# CITY OF DETROIT OFFICE OF CONTRACTING AND PROCUREMENT REQUEST FOR QUOTE

# RFQ NO. 185909 DDOT OPERATOR UNIFORMS

EVENT / ACTIVITY	DUE DATE / TIME		
ADVERTISEMENT DATE	7/10/2025		
QUESTIONS DUE	7/15/2025 on or before 12:00 PM EST		
	All questions must be submitted online in the		
	Supplier Portal		
PRE-BID CONFERENCE	N/A		
ANSWERS DISTRIBUTED	ASAP		
<b>QUOTES DUE DATE *</b>	7/18/2025 @ 4:00 PM EST In the Supplier Portal as specified in this RFQ.		

#### Buyer: LOLA CLARK

\* Respondents must <u>register</u> in Oracle to download bid documents and submit bids. The City cannot guarantee the accuracy of any bid documents obtained from outside of Oracle, and bids submitted outside of Oracle will not be accepted. Detailed resources about registering and bidding, including video tutorials and live, virtual office hours, are available at www.detroitmi.gov/suppliersupport.

Questions about the specifics of this RFQ must be asked within the <u>Oracle</u> Messages interface for the bid on or before the date and time indicated above. Questions asked via phone, email, and/or other means will not be answered.

Quotes must be uploaded in

## 1. PROJECT REQUEST

The City of Detroit Office of Contracting and Procurement (OCP) requests for quotes from qualified Respondents to render certain technical or professional services ("Services") as set forth in this RFQ to provide Transportation Equipment Operators (TEO's) uniforms for a term of 2 years.

#### 2. <u>BACKGROUND/DESCRIPTION OF ENVIRONMENT</u>

It is the responsibility of the Bidder to review General Conditions. In your quotation a distinction between dollars and cents must be made. Also, illegible bids may be grounds for rejection of your bid. All changes made to the bid form altering, price, terms, quote and/or conditions. MUST be crossed out and initialed. Failure to initial any changes will be grounds for rejection of your bid. CORRECTION FLUID IS NOT ACCEPTABLE.

The City of Detroit Department of Transportation (DDOT) has a mission to provide public transit services that are reliable, clean, customer-focused, safe and secure.

The City of Detroit, Department of Transportation (DDOT) operates approximately 292 buses across the Metro Detroit area. It is the largest public transit provider in Michigan that serves the city of Detroit, surrounding suburbs, and neighboring cities, including Highland Park and Hamtramck. DDOT prides itself on providing reliable, clean, safe, and efficient service to an average of 85,000 riders daily. It is a 24-hour, 7 day a week operation wherein Vehicle Maintenance is heavily involved. DDOT maintenance has diesel, hybrid, and hydrogen buses as part of the revenue fleet. Currently there is a goal of having 650 Transit Equipment Operator's (TEO's) on staff. All TEO's are required to have uniforms to perform their daily duties.

### **ERRORS, OMISSIONS & DEVIATIONS**

The Vendor shall not deviate from this specification unless written permission is first obtained from The Manager of the Office of Contracting and Procurement (OCP). The Vendor shall explicitly identify any proposed deviations from this specification in their submitted bid package. The Vendor should not take advantage of any errors or omissions in this specification. DDOT's, Manager of the Office of Contracting and Procurement (OCP) will address errors and/or omissions when identified to the Department.

#### 3. AWARD CLAUSE INCLUDING RENEWAL OPTIONS

If a contract is awarded as a result of this RFQ, it will be a City of Detroit <u>Professional Services</u> <u>Contract</u> (Attachment E). The term of the contract will be for two (2) years. Any renewal option exercised under this contract is effective only after the approval of the Detroit City Council and signed by the Chief Procurement Officer. The City anticipates one award as a result of the RFQ.

#### 4. STATEMENT OF WORK

The vendor will provide uniforms for the Detroit Department of Transportation Operations employees. The vendor must provide uniforms that have been approved by the department for use by operations employees and will not sell or alter unauthorized apparel to employees without the expressed permission of the Director. The vendor will provide approved uniforms for the following Detroit Department of Transportation Operations employees in the following job classifications:

- 1. Transportation Equipment Operators (TEO)
- 2. Road Supervisors (SSI) (Supervisory)
- 3. TEO Instructors (Supervisory)
- 4. Station Masters (TTS) (Supervisory)

#### Deliverables

The department has selected various supplier manufacturers whose products meet the acceptable standards of quality and performance for our employee uniforms. The vendor shall provide uniforms from the following brands listed or provide an equal or better substitution along with their bid submission. If substitutions are provided for certain items, these must be approved by DDOT and the Office of Contracting & Procurement. The following brand items are:

- Edwards
- Flying Cross
- Liberty
- A+ Apparel

Vendors will supply the uniforms for all operational employees in the following line-item categories:

- Shirts long sleeved and short sleeved (All season wear)
  - Transportation Equipment Operators Light Blue or White
  - Supervisory Light Blue or White
- **Pants** (All Season summer and winter blends)
  - Transportation Equipment Operators Navy Blue Trousers (Only)
  - Supervisory Grey Trousers
- Sweater (All Season wear) Navy Blue
  - All job classifications
- Shorts Cargo (Summer Wear)
  - Transportation Equipment Operators (Only) Color Navy
- **Skirts** (All season wear)
  - o Transportation Equipment Operators Navy
  - Supervisory Grey
- Skorts (Summer wear)
  - Transportation Equipment Operators Navy
  - Supervisory Grey

- Hats Navy Blue
  - 1. Baseball cap Summer and Winter
  - 2. Garrison Hat TEO
  - 3. Skull Cap
  - 4. Beret Cap
  - 5. Trooper Hat
    - o Transportation Equipment Operators with patch descriptors
    - Supervisory with patch descriptors
- Winter Coat/ Jacket Navy Blue
  - Transportation Equipment Operators
  - Supervisory
- Tie Navy Blue
  - Full length Clip-on

Crossover

Mini Ascot

- o Transportation Equipment Operators
- Supervisory
- Belt Black

Leather Garrison

- Transportation Equipment Operators
- o Supervisory
- Shoes and Boots Black or Navy Blue Solid in color, shine able with no logos. Shoes with soles over one-half or heels over one inch.

o All job classifications

Department approved optional gear allowed to be purchased by all job classifications are as follows:

- Turtleneck
- Mock T
- Pull over cardigan
- V-neck jersey pullover
- Polo Shirt (TEO Light Blue Only; Summer wear)

#### Shirts

Long sleeved and short sleeved Edwards Navigator shirts. Shirts are blue or white in color. All tailored shirts must have appellate on the shoulders.



#### **Product Details**

- Edwards Long Sleeve Navigator Shirt
- Product Specs
- 65% Polyester/ 35% Cotton
- Easy care, moisture wicking, wrinkle resistant
- Creaseless front with pointed pocket flaps

#### Trousers

Navy blue or grey slacks for employees in all classifications should be provided with the Edwards trousers. The Edwards Men's Polyester Trousers offer a flat front design with a classic fit for comfort and durability. These uniform pants feature a rubberized waistband to keep your shirt tucked in and can be industrial or machine washed.



# **Product Specifications**

- 100% polyester construction
- Flat front, classic fit provides comfort and durability
- Rubberized waistband holds shirt in place
- Double hook/eye closure and brass zipper
- Two front and back pockets
- Wide belt loops

# Liberty Uniform Man's Trousers (Midnight Navy) | LIB-600MNV



#### **Product Details**

Crafted from high-quality 100% polyester twill fabric, these trousers are both durable and comfortable. The fabric is easy to care for, and it resists wrinkles, stains, and fading. The classic cut features a straight leg, and a flattering fit that sits comfortably at the natural waistline.

These trousers are designed with functional features, including a zip fly with a button closure, two front pockets, and two back pockets with button closures. Belt loops are also included, allowing for the addition of a duty belt or other accessories.

The LIB-600MNV is designed specifically for men, with a roomier fit in the hips and thighs for added comfort and mobility. The Midnight Navy color is sleek and professional, making it the perfect choice for any uniform and professional, making it the perfect choice for any uniform Features

#### **Product Specifications**

- Quarter-top pocket styling
- Reece style rear pockets, button & tab on left side
- Snugtex waistband
- Ban Rol to prevent waistband rollover
- Heavy-duty industrial strength pocketing
- Heavy-duty brass zipper
- Bartack at all points of stress
- Topstitched waistband to secure inside curtain

- 2" waistband (holds 1-3/4" garrison belt)
- 3/4" wide-lined uniform belt loops
- Set-in belt loops
- LibertyGuard stain release finish
- Fabrics
- 100% Dacron polyester
- Fine line twill
- 6.8 oz./sq. yd.
- 11.5 ozs./linear yd.

#### Flying Cross Men's Justice Poly/Wool Class A Uniform Pants



#### **Product Details**

The Flying Cross Men's Justice Poly/Wool Class A Uniform Pants offer a premium look and feel. They are made with a unique blend of 75% polyester and 25% wool for comfort and durability. These pants feature a Freedom Flex waistband, Tru-Grip rubberized strips, and a machinewashable design with silicone creases for easy maintenance, providing a professional appearance and long-lasting wear.

#### **Product Specifications**

- Uniform Class A
- Material: 75% Polyester / 25% No-Scratch Wool
- Superior color retention wash-after-wash and silicone creases that require no ironing
- 4 Pockets including:
  - Quarter top pockets
  - Rear welt pockets with button loop closure
- Closure: Crushproof hook and eye closure with functional French fly
- Belt Loops: 7 interlined belt loops measuring <sup>3</sup>/<sub>4</sub>"wide, suitable for tactical belts
- Waistband: Concealed Freedom Flex waistband with Tru-Grip rubberized strips to prevent shirts from coming untucked
- Firm bar tacking at stress areas for longevity
- Natural stretch fabric for added comfort

#### Winter Jacket



#### **Product Details**

This industry standard nylon duty jacket provides a professional appearance that is complimented by pleated front pockets and a heavy-duty zipper.

#### **Product Specifications**

- Fabric: 100% water resistant nylon
- Los Angeles Police Department Approved
- Treated with Aquatact for superior water resistance
- 3 inside pockets
- ThermoGuard insulated liner
- Removable faux fur collar
- badge tab
- Machine washable

#### Sweater

Dark Navy Cobmex Unisex Crew Neck Zip Front Cardigan with Seed Stitch Placket & Pockets, Reinforced Elbows, Ribbed Waistband & Cuffs



#### **Product Details**

The Cobmex Unisex Crew Neck Zip Front Cardigan offers a sleek, practical design with a zip closure for easy layering. Crafted from 100% Durapil<sup>™</sup> Acrylic, it ensures lasting performance and comfort. Reinforced elbows enhance durability, making it a reliable choice for demanding environments. Trusted by dispatchers, EMTs, and public safety teams, this cardigan combines professionalism with functionality

#### **Product Specifications**

- 100% Durapil<sup>TM</sup> Acrylic
- Pill-resistant fabric
- Jersey knit
- Gauge: 7gg
- Classic cardigan style

- Seed stitch plack and pockets
- Reinforced elbows
- Ribbed waistband and cuffs

#### Dark Navy Liberty Uniform Men's Traditional Sweater



#### **Product Details**

Liberty Uniform Men's Traditional Military/Police Sweater

# **Product Specifications**

- 100% low pill acrylic 2x2 rib knit.
- Patches on shoulders and sleeves are 65% polyester,
- 35% cotton
- V neck pullover
- Shoulder patches
- Sleeve patches
- Badge patch with sewn-in eyelets
- Epaulets



#### **Product Details**

The Cobmex Unisex V-Neck Vest is crafted from 100% Durapil Ultra<sup>™</sup> Acrylic, ensuring durability and long-lasting wear. Its versatile design allows for easy layering, making it a practical choice for various environments. With a classic tailored fit and heavyweight knit, this vest maintains a professional appearance. Trusted by dispatchers, EMTs, and public transit workers, it's an essential piece for public safety professionals.

#### **Product Specifications**

- 100% Durapil Ultra<sup>TM</sup> Acrylic
- Pill-resistant fabric
- Gauge: 7gg
- Jersey knit
- Military style
- Classic style with heavyweight knit

#### **Thorogood Poromeric Academy Oxford**



#### **Product Specifications**

- Upper Material: Smooth Poromeric Hi-Gloss patent leather for a polished finish
- Lining Material: Comfort weave lining for breathability
- Toe Protection: Soft toe design for a sleek, professional look
- Insole: EVA with Poron heel pad for added cushioning
- Midsole: Rubber for enhanced durability
- Classic oxford style with a high polish finish for formal occasions
- Construction: Cement construction for lightweight durability
- Footbed: Removable EVA footbed with polyurethane heel pad for added comfort
- Shank: Composite shank provides arch support
- Sole Type: Oil- and slip-resistant Vibram EVA outsole ensures stability and safety
- Closure Type: Lace-up closure for an adjustable and secure fit
- Waterproofing: Not waterproof; designed for indoor or dry weather use
- Cement construction for lightweight yet sturdy performance
- High-gloss Poromeric finish resists scuffs and scratches
- Non-marking outsole protects polished floors
- Removable EVA footbed for customizable comfort
- Poron heel pad for shock absorption
- Lightweight design reduces fatigue during extended wear

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Ties



#### Tact Squad Women's Polyester Cross Over Tie

Keep a sharp, professional appearance with the Tact Squad Women's Polyester Cross Over Tie. This crossover tie features 100% polyester construction and is a one-size-fit-all.

#### **Product Specifications**

- 100% textured polyester
- Fabric covered center snap
- One size fit all
- TIEC





Present a sharp, professional appearance with the Tact Squad Men's Polyester Clip-on Tie. This tie features an embroidered button notch at the small end, has a 3-inch width, and is available in various lengths

#### **Product Specifications**

- 100% textured polyester, 3" wide
- Embroidered button notch on small end
- Available in 16-, 18-, 20- and 22-inch lengths

• Mfg. Number: TIE18

#### **DDOT Patch**



The Department of Transportation patch with displayed logo will be affixed to every garment, hat, and tie sold. The patch will be shown on the outer right sleeve of all shirts, sweaters, jackets and coats.

The patch will be sown on the right front upper chest below the crest of the right shoulder of all sweaters, vests, and on the right collar of the turtleneck and mock-T.

The patch will be sown on the upper hip just below the waistline on the women's skirt and skorts and on the lower right pocket on the cargo shorts (summer wear).

Patches must be sown on the center of all head gear, baseball caps, garrison hat, beret, and skull caps.

Patches can be sold separately to badged operators and supervisory personnel who may require alteration services after the purchase of the approved uniform.

#### Pricing

Failure to complete the price sheet and submit it along with your bid shall result in your bid being deemed non-responsive and rejected without any further evaluation. MUST BID ON ALL ITEMS AND SUBMIT THE PRICE SHEET WITH BID.

**PRICING:** The price bid shall be all inclusive which means that all related expenses, including labor, travel, mileage, deliverables, tools, materials, equipment, supplies, etc. shall be factored

into the unit prices. Travel, including airfare, hotel, meals, and any other related accommodations are the Contractors responsibility and will not be reimbursed, or paid for by the City of Detroit.

Please only quote on the items requested in the RFQ. Any Quantities provided are not to be considered guaranteed.

#### 5. **OPERATIONAL INFORMATION**

Awarded Contractor(s) will work closely with City agency staff.

The Respondent is expected to provide service in accordance with the terms of the executed contract and under the rules, regulations, and supervision of the City.

Divisions within DDOT, Vehicle Maintenance Training Staff, along with the QAR Office, will work with the Vendor to schedule trainings within the contract as needed.

#### 6. MINIMUM QUALIFICATIONS

- Vendor must possess and show demonstrated work with at least three (3) other projects where similar services have been provided within the last five (5) years to other public and private entities.
- The qualified vendor cannot have any pending or current business-related lawsuits. Business-related lawsuits occurring in the previous five (5) years that may materially affect the ability to provide the services described in this RFP must be disclosed with an explanation for review.
- The qualified candidate must not be currently involved in litigation with the City of Detroit nor involved in litigation with the City of Detroit during the last five (5) years.
- The qualified candidate must not have any outstanding regulatory issues nor have had any regulatory issues during the last five (5) years that may materially affect its ability to provide the services described herein. The qualified candidate may provide information on any outstanding regulatory issues with an explanation for review.
- The qualified candidate will provide three (3) current public transit references and three (3) former client references for which the same, or similar services have been provided.

#### 7. <u>OPERATIONAL INFORMATION</u>

Awarded Contractor(s) will work closely with City agency staff.

The Respondent is expected to provide service in accordance with the terms of the executed contract and under the rules, regulations, and supervision of the City.

#### 8. TECHNICAL INFORMATION

The City of Detroit is committed to centralizing and warehousing data for the purpose of improving service delivery and enabling cross departmental analytics. For this reason, we expect Contractors, contractual relationships, and resulting software platforms to enable data access, data interoperability, warehousing of resulting data, and adherence to City data standards.

#### Specifically, the City minimally requires:

- Access to any data via APIs in a machine-readable format.
- Full documentation of APIs (including field names and objects) and the database schema used by the application.
- Ability for City to push data as needed to these software systems to update base datasets.
- Any location-based data or platform utilizes the City's Base Units geocoder, Base Units Database, and/or address data standards as applicable. For more information see: https://base-units-detroitmi.hub.arcgis.com/pages/about-base-units
- The ability for the City to use and govern this data as it deems necessary-- centralizing it, porting it into other systems, and using it for additional and future organizational needs.

### The City prefers:

- System or platform has the capacity to store field-level metadata and display it in the user interface when appropriate
- API is able to provide data in a JSON format.
- Data system or data exports integrate easily with ESRI products including feature services.
- Systems or platforms that support data exchanges (pushes and pulls) that can happen dynamically.

Vendors shall submit with the bid package adequate technical data covering the materials, such

that DDOT can determine whether the material meets all of the requirements of this

specification.

Specifications, Change of Specification, and Errors or Omission. Specifications which refer to brand names are given for reference. Respondents may quote on equivalent articles, provided that brand name and catalog number(s) and any deviations are noted on the bid form and complete descriptive literature is furnished. Exceptions will state "Do Not Substitute." The decision of the City shall be final.

### 9. QUESTION DEADLINE

All questions regarding the RFQ shall be submitted through the Supplier Portal no later than the time and date specified on the Cover Page. In the interest of transparency, only written questions will be accepted. Answers to questions will be posted within the Supplier Portal. The City of Detroit does not guarantee a response to questions not submitted after the question deadline.

Should a Respondent be in doubt as to the true meaning of any portion of this RFQ or find any patent ambiguity, inconsistency, or omission herein, the Respondent must make a written request for an official interpretation or correction in accordance with the instructions for submitting questions as specified in this RFQ.

Respondents are advised that no oral interpretation, information or instruction by an officer or employee of the City of Detroit shall be binding upon the City of Detroit.

Respondents requesting changes to the RFQs terms and conditions, specifications, quantities, etc.; or if clarifications are needed, must make the request in writing by the stated bid submission deadline.

#### 10. <u>REJECTIONS, MODIFICATIONS, CANCELLATIONS</u>

The City of Detroit expressly reserves the right to:

- 1) accept or reject, in whole or in part, any and all quotes received;
- 2) waive any non-conformity;
- 3) re-advertise for quotes;
- 4) withhold the award for any reason the City determines;
- 5) cancel and/or postpone the request for quotes, in part or in its entirety, and/or,
- 6) take any other appropriate action that is in the best interest of the City.

This RFQ does not commit the City of Detroit to award a contract, to pay any cost incurred in the preparation of a quotes under this request, or to procure or contract for services.

#### 11. PROTESTS

Protests can be filed with the Office of Procurement. Interested parties aggrieved by a solicitation or the award of any resulting contract, may file written notice of protest to the following:

#### City of Detroit Chief Procurement Officer 2 Woodward Avenue, Suite 1008 Detroit, MI 48226 "Procurement Protest"

At a minimum, such protests shall include:

1) name of protestor.

- 2) solicitation/contract number and description; and
- 3) statement of grounds for protest (reference specific text in the solicitation, bid or contract document that is at issue).

The decision of the Chief Procurement Officer and/or the Department Director are final and is not subject to appeal.

#### 12. BID BOND, PAYMENT & PERFORMANCE BOND (Construction)

The successful respondent(s) must furnish a bid bond of 5% of the bid amount and payment and performance bond in the amount of 25% or 100% of the contract value specified in the contract guaranteeing the contract will be accepted if tendered an award. See <u>Attached Bond Form(s)</u> for requirements.

#### 13. INVOICES

Vendors must be registered in City of Detroit Vendor Portal and be a registered vendor with the City of Detroit to submit invoices and receive payments. Go to <u>http://www.detroitmi.gov/Supplier</u> to register.

# AUTHORIZATION TO COMMENCE WORK OR SHIP GOODS – READ CAREFULLY!!!

Contractors may begin work or ship goods upon receipt of the required authorization, which is the CPA (Contract Purchase Agreement), in addition to SPO (Standard Purchase Order), from Procurement.

The CPA (City Council Approved and Awarded Contract Purchase Agreement) alone is NOT authorization to begin work! NO letter of Intent, or Letter to Commence Work will be issued. \*\*Work commencing without issuance of the SPO is subject to Payment Delays and/or Non-Payment! \*\*

#### **Required vendor steps to invoice:**

- 1) Invoices should NOT be uploaded until the Contractor receives confirmation of review and approval from the City of Detroit.
- 2) Vendors should submit their invoices via City of Detroit Vendor Portal. Portal invoice amount and creation date must match the date on attached invoice. Please follow the below invoice requirements:

#### Invoice <u>MUST</u> contain or have as attachment:

- Vendor Name and address on Invoice
- Contact Info on Invoice (Accounts Receivable contact with phone and email)
- Remittance information (MUST be included, or the invoice is subject to rejection
- City of Detroit contact (person who authorized work to commence)
- Invoice Date
- Date of service/delivery
- Contract number
- Purchase order number
- Total Invoice amount

#### Other invoice requirements:

- Invoice <u>must</u> be billed based on Purchase Order rates
- Total invoice amount must tie to the total supporting documents
- Supporting documentation must be attached to the invoice in the portal

Terms are standard NET 30 Days, unless otherwise negotiated, and start from the invoice receipt date, provided that the invoice is submitted timely to our AP department with the necessary supporting documentation.

If you need assistance, please contact the Office of Departmental Financial Services (ODFS) 313-410-7804.

### 14. PREVIOUS EXPERIENCE

The City's experience with the bidder on previous contracts will be considered in determining the award.

#### 15. MISCELLANEOUS

It shall be the responsibility of the Respondent to thoroughly familiarize themselves with the provisions of these specifications. After executing the contract, no consideration will be given to any claim of misunderstanding.

The Respondent agrees to abide by the rules and regulations as prescribed herein by the City as the same now exists or may hereafter from time to time be changed in writing.

Contractors are encouraged to contract with small and minority businesses, women's business enterprises, labor surplus area firms and Detroit businesses. The City strongly encourages the hiring of Detroit residents whenever possible by contacting Detroit At Work for your hiring needs. Visit the Detroit At Work website at <u>www.detroitatwork.com</u> for specific contact information regarding these opportunities.

# 16. GENERAL CONDITIONS:

It is the responsibility of the Bidder to review General Conditions located on the City of Detroit's website.

### 1. GENERAL CONDITIONS

It is the responsibility of the Bidder to review General Conditions. In your quotation a distinction between dollars and cents must be made. Also, illegible bids may be grounds for rejection of your bid. All changes made to the bid form altering, price, terms, quote and/or conditions. MUST be crossed out and initialed. Failure to initial any changes will be grounds for rejection of your bid. CORRECTION FLUID IS NOT ACCEPTABLE.

# 2. LOCAL PREFERENCE CONDITIONS

It is the responsibility of the Bidder to review the Local Preference Conditions attached to this bid and comply with all requirements therein.

### 3. MINOR DEVIATIONS

Specifications referred to herein are used to indicate desired type, and/or construction, and/or operation. Other products and/or services may be may be offered if deviations from specifications are minor and if all deviations are properly outlined and stated in the bid document. Failure to outline all deviations will be grounds for rejection of your bid.

The decision of the City of Detroit, acting through the Chief Procurement Officer, shall be final as to what constitutes acceptable deviations from specifications.

### 4. RENEWAL

The proposed agreement may be renewed per contract terms. Both parties must agree to an extension under the same terms and conditions as exist in the then current contract.

# 5. AWARD

One award of contract will be made on a low total net bid based on the estimated quantities shown. Bidders shall quote on all items, leave no blanks and state "No Charge" where applicable. Blank spaces are no offer. The City of Detroit reserves

the right to delete any item(s) from the award. All awards are subject to Ordinance No. 15-00.

#### 5.01 **STANDBY AWARD**

The City of Detroit reserves the right to make an award to the second low bidder, on a standby basis. This vendor will be used in the event the successful bidder cannot furnish the quantities and /or services needed in accordance with the delivery requirements of the City of Detroit.

All awards are subject to Ordinance No. 15-00.

# 6. TERMINATION OF CONTRACT

At any time during the contract the City may terminate the agreement for reason of poor or deficient work performance, inability of the Contractor to reason of poor or deficient work performance, inability of the Contractor to supply trained competent technicians, or lack of service as described in this agreement by giving a 10-calendar day notice in writing. EITHER party may terminate the agreement by giving a 30-calendar day written notice to terminate.

# 7. TERMINATION OF CONTRACT

The City reserves the absolute right to terminate this contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Vendor.

### 8. SPECIFICATION CHECK

We have read the specifications thoroughly and we:

- Are able to meet specifications without deviation.
- ( ) All deviations are properly outlined on an attached sheet marked for identification.

SIGNED:		 
TITLE:	 	 

# 9. PRICE

(

(If you do not check one of the following, your bid will be considered FIRM).

() A. Contract prices are not subject to increase, but will be subject to reduction.

> (This will be considered only in cases of identical prices offered). Clause A applies to Item(s) No.

- B. Contract prices are FIRM for the entire contract period. ( )
- Clause B applies to Item(s) No. \_\_\_\_\_\_ C. Contract prices are firm for \_\_\_\_\_ months after \_\_\_\_\_ and are ()then

subject to adjustment with a maximum increase of \_\_\_\_% for the balance of the one-year contract. Clause C applies to Item(s) No.

Percentage figure must be shown to obtain consideration under Paragraph C above. For evaluation purposes, the percentage shown will be added to your price for the corresponding period of the one year contract.

The City of Detroit reserves the right to cancel the balance of any contract if any proposed increase (in writing) is considered unacceptable.

# **10. QUOTING ON**

### 10.01 Quoting On

#### **11. LITERATURE**

Descriptive literature showing the unit's dimensions and features must be included. If

the size, capacity, or features of the unit, or any of its components are not clearly defined in the printed literature submitted with the Bid, the Bidder shall furnish supportive data in sufficient detail so that the unit may be checked for conformity to the specifications.

If any of the features or dimensions of the unit the Bidder proposes to furnish do not meet the specified requirements, the Bidder shall indicate such deviations n the space provided on the Bid Form. Failure to provide this information may result in rejection of your bid.

# **12. SAMPLES**

Bidders offering other than the referenced brand(s) **must submit, with their bid**, and at no cost to the City of Detroit, three samples of the item(s) quoted. Failure to submit samples with bid may be grounds for rejection. **Samples shall be properly marked with vendor's name and item numbers.** Submitted samples WILL become the property of the City of Detroit, and will not be returned unless otherwise specified.

#### **13. SHIPMENT**

The Contractor will be expected to make reasonably prompt deliveries consistent with quantities ordered. Should an emergency arise for items, which are not available, The City of Detroit reserves the right to secure sufficient quantities from others to meet its immediate needs without prejudice of the proposed contract. If, however, in the sole opinion of the Finance Department, Office of Contracting and Procurement, the contractor fails to render reasonably prompt delivery service, the City of Detroit may terminate the contract forthwith and no damages will accrue.

The City of Detroit wherein referred to shall mean the City of Detroit, acting through the Chief Procurement Officer.

It is understood that these supplies will be required in various shipments from time to time. Shipments will be made within \_\_\_\_\_\_ days from each notice to ship. The City of Detroit reserves the right to reject low bids offering unsatisfactory shipment terms.

### **14. OPTIONAL ITEMS**

The following items are to be offered as optional items, not to be included in the total bid price. The City of Detroit shall have the option of adding desired quantities of these items to the purchase order. The bidder shall list the model number and price for each listed item. In the event a single device is capable of satisfying two (2) or more features required, the bidder shall so state, giving details.

#### **15. ORDER QUANTITIES**

Actual quantities ordered will be contingent on funds available at time of purchase. The City of Detroit reserves the right to reduce quantities if price quoted exceeds budgetary limitations or to increase quantities if funds are available.

#### **16. TERMS OF PAYMENT**

A discount of \_\_\_\_\_% will be allowed for payment of invoice within forty-five (45) days of delivery and acceptance of the above items and vendor's invoice. Other terms less than forty-five (45) days, E,O,M., Proximo, etc., shall not be considered. Payment terms will not be considered in determining the award of the contract(s), except in the case of tie bids. However, discounts may be offered to facilitate prompt payment.

The City of Detroit reserves the unqualified right to reject any bid, which includes a provision for a service charge levied by a vendor when payment by the City is not made within a specified time period.

This paragraph supersedes paragraph 4 of the General Conditions.

#### 17. F.O.B.

Goods are to be F.O.B. delivered to location(s) within the City of Detroit and other specified locations as indicated.

# **18. CONTRACT ACCEPTANCE**

The successful bidder shall be notified of the execution of a contract by the City of Detroit upon issuance of a "Contract Award Notice" or a Purchase Order. The "Contract Award Notice" shall contain the date the contract award was approved.

The signed, accepted bid of the successful bidder will be the contract between the bidder and the City of Detroit, containing the full description of all contractual terms and conditions. A copy of your signed bid will not be mailed to you. Each bidder shall keep a copy of his/her signed bid form for future reference.

#### **19. INSURANCE**

- 19.01 The Contractor shall maintain at its expense during the term of this contract, the following insurance:
  - 19.01.1 Worker's Compensation insurance with Michigan statutory limits and Employer's Liability insurance with limits of \$500,000.00 each accident, \$500,000.00 each disease, \$500,000.00 each disease/each employee. For Federal and State Funded Training Programs and etc., is required to secure insurance for worker's compensation for all of its participants and The City of Detroit should also be listed as an additional insured.
  - 19.01.2 Commercial General Liability insurance with a combined single limits of \$1,000,000.00 per occurrence subject to a minimum aggregate limit of \$2,000,000.00
  - 19.01.3 Automobile Liability insurance covering all owned, hired and nonowned vehicles with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability insurance with a minimum combined single limit of \$1,000,000.00. Include MCS90 endorsement (if hazardous waste will be transported by vendor's auto) with minimum property damage limits of \$1,000,000.00 each occurrence.
  - 19.02 If during the term of this contract, changed conditions or other pertinent factors, should in the reasonable judgment of the City, render inadequate the insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the contractor's expense, under valid and enforceable policies.

19.03 All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days' prior notice to the City. The Commercial General Liability insurance policy shall name the City as an additional insured. Certificates of insurance evidencing such coverage shall be submitted to the Finance Department, Office of Contracting and Procurement, prior to the commencement of performance under this contract and at least fifteen (15) days prior to the expiration dates of expiring policies.

### **20. BID WITHDRAWAL**

No bid shall be withdrawn for 90 days from submission deadline. Bidders may reduce this period if stated on bid, but such bids may be rejected on the basis of the reduced time period.

This paragraph supersedes paragraph 14 of the General Conditions.

### **21. EQUALIZATION FACTOR**

In accordance with Ordinance No. 15-00, any Detroit based firm shall be deemed a better bid than the bid of any competing firm which is not Detroit-based, whenever the bid of such competing firm shall be equal to or higher than the bid of the Detroit-based firm after the appropriate equalization percentage credit from the Equalization Allowance Table has been applied to the bid of the Detroit-based firm.

The firm making the lowest bid thus evaluated shall be deemed the lowest bidder.

Vendors who wish to receive Equalization credit for bids submitted must fill out the attached Equalization Eligibility Form and return it with their bid document along with any supporting documentation required to substantiate eligibility. The Equalization Eligibility Form and supporting documentation must be submitted with each and every bid response submitted by the vendor. Failure to return the Equalization Eligibility Form and/or Affidavit along with required documentation will result in equalization credit not being applied to your bid.

# 22. CLEANLINESS OF THE WORK AND STREETS

The work itself, and all property used therewith, shall be kept in a neat and orderly condition at all times. Excess waste and rejected materials, rubbish and debris shall not be allowed to accumulate. Construction equipment, and excess materials shall be promptly removed from site when no longer needed for the progress of the work. Upon completion of the work, the contractor shall restore the site to original condition.

# **23. DETROIT EQUALIZATION FACTOR**

DOES NOT APPLY in accordance with Federal Transit Administration regulation (FTA C4220.1d) prohibiting the use of statutorily or administratively imposed in state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage preference. This does not pre-empt State of Michigan licensing laws.

# 24. ALTERNATE BID

Additional bids submitted on brands other than the brands referenced in the specification shall clearly be labeled (ALTERNATE). Alternate bids submitted will be at no cost to the city of Detroit. The decision of the City of Detroit, acting through the Chief Procurement Officer, shall be final as to what constitutes an acceptable alternate from specifications.

**25. DELIVERY TERMS/TIME. F.O.B. delivered prices are preferred. F.O.B. delivered means** delivered to the dock of the institution of department noted on the bid, and will include all charges for packing, draying, etc. Bidder may, at their option, quote F.O.B. shipping point. Prices bases on F.O.B. Shipping Point will be considered after adding transportation charges and insurance costs. Bidders must show shipping weight and point of shipments on all shipping point bids. Delivery time is a part of the consideration and must be adhered to. If time varies on different items, the bidder shall so state.