



REQUEST FOR PROPOSALS 2026-006

QLINE Electrical Infrastructure Inspection, Tensioning, Repair, and Maintenance

Issue Date:	September 28, 2026
Virtual Bidder Conference:	October 2, 2026, 11:30 AM – 1:00 PM EDT
Proposals Due:	October 16, 2026, by 5:00 PM EDT
Contract Award Announcement:	October 30, 2026

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DESCRIPTION

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

SUBMISSION INSTRUCTIONS

- A **virtual Bidder Conference** will be held on October 2, 2026 11:30 AM – 1:00 PM EDT. Join via ZOOM: <https://us06web.zoom.us/j/84936347538>
- Proposals must be submitted via Bidnet by the deadline indicated above.

- Price-related information must be submitted separately from the technical proposal.
- Late and/or incomplete submissions will not be considered.

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1. Introduction

The Regional Transit Authority of Southeast Michigan (RTA) seeks proposals from qualified electrical traction power and overhead contact system contractors to provide inspection, tensioning, maintenance, repair, and emergency response services for the QLINE Streetcar electrical infrastructure. The QLINE electrical system includes approximately 2.5 miles of overhead catenary infrastructure, four traction power substations, support structures, grounding systems, and associated electrical assets that are critical to safe and reliable streetcar operations.

RTA is seeking a long-term maintenance partner capable of providing specialized streetcar and light rail electrical expertise, proactive asset condition assessments, emergency response services, and reliability-focused maintenance programs to support continuous operations, extend asset life, and reduce service interruptions.

System Description

The QLINE system consists of:

- Four (4) Traction Power Substations (TPSS)
- Approximately 2.523 miles of Overhead Catenary System (OCS) including:
 - The Southbound (SB) corridor is 1.250 miles long, with 0.408 miles of short wire and 0.842 miles of long wire
 - The Northbound (NB) corridor is 1.273 miles long, with 0.308 miles of short wire and 0.965 miles of long wire
- Poles, brackets, span wires, and support infrastructure
- Associated electrical, grounding, and bonding systems

2. Objectives

The objectives of this procurement are to:

- Maintain safe and reliable streetcar operations.
- Proactively identify and mitigate electrical infrastructure risks.
- Reduce service interruptions caused by electrical system failures.

- Extend the useful life of OCS and TPSS assets.
- Establish rapid emergency response capabilities.
- Improve asset condition visibility and maintenance planning.
- Support long-term state-of-good-repair goals.

3. Qualifications

Required Qualifications

- Minimum five (5) years of experience providing electrical infrastructure inspection, maintenance, repair, testing, or construction services involving overhead electrical systems, substations, utility distribution systems, transportation infrastructure, industrial facilities, or comparable assets.
- Demonstrated experience working with the following:
 - Overhead contact systems (OCS)
 - Utility distribution systems
 - Overhead electrical conductors
 - Catenary systems
 - Traction power systems
 - Electrical substations
 - Industrial power distribution systems
 - Wire tensioning and geometry adjustments.
- Experience inspecting and maintaining overhead contact systems, traction power substations, or railway electrification infrastructure, including but not limited to electrical inspections, condition assessments, preventative maintenance, troubleshooting, and repair activities on energized or de-energized electrical infrastructure.
- Demonstrated ability to provide qualified electricians, linemen, electrical technicians, engineers, or other personnel with appropriate experience relevant to the proposed scope of work.
- Ability to provide emergency response services and mobilize qualified personnel for urgent electrical repairs.

- Demonstrated knowledge of applicable OSHA requirements and industry standards governing electrical safety, lockout/tagout, fall protection, and safe work practices.
- Experience preparing inspection reports, deficiency logs, asset condition assessments, maintenance recommendations, and technical documentation.

Preferred Qualifications

- Experience with streetcar, light rail, commuter rail, railroad, trolley, people-mover, or transit electrical systems.
- Experience supporting transportation agencies, public-sector entities, utilities, airports, industrial facilities, or other mission-critical infrastructure environments.
- Familiarity with APTA, AREMA, IEEE, NESC, NFPA 70E, and related industry standards.

4. Scope of Services

The awarded contractor shall provide all labor, supervision, and equipment, and perform electrical infrastructure: Inspection, Tensioning, Repair, and Maintenance.

Work Scheduling and Service Continuity

The awarded contractor shall coordinate all planned work, outages, testing, inspections, and maintenance with RTA and QLINE Operations. Whenever practical, work shall be performed during non-revenue service hours to minimize impacts to streetcar operations unless otherwise approved or directed by RTA. Nothing in this section shall prevent the contractor from taking immediate action necessary to respond to an emergency condition, provided the contractor notifies RTA as soon as practicable.

Access and Traffic Control

While providing the services under this scope, the awarded contractor shall:

- Provide traffic control measures as required
- Coordinate lane closures and permits (if needed)

- Work within urban corridor constraints
- Ensure safety of pedestrians, vehicles, and operations

Task A: Annual Electrical Inspection Program

The awarded contractor shall perform a **comprehensive annual inspection** of the entire electrical system.

A-1 Overhead Catenary System (OCS)

Inspect all 2.523 miles of OCS for:

- **Contact Wire**
 - Wear measurement and remaining life
 - Proper height and stagger
 - Alignment and smoothness of runs
- **Messenger Wire & Droppers**
 - Integrity and tension
 - Broken or loose droppers
- **Insulators**
 - Cracks, contamination, flashover risk
- **Hardware & Fittings**
 - Clamps, bolts, hangers
 - Corrosion or fatigue
- **Special Trackwork Areas**
 - Crossovers, intersections, and curves
 - Section insulators and overlaps

A-2 Support Structures

Inspect all support structures (poles, foundations, brackets, and arms).

- **Poles for:**
 - Structural integrity
 - Corrosion or damage
- **Foundations for:**
 - Settlement or cracking
- **Brackets and arms for:**
 - Alignment and secure attachment

A-3 Tensioning Systems

Inspect and verify:

- Counterweights and movement range
- Pulley operation and alignment
- Cable condition
- Proper tension values relative to temperature

A-4 Traction Power Substations (TPSS)

Inspect all four substations for:

- Visual condition of equipment
- Switchgear, breakers, and disconnects
- Transformer condition (visual)
- Grounding and bonding systems
- Cable terminations and connections
- Signs of overheating, wear, or damage

A-5 Inspection Deliverables

Provide a formal report including:

- Full asset condition assessment
- GPS/location-based deficiency log (if available)

- Severity classification:
 - **Critical:** Immediate safety or service risk
 - **Priority:** Near-term repair required
 - **Routine:** Monitor or schedule
- Photo documentation
- Recommended corrective actions and cost estimates (optional but preferred)

Task B: Seasonal Tensioning Program

The awarded contractor shall perform **biannual tensioning adjustments** to account for temperature changes.

B-1 Tensioning Adjustments

Adjust all OCS tensioning systems across both long and short wire sections:

- **Verify:**
 - Contact wire height
 - Sag and tension
 - Proper geometry throughout alignment
- **Ensure** compliance with system design parameters

B-2 Inspection During Tensioning

While performing adjustments, identify:

- Uneven wear patterns
- Misalignments
- Hardware defects

B-3 Deliverables

- Tension adjustment records
- Certification that system meets required tolerances
- List of issues requiring follow-up

Task C: Repair and Maintenance Services

The awarded contractor shall provide corrective and preventative maintenance services on an as-needed basis.

C-1 Corrective Maintenance

Includes:

- Repair of broken or damaged contact wire
- Replacement of:
 - Droppers
 - Insulators
 - Clamps and hardware
- Realignment of OCS components
- Repair of tensioning assemblies
- Electrical troubleshooting and repair
- Minor TPSS repairs (non-capital)

C-2 Preventive Maintenance

Includes:

- Scheduled tightening of hardware
- Cleaning or adjustment of components
- Minor component replacement before failure

C-3 Emergency Response

The awarded contractor 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. The contractor shall maintain personnel, equipment, and communication capabilities sufficient to respond in accordance with applicable response times below. The awarded contractor must provide 24/7 emergency response capability.

Examples of Emergencies:

- Wire breaks
- Power outages
- Damage to poles or OCS from external impacts

Required Response Times:

- Emergency: **2–4 hours onsite**
- Urgent: **within 24 hours**
- Routine: Scheduled with QLINE

5. Safety Requirements

The awarded contractor shall comply with all applicable federal, State, and local laws, regulations, codes, standards, permits, and safety requirements, including OSHA, MIOSHA, applicable Federal Transit Administration requirements, RTA safety policies, Public Transportation Agency Safety Plan (PTASP) requirements, and site-specific operational procedures. Contractor personnel shall successfully complete any safety orientation or training required by RTA prior to performing work on QLINE property.

The awarded contractor shall maintain a comprehensive safety program, including, as applicable:

- Compliance with OSHA and all applicable safety regulations (see above)
- Implementation of site-specific safety plan(s)
- Conducting job hazard analyses (JHA)
- Providing PPE for all workers
- Ensuring electrical safety and lockout/tagout procedures, fall protection, proper traffic control measures, and protection of passengers, motorists, pedestrians, and adjacent property
- Participating in QLINE safety briefings

6. Quality Assurance and Performance Standards

The awarded contractor shall:

- Ensure all work meets industry and manufacturer standards
- Use approved materials and components

- Minimize repeat defects or failures
- Maintain high system reliability and uptime

7. Documentation and Reporting

The awarded contractor shall provide:

- Inspection reports (annual)
- Tensioning reports (biannual)
- Repair/service work orders
- Emergency response reports
- Monthly activity summary (if requested)

All documentation shall be submitted in electronic format.

The awarded contractor shall promptly notify RTA when inspection findings indicate that a condition may require capital investment, system modernization, major reconstruction, or engineering analysis beyond the scope of services. The awarded contractor may be requested to provide technical recommendations, cost estimates, and supporting documentation to assist RTA with future capital planning efforts; however, implementation of such capital improvements shall be outside the base scope of services unless separately authorized by RTA (*Section 5: Exclusions*).

8. Key Performance Indicators (KPIs)

The awarded contractor may be evaluated on:

- Response time compliance
- Quality of inspection reporting
- Reduction in system failures
- Safety performance (no incidents)
- Completion of scheduled tensioning on time

9. General Requirements

Contractor Point of Contact

The awarded contractor shall designate a primary point of contact and, if requested by RTA, an alternate contact responsible for receiving service requests, emergency notifications, complaints, operational changes, and technical inquiries from RTA. The awarded contractor shall promptly notify RTA of any changes to designated contact personnel or contact information.

Contractor Staffing and Supervision

The awarded contractor 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 licenses, certifications, qualifications, and training required by applicable law, applicable codes and standards, and the related contract. The awarded contractor shall remain responsible for the performance, conduct, and supervision of its employees and subcontractors.

Subcontractor Control

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

Performance of Authorized Work

The awarded contractor shall not perform work beyond the scope authorized by RTA without prior written approval. All work performed under contract shall be authorized by RTA through approved work orders, task authorizations, emergency dispatches, or other approved mechanisms. Work performed without required authorization shall be at the awarded contractor's sole risk and expense unless subsequently approved in writing by RTA.

Owner Access

RTA retains unrestricted access rights consistent with safe operating practices to access, inspect, monitor, and observe all QLINE electrical infrastructure, equipment, facilities, substations, control locations, and other assets associated at any time. The awarded contractor 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 awarded contractor 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 awarded contractor 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.

Coordination with Stakeholders

The awarded contractor shall coordinate work activities with RTA, QLINE Operations, the City of Detroit, utility providers, governmental agencies, contractors, adjacent property owners, and other stakeholders as directed by RTA or as necessary to safely and efficiently perform the work.

Public Agency and Utility Coordination

The awarded contractor shall cooperate with RTA, local governments, utility companies, roadway agencies, and third parties when permits, utility locates, lane restrictions, or operational coordination are required. The awarded contractor shall promptly notify RTA of any condition, conflict, delay, regulatory issue, or third-party action that may affect public safety, system reliability, project schedule, cost, regulatory compliance, or future capital planning.

Equipment and Vehicle Requirements

The awarded contractor shall furnish all labor, supervision, tools, vehicles, 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 awarded contractor shall be properly licensed (where required), inspected, tested, calibrated (where applicable), maintained

in safe operating conditions, and suitable for the work being performed. The awarded contractor shall promptly remove any equipment determined to be unsafe or unfit for use.

Protection of RTA Property

The awarded contractor shall exercise reasonable care to protect RTA facilities, equipment, vehicles, utilities, and other property from damage. The awarded contractor shall promptly notify RTA of any damage and shall repair or replace damaged property at its expense to the extent caused by the awarded contractor or its subcontractors, subject to the contract's indemnification and liability provisions.

Housekeeping

Upon completion of each work activity, the awarded contractor shall remove debris, excess materials, temporary traffic control devices, and equipment, and shall leave the work area in a clean, orderly, and safe condition unless otherwise directed by RTA.

10. Exclusions

Unless specifically authorized in writing by RTA through a separate procurement, contract amendment (change order), or capital project authorization, the following activities are excluded from the Scope of Services:

Major Capital Upgrades

The awarded contractor shall not be responsible for the design, engineering, procurement, or construction of major capital improvements to the electrical infrastructure. Examples include, but are not limited to:

- Installation of new OCS segments or route extensions.
- Addition of new traction power substations.
- Installation of new poles, support structures, or foundations not associated with routine repairs.
- Capacity expansion projects.
- System-wide replacement of OCS components due to end-of-life conditions.
- Modernization projects intended to increase system performance, capacity, or functionality.

Full TPSS Rehabilitation or Transformer Replacement

The anticipated contract is intended to support inspection, preventative maintenance, troubleshooting, and minor corrective repairs. The following are excluded:

- Complete rehabilitation or rebuild of a traction power substation.
- Replacement of transformers, rectifiers, switchgear, or major electrical distribution equipment.
- Replacement of substations due to age, failure, obsolescence, or capacity requirements.
- Engineering studies associated with major substation modernization.
- System-wide replacement of grounding or bonding systems.

The awarded contractor shall identify deficiencies and provide recommendations but shall not be required to perform such work under the base contract.

Large-Scale System Redesign

The awarded contractor shall not be responsible for redesigning any portion of the QLINE electrical infrastructure. Excluded services include:

- OCS system redesign or re-engineering.
- Wire geometry redesign.
- Pole relocation programs.
- Structural redesign of support systems.
- Traction power capacity studies.
- Electrical load flow studies.
- Operational redesign associated with service expansion.
- Design services requiring professional engineering calculations, stamped drawings, or construction documents.

11. Evaluation Criteria

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

The RTA reserves the right to request additional information to amplify, clarify, or support proposals. The RTA also reserves the right, at its discretion, to conduct interviews or site visits with any or all bidders regarding the proposals received in response to this RFP. Failure to participate in an oral presentation, site visit, or interview, if requested by the RTA, may be grounds for rejection of a bidder's proposal.

Prospective contractors will be notified by the RTA of the date and time for any pre-award presentation, site visit, or interview, if requested.

Proposals will be evaluated based on the criteria in the table below, with a total of 100 points possible. Finalists identified based on the scoring by the evaluation committee may be invited for a finalist interview. 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 final determination of the RTA.

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

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

Criteria	Description
Technical Approach & Asset Management	Evaluation of the vendor's understanding of QLINE's OCS, TPSS, tensioning systems, inspections, condition assessments, preventive maintenance, deficiency tracking, reporting, and long-term asset management approach.
Maintenance, Repair & Operational Support Capability	Evaluation of the bidder's ability to perform corrective maintenance, troubleshooting, TPSS support, tensioning activities, outage coordination, traffic control coordination, emergency response (if retained), and overall operational support of a revenue-service transit system.
Staffing, Qualifications & Resources	Evaluation of proposed personnel, qualifications, certifications, supervisory structure, available technical expertise, specialized equipment, vehicles, testing equipment, and overall ability to support the scope of services.
Pricing Proposal	Reasonableness, transparency, and overall value of pricing.

12. Proposal Requirements

All proposals must be submitted via Bidnet no later than **October 16, 2026 at 5:00 pm EDT**. The RTA will not accept any proposals submitted after that deadline. The RTA will not extend the submission deadline due to technical issues or outages. The RTA recommends that bidders submit their proposals at least one business day prior to the deadline.

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

To be considered for this opportunity, all proposals must be submitted via BidNet by the deadline as stated above, and must include:

- An organizational overview, including account leads assigned to the RTA account; qualifications and certifications; and resumes of key personnel.
- Separate technical proposals from cost proposals
- All required forms completed and signed – see Appendix A

Cost Proposals

RTA intends to award a contract that includes both recurring inspection and preventive maintenance services and 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 annual inspections, seasonal tensioning activities, and reporting requirements, shall be proposed on a fixed-price basis. Corrective maintenance, troubleshooting, repair services, equipment use, and other services authorized by RTA outside the recurring inspection program shall be compensated at the awarded contractor's proposed labor, equipment, and material rates.

RTA does not guarantee any minimum volume of repair, maintenance, or emergency response work. Work beyond the recurring inspection program will be performed only upon authorization by RTA. Proposed pricing shall include all direct and indirect costs necessary to perform the services described in this RFP, including labor, supervision, tools, equipment, overhead, profit, travel, and administrative expenses.

PRICING SCHEDULES ON THE NEXT PAGE

Pricing Schedule A: Fixed-Price Recurring Services

Service	Year 1	Year 2	Year 3	Total
Annual OSC Inspection Program	\$	\$	\$	\$
Annual TPSS Inspection Program	\$	\$	\$	\$
Annual Asset Condition Report	\$	\$	\$	\$
Seasonal Tensioning	\$	\$	\$	\$
Other	\$	\$	\$	\$
Total Annual Fixed Fee	\$	\$	\$	\$

These rates are subject to CPI-U adjustments annually, not to exceed five percent (5%) per year.

Pricing Schedule B: Labor Rates

Service	Straight Time	Overtime	Double Time/Holiday
Project Manager / Supervisor	\$	\$	\$
Journeyman Electrician	\$	\$	\$
Lineman / OSC Technician	\$	\$	\$
Electrical Technician	\$	\$	\$
Electrical Engineer	\$	\$	\$
Other	\$	\$	\$

Rates shall include labor, supervision, overhead, profit, and ordinary hand tools.

These rates are subject to CPI-U adjustments annually, not to exceed 5% per year.

Pricing Schedule C: Equipment Rates

Equipment	Hourly Rate	Daily Rate
Bucket Truck	\$	\$
Service Truck	\$	\$
Crane / Digger Truck	\$	\$
Traffic Control Package	\$	\$
Generator	\$	\$
Specialized Testing Equipment	\$	\$
Other	\$	\$

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.

13. Insurance Requirements

The awarded contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of the anticipated contract. All policies will contain an endorsement providing that written notice be given to RTA at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Commercial General Liability Insurance policy will include RTA as an additional insured with respect to liability arising out of the performance of the contract. Such additional insured shall be covered to the full limits of liability purchased by the awarded contractor, even if those limits of liability are in excess of those required by the contract. The awarded contractor agrees that the insurance hereunder will be primary, and that any insurance carried by RTA will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as specified in Section 13 of the [RTA's Master Services Agreement](#).

ADDITIONAL INSURANCE REQUIREMENTS: All policies shall include, or be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of RTA, for losses arising from work performed by or on behalf of the Contractor.
2. The insurance afforded the Contractor shall be primary insurance and that any insurance carried by RTA and its agents, officials or employees shall be excess and not contributory.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of the contract.

NOTICE OF COVERAGE MODIFICATIONS: Any changes material to compliance with the contract in the insurance policies above shall require (30) days written notice to RTA. Such notice shall be sent directly to the Procurement and Contracts Manager.

ACCEPTABILITY OF INSURERS: Contractors insurance shall have an “A.M. Best” rating of not less than A-VII. RTA in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

VERIFICATION OF COVERAGE: Contractor shall furnish RTA QLINE with certificates of insurance (ACORD form or equivalent approved by RTA) as required by the contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by RTA before work commences. Each insurance policy required by the contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by the contract, or to provide evidence of renewal upon RTA’s request, is a material breach of contract.

All certificates required by the contract shall be sent directly to the Procurement and Contracts Manager.

A contract description shall be noted on the certificate of insurance. RTA reserves the right to require complete copies of all insurance policies required by the contract at any time.

SUBCONTRACTORS: Contractor’s certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to RTA separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

CONFIDENTIAL MATERIAL: The Contractor will make all claim reports and files available to legal counsel selected by RTA for the defense of lawsuits. All claim reports and files relating to RTA will be kept strictly confidential and will not be released except at the direction of a court or RTA’s Executive Director.

14. 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.

15. Applicable Federal Clauses

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

15.1 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.

15.2 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.

15.3 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.

15.4 CIVIL RIGHTS LAWS AND REGULATIONS

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

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

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

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion,

national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.

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

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

15.5 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.

15.6 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.”

15.7 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.”

15.8 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.

15.9 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).

15.10 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).

15.11 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.

15.12 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.

15.13 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.

15.14 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.

15.15 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.

15.16 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.

15.17 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.

15.18 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.

16. Required Forms

The following forms must be completed and submitted with the bidder's technical proposal. All forms are included with this solicitation package in Appendix A.

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

APPENDIX A – Required Forms