



**Regional Transit Authority
Of Southeast Michigan**

IT Managed Services RFP (Re-Issue)

Released: August 7, 2026

Proposals Due: August 28, 2026

REQUEST FOR PROPOSALS 2026-005

IT Managed Services RFP (Re-Issue)

Issue Date:	Friday, August 7, 2026
Bidder Question Deadline:	Thursday, August 13, 2026, by 5:00 PM EDT
RTA Response to Questions:	Wednesday, August 19, 2026, by 5:00 PM EDT
Proposals Due:	Friday, August 28, 2026, by 5:00 PM EDT
Finalist Interview Week:	September 21- 25, 2026
Contract Award Announcement:	October 9, 2026

Procurement Contact:

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DESCRIPTION

The Regional Transit Authority of Southeast Michigan (RTA) invites proposals from qualified firms to provide comprehensive Information Technology (IT) Managed Services. The initial term of the resulting contract will be two (2) years, with up to two (2), one (1)-year renewal options.

The awarded contractor will:

- Deliver strategic technology planning support, help desk technical support, hardware oversight, and system management for the RTA's business operations, QLINE streetcar, stations, and Tech Center.
- Proactively monitor and maintain IT systems to ensure optimal performance.
- Provide regular reporting and reviews to RTA leadership on performance, projects, and open issues.

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 (Appendix B: IT MSP Pricing Workbook {Excel}).
- Required forms (Appendix C) must be submitted with the technical proposal.
- Questions must be submitted in writing to Rebecca Donnelly-Lasecki via email (rdlasecki@rtamichigan.org) by the specified deadline.
- Late and/or incomplete submissions will not be considered.

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1. Overview

The Regional Transit Authority of Southeast Michigan (RTA) seeks proposals from qualified firms to provide comprehensive Information Technology (IT) Managed Services. The awarded contractor will be responsible for ensuring the continuity, security, and efficiency of RTA's IT systems supporting the QLINE streetcar, RTA Tech Center, and administrative offices, including hardware, software, and network infrastructure. RTA operates in a complex environment and requires a contractor capable of providing robust IT help desk support, strategic planning, proactive management, and seamless integration with existing systems.

Background

The RTA plans, funds, coordinates, and accelerates regional transit services, projects, and programs in Southeast Michigan, comprising all of Macomb, Oakland, Washtenaw, and Wayne counties, including the City of Detroit. Within these roles, RTA is responsible for planning regional transit, developing and implementing new services, allocating federal and State funding to transit service operators, and securing new regional funding sources for public transit.

In addition, in 2024, RTA took ownership of the QLINE, which operates a fleet of streetcars on 3.3 miles of Woodward Avenue between New Center and Downtown in Detroit, providing a convenient transit option since 2017.

Office Locations & Business Hours

Main Office:

1001 Woodward Avenue, Suite 1400, Detroit, MI 48226

Main Line: (313) 402-1020

Hours: Monday-Friday 9:00 AM to 5:00 PM

RTA Tech Center

QLINE Streetcar Operations (www.qlinedetroit.com)

7520 Woodward Ave, Detroit, MI 48202

Streetcar Hours of Operation:

- Monday-Saturday 8:00 AM to 12:00 AM
- Sunday 8:00 AM to 9:00 PM (Winter Hours)
- Sunday 8:00 AM to 12:00 AM (Summer Hours)

Regional Services Team

Our Regional Services team works in a hybrid environment, remotely and at the main office located at 1001 Woodward Avenue in downtown Detroit. RTA is a subtenant of the Southeast Michigan Council of Governments (SEMCOG), using a hoteling model for desk and conference room reservations (Teem.com). RTA connects to SEMCOG's wireless network, printers, monitors, and conference room technology, and uses SEMCOG's environment to host RTA's public board of directors' meetings.

RTA's awarded contractor will be required to coordinate with SEMCOG's IT Managed Service Provider vendor for the Regional Services team's access to SEMCOG's network environment and will not be responsible for SEMCOG's IT infrastructure or operations.

In the long term, RTA plans to transition the Regional Services team to its own office.

QLINE Streetcar Service & Team

QLINE is critical public transit infrastructure serving the Downtown Detroit business community, visitors, workers, and residents.

QLINE Streetcar Technologies

The QLINE streetcar system represents a modern urban transit platform built on a tightly integrated set of technologies that extend well beyond traditional rail operations. Its functionality depends on the coordination of vehicle propulsion systems, onboard diagnostics, real-time GPS tracking, centralized control software, passenger information systems, and communications networks. These elements operate as a single ecosystem, requiring continuous data exchange, high availability infrastructure, and precise system synchronization. The complexity is further elevated by the need to interface with city traffic signals, emergency systems, and external data feeds, all while maintaining safety-critical performance standards in a public environment. As a result, managing and supporting QLINE requires a specialized IT service model with strong capabilities in systems integration, network reliability, cybersecurity, third-party vendor management, and real-time operational support.

Streetcar, Stations, and Platform Locations:

The QLINE 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.

- Congress Street Station NB/SB
- 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 Station NB
- Mack Avenue/MLK Boulevard Station 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

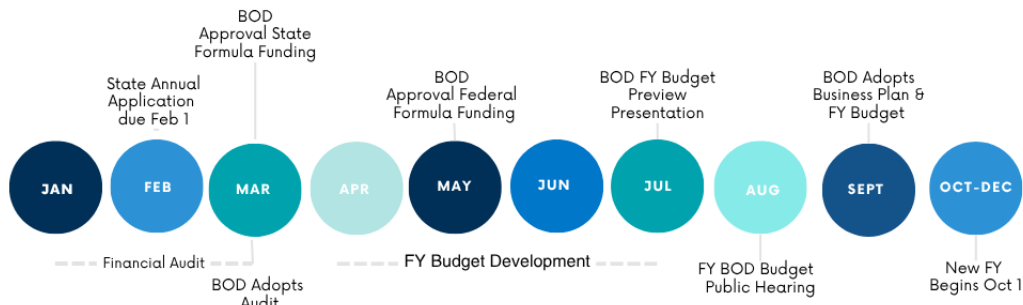
Third-Party Vendor Support

RTA has many third-party technology vendors supporting QLINE operations. The awarded IT MSP contractor will lead troubleshooting and interface with appropriate third-party solutions vendors in collaboration with RTA QLINE subject matter experts.

Fiscal Year and Budget Cycle

RTA operates on a October 1 to September 30 fiscal year. RTA's budget cycle aligns with the Michigan Department of Transportation Office of Passenger Transportation (OPT) annual state application. By February 1, Michigan transit agencies must submit operational budget requests for the following fiscal year to obtain State and federal funds for public transit and intercity bus services.

Annual Budget Development Cycle



Capital Improvement Plan

The RTA will adopt its first QLINE Capital Improvement Plan by September 2026. Managed IT services will play a critical role in supporting annual reviews by providing accurate asset inventories, forecasting hardware and software refresh cycles, and recommending cost-effective upgrades. The awarded contractor will be expected to support these efforts through strategic planning, IT road mapping, risk management, and collaboration with RTA leadership to prioritize technology investments that sustain safety, compliance, and service continuity.

Public Transit Agency Safety Plan Support (PTASP)

RTA operates under the Federal Transit Administration's Public Transportation Agency Safety Plan (PTASP) implemented by the agency's Chief Safety Officer, which uses the FTA's Safety Management System to identify and mitigate risks across all transit operations. Technology systems, including fiber network, CAD/AVL, CCTV, and emergency communication, are critical to safety and must remain secure, resilient, and available.

As part of the IT Managed Services contract, the awarded contractor will be expected to support PTASP objectives by ensuring system reliability, implementing robust cybersecurity controls, maintaining compliance documentation, and aligning IT risk management with RTA's safety goals. PTASP safety audits, performed every three (3) years, will require cybersecurity support from the awarded IT MSP contractor.

2. Objectives

The awarded contractor shall be an established, qualified IT Managed Services contractor that can deliver day-to-day technical support, hardware and LAN oversight, and system management services, including, but not limited to:

2.1 Strategic Technology Governance and Roadmap Development

Establish a forward-looking technology roadmap that aligns IT investments with RTA's operating needs, budget cycle, and capital improvement plan. The contractor shall help translate technical priorities into clear, actionable recommendations for leadership decision-making.

2.2 Reliable Support for Mission-Critical Transit Operations

Provide responsive, SLA-driven IT support that recognizes the operational importance of QLINE streetcar service, public safety systems, and RTA business operations. The contractor shall prioritize continuity of service, timely escalation, and practical problem-solving when issues affect daily operations.

2.3 Cybersecurity, Risk Reduction, and Resilience

Strengthen RTA's cybersecurity posture through proactive monitoring, endpoint protection, vulnerability management, backup validation, and incident response. The contractor shall support a resilient technology environment that reduces risk, protects data, and enables recovery from disruptions.

2.4 Clear Documentation, Reporting, and Accountability

Maintain accurate, living documentation of RTA's IT systems, assets, configurations, vendors, risks, and service activity. Reports shall be clear, useful, and focused on actionable insight rather than raw technical data.

2.5 Vendor Coordination and Service Integration

Serve as a central coordination partner across RTA staff, QLINE subject matter experts, SEMCOG technology contacts, and third-party vendors. The contractor shall help reduce service gaps, clarify boundaries of responsibility, and support smooth integration across systems and providers.

3. Qualifications

To be considered for this contract, bidders must meet the following basic requirements. Failure to meet any mandatory requirement may result in the disqualification of the proposal.

3.1 Mandatory Operational Capabilities (Highest Priority)

- **Security Operations Center (SOC) (Required)**
Actively monitored by an awake and alert active MSP, on call off-hours. It is understood by the RTA that the awarded contractor may not have technicians staffed actively on a 24/7/365 basis. ***However, it is vital to the RTA that the awarded contractor provide technicians on an on-call basis 24/7/365.*** This standard aligns with RTA's compliance with the FTA PTASP requirements.
- **Strategic IT Planning and Program Management**
Demonstrated ability to provide strategic IT planning (road mapping), budgeting support, and cost optimization aligned with organizational goals.
- **Mission Critical IT Managed Services Experience**
Minimum of five (5) years of experience providing IT managed services to organizations of similar or greater size and complexity (multi-site/campus networks), including environments requiring high availability and continuous operation.

3.2 Core IT Managed Services Delivery

- **Service Desk and End User Support**
Provide an established, structured, well-organized, multi-tiered end-user help desk capable of supporting users through defined SLAs. A solid strategy surrounding endpoint protection and overall security posture.
- **Cloud and Communications Platforms**
Experience managing cloud-based platforms, including Microsoft 365 and VoIP/SIP systems.
- **Third-Party Vendor Coordination**

Lead in partnership with QLINE streetcar team members to coordinate and manage third-party technology vendors, including fiber internet service providers, SaaS partners, camera/CCTV, and printer vendors.

- **Clear Scope and Service Delineation**

Ability to clearly define and manage the boundary between:

- Base managed services
- Project and professional services

3.3 Network and Infrastructure Expertise (QLINE Streetcar Dependency)

- **Enterprise and Campus Network Alignment**

Demonstrated experience managing complex LAN environments, including:

- Routing and switching
- Firewalls and network security
- Wireless networks (including point-to-point and multi-point backhaul wireless deployments)

- **Network Documentation and Lifecycle Management**

Proven ability to maintain accurate network documentation, structured cabling standards, and lifecycle planning for infrastructure. This organization's network is the lifeblood of its success, and the RTA views its network as a living document.

3.4 Cybersecurity and Resilience

- **Security Operations and Endpoint Protection**

Established approach to endpoint security, threat detection, and overall cybersecurity posture.

- **Backup and Disaster Recovery**

Demonstrated experience designing, implementing, and maintaining multi-tiered backup and disaster recovery solutions, including on-premise, cloud, and SaaS environments.

- **Regulatory and Compliance Experience**

Demonstrated experience with cybersecurity and data protection frameworks, including CJIS, PII, PCI, and HIPAA compliance requirements. While PCI and HIPAA

do not currently apply to RTA, advice and assistance to bolster the agency's posture are welcome.

3.5 Organizational Experience and References

- **Relevant Client Experience**

Proven track record serving public sector, transportation, or similar multi-site regulated environments preferred.

- **References and Case Studies**

Strong client references demonstrating delivery as a strategic IT partner, including measurable outcomes and cost containment.

4. Scope of Services

The awarded contractor shall deliver comprehensive, proactive IT managed services that ensure reliable operations, strong cybersecurity, regulatory compliance, and strategic alignment to the RTA's public mission. Services must combine on-site presence with remote operations to provide continuous coverage across all service areas listed in this Scope, with measurable performance outcomes and quarterly executive-level technology planning (vCTO/vCIO).

Due to cybersecurity concerns, RTA is unable to provide a complete inventory of in-scope assets, network locations, or as-built documentation prior to contract award. RTA will provide this information to the awarded contractor.

Task A: Core Managed IT Services

A-1. Service Needs Overview

The awarded MSP contractor will deliver comprehensive, end-to-end IT operations, support, and strategic guidance within a co-managed environment (co-manager is the RTA: RTA consultant or RTA future hire). The awarded MSP will provide co-leadership through a vCTO/vCIO; robust multi-tier service desk and on-site support; and proactive management of endpoints, cloud platforms, and critical systems to ensure reliability, security, and performance.

Services are expected to be mutually agreed upon prior to contract execution, SLA-driven, highly responsive, and aligned to RTA's long-term technology roadmap, operational needs, and continuous improvement objectives. The RTA's goals are based upon a positive end-user outcome and should not be solely or primarily focused upon ticket closure rates.

A-2. Governance & vCTO (Strategy, Roadmap, Budgeting)

The RTA is interested in learning the fundamental approach that each bidder takes particularly as it pertains to the section below. The functions of well-implemented governance and well-executed virtual CTO remain top priorities for our goals. We are an organization that does not currently have the budget to fund a C-level position at this time, however, this position is of no less importance to us, budget notwithstanding.

The RTA desires each prospective bidder to articulate the following:

- Delivery Strategy, including the prospective bidder's overall delivery model when taking on a new client.
- Knowing that it is unlikely to be feasible to take on every urgent task at once, how would the prospective bidder divide up the workload and prioritize the needs and goals listed below?

Service	Performance Expectations
Assign a vCTO/vCIO	• Develop a written, executive-level technology vision and roadmap plan to guide strategic asset management investment and risk management conversations with RTA leadership. • Lead Quarterly Technology Business Reviews (TBRs). • Support annual budgeting and capital improvement plan (CIP) (January-August). • Develop lifecycle and asset management plans. • Perform ROI analyses for major initiatives. • Provide cost optimization recommendations. • Recommend cost-effective solutions to optimize IT spending and align with strategic goals. Note that the RTA shall not consider the awarded contractor to be a sole source for all technology purchases. The RTA fully intends to follow its established purchasing policy and guidelines. • Provide Executive-level summaries suitable for leadership and Board of Directors review, as needed.

Service	Performance Expectations
	vCTO/vCIO should be prepared to attend Board meetings as needed, understanding that this does not necessarily mean attendance at each and every meeting.
Designate an Account Lead as Primary Point of Contact	Responsible for leading day to day: - IT Project Management - Process improvement / SOP recommendations - On-site troubleshooting - Hardware Maintenance - End-user software support
Identify Qualified Backup Personnel	Person(s)/function(s) designated in the technical proposal to cover absences or provide supplemental on-site assistance as needed.

A-3. Multi-tier Service Desk and End User Support (SLAs standardized), including:

RTA expects the awarded contractor to provide a “shoulder tap” service model. MSP personnel will be expected to service walk-up, in-person, and pre-ticketed service requests, primarily at the QLINE Tech Center, when the personnel are present on-site at least one (1) day per week.

RTA desires a strong contractor partnership in which RTA employees would know whom to call when issues arise that exceed their skills or expertise. RTA expects the awarded contractor to coordinate with RTA team members who have expertise in the QLINE IT environment.

Service	Performance Expectation
Provide a User-Friendly IT Support Ticketing System	- Web portal, with admin and user access - Email - Phone - SLA-driven workflows - Calendar scheduling from the engineer to the requester for resolution efforts
Manage and Resolve IT Support Tickets	- Timely communication with employees and resolution - Minimal disruption to operations.
Provide On-Site Support at RTA Tech Center Note: not needed at 1001 Woodward	- Minimum of one (1) day per week - Available during normal business hours (8:00 am – 5:00 pm, ET, Monday – Friday) - The on-site individual shall be well-versed in the day-to-day operations of the RTA and have a reasonably deep understanding of the RTA’s technology continuum

Service	Performance Expectation
Provide Timely and Accessible On-Site Response	- Contractor's remote location must be within a 30-mile radius of RTA facilities; - OR the awarded contractor guarantees 24x7 on-site dispatch for emergency incidents within 2 hours.

A-4. Endpoints and Cloud Management (0365, devices, VOIP)

The awarded contractor must demonstrate that its Endpoint Detection and Response (EDR) service delivers continuous, enterprise-grade endpoint protection through a fully operational 24x7 security model that prioritizes rapid threat detection, containment, and risk-based response.

Reference **Appendix A: End Points, Users & Vendor Summary** for endpoints, quantities, and major technology vendors supporting QLINE operations.

Service	Performance Expectation
Coverage and Visibility	All endpoints are continuously protected with full visibility and no unmanaged devices.
Planning and Budgeting	- Support planning and budgeting for employees, QLINE dispatch, and conference room upgrades. - Provide real-time access to employee device asset inventory - Provide recommendations for device upgrades during the budget cycle.
Comprehensive Endpoint/Lifecycle Management	- Deploy, onboard, and manage the lifecycle across all endpoints. - Ensure all device hardware is secure, up-to-date, and operates efficiently. - Lead onboarding and offboarding of employees at endpoints. - Endpoints include, but are not limited to: - Desktops - Laptops - Workstations - Tablets - Servers - Peripherals with standardized builds, MDM, and configuration guidelines.

Software Provision, Management, Maintenance, Monitoring, Detection, and Response	• Provide, manage, and maintain endpoint software, detection, and response (EDR). • 24x7x365 monitoring, threat detection, and incident response (automated and analyst-led) • Threat hunting • Compliance and data management • Communication and governance
Microsoft Governance and Optimization	• Advise on SharePoint assessment and health checks, governance frameworks, and information architecture design.

Service Levels Responses

All service requests will be subject to SLA guarantees, whether submitted via the service desk or as a “shoulder-tap” request, including:

SLA Category	Metric	Required Standard
Non-Emergency During business hours	First Response Schedule retention efforts	$\leq 4\text{-}8$ hours ≤ 2 business days Engineer proactively schedules time with the requester before performing work
Emergency During and After Business Hours, Weekends, and Working Holidays	First response Mean Time to Recovery (MTTR)	$\leq 15\text{-}30$ minutes 2-4 business hours
Escalation Path	On-Site Specialist → Remote Tier 2 → Remote Tier 3 → vCTO/vCIO	Defined response and communication checkpoints.

A-5. Proactive Monitoring and Maintenance, and Patching

Service	Performance Expectation
Proactive System Monitoring	• Continuously monitor endpoints, servers, network components, and cloud services • Detect and resolve issues before end-user impact • Maintain full visibility across all managed assets
24x7 Alerting and Response	• Real-time alert generation with defined escalation paths • Rapid triage and remediation aligned to SLA targets

Patch Management	• Schedule, test, and deploy patches for OS, applications, and firmware • Prioritize critical vulnerabilities within defined SLA windows • Maintain documented patch compliance reporting
Preventive Maintenance	• Conduct routine system health checks • Perform capacity planning and performance tuning • Validate backups and restoration processes regularly
Security Monitoring Alignment	• Integrate monitoring with EDR and security operations • Support vulnerability remediation tracking and reporting

A-6. Phone Management & VOIP Services

Service	Performance Expectation
Phone Management (Apple OS/iPhones & Verizon)	• Support RTA staff lead with wireless phone plans, account management, asset management (upgrades), security and data usage management. • Provide and manage MDM solution
Cloud Telephony (QL station emergency phones)	• Support maintenance of the cloud telephony (VOIP) for QLINE station emergency call boxes, including QoS, utilization, capacity planning, and E911 compliance.

A-7. Performance Management and Reporting

Service	Performance Expectation
IT Systems Documentation Management	• Create, maintain, and continuously update comprehensive IT documentation in collaboration with RTA staff. • Include detailed documentation for network architecture, configurations, infrastructure components, and system dependencies. • Document standard build procedures, startup sequences, failure recovery, and replacement/addition processes
Policies and Standard Operating Procedures (SOPs)	• Consult on SOPs developed by RTA team members, including, but not limited to, data retention, lifecycle, incident response, evidence handling, log retention, PSAP-related integrations, and governance for applications such as SharePoint, Teams, and OneDrive.

A-8. Coordinate Third-Party Vendors (Non-Network)

The awarded contractor shall demonstrate good-faith coordination and best-effort troubleshooting with RTA's third-party vendors, where applicable, to ensure secure, seamless integration and reliable operations. Overall, it is understood that the awarded contractor shall act as the first line of reaction to issues. RTA seeks a vendor with proactiveness in troubleshooting basic issues that don't require opening a ticket (i.e., power cycling, paper jam, cables connected, etc).

The awarded contractor will not be responsible for third-party vendor SLAs nor for outages or failures caused by third-party vendors, OEMs, or transit system vendors outside the awarded contractor's contractual control.

Reference **Appendix A: End Points, Users & Vendor Summary**

Service	Performance Expectation
Vendor relationship management	- Steward troubleshooting, communication, and opening tickets on behalf of RTA with respective/responsible third-party technology vendors that manage other systems. (e.g., fiber internet service provider, printer/multifunction device provider). - Eliminate service gaps and vendor conflicts, - Ensure seamless integration across providers - Ensure third-party vendors have controlled yet unfettered access to the systems they need to provide ongoing services and support.
Incident and Escalation Ownership	- Manage vendor-related incidents end-to-end - Enforce vendor SLAs and response expectations
Third Party Governance	- Develop and support third-party vendor governance process (access controls, SLA tracking, joint testing, consolidated reporting) and provide onboarding/offboarding checklists. - Provide regular performance reports on third-party vendors and identify any issues that arise.
Procurement Support	- Provide technical input for IT procurement RFPs and RFQs, third-party vendor contract renewals, and evaluation. - Validate solution compatibility with RTA environment.

Task B: Network and LAN Management (QLINE)

B-1. Service Overview

The awarded contractor shall manage, maintain, and support the RTA-owned Local Area Network (LAN) and wireless infrastructure that supports QLINE operations. The awarded contractor shall support ongoing operations of legacy backhaul equipment while enabling an orderly, RTA-directed transition to the identified Cisco replacement platforms. This Task includes lifecycle awareness, risk communication, and the execution of approved transition activities, but does not authorize the awarded contractor to make independent capital replacement decisions.

B-2. Manage Local Area Network (LAN), Wireless, and QLINE Infrastructure

Service	Detailed Performance Expectations Including Examples
Provide Monitoring of LAN Connectivity	This monitoring shall apply to all fiber and copper Trunk ports.
Establish Baseline Fiber-Optic Light Levels	Based on manufacturer and industry standards, establish an acceptable baseline for trunk light levels across all active trunk transceivers on both WAN and LAN links within the RTA QLINE LAN. This shall include light levels running excessively high or low. For light levels that run too high, attenuation shall be implemented either by a selected MSP vendor or by a 3rd party, as mutually agreed by the RTA and Future MSP. For low light levels, OTDR shall be employed to determine cable damage, and optics shall be evaluated for malfunction. Low light levels shall be investigated by a 3rd party, as mutually agreed upon by the RTA/Future MSP.
Perform Optical Light Level Testing and Validation	It shall be considered acceptable to utilize switch interface to evaluate light levels on all trunk ports. This shall eliminate the need to bring down or disrupt the network.

Service	Detailed Performance Expectations Including Examples
Operate and Monitor LAN Infrastructure	Monitor network capacity, utilization, and performance, including fiber backbone, station connectivity, and QLINE systems. This same functional reporting can be coupled with the quarterly light level review. RTA is looking specifically for long periods of high East-West traffic spikes that bring the network to or near its current capacity (10 GB as of 2026).
Maintain Connectivity Across Onboard and Trackside Systems	Ongoing and active monitoring of Station to Streetcar connectivity, identifying failures, and suggesting regular remediation advice for future budget planning

B-3. Maintain switches, firewalls, VLANS, and configurations

Service	Detailed Performance Expectations Including Examples
Manage switches (Juniper EX), Firewalls, and Associated Infrastructure	Ensure CPU utilization is not running at greater than 70% consistently, ensure memory is not being excessively consumed, thus impacting overall switch performance.
Configure VLANs, Trunks, Routing, Ports, and Segmentation	Regular audits of tagged and native VLANs, any requested VLAN additions for new initiatives are deployed by awarded MSP contractor in a timely manner.
Manage Security Policies, ACLs, and Access Controls	Regular audits of Access Control Lists (ACLs) between VLANs, investigate the feasibility of NAC solutions, and/or make other recommendations.
Perform Configuration Backups and Version Control	Maintain an on-site/off-site backup of "Golden Configs" for all switches, routers, and firewalls.

B-4. Support Firmware, Security Advisory, and Common Vulnerabilities and Exposures (CVE) Management

The awarded contractor shall manage firmware and security posture for all supported network equipment, including

Service	Detailed Performance Expectations Including Examples
Perform Firmware Lifecycle Management/Upgrades	Quarterly evaluation of network equipment for firmware updates and suggested reboot cycles for all access points and devices. This time cycle shall be superseded as needed due to the emergence of Common Vulnerabilities and Exposures (CVEs).
Identify and Assess CVEs Impacting the Environment	This must be a collaborative effort between the awarded contractor and the RTA. Mindfulness must be in focus, especially concerning budget-impacting Common Vulnerabilities and Exposures (CVE) events (think new hardware purchases).
Execute Emergency Response for Critical Vulnerabilities	This must be a collaborative effort between the awarded contractor and senior RTA management in order to coordinate and minimize disruption of QLINE operations.
Develop and Execute Remediation Plans	This must be a collaborative effort between the awarded contractor and the RTA.
Submit Firmware/Patch Plans Prior to Maintenance, including • Device Inventory • Current and Target Firmware Versions • Testing and Rollback Procedures	These plans must be submitted in writing. Shall be maintained on-demand, as changes occur, and submitted for review to the RTA quarterly Testing and rollback procedures shall be submitted in writing prior to execution and shall be subject to the RTA's approval.

B-5. Provide Field Services and Meet Mean Time to Repair (MTTR) Requirements

Service	Detailed Performance Expectations Including Examples
Provide Remote and On-Site Troubleshooting for Incidents	Incident classification shall be defined and submitted to the RTA in the technical proposal.
Troubleshoot LAN, Wireless, and Fiber Issues	Technical proposal shall include an outline of the vendor's troubleshooting process, both as it currently exists within their organization and as they would suggest it could exist within the RTA.

Service	Detailed Performance Expectations Including Examples
Perform Layer 1 Dispatch Services Upon RTA Authorization	It is understood by the RTA that should base contract hours be exceeded or after-hours on-site response be required, an additional fee(s) may be incurred. RTA reserves the right to authorize such a dispatch of the awarded contractor.
Replace Failed Equipment Using RTA-Owned and Provided Spares	RTA understands that its organization may not possess spares for every situation. RTA is looking for a contractor to assist them in identifying any critical gaps in spare parts inventory.
Meet a Target Mean Time to Repair (MTTR)	≤ eight (8) hours from ticket creation for covered components.

B-6. Manage Public Wi-Fi and Fiber Performance

Service	Detailed Performance Expectations Including Examples
Manage Public Wi-Fi Services on QLINE Streetcars and Platforms	Regularly ensure that SSIDs are aligned across all WAPs and that the security posture aligns with RTA needs.
Manage Fluidmesh Rugged Backhaul Systems, Including Configuration Management, Monitoring, and Troubleshooting	It is acknowledged that the Fluidmesh system is EOS/EOL. RTA is striving to fund the replacement of this system as soon as the budget allows.
Maintain Connectivity Between Stations, Vehicles, and The Core Network	While Fluidmesh system remains in place, RTA understands that this is a collaborative Best Effort.
Support Current Aerohive/Extreme and Future Wireless Platforms (Cisco Or Juniper Mist)	These include station and streetcar WAPs for public use as well as the RTA Tech Center's business needs.

Service	Detailed Performance Expectations Including Examples
Configure SSIDs, Authentication, and Security Settings	Involves regular review to ensure the security posture aligns with RTA needs, in collaboration with RTA management.
Perform RF Optimization and Performance Tuning	Involves regular review of system performance, looking for failing radios or poorly tuned radios. Regular collaboration with RTA staff shall be utilized to assist awarded contractor with the identification of problem areas.
Monitor Wireless Network Performance and Usage	Generate quarterly reports for senior RTA management to utilize for presentations as they deem necessary.
Coordinate with RTA to Ensure Privacy, Accessibility, and User Experience Standards	Regular monitoring and evaluation of the wireless system to ensure alignment with RTA security posture.

Task C: Security, SOC, and Resilience

The following sections define the comprehensive managed network and cybersecurity services required to support continuous, secure, and compliant operations for the QLINE streetcar system. The awarded contractor will provide end-to-end oversight across SOC functions, incident and vulnerability management, backup and disaster recovery, and regulatory compliance aligned to transit and public safety requirements. These services are intended to ensure high availability, rapid response, and adherence to all applicable PTSAP & FTA standards supporting safe and reliable QLINE operations.

C-1. Provide 24/7/365 SOC Monitoring (Mandatory)

The awarded contractor shall provide comprehensive 24x7x365 cybersecurity monitoring, threat detection, incident response, vulnerability management, proactive system health monitoring, and operational support for the RTA and QLINE technology environments. Whether delivered directly or through an approved third-party SOC provider, the Selected Bidder shall remain accountable for monitoring, escalation, issue resolution, maintenance coordination, and communications. The RTA expects the Selected Bidder to serve as a strategic technology partner by filtering and interpreting alerts, coordinating planned maintenance and emergency response activities, minimizing impacts to transit operations, and providing timely recommendations to maintain the security, reliability, and availability of all supported systems. The

performance expectations and minimum service requirements for these activities are outlined in the table below.

RTA prefers a two (2)- to three (3)- week runway to anticipate needed maintenance, during which outage windows can be scheduled and coordinated across the RTA team, third-party vendors, and external partners if an outage impacts QLINE service during normal streetcar business hours.

Service	Detailed Performance Expectations Including Examples
SOC Monitoring Coverage (Mandatory)	RTA understands that a SOC service shall be provided by a 3rd party vendor. RTA reserves the right to serve as the final approver and selector for this 3rd-party vendor. It is understood by the RTA that the awarded contractor may not have technicians staffed actively on a 24/7/365 basis. <i>However, it is vital to the RTA that the Selected Bidder provide technicians on an on-call basis 24/7/365.</i> This function is of vital importance to the RTA. The RTA expects the awarded contractor to be able to field on-site staff within the response parameters set forth herein.
Network and Connectivity Operations	The awarded contractor shall be able to provide capable staff who can deploy switch configurations or make emergency VLAN changes, etc., in the case of an emergency situation (i.e., a switch has failed and a spare must urgently be deployed). It is understood that this is Best Effort during the period when Fluidmesh is still the active backhaul equipment.
Proactive Monitoring	Alerting and automation tools are encouraged; they are considered the sole responsibility of the awarded contractor, unless otherwise mutually agreed upon by the RTA for additional fees, in which case the RTA shall require the awarded contractor to assign the RTA as the direct lessee of the software/intellectual property in question. The RTA strongly desires that the awarded contractor act as an intermediary and arbiter for any/all non-critical alerts. The RTA is seeking a 3rd party to mitigate and interpret "notification noise."

Service	Detailed Performance Expectations Including Examples
Maintenance and System Health	This function must be coordinated with the RTA senior management and/or those they designate to authorize this patching and maintenance. See above for detailed expectations. This shall be delivered quarterly except where emergency vulnerabilities are identified.
Planned Maintenance Coordination	This function is possibly one of the most important functions of the awarded contractor

C-2. Manage Incident Response and Vulnerability Remediation

Service	Performance Expectation
Incident Response Management	• Detect, triage, contain, and resolve cybersecurity and operational incidents. • Provide real-time incident coordination and escalation aligned to defined severity levels.
Vulnerability Management	• Perform continuous vulnerability scanning, risk prioritization, and remediation tracking. • Apply patches and mitigations based on criticality and exploit risk.
Threat Detection and Defense	• Manage tools for intrusion detection, endpoint protection, phishing defense, and threat intelligence. • Continuously update detection capabilities to address emerging threats.
Incident Communication	• Provide timely notifications and status updates during incidents, including: - Impacted systems or circuits

Service	Performance Expectation
	- Failover status - Preliminary impact assessment - Investigation findings and updates
Root Cause Analysis (RCA)	• Deliver written Reason for Outage (RFO) reports for Sev-1 and Sev-2 incidents within five (5) business days. • Include corrective and preventive actions.
Policy and Evidence Management	• Maintain policies for log retention, evidence handling, and PSAP-integrated workflows. • Ensure forensic readiness for investigations and audits.

The awarded contractor shall support structured incident and vulnerability response following the definition and application of incident severity levels:

Severity Level	Incident Application	Required Standard
Sev-1:	Critical incident impacting operations (i.e., inability to operate)	Response within two (2) hours. Immediate engagement and continuous effort for Sev-1 incidents (Disaster Recovery Scenarios) until service restoration. Preparation of written Reasons for Outage (RFOs) for Sev-1 and Sev-2 incidents, delivered within five (5) business days
Sev-2	Major impact: An incident compromising systems that are required for safe operations	Response within four (4) hours. Preparation of written Reasons for Outage (RFOs) for Sev-1 and Sev-2 incidents, delivered within five (5) business days

Severity Level	Incident Application	Required Standard
Sev-3	Minor impact: Issues that can be addressed by Help Desk support with minor impacts.	Response within twenty-four (24) hours.
Sev-4	Low impact: bugs and issues that do not compromise a user's ability to work	Response within four (4) business days.

C-3. Deliver Backup and Disaster Recovery Services

Service	Performance Expectation
Disaster Recovery Plan (DRP)	• Provide a comprehensive, written DR plan covering end-to-end recovery procedures, roles, and decision points. • Deliver initial plan within first 120 days of contract award. • Update annually or after any major system change. • Align with industry frameworks (e.g. NIST, CIS)
Backup Strategy and Management	• Design, implement, and manage backup solution across all environments (cloud, 0365, on-premise). • Manage, maintain, and regularly test backup solutions. • Final backup schedule and retention (target: up to 3 years) to be optimized jointly between vendor and RTA based on cost, compliance, and recovery needs.
Data Protection and Security	• Ensure all backup data is encrypted in transit and at rest using industry-standard encryption. • Ensure offsite storage and processes align with NIST/CIS cybersecurity standards, including geographic redundancy and data protection practices.
Platform Coverage	• Backup solutions must support enterprise systems, including 0365 databases, applications, and infrastructure.
Resilience and Recoverability	• Enable recovery capability from both local and remote environments, including full system restoration in the cloud or an alternate site if the primary location is unavailable.

Service	Performance Expectation
	Demonstrate ability to restore critical systems within agreed Recovery Time Objective and Recovery Point Objective (RTO/RPO) targets) to be defined during contract finalization
Testing and Validation	- Conduct backup verification and recovery testing at least quarterly. - Provide test results, issue remediation plans, and continuous improvement actions.

C-4. Ensure Compliance with Security Standards and PTASP

Service	Performance Expectation
Regulatory Compliance Management	- Maintain compliance with PTASP, FTA, CJIS, PII, PCI, and HIPAA requirements. - Update controls as FTA and cybersecurity regulations evolve.
Security Framework Alignment	Align the security program with the NIST and CIS frameworks.
Policy and Governance	- Develop and maintain security policies, SOPs, and standards. - Review annually or upon regulatory change.
Audit and Evidence Management	- Maintain audit-ready documentation and artifacts. - Support audits and remediate findings.
PTASP and Public Safety Compliance	- Ensure dispatch and public safety system compliance requirements are met. - Maintain supporting documentation, including supporting FTA Triannual Reviews.

C-5. Provide Reporting on Security Posture and Incidents

Service	Performance Expectation
Operational Reporting	Provide quarterly reports covering: - Uptime and availability metrics - Incident volumes, severity trends, and resolution performance - Capacity observations and risks

Security Posture Reporting	• Report on vulnerabilities, threats, and overall risk posture. • Provide prioritized recommendations for improvement.
Network and Performance Analysis	• Deliver regular insights on vulnerabilities, threats, and overall risk posture. • Include recommendations for risk reduction and maturity improvement.
Documentation and Configuration Management	• Maintain and update network diagrams, system inventories, IP address management, and change logs on quarterly basis, or as vendor recommended. • Enforce structured cabling to TIA standards, labeling best practices. • Ensure documentation reflects the current environment (“living documentation”).
Compliance Reporting	• Demonstrate adherence to CJIS, PII, PCI, HIPAA, and evolving regulatory requirements. • Provide audit-ready documentation upon request.

Task D: Documentation and Reporting Capabilities

The awarded contractor shall provide documentation and reports to RTA leadership on a regular cadence to be established upon contract award. The awarded contractor will provide standardized, customizable reporting aligned with RTA's operational, safety, cybersecurity, and decision-making needs. Reports shall focus on actionable insights, not raw data.

This is not an exhaustive list, and reports may be added or removed as the agency's needs evolve, as decided in partnership with the awarded contractor partner.

Service	Performance Expectation
Quarterly Technology Business Reviews, Aligned with RTA FY 10/1 - 9/30	Conduct quarterly executive reviews with RTA leadership
Monthly Operational Reports	Produced to be submitted within five (5) business days post-month-end, including:

Service	Performance Expectation
	• Ticket metrics • SLA attainment • Resolution times • System performance • Security posture (SOC operations and tickets opened/resolved). • Third-party vendor coordination, • Recommendations for continuous improvement, policies or standard operating procedures.
Backup/Disaster Recovery (DR) Logs and Reports	Regular and proactive monitoring, quarterly restores, and annual DR exercise results.
Fiber Network Reports	Provide reports summarizing fiber network availability, incidents, optical performance, firmware posture, capacity observations, and operational risks.
Documentation and Deliverables Management	Maintain and provide current system documentation; update quarterly or after major changes, including: • Network diagrams • Asset inventories • Configuration and change logs • Standard Operating Procedures, in partnership with RTA team members
Rider Wi-Fi usage	Provide reports of rider usage of public Wi-Fi and any issues affecting rider connectivity.
Training Materials and Opportunities	Support identifying training opportunities and materials for team members, determined in collaboration with the RTA IT leadership, and as requested.

5. Continuity and/or Transition Plan

In the event of a contractor transition, a formal discovery and stabilization period will be established at contract award, during which the awarded contractor will be excluded from liability related to pre-existing technical issues, undocumented systems, or legacy security gaps, as applicable. During this transition time, SLAs will be informational only.

The awarded contractor shall submit a continuity/transition plan (as applicable) within fifteen (15) days of contract award, including asset inventory validation, access and credential capture, operational risks, and mitigation strategies.

All systems, credentials, configurations, and any known risks will be incorporated into this plan.

6. General Requirements

6.1 Background Checks

All individuals assigned by the awarded contractor to on-site support roles must undergo a background check, which must be performed by the awarded contractor, with proof submitted to the RTA.

6.2 Subcontractor Control

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

6.3 Security

The awarded contractor must adhere to RTA QLINE's security plan at all times. Upon receipt of the Notice of Award, the awarded 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 awarded contractor employees.

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

- Leaving a door unlocked with the building unattended
- 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

6.4 Tech Center Facility Access Badges

Tech Center facility access badges to RTA QLINE property issued to the awarded 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 awarded 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 the contract.

The awarded contractor shall be responsible for all access badges in its possession and issued to its employees. The awarded contractor shall report any new or removed employees to RTA QLINE Management immediately. The awarded contractor shall be held financially responsible for all costs incurred as a result of any damage and/or loss due to misappropriation or loss of RTA QLINE access badges. Costs include reconfiguring electronic access systems and reissuing employee badges.

6.5 Public Safety

The awarded contractor, if performing IT support at QLINE streetcar stations and platforms, 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. The awarded contractor is responsible for ensuring that their employees are courteous when dealing with members of the public.

7. 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 with any or all bidders regarding the proposals received in response to this RFP. Failure to participate in an interview, if requested by the RTA, may be grounds for rejection of a bidder's proposal.

Prospective bidders will be notified by the RTA of the date and time for any pre-award interview, if requested.

Top Finalist Interviews

Proposals will be evaluated based on the criteria in the table below. The top two to three finalists, identified based on the evaluation committee's scoring, will be invited to interview.

- Interviews will take place the week of September 21-25, 2026. RTA reserves the right to reschedule the finalist interviews as needed and will inform the finalists of any changes in a timely manner.
- Decisions regarding bidder proposals are the RTA's final determination.
- 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.

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

Criteria	Description
Strategic Governance, Service Delivery, and Reporting	Vendor maturity, including the strength of the service delivery model and responsiveness: • vCIO Strength and Experience • Staffing / Service Support Model • Strategic Planning Capabilities aligned with RTA's environment and future needs. • IT Road Mapping supporting Capital Improvement Planning • Risk Management • Lifecycle Management • Budget Forecasting • Cybersecurity Governance • Reporting: ○ Quality of digital reports and access, frequency ○ KPI reporting capabilities
Technical Capability	Quality and technical approach for the proposed technical solution, including:

Criteria	Description
	• Help Desk, On-Site Support, SLAs, Responsiveness • Quality of Ticketing System • Endpoint Security / Management Approach • Security Operations Center (SOC) • MDM Recommendation • Backup and Disaster Recovery Recommendation • including infrastructure support for cybersecurity (SOC, EDR, MDR), architecture design, tooling, automation, and scalability.
Experience and Qualifications	Relevant experience of the firm • Assigned team for delivering managed IT services ○ Certifications • Expertise in cybersecurity, public infrastructure • Reference to relevant contracts (public sector or transit preferred)
Cost Proposal	Complete and transparent pricing and total cost of ownership (2-year), cost per user, and overall value. Evaluation will consider the completeness of the scope and alignment with the required pricing structure (Appendix B)

8. Proposal Requirements

All proposals must be submitted no later than Friday, August 28, 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:

8.1 Technical Proposal

Bidder will provide a detailed approach to the following:

- An organizational overview, values, and technical capability; service delivery model
- Strategic planning capabilities and leadership, IT road mapping, risk management, budget forecasting
- Service delivery model and staffing plan
- Cybersecurity Governance
- Help Desk Support & Customer Service approach
- Reporting capabilities
- Examples of similar government- or transportation-based entity engagements, including references.
- Example of a strategic technology plan, report examples, KPIs and examples of measurable improvements (cost, uptime, security).
- Onboarding process, expected timelines, and milestones
- Team members assigned to the account, qualifications and certifications, and resumes of key personnel.
- Separate technical proposals from cost proposals
- All required forms completed and signed – see Appendix A.

8.2 Cost Proposal

Bidders shall submit a **separately sealed cost proposal** that strictly adheres to the prescribed pricing structure and formats included in this RFP.

Failure to comply with required pricing formats, level of detail, or transparency requirements may result in disqualification.

Pricing Structure Requirements (Mandatory)

RTA desires complete visibility into all cost components, including vendor-recommended hardware and software.

Bidders **must** provide a fixed price for the first year of the contract, pricing for year 2, and the total cost of service for the contract over the two-year period. Include Year 2 Pricing with CPI increase.

Bidders **must** complete all tables without modification and submit them in an Excel file, **Appendix B: IT MSP Pricing Worksheet**, with their proposal. Appendix A: Endpoints, Users & Vendor Summary identifies quantities to support estimating costs.

Appendix B includes the following standardized categories:

- Core (Base) Managed Services, including pricing per user and per device
- Tooling and Platforms
- Licensing /Subscriptions (embedded or pass-through)
- Security Services (SOC, EDR, Email Security, etc.)
- Backup and Disaster Recovery (DRaaS)
- LAN/WAN Fiber Management

All pricing must be presented as:

- One-time costs (onboarding)
- Unit Cost
- Monthly recurring cost
- Annual recurring cost
- Two-year total cost of ownership (TCO)

Fees for all 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 (non-compounding).

Contracts valued at over \$350,000 over the contract period must be approved by RTA's Board of Directors following RTA's federal Procurement policy and guidelines.

Optional Services:

Include optional services or project-based work that could not be provided outside of the scope of fixed-fee services not included in the core IT MSP services.

- Enter description and costs in the Excel spreadsheet, **Appendix B: IT MSP Pricing Worksheet**.
- Optional services may be subject to annual CPI-U adjustments (not to exceed 5%, non-compounding) upon mutual agreement or remain at a fixed rate for the duration of the contract.

Hourly Rates for Key Personnel:

Enter hourly rates for key personnel to be used if additional services beyond the fixed-fee or optional services in the Excel spreadsheet, **Appendix B: IT MSP Pricing Worksheet**.

- 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% (non-compounding).
- 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 4220.1G, 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 Act of 1964, as amended 42 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 C.

- 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 – RTA End Point, User and Vendor Summary

Endpoints & Users

The awarded IT MSP contractor is responsible for inventorying, documenting, supporting, and updating the following devices.

- Laptops and desktops are managed through the current MSP (provisioning, security, decommissioning).
- Tablets are managed by QLINE operations staff (purchased directly).
- Mobile phones (Verizon) are managed by QLINE operations staff, aligned with free iPhone upgrades.

RTA desires stronger commissioning and decommissioning procedures, and will consider implementation of Device Management solution(s) on advice from awarded MSP contractor.

End Points & Cloud Services	Quantity
0365 Licenses (mixed tiers)	70 Total
Copilot Licenses	5, pilot to start/ 15 expected
Standard Business	65 licenses
Business Basic (No teams)	3
Exchange Online (plan 1)	24 users
Laptops and Accessories	27 laptops and accessories
Desktops (Tech Center)	11, dispatch and training
Iphones	18 iphones
Ipads	8 ipads
Samsung/Google Phones	3 phones
Printers (Tech Center)	13 desktop printers 1 leased printer
TV Screens	3
Physical Servers	2
Network Video Recorder (NVR)	1 (replacement needed, preferably a cloud-based solution)
Handheld Emergency Radios (Motorola)	30

QLINE Asset Summary

The RTA is the sole and exclusive owner of the fiber optic and communications infrastructure supporting the QLINE streetcar system. This includes the full end-to-end network environment, comprised of conduit, inner duct, fiber backbone, lateral connections, and all associated network and communications equipment deployed across stations, vehicles, and the operations/technology center.

QLINE Assets Summary	Description
Trackside / Fiber Network	- Fiber optic backbone (144-strand trunk line) - Fiber drops to each station - Station, train, and Tech Center network equipment - Conduit and inner duct infrastructure
QLINE Stations	22 Total Stations 10 Core Stations 22 Emergency Call Boxes (VOIP) 1 Pay Stations Decommissioned 1 hardened managed switch per station 15 Access Points (approximately) Security Cameras (less than 100)
Street Cars	6 Total 5 Operating 8 Onboard Cameras /DVR Digital Signage Digital Ridership Technology (e.g. passenger counts) 1 hardened managed switch per streetcar 12 Access Points (approximately)
Tech Center Facility	Door Access Control System Wireless access points Server Room Security Cameras

The following are the main services and vendors that support programs and services at the RTA:

Service	Third-Party Vendor	RTA MSP Expectation
1001 Woodward Office/ SEMCOG Main Tenant	OneIT	Lead coordination with vendor/troubleshooting, support RTA Admin staff.
VOIP - Emergency call boxes platforms (Emergency replacement occurred June 2026)	OneIT	Lead coordination with vendor. Coordinate a longer-term vendor solution.
Direct Internet Service Fiber	Bluebird Fiber	Lead troubleshooting
Door Access Control System	Guardian Alarm	Lead troubleshooting
CCTV (station platforms & building) RTA plans to procure new cameras	Vicon Valerus – Europe based, support no longer offered.	Lead coordination with vendor
Digital Signage (Cars/Platforms)	BrightSign	Lead troubleshooting with vendor
Handheld Emergency Radio (Flashing required through Detroit Police Department)	Motorola	Support best practice asset management
Mobile Phones	Apple Verizon	Support QL Admin on plan optimization and best practice device management
Real-Time Vehicle Tracking & Operations	ETA Transit	Lead coordination with vendor/troubleshooting
Printer / Copiers	Lease agreements	Lead troubleshooting Included in Core Base MSP

APPENDIX B – RTA IT MSP Pricing Workbook (Excel)

See Excel file uploaded separately to BidNet

APPENDIX C – Required Forms

See PDF Portfolio file uploaded separately to BidNet