

REQUEST FOR PROPOSAL

LAW ENFORCEMENT UNIFORMS

RFP 5.13.26

PROPOSALS DUE: June 5, 2026

Detroit Transportation Corporation

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

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

INTRODUCTION AND DTC CONTACT INFORMATION

This Request for Proposals (RFP) is issued by the Detroit Transportation Corporation (DTC), located at the Guardian Building, 500 Griswold, Suite 2900, Detroit, Michigan 48226. DTC is a quasi-public Corporation, which is responsible for the operation and maintenance of the Detroit People Mover (DPM). The Detroit People Mover (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).

Request For Proposals (RFP) Title:	Law Enforcement Uniforms	
RFP Control Number:	5.13.26	
Date Advertised:	5/13/26	
Date Issued:	May 13 th , 2026	
Mandatory Walk Thru Date:	N/A	
Questions Due:	5:00PM Eastern Time on May 20 th , 2026	
Due Date and Time:	5:00PM Eastern Time on June 5 th , 2026	
Purchasing / Procurement Division:	Gwen Wallace	
E-mail Address:	gwallace@thepeoplemover.com	
Telephone Number:	(313) 949-9128	
Project Manager:	Cliffawn Powell powellctp@detroitmi.gov	
Section		Contents
100		Instructions to Bidders/Proposers. Compliance with these is integral to submitting a successful proposal.
200		Project Overview and Statement of Work
300		Terms and conditions that will be part of the contract issued to the successful vendor. DTC is funded in part by the U. S. Department of Transportation's Federal Transit Administration. Very little of the terms and conditions can be changed. Do not submit a proposal if you are unable to comply with the terms and conditions contained in Section 300.
400		Contractors Certifications

The Detroit Transportation Corporation (DTC) is seeking a vendor to provide Law Enforcement Uniforms for the Transit Police via a voucher system for employees to purchase approved items as negotiated between the vendor and DTC. RFP 5.13.26 can be accessed on Bidnet Direct, www.bidnetdirect.com//detroit-transportation-corporation.

Proposals must be received electronically by Bidnet Direct on or before 5:00pm ET, June 5, 2026.

The contract term shall be for three (3) years with no option renewal.

Proposals must be received by the Detroit Transportation Corporation, Purchasing Office via Bidnet/MITN electronically only on or before **5:00 p.m. (EST), June 5, 2026. THERE WILL BE NO PUBLIC OPENING OF THE PROPOSALS.**

Proposals are to be submitted in accordance with the DTC Request for Proposals (RFP). No proposal, once submitted, may be withdrawn for 180 days after the due date.

DTC reserves the right to postpone, accept or reject any or all proposals, in whole or in part, for sound, documentable, business reasons, subject to the rules and regulations set forth by the DTC, the State of Michigan and the United States Department of Transportation. The successful bidder will be required to comply with applicable federal, state and local laws and regulations. Firms or individuals whose names ear on the U.S. Comptroller General's list of ineligible contractors will not be considered. DTC affirmatively assures that no bidder will be discriminated against based on race, color, sex, age, disability, religion, ancestry, marital status, national origin, place of birth, or sexual orientation.

Firms interested in receiving a copy of the RFP should access Bidnet Direct www.bidnetdirect.com//detroit-transportation-corporation. **Written questions related to this project must be received via Bidnet/MITN no later than 5:00 p.m. (EST), Wednesday, May 22, 2026.**

SECTION 100 INSTRUCTIONS TO PROPOSERS

The Detroit Transportation Corporation (DTC) is seeking a vendor to provide Law Enforcement Uniforms for the Transit Police via a voucher system for employees to purchase approved items as negotiated between the vendor and DTC.

Bids/Proposals are due to DTC via Bidnet/MITN by: 5:00 pm (EST) **June 5, 2026**

1. Bidder/Proposer bears total responsibility for ensuring its Bid/Proposal is complete and uploaded on time.
2. Bids/Proposals submitted by fax or email will not be considered.
3. No Late bids will be accepted.
4. Bidder/Proposer should comply with each and every requirement of this RFP to be considered responsive.

102 Length of Time Bids/Proposals Shall be good

Bids/Proposals shall be good for 180 days after the due date. This 180-day period - plus the schedule for the project - will be automatically extended by the amount of time required by DTC.

103 Submittal Requirements

One (1) original uploaded into MITN/Bidnet, www.bidnetdirect.com//detroit-transportation-corporation.

The Proposal shall consist of a technical proposal (“Technical Proposal”) and a cost proposal (“Cost Proposal”).

The Technical Proposal shall include concise narrative descriptions and illustrations that will enable DTC to clearly understand and evaluate the capabilities of Proposers to successfully perform the Work on time and within budget. No price information of any kind may be included in the Technical Proposal.

The Technical Proposal shall be limited to a fourteen (14) page limit (single-sided). Covers, resumes, and appendices are excluded from the fourteen (14) page limit. The Technical Proposal shall be organized to correspond to and address the content requirements and evaluation factors stated in the scope of work.

Note: it is the sole responsibility of Bidder/Proposer to determine if Addenda are issued and what, if any, part of each is of interest to Bidder/Proposer.

104 Insurance

The successful Bidder/Proposer shall maintain throughout this assignment the following insurance coverages:

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	\$1,000,000.00 each occurrence \$2,000,000.00 Personal & Advertising Injury \$1,000,000.00 Fire and Legal Liability \$10,000.00 Medical Payment \$1,000,000.00 General Aggregate
Excess / Umbrella Liability Insurance over Employer’s Liability, Commercial General Liability, and Auto Liability	\$5,000,000.00 each occurrence \$5,000,000.00 aggregate where applicable
Comprehensive Auto 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
Professional Liability	\$3,000,000.00 per claim \$3,000,000.00 aggregate

If the contract involves activities covered under the following policy types, the successful Bidder/Proposer shall maintain the following additional coverage minimums stated above.

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.

105 Request for Clarification/Approved Equal (RFAE)

All requests for clarification of these specifications and for an approved equal. Approved equal (RFAE) must be in writing and uploaded on Bidnet.

Please note the items specified herein were selected through product comparisons and evaluation. Proposed alternates must match dimensions, finishes, performance and design features of the products specified herein.

Catalogs, product information and/or specifications must accompany all RFAEs. Bidders/Proposers whose product or service exceeds the minimum specifications herein need not submit an RFAE. Such Bidders/Proposers may be required to prove they exceed these minimum specifications before being awarded a contract.

The RFP Documents cannot be modified, except in writing. Verbal modifications are void and ineffective. Any changes by DTC to the RFP Documents, the Project, the Proposal submission deadline, or the Proposal opening date will be communicated via written Addendum posted on Bidnet.

106 Bid/Proposal Guarantee N/A

If this box is checked, Bidder/Proposer shall supply a Bid/Proposal Guarantee in the form of a Bid/Proposal bond, a certified or cashier's check, or an irrevocable letter-of-credit on a solvent bank in an amount of \$50.

If this box is checked, or if the project involves construction or facility improvement contracts or subcontracts exceeding \$50,000, Bidder/Proposer shall supply a Bid/Proposal Guarantee in the form of a Bid/Proposal bond, a certified or cashier's check, or an irrevocable letter-of-credit on a solvent bank in an amount equivalent to five (5%) percent of the Bid/Proposal price.

The Bid/Proposal Guarantee shall consist of a firm commitment accompanying a Bid/Proposal as assurance that the Bidder/Proposer will, upon DTC's acceptance of its Bid/Proposal, execute such contractual documents as may be required within the time specified. The Bid/Proposal Guarantee shall be made in favor of DTC. Bid/Proposal bonds must be issued by a fully qualified surety company acceptable to DTC and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

In submitting any Bid/Proposal, it is understood and agreed by Bidder/Proposer that the right is reserved by DTC to reject any and all Bids/Proposals, or part of any Bid/Proposal, for sound, documentable, business reasons, and it is agreed that the Bid/Proposal may not be withdrawn for a period of 180 days subsequent to the opening of Bids/Proposals, without the written consent of DTC. It is also understood and agreed that if the undersigned Bid/Proposal should withdraw any part or all of its Bid within 180 days after the bid opening without the written consent of DTC, shall refuse or be unable to enter into the contract, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and

Material Payments Bonds, or refuse or be unable to furnish adequate and acceptable insurance, it shall forfeit its Bid/Proposal security to the extent of DTC's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor. It is further understood and agreed that to the extent the defaulting Bidder's/Proposer's Bid/Proposal Guarantee shall prove inadequate to fully recompense DTC for the damages occasioned by default, then the Bidder/Proposer agrees to indemnify DTC and pay over to DTC the difference between the bid security and DTC's total damages, so as to make DTC whole.

107 Disposition of Proposal Guarantee N/A

If the Bid/Proposal is accepted, the Bid/Proposal Guarantee will be returned as provided in this Section.

The Proposal Guarantee will be returned once it is determined that the proposal is out of the competitive range and is no longer under consideration, or at the end of 180 days, whichever comes first.

Performance Bonds and Labor and Material Payments Bonds

If this box is checked, or if the project involves construction or facility improvement contracts or subcontracts exceeding \$50,000, a Performance Bond from a bonding company licensed to do business in Michigan or a certified check, bond, cashier's check or an irrevocable letter-of-credit, in an amount equal to 50% of the value of any contract awarded as a result of this RFP shall be posted by the successful Bidder/Proposer with DTC prior to Notice to Proceed. This bond will be forfeited by Bidder/Proposer as partial or complete settlement of damages, as determined by DTC, should Bidder/Proposer fail to perform as contracted for. If this box is checked, or if the project involves construction or facility improvement contracts or subcontracts exceeding \$50,000, a Labor and Material Payments Bond from a bonding company

licensed to do business in Michigan or a certified check, bond, cashier's check or an irrevocable letter-of-credit, in an amount equal to 50% of the value of any contract awarded as a result of this RFP shall be posted by the successful Bidder/Proposer with DTC prior to Notice to Proceed.

The bonds may be issued by a surety company on its standard form and must be provided to DTC within twenty-one (21) days of notice that it is required.

The bonds must be written by a company authorized to write bonds in the State of Michigan and must be listed in the latest edition of U.S. Treasury Circular 570 or having a rating by A.M. Best of B+ or better, and must show sufficient bonding capacity to bond the performance required under this contract. The bonds must meet the approval of DTC's Legal Counsel.

If the contract involves the purchase of goods, then the performance bond will be returned to the manufacturer within thirty (30) days of DTC's acceptance of the goods.

108 Form of Bid/Proposal

All forms must be completely filled in, signed and otherwise executed as

indicated. Failure to do so can result in the Proposal being declared "unresponsive".

109 Clarifications, Approved Equals, Supplements

Clarifications, approved Equals and other supplements to this RFP may be issued to modify, change or clarify one or more points in MITN/Bidnet. All parties who request the RFP must be registered in MITN/Bidnet. Bidders/Proposers are reminded to read and adhere to such supplements as compliance with them is integral to having the Bid/Proposal reviewed. Supplements will also be posted in MITN/Bidnet.

110 Alternate Proposals

Alternate proposals may be submitted by the Proposer - at his/her discretion and risk - to achieve the essential purpose and intent of these specifications at a lower cost, without increasing DTC's risk or exposure. Such alternate proposals must be clearly identified and prominently labeled as such. DTC is not obligated to accept or review any alternate proposal.

111 Withdrawal of Proposal

No Proposal will be allowed to be withdrawn for a period of 180 days after it has been opened by DTC. The length of time Proposals shall be good - plus the schedule for the project - will be automatically extended by the amount of time required for DTC and, where applicable, the Federal Transit Administration to process any Single Proposal.

112 Consideration of Proposal

For RFPs Only, no information will be released about any Proposer or Proposal until a contract award is made, and only by written request to DTC's Chief Executive Officer.

113 Rejection or Acceptance of Proposal

DTC reserves the right to accept or reject any or all Proposals, and any parts of any Proposal for sound documentable business reasons. In awarding a contract, DTC reserves the right to consider all elements entering into the question of determining the responsibility of the Proposer. Any Proposal which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the Proposal. In case of any discrepancy between the price written in the Proposal and that given in figures for any item, the price in writing will be considered as Proposal.

114 Unacceptable Proposals

No Proposal will be accepted 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.

DTC retains the right to review the apparently low proposer's production schedule and past delivery performance to determine responsibility.

115 Single Bid/Proposal

In the event of a single Proposal response, this solicitation will be automatically converted to a negotiated purchase which shall require Proposer to negotiate a fair and equitable price. DTC retains the right to request certifiable cost analysis data which Proposer must provide. DTC reserves the right to negotiate an adjustment in Proposer's price if warranted by said analysis.

116 Award of Contract

The award will be made to the responsive and responsible offeror who's Proposal represents the Best Value to DTC, according to the criteria listed in the RFP.

DTC may reject all Proposals for sound, documentable, business reasons. A responsive Proposal is one which complies with the terms, conditions and specifications of this RFP. A responsible Bid/Proposal is one submitted by a company or joint venture possessing the capability and capacities to perform as required by this RFP.

DTC reserves the right to award one, more than one or no contracts as DTC deems to be in its best interests. If an RFP, DTC further reserves the right to make an award on the basis of an original Proposal(s) without any negotiating with any offeror.

117 Cost of Preparation

All costs incurred by any Proposer prior to Notice to Proceed will not be reimbursed by DTC.

118 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 offeror 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 Bidder 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) Proposer's 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 Proposal 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 Proposer if the evidence submitted by, or investigation of, such Bidder/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 Proposals 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 proposals.

Proposals will not be considered if the bid bond is not submitted with the proposal and the Buy America certification is not completed and submitted with the bid/proposal.

119 Terminology

The terms "proposal" and "proposer"; "Request for Proposals" and "RFP"; are used interchangeably throughout this RFP, unless expressly designated as "RFP only". Similarly, the terms "DTC", "buyer", "purchaser" and "Corporation" are used interchangeably. All terms, including "his" and "his/her", are used in a gender-neutral manner.

120 Protests

It is the policy of DTC to prepare specifications that are not discriminatory in nature. All solicitations are to be open and free to all competing vendors whereby all have a reasonable chance to be successful and awarded a contract.

If a vendor feels that a particular solicitation is unfair for whatever reasons, the following procedure must be followed to register a proper protest and said procedure shall be a part of all solicitations:

STEP 1 Protest must be made in writing and addressed to the General Manager no later than (1) three (3) days before the scheduled Proposal due date, (2) three (3) days after the Bid/Proposal opening, or (3) three (3) days after contract award, as applicable. Such protest must cite what the solicitation was for, and for what reason the protest is lodged.

STEP 2 The General Manager shall make all reasonable attempts to resolve the protest prior to the Bid/Proposal opening or award of a contract, as applicable, and reserves the right to reschedule the same if, at her discretion, deemed necessary. The General Manager must make a decision no later than ten (5) working days from the date the protest is lodged.

STEP 3 If the protest is not satisfactorily resolved at Step 2, the person or firm making the protest may request a hearing with its legal counsel and DTC, with DTC's legal counsel serving as arbitrator on the matter. Request for such a hearing must be made within 15 working days of the original date the protest was filed.

The decision at Step 3 shall be final and binding on all parties. If the vendor believes that DTC did not follow the above process, he/she may appeal to the Federal Transit Administration as follows:

Office of Program Management

Federal Transit
Administration Suite 320
200 West Adams Street
Chicago, IL 60606
(312) 353-2789

The Federal Transit Administration will hear appeals only where a local protest procedure does not exist or where the local procedure was not followed.

SECTION 200

PROJECT OVERVIEW AND STATEMENT OF WORK

201 Project Overview (Scope)

The Detroit Transportation Corporation (DTC) is seeking a qualified vendor to provide law enforcement uniforms for Transit Police personnel through a voucher-based purchasing system. Under this system, authorized employees will purchase approved uniform items in accordance with pricing and terms negotiated between the vendor and DTC. All uniforms and accessories shall meet DTC Transit Police specifications, appearance standards, and quality requirements. The vendor shall provide experienced staff, maintain accurate transaction records, and coordinate closely with DTC regarding authorized purchases, pricing, and any changes to approved uniform items.

The selected contractor shall operate a uniform store located within the downtown Detroit area or the surrounding metropolitan area and provide uniform-related products and services for department personnel. The contractor shall supply approved uniforms, fittings, alterations, repairs, and related accessories in a professional, timely, and customer-service-oriented manner. The contractor shall maintain regular business hours and ensure the store location is accessible to DTC employees.

Services shall include, but are not limited to:

- Measuring and fitting employees for uniforms
- Supplying approved law enforcement uniforms and accessories
- Performing alterations, repairs, and adjustments
- Maintaining adequate inventory levels of approved items
- Processing employee voucher transactions
- Assisting employees with exchanges and replacements
- Providing timely ordering and delivery of unavailable items

All uniforms and accessories shall meet DTC Transit Police specifications, appearance standards, and quality requirements. The vendor shall provide experienced staff, maintain accurate transaction records, and coordinate closely with DTC regarding authorized purchases, pricing, and any changes to approved uniform items.

VOUCHER SYSTEM

Vendor must be agreeable to a voucher system, pursuant to the agreement with our labor unions (see below), for employees to purchase approved items as negotiated between the vendor and DTC. Employees shall receive a Uniform Allowance in the form of a voucher according to the following provisions.

- a. Employees are eligible for uniform allowance the first pay in July upon completion
- b. Employees of one full year of department service and shall receive the following annual Uniform Allowance: \$500.00
- c. When an employee voluntarily or involuntarily discontinues employment prior to July, the employee shall forfeit that year's uniform allowance.
- d. Employees will be permitted to purchase uniforms and equipment at the establishment approved by DTC; provided, however, that the items purchased must strictly comply with the specifications set forth by the DTC. The purchase and use of any item which deviates from DTC specifications shall be made at the employee's personal cost and risk of disciplinary action.
- e. An employee may carry over up to \$1,500.00 in uniform vouchers year to year.

Upon the employee using funds from their voucher, the vendor shall then bill DTC with a

detailed invoice, including but not limited to providing the employees name, date of service, items purchased, types of alterations, embroidery, etc.

ARTICLES REQUIRED

The referenced brands listed below are preferred. However, a comparable brand of the same or better quality may be considered.

- 5.11 Tactical PDU 72344 & Women's PDU 62064 L/S shirt including 1 shoulder patch
- 5.11 Tactical PDU 71183 & Women's PDU 61158 S/S shirt including 1 shoulder patch
- 5.11 Tactical PDU Class B 74326 & Woman's Class B 64306 Pants including hemming
- 5.11 Tactical Valiant Duty Jacket (2 in 1)
- Price to add badge tab, name tape (w/hook Velcro on the back + loop Velcro on the jacket) and reflective 3M vinyl that say "TRANSIT POLICE" on the back of the jacket = (Outer and Inner jacket)
- Flex-fit Hat w/ Embroidered badge
- Samuel Broome 455BO Black Wool Blend Clip on tie
- Embroidery on the above shirts and/jackets (First Initial/ Last name + Detroit)
- Transit Police badge with badge no. (per garment)
- Boston Leather Belt 6501 -3
- Boston Leather Belt 6505-3
- Boston Leather Keepers 5456-3 set of 4
- Smith and Wesson Model 100 handcuffs
- Boston Leather 5517-3 Handcuff Case
- Boston Leather 5527-3 Pepper Spray Case
- Blackhawk Serpa level 3 S&W 9/.40
- Boston Leather 5601-3 double Mag Case
- Boston Leather 5640-3 Glove Pouch
- Boston leather 5610-3 Radio Holder
- Black Plastic Name Tag
- Class "A" dress blouse
- Class "A" Dress pants with piping down both legs
- Garrison cap
- Flashlight
- Flashlight holder
- Pepper spray
- Raincoat
- Reflective vest

All custom orders shall be delivered within 30 days after receipt of order and taking of measurements.

In no case shall embroidery, adding logos, patches, stripes, chevrons, braid, or other accessory items on the uniform be considered as a custom order.

Stock uniform items, emblems, chevrons, etc., shall be delivered within 30 days. Stock items are defined as items that are not custom orders.

Vendor shall take measurements of personnel within one week of notification.

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

Quantities and individuals' names shall appear on each package.

Partial deliveries are acceptable. However, delivery requirements shall still be adhered.

All deliveries shall be accompanied by a packing slip showing the type and number of garments in that shipment. Each slip shall also indicate the individual for whom the delivery is made and the purchase order number.

No substitutions

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

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.

Criteria	Maximum Points
Years of experience in Voucher Systems	20
Experience outfitting Law Enforcement (brands)	20
Experience in custom orders	20
Provide a Minimum of Three (3) References or Recent Reference Letter(s)	10
Experience with municipalities/non-profit entities	10
Location (proximity to downtown area) / Site Visit	10
Price	10
Total	100

BID FORM

Failure to complete this form may result in your Response being deemed nonresponsive and rejected without any further evaluation. All pricing must be included in the proposal package, either directly in the response or as an attachment. The quantities listed are only annual quantities, more or less is not guaranteed. You must include product catalogue (pictures) specifications with your response.

Year 1

Description	Quantity	Unit Price	Total Price
5.11 Tactical PDU 72344 Men & Women's PDU 62064 L/S shirt including 1 shoulder patch	13		
5.11 Tactical PDU 71183 Men & Women's PDU 61158 S/S shirt including 1 shoulder patch	13		
5.11 Tactical PDU Class B 74326 Men & Woman's Class B 64306 Pants including hemming	13		
5.11 Tactical Valiant Duty Jacket (2 in 1)	13		
Price to add badge tab, name tape (w/hook Velcro on the back + loop Velcro on the jacket) and reflective 3M vinyl that say "TRANSIT POLICE" on the back of the jacket (Outer and Inner jacket)	13		
Flex-fit Hat w/ Embroidered badge	13		
Samuel Broome 455BO Black Wool Blend Clip on tie	13		
Embroidery on the above shirts and/jackets (First Initial/ Last name + Detroit	13		
Transit Police badge with badge no. (per garment)	13		

Boston Leather Belt 6501 -3	13		
Boston Leather Belt 6505-3	13		
Boston Leather Keepers 5456-3 set of 4	13		
Smith and Wesson Model 100 handcuffs	13		
Boston Leather 5517-3 Handcuff Case	13		
Boston Leather 5527-3 Pepper Spray Case	13		
Blackhawk Serpa level 3 S&W 9/.40	13		
Boston Leather 5601-3 double Mag Case	13		
Boston Leather 5640-3 Glove Pouch	13		
Boston leather 5610-3 Radio Holder	13		
Black Plastic Name Tag	13		
Class "A" dress blouse	13		
Class "A" Dress pants with piping down both legs	13		
Garrison cap	13		
Flashlight	13		
Flashlight holder	13		
Pepper spray	13		
Raincoat	13		
Reflective vest	13		

TOTAL \$ _____

Year 2

Description	Quantity	Unit Price	Total Price
5.11 Tactical PDU 72344 Men & Women's PDU 62064 L/S shirt including 1 shoulder patch	13		
5.11 Tactical PDU 71183 Men & Women's PDU 61158 S/S shirt including 1 shoulder patch	13		
5.11 Tactical PDU Class B 74326 Men & Woman's Class B 64306 Pants including hemming	13		
5.11 Tactical Valiant Duty Jacket (2 in 1)	13		
Price to add badge tab, name tape (w/hook Velcro on the back + loop Velcro on the jacket) and reflective 3M vinyl that say "TRANSIT POLICE" on the back of the jacket (Outer and Inner jacket)	13		
Flex-fit Hat w/ Embroidered badge	13		
Samuel Broome 455BO Black Wool Blend Clip on tie	13		
Embroidery on the above shirts and/jackets (First Initial/ Last name + Detroit	13		
Transit Police badge with badge no. (per garment)	13		
Boston Leather Belt 6501 -3	13		
Boston Leather Belt 6505-3	13		

Boston Leather Keepers 5456-3 set of 4	13		
Smith and Wesson Model 100 handcuffs	13		
Boston Leather 5517-3 Handcuff Case	13		
Boston Leather 5527-3 Pepper Spray Case	13		
Blackhawk Serpa level 3 S&W 9/.40	13		
Boston Leather 5601-3 double Mag Case	13		
Boston Leather 5640-3 Glove Pouch	13		
Boston leather 5610-3 Radio Holder	13		
Black Plastic Name Tag	13		
Class "A" dress blouse	13		
Class "A" Dress pants with piping down both legs	13		
Garrison cap	13		
Flashlight	13		
Flashlight holder	13		
Pepper spray	13		
Raincoat	13		
Reflective vest	13		

TOTAL \$ _____

Year 3

Description	Quantity	Unit Price	Total Price
5.11 Tactical PDU 72344 Men & Women's PDU 62064 L/S shirt including 1 shoulder patch	13		
5.11 Tactical PDU 71183 Men & Women's PDU 61158 S/S shirt including 1 shoulder patch	13		
5.11 Tactical PDU Class B 74326 Men & Woman's Class B 64306 Pants including hemming	13		
5.11 Tactical Valiant Duty Jacket (2 in 1)	13		
Price to add badge tab, name tape (w/hook Velcro on the back + loop Velcro on the jacket) and reflective 3M vinyl that say "TRANSIT POLICE" on the back of the jacket (Outer and Inner jacket)	13		
Flex-fit Hat w/ Embroidered badge	13		
Samuel Broome 455BO Black Wool Blend Clip on tie	13		
Embroidery on the above shirts and/jackets (First Initial/ Last name + Detroit	13		
Transit Police badge with badge no. (per garment)	13		
Boston Leather Belt 6501 -3	13		
Boston Leather Belt 6505-3	13		
Boston Leather Keepers 5456-3 set of 4	13		
Smith and Wesson Model 100 handcuffs	13		

Boston Leather 5517-3 Handcuff Case	13		
Boston Leather 5527-3 Pepper Spray Case	13		
Blackhawk Serpa level 3 S&W 9/.40	13		
Boston Leather 5601-3 double Mag Case	13		
Boston Leather 5640-3 Glove Pouch	13		
Boston leather 5610-3 Radio Holder	13		
Black Plastic Name Tag	13		
Class "A" dress blouse	13		
Class "A" Dress pants with piping down both legs	13		
Garrison cap	13		
Flashlight	13		
Flashlight holder	13		
Pepper spray	13		
Raincoat	13		
Reflective vest	13		

TOTAL \$ _____

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.

**SECTION 300 CONTRACT
TERMS AND CONDITIONS**

The general terms and conditions of the Contract for this procurement are contained in this Section 300. The successful Bidder/Proposer is hereinafter referred to as the "CONTRACTOR."

301 Independent Contractor

CONTRACTOR, for purpose of this agreement shall be considered an independent contractor who covenants and agrees to perform and deliver for the stated compensation all of the goods and services described under the section of the

Contract titled Scope of Work. CONTRACTOR agrees to complete the work in a professional manner using qualified individuals with a high degree of professionalism and to ensure the accuracy and timeliness of the services rendered.

302 Contractor's Obligation

The general obligation of CONTRACTOR shall be to transfer and deliver the goods and services specified in complete accordance with the terms, conditions and specifications of the Contract.

303 Buyer's Obligation

The general obligation of DTC shall be to accept delivery of conforming goods and services and to pay in accordance with the terms, conditions and specifications of the Contract.

304 Background Checks

CONTRACTOR shall conduct background checks of any or all of contractor's and subcontractor's employees for purposes of verifying identity, any criminal activity and ad on any Homeland Security watch lists. CONTRACTOR shall provide the results of said checks to DTC upon request by DTC. To the extent CONTRACTOR's employees change during the life of the Contract, CONTRACTOR shall supply the name(s) of the new employee(s) plus their background checks to DTC.

305 Performance Bonds and Labor and Material Payments Bonds N/A

If this box [] is checked, a Labor and Material Payments Bond from a bonding company licensed to do business in Michigan or a certified check, bond, cashier's check or an irrevocable letter-of-credit, in an amount equal to 50% of the value of any contract awarded as a result of this RFP shall be posted by CONTRACTOR with DTC prior to Notice to Proceed.

The bonds may be issued by a surety company on its standard form and must be provided to DTC within twenty-one (21) days of notice that it is required.

The bonds must be written by a company authorized to write bonds in the State of Michigan and must be listed in the latest edition of U.S. Treasury Circular 570 or having a rating by A.M. Best of B+ or better, and must show sufficient bonding capacity to bond the performance required under the Contract. The bonds must meet the approval of DTC's Legal Counsel. If the Contract involves the purchase of goods, then the performance bond will be returned to manufacturer within thirty (30) days of DTC's acceptance of the goods.

306 Notice to Proceed

DTC will furnish CONTRACTOR written direction to commence delivery entitled "Notice to Proceed" following receipt by DTC of all required bonds, insurance certificates or such other documentation that CONTRACTOR is required to submit for DTC approval prior to performance under the Contract. DTC shall not be responsible for any costs of any type whatsoever incurred by CONTRACTOR prior

to the issuance of the Notice to Proceed. The date of the Notice to Proceed shall be the official date from which all scheduled activities and requirements are computed. DTC retains sole discretion with respect to the timing of the issuance of the Notice to Proceed.

CONTRACTOR shall commence work upon written receipt of the Notice to Proceed from DTC. The CONTRACTOR shall complete the work within the time frames set forth in the Scope of Work.

307 Contract Modification

No change or modification of the terms and conditions of the Contract may be made unless:

- a. Any proposed change in the Contract must be submitted to DTC for its prior written approval. The General Manager may at any time, by written order only, make changes within the general scope of the Contract. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under the Contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or completion schedule, or both, and the Contract shall be modified in writing accordingly. Any claim by CONTRACTOR for adjustment under this clause must be asserted within 30 days from the date of receipt by CONTRACTOR of the notification of change; provided, however, that the General Manager, if she decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under the Contract.
- b. Any modification made must be in writing and attached to the Contract in the form of an amendment and signed by both parties signifying agreement to the modification.
- c. Any Contract modifications, if granted by DTC, will not operate as a release to CONTRACTOR from the covenants and conditions of the Contract outside of the nature of the expressed modification nor shall same be considered as a waiver for any breach of contract damage claim which may be made by DTC.
- d. Any modification agreed to by and between DTC and CONTRACTOR must be in compliance with applicable governmental regulations and subject to Federal Transit Administration concurrence, if needed.

308 Subcontract approval

Any subcontract the CONTRACTOR may wish to enter into must be approved by DTC prior to the execution of the subcontract, and all the requirements of these terms and conditions must be included within said subcontracts to gain approval of DTC.

309 Substitution of Subcontractor/Independent Contractor

Any substitution of a subcontractor or independent CONTRACTOR must be furnished in writing to DTC for DTC's approval and for the purpose of determining and maintaining the intent of DTC's Disadvantaged Business Enterprise goals.

310 Equal Employment Opportunity

CONTRACTOR shall comply with and have each of its subcontractors comply with the Department of Labor's regulation outlining "Equal Employment Opportunity", as supplemented in 41 CFR Part

60. CONTRACTOR shall comply with and have each of its subcontractors to have an affirmative action plan which declares that they do not discriminate on the basis of race, color, religion, national origin, sex, or age and which specifies goals and target dates to insure the implementation of any such plan.

CONTRACTOR further agrees that during the performance of the Contract to comply with the Standard Title VI Assurances as listed below:

a. Compliance with Regulations

CONTRACTOR shall comply with the regulations relative to non-discrimination in federally assisted programs of the United States Department of Transportation, Title 49, Code of Federal Regulations, Part 21, [29 U.S.C. § 623, 42 U.S.C. § 2000, 42U.S.C. § 652, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.] As they may be amended from time to time (hereinafter referred to as the "Regulations") which are herein incorporated by reference and made a part of the Contract.

b. Nondiscrimination

CONTRACTOR, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, religion, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding or negotiation, made by CONTRACTOR for work to be performed under the subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligations under the Contract and the regulations relative to nondiscrimination on the grounds of race, color, religion, age, sex, or national origin.

d. Information and Reports

CONTRACTOR shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and

its facilities as may be determined by DTC, or Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required of a CONTRACTOR and is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to DTC, or the Federal Transit Administration, as appropriate and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance

In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of the Contract, DTC shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

1. Withholding of payment to CONTRACTOR under the Contract until CONTRACTOR complies, and/or
2. Cancellation, termination or suspension of the Contract, in whole or in part.

f. Incorporation of Provisions

CONTRACTOR shall include the provisions of Paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as DTC or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request DTC to enter into such litigation to protect the interests of DTC and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

311 Delivery

Throughout this project and in the Contract, the terms delivery and completion are used interchangeably.

CONTRACTOR shall tender performance and/or completion of this project in the manner and at the place and time specified in the RFP. All deliveries are to be F.O.B. destination at DTC's Administrative Office, Detroit, Michigan 48226 or as otherwise designated on the Proposal form by DTC. It is agreed that the Proposal prices include freight.

312 Payment N/A

The Contractor shall be paid the Contract Sum in a series of progress payments and a final payment. On the date designated by the DTC, the Contractor shall submit to the DTC an itemized application for payment in a form acceptable to the DTC. Each application for payment shall include (a) a signed certification by the Contractor that the Work has progressed to the point indicated, the quality

of the Work covered by the application is in accordance with the Contract, and the Contractor is entitled to payment in the amount requested, and (b) a written waiver from the Contractor and its subcontractors and suppliers at any tier.

The Contractor warrants that title to all Work covered by an application for payment will pass to the DTC at the earlier of incorporation into the / or the time of payment. Neither progress payments nor partial or entire use or occupancy of the Work by the DTC shall constitute acceptance of the Work that is defective or is otherwise not in accordance with the Contract.

Payment shall be paid within one of the following periods whichever is later:

1. Forty (45) days after DTC receives Contractor invoice properly submitted and correct application for payment of the work and the invoice is not in dispute
2. Fifteen (15) days after DTC received the funds with which to make progress payment from a department or agency of the federal or state government.

All invoices shall be emailed to: Accounts Payable at accountspayable@thepeoplemover.com.

313 Substantial Completion N/A

The Work has achieved Substantial Completion when it meets all the following conditions: (1) it is sufficiently complete that it may be used for its intended purpose and only minor workflow “punch list” items remain to be completed or corrected. For purposes of Substantial Completion, “minor punch list items” are those that can be completed within thirty (30) days and will not interfere with the DTC’s use of the People Mover. When the Contractor believes that the Work is Substantially Complete, it shall deliver to the DTC a written certification of Substantial Completion, signed by the Contractor and accompanied by a written punch list of items remaining to be completed or corrected before Final Completion of the Work. The DTC shall then conduct a review. If Substantial Completion has been achieved, the DTC shall issue a written confirmation. The DTC may also add items to the punch list, if necessary.

314 Final Completion N/A

Final Completion is defined as the point at which Substantial Completion has been achieved, all punch list items noted at Substantial Completion have been completed, and the Contractor has delivered to the DTC all warranty and guarantee documents, Operation and Maintenance Manuals, and other documents it is required to deliver to the Owner under the Contract.

When the Contractor believes that it has achieved Final Completion of the Work, it shall deliver to the DTC a written certification of Final Completion, signed by the Contractor, together with its application for final payment. The application for final payment shall meet all the requirements for applications for progress payments, except that the Contractor shall submit a final lien and claim waiver.

The DTC shall conduct an inspection and, if Final Completion has been achieved, shall issue a written confirmation.

Final Payment. Final Payment of the Work shall be made within thirty (30) days of the date the DTC confirms that Final Completion has been achieved. Acceptance of final payment shall constitute a waiver of all of the Contractor’s claims relating to or arising out of the other than those that have been identified in the final

application for payment as remaining unsettled.

Right to Withhold Payments. The DTC may withhold any payment if any of the following occur: (1) the Contract Work is defective and such defects have not been remedied; or (2) a lien has been filed in connection with the Work against the Project and the Contractor, upon notice, has failed to remove the lien; or (3) the Contractor is otherwise in material breach of the Contract.

315 Prompt Payment (Prime Contractors) N/A

CONTRACTOR agrees to pay each subcontractor under this prime Contract for satisfactory performance of its contract no later than ten (5) days from the receipt of each payment CONTRACTOR receives from DTC. CONTRACTOR agrees further to return retainage payments to each subcontractor within ten (5) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of DTC. This clause lies to both DBE and non-DBE subcontractors.

316 Liquidated Damages for Delay N/A

FINAL COMPLETION MUST BE ACHIEVED. **CONTRACTOR will pay DTC the sum of *\$150.00** per each calendar day, excluding statutory holidays, that Contract goods or services are delayed beyond the delivery dates identified in the Scope of Work, subject to extensions granted thereto in writing.

CONTRACTOR may be granted an extension of time and will not be assessed with liquidated damages or the cost of review or testing for any portion of the delay in completion of the work beyond the time named in these specifications caused by acts of God, or of the public enemy, fire, floods, epidemics, strikes, labor disputes, and freight embargoes, or other causes beyond its reasonable control, provided that CONTRACTOR shall notify DTC in writing of the causes of delay within seven (7) days from the beginning of any such delay. DTC shall ascertain the facts and extent of the delay, and its findings thereon shall be final and conclusive. CONTRACTOR has the burden of proof that the delay was beyond its control.

The parties intend that the liquidated damages constitute compensation and not a penalty for the late deliveries. The parties acknowledge and agree that the harm caused by a late delivery to DTC would be impossible or very difficult to accurately estimate at the time of contract and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from a late delivery.

317 Taxes

The Contract price or prices for the commodities contained in the Contract are subject to increase or decrease by the amount of any additional tax or taxes or reduction of such tax or taxes, as the case may be, affecting such commodity imposed by or under authority of the Federal government or the State of Michigan which may be enacted after receipt of Proposals for the Contract and such changes shall continue in effect during the existence of such change in the tax or taxes; provided, however, that in the event of any increase in cost, a claim shall be presented by CONTRACTOR within thirty (30) days of the imposition of such tax and such claims shall be supported by evidence of such additional tax, satisfactory to DTC. Reductions in taxes will be deducted from the Contract price.

As a political subdivision of the State of Michigan, DTC is exempt from all sales, excise, federal gasoline, and transportation taxes, except State of Michigan gasoline and federal Superfund taxes. The price or prices bid, whether a unit price, lump sum price, lot

price, or a trade discount from catalog list prices, shall be exclusive of all such taxes. DTC's tax exempt number is 38-2637180.

318 Inspection

DTC reserves the right and shall be at liberty to inspect all materials and workmanship at any time during the process and shall have the right to reject all materials and workmanship which do not conform with the specifications; provided, however, DTC is under no duty to make such inspection and, if no such inspection is made, CONTRACTOR shall not be relieved of any obligation to furnish materials and workmanship strictly in accordance with the specifications. FTA shall be accorded the same inspection rights reserved by DTC in this clause. DTC will receive conforming deliveries for purposes of inspection. Acceptance of goods and services will not occur until after inspection or until a reasonable time for inspection has elapsed.

Except as otherwise provided in the Contract, CONTRACTOR shall be responsible for goods covered by the Contract until they are delivered at the designated delivery point, regardless of the point of inspection. After delivery to DTC at the designated point and prior to acceptance by DTC or rejection and giving notice thereof by DTC, DTC shall be responsible for the loss, destruction of, or damage to the goods. CONTRACTOR shall bear all risks as to rejected goods after CONTRACTOR retakes possession and/or control of such goods.

DTC may test deliveries before or after acceptance for conformance with the specifications. Such tests may be performed by independent laboratories. Where test results indicate nonconforming goods, the delivery and the goods will be rejected and the cost of the test charged to CONTRACTOR. Where acceptance has preceded testing, acceptance is deemed conditional and subject to revocation. DTC may reject goods and services and may revoke its acceptance without testing.

319 Explanations (Written and/or Oral)

Should CONTRACTOR find a discrepancy in or omissions from these specifications, or should it be in doubt as to their meaning, it shall at once make inquiry of DTC.

320 Audit and Inspection of Records

Upon reasonable request, CONTRACTOR shall permit the authorized representative of DTC, or any appropriate governmental agency, to inspect and audit all work, materials, payroll and other data and records relating to its performance under the Contract. The results of such audit or inspection and the information gained from same will not be released by DTC, except to such governmental agencies as may be appropriate

321 Right to Adjust Cost

If DTC determines during the life of the Contract that data submitted by CONTRACTOR is not correct, incomplete, or inaccurate, DTC shall be entitled to a downward adjustment in the cost of the applicable goods and services.

322 Failure to Meet Specifications

The delivery of any goods or services that do not in all respects conform to Contract specifications will be rejected and CONTRACTOR notified at once of such rejection and the reason therefore. If CONTRACTOR fails to effect immediate replacement of such rejected goods or services, DTC will purchase the goods or services of the character required in the open market, and CONTRACTOR and its surety shall be liable to DTC for any excess cost and expense occasioned DTC

thereby.

323 Quantity and Quality

CONTRACTOR agrees to deliver goods and services of the kind and quality specified and, in the quantities, specified. In the case of a requirements contract, the RFP specifies estimates of DTC's needs for the Contract duration. It is agreed that such estimates are presented for evaluation purposes only and are not to be considered firm requirements. Actual requirements may exceed or be less than these estimates.

324 Warranties

CONTRACTOR warrants that for a period of one (1) year (or for such longer period as may be prescribed in the Scope of Work or RFP) following acceptance of the goods and services delivered hereunder, that the goods and services are free of defects in materials and workmanship and further warrants that such goods and services are suited for the purposes intended and are of merchantable quality. CONTRACTOR further warrants that it holds good and marketable title in the goods delivered, and that such goods are free of all liens, security interests or other encumbrances. CONTRACTOR agrees that in the event the goods or services are not as specified herein and as warranted in these specifications, it will promptly cure the defect at its sole cost and expense. CONTRACTOR further agrees to indemnify DTC for all costs and damages, both incidental and consequential, resulting from the delivery of goods and services which fail to meet the aforesaid warranties. It is agreed that the goods and services provided hereunder are regarded as consumer goods and services.

325 Indemnification

a. To the fullest extent permitted by law, CONTRACTOR shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless DTC and its agents, representatives, and employees from and against all claims, actions, judgments, costs, penalties, liabilities, damages, losses and expenses, including but not limited to attorney's fees and worker's compensation benefits arising out of or resulting from the performance of the Contract, provided that any such claims, action, judgment, cost, penalty, liability, damage, loss or expense is:

1. attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the goods) including the loss of use resulting therefrom, and
2. Caused in whole or in part by a negligent act or omission of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone to whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

b. In any and all claims against DTC or any of its agents, representatives or employees by any

employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any subcontractor under worker's compensation acts, disability acts or other employee benefits acts.

326 Hold Harmless

CONTRACTOR agrees to hold DTC harmless from liability resulting from CONTRACTOR'S acts or omissions within the terms of this Contract; provided, however, CONTRACTOR shall not hold DTC harmless from any claims, demands, or causes of action arising in favor of any person or entity, growing out of incident to, or resulting directly or indirectly from the negligence of DTC, its officers, agents, representatives, or employees.

327 Disputes

The Federal Transit Administration Contract Clauses set forth in Section 400 shall apply to all disputes, regardless of amount. The parties agree that any dispute that is not resolved by the decision of the authorized representative shall be resolved by binding arbitration. Within thirty (30) business days after the issuance of the authorized representative's written decision on appeal, the dispute may be submitted for review and decision by binding arbitration. The arbitration shall be by a panel of three (3) arbitrators. CONTRACTOR and DTC shall each select one (1) arbitrator, who shall jointly select the third. CONTRACTOR shall be precluded from presenting any evidence at the arbitration that was not previously submitted to the authorized representative during the appeal. The prior decision of the authorized representative as to any question of fact shall be deemed final and conclusive, unless such decision is determined to have been fraudulent, capricious, arbitrary, as grossly erroneous as necessary to imply bad faith, or not supported by substantial evidence. The arbitrators shall have no power to change any provision of the Contract and the jurisdiction of the arbitrators is limited accordingly. If the Dispute exceeds \$50,000.00 in amount, a transcript of the proceedings and written opinion of the arbitrators shall be required, with the costs to be shared equally by DTC and CONTRACTOR. A judgment of the Circuit Court shall be rendered upon the award.

328 Attorney Fees

If DTC is required to commence an action to enforce the Contract or to recover any damages for its breach, DTC shall be entitled to recover its reasonable attorney fees.

329 Notification of Proceedings

DTC will give CONTRACTOR prompt notice in writing or by email of the institution of any suit or proceeding and permit CONTRACTOR to defend same and will give all needed information, assistance, and authority to enable CONTRACTOR to do so. CONTRACTOR will similarly give DTC immediate notice of any suit or action

filed or prompt notice of any claims made against CONTRACTOR arising out of the performance of this Contract. CONTRACTOR shall furnish immediately to DTC copies of all pertinent papers received by CONTRACTOR.

The sending or giving of any notice, invoice, or statement by U.S. Mail or by email will be addressed to the other at the respective addresses shown in the Contract.

330 Assignment

CONTRACTOR shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title, or interest in or to the same or any part thereof without prior written consent of DTC. Should said assignment be made by court order, all rights and obligations of CONTRACTOR under the Contract shall fall to and be incumbent upon CONTRACTOR's successors and assigns.

Any part of the Contract, including options that are not executed by DTC, may be assignable by DTC to any entity, public or private. Said options shall be executable or assignable by DTC from the award date to two years after the last article in DTC's initial order is delivered.

331 Covenants against Contingent Fees

CONTRACTOR warrants that no person or entity has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee for the purpose of securing business. For breach or violation of this covenant, DTC shall have the right to annul the Contract without liability at its discretion, to deduct from the Contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

332 Release of Information

CONTRACTOR agrees not to release data or information about the results of the agreed upon project to any person outside of DTC without first obtaining written authorization to release such information from DTC.

333 Ownership of Documents

DTC and FTA will become the sole and exclusive owners of all documents prepared by CONTRACTOR upon payment for same by DTC, except any documents which may be protected by patent, lease or other written documents which provide proof of ownership plus production drawings, bills of material, purchase orders, etc.

No reports, maps or other documents produced in whole or in part under the Contract shall be the subject of an application for copyright by or on behalf of CONTRACTOR.

CONTRACTOR shall, at its own expense, defend all suits or proceedings instituted against DTC and pay any award of damages assessed against DTC in such suits or proceedings, insofar as the same are based on any claim that materials furnished or work performed under the Contract constitutes an infringement of any patent, trade secret, copyright, or any other proprietary right to which DTC or FTA claims

ownership.

334 Retention of Records

CONTRACTOR shall retain all records pertaining to the Contract for a minimum of three (3) years from the date of all services to DTC.

335 Workmen's' Compensation Act

CONTRACTOR shall comply with the State law known as the Workmen's' Compensation Act and shall pay into the State insurance fund the necessary premiums required by the Act.

Any and all of the employees of CONTRACTOR while engaged in the performance of any work required by CONTRACTOR under the Contract shall be considered to be employees of CONTRACTOR only and not of DTC, and any and all claims that may arise from the Workers Compensation Act on behalf of said employees while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of CONTRACTOR's employees while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of CONTRACTOR.

CONTRACTOR may provide certifications in lieu of the above if said is a qualified self-insurer of Workers Compensation.

336 Social Securities Act/Unemployment Compensation, Etc.

CONTRACTOR shall be and remain an independent CONTRACTOR with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance and old age retirement benefits or annuities now or hereafter imposed under any State and Federal law which are measured by the wages, salaries or other remunerations paid to persons by CONTRACTOR on work performed under the terms of the Contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized State or Federal officials; and said CONTRACTOR also agrees to indemnify and save harmless DTC from any such contributions or liability therefore.

337 Interest of Members or Delegates to Congress

No member, or delegates to the Congress of the United States shall be admitted to any share of the Contract or to receive any benefit arising therefrom.

338 Conflict of Interest

No officer, agent or trustee of CONTRACTOR shall participate in the selection or administration of the Contract if a conflict of interest, real or apparent, would be involved or appear to be at issue.

339 Compliance with Laws and Regulations

All goods and services furnished pursuant to Contract specifications shall be in compliance with all applicable laws and the applicable regulations of all

appropriate governmental agencies, including without limitation the U.S. Department of Transportation, and the State of Michigan. CONTRACTOR acknowledges Federal and State laws and regulations may change during the life of the Contract and that the changed laws and regulations will apply to the Contract unless otherwise determined by Federal or State governments. CONTRACTOR shall, if requested by DTC, supply certification and evidence of such compliance.

340 Severability of Contract

If any term, provision, covenant or condition of the Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and in no way shall be affected, impaired or invalidated.

Applicable Law and Jurisdiction

This agreement has been executed in Wayne County, Michigan and shall be construed and governed according to the laws of the State of Michigan. The parties agree that the Wayne County Circuit Court shall have jurisdiction to hear any dispute related to the Contract.

341 Integrated Agreement

The RFP, Proposal, Addendum(s) (if any), DTC Resolution Awarding a Contract, Contract and Contract Amendment(s) (if any), shall constitute the entire agreement between the parties. No oral modifications or representations are enforceable unless reduced to written form, signed by both parties, and annexed hereto prior to performance of the modified work. Additional terms and conditions submitted by CONTRACTOR with its Proposal are disregarded unless specifically accepted in writing.

Neither party to this agreement has been induced to make or enter into the agreement by reason of any promise; agreement, representation, statement or warranty other than is contained herein or in CONTRACTOR's Proposal.

Should any part of this agreement be held unenforceable by any competent judicial body, such determination shall not affect the remainder thereof and the balance of this agreement shall remain in full force and effect.

342 Procurement

CONTRACTOR and its Subcontractors will not make any procurements using exclusionary or discriminatory specifications, state or local geographic preferences, and shall comply with Buy America regulations at 49 CFR 661 and shall make contract awards to other than the lowest, responsive and responsible Bidder/Proposer only when such award meets the requirements of 49 CFR 53 and C 4220.1G.

343 Contractor's Representation

CONTRACTOR represents and warrants that its Proposal was genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, and that CONTRACTOR has not, directly or indirectly, induced or solicited any other person to submit a sham Bid/Proposal, or any other person, firm or

corporation to refrain from submitting a Proposal, and that CONTRACTOR has not in any manner sought by collusion to secure itself an advantage over any other contractor.

344 DTC's Understanding

DTC enters the Contract under the assumption of truth regarding all facts presented by CONTRACTOR, its Proposal and the Proposal specifications. In the event that any information contained in that CONTRACTOR's Bid/Proposal is found to be inaccurate, DTC may exercise its rights to void the Contract as discussed under the section of the Contract labeled Termination.

345 OEM Part Numbers N/A

CONTRACTOR shall supply DTC with the OEM part numbers for all parts used in any equipment purchased under the Contract.

346 Non-Smoking Policy

DTC's entire facility, including rail cars, stations, offices, maintenance areas, stores, vehicle servicing areas, lanes, parking lots and driveways, is a non-smoking facility. Smoking is prohibited everywhere. CONTRACTOR, its employees and sub-contractors shall adhere to this policy at all times. Any contractor or its employees found violating this policy will be removed from the property for the day and DTC will withhold payment for the subject time period.

347 Suspension of Work during Alerts Issued by Homeland Security Advisory System

When the National Terrorism Advisory System or the Federal Transit Administration issues a Threat Alert, DTC shall have the right to suspend or delay completion of work under the Contract and take additional action as DTC deems necessary to secure DTC's facilities as follows:

- DTC shall have the right to delay or suspend all non-vital facilities work, as determined in its sole discretion, monitor all work areas and CONTRACTOR's personnel and equipment entering work areas.
- DTC shall have the right to suspend all non-critical maintenance and capital work, as determined in its sole discretion, and to restrict or deny access to work areas.
- DTC shall have the right to suspend all maintenance and capital work, as determined in its sole discretion, and to restrict or deny access to work areas.

DTC shall provide notice to CONTRACTOR, as soon as is practicable, of the receipt of a Threat Alert and the effect such alert will have upon the work of CONTRACTOR.

To facilitate the provision of such notice, CONTRACTOR is required to provide the Program Manager with emergency contact information in the form of cell numbers, facsimile numbers and e-mail addresses to which such notices may be forwarded, and to keep said numbers current.

Notice or attempted notice given to the most recent points of contact shall be deemed to be sufficient notice to CONTRACTOR that work shall be delayed or suspended in accordance with this paragraph. Any delay or suspension of work

required under this paragraph shall not entitle CONTRACTOR to any claims for additional compensation under the Contract.

Should the National Terrorism Advisory System or the Federal Transit Administration adopt a different method of identifying threats to homeland security, or if the National Terrorism Advisory System or the Federal Transit Administration adopts rules binding upon DTC for the suspension of work which differ from those set forth herein, the Contract shall be modified by written agreement of the parties to reflect such changes.

348 Identification of CONTRACTOR Personnel

CONTRACTOR shall provide personnel who enter upon DTC's property with distinctive identification badges showing the employer's name, the employee's name, the employee's job title and any employee identification number assigned to such employee. All personnel shall display these badges prominently upon their persons while on DTC's property. DTC will allow only properly certified personnel of CONTRACTOR on its property.

DTC shall have the right to require CONTRACTOR to conduct background checks on its employees and to remove from DTC's property any employee DTC considers incompetent, careless, or who constitutes a security risk or safety hazard. CONTRACTOR's personnel must have all appropriate documentation, as determined by DTC, to gain access to DTC property.

DTC will advise CONTRACTOR in writing of the necessary documentation and identification required to gain access to DTC property, based upon the Federal Department of Homeland Security threat level in effect from time to time, and subject to any additional security requirements mandated by the Federal Department of Homeland Security, the Federal Transit Administration, or any other federal or state agency.

349 Funding Agencies

The Federal Transit Administration is the federal agency through which funds may have been granted to DTC in support of this project. The Federal Transit Administration is located at:

Suite 320 200 West Adams Street Chicago, Illinois 60606
(312) 353-2789

The Michigan Department of Transportation is the state agency through which funds may have been granted to DTC in support of this project. The Michigan Department of Transportation is located at:

State Transportation Building 425 W. Ottawa St.
P.O. Box 30050 Lansing, MI 48909 517-373-2090

350 Federal Agencies

This procurement is governed by the latest versions of Federal Transit Administration Circular C 4220.1G, as amended, U.S. Department of Transportation's Uniform Administrative Requirements (49 CFR 18) and the Federal Acquisition Regulation. These are listed in descending order of application.

351 Work Authorization Permit

The Detroit City Code provides that any activity performed within fifty feet (50 ft.) of the Detroit People Mover is subject to the authorization of DTC, owner and operator of the Detroit People Mover. This authorization is provided in the form of a Work Authorization Permit (WAP) issued by DTC and must be completed and roved by DTC prior to commencement of the activity to be performed. It is imperative that all contractors adhere to this provision. Notwithstanding anything to the contrary, violation of the WAP shall be grounds for immediate termination of the Contract by DTC.

352 Safety Procedures

Contractors are responsible for establishing, implementing and maintaining their safety program to meet the goals and objectives as stated by DTC and for monitoring the programs of their subcontractors and supplier to ensure compliance with DTC expectations and rules. CONTRACTOR is responsible for ensuring that all work under contract complies with applicable Federal, State, and local safety codes and regulations, including Michigan MIOSHA and Federal OSHA standards contained and referenced in these standards and for ensuring safe work performance of employees and subcontractors. These standards also apply to offsite activities, equipment, and facilities that primarily support the contract work. Notwithstanding anything to the contrary, violation of safety procedures shall be grounds for immediate termination of this Contract by DTC.

All contractors are retained after solicitation from the Procurement Division which sets forth the requirements that the contractor represents and warrants to DTC that all Materials and/or Services furnished under the contract satisfy system safety requirements.

- Contractor must eliminate identified hazards or reduce associates risks and must select least risk hazardous materials.
- Contractor must isolate hazardous substances, components and operations from other activities, areas, personnel and incompatible materials.
- Contractor must locate equipment so that access during operations, servicing, maintenance, repair or adjustment minimizes personnel exposure to hazards.
- Contractor must minimize risk resulting from excessive environmental conditions
- Contractor must design to minimize risk created by human error in operation and support of the system.
- Contractor must protect the power sources, controls and critical components of redundant subsystems by physical separation of shielding.
- Contractor must provide warning and safety devices when alternate design cannot eliminate a hazard and warning and caution notes in operations, maintenance, and repair instructions and distinctive markings on hazardous components and materials, equipment and facilities to ensure personnel and equipment protection.

Contractor must provide training for its employees and design review to avert or minimize the severity of personnel injury or damage to equipment.

353 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.

354 Safety and Security Certifiable Element N/A

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 [X] 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.

355 Interest of Members or Delegates to Congress

No member, or delegates to the Congress of the United States shall be admitted to any share of this contract or to receive any benefit arising therefrom.

356 Privacy

CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, CONTRACTOR agrees to obtain the express consent of the Federal Government before

CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

357 Compliance with Laws and Regulations

All materials and supplies furnished pursuant to the specifications shall be in compliance with the laws and regulations of the U.S. Department of Transportation/Federal Department of Transportation and the State of Michigan. CONTRACTOR acknowledges Federal and/or State laws and regulations may change during the life of this contract and that the changed laws and regulations will apply to this contract unless otherwise determined by Federal and/or State governments. CONTRACTOR shall, if requested by DTC, supply certification and evidence of such compliance. The contract shall be construed pursuant to the laws of the State of Michigan.

**SECTION 400
CONTRACTOR
CERTIFICATIONS**

CONTRACTOR CERTIFICATIONS

The following certifications and forms are a material part of DTC's Invitation for Request for Proposals (RFP). The following proposer certifications and forms must be submitted with the Bid/Proposal. Failure to include fully executed originals of these certifications and forms, which include all the required information, may result in the rejection of the Bid/Proposal as unqualified and/or unresponsive to the RFP.

- Hold Harmless Agreement
- Representations and Certifications
- Exceptions to Terms and Conditions
- Addendum Certification
- Non-Conflict of Interest Certification
- Name, Legal Status, and Authorizing Signature
- Certification of Procurement Integrity
- Free Competition Bidding Affidavit

Hold Harmless Agreement

The Vendor shall indemnify, defend and hold harmless Detroit Transportation Corporation (DTC), DTC's representatives, officers, directors, shareholders, partners, employees, and agents, (collectively, 'DTC's Indemnified Parties') from and against any and all claims, actions, losses, damages, liabilities, costs and expenses (including without limitation, reasonable attorneys' fees and disbursements) resulting from damage to property (other than to the Work) or injury to, or death of, persons in or about the Project caused by, arising out of or in connection with the construction, services, labor, materials and equipment which, on or after the date hereof, have been performed, provided or supplied to the Project, by the Vendor, its consultants, subcontractors, laborers, suppliers or materialmen, at any tier, and their respective agents and employees, whether incorporated or not incorporated in the Project and whether or not completed or partially completed (collectively, the 'Vendor's Work'), except to the extent wholly or partially caused by the negligence or wrongful acts of any of DTC's Indemnified Parties.

The Vendor shall defend or cause to be defended, at no expense to any of DTC's Indemnified Parties, any claim, action or proceeding brought against any of DTC's Indemnified Parties or any of DTC's

Indemnified Parties and the Vendor, jointly and severally, arising out of the foregoing; and the Vendor shall hold DTC's Indemnified Parties harmless from any judgment, loss, damage or settlement on account thereof. DTC's Indemnified Parties shall promptly notify the Vendor of any claim which may be asserted for which indemnity might be sought. The Vendor shall have the right to defend any such claim at its sole cost and expense. The indemnity contained therein shall survive the expiration or sooner termination of this Agreement. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this section.

In claims against any person or entity indemnified by an employee of the Vendor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Vendor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

_____ Signature	_____ Date
_____ Name Printed	_____ Title
_____ Company	_____ Number
_____ Address	
_____ City, State, Zip	

Representations and Certifications

Proposer's firm is as: (check or complete applicable boxes)

- an individual
- a partnership
- a non-profit organization
- a corporation, incorporated under the laws of the State of _____
- a limited liability corporation (LLC)
- other, _____

CERTIFICATIONS

Covenants against Gratuities:

Neither Proposer nor any of its employees, representatives or agents have offered or given gratuities or will offer or give gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of DTC with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to Proposer selection or the performance of the Contract. The undersigned Proposer certifies that the foregoing is true.

Date _____ Proposer _____

Authorized Representative

Exceptions to Terms and Conditions

This is a Request for Proposals. Bidders/Proposers who wish to take exception to or modify anything in Section 300 should provide the description and reason for any such changes. These Terms and Conditions are fairly universal in the transit industry and DTC discourages exceptions and modifications. Additionally, certain exceptions or modifications may result in the rejection of a Bid/Proposal or may be considered in the selection of a competing Bid/Proposal. Use this and other pages to describe your request. Be sure to cite Section-Page-Paragraph-Line numbers.

Addendum Certification

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

ADDENDUM

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

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

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

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Non-Conflict of Interest Certification

The Bidder/Proposer certifies, to the best of his or her knowledge and belief, that:

1. Bidder/Proposer has no personal or financial interest and shall not acquire any personal or financial interest, direct or indirect, that would conflict in any manner or degree with the performance of the work under the proposed contract. Bidder/Proposer further certifies that in the performance of the proposed contract, no person having any such interest shall be employed by it.
1. No officer, agent, or employee of DTC, and no other public official who exercises any functions or responsibilities in the review or approval of this Bid/Proposal, or in the review or approval of the performance of any resulting contract, has any personal or financial interest, direct or indirect, in the proposed contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.
2. Bidder/Proposer has not employed and will not employ any person to solicit or secure the proposed contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for Bidder/Proposer, either directly or indirectly, and acknowledges that if this certification is breached, DTC may, at its option, terminate any proposed or resulting contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to Bidder/Proposer under such contract any portion of any such commission, percentage, brokerage, or contingent fee.
3. Bidder/Proposer is/are the only person(s) with me in the profits of the herein contained contract; that the contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said work; that the said contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.
4. No officer, agent, or employee of DTC, and no other public official who exercises any functions or responsibilities in the review or approval of this Bid/Proposal, or in the review or approval of the performance of any resulting contract, has any personal or financial interest, direct or indirect, in the proposed contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.
5. Bidder/Proposer has not employed and will not employ any person to solicit or secure the

proposed contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for Bidder/Proposer, either directly or indirectly, and acknowledges that if this certification is breached, DTC may, at its option, terminate any proposed or resulting contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to Bidder/Proposer under such contract any portion of any such commission, percentage, brokerage, or contingent fee.

6. Bidder/Proposer is/are the only person(s) with me in the profits of the herein contained contract; that the contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said work; that the said contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.

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: _____

(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

UNSIGNED BIDS/PROPOSALS CANNOT BE CONSIDERED

Certificate of Procurement Integrity

This certification concerns a matter within the jurisdiction of an agency or grant recipient of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 USC 501.

I, _____, am the officer or employee responsible for the preparation of this offer or bid and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of Subsection 27(a), (b), (c), or (e), of the Office of Federal Procurement Policy Act (41 USC 423, effective July 16, 1989) (hereinafter referred to as "the Act"), as implemented in the Federal Acquisition Regulation (FAR), occurring during the conduct of this procurement.

As required by Subsection 27(d)(12)(B) of the Act, I further certify that each officer, employee, agent, representative, and consultant of _____ (name of bidder or proposer) who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and comply with, the requirements of Subsection 17(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning any violation or possible violation of the Act, as implemented in the FAR, pertaining to this procurement.

List violations or possible violations below. ENTER "NONE" IF NONE EXIST. Continue on plain paper if necessary and label the plain paper "Certificate of Procurement Integrity (continuation Sheet)".

Bidder/Proposer Executes Here

Signature: _____
Date: _____

Free Competition Bidding Affidavit
(Section 112 (c) of Title 23, USC)

Project Name: _____

State of: _____ County of: _____

I, _____ an authorized representative, being duly sworn,
(Name and Title)

Deposes, says, and certifies that: _____ has
(Bidder/Proposer)

Not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition bidding in connection with this solicitation or any resulting contract.

(Signature)

Taken, subscribed, and sworn to before me this _____ day of _____, 20__

Notary Seal

(Signature of Notary Public)

My Commission Expires: _____