



REQUEST FOR PROPOSALS COMPANY BRANDED CLOTHING RFP # 7-10-2024

PROPOSALS DUE: Monday, July 29, 2024

Detroit Transportation Corporation

Guardian Building, 500 Griswold, Suite 2900, Detroit, MI 48226

Inquiries: www.bidnetdirect.com//detroit-transportation-corporation

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COMPANY BRANDED CLOTHING RFP # 7-10-2024

NAICS CODE: 315210

Issue Date: Monday, July 15, 2024

Proposal Deadline: July 29, 2024 at 5:00 PM Eastern Daylight Time

Procurement Contact: Chris Thomas
Phone: (313) 648-1748
E-mail: cthomas@thepeoplemover.com

The Detroit Transportation Corporation (DTC) is seeking a vendor to provide DTC-branded clothing items to its employees. DTC would highly prefer to utilize a vendor that has a voucher system for employees to purchase approved items as negotiated between the vendor and DTC.

This is a “re-bid” opportunity for a previously posted RFP.

Proposals will only be accepted via Bidnet/MITN ONLY on or before 5:00 p.m. (EDT), Monday, July 29, 2024. Proposals received after that date and time will be returned to the sender unopened. THERE WILL BE NO PUBLIC OPENING OF THE PROPOSALS.

Please send all written inquiries related to this RFP via e-mail to the Procurement Contact, Chris Thomas, Procurement Specialist, cthomas@thepeoplemover.com and reference DTC-RFP #7-10-2024.

The successful proposer will be required to comply with all applicable federal, state and local laws and regulations. The DTC reserved the right to postpone, accept or reject any or all proposals, in whole or in part, for sound documentable business reasons. DTC affirmatively assures that no proposer will be discriminated against on the basis of race, color, sex, age, disability, religion, ancestry, marital status, national origin, place of birth or sexual orientation.

DTC's Business Office is located in the Guardian Building, 500 Griswold St. Suite 2900, Detroit, Michigan 48226. This RFP is also available via website download from the Michigan Intergovernmental Trade Network (MITN), Proposal net.

No applicant should contact any member of the Committee or DTC staff other than the Procurement Specialist concerning this RFP. A violation of this no contact requirement shall result in disqualification.

Thank you,
DTC Contracting and Procurement Office

cthomas@thepeoplemover.com

SECTION 100 – INSTRUCTIONS TO PROPOSERS

101 General

This solicitation is issued by the Detroit Transportation Corporation (DTC), 500 Griswold, Suite 2900, Detroit, MI 48226. The DTC is a quasi-public Corporation, which is responsible for the operation and maintenance of the Detroit People Mover (DPM). The DPM is a fully automated transit system serving the downtown Detroit core. The system consists of a 2.9-mile single-lane elevated concrete guide way loop, twelve (12) rail cars, thirteen (13) passenger stations, and the Maintenance and Control Facility (MCF). The requirements for the submittal and content of proposals, the schedule for this procurement, performance requirements and contract terms are detailed in this RFP.

102 Purpose of Solicitation

The Detroit Transportation Corporation (DTC) is seeking a vendor to provide DTC-branded clothing items to its employees.

103 Inquiries

All questions pertaining to this RFP should be directed to www.bidnetdirect.com//detroit-transportation-corporation

104 Procurement Schedule

The following schedule shall apply to this procurement:

July 15, 2024	Issuance of RFP
July 22, 2024	Deadline for questions and requests for approved equals (RFAE)
TBD	DTC's Response to questions and RFAE
July 29, 2024	Proposal Submission Deadline @ 5:00 p.m. EST/EDT
TBD	Proposal Opening Date

105 Proposal Submission Deadline and Location

Proposals are due by the Proposal Submission Deadline. Proposals received after that date and time will not be accepted. Proposers bear full responsibility for ensuring their proposals are complete and arrive on time.

Proposals will only be accepted via Bidnet/MITN ONLY. Vendor registration may be required if so, please contact the Procurement Specialist for additional instructions.

106 Withdrawal of Proposal

A Proposal is a firm offer and may not be withdrawn after submission. The only exception is where (i) written notice of a mistake in the proposal is received by DTC from proposer prior to Proposal Opening Date; (ii) proposer submits proof that clearly and convincingly demonstrates that a mistake has been made; (iii) the identity and authority of the person requesting withdrawal is established and the person signs a receipt for the proposal.

107 Unacceptable Proposals

No Proposal will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to DTC or the City of Detroit upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to said DTC or has failed to perform faithfully any previous contract with DTC.

COMPANY BRANDED CLOTHING

SECTION 200 – SCOPE OF WORK

PROJECT OVERVIEW

The Detroit Transportation Corporation (DTC) and the Detroit People Mover (DPM) is seeking a vendor to provide company-branded clothing items to its employees.

ARTICLES REQUIRED

DTC & DPM is asking for each vendor to propose the following items listed below. Each proposed item shall offer both men's, women's, and big and tall sizes, unless noted below.

- 3 different golf polo-style shirts
- 1 regular polo-style shirt
- 1-2 styles of sweaters (unisex is acceptable if it doesn't come in men's and women's sizes)
- 1 long-sleeve button-up shirt
- 1 short-sleeve button-up shirt
- 1 fleece ¼ zip pullover (unisex is acceptable if it doesn't come in men's and women's sizes)
- 1 hoodie (unisex is acceptable if it doesn't come in men's and women's sizes)
- 1-2 fleece style jacket (similar style and material to North Face Canyonlands Full Zip Jacket and/or Osito Zip Fleece Jacket)
- Winter hat (unisex)
- Baseball style hat (unisex)
- T-Shirt (unisex is acceptable if it doesn't come in men's and women's sizes)

RECEIPT OF ORDERS

All custom orders shall be delivered within 30 days after receipt of the order if required. Stock items shall be delivered within 30 days. Stock items are defined as items that are not custom orders.

Any delays in receipt of orders beyond 30 days shall be immediately communicated to the company. Consistent delays beyond 30 days may result in the cancellation of the contract with the vendor. The parties agree to meet to discuss concerns and work towards a resolution before any adverse action is taken against the vendor.

All orders provided shall be accompanied by a packing slip with the employee's name, type, and number of garments in that shipment.

NO SUBSTITUTIONS

Upon agreement of the brand and style of clothing, there shall be no substitution, unless the company has agreed in writing, through the Procurement Department, to the changes.

INVOICES & VOUCHER SYSTEM

The company currently uses a voucher system for Uniform expenses. When an employee uses funds from their company voucher, the vendor bills DTC with a detailed invoice, including, but not limited to, the employee's name, date of service, items purchased, types of alterations, embroidery, etc.

Evaluation Criteria

If a proposal has been determined to meet all Qualification Requirements and is not otherwise rejected, it is then evaluated based upon pricing and Evaluation Criteria for determining the competitive range or selection of a proposal for potential award.

The criteria are listed in their relative order of importance. Any and all Deviations, Clarifications, reservations, and additional or contradictory terms included in a proposal that did not result in rejection will be evaluated in this Section according to what evaluation criteria they affect.

The criteria are listed in their relative order of importance.

Criteria	Maximum Points
Business experience with similar contracts	25
Proposed clothing options	25
Proposed approach for employees to select the items	15
Average turnaround time and process for any delays	15
Approach to applying company logo	15
Price	5
Total:	100

SECTION 300 – GENERAL CONDITIONS

It is the responsibility of the Proposer to review General Conditions as specified. 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.

SPECIAL CONDITIONS

It is the responsibility of the Proposer to review the Special Conditions attached to this RFP and comply with all requirements therein.

SECURITY CLEARANCES

The DTC reserves the right to perform background checks on individuals needing security clearance. Designated individuals with appropriate clearances will be provided with the necessary security clearances to perform the required services. The Contractor shall not divulge or use passwords and /or user ID's for the purpose other than to perform authorized work on the functions related to the website and mobile app. The DTC may, at any time and for any reasonable cause, refuse security clearance to employees or consultants of the support provider.

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 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 Detroit Transportation Corporation shall be final as to what constitutes acceptable deviations from specifications.

RESPONSIBILITIES

The responsibilities under this (proposed) contract are that the Detroit Transportation Corporation is obligated during the period stipulated to purchase all of its NORMAL REQUIREMENTS of the products and/or services (i.e. licenses, certificates) and the Contractor is obligated to install, maintain and/or configure those which the Detroit Transportation Corporation requires for its operations.

UNACCEPTABLE BIDS

No Proposal will be accepted from or contract agreement awarded to any person, firm, or corporation that is in arrears or is in default to DTC or the City of Detroit upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to said DTC or has failed to perform faithfully any previous contract with DTC.

ADDITIONAL INFORMATION, REJECTION

Because offers can at times be ambiguous in its solicitation documents, DTC reserves the right to request additional information before making an award. DTC also reserves the right to seek clarification from any offer or about any statement in its Proposal that DTC finds ambiguous. DTC may undertake such investigations as it deems necessary to determine the ability of each Proposer/Proposer to perform the work, and the Proposer shall furnish to DTC all such information and data as DTC may request for this purpose.

DTC may require the Proposer to submit any of the following information before the submission deadline, or as a condition to entering into any contract: (1) Performance record; (2) the address and description of the

Proposer's permanent place of business; (3) an itemized list of the Proposer's equipment; (4) description of any project which the Proposer has constructed in a satisfactory manner; (5) Proposer's financial statement; (6) a breakdown of the quotation submitted, including a listing of the subcontractor's names for each service proposed to be used for this project; (7) such additional information as will satisfy DTC that the Proposer is adequately prepared to fulfill the contract.

DTC reserves the right to reject any quotation if the evidence submitted by, or investigation of, such Proposer fails to satisfy DTC that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated in this RFP.

DTC reserves the right to reject any and all Quotations without prior notice; to waive informalities and technicalities; to extend deadlines without notice; to negotiate directly with only those respondents deemed to be qualified according to the criteria in this RFP; and to enter into one, more than one, or no contracts as it shall deem to be in its best interests, and to award to other than the lowest price.

AWARD

Subject to the provisions of the RFP, DTC shall award the contract(s) to the most qualified, responsive Proposals, provided the Proposals and post quote information have been submitted in accordance with the requirements of the proposed contract documents. A Professional Service Agreement (SLA) will be issued for one (1) year with no renewable term.

Blank spaces are considered to be no offer. The DTC reserves the right to delete any item(s) from the award. The DTC reserves the right to limit the amount of the award per contractor.

PRICING

DTC would expect to establish SLAs with the Contractor in order to have a high level of service to the user community.

DTC will be looking to establish a predictable costing model for this service and would encourage Proposers to suggest a pricing model that would allow the organization to cover the basic services at a fixed cost and to have a well-structured pricing model for any additional applications support and maintenance tasks (e.g. ticket based).

All prices are firm. No escalation shall apply.

TERMS OF PAYMENT

All Contractors will receive a Purchase Order from the DTC. 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 DTC reserves the right, in its sole discretion, to reject any bid which includes a provision for a service charge levied by a Contractor when payment by the DTC is not made within a specified time period.

BID NON-COLLUSIVE

The Proposer represents and certifies that this bid is fair and genuine, and not collusive or a sham, and has not in any manner, directly or indirectly, agreed or colluded with any other person, firm or association to submit a sham bid or to refrain from bidding or in any way to fix the amount of this bid or that of any other Proposer, or to secure the advantage against the DTC. The Proposer further certifies and represents that no officer or employee of the DTC is personally or financially interested, directly or indirectly, in this bid, or in any Contract which may be

under it, or in the purchase or sale of any materials or supplies for the work to which it relates, or any portion of any expected profits thereto.

PAST PERFORMANCE

Past performance will be a factor in making an award. In previous or current contracts, the Proposer must meet, or have met, service quality standards set forth in the Scope of Services of this RFP.

INSURANCE

As indicated in Section II - Special Conditions.

TERMINATION OF CONTRACT

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

BID WITHDRAWAL

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

COMPLIANCE WITH LAWS

The contractor shall fully comply with all Local, State, and Federal laws, Ordinances, and Regulations applicable to this contract and the work to be done hereunder.

SECTION 400 – SPECIAL CONDITIONS

- 1) **PRE-BID INFORMATION AND QUESTIONS:** Each response that is timely received will be evaluated on its merit and completeness of all requested information. In preparing bids, Respondents are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the DTC. THE DTC IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS. If a Proposer finds a discrepancy, error or omission in the RFP package, or requires any written addendum thereto, the Proposer is requested to promptly notify the Procurement contact noted on the cover of this RFP, so that written clarification may be sent to all known prospective Proposers. All questions must be submitted in writing to the contact before the bid due date indicated on the front of this document. All answers will be issued in the form of an addendum.
- 2) **RFP MODIFICATIONS/ADDENDA:** Clarifications, modifications, or amendments may be made to this solicitation at the discretion of the DTC. It is the responsibility of the Respondent to obtain the available Addenda and acknowledge any issued Addenda for this solicitation. If any changes are made to this solicitation document by any party other than the DTC, the original document in the DTC's files takes precedence.
- 3) **CONTRACT TERM:** one year.
- 4) **CONTRACT AWARD:** This contract is intended to be awarded as a whole, however, the DTC reserves the right to award by item, group or in part, whichever it deems to be in its own best interest.
- 5) **EVALUATION:** The DTC reserves the right to exclude from evaluation any sample item listed (e.g. if a part number was recently discontinued and was unknown by the DTC when this document was prepared).
- 6) **CONFLICT OF INTEREST:** The DTC reserves the right to reject a Bid if the Proposer has a contract or other relationship with a client that is determined by the DTC to be a legal or business conflict that is unwaivable or that the DTC, at its sole discretion, is unwilling to waive.
- 7) **EQUALS:** Bids submitted as alternates, as "equals," or on the basis of exceptions to specific conditions of purchases and/or required specifications, must be submitted in writing. The DTC has the sole right to determine what constitutes an equal.
- 8) **EXCEPTIONS:** Exceptions to required specifications and/or scope of work must be submitted, in writing, referencing the specific paragraph numbers and adequately defining the exception submitted. If no exceptions are taken, the DTC will expect and require complete compliance with the specifications, conditions of purchase and scope of work.
- 9) **WORK AUTHORIZATION PERMIT (WAP):** Work Authorization Permits are required before performing work at DTC. If a WAP is required, as determined by DTC, the Contractor must complete the attached WAP application and receive authorization prior to the commencement of work.
- 10) **STANDARD INSURANCE REQUIREMENTS:** Contractor, at its own expense and in its own name, must provide and keep in force during the term of this Agreement, the following insurance coverages, provided by a company licensed to conduct business in the State of Michigan, acceptable to DTC, with limits not less than indicated for the respective items or as otherwise agreed.

POLICY TYPE	AMOUNT NOT LESS THAN
Worker's Compensation Employer's Liability	Full Statutory Limits \$1,000,000.00 each accident \$1,000,000.00 each disease \$1,000,000.00 each person
Commercial General Liability	\$2,000,000.00 each occurrence \$2,000,000.00 Personal & Advertising Injury \$4,000,000.00 Products & Completed Operations Aggregate \$1,000,000.00 Fire and Legal Liability \$ 10,000.00 Medical Payment \$4,000,000.00 General Aggregate
Excess / Umbrella Liability Insurance over Employer's Liability, Commercial General Liability, and Automobile Liability	\$5,000,000.00 each occurrence \$5,000,000.00 aggregate where applicable
Comprehensive Automobile Liability Combined single limit (covering all owned, hired and non-owned vehicles with property damage each personal and property protection insurance including residual liability insurance under Michigan No Fault Insurance Law)	\$1,000,000.00

Contractor must purchase and maintain, and will cause its subcontractors to purchase and maintain, such insurance as will protect it, DTC, the City of Detroit and their employees, agents, officers, directors, successors and assigns. All policies of insurance will name DTC and the City of Detroit as additional insureds. Contractor must require each subcontractor or consultant hired on the project to maintain adequate insurance for its job and name DTC and the City of Detroit as additional insureds. The policies must contain an agreement by the insurer that such policies will not be canceled or materially changes without at least thirty (30) days' prior written notice to the DTC. Certificates of insurance must be submitted to DTC no later than ten (10) working days after notification of recommendation of award.

- 11) **PROPERTY OF THE DTC:** The DTC retains intellectual property rights of its images and content. Data collected and submitted via the DPM website and app is proprietary and subject to the terms and conditions of use.
- 12) **PROJECT ACCEPTANCE:** Acceptance is predicated on all Scope of Work objectives or any other specifically identified criteria being completed to the DTC's satisfaction.
- 13) **KEY PERSONNEL AND SUBCONTRACTORS:** It is essential that the Contractor provides adequate experienced personnel and subcontractors, capable of and devoted to the successful accomplishment of work

to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- a. Contractor agrees that once assigned to work under this contract, key personnel and subcontractors shall not be removed or replaced without written notice to the DTC.
- b. If key personnel and subcontractors are not available for work under this contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the DTC, and shall, subject to the concurrence of the DTC, replace such personnel with personnel of substantially equal ability and qualifications.

- 14) **SECURITY** DTC may issue solicitations that contain Sensitive Security Information that is controlled under 49 CFR Parts 15 and 1520. No part of that tender may be disclosed to persons without a “need to know”, as defined in 49 CFR Parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. Government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR Parts 15 and 1520.

At the conclusion of the solicitation process (for unsuccessful respondents) or conclusion of the project, all documents relating to a safety/security sensitive project must be returned to DTC or destroyed. Proof of destruction will be required.

15) **SAFETY AND SECURITY CERTIFIABLE ELEMENT**

If this box is checked, DTC has identified a Safety and Security Certifiable Element associated, directly or indirectly, with the Contract and identified within the Contract documents. Whenever a Safety and Security Certifiable Element is associated with the Contract, CONTRACTOR agrees to provide written documentation, in a form acceptable to DTC, as follows:

- Identifies the codes, standards, and safety-related requirements that will meet the safety design criteria for the project work;
- Verifies the work design will meet the safety design criteria;
- Verifies the completed work actually meets the safety design criteria through inspection, testing, operation, or otherwise;
- Provides a project completion summary report of the project readiness for revenue service; and
- Provides a signed Project Safety and Security Certificate that the project work is certified for revenue service.

If this box is checked, then DTC has not identified a specific Safety and Security Certifiable Element associated, directly or indirectly, with the Contract. However, CONTRACTOR agrees that if a Safety and Security Certifiable Element is subsequently identified during the project, that CONTRACTOR agrees to provide all written documentation identified in the paragraph above for any work associated with the certifiable element.

FORMS

BID FORM

Failure to complete this form may result in your Response being deemed nonresponsive and rejected without any further evaluation.

BID PRICE: The Bid Price shall include the following items:

Type	Description	Quantity / Time	Contract Rate	Total Price in \$
Service				
Service				
Service				
Service				
Service				
	Additional Expenses			
Expense	Travel			
Expense				
Expense				
Other				

Please provide at least three (3) references located within the Southeast Michigan area, by name, address and phone number and email address, for whom the Proposer has provided similar services.

Addendum Certification

Failure to acknowledge receipt of all addenda may cause your Bid to be considered nonresponsive to the RFP. Acknowledged receipt of each addendum must be clearly established and included with your Bid.

ADDENDUM

Proposer acknowledges having received and carefully reviewed the following addendum to the RFP:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

If no addendum or addenda to the RFP have been received, so indicate by placing an "X" in the following space: _____.

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Name, Legal Status, and Authorizing Signature

BIDDING/PROPOSING UNDER THE NAME OF: _____

(Print Full Legal Name)

(Purchase Order/ Contract will be issued and payment will be made only to this name.)

MAILING ADDRESS:

_____ ZIP CODE (____)

PAYMENT ADDRESS (If different from above):

_____ ZIP CODE (____)

BUSINESS ADDRESS (Check One: OWN RENT LEASE):

_____ ZIP CODE (____)

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

WEBSITE (if applicable): _____

(CHECK ONE)

CORPORATION, incorporated under the laws of the State of _____.

If other than Michigan Corporation, Licensed to do business in Michigan:

YES NO

PARTNERSHIP, consisting of (List Partners):

ASSUMED NAME (Register No.: _____)

INDIVIDUAL

IF NOT SIGNED BY AN OFFICER OF CORPORATION, THE PERSON IN SIGNING MUST HAVE
AUTHORITY TO COMMIT THE CORPORATION TO THIS BID/PROPOSAL

AUTHORIZED SIGNATURE

DATE

PRINTED NAME

TITLE

PHONE

UNSIGNED BIDS/PROPOSALS CANNOT BE CONSIDERED