



CITY OF DETROIT  
 DETROIT DEPARTMENT OF  
 TRANSPORTATION  
 PURCHASING/CONTRACT  
 ADMINISTRATION DIVISION  
 1301 E. WARREN AVENUE  
 DETROIT, MICHIGAN 48207  
 313 • 833 • 7360  
 313 • 833 • 5338 (FAX)

**PLEASE RETURN THIS FORM** even though you cannot submit a bid and state your reason. Your name may be removed from the mailing list for failure to bid and/or failure to state reasons for not submitting a bid.

**DDOT Request for Quotation**

RFQ NUMBER 50346 REVISION 1 PAGE

THE ABOVE NUMBER MUST APPEAR ON ALL CORRESPONDENCE.

SHIP TO  
 1301 E Warren Ave  
 Detroit, MI 48207  
 US

BILL TO  
 1301 E Warren Ave  
 Detroit, MI 48207  
 US

SUPPLIER

COPY

SUPPLIER NO. 1015464	DATE OF ORDER/BUYER 27-MAR-15	REVISED DATE/BUYER 31-MAR-15 A Morgan
PAYMENT TERMS Net 30	SHIP VIA Lowest Cost Carrier	F.O.B. Delivered
FREIGHT TERMS Account of Seller	REQUESTOR/DELIVER TO Sealed Bid	CONFIRM TO / TELEPHONE
DUE DATE 06-APR-15	QUOTE INFORMATION VALID FROM 06-APR-15 TO 06-JUL-15	

LINE	ITEM NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
	THIS IS AN INFORMAL SOLICITATION						
	BIDS MUST BE SUBMITTED TO:						
	DETROIT DEPARTMENT OF TRANSPORTATION ADMINISTRATION OFFICE ATTN: AL MORGAN, PURCHASING SPECIALIST 1301 E. WARREN AVE., DETROIT, MI 48207						
	SEALED BIDS ARE DUE ON/OR BEFORE 10 A.M. ON APRIL 6, 2015						
	BIDS WILL BE OPENED BUT NOT READ AT THE SAME LOCATION AT 1:00 P.M ON APRIL 6, 2015						
	FURNISH: INFORMAL; TO PROVIDE DDOT WITH HYDRAULIC PRESS KIT FOR A ONE-TIME PURCHASE; DIRECT ALL QUESTIONS TO AL MORGAN AT MORGANAL@DETROITMI.GOV						
	ALL VENDORS SUBMITTING A BID FOR CONSIDERATION ARE REQUIRED TO PROVIDE A SEALED BID IN A HARD COPY FORMAT WITH ONE ORIGINAL; ONE (1) COPY AND A SOFT COPY ON A FLASH DRIVE .						
	THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS RFQ ARE APART THEREOF:						
	A. SIGNATURE PAGE (ONE PAGE) B. NO BID STATEMENT (ONE PAGE) C. TERMS AND CONDITIONS D. SPECIFICATIONS E. GENERAL CONDITIONS G. SPECIAL CONDITIONS						

**This Is Not An Order**

Do Not Detach - Return All Papers



**RFQ DOCUMENT SIGNATURE PAGE**

**ASSIGNMENT:** A Contractor shall not assign any Purchase Order or Contract or any monies due therefrom without prior approval of the Purchasing Director, the Finance Director and in some cases the City Council. Contact the Purchasing Agent for proper procedure.

**\*\*\*UNSIGNED BIDS CANNOT BE CONSIDERED\*\*\***

IN THE FURTHER DESCRIPTION OF THIS PROPOSAL, WE SUBMIT INFORMATION IDENTIFIED AS FOLLOWS:

BIDDING UNDER THE NAME OF: \_\_\_\_\_  
(PRINT FULL LEGAL NAME)

(PURCHASE ORDER WILL BE ISSUED AND PAYMENT WILL BE MADE ONLY IN THE NAME ABOVE. ALL PAYMENTS ARE TO BE MAILED. VENDOR PICK-UP OF PAYMENT IS NOT ACCEPTABLE)

MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
(ZIP CODE)

PAYMENT MAILING ADDRESS: \_\_\_\_\_  
(IF DIFFERENT FROM ABOVE) \_\_\_\_\_  
(ZIP CODE)

BUSINESS ADDRESS: \_\_\_\_\_  
(CHECK ONE): \_\_\_\_\_  
LEASE \_\_\_ RENT \_\_\_ OWN \_\_\_ (ZIP CODE)

FEDERAL EMPLOYER ID #: \_\_\_\_\_

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 OFFICER OF FIRM, THE PERSON SIGNING MUST HAVE AUTHORITY TO COMMIT THE FIRM TO THIS BID.**

E-MAIL: \_\_\_\_\_

**AUTHORIZED SIGNATURE:**

DATE \_\_\_\_\_

SIGNED: \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

PRINTED \_\_\_\_\_

FAX NO. \_\_\_\_\_

TITLE/POSITION \_\_\_\_\_

CELL PHONE NUMBER: \_\_\_\_\_

ALTERNATE COMPANY CONTACT \_\_\_\_\_

**THIS FORM MUST BE FILLED OUT IN ITS ENTIRETY. FAILURE TO COMPLETE FORM MAY BE CAUSE FOR REJECTION.**

**STATEMENT OF NO BID/Proposal**

**RFP #**

We, the undersigned, have declined to quote on Bid No. RFP \_\_\_\_\_ for the following reason (s):  
(Check all that apply)

- \_\_\_\_\_ *City of Detroit payment issues (specify below).*
- \_\_\_\_\_ *We do not offer this product or the equivalent.*
- \_\_\_\_\_ *Unclear description/specifications (specify below).*
- \_\_\_\_\_ *Insufficient time to respond to the invitation to bid.*
- \_\_\_\_\_ *Unable to meet the bond requirements.*
- \_\_\_\_\_ *Our product schedule would not permit us to meet your needs at this time.*
- \_\_\_\_\_ *Other (specify below).*

**REMARKS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# HYDRAULIC PRESS KIT

RFQ # 50346

## **FURNISH:**

**FOR THE DEPARTMENT OF TRANSPORTATION A HYDRAULIC PRESS KIT TO BE USE FOR R&R KING PIN ON FLEET COACHES; ONE-TIME PURCHASE, ZERO (0) OPTIONS FOR RENEWAL**

## **GENERAL CONDITIONS:**

It is the responsibility of the Bidder to review General Conditions as specified pages 1 through 4. In your quotation a distinction between dollars and cents must be made. Also, illegible bids may be grounds for rejection of your bid.

## **SPECIAL CONDITIONS**

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

## **QUOTATIONS/PROPOSALS:**

Bidders **MUST** submit an original, one copy and a soft copy on flash drive. Failure to do so maybe grounds for rejection; all flash drives become the property of the City of Detroit Purchasing Division. Additionally, duplicate copies of all descriptive literature and/or samples must be provided as requested. Failure to submit both will be grounds for rejection.

## **BID WITHDRAWAL:**

No bid shall be withdrawn for 90 days from submission deadline. Bidders may reduce this period if stated on bid, but such bids may be rejected on the basis of the reduced time period. This paragraph supersedes paragraph 14 of the General Conditions.

## **MINOR DEVIATIONS:**

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

Additional bids submitted on brands other than the brands referenced in the specification shall clearly be labeled (ALTERNATE). Alternate bids submitted will be at no cost to the city of Detroit.

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

## **RESPONSIBILITIES:**

The responsibilities under this (proposed) contract are that the City of Detroit is obligated during the period stipulated to purchase all of its NORMAL REQUIREMENTS of the above referenced products and/or services from the contractor, and the contractor is obligated to supply the quantities and/or services which the City of Detroit requires for its operations. Requirements stated herein are approximate but are for entire normal requirements, whether more or less. Requirements stated are not guaranteed.

## **AWARD:**

One award will be made on a low total net bid basis. Bidders shall quote on all items, leave no blanks and state "No Charge" where applicable. Blank spaces are considered to be no offer. The City of Detroit reserves the right to delete any item(s) from the award.

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

## **CONTRACT ACCEPTANCE:**

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

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

**HYDRAULIC PRESS KIT**  
**RFQ # 50346**

**SPECIFICATION CHECK:**

We have read the specifications thoroughly and we:

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

SIGNED: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**COMPLIANCE WITH LAWS:**

The contractor shall fully comply with all Local, State, and Federal laws, Ordinances, and Regulations applicable to this contract and the work to be done hereunder.  
The contractor shall secure, at no extra cost to the City of Detroit, all Permits and Licenses necessary for the performance of the work and shall fully comply with all their terms and conditions.

**STOCKING FACILITY:**

The successful bidder will be required to have a stocking facility within the Detroit Metropolitan area or a toll free telephone number to expedite deliveries to using departments.  
 Our stocking facility is located at: \_\_\_\_\_ and our Detroit representative is \_\_\_\_\_  
 Our toll free telephone number is \_\_\_\_\_

**PRICE:**

All prices are to be FIRM.

**EXPERIENCE AND REFERENCES:**

Past performance and experience are factors in making the award.  
We have furnished goods and/ or services of a similar nature, as follows (Complete in entirety):

	<b>COMPANY</b>	<b>ADDRESS</b>	<b>PHONE NO.</b>	<b>CONTACT</b>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

**REMANUFACTURED/REFURBISHED EQUIPMENT**

It is the responsibility of the bidder to indicate if the unit supplied is remanufactured or refurbished. Failure to provide this information may result in rejection of your bid.

MODEL \_\_\_\_\_  
Manufactured by \_\_\_\_\_  
And described in the attached literature marked \_\_\_\_\_ for identification.

\_\_\_\_ NEW UNIT  
\_\_\_\_ REMANUFACTURED/REFURBISHED

The decision of the City of Detroit, acting through the Purchasing Director, shall be final as to what constitutes an acceptable remanufactured/refurbished unit.

**ITEMS FOR EVALUATION:**

For bids based on a discount from Published Price List, quantities listed on the attached sheet entitled %ITEMS FOR EVALUATION+will be used for determining award of contract only and are not guaranteed. These items are not to be considered as the only items to be purchased. Evaluation will be made in the Purchasing Division by multiplying the quantity indicated in this bid form for each item by the Catalog Price less Discount. Enter the gross price of the items for evaluation. City of Detroit will compute net price. **DO NOT QUOTE PRICES FOR ITEMS NOT LISTED OR REQUESTED IN BID.**

**OPTIONAL ITEMS: (all options must be evaluated with the bid)**

All optional items must be evaluated prior to award. Do not include optional items in the total bid price; however they will be reviewed as part bid analysis. The City of Detroit shall have the option of adding desired quantities of these items to the purchase order. The bidder shall list the model number and price for each listed item. In the event a single device is capable of satisfying two(2) or more features required, the bidder shall so state, giving

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details.

## ORDER QUANTITIES:

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

## LITERATURE:

Descriptive literature showing the unit's dimensions and features **must** be included. If the size, capacity, or features of the unit, or any of its components are not clearly defined in the printed literature submitted with the Bid, the Bidder shall furnish supportive data in sufficient detail so that the unit may be checked for conformity to the specifications.

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

## SHIPMENT:

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

The City of Detroit wherein referred to shall mean the City of Detroit, acting through the Purchasing Director.

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

**PROMPT DELIVERY WILL BE A FACTOR IN MAKING THE AWARD.** The contractor will be expected to make partial deliveries within 24 hours. It is necessary for the City of Detroit to have local stock available for emergency pick-up orders. The stock is to be available directly from the successful bidder. **%LOCAL+means** within the Detroit Metropolitan area.

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

City of Detroit  
Department of Transportation  
1301 E Warren Ave  
Detroit, MI 48207-1034

DDOT - Coolidge Terminal  
14044 Schaefer  
Detroit, MI 48227

DDOT . Gilbert Terminal  
5600 Wabash  
Detroit, MI 48208

DDOT . Shoemaker Terminal  
5149 St. Jean St  
Detroit, MI 48213

**DELIVERY:** Is desired within \_\_\_\_\_ days from receipt of Purchase Order or Stores Release.  
( ) We can meet the above delivery  
( ) We cannot meet the above delivery schedule but offer the following:

The City of Detroit reserves the right to reject low bids offering unsatisfactory delivery. For all deliveries to

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agencies within the City-County Building, it shall be the vendor's or contractor's responsibility to transport the items from the dock area up to the individual locations.

ADDITIONAL PURCHASES:

- ( ) We will
( ) We will NOT

upon request of the City, accept Purchase Orders for additional goods/and/or service herein specified at the same prices and under the same terms and conditions until the end of the current production schedule.

BIDDERS QUALIFICATION CRITERIA:

Bidders offering proposals on equipment and/or supplies must be on an authorized Original Equipment Manufacturer's Agency List, authorized and capable, under explicit contractual agreement, to enforce the manufacturer's warranty, as well as repair (should it become necessary) without the necessity of outsourcing for unauthorized repair.

We are in compliance with the Bidders Qualification Criteria as stated above:

- [ ] Yes [ ] No

(Signature)

Prior to award, verification of the above may be required in the form of a letter from the manufacturer stating confirmation of your compliance with the Bidders Qualification Criteria. Failure to provide written confirmation from the manufacturer may result in the rejection of your bid.

REFERENCES:

We have manufactured and furnished printed material to the following:

Table with 5 columns: Name of Organization, Date Furnished, Description of Item, Contact Person, Telephone Number. Rows 1, 2, 3 with blank lines for input.

INSURANCE:

- I. The Contractor shall maintain at its expense during the term of this contract, the following insurance:
A. Workers Compensation insurance with Michigan statutory limits and Employers Liability insurance with limits of \$500,000.00 each accident, \$500,000.00 each disease, \$500,000.00 each disease/each employee. For Federal and State Funded Training Programs and etc., is required to secure insurance for workers compensation for all of its participants and The City of Detroit should also be listed as an additional insured.
B. Commercial General Liability insurance with a combined single limits of \$1,000,000.00 per occurrence subject to a minimum aggregate limit of \$2,000,000.00
C. Automobile Liability insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability insurance with a minimum combined single limit of \$1,000,000.00. Include MCS90 endorsement (if hazardous waste will be transported by vendors auto) with minimum property damage limits of \$1,000,000.00 each occurrence.
II. If during the term of this contract, changed conditions or other pertinent factors, should in the reasonable judgment of the City, render inadequate the insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the contractor's expense, under valid and enforceable policies.
III. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days' prior notice to the City. The Commercial General Liability insurance policy shall name the City as an additional insured. Certificates of insurance evidencing such coverage shall be submitted to the Finance Department, Purchasing Division, prior to the commencement of performance under this contract and at least fifteen (15) days prior to the expiration dates of expiring policies.

DETROIT EQUALIZATION FACTOR: DOES NOT APPLY in accordance with Federal Transit Administration regulation (FTA C4220.1d ) prohibiting the use of statutorily or administratively imposed in state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal

## HYDRAULIC PRESS KIT

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statutes expressly mandate or encourage preference. This does not pre-empt State of Michigan licensing laws.

### **CLEARANCES**

The successful vendor will be required to obtain approved clearances from the Income Tax Division, Revenue Collections Division and Human Rights Department prior to City Council approval of the contract. Clearance forms for these agencies have been attached to this RFQ. Please fill them out completely and return them to the respective agencies by mail, fax, or dropping them off to the individual offices. It is the Vendor's responsibility to obtain clearances. Approved clearances are not required to submit the bid, but will be required of the successful vendor prior to City Council approval.

### **TERMINATION OF CONTRACT:**

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

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

### **INVOICING:**

All invoices submitted against the contract must include part or item numbers and part or item description, list price, and applicable discount.

Items not properly invoiced will not be paid. It is the vendor's responsibility to ensure delivery of invoice(s) to the proper City Dept/Div/Personnel. Invoices must meet the following conditions for payment:

- a) Price on invoice must correspond to the pricing listed on purchase order and/or contract.
- b) Contractor must submit price lists in accordance with bid requirements.
- c) **Original** invoice **must** be submitted to the appropriate City of Detroit Account's Payable Section.

**Copy** of invoice **must** be submitted to the department personnel identified on the purchase order as being responsible for processing payment. If a department contact person is not listed on the purchase order the vendor shall request in writing, from the Purchasing Division the name and phone number of the contact person responsible for processing payment.

### **TERMS OF PAYMENT:**

A discount of \_\_\_\_\_% will be allowed for payment of invoice within thirty (30) days of delivery and acceptance of the above items and vendor's invoice. Other terms less than thirty (30) days, E,O,M., Proximo, etc., shall not be considered. Payment terms will not be considered in determining the award of the contract(s), except in the case of tie bids. However, discounts may be offered to facilitate prompt payment.

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

This paragraph supersedes paragraph 4 of the General Conditions.

This bid solicitation includes the City of Detroit's preference for environmentally preferred goods and services where applicable. It also is the intention of the City to utilize and compare responses to this bid to available cooperative purchases resources. For a complete explanation refer to Chapter 18 of the 1984 Detroit City Code, Finance and Taxation, Article V, Purchases and Supplies, Division 1, Goods and Services

- MiDeal
- U.S. General Services Administration (GSA)
- Western States Contracting Alliance
- National Intergovernmental Purchasing Alliance (IPA)
- National Joint Powers Alliance (NJPA)
- U.S. Communities

SECTION II  
Specifications

See attached

## Section III General Conditions

**1. Procurement Policy.** Procurement for the City of Detroit, shall be carried out in a manner which provides a fair opportunity to all eligible bidders to participate. This bid shall be made without collusion with any other person, firm or corporation making any bid or proposal, or who otherwise make a bid or proposal.

**2. Non-Discrimination Clause.** In Accordance with all Federal and State Legislation and Regulations governing Fair Employment. Including but not limited to, Title VII of the Civil Rights Act of 1964 the Michigan Civil Rights Act and the Michigan Handicappers Civil Rights Act, the bidder agrees that it will not discriminate against employees or applicants for employment with respect to hire, tenure, terms, conditions or privileges of employment because of religion, race, color, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the ability of the individual to perform the duties of a particular assignment or position. The bidder recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against the bidder or its subcontractors, or both, in order to provide for efficient cooperation and coordination in the handling of Contract compliance programs as provided in the Elliott-Larsen Civil Rights Act, as amended, and the Michigan Handicappers Civil Rights Act, as amended. The Detroit Human Rights Department, The Detroit Human Rights Commission, the Michigan Department of Civil Rights and the Michigan Civil Rights Commission by mutual agreement, have authorized the Detroit Human Rights Department in a Contract compliance program to monitor all Contractors doing business with the City and to review the employment practices of Contractors seeking to do business with the City prior to entering into a Contract so that the mandates of Section 209 of the Michigan Civil Rights Act are carried out. The bidder agrees to include this paragraph number 2 in any subcontract. Breach of this covenant may be regarded as a material breach of the Contract.

**3. Unit Prices, Notations, and Workmanship.** Prices and notations must be typed or in ink. Prices shall be for new items only unless specified otherwise in this Formal Bid Document. No erasures or ~~white-outs~~ are permitted. Mistakes may be crossed out and corrections entered and initialed in ink by the persons signing the bid document. Unit prices shall be stated based on units specified. The bidder may quote on all or a portion of a quantity as specified. Quote on each item separately and indicate brand name or make. All materials furnished must be new, of latest model and standard first-grade quality, of best workmanship and design, unless expressly specified.

**4. Prices Quoted/Cash Discounts.** Prices quoted must be net of discounts. Cash discounts will be considered in the determination of low bidder, provided discounts are based on periods of 30 days or more after acceptance of goods or billing on bidder's invoice, whichever is later. Where net is equal to bid with cash discount deducted, award will be made to the net bid. The bidder shall extend and total the bids.

**5. Sales Tax Exemption.** The City is exempt from sales tax on those articles which the City buys for its own use. Articles bought by the bidder and incorporated into other products are taxable to the bidder. Such tax should be included in the price and will not be paid as an extra by the City. Sales tax is excluded from incorporated products when the final product is sold to non-profit housing projects.

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

If any of the terms and conditions prevent you from bidding, or if you wish to request revisions of specifications, or a change in quantity which will result in lower unit cost to the City, or get an interpretation, your request will receive consideration if presented to the City as much in advance of bid submission deadline as possible. If any change is found desirable, the City will notify all bidders by mail and postpone bid submission date, if necessary. Bidders are not permitted to take advantage of any errors or omissions in specifications since full instructions will be given should they be discovered before bid submission date.

**7. Delivery Terms/Time.** F.O.B. delivered prices are preferred. F.O.B. delivered means delivered to the dock of the institution of department noted on the bid, and will include all charges for packing, draying, etc. Bidder may, at their option, quote F.O.B. shipping point. Prices bases on F.O.B. Shipping Point will be considered after

### Section III General Conditions

adding transportation charges and insurance costs. Bidders must show shipping weight and point of shipments on all shipping point bids. Delivery time is a part of the consideration and must be adhered to. If time varies on different items, the bidder shall so state.

**8. Container.** Packing, reels, etc., if chargeable, must be shown as separate items. Return freight must be paid by bidder.

**9. Labeling of Envelopes.** Bidders must label envelopes containing bid - %This envelope contains bid on (-commodity-) File No.(-number-)Due on or before (-time-) on (-Date-)+. A label is attached for convenience. The name and address of the bidder are to appear on the outside of the envelope.

**10. Receipt of Bids.** Bids must be received in the Purchasing Division, Dept. of Transportation 1301 E. Warren Detroit, MI 48211, prior to or on the date and time specified on the face of this bid form. Late bids cannot be accepted. The responsibility of getting bids to the Purchasing Division on time rests entirely with the bidder.

**11. Withdrawal.** No bid shall be withdrawn for (90) ninety days from submission deadline unless other wise stated in this bid form. Bidders may reduce this period if stated on bid, but such bids may be rejected on the basis of the reduced time period.

**12. Award.** The City reserves the unqualified right to award by item(s) unless otherwise stipulated, to waive any irregularity in any bid or to reject any and all bids when, in the judgment of the City, the best interest of the City will be served.

The award of a Contract will not be made to any bidder who is in arrears in City taxes. Ordinance 52-H, Chapter 21, Article 3, forbids the award of any Contract to person(s) who are in arrears of City real estate, personal property and/or income taxes. To ensure compliance with the above ordinance, bidders may contact the Real and Personal Property Tax Division (313 224-3568) and/or City Income Tax Division (313 224-3332) to determine their tax status.

All awards will be made in accordance with the provisions of Section 21, Article III of the Detroit Municipal Code (Ordinance No. 52-H) which provides for purchasing and disposition of property consistent with the City Charter.

**13. Start of Work.** No Contract shall become effective until the Contract has been approved by the required City Departments and signed by the City of Detroit Purchasing Director. Prior to the completion of this approval process, the Contractor will have no authority to begin work on this Contract. The Finance Director shall not authorize any payments to the Contractor prior to such approval. Nor shall the City incur any liability to reimburse the Contractor regarding any expenditure for the purchase of materials or the payment of services.

**14. Inspection.** All articles are subject to inspection and testing. In case any articles are defective in material and/or workmanship, or otherwise, fail to meet requirements of this bid, the City shall have the right to reject or retain and correct such articles. The bidder shall pay the City for expenses incurred in correcting defects. Rejected articles will be returned to bidders at their expense for handling, packing and transportation.

**15. Freight Rates.** Unless otherwise stated, any increase in published freight rates after submission deadline will be added to the Contract price, and conversely any decrease in the published freight rates will be deducted from the Contract price. This applies only to movement of the finished product as sold to the City.

**16. Subcontracting.** None of the services covered by this Contract shall be subcontracted without the prior, written approval of the City and any grantor agency, if required.

**17. Assignment.** A Contractor shall not assign any purchase order or Contract or any monies due therefrom without prior approval of the City. Contact the Purchases Agent for proper procedure.

**18. Default.** Default is defined as the failure of the bidder to fulfill the obligations of their Formal Bid. An event of default shall be construed as a material breach of this Contract.

### Section III General Conditions

**19. Damages for Breach of Contract.** The Contractor shall be liable to the City for any damages it sustains by virtue of the Contractor's breach, or any reasonable costs the City might incur enforcing or attempting to enforce this Contract, including reasonable attorney's fees. The City may withhold any payment(s) to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City from the Contractor is determined. It is expressly understood that the Contractor will remain liable for any damages the City sustains in excess of set-off.

If the Contract is so terminated for breach of Contract, the City may take over the services, and pursue the same to completion by Contract with another party or otherwise, and the Contractor shall be liable to the City for any and all costs occasioned to the City thereby.

The City may assess upon the Contractor, for failure to meet any provision or condition of the Formal Bid, damages up to the amount of 15% or the amount of the cost incurred for the breach.

Other remedies shall also be available to the City. The previous provisions outlined herein shall be in addition to any and all other legal or equitable remedies permissible.

**20. Termination.** The Contractor agrees that the City shall have the right to terminate any award to the Bidder for cause, as determined by the Purchasing Director, without any liability whatsoever, upon the giving of ten (10) days notice.

**21. Audit, Inspection of Records and Cost Verification.** The City reserves the right to audit employees payroll records to verify labor charges upon 72 hours notice.

The Contractor shall permit the authorized representative of the City to inspect and audit all data and records of the Contractor relating to its performance under this Contract during the term of the Contract and for three (3) years after final payment. All records relating to this Agreement shall be retained by the Contractor during the term of the Contract and for three (3) years after final payment for the purpose of such audit and inspection.

**22. Compliance With Laws and Security Regulations.** The Contractor shall comply with and shall require its associates to comply with: (1) applicable federal, state and local laws, ordinances, code(s) regulations and policies, including, but not limited to, all security regulations in effect from time to time on the City's premises; (2) codes and regulations for materials, belonging to the City or developed in relationship to this project externally; and (3) with the requirements of the grantor agencies when grant funds that are specifically related to this Contract are expended.

The Contractor shall hold the City harmless with respect to any damages arising from any violations of same by it or its associates. The Contractor shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. The Contractor shall require, as part of any subcontract that subcontractors comply with all applicable laws and regulations.

**23. Patents.** The Contractor shall protect and indemnify the City against expense of any nature, shall bear the cost of any law suits which may arise and shall pay damages which may be awarded against the City for the use, under this specification, of any patented device, process, apparatus, material or invention.

**24. Indemnity.** The Contractor agrees to save harmless the City against and from any and all liabilities, obligations, damages, penalties, claims costs, charges, losses and expenses (including without limitation, fees and expenses for attorneys, expert witnesses and other consultants), which may be imposed upon, incurred by or asserted against the City by reason of any negligent or tortious acts or any failure by the Contractor to perform its contractual obligations during the term of this Contract. This provision shall apply to all matters whether litigated or not, and shall include disputes between the Contractor, the City of Detroit and any negligent or tortious errors or omissions attributable to the Contractor, its subcontractors or Agents.

**25. Conflict of Interest.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the services under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

### Section III General Conditions

The Contractor further covenants that no officer, agent, or employee of the City and no other public official who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract has any personal or financial interest, direct or indirect, in this Contract or in the proceeds thereof via corporate entity, partnership, or otherwise.

The Contractor also hereby warrants that it will not and has not employed any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage, contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and that if this Warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the Contractor hereunder, any amounts of any such commission, percentage, brokerage, or contingent fee.

**26. Addresses.** Contractor shall notify the City upon any change of address, telephone number, facsimile number and electronic mail address, where applicable, within five (5) business days of such change. The notice shall be delivered in writing Purchases Agent identified on the Purchase Order and shall include all of Contractor's changed information and the effective date of such change.

**27. Taxpayer Identification Number.** Contractor shall notify the Purchasing Director and the Income Tax Director of the City upon the change of Contractor's taxpayer identification number. Such notification shall be in writing; shall include at a minimum, the Contractor's taxpayer identification number in use by the City, Contractor's new taxpayer identification number and all contract and purchase order numbers under which the Contractor is currently providing goods and services to the City; and, shall be delivered to the City within five (5) business days of Contractor's receipt of confirmation of the registration of the new taxpayer identification number by the Internal Revenue Service. Failure of the Contractor to supply the information required, may be deemed an event of default at the sole discretion of the City.

**28. Setoff.** In addition to Contractor's obligation to not become in arrears to the City for any obligation owed to the City, City shall have the right to recover from payment owed to Contractor by City, delinquent withholding, corporate and property tax liabilities owed to the City by Contractor. The City's right of recovery shall be a setoff against those payments owing to Contractor by virtue of this, or any current City Contract. The City will provide written notice to Contractor of any intention to invoke its right to setoff payments due to Contractor under this Contract against delinquent withholding, corporate and property tax liabilities owed. Such written notice shall be delivered to Contractor at the address provided in the Contract/Purchase Order.

## Section IV Special Conditions

### **SECTION 1 - CONTRACT PROVISIONS**

The funding agencies for the procurement addressed in this solicitation include the United States Department of Transportation, Federal Transit Administration (FTA); the State of Michigan, Department of Transportation (MDOT); and, the City of Detroit. Therefore, in addition to the applicable General Conditions, the Bidder/Contractor shall comply with the following clauses required by FTA, etc. The words, "Purchaser" and "Recipient", in these clauses shall, as applicable, mean the *City*.

#### **1.0 ELIGIBLE BIDDERS**

Competition for this contract is open to all qualified bidders/contractors.

#### **2.0 SINGLE BID RESPONSE**

If only one bid is received in response to the invitation for bids, a detailed cost proposal may be requested of the single bidder/contractor. A cost or price analysis and evaluation and/or audit will be performed of the cost proposal in order to determine whether or not the price quoted is fair and reasonable. If the price quote submitted is **not** deemed to be fair and reasonable, the City of Detroit, at its discretion may reject and re-solicit.

#### **3.0 SUBCONTRACTOR UTILIZATION REQUIREMENTS**

A percentage (%) of the total contract amount, as indicated below, shall be subcontracted to DBE's who have been certified under the Michigan Unified Certification Program by either the DDOT Office of Contract Compliance, Wayne County or MDOT, or who are certified as small businesses (SBA-8a) by the U.S. Small Business Administration. All Contractors are responsible for making a good faith effort in meeting these goals and must document efforts accordingly.

Disadvantaged Business Enterprises (includes Minority, Women-Owned and SBA-8a Businesses): \_\_\_%

#### **4.0 CONTRACTOR CHANGES**

Any proposed change in this contract shall be submitted to the appropriate Public Body for its prior approval.

#### **5.0 NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

(1) The *City* and *Contractor* acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this *Contract* and shall not be subject to any obligations or liabilities of the *City*, *Contractor*, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying *Contract*.

(2) The *Contractor* agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the *Subcontractor* who will be subject to its provisions.

## Section IV Special Conditions

### **6.0 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

(1) The *Contractor* acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying *Contract*, the *Contractor* certifies or affirms the truthfulness and accuracy of any statement it has made, it may make, or causes to be made, pertaining to the underlying *Contract* or the FTA assisted project for which this *Contract* work is being performed. In addition to other penalties that may be applicable, the *Contractor* further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the *Contractor* to the extent the Federal Government deems appropriate.

(2) The *Contractor* also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the *Contractor*, to the extent the Federal Government deems appropriate.

(3) The *Contractor* agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the *Subcontractor* who will be subject to the provisions.

### **7.0 ACCESS TO THIRD PARTY CONTRACT RECORDS**

The following access to records requirements apply to this *Contract*:

1. The City is a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i). The *Contractor* agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the *Contractor* which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The *Contractor* also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO *Contractor* access to the *Contractor's* records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. The *Contractor* agrees to permit the *City* to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The *Contractor* agrees to maintain all books, records, accounts and reports required under this *Contract* for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the *Contractor* agrees to maintain same until the *City*, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

4. FTA does not require the inclusion of these requirements in subcontracts.

### **8.0 FEDERAL CHANGES**

The *Contractor* shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the *City* and FTA, as they may be amended or promulgated from time to time during the term of this contract. The *Contractor's* failure to so comply shall constitute a material breach of this *Contract*.

## Section IV Special Conditions

### **9.0 TERMINATION OF CONTRACT (CONTRACTS > \$10,000)**

**a. Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

**b. Opportunity to Cure** The *City* in its sole discretion may, in the case of a termination for breach or default, allow the *Contractor* up to ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the *Contractor* fails to remedy to the *City's* satisfaction the breach or default of any of the terms, covenants, or conditions of this *Contract* within the time for cure designated by the *City* after receipt by the *Contractor* of written notice from the *City* setting forth the nature of said breach or default, the *City* shall have the right to terminate the *Contract* without any further obligation to the *Contractor*. Any such termination for default shall not in any way operate to preclude the *City* from also pursuing all available remedies against the *Contractor* and its sureties for said breach or default.

**c. Waiver of Remedies for any Breach** In the event that the *City* elects to waive its remedies for any breach by the *Contractor* of any covenant, term or condition of this *Contract*, such waiver by the *City* shall not limit the *City's* remedies for any succeeding breach of that or of any other term, covenant, or condition of this *Contract*.

### **10.0 CIVIL RIGHTS EEO, ADA COMPLIANCE (Contracts >\$10,000)**

The following requirements apply to the underlying *Contract*:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the *Contractor* agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the *Contractor* agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying *Contract*:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the *Contractor* agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The *Contractor* agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for

## Section IV Special Conditions

training, including apprenticeship. In addition, the *Contractor* agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the *Contractor* agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the *Contractor* agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the *Contractor* agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the *Contractor* agrees to comply with any implementing requirements FTA may issue.

(3) The *Contractor* also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### **10.01 TITLE VI COMPLIANCE (Contracts >\$10,000)**

During the performance of this contract, the bidder/contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "bidder/contractor"), agree as follows:

#### 10.1 COMPLIANCE WITH REGULATIONS

The bidder/contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, 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 this contract.

#### 10.2 NONDISCRIMINATION

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

#### 10.3 SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT

In all solicitations either by competitive bidding or negotiation made by the bidder/contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the bidder/contractor of the bidder's/contractor's obligations under this

contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.

#### 10.4 INFORMATION AND REPORTS

The bidder/contractor shall provide all information and reports required by the

## Section IV Special Conditions

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 the Recipient or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions.

Where any information is required or a bidder/contractor is in the exclusive possession of another who fails or refuses to furnish this information, the bidder/contractor shall so certify to the Recipient, or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

### 10.5 SANCTIONS FOR NONCOMPLIANCE

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

- a. Withholding of payments to the bidder/contractor under the contract until the bidder/contractor complies, and/or,
- b. Cancellation, termination or suspension of the contract, in whole or in part.

### 10.6 INCORPORATION OF PROVISIONS

The bidder/contractor shall include the provisions of paragraphs 6.1 through 6.6 of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The bidder/contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Federal Transit Administration may direct as a mean of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a bidder/contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the bidder/contractor may request the Recipient to enter such litigation, the bidder/contractor may request the United States to enter into such litigation to protect the interests of the United States.

### 11.0 DISADVANTAGED BUSINESS ENTERPRISE

(1) This *Contract* is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. A *Contract* goal of 10 % has been established for this procurement.

(2) The *Contractor* shall not discriminate on the basis of race, color, national origin, or sex in the performance of this *Contract*. The *Contractor* shall carry out applicable requirements of

49 CFR Part 26 in the award and administration of this DOT-assisted *Contract*. Failure by the *Contractor* to carry out these requirements is a material breach of this *Contract*, which may result in the termination of this *Contract* or such other remedy as DDOT deems appropriate. Each subcontract the *Contractor* signs with a *Subcontractor* must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(3) The *Contractor* is required to pay its Subcontractors performing work related to this *Contract* for satisfactory performance of that work no later than 30 days after the *Contractor's* receipt of payment for that work from the City.

(4) The *Contractor* must promptly notify DDOT's Office of Contract Compliance whenever a DBE *Subcontractor* performing work related to this *Contract* is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The *Contractor* may not terminate any DBE *Subcontractor* and perform that work through its own forces or those of an affiliate without prior written consent of the DDOT's Office of Contract Compliance.

## Section IV Special Conditions

Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

(5) That no contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(6) That in the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

**Withholding for unpaid wages and liquidated damages** - DDOT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

**Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section. **PROHIBITED INTEREST**

(1) No member of, or delegate to, the Congress to the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

(2) No member, officer, or employee of the Public Body or of a local public body during his tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

### **12.0 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding *Contract* provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this *Contract*. The *Contractor* shall not perform any act, fail to perform any act, or refuse to comply with any *City* requests which would cause the *City* to be in violation of the FTA terms and conditions.

### **31.0 ENERGY CONSERVATION**

The *Contractor* agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Michigan energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### **33.0 ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES**

## Section IV Special Conditions

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

### **35.0 ASSIGNMENT**

A Bidder/Contractor shall not assign any Purchase Order or Contract or any monies due there from without prior approval of the Purchasing Director, the Finance Director, and in some cases, the City Council. Contact the Purchases Agent for proper procedure.

### **36.0 LAWS AND REGULATIONS**

In accordance with Federal legislation and regulations governing the use of the United States Department of Transportation, Federal Transit Administration (FTA) funds, the bidder/contractor agrees to comply with all applicable statutory and regulatory requirements for third party procurements as set forth in FTA Circulars 4220.1F, dated November 1, 2008, as amended, and 2015.1 incorporated herein by reference. The bidder/contractor agrees to obtain compliance from its subcontractors and to incorporate the statutes and regulations in any subcontract agreement resulting from this procurement.

Low bidders must supply certifications for restrictions on lobbying and debarment and suspensions as called for in FTA and OMB regulations and circulars.

### **37.0 GEOGRAPHIC RESTRICTIONS**

The Bidder/Contractor agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statute, and as permitted by FTA [Acquisition of Management, Architectural and Engineering Services 49 U.S.C. Section 5325 (d)].

### **38.0 PROTECTION OF SENSITIVE SECURITY INFORMATION**

Contractor must protect and take measures to ensure that its subcontractors protect sensitive security information made available to contractor during the course of the contract.

### **39.0 FEDERAL COST PRINCIPLES**

All costs must be necessary, reasonable, and allocable to the project, authorized by DDOT, and not prohibited by Federal law or regulation.

### **40.0 TEXTING WHILE DRIVING DISTRACTED DRIVING**

Texting while Driving Distracted Driving- To encourage safety among contractors while conducting business in behalf of DDOT, DDOT encourages contractors to adopt and promote Texting while Driving and distracted driving policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles.

## Section IV Special Conditions

### **41.0 SEATBELT USAGE**

To encourage compliance with Federal Executive Order 13043 DDOT encourages contractors to adopt and promote an on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles.

## Section IV Special Conditions

Any contract/purchase order resulting from this solicitation shall include the forms indicated below [X]. Proposers/Bidders shall complete the required forms and return them, along with the checklist, with the signed bid/proposal document. Failure to submit the required forms shall be a basis for **rejection** of your bid/proposal.

- FORM A - Bidder's Certification Statement
- FORM B - Amendments/Riders
- FORM C-1 Buy America Certificate of Compliance or Non-Compliance with 49 USC 5323(j)(1)- (Steel, Iron, Manufactured Products)
- FORM C-2 Buy America Certificate of Compliance or Non-Compliance with 49 USC 5323(j)(2)(C) . (Rolling Stock)
- FORM D - Conflict of Interest Certification
- FORM E - Disadvantage Business Enterprise Program Requirements  
(total packet- 31 pages)
- FORM F - Suspensions and Debarment
- FORM G - Disclosure of Lobbying Activities
- FORM P-1 Bid Bond
- FORM P-2 Performance Bond
- FORM P-3 Payment Bond
- FORM Q Responsibility of Bidder/Proposer Determination
- FORM Q-3 Technical Disclosure
- FORM Q-4 Financial Disclosure
- FORM S Verification and Acknowledgment

**SPECIFICATIONS**

**Detroit Department of Transportation  
Purchasing Detroit Department of Transportation  
RFQ# 50346**

**ITEMS FOR EVALUATION**

<b>Item Description</b>	<b>Quantity (Yrly Estimate)</b>	<b>Unit of Measure</b>	<b>Unit PRICE</b>
1 <b>HYDRAULIC PRESS KIT; NEW FLYER PART 6342055; OR FUNCTIONAL EQUIVALENT</b> We are quoting on MODEL: _____ Manufactured by: _____ Described in the attached literature marked: _____ EXCEPTIONS TO SPECIFICATIONS ARE: _____	1	EACH	_____

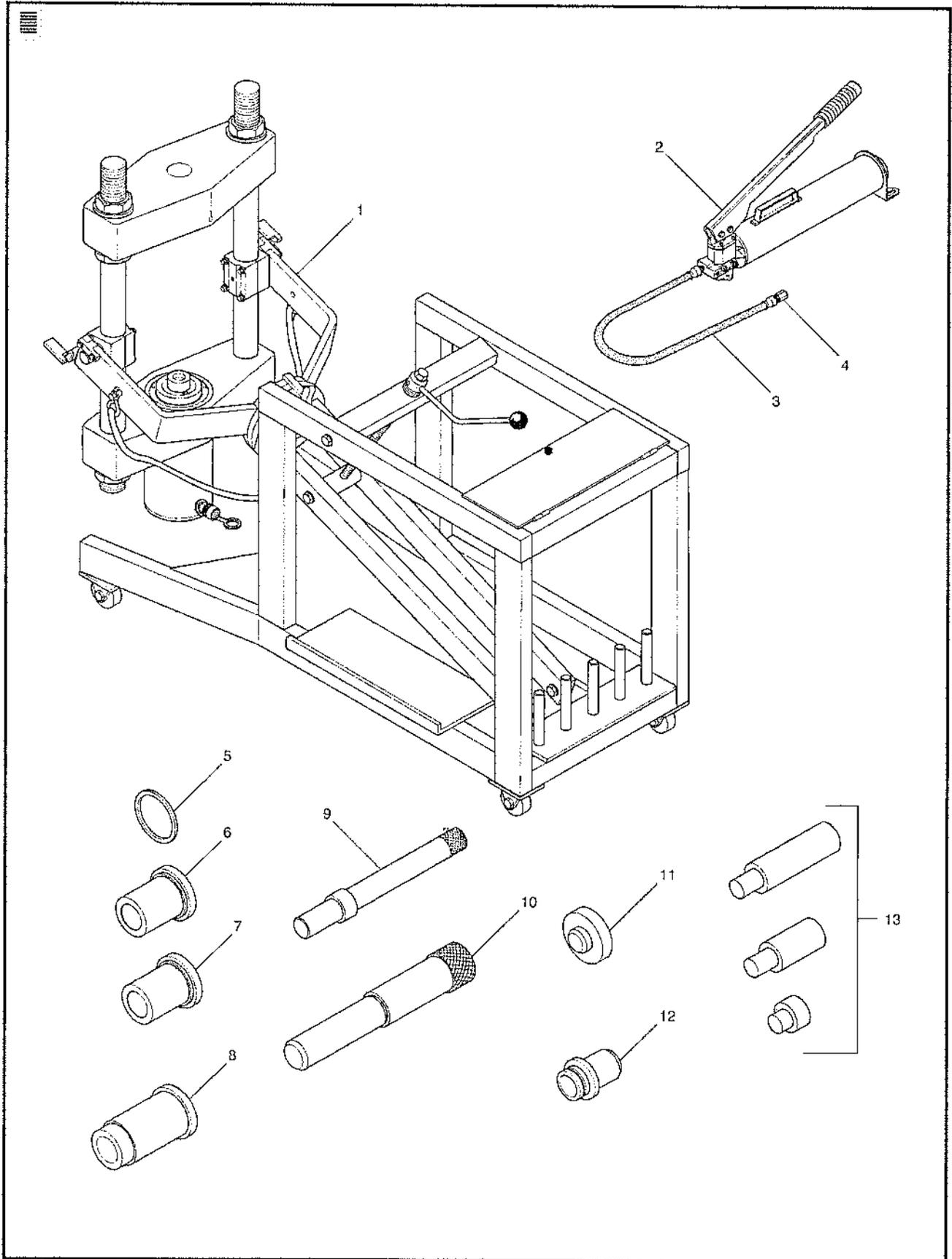
SPECIAL TOOLS

P00001307A

COACH 1020 - DOWN



NEW FLYER





**NEW FLYER**

ITEM	QTY	PART NUMBER	DESCRIPTION
1	1	6320066	Press, Hydraulic
2	1	6320067	Pump, High Pressure Hydraulic
3	1	6327303	Hose, Hydraulic
4	1	6327304	Quick Coupler
5	1	6335954	Ring, Insert
6	1	6335955	Adapter, Pressing (Suffix 0096 Stamped on Flange)
7	1	6335956	Adapter, Pressing (Suffix 0097 Stamped on Flange)
8	1	6335957	Adapter, Pressing
9	1	6320073	Mandrel, Guide & Press
10	1	6342041	Mandels, V7-70/75 & V9-753
11	1	6320072	Die, Pressing
12	1	6342040	Tube, Spacer
13	1	6342042	Die Set, Pressing
<b>KIT</b>	1	<b>6342055</b>	<b>Hydraulic Press Kit, (Incl. 1...13)</b>