Higher scores should be awarded for experience with active transportation environments, public-facing facilities, biohazard response, and special event support.
Quality Control, KPIs, and Performance Management	Evaluates the proposer's plan to meet RTA's performance standards, including inspections, service logs, corrective action, response times, cleanliness standards, reporting, and supervision. Proposers should explain how they will measure performance and resolve deficiencies.
Price Proposal & Cost Reasonableness	Evaluates the reasonableness, clarity, completeness, and competitiveness of the proposer's pricing. Pricing should allow RTA to compare daily operations, station cleaning, streetcar cleaning, facility cleaning, seasonal work, rapid response, and optional/additional services.

7. Proposal Requirements

All proposals must be submitted no later than August 18, 2026 at 5:00 pm EDT. The RTA will not accept any proposals submitted after that deadline. The RTA will not extend the submission deadline due to technical issues or outages. The RTA recommends that bidders submit their proposals at least one business day prior to the deadline.

By submitting a proposal in response to this Request for Proposals, the proposer agrees to all of the terms and conditions of the [RTA's Master Services Agreement, as linked at the RTA website](#). A proposer's failure to comply with this Section is grounds for rejecting the proposal as non-responsive.

To be considered for this opportunity, all proposals **must** be submitted via [BidNet](#) by the deadline as stated above, and must include:

- An organizational overview, including account leads assigned to account, qualifications and certifications and resumes of key personnel.

- Separate technical proposal from cost proposal; cost proposal **must** be submitted in a separate sealed envelope within the BidNet system.
- All required forms completed, signed, and notarized (if applicable) – see Appendix A. Forms must be submitted as part of the technical proposal, not with the cost proposal.

8. Cost Proposal

RTA requires a Flat Monthly Fee, which shall include all costs to perform the services required under the scope of work, including, but not limited to, direct and indirect costs for labor, overhead, materials, and travel.

Fixed Fee By Task: Provide a fixed price for each Task proposed. If the technical proposal does not include a Task, leave that row blank:

Task	Monthly Fixed Fee Year 1	Annual Fixed Fee Year 1	Monthly Fixed Fee Year 2	Annual Fixed Fee Year 2	Monthly Fixed Fee Year 3	Annual Fixed Fee Year 3
Task A	\$	\$	\$	\$	\$	\$
Task B	\$	\$	\$	\$	\$	\$
Task C	\$	\$	\$	\$	\$	\$
Task D	\$	\$	\$	\$	\$	\$
Task E	\$	\$	\$	\$	\$	\$
Task F	\$	\$	\$	\$	\$	\$
Task G	\$	\$	\$	\$	\$	\$

Total Fixed Fee for All Services Proposed: Provide a fixed price over the three-year contract. These fees must equal the sum of the table above.

Period	CPI % Applied	Monthly Fixed Fee	Annual Fixed Fee
Year 1 (Fixed)	N/A	\$	\$
Year 2 (Fixed)		\$	\$
Year 3 (Fixed)		\$	\$
Total 3 Year Contract			\$

Fees for all extension renewal periods will be adjusted annually by the percentage change in the CPI-U for the preceding 12 months, not to exceed five percent (5%) per year.

In addition to the Monthly Flat Fee, an hourly rate must be provided for any additional cleaning requirements beyond the Scope of Work. Any additional services will be at RTA's request and must be authorized by the Contract Representative.

Hourly Rates for Key Personnel: List hourly rates for key personnel to be used if additional services beyond the fixed-fee or optional services are required:

Role/Title	Hourly Rate	Notes (optional)
[Specify Role]	\$	
[Specify Role]	\$	
[Specify Role]	\$	
[Specify Role]	\$	
[Specify Role]	\$	

Hourly rates are only applicable for unanticipated services outside of the fixed-fee or optional services scope. These rates are subject to CPI-U adjustments annually, not to exceed 5%

Optional Services: Detail any optional services or enhancements that could be provided outside of the scope of the fixed-fee services. The preference is for optional services to be set up on a monthly fixed-fee basis.

Description	Monthly Fixed Fee	Annual Fixed Fee
[Optional Service]	\$	\$
[Optional Service]	\$	\$
[Optional Service]	\$	\$

Optional services may be subject to annual CPI-U adjustments (not to exceed 5%) upon mutual agreement or remain at a fixed rate for the duration of the contract.

All proposed rate changes must be submitted to RTA in writing at least 30 days in advance and are subject to RTA review and written approval. The RTA reserves the right to audit and validate any requested increases and to reject any that are unsupported or inconsistent with contract terms.

9. Freedom of Information Act

All portions of a proposal submitted in response to this Request for Proposals and any resulting award are subject to disclosure as required under Michigan's Freedom of Information Act ("FOIA"), MCL 15.321, et. seq. However, some information may be exempt from disclosure. Under MCL 18.1261(13)(b), records containing "a trade secret as defined under section 2 of the Uniform Trade Secrets Act, 1998 PA 448, MCL 445.1902," are exempt from disclosure under FOIA. In addition, "financial or proprietary information" submitted with a proposal is exempt from disclosure under FOIA. A proposer's failure to comply with this Section is grounds for rejecting the proposal as non-responsive. Each proposal must include a completed "Confidential Treatment Form" ("CT Form"), found in Appendix A. Completion and submission of the CT Form is required regardless of whether the proposer seeks confidential treatment of information. Failure to submit a completed CT Form may be cause for disqualification from the procurement process.

10. Applicable Federal Clauses

The Regional Transit Authority of Southeast Michigan (RTA) receives federal funding from the Federal Transit Administration (FTA). As a condition of this funding, RTA must follow all applicable federal laws and regulations for third-party contracts. This section includes required federal clauses based on FTA Circular 4220.1F, 2 CFR Part 200, and the RTA Procurement Policy. These clauses must be included in any contract resulting from this Request for Proposals (RFP). Proposers are responsible for understanding and complying with these requirements as part of doing business with RTA.

10.1 ACCESS TO RECORDS AND REPORTS

- a. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.
- b. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
- d. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

10.2 AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

10.3 CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

10.4 CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and

prohibits discrimination in employment or business opportunity.

- b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21, and 49 U.S.C. § 5332, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
3. **Nondiscrimination on the Basis of Age.** The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
4. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third-party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

10.5 CIVIL RIGHTS AND EQUAL OPPORTUNITY

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered

into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Equal Employment Opportunity.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
5. **Federal Law and Public Policy Requirements.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices

and components of the Department of Homeland Security in the enforcement of Federal immigration law.

10.6 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

10.7 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. Withholding for unpaid wages The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on

account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages as provided in the clause set forth in paragraph (2) of this section.

- (3) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

10.8 DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official, irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or

proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

10.9 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the policy of the Agency and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBEs”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor 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 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

10.10 ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

10.11 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

10.12 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

10.13 NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

1. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

2. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
3. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

10.14 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

10.15 PROMPT PAYMENT

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

The contractor must promptly notify the Agency whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

10.16 RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification that the

person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000, Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement, Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

10.17 TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency to be paid to the Contractor. If the Contractor has any property in its possession belonging to the Agency, the Contractor will account for the same, and dispose of it in the manner the Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure

the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Agency from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that the Agency elects to waive its remedies for any breach by Contractor of any covenant, term, or condition of this contract, such waiver by the Agency shall not limit the Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid to the Contractor in proportion to the value, if any, of work performed up to the time of termination. The

Contractor shall promptly submit its termination claim to the Agency, and the parties shall negotiate the termination settlement to be paid to the Contractor.

Suppose the termination is for the convenience of the Agency. In that case, the Contractor shall be paid its contract close-out costs and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

10.18 VIOLATION AND BREACH OF CONTRACT

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless, within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agency's authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agency's authorized representative shall be binding upon the Contractor, and the Contractor shall abide by the decision.

Performance during Dispute:

Unless otherwise directed by the agency's authorized representative, the contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents, or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

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

11. Required Forms

The following forms must be completed and submitted with Proposals. All forms are included in this solicitation package in Appendix A.

- A. Proposal Response Form
- B. Representations and Certifications
- C. Receipt of Addenda Form
- D. Deviation Form
- E. Agreement of Services Form
- F. Certificate Non-Collusion Affidavit
- G. Affirmative Action Plan Certification
- H. Debarment and Suspension Form
- I. Certification of Lobbying Form
- J. Confidential Treatment Form (Freedom of Information Act)

APPENDIX A – Required Forms