

REQUEST FOR QUOTE

Streetlight Maintenance and Repair (RFQ 2026-010)

The Regional Transit Authority of Southeast Michigan (RTA) seeks quotes from qualified electrical vendors to provide maintenance, repair, troubleshooting, restoration, documentation, and emergency response services for designated streetlights the RTA is responsible for maintaining along the QLINE corridor on Woodward Avenue in Detroit, Michigan. RTA intends to issue one or more purchase order(s) for these services to the lowest cost responsible and responsive vendor(s) who offer(s) the most competitive pricing and meet(s) all required qualifications, reliability standards, and safety compliance.

RFQ Title: Streetlight Maintenance and Repair

Agency Name: Regional Transit Authority of Southeast Michigan

Address: 1001 Woodward Avenue, Suite 1400, Detroit, MI 48226

RTA Contact: Rebecca Donnelly-Lasecki, Procurement and Contracts Manager

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RFQ Timeline:

Request for Quote Published on Bidnet: Friday, September 18, 2026

Quote Submission Deadline: Friday, October 2, 2026 5:00p.m. EDT

Award / Notification: Wednesday, October 7, 2026

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.

The RTA owns and operates the QLINE, a fleet of streetcars on 3.3 miles of Woodward Avenue in Detroit, with twelve (12) stops serving neighborhoods such as New Center, North End, Midtown, and Downtown Detroit. A portion of the QLINE route has a dedicated southbound lane near Little Caesars Arena, from Temple to the I-75 service drive. For the rest of the route, the QLINE shares the road with traffic.

QLINE Streetlight Maintenance Program

Certain streetlights located along the QLINE corridor are powered through QLINE traction power substations (“TPSS”) or related electrical infrastructure. The RTA coordinates maintenance and repair services for the streetlights included in the scope of this RFQ in cooperation with the Public Lighting Authority (PLA), and, where applicable, other asset owners, including DTE Energy and the City of Detroit.

PLA coordinates with the RTA concerning streetlight assets, replacement materials, funding approvals, and long-term asset management planning where applicable.

RTA administers the resulting maintenance contract and serves as the primary point of contact for the selected vendor(s). The RTA’s responsibilities include issuing and authorizing work orders, coordinating service requests, reviewing and processing invoices, monitoring contract performance, and facilitating coordination required with the PLA and other asset owners.

The **Vendor** will perform the inspection, maintenance, repair, diagnostic, outage response, emergency response, documentation, and restoration services identified in this RFQ. The Contractor may perform work only on assets included in the RFQ scope of services as specifically identified in RTA-authorized work orders.

Relationship to Asset Ownership and Existing Arrangements

This RFQ and the resulting Purchase Order establish the Vendor's scope of services and the procedures by which the RTA will administer the work. Neither the RFQ nor the Purchase Order determines or modifies ownership of any streetlight or related asset, the ultimate allocation of maintenance or cost responsibility, or the respective rights and obligations of the RTA, PLA, the City of Detroit, DTE Energy, or any other entity under an existing agreement.

The Vendor shall separately identify and document all work involving TPSS equipment, TPSS-fed circuits, feeders, underground wiring, power-distribution equipment, or assets identified by the RTA as owned or controlled by another entity. Except when immediate action is reasonably necessary to address an imminent threat to persons or property, the Vendor shall not perform work on such equipment or assets without the RTA's prior written authorization. When emergency action is necessary, the Vendor shall promptly notify the RTA and shall perform only those measures reasonably necessary to make the condition safe, unless the RTA authorizes additional work.

Authorization, performance, or payment for work under the Purchase Order will not determine asset ownership, constitute an admission concerning the ultimate allocation of responsibility, modify any existing agreement, or waive any right of the RTA or another entity to reimbursement, insurance proceeds, or recovery from a responsible party.

Streetlight Asset Overview

The QLINE corridor contains approximately 489 streetlight fixtures along approximately 3.3 route miles, covering both the Northbound and Southbound portions of the Woodward Avenue corridor (total corridor coverage ~6.6 miles). Based on information currently available to the RTA:

- Approximately 420 fixtures are powered through QLINE TPSS infrastructure and are included in the Vendor's base maintenance scope;
- Approximately 43 fixtures are understood to be owned and maintained by DTE Energy and are excluded from the Vendor's routine maintenance and permanent repair responsibilities; and the ownership, power source, and maintenance responsibility for approximately 26 additional fixtures have not yet been confirmed.

The approximately 43 fixtures owned and maintained by DTE Energy, as well as the 26 unclassified fixtures, are excluded from the base maintenance scope unless expressly identified in an RTA-authorized work order. Respondents shall provide the requested unit pricing for services that the RTA may authorize for those fixtures. The location of a fixture within the QLINE corridor does not, by itself, establish that the fixture is included in the scope.

Vendors shall base their proposals on the assets expressly included in this RFQ and its exhibits and shall identify any assumptions concerning asset quantity, ownership, power source, access, or maintenance responsibility. Following the award, the Vendor shall perform work only on assets included in the scope or expressly identified in an RTA-authorized work order.

Procurement Objective

The RTA seeks, in coordination with the PLA, to provide reliable maintenance and repair services for designated streetlights along the QLINE route, ensuring safe and effective illumination for transit operations, pedestrians, motorists, and the public, while maintaining a cost-controlled, authorization-based process for corrective repairs. The RTA seeks proposals from qualified electrical contractors to provide on-call maintenance, repair, restoration, troubleshooting, and emergency response services along the QLINE streetcar corridor.

Expected Outcomes

- Timely restoration of streetlight outages
- Improved corridor safety and visibility
- Clear coordination between RTA QLINE and the awarded vendor(s)
- Proactive identification of streetlight electrical infrastructure issues
- Reliable documentation of work performed, issues identified, and repairs completed
- Cost control through approval-based repair and maintenance work order process

Key Performance Indicators

Vendor performance may be evaluated based on:

- Response time compliance
- Percentage of lights restored within target timeframe

- Accuracy and clarity of repair quotes
- Reduction in repeat outages
- Safety record

Response times begin when the RTA dispatches or confirms a service request. Repair-completion periods exclude documented delays caused by unavailable owner-furnished or specialty materials, required governmental or utility approvals, inaccessible work areas, severe weather, or an RTA-directed suspension. The Vendor must notify the RTA promptly when such a condition arises.

Vendor Qualifications

The minimum qualifications are intended to ensure fair, open, and transparent competition among Detroit-based and regional electrical service vendors, while protecting the RTA from operational risks.

- Minimum of three (3) years of experience performing electrical maintenance, inspection, repair, testing, troubleshooting, or construction services involving street lighting, pole-mounted lighting, utility distribution, transportation infrastructure, industrial facilities, municipal lighting, or comparable assets.
- Ability to provide licensed electricians, qualified supervisors, trained field staff, bucket trucks or aerial lift equipment, traffic control resources, and standard electrical testing equipment.
- Experience working in active urban corridors, public rights-of-way, municipal environments, and near vehicular and pedestrian traffic.
- Ability to respond to routine, priority, and emergency service requests within the response time requirements stated in the Scope of Services below.
- By submitting a quote in response to this RFQ, the vendor agrees to comply with all of the RTA's Purchase Order General Terms and Conditions as attached to this Request for Quote as Appendix A and linked at the RTA website. Failure to comply with these terms and conditions is grounds for rejecting a vendor's quote as non-responsive.

Scope of Services

The awarded vendor shall provide all labor, supervision, equipment, vehicles, tools, traffic control, documentation, and incident response resources necessary to perform the services described below. Replacement materials may be furnished by the Vendor, RTA, PLA, the City of Detroit, or another entity, as directed by the RTA. The Vendor shall not purchase materials for reimbursement without the RTA's prior written authorization.

Materials and Inventory Control

The Vendor shall document all materials received, stored, installed, removed, returned, damaged, or disposed of, including the source and intended ownership of each material where identified by the RTA. The Vendor shall safeguard furnished materials and shall not use them for any other purpose. The Vendor is not responsible for establishing or replenishing inventory unless expressly authorized by the RTA.

Roles and Responsibilities

This section identifies the respective roles and responsibilities of RTA QLINE and the awarded vendor to ensure timely outage response, effective coordination, and proper maintenance of the QLINE streetlight system.

Role	Responsibilities
RTA QLINE	• Identify and report outages observed during ordinary operations. • Identify outages or visible issues • Receive and track reported issues • Issue service requests • Review and authorize proposed work
Contractor	• Respond to outage notifications from RTA QLINE • Diagnose outages • Perform authorized work • Identify root causes • Recommend repairs • Provide cost estimates • Maintain service documentation

Work Coordination, Permits, and Third-Party Assets

The Vendor shall:

- Coordinate all field activities with the RTA and QLINE Operations before beginning work.
- Perform authorized work as promptly as practicable and in a manner that minimizes disruption to streetcar operations, pedestrians, motorists, adjacent businesses, and the public.
- Coordinate with permitting authorities, utilities, roadway agencies, and other affected stakeholders as necessary to perform authorized work safely and efficiently.
- Obtain permits, utility locates, lane-closure approvals, and other approvals customarily obtained by the performing contractor.
- Promptly notify the RTA of any condition affecting public safety, streetlight, or QLINE system reliability, regulatory compliance, or potential future repair or capital needs.

Coordination concerning asset ownership, responsibility for permanent repair, allocation of costs, or authorization to perform work on assets owned or controlled by PLA, the City of Detroit, DTE Energy, or another entity shall be conducted through the RTA unless the RTA directs otherwise. The Vendor shall not make commitments on behalf of the RTA or agree to any allocation of responsibility or cost

Traffic Control and Access

The Vendor must:

- Ensure pedestrian and vehicular safety.
- Provide traffic control, signage, flagging, and pedestrian protection as required by law, ordinance, and/or regulation.
- Perform work with minimal disruption to traffic, pedestrians, businesses, and QLINE operations.

Safety Requirements

The Vendor must:

- Comply with OSHA, MIOSHA, NFPA 70E where applicable, and all applicable electrical safety requirements.
- Implement lockout/tagout when necessary.

- Maintain a safe work environment.

Documentation and Reporting

The Vendor shall promptly identify any observed condition that may require corrective action under an agreement applicable to the QLINE or its license area. The RTA will determine the responsible work group or contractor and any applicable correction deadline.

The Vendor shall provide to RTA QLINE:

- A detailed service report for each call-out, including:
 - Location (including streetlight number where applicable)
 - Issue identified
 - Work performed (materials used, and labor/equipment hours)
- Before-and-after photos when practicable.
- Repair estimates where applicable.
- Monthly summary report of all activities.
- Emergency response reports for emergency repairs/maintenance.

For damage apparently caused by a vehicle strike, vandalism, or another third party, the Vendor shall preserve available evidence and document the location, asset number, apparent cause, photographs, police or incident report information, if available, labor, materials, temporary work, and estimated permanent repair cost. The Vendor shall not admit responsibility, compromise a claim, or communicate with an insurer concerning recovery without RTA authorization.

TASK A: Outage Response and Lamp Replacement

The awarded vendor shall respond to reported outages and perform:

- Replacement of
 - Lightbulbs / lamps
 - Ballasts / drivers (if applicable)
 - Fuses or other minor electrical components
- Verification that fixture returns to full operational status

Outage Type	Required Response Time
Routine outage	Within 3 to 5 business days
Priority outage in high-visibility or safety-sensitive location	Within 24 to 48 hours
Emergency repairs	Within 2-4 hours

TASK B: Troubleshooting and Diagnostics

When lamp replacement does not resolve the issue, the awarded Vendor shall:

- Perform field diagnostics to identify the failure cause
 - Diagnostics involving TPSS, traction-power, utility-owned, or other restricted equipment shall be performed only by appropriately qualified personnel and only when expressly authorized by the RTA.
- Inspect:
 - Wiring and connections
 - Photo cells
 - Drivers / ballasts
 - Circuit issues
- Determine whether the issue is:
 - Fixture-related
 - Electrical feed-related
 - Structural (pole damage, etc.)

TASK C: Repair Identification and Cost Estimating

For issues beyond routine lamp replacement, the awarded Vendor shall:

- Prepare a **detailed repair estimate**, including
 - Detailed description of the issue
 - Recommended repair solution
 - Labor and material costs
 - Estimated time to complete
 - Any factors which may affect the above (lead time/availability of resources, weather impact, etc.)
- Submit estimate to RTA QLINE for written approval prior to performing repair(s).

Preapproval Requirement: No non-routine repairs shall be performed without written authorization from RTA.

TASK D: Repair and Maintenance Work (Preapproved)

Upon RTA approval, the Vendor shall perform repairs including:

- Replace fixtures
- Repair or replace streetlight wiring, connections, controls, or related components identified in the approved repair estimate.
 - The Vendor shall not alter TPSS equipment, traction-power equipment, overhead contact-system components, utility-owned infrastructure, or an entire feeder or distribution circuit unless the applicable work is expressly described in an RTA-authorized work order.
- Repair pole-mounted component
- Repair electrical connections
- Other corrective maintenance preapproved by RTA.

TASK E: Emergency Repairs

While not subject to the preapproval requirement in Tasks C and D, emergency repairs must be coordinated with RTA QLINE, performed within the required 2-4 hour response time, and documented in writing. The Vendor shall provide emergency response for:

- Downed or damaged streetlights
- Exposed electrical hazards
- Poles struck by vehicles
- Any condition posing an immediate safety risk.

Emergency response involving a vehicle strike, vandalism, or other apparent third-party damage shall also comply with the Third-Party Damage Documentation requirements.

Emergency Repair Procedure

Upon an emergency dispatch from the RTA, the Vendor shall respond within the applicable response time and take measures reasonably necessary to protect persons and property, control the immediate hazard, and prevent additional damage. Unless

the RTA authorizes permanent repair, the Vendor's authority is limited to emergency make-safe and temporary stabilization work.

- The Vendor shall notify the RTA promptly of the condition, actions taken, affected assets, and any additional work required.
- Emergency work shall require verbal or written authorization from the RTA QLINE, followed by written confirmation, unless delay would create an imminent threat to persons or property.

Exclusions

Unless specifically authorized in writing by RTA through a separate task order, contract amendment, or preapproved work authorization, the following activities are excluded from the base scope of services:

System Upgrades and Capital Improvements

The following upgrade and improvement activities are excluded from the base scope unless specifically authorized by RTA via a separate and distinct project preapproval and issuance of a project-specific Purchase Order:

- Full system upgrades, modernization programs, or corridor-wide lighting replacement projects.
- Capital improvement projects intended to enhance, expand, or redesign the existing streetlight system.
- Installation of new streetlights, poles, circuits, control systems, smart-city technologies, or other assets not currently part of the QLINE streetlight system.
- Corridor-wide LED conversion programs or technology refresh initiatives.
- System expansions, network extensions, or capacity enhancements projects.

Major Infrastructure and Construction Activities

The following major repair, replacement, and construction activities are excluded from the base scope unless specifically authorized by RTA via a separate and distinct project preapproval and issuance of a project-specific Purchase Order:

- Large-scale pole replacement, foundation replacement, or structural rehabilitation projects affecting multiple locations.

- Replacement of entire lighting circuits, feeder systems, underground conduit networks, or large-scale electrical distribution infrastructure.
- Major roadway reconstruction, streetscape improvements, sidewalk reconstruction, or other civil construction work not directly related to routine streetlight maintenance and repair.
- Emergency restoration resulting from major storms, natural disasters, widespread vandalism, or catastrophic events requiring substantial reconstruction.
- Environmental remediation, hazardous material abatement, or contaminated soil removal.

Specialized Professional and Third-Party Services

The following services are excluded from the base scope unless specifically authorized by RTA via a separate and distinct project preapproval and issuance of a project-specific Purchase Order:

- Engineering design services, preparation of stamped drawings, design calculations, or other services requiring a licensed professional engineer.
- Utility-owned infrastructure repairs, upgrades, or replacements that must be performed by DTE Energy or another utility provider.
- Asset-management studies, life-cycle analyses, grant support, feasibility studies, or long-range capital planning services.
- Specialized consulting services beyond the routine maintenance, troubleshooting, repair, and reporting requirements.

RTA reserves the right to authorize any excluded service through a separate task order, contract amendment, or written authorization. Any such work shall be procured (if applicable) and negotiated separately, and performed only with RTA's approval.

Cleaning, Painting, and Graffiti Removal

Routine cleaning, washing, painting, refinishing, corrosion remediation, weed and trash removal, and graffiti removal are excluded from the Vendor's base scope unless expressly identified in an RTA-authorized work order. This exclusion defines only the Vendor's scope and does not determine or modify the responsibilities of the RTA or another entity under any existing agreement. The Vendor shall document and report to the RTA any observed graffiti, excessive debris, corrosion, damaged coatings, or other

conditions affecting the appearance, safety, or condition of streetlights, poles, or associated infrastructure. The Vendor shall include the location, asset number, photographs, and any recommended corrective action.

Other Excluded Services

Unless expressly authorized by the RTA through a work order or other written authorization, the base scope excludes:

- routine cleaning or washing of poles, luminaires, or fixtures;
- procurement, stocking, or replenishment of replacement-material inventory;
- furnishing specialty, custom, or obsolete fixtures or components;
- asset-management studies and lifecycle planning;
- permanent repair of utility-owned infrastructure;
- permanent repairs arising from vehicle strikes, vandalism, casualty events, or third-party damage; and
- work on the approximately 26 fixtures whose ownership, power source, or maintenance classification remains unconfirmed.

General Requirements

Contractor Staffing and Supervision

The Vendor shall designate a primary point of contact responsible for receiving service requests, emergency notifications, operational changes, technical inquiries, and customer service complaints from RTA. Changes to the designated contact personnel shall be communicated promptly in writing to RTA.

The Vendor shall supply a sufficient number of properly trained and qualified employees to perform all required services in a timely and professional manner. Work shall be supervised by qualified personnel with relevant experience in electrical infrastructure, overhead contact systems, traction power systems, substations, utility distribution systems, or comparable facilities. Personnel shall possess all required licenses, certifications, and training. The Vendor shall remain responsible for the performance, conduct, and supervision of employees and subcontractors (if applicable).

Subcontractor Control

Any and all subcontractors utilized to perform authorized work shall be subject to RTA review and approval. The awarded Vendor shall remain fully responsible for the supervision, performance, quality, and safety of all subcontractor activities.

Work Scheduling and Service Continuity

The Vendor shall coordinate all planned work, outages, testing, inspections, and maintenance activities with RTA and QLINE Operations. Whenever practical, work shall be performed during non-revenue service hours to minimize impacts to streetcar operations.

Equipment and Vehicle Requirements

The Vendor shall furnish all labor, supervision, tools, equipment, specialized testing devices, bucket trucks, traffic control devices, communication equipment, and other resources necessary to perform the work unless specifically provided by RTA. Equipment furnished by the Vendor shall be maintained in safe operating condition.

Performance of Authorized Work

The Vendor shall not perform work beyond the scope of services authorized by RTA without prior written approval. All work performed shall be authorized by RTA through approved work orders, task authorizations, emergency dispatches, or other approved mechanisms.

Safety Management and Compliance

The Vendor shall maintain a comprehensive safety program including personal protective equipment (PPE), job hazard analyses (JHA), lockout/tagout procedures, fall protection, traffic control measures, and protection of passengers, motorists, pedestrians, and adjacent property.

The Vendor shall comply with all applicable federal, State, and local safety requirements, including OSHA, MIOSHA, applicable Federal Transit Administration (FTA)

requirements, RTA safety policies, Public Transportation Agency Safety Plan (PTASP) requirements, and site-specific operational procedures. Vendor personnel shall successfully complete any safety orientation or training required by RTA prior to performing work on QLINE-owned or -managed property.

Emergency Response Capability

The Vendor shall maintain the capability to respond to emergency electrical infrastructure conditions, including wire failures, power outages, structural damage, and other conditions affecting safe streetcar operations.

Owner Access

RTA retains unrestricted rights to access, inspect, monitor, and observe all QLINE electrical infrastructure, equipment, facilities, substations, control locations, and other associated assets at any time. The Vendor shall not impede, restrict, or otherwise limit RTA's access to any equipment, facility, enclosure, cabinet, structure, or location associated with the QLINE electrical system.

The Vendor shall maintain RTA-approved access controls and security measures for all equipment and facilities. If locks, keys, access credentials, or security devices are changed, modified, or replaced, the Vendor shall immediately provide RTA with updated access credentials and maintain uninterrupted access for authorized RTA personnel.

Nothing shall prevent RTA from accessing, inspecting, monitoring, testing, operating, isolating, energizing, de-energizing, or otherwise interacting with electrical infrastructure using qualified RTA personnel or authorized representatives.

Price Quote Requirements and Submission

RTA seeks one or more vendor(s) to provide recurring inspection, preventive maintenance, as-needed repair, troubleshooting, and technical support services. Because the level of corrective maintenance and repair work cannot be accurately predicted in advance, proposers shall submit pricing using a combination of fixed-price services and unit-rate pricing.

Recurring services identified in the Scope of Services, including replacement of lightbulbs, ballasts, drivers, fuses, and other minor components; and visual inspection of streetlights to identify issues, shall be quoted on a fixed-price basis.

Corrective maintenance, troubleshooting, repair services, equipment use, and other services authorized by RTA shall be compensated at the vendor's proposed rates for labor, equipment, and materials. RTA does not guarantee any minimum volume of repair, maintenance, or emergency response work. Work will be performed only with RTA authorization.

Proposed pricing shall include all direct and indirect costs necessary to perform the services described in this RFQ, including labor, supervision, tools, equipment, overhead, profit, travel, and administrative services.

All price quotes must be submitted via Bidnet Direct no later than 5:00 p.m. EDT on Friday, October 2, 2026. The RTA will not accept any price quotes 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 quotes at least one business day prior to the deadline.

To be considered for this opportunity, all price quotes must be submitted via Bidnet Direct by the deadline as stated above, and must include Pricing Schedules A (Fixed-Price Recurring Services), B (Labor Rates), and C (Equipment Rates) found on page 17, and:

- Name of Project Manager or primary point of contact
- Organization overview and relevant experience
- Qualifications, licenses, certifications, and resumes of key personnel
- Technical approach and response time plan/commitment
- Staffing plan and availability
- Safety plan or description of safety practices
- Equipment and resources available for the work
- Subcontractor list, if applicable
- Insurance and certifications

Pricing Schedule A: Fixed-Price Recurring Services

Service	Fixed Price per Occurrence
Lightbulb replacement	\$
Ballast replacement	\$
Driver replacement	\$
Fuse replacement	\$
Other minor component/part replacement	\$
Visual inspection of streetlight	\$

After the initial purchase order, pricing for each subsequent purchase order may be adjusted based on CPI-U for the preceding 12 months, not to exceed five percent (5%) per year.

Pricing Schedule B: Labor Rates (Fully Burdened)

	Straight Time	Overtime	Double Time/Holiday
Project Manager	\$	\$	\$
Supervisor	\$	\$	\$
Journeyman Electrician	\$	\$	\$
Lineman	\$	\$	\$
Electrical Technician	\$	\$	\$
Electrical Engineer	\$	\$	\$
Other (specify)			

After the initial purchase order pricing for each subsequent purchase order may be adjusted based on CPI-U for the preceding 12 months, not to exceed five percent (5%) per year.

Pricing Schedule C: Equipment Rates

	Hourly Rate	Daily Rate
Bucket truck	\$	\$
Service truck	\$	\$
Crane / Digger truck	\$	\$
Traffic Control Package	\$	\$
Generator	\$	\$
Specialized testing equipment	\$	\$
Other (specify)	\$	\$

After the initial purchase order, pricing for each subsequent purchase order may be adjusted based on CPI-U for the preceding 12 months, not to exceed five percent (5%) per year.

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 RTA's purchase order terms and conditions.

Evaluation

All pricing quotes submitted via Bidnet Direct by the deadline that meet the requirements of this RFQ will be evaluated by RTA. Any proposal deemed to be non-responsive to the specifications or other requirements of this RFQ, 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 pricing proposals.

Purchase Order

RTA will issue one or more purchase order(s) to the lowest-cost responsive and responsible vendor(s). The initial term of this purchase order will be one year, with the option to renew for up to four (4), additional one (1)-year terms. A separate and distinct purchase order will be issued for each term. Each purchase order will include a “not to exceed” amount which represents the maximum amount payable to the vendor for the applicable term.

Purchase Order General Terms and Conditions

The RTA's Purchase Order General Terms and Conditions are attached to this Request for Quote as Appendix A.



Appendix A



REGIONAL TRANSIT AUTHORITY OF SOUTHEAST MICHIGAN Purchase Order General Terms and Conditions

These Terms and Conditions shall be deemed accepted once the Vendor receives the Purchase Order or Contract (the “Purchase Order” or the “PO”) and submits an invoice for the services and/or goods described in the Purchase Order. These General Terms and Conditions shall then constitute a valid and enforceable Contract between the Regional Transit Authority of Southeast Michigan and the Vendor.

1. DEFINITIONS

Agency / Authority: The terms Agency and Authority may be used interchangeably to refer to the Regional Transit Authority of Southeast Michigan, also known as the “RTA,” or any of its employees, agents, subcontractors, or other persons or entities for whom the RTA is responsible (as used herein, the RTA’s “Associates”).

Party / Parties: Each Party to this Purchase Order is individually referred to as a “Party” and collectively as the “Parties.”

Purchase Order (PO): The Purchase Order is a formal, legally binding document issued by the RTA to a Vendor, outlining specific products or services, quantities, prices, and agreed-upon terms. It acts as an official offer to purchase, authorizing the order, aiding in budget control, and creating an audit trail for both Parties. RTA Purchase Orders are sequentially numbered, and each individual PO relates only to the products and/or services it describes; each RTA purchase is assigned a separate Purchase Order Number (“PO Number”), which must be referenced in all related communications, including inquiries, reports, and invoices.

Request for Quote: The document describing the formal solicitation of pricing offers from potential vendors for services and/or goods by the RTA. Also referred to as a “Request for Quotation” or “RFQ.”

Vendor: The Vendor is the Party responsible for providing the contracted items or services described in the Purchase Order, or any of its employees, agents, subcontractors, or other persons or entities for whom the Vendor is responsible (as used herein, the Vendor’s “Associates”).



2. GENERAL

- a. The Services and/or Goods provided by the Vendor pursuant to the Purchase Order (the “Services and/or Goods”) are subject to the review, approval, and acceptance by the RTA for completeness and fulfillment of the requirements of the Purchase Order. Neither the RTA’s review, approval, nor payment for any of the amounts listed in the Purchase Order shall be construed to operate as a waiver of any rights under the Purchase Order.
- b. The RTA and the Vendor expressly acknowledge their mutual understanding and agreement that there are no third-party beneficiaries to the Purchase Order and that the Purchase Order shall not be construed to benefit any persons other than the RTA and the Vendor.

3. INDEPENDENT CONTRACTOR

The Vendor is and shall remain an independent contractor and neither the Vendor nor any of its employees, agents, or subcontractors shall be deemed an employee, agent, partner, or joint venturer of the RTA. The Vendor shall have no authority to bind or otherwise obligate the RTA and shall be solely responsible for the supervision, direction, compensation, and conduct of its employees, agents, and subcontractors and for all applicable employment-related taxes, insurance, and obligations.

4. CHANGE TO VENDOR INFORMATION

The Vendor shall inform the RTA within five (5) business days upon any change of address, telephone number, and/or email address, where applicable, and the effective date of such change(s).

5. WARRANTIES

The Vendor makes the following representations and warranties specifically in connection with the Services and/or Goods described by the Purchase Order:

- a. The Services performed and/or Goods delivered shall conform to the requirements, specifications, descriptions, and representations expressly set forth in or incorporated into the Purchase Order, including but not limited to any Vendor pricing quotations, item descriptions, or other such specifications expressly incorporated by reference.



- b. The Vendor has the full and unencumbered rights and powers to provide the Services and/or Goods.
- c. The RTA's use of the Services and/or Goods as provided by the Vendor will not infringe any of the intellectual property rights of any third party or parties.
- d. To the best of the Vendor's knowledge, information, and belief, there are no existing or threatened legal proceedings being brought against the Vendor in respect of the Services and/or Goods, or the Vendor's right to grant others the right to access and use the Services and/or Goods. Should the Vendor become aware of any such conflict, infringement, or violation, or potential conflict, infringement or violation that could materially affect Vendor's ability to provide, or RTA's ability to use, the Goods/Services, the Vendor will notify the RTA immediately.
- e. Any Goods delivered are new (unless otherwise specified), merchantable, free from defects, and fit for their intended purpose where that purpose is known to Vendor.
- f. Any Services provided shall be consistent with applicable industry and/or professional standards.

6. CHANGES

The RTA may, by written amendment to the Purchase Order issued by an authorized representative of the RTA, make changes within the general scope of the Purchase Order, including changes to the Services and/or Goods, quantities, specifications, delivery schedule, or place of delivery or performance. The Vendor shall not make any change affecting the scope, price, quantity, schedule, or other material terms of the Purchase Order without prior written authorization from an authorized representative of the RTA. The Vendor shall not be entitled to any adjustment in price or schedule for work performed without such authorization.

7. AUTHORITY TO MODIFY PURCHASE ORDER

No employee, agent, project manager, or other representative of the RTA is authorized to modify the Purchase Order, authorize additional or different Services and/or Goods, or incur additional costs on behalf of the RTA unless such person has been delegated authority to do so. The Vendor proceeds with any unauthorized change, additional work, or additional expenditure at its own risk and expense.



8. SUBCONTRACTING

None of the Services covered by the Purchase Order may be subcontracted without the prior, written approval of the RTA and any grantor agency, if required.

9. ASSIGNMENT

Vendor shall not assign or transfer the Purchase Order, any interest therein, or any right to payment thereunder without the RTA's prior written approval.

10. DELIVERY; TITLE AND RISK OF LOSS

Unless otherwise specified in the Purchase Order, all Goods shall be delivered F.O.B. Destination to the location specified by the RTA. Title to and risk of loss for Goods shall remain with the Vendor until delivery to and acceptance by the RTA. The Vendor shall be responsible for all packing, handling, transportation, and other costs necessary to deliver the Goods, unless otherwise expressly stated in the Purchase Order. Delivery shall be made in accordance with the schedule specified in the Purchase Order.

11. INSPECTION

All Goods delivered by the Vendor pursuant to the Purchase Order are subject to inspection and testing. In case any Goods are defective in material and/or workmanship, or otherwise fail to meet requirements, the RTA shall have the right to reject or retain and correct such Goods. The Vendor shall reimburse the RTA for any expenses incurred in correcting defects. Rejected Goods will be returned to the Vendor at the Vendor's expense. Inspection and/or acceptance by the RTA does not waive latent defects, fraud, warranty claims, or nonconformities not reasonably discoverable upon inspection.

12. INVOICING

All invoices shall be submitted via email to **rtamichigan@bill.com** and to the responsible RTA Project Manager. Invoices are paid Net 30 via ACH payment, conditioned on receipt of a correct and complete invoice and acceptance by the RTA of the applicable Goods and/or Services.

- a. Invoices submitted against a valid Purchase Order must include the Purchase Order Number, part or item number(s), and/or a description of the Goods and/or Services.
- b. The quantity (for Goods) and/or the amount (for Services) must correlate to the pricing indicated on the Purchase Order.



- c. Invoices should only be submitted after Goods have been shipped or Services have been provided. Invoicing prior to shipment or provision of the Goods and/or Services will result in delay of payment.

13. TAXES

The RTA is exempt from Michigan sales and use taxes and certain other taxes under applicable law. The Vendor shall not charge the RTA any tax from which the RTA is exempt. Upon request, the RTA will provide documentation reasonably necessary to establish an applicable exemption. Unless otherwise expressly stated in the Purchase Order, the Purchase Order price includes all applicable taxes, fees, duties, and charges for which the RTA is not exempt.

14. FEDERALLY-FUNDED PURCHASES

If the Purchase Order is funded in whole or in part with federal financial assistance, the Vendor shall comply with all applicable federal requirements identified in the Purchase Order or in any federal terms, conditions, or contract clauses incorporated into the Purchase Order. Any such federal terms, conditions, or contract clauses are incorporated into and made part of the Purchase Order, and the Vendor shall include applicable requirements in its subcontracts and purchase orders to the extent required by federal law or the terms of the applicable federal financial assistance.

15. COMPLIANCE WITH LAWS

The Vendor shall comply with and shall require its subcontractors and/or sub-suppliers and Associates to comply with all applicable federal, State, and local laws. The Vendor shall require as part of any subcontract that the subcontractor comply with all applicable laws and regulations.

16. COMPLIANCE WITH RTA POLICIES

When performing Services on RTA property or accessing RTA facilities, systems, equipment, or information, the Vendor and its employees, agents, and subcontractors shall comply with applicable RTA safety, security, access, information technology, and other policies and procedures communicated to the Vendor. The Vendor shall promptly report to the RTA any accident, injury, security incident, or other material incident occurring in connection with such performance.

17. CONFIDENTIALITY; PUBLIC RECORDS

The Vendor shall not disclose or use any nonpublic information received from the RTA in connection with the Purchase Order except as necessary to perform its



obligations under the Purchase Order or as required by law. The Vendor acknowledges that the RTA is a public entity and that the Purchase Order and records relating to it may be subject to disclosure under the Michigan Freedom of Information Act or other applicable law. Nothing in the Purchase Order shall require the RTA to withhold from disclosure any record that the RTA determines is subject to disclosure under applicable law.

If the Vendor identifies information submitted to the RTA that the Vendor believes is exempt from disclosure under applicable law, the Vendor shall clearly identify such information at the time of submission and state the basis for the claimed exemption. Any such designation shall not be binding upon the RTA or require the RTA to withhold information where disclosure is required by law.

18. RECORDS; AUDIT AND RETENTION

The Vendor shall maintain complete and accurate books, records, invoices, supporting documentation, and other records relating to the Purchase Order sufficient to substantiate all amounts charged to the RTA and the Vendor's compliance with the Purchase Order. Such records shall be retained for a period of three (3) years following final payment or such longer period as may be required by applicable law or applicable funding requirements. Upon reasonable notice, the RTA and, where applicable, any governmental or grantor agency having jurisdiction shall have access to such records for purposes of audit, inspection, and examination.

19. DATA OWNERSHIP AND DATA BREACH

- a. To the extent the Vendor receives, accesses, collects, creates, maintains, processes, or stores data provided by or on behalf of the RTA, or collected or created specifically for the RTA in connection with the Purchase Order ("RTA Data"), such RTA Data shall be owned by the RTA. RTA Data does not include the Vendor's pre-existing materials, software, tools, methodologies, know-how, or other proprietary information developed independently of the Purchase Order. Except as necessary to perform its obligations under the Purchase Order, the Vendor shall not use, disclose, sell, rent, transfer, copy, or otherwise make available any RTA Data, or permit any third party to do so, without the RTA's prior written consent. Upon completion or termination of the Purchase Order, the Vendor shall, at the RTA's direction, promptly return or securely destroy all RTA Data in its possession or control, except to the extent retention is required by applicable law.



- b. The Vendor shall notify the RTA in writing without undue delay, and in no event later than forty-eight (48) hours after becoming aware of any actual or reasonably suspected unauthorized access to, acquisition, use, disclosure, alteration, loss, or destruction of RTA Data (a “Data Breach”). The Vendor shall provide all information reasonably available concerning the Data Breach, including its nature, timing and duration; the RTA Data and systems affected or potentially affected; the actual or anticipated impact on the RTA; and the actions taken or proposed to contain, investigate, remediate, and mitigate the Data Breach. The Vendor shall promptly provide additional information as it becomes available and reasonably cooperate with the RTA in responding to and mitigating the effects of the Data Breach.

20. USE OF RTA NAME; PUBLICITY

The Vendor shall not use the name, logo, trademarks, or other identifying information of the RTA in advertising, publicity, promotional materials, customer lists, press releases, or other public communications without the RTA’s prior written consent. The Vendor shall not represent or imply that the RTA endorses the Vendor or any of its Services and/or Goods.

21. CONFLICT OF INTEREST

The Vendor covenants that it presently has no interest and shall acquire no interest, direct or indirect, which could conflict in any manner or degree with the performance of the Services under the Purchase Order. The Vendor further covenants that in the performance of the Purchase Order, no person having any such interest shall be employed. The Vendor further covenants that no officer, agent, or employee of the RTA and no other official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Purchase Order has any personal or financial interest, direct or indirect, in the Purchase Order or in the proceeds thereof via corporate entity, partnership, or otherwise. The Vendor also hereby warrants that it will not and has not employed any person to solicit or secure the Purchase Order upon any agreement or arrangement for payment of a commission, percentage, brokerage, contingent fee, other than bona fide employees working solely for the Vendor either directly or indirectly, and that if this warranty is breached, the RTA may, at its option, terminate the Purchase Order without penalty, liability, or obligation, or may, at its election, deduct from any amounts owed to the Vendor hereunder, any amounts of any such commission, percentage, brokerage, or contingent fee.



22. INSURANCE

The Vendor shall maintain, at a minimum and at its expense during the term of the Purchase Order, insurance as specified in the RFQ related to the Purchase Order or other procurement document. If no insurance requirements are specified, Vendor shall maintain the below-identified insurance policies with limits as are customary and appropriate for the nature of the Goods and/or Services being provided and as required by applicable law.

- a. Workers' Compensation Insurance
- b. Commercial General Liability Insurance
- c. Automobile Liability Insurance, when vehicles are used in performance
- d. If during the term of the Purchase Order, changed conditions or other pertinent factors should in the reasonable judgment of the RTA render inadequate the insurance limits, the Vendor will furnish on demand such additional coverage as may be reasonably required under the circumstances. All such insurance shall be effected at the Vendor's expense, under valid and enforceable policies.
- e. All policies shall name the Vendor as the insured. The Vendor shall provide the RTA with notice of cancellation, nonrenewal, or material reduction in coverage to the extent and within the time provided by the applicable policy(ies), and shall promptly notify the RTA upon receiving notice of any such cancellation, nonrenewal, or material reduction in coverage.
- f. The Commercial General Liability insurance policy shall name the "Regional Transit Authority of Southeast Michigan" as an additional insured. Certificates of Insurance evidencing such coverage shall be submitted to the RTA prior to the commencement of performance under the Purchase Order and at least fifteen (15) days prior to the expiration date of expiring policies.

23. INDEMNIFICATION

To the fullest extent permitted by law, the Vendor shall indemnify, defend, and hold harmless the RTA and its departments, officers, employees, and agents against and from any and all third-party claims, demands, actions, liabilities, damages, losses, penalties, judgments, costs, and expenses (including, without limitation, fees and



expenses for attorneys, expert witnesses, and other consultants), to the extent arising out of or resulting from::

- a. Any negligent or wrongful act, error, or omission attributable in whole or in part to the Vendor or any of its employees, agents, subcontractors, or other persons or entities for whom the Vendor is responsible (as used herein, the Vendor's "Associates") in connection with the performance of the Purchase Order.
- b. Any bodily injury, death, or damage to tangible property arising out of or resulting from the Vendor's (including its Associates) performance of the Purchase Order or the Services and/or Goods furnished under the Purchase Order;
- c. Any actual or alleged infringement or misappropriation of any patent, copyright, trademark, trade secret, license agreement, or other intellectual property or proprietary rights arising from the RTA's authorized use of the Services and/or Goods furnished by the Vendor or its Associates under the Purchase Order; or
- d. Any violation of applicable law by the Vendor or its Associates in connection with the performance of the Purchase Order..

24. DEFAULT

The Vendor shall be in default if the Vendor fails to perform any material obligation under the Purchase Order, fails to make satisfactory progress so as to endanger timely performance, becomes insolvent, makes a material misrepresentation, or otherwise materially breaches the Purchase Order.

25. TERMINATION

- a. **For Convenience.** The RTA reserves the right to terminate the Purchase Order in whole or in part, for the convenience of the Authority at its sole discretion upon thirty (30) days' written notice to the Vendor. In such an event, RTA shall pay Vendor for conforming Goods accepted and Services satisfactorily performed through the effective date of termination, together with any reasonable, documented, noncancelable costs expressly approved by RTA,



and Vendor shall not be entitled to anticipated profits or consequential damages arising from the termination.

- b. **For Cause.** The Vendor agrees that the RTA shall have the right to terminate the Purchase Order based upon default by the Vendor, effective immediately upon written notice to the Vendor, if the Vendor breaches any material provision of this Agreement and fails to cure such breach within ten (10) business days after receiving written notice describing the breach in reasonable detail. If the Vendor fails to fully cure the specified breach within the ten (10) business day cure period, the Purchase Order shall automatically terminate at the expiration of such period without further notice or action required by either Party. Notwithstanding the foregoing, no notice or cure period shall be required, and termination shall be effective immediately upon written notice, if the breach is incurable or involves fraud, willful misconduct, gross negligence, or a violation of applicable law.

26. DAMAGES FOR BREACH

The Vendor shall be liable to the RTA for any damages the Authority sustains by virtue of the Vendor's breach of its obligations under the Purchase Order, or reasonable costs and attorneys' fees incurred in enforcing RTA's rights following the Vendor's breach. The RTA may withhold any payment(s) to the Vendor for the purpose of set-off until such time as the exact damages due to the RTA from the Vendor is determined. The Vendor will remain liable for any damages the RTA sustains in excess of set-off. If the Purchase Order is terminated for cause, the RTA may take over the Services, if any, and pursue the same to completion by contract with another party or otherwise, and the Vendor shall be liable to the Authority for any and all costs occasioned by the RTA thereby. Other remedies shall also be available to the RTA. The previous provisions outlined herein shall be in addition to all other legal or equitable remedies permissible.

27. FORCE MAJEURE

Neither Party shall be liable for a delay or failure in performance to the extent caused by an event beyond its reasonable control and not caused by its fault or negligence, provided that the affected party promptly notifies the other party and uses commercially reasonable efforts to mitigate the effects of the event and resume performance. Force majeure shall not include increases in costs, changes in market conditions, labor or material shortages that could reasonably have been anticipated or avoided, or the Vendor's failure to obtain necessary personnel,



supplies, materials, or subcontractors. If a force majeure event materially interferes with the Vendor's performance for a period that, in the RTA's reasonable judgment, adversely affects the RTA's needs, the RTA may terminate the affected portion of the Purchase Order without liability for termination.

28. GOVERNING LAW; VENUE

The Purchase Order shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict-of-laws principles. Any action arising out of or relating to the Purchase Order shall be brought in a court of competent jurisdiction located in the State of Michigan, and the Vendor consents to the jurisdiction and venue of such courts.

29. SEVERABILITY; WAIVER

If any provision of the Purchase Order is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. No waiver by the RTA of any breach or default shall constitute a waiver of any other or subsequent breach or default. No failure or delay by the RTA in exercising any right or remedy shall operate as a waiver of that right or remedy.

30. SURVIVAL

Any provision of the Purchase Order that by its nature is intended to survive completion, expiration, or termination shall survive, including provisions concerning warranties, indemnification, intellectual property, RTA Data, confidentiality, records and audit, payment obligations, and remedies.

31. NOTICES

Any notice required under the Purchase Order shall be in writing and delivered personally, by nationally recognized overnight delivery service, or by electronic mail to the applicable address identified in the Purchase Order or to such other address as a party may designate in writing. Notice shall be effective upon receipt.

32. ACCEPTANCE; ORDER OF PRECEDENCE

Unless the Vendor and the RTA have entered into a separate written contract, signed by authorized representatives of both parties and expressly applicable to the Services and/or Goods covered by the Purchase Order (an "Executed Contract"), in which case the terms and conditions of the Executed Contract shall prevail over these General Terms and Conditions, the Purchase Order, together with these General Terms and Conditions and any documents expressly incorporated therein



by the RTA, constitutes the entire agreement between the parties with respect to the Services and/or Goods covered by the Purchase Order.

The Vendor's acceptance of the Purchase Order, commencement of performance of any Services, shipment or delivery of any Goods, or submission of an invoice constitutes the Vendor's acceptance of the Purchase Order and these General Terms and Conditions. The Vendor's acceptance is expressly limited to the terms of the Purchase Order and these General Terms and Conditions. Any additional or different terms contained in any Vendor quotation, proposal, acknowledgment, invoice, license, user agreement, order form, website, click-through agreement, or other Vendor documentation are expressly rejected and shall not become part of the Purchase Order unless expressly accepted in writing by an authorized representative of the RTA.

In the event of any conflict or inconsistency among the documents comprising the Purchase Order, the following order of precedence shall apply:

- a. any written amendment to the Purchase Order executed by an authorized representative of the RTA;
- b. the Purchase Order and any special terms or conditions stated therein;
- c. these General Terms and Conditions;
- d. any RTA solicitation, specifications, or scope of services expressly incorporated into the Purchase Order; and
- e. any Vendor quotation or proposal expressly incorporated into the Purchase Order, but only to the extent not inconsistent with the foregoing.