



INVITATION TO BID

Electrical Parts & Supplies for Huntington Place Convention Center - Detroit

ITB No. 33.2526

Important Dates*:

Issue Date:	July 7, 2026
Prebid Meeting:	July 16, 2026, at 3:00 p.m.
Deadline for Questions:	July 20, 2026
Bid Due Date:	July 30, 2026, no later than 1:00 p.m.
Tentative Award Date:	August 2026

*Note: DRCFA reserves the sole right to modify any of the above dates.

**DETROIT REGIONAL CONVENTION FACILITY AUTHORITY
ONE WASHINGTON BLVD
DETROIT, MI 48226**

SOLICITATION REQUIREMENTS

<p>Background Information</p>	<p>The Detroit Regional Convention Facility Authority (hereinafter referred to as the "DRCFA") was established and composed under DRCFA granted by the Michigan Legislature in the State of Michigan Public Act 63 – HB 4998. The DRCFA is governed pursuant to the Regional Convention Facility Authority Act, Act 554, Public Acts of Michigan, 2008, and as amended, 141.1355 effective March 29, 2023. (the "DRCFA Act").</p> <p>The DRCFA assumed full operational and facility management control of the existing Huntington Place Convention and Exhibition Center (the "Facility" or "Center") on September 15, 2009, via a thirty (30) year lease arrangement with the City of Detroit. The DRCFA is governed by a five-member Board established by the enabling legislation and is comprised of appointees from the State of Michigan, Wayne County, Oakland County, Macomb County, and the City of Detroit.</p> <p>DRCFA has contracted with Legends Global (formerly ASM Global) to manage the Facility's building operations, along with the event marketing and sales functions. The existing two (2) million plus square foot Facility, with 723,000 square feet of prime exhibit space in five (5) exhibit halls, ranks as the 16th largest convention center in the country and is home to many trade shows, conferences, and exhibits. Annual attendance is approximately 1 million visitors per year. Visit www.huntingtonplacedetroit.com for more information.</p> <p>Significant expansion and development on the West side of Huntington Place is underway. These projects include new construction of a 42,000 square foot west entrance to the Huntington Place Convention Center that will provide pedestrian connectivity to a hotel on the west side of Second Avenue via the hotel's skybridge and potential indoor/outdoor venue space, rehabilitation of existing and additional parking, along with interior renovations to many spaces throughout the facility.</p>
<p>General Overview of Project</p>	<p>*NOTE: This ITB replaces ITB 31.2526 in its entirety. ITB 31.2526 has been canceled prior to bid opening date. Any proposals received in ITB 31.2526 remain sealed.*</p> <p>The DRCFA is seeking bids from experienced and qualified companies to provide various types of electrical parts and supplies for a long-term contract. Pricing shall be based on unit costs for specific items needed now, along with markup % for items as needed for a three (3) year contract.</p> <p>DTE is our electrical provider. Exhibit E detailed historical purchases.</p> <p>The awarded Respondent ("Awarded Firm") shall furnish all items as needed and approved by DRCFA. The DRCFA intends this solicitation to result in a partnership to provide items as mutually agreed upon for a long-term contract. This project does NOT include any installation or repair services.</p>
<p>Location of ITB documents</p>	<p>The DRCFA is a member of the Michigan Inter-governmental Trade Network (MITN) Purchasing Group and posts all solicitations on their BidNet Direct bid posting system at www.bidnetdirect.com. The DRCFA uses the BidNet Direct website for Awarded Firm registration, bid document distribution and tracking, and bid submissions. Copies obtained through any other source are not considered official copies. If you have obtained this ITB from any other source, it is recommended that you obtain an official copy from the BidNet</p>

	<p>Direct website. It will be the Respondent's responsibility to monitor for addendums to this solicitation.</p>
<p>Pre-Bid Meeting</p>	<p>Respondents are highly encouraged (but not mandatory) to attend a Pre-bid Meeting on July 16, 2026 at 3:00 pm EST. Respondents are responsible for understanding the ITB, Bid Proposal and Pricing Forms, and service requirements prior to the meeting. Respondents will be provided with time to ask questions about the ITB. Respondents shall contact the Purchasing Department at (313) 877-7974 with any questions about this meeting. Meeting sign in sheet will be issued in Addendum format to all planholders after the meeting.</p> <p><u>Location of Meeting:</u> Huntington Place Convention Center – Detroit One Washington Boulevard Detroit, MI 48226 Conference Room 350 (3rd Floor, south side of building near river)</p> <p>Or attend via Teams</p> <p>Join: https://teams.microsoft.com/meet/26124239075360?p=4euxxc821ZCKQy6Ahl Meeting ID: 261 242 390 753 60 Passcode: 4nS3tP76</p> <p>Need help? System reference Dial in by phone +1 313-725-4386,,709131259# United States, Detroit (833) 257-2930,,709131259# United States (Toll-free) Find a local number Phone conference ID: 709 131 259#</p>
<p>Questions</p>	<p>Should a Respondent be in doubt as to the true meaning of any portion of this ITB or find any patent ambiguity, inconsistency, or omission herein, the Respondent must make a written request for an official interpretation or correction in accordance with the instructions for submitting questions as specified in this ITB.</p> <p>Questions regarding these specifications may be directed, in writing only, by email <u>no later than July 20, 2026</u> to:</p> <p style="text-align: center;">Purchasing Department Purchasing@drcfa.org</p> <p>All questions or clarifications must be directed to the department email listed above. Do NOT submit questions via BidNet Direct site. Attempts to contact a Board member or any DRCFA representative other than the department listed above during the bid process may be grounds for disqualification. Any other forms of communication with any officer, employee or agent of the DRCFA shall not be binding on the DRCFA.</p>
<p>Errors, Omissions and/or Discrepancies</p>	<p>Respondent shall not take advantage of errors, omissions and/or discrepancies found in these specifications and/or any resulting Contract.</p>

<p>Bid Preparation Costs</p>	<p>The Respondent and any entities assisting in the preparation of a response to this ITB agree that the cost of preparing and submitting a response to this ITB and any subsequent interviews shall not be reimbursed by, or in any way become the obligation of the DRCFA. The Respondent acknowledges that submission of a response is a voluntary action on the part of the Respondent.</p>
<p>Addenda</p>	<p>Official responses to Respondents' questions shall be provided in addenda format by the DRCFA. The DRCFA reserves the right to make modifications to this ITB by written addenda issued prior to the bid due date and time. The DRCFA shall be the sole and exclusive originator of any revisions to this ITB. The proposing Respondent shall be responsible to secure all addenda and to accommodate all revisions in their submitted statements and bid.</p> <p>Receipt and incorporation of each addendum shall be clearly indicated in their bid. Nothing said or represented at a pre-bid meeting (if scheduled) shall be deemed to modify or change the bid documents unless followed by written addendum. Authorized Addendums will appear on the BidNet Direct site.</p>
<p>Alteration of Bid Documents</p>	<p>Respondent changes or alterations to the bid documents, including the specification, may be determined as non-responsive and/or the Respondent being eliminated from further consideration. The only changes or alterations to the bid documents to be considered by the DRCFA will be listed in the "Exceptions" section of the Respondent's bid.</p> <p>If a change or alteration to the bid document is undetected, and the Respondent is awarded the contract, the original terms, conditions, and specifications in the authorized version of the bid document will be applicable during the terms of the contract. Respondents are responsible for ensuring they have obtained all relevant documents including amendments, clarifications, changes, drawings, etc. as made available by the DRCFA.</p>
<p>Exceptions to ITB Terms, Requirements, or Specifications</p>	<p>Respondents shall provide prominent written notice in the bid of their intent to take exception to any requirement of the ITB. Such notice shall be explained in detail in the "Exceptions" section of the Respondent's bid. Such exceptions may reflect negatively on the evaluation of the bid.</p>
<p>Sole Respondent</p>	<p>It is DRCFA's intent that this Invitation to Bid permit competition. It shall be Respondent's responsibility to advise DRCFA in writing if any language, requirements, scope specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source. Such notification shall be received by DRCFA no later than seven (7) days prior to the date set for acceptance of bids.</p> <p>If only one bid is received in response to the Invitation to Bid, a detailed cost bid will be required of the single Respondent, if requested by DRCFA. A cost/price analysis and evaluation and/or audit shall be performed of the cost bid in order to determine if the prices are fair and reasonable.</p>
<p>Collusion not Allowed</p>	<p>Respondents shall act, at all times, independently and in good faith by not soliciting to one another or acting in any manner that might be viewed as collusion.</p>
<p>Sales and Excise Taxes</p>	<p>DRCFA is exempt from sales or use tax for all direct purchases of tangible personal property, but Respondents may be responsible for state sales or use taxes for purchased materials that are used and affixed by Respondent to real</p>

	property owned by DRCFA. DRCFA will provide a sales tax exemption form upon request.
Fair Employment Practices	The Respondent shall comply with all Federal and State fair employment and employee protection regulations including those identified in the contract documents.
Not in Arrears	The Respondent shall certify that, as of the date of its bid, the Respondent is not in arrears to the State of Michigan for any debts whatsoever (including but not limited to back taxes). Further, the undersigned certifies that the Respondent has not defaulted or currently in litigation on any other Project with State of Michigan, US Federal Government, City of Detroit, or any of Wayne, Oakland and/or Macomb Counties located in Michigan.
Complete Bids	<p>A Respondent submitting a response to this ITB shall conform to the solicitation requirements. Bids which do not comply shall be considered nonresponsive.</p> <p>The submission of a bid will be construed to mean that the Respondent is fully informed and that the Respondent can furnish items in complete compliance with the specifications. Respondent's bid shall be made without any previous understanding or agreement with any other person or company submitting a bid for the same purpose, and in all respects is fair and without collusion or fraud. Therefore, all responses submitted must be conclusive in whole and in part as outlined in this bid document.</p> <p>Submitted bid shall be executed by a duly authorized official certifying to the DRCFA that the submitted statements and bid accurately and honestly state the Respondent's qualifications and capability. The submitted response shall identify the names, addresses, and phone numbers of each person authorized by the proposing Respondent to execute the resulting contract.</p> <p>Bids by a partnership or joint venture shall list the full names and addresses of all parties to the joint venture. The state of incorporation shall be shown for each corporation and/or entity that is a party to the proposed joint venture or partnership.</p>
Ownership	Respondent must warrant that they are the legal and rightful owner of the items or that they are legally licensed and/or authorized to sell and/or distribute items being offered to the DRCFA. Items delivered under a potential contract shall be free and clear of any and all encumbrances of any kind.
Cooperative Contracts	<p>The DRCFA is eligible to participate in other governmental entity contracts for these same items. The DRCFA is expecting to receive competitive pricing equal or less than in this ITB than offered in other such governmental contracts.</p> <p>If Respondent is responding to this ITB by utilizing a national or state contract offering, all terms and conditions, unit pricing and requirements related to that contract <u>must be included</u> with your Bid Proposal and Pricing Forms.</p>
Bid Due Date and Time	<p>Bids must be received no later than 1:00 p.m. EST on July 30, 2026.</p> <p>Bids received after this time and date will not be accepted. Each Respondent is responsible for ensuring that its bid is received by the DRCFA prior to the solicitation due date and time. The DRCFA is not responsible for incomplete or late bids, delivered to an incorrect email address, or issues with BidNet Direct website. Faxed bids will not be accepted. Do NOT mail bids.</p>

<p>OPTION 1: Email Delivery of Bid</p>	<p>Complete written bid (saved in pdf, excel, PowerPoint, or word format) may be attached to an email with the subject line of the email stating: "Bid -Electrical Parts & Supplies ITB 33.2526". Address the email to: purchasing@drcfa.org prior to the solicitation due date and time. All file names <u>must</u> be descriptive and include the <u>company name</u> submitting the bid.</p>
<p>OPTION 2: BidNet Direct upload Delivery of Bid</p>	<p>Electronic responses may be submitted online via BidNet Direct at www.bidnetdirect.com/mitn/detroit-regional-convention-facility-authority Once logged into the system and viewing this notice, use the "Place a Bid" button at the top of the page. All file names <u>must</u> be descriptive and include the <u>company name</u> submitting the bid. Files can be saved in pdf, excel, PowerPoint, or word format.</p> <p>Follow the instructions and ensure you receive a confirmation page and number that shows your response was successfully submitted. If you need assistance, please contact BidNet Direct's Awarded Firm Support Department at 800-835-4603, Option 2.</p>
<p>Public Bid Opening</p>	<p>All responsible bids received by the bid opening date and time will be opened in a public setting and read out loud. This event shall occur after the bid submission deadline and take place in Conference Room 351.</p>
<p>Reservation of Rights</p>	<p>The DRCFA reserves the right to reject any or all bids, to award to more than one Respondent, award a contract to other than the lowest cost Respondent, to accept any or all alternatives, to waive irregularities and/or informalities and, in general, to make award in any manner deemed by it, in its sole discretion to be in the best interest of the DRCFA.</p> <p>Any bid determined to be non-responsive to any ITB requirements, including instructions governing submission and format, will be disqualified unless the DRCFA determines, in its sole discretion, that non-compliance is not substantial or that an alternative bid is acceptable.</p>
<p>Certification as to Criminal/ Civil Liability</p>	<p>Respondent's response shall include a certification that neither the responding Awarded Firm, nor any of its affiliates, subsidiaries, officers, directors, managerial employees, or any individual who, directly or indirectly, holds a pecuniary interest in that business entity of 20% or more has been convicted of a criminal offense incident to the application for or performance of a contract or subcontract with a governmental entity in the State of Michigan, or has been convicted of a criminal offense, or held liable in a civil proceeding, that negatively reflects on the entity's or individual's business integrity, based on a finding of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or violation of state or federal antitrust statutes, or similar laws.</p>
<p>Minimum Qualifications</p>	<p>Respondent must be able to demonstrate capability through their company's history, staff, item availability, and management team. Respondent shall have been in this business full-time for a minimum of five (5) years and have experience providing these items.</p> <p>Respondent shall certify it is qualified to fulfill all contract terms and conditions to quickly provide the items needed with scheduled deliveries and very minimal backordered items. The Respondent shall certify that it has the necessary personnel and working organization to provide the items to, at the minimum, meet the DRCFA's expectations.</p>

Evaluation Criteria	<p>The DRCFA's evaluation and selection process is based on best value as defined by the DRCFA's enabling act. The DRCFA may use some or all of the following criteria in its evaluation and comparison of bids submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:</p> <ul style="list-style-type: none"> a.) Compliance with ITB requirements. b.) Recent experience in providing items to other public entities. c.) Account Manager qualifications and experience d.) Location and Size of Warehouse(s) e.) Price, Markup %, and Rebates, etc. f.) item Catalogs and Ordering Methodology g.) Value Added Services h.) References. i.) Additional considerations as noted in the ITB documents. <p>A DRCFA designated Evaluation Committee will evaluate each responsive bid which meets the required format of the ITB.</p> <p>The DRCFA may contact and evaluate the Respondent's references; contact any Respondent to clarify any response; contact any current or previous users of Respondent's services; solicit information from any available source concerning any aspect of a bid; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest price bid but shall make an award in the best interests of the DRCFA.</p>
Respondent Interviews	<p>The DRCFA may choose to interview one, some, or none of the Respondents at their sole discretion. Electronic and/or oral interviews are a question/answer format for the purpose of clarifying any portions of the bid. The individual from your company that will be directly responsible for carrying out the contract, if awarded, shall be present at the interview.</p>
Contract Discussions	<p>Prior to award, the apparent successful Respondent may be required to enter into discussions with the DRCFA to resolve contractual differences. These discussions are to be finalized, and all exceptions resolved within two weeks from notification. If no resolution is reached, the bid may be rejected, and discussions will be initiated with other Respondents.</p>
Offer Period	<p>Bid pricing will remain firm for a period of one hundred twenty (120) days after the stated bid due date.</p>
Award Selection	<p>The DRCFA shall not be obligated to award the lowest priced bid but shall make a best value award in the best interests of the DRCFA and in accordance with Public Act 554 of 2008 and DRCFA's policies. The DRCFA's Board of Directors shall formally review and vote on the award recommendation at an official Board of Directors public board meeting.</p>
Contract Term	<p>The contract term shall be three (3) years, with one possible two (2) year renewal until mutual agreement.</p>
Purchase Order	<p>The Awarded Firm will receive purchase orders to cover authorized orders. All invoices and packing /delivery tickets must include the name of the requisitioner and purchase order number.</p>
Contract Approval	<p>A contract shall not become effective until it has been approved by the Detroit Regional Convention Facility Authority Board of Directors and signed by the</p>

	DRCFA CEO. Prior to the completion of this approval process, a Respondent has no authorization to begin services under the contract. The DRCFA shall not authorize any payments prior to such approvals; nor shall the DRCFA incur any liability to reimburse the Respondent regarding any expenditure.
Disclosure of Bids	All bids received will become the property of the DRCFA and are subject to disclosure to any third-party upon request through the Freedom of Information (FOIA) Act 442 of 1976.

AWARDED FIRM REQUIREMENTS

<p>Key Personnel</p>	<p>Upon formal DRCFA Board of Director's approval, the recommended Respondent shall be considered an Awarded Firm. The Awarded Firm agrees to appoint a qualified key individual to manage all activities performed and provision of services by the Awarded Firm's company and any applicable subcontracted firms required to provide the items and delivery services.</p> <p>The Awarded Firm's key individual shall coordinate and report all their activities to Huntington Place's Engineering Services manager. This key individual shall assume the duty to keep Huntington Place's Engineering Services manager informed of all issues involving the services and items provided. The Awarded Firm's key individual shall be responsible for coordinating and obtaining information, software access, resolving invoice / payment issues, coordinating item return requests, and all that is necessary for the provision of the proposed services.</p>
<p>Insurance Certificates</p>	<p>The Awarded Firm must furnish the DRCFA with current Certificates of Insurance within ten (10) business days of the contract award. Failure to furnish the required certificates within the time allowed may result in forfeiture of the contract award. Insurance requirements are included in this ITB in Exhibit A.</p>
<p>Media Releases</p>	<p>Awarded Firm shall not make any news releases, public announcements or public disclosures, nor will they have any conversations with representatives of the news media pertaining to the ITB, impending contract or a resulting contract, without the prior written approval of the DRCFA. Upon prior written approval, statements shall be in accordance with explicit and written instructions provided by the DRCFA.</p>
<p>Contract Termination for Convenience</p>	<p>The DRCFA reserves the right to terminate the contract with thirty (30) days' notice in writing, in whole or in part, for any reason.</p>
<p>Contract Termination for Cause</p>	<p>The DRCFA reserves the right to immediately terminate the contract with cause if at any time, in the DRCFA's opinion, the Awarded Firm fails to conform to and fulfill the requirements of this contract; seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; any legal proceedings are commenced against the Awarded Firm which may interfere with the performance of the contract; or has failed to supply the labor and materials, or in any other respect to prosecute the work with the diligence and force specified and intended in any by the terms of the contract. Substitution of materials or any deviation from the Contract without prior notification of and written approval from the DRCFA shall not be allowed for any reason.</p> <p>The DRCFA shall provide written notice thereof and should the Awarded Firm neglect or refuse to provide means for satisfactory compliance with the Contract as directed by the DRCFA within the time specified, the DRCFA shall have the right and power, at its option and without prejudice to any other right it may have, to terminate the Contract. Any excess of the cost arising therefrom will be charged against the Awarded Firm, who will be liable thereof. In the event of such termination, all monies due the Awarded Firm or retained under terms of the Contract shall be forfeited; but such forfeiture will not release the Awarded Firm from liability for failure to fulfill the Contract.</p>

Non-Exclusivity	The Awarded Firm agrees that DRCFA reserves the sole right to order Services from any source at any time without penalty. If the Awarded Firm cannot meet delivery guarantees, submit accurate invoices, and/or accurately fulfill order requests, the DRCFA reserves the right to order from a third party and deduct all premium costs from the Awarded Firm's next invoice. This right shall not interfere with the continued servicing of this Contract.
Assignment or Transfer	The Awarded Firm shall not assign or transfer any part of the Contract to any other provider at any time.
Indemnification	To the fullest extent permitted by law, the Awarded Firm agrees to defend, pay on behalf of, indemnify and hold harmless the City of Detroit, DRCFA, Legends Global, SMG, Huntington Place, and elected and appointed officials, employees, contractors, and others working on behalf of the DRCFA against any and all claims, demands, suits, or loss, including all costs connected therewith and for any damages which may be asserted, claimed or recovered against or the DRCFA, its elected and appointed officials, employees, contractors or others working on behalf of the DRCFA, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, that arises out of or is in any way connected or associated with this Contract.
Hours of Work	Delivery services will be performed during Huntington Place's normal business hours, defined as 7:00 am to 5:00 pm Monday through Friday unless otherwise specified.
Documentation	items must be sourced from reputable manufacturers, wholesalers, distributors, etc (collectively known as "Suppliers") at competitive price levels and short lead times. Copies of Material Safety Data Sheets (MSDS) must be provided with delivery of all hazardous materials. **Invoices of all items ordered shall include the Supplier's unit cost invoice.**
Invoice and Payment Procedures	<p>The Awarded Firm shall provide detailed, accurate, and complete invoices. The Awarded Firm shall provide packing slips, subject to verification by DRCFA. items shall be shipped FOB destination, freight pre-paid and add. Cash On Delivery (COD) is not allowed.</p> <p>DRCFA reserves the right to withhold payment until defects in items / orders have been satisfactorily corrected. Payment shall be issued 30 days after receipt of an uncontested invoice (including documented Provider costs), item inspection, acceptance, and approval of the DRCFA.</p> <p>Invoices shall be addressed to: Detroit Regional Convention Facility Authority Attn: Engineering Department Huntington Place Detroit One Washington Boulevard Detroit, MI 48226-4420</p> <p>Invoices can be emailed to AP@HUNTINGTONPLACEDETROIT.COM with an attached PDF formatted invoice from Awarded Firm and Supplier's invoice. Payment shall be made via company check mailed to the address on record.</p>
Dispute	The Agreement shall be construed and enforced exclusively pursuant to the

Resolution	laws of the State of Michigan. The Parties also agree that the venue of any action to enforce the provisions of this Agreement, or any document executed in connection with this Agreement, shall be in Wayne County, Michigan.
Entire Agreement	The executed Contract and Purchase Orders contain the sole and entire agreement between the parties and all previous negotiations, bids, discussions, and/or agreements that may have heretofore been made by either party to the other are void and of no effect.

CONTRACT REQUIREMENTS

Account Manager Assistance

Awarded Firm shall provide, at its expense, one dedicated area account representative to assist in the administration of the contract; who can be easily reached in person, email address of this specific individual (not a general or departmental email address), and via cellular number. This individual shall accommodate order entry, order and payment inquiries, and the handling of other order/delivery/payment related issues with the DRCFA. DRCFA inquiries shall be responded to within two (2) business days. The Awarded Firm's performance shall be accurate, timely, and professional.

Account Manager shall provide detailed usage reports in electronic Excel format to the DRCFA upon request. Awarded Firm shall supply these reports in a timely manner in the format required by DRCFA. Upon request, Awarded Firm will provide a self-evaluation report to track fill rate performance, average days to ship inventory, and any item returns.

The DRCFA expects to participate in all promotional and incentive programs offered by Awarded Firm. Account Manager shall offer all rebate programs, incentives, or other special programs available at any time during the term of the Contract.

Order Entry and Acceptance

The DRCFA shall not be bound by any content on the Awarded Firm's internet ordering system. Awarded Firm shall make all attempts to eliminate advertising spam on their system. The DRCFA shall not be required to place orders using the Awarded Firm's internet ordering system for any reason. Awarded Firm shall process orders as submitted by DRCFA. Any item substitution, pack quantity changes, or other variance from the order requirements will be grounds for termination of the Contract.

Items shall be brand new. Samples, returns, or used items shall not be accepted by DRCFA. Awarded Firm must warrant that they are the legal and rightful owner of the items or that they are legally licensed and/or authorized to sell and/or distribute items being purchased hereunder by the DRCFA. Items delivered under this Contract shall be free and clear of any and all encumbrances of any kind.

Delivery

The Awarded Firm will be required to ship items as requested by DRCFA throughout the term of the Contract. Delivery shall be made as needed throughout the calendar year. Deliveries shall not be made on weekends or during holidays unless urgently needed for an event (DRCFA may allow a minimal surcharge for this urgency). The DRCFA requires that all deliveries be made within a maximum of five (5) business days after order placement.

Delivery must be made as instructed on the purchase or internet order. It is clearly understood that the intent of these specifications permits orders throughout the year. Deliveries shall be made no earlier than 7:00 AM and be made no later than 5:00 PM unless otherwise instructed on the order. All delivery personnel shall be in uniform, properly groomed, and courteous at all times. Delivery personnel shall not be paid gratuity. The DRCFA reserves the right to demand a replacement driver for repeated disturbances.

Driver shall use the Dock Receiving area unless instructed otherwise. No items shall be left outside under any circumstances. Detailed packing slips shall be left with DRCFA personnel with each delivery. Each individual order will include a detailed packing slip and must reference the requester's name. Awarded Firm shall take responsibility for correcting delivery and invoice errors and/or other problems at no extra cost to the DRCFA.

Back Ordered items

The Bidder is indicating that the items listed herein will be readily available to the DRCFA within a maximum of five (5) business days of receipt of Internet Order. If not, the Awarded Firm will notify the DRCFA's Engineering Services manager promptly with an explanation. The DRCFA then reserves the right to purchase the item from any available source and charge any difference to the Awarded Firm awarded this bid. Repeated stock-outs will result in the termination of this Contract.

Awarded Firm is responsible to notify the DRCFA's Engineering Services Department via telephone or email with the estimate delivery date for all back-ordered items. DRCFA shall not be billed for any back-ordered item until the item has been delivered to DRCFA. Delivery of back-ordered items shall not incur a surcharge or delivery fee for any reason. Back-ordered items shall be delivered as soon as they become available and shall not wait for the next normally scheduled delivery date. Minimum order requirements shall not be required for the delivery of back-ordered items.

MSDS Requirements

Copies of Material Safety Data Sheets (MSDS) must be provided with delivery of all hazardous materials. The MSDS needs to be attached to the items delivered and labeled according to Section 14 of Act 154, of the Public Acts of 1974 as amended. Any appropriate items not labeled will be refused and the Awarded Firm will be responsible for additional freight charges. Payment may be withheld until MSDS are received by the DRCFA.

item Inspection and Returns

All items shall be guaranteed against defects in manufacturing and materials; defective items will be replaced. Awarded Firm shall notify the Huntington Place team of any item recalls. All items are subject to inspection and testing. The DRCFA, or its representatives, reserves the right to inspect all items. If items are defective in material or workmanship, or otherwise fail to meet the requirements of the Contract, the DRCFA reserves the sole right to reject the delivery.

The Awarded Firm shall accept returns of items for any reason within thirty (30) days of delivery and arrange for the return of the items, including paying for handling, packaging, restocking, and transportation costs. The DRCFA has the authority to dispose of the items without further liability if the Awarded Firm fails to remove items within the specified time period. Awarded Firm shall credit the DRCFA's account during the next billing cycle and not charge re-stocking fee.

Cost Percentage Changes

****IMPORTANT** - Contract percentage (%) pricing shall be firm for twelve (12) months. Price changes for subsequent 12-month periods shall be based on the % markup included in Respondent's bid. The DRCFA reserves all rights to audit Awarded Firm's Supplier invoices for verification of Contract adherence. DRCFA reserves the right to renegotiate the percentage (%) when the Supplier's item cost increases more than 10% over 12 months. ******

The DRCFA is not responsible for any other charges (including, but not limited to, shipping charges, fuel surcharges, restocking, handling, redelivery, etc) for any reason during the Contract. These charges will not be accepted during any one period, intermittently, or during the life of the Contract for any reason.

Unauthorized Item Changes

All items ordered must be shipped as shown on orders. Awarded Firm must notify the DRCFA of changes to items, units of measure, or other pertinent information, at least two (2) weeks in advance of these changes becoming effective. In the event an item is discontinued, the proposed substitution must be approved in writing in advance by the DRCFA.

Warranty

Awarded Firm agrees that the items furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Awarded Firm gives any customer for

such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the DRCFA by any other clause of this solicitation.

All items provided under this Contract shall be of good quality within the description provided by the DRCFA. Items shall conform to the agreed specifications, shall conform to the affirmations of fact made by the Awarded Firm or on the container or label. Awarded Firm shall warrant that the items are fit for the purpose required by the DRCFA whenever the DRCFA is relying on the Awarded Firm's skill or judgment to select or furnish suitable items.

Awarded Firm guarantees that all item delivered complies in all respects with and is not adulterated or misbranded within the meaning of standards and regulations established by Federal or State laws.

EXHIBIT A: INSURANCE REQUIREMENTS

1. **General Requirements.** The Awarded Firm, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Contract. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, the Awarded Firm waives all rights against DRCFA for such damages. Failure to maintain the required insurance does not limit this waiver.
2. **Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DRCFA.
3. **Primary and Non-Contributory Coverage.** All policies for which the DRCFA is required to be named as an additional insured must be on a primary and non-contributory basis.
4. **Claims-Made Coverage.** If any required policies provide claims-made coverage, Awarded Firm must:
 - a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of work.
 - b. Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract.
 - c. Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract.
5. **Proof of Insurance.**
 - a. Insurance certificates showing evidence of coverage as required herein must be submitted to PURCHASING@DRCFA.ORG before work commences. Failure to obtain the required documents, however, before work commences shall not waive the Awarded Firm's obligation to provide them.
 - b. Renewal insurance certificates must be provided on an annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
 - c. Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DRCFA.
 - d. All insurance certificates must clearly identify the Contract Description and ITB Number (e.g., notated under the Description of Operations on an ACORD form).
 - e. DRCFA may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification/authorization, and balance sheets.
 - f. Each insurance policy required shall provide that coverage shall not be canceled, except with prior notice to DRCFA.
6. **Subcontracted Firms.** The Awarded Firm is responsible for ensuring its subcontracted Firms carry and maintain insurance coverage.
7. **Non-Waiver.** This Exhibit is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under a possible Contract, including any provisions hereof requiring Awarded Firm to indemnify, defend and hold harmless the Detroit Regional Convention Facility Authority.
8. **Limits of Coverage and Specific Endorsements.**

Commercial General Liability Insurance	
<p>Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$1,000,000 items / Completed Operations \$2,000,000 General Aggregate</p>	<p>The Awarded Firm must have their policy endorsed to add "DRCFA and its board members, the City of Detroit, Legends Global (formerly ASM Global), Huntington Place, along with their respective subsidiaries, affiliates, officers, directors, employees and agents" as additional insureds using endorsement ISO Form CG 20 10 11 85 or, if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used.</p>
Commercial Automobile Liability	
<p>Minimum Limits: \$1,000,000 Per Accident</p>	<p>The Awarded Firm must have their policy: (1) endorsed to add "DRCFA and its board members, the City of Detroit, Legends Global (formerly ASM Global), Huntington Place, along with their respective subsidiaries, affiliates, officers, directors, employees and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.</p> <p>The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials to be transported by Awarded Firm pursuant to the Contract. This coverage may also be provided under the Awarded Firms Pollution Liability policy.</p>
Workers Compensation and Employers Liability	
<p>Minimum Limits: Per Occurrence: Statutory \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease</p>	<p>Waiver of Subrogation is required</p>

EXHIBIT B: BID FORMAT GUIDELINES

Bids shall be prepared simply and economically providing a straightforward, concise description of the Respondent's ability to meet the requirements of the ITB. Emphasis should be on conforming to the ITB instructions, responding to the ITB requirements and the completeness and clarity of content. Each bid must adhere to the prescribed order and content of sections. Bids which appear unrealistic or unclear for any reason may be rejected. **To be considered responsive, each bid must, at a minimum, respond to the following ITB Required Bid Content requirements in their entirety, and in order:**

Required Bid Content

Required Forms:

1. DRCFA's Bid Proposal Form
2. DRCFA's Bid Pricing Form
3. DRCFA's Iran Sanctions Affidavit
4. Any documents requested via ITB Addendums (if so requested by DRCFA).

Company Information: Provide a summary of the company's ownership, principal place of business, history, years in business, primary business focus, and name of the individual responsible for their submitted bid and contract negotiation. Include their title, email address, and phone number.

Understanding of Project: Describe your firm's understanding of the items requested under this ITB and the objectives DRCFA seeks to accomplish. Explain how your firm will ensure reliable contract performance, including item availability, timely delivery, pricing accuracy, and responsive account support. Your response must describe, at a minimum, how your firm will:

1. Maintain and provide accurate item catalogs or ordering tools that show only Contracted pricing;
2. Ensure catalog information remains current, including manufacturer, item number, description, unit of measure, pack quantity, and pricing;
3. Use local warehouse inventory, Supplier relationships, forecasting, or other methods to minimize backorders;
4. Notify the Huntington Place team of delayed or unavailable items;
5. Prevent unauthorized item substitutions, pack-size changes, or unit-of-measure changes,
6. Obtain written approval from DRCFA before shipping any alternate or substitute item; and
7. Assigned account manager will support ordering, reporting, issue resolution, returns, and Contract compliance.

Value-Added Services: Describe any value-added services, programs, or competitive advantages your firm will provide to DRCFA at no additional cost or as part of the proposed contract. Your response should describe, at a minimum:

1. Any competitive advantages your firm offers, such as local inventory, ordering tools, Supplier relationships, emergency support, or item expertise;
2. On-site or virtual training your firm (and/or Supplier) will provide for Huntington Place staff, including item use, safety, storage, and ordering procedures.

3. Opportunities for DRCFA to test or evaluate new items, alternate items, energy-efficient items, or improved technology before purchase;
4. Whether samples or trial items will be provided at no cost and how they will be labeled, delivered, tracked, and retrieved;
5. Volume rebate, rebate threshold, annual incentive, promotional program, manufacturer incentive, or special pricing program available during the contract term;
6. The timing and method for issuing any rebates or incentives; and
7. Limitations, exclusions, minimum purchase requirements, or conditions that apply to the proposed value-added services or rebate programs.

Qualifications: Provide a statement representing that the Respondent meets the minimum qualifications stated for this ITB. Describe the qualifications and experience providing similar service within the past five (5) years for clients that are similar in size and scope. Information shall include:

1. Assigned Account Manager – Provide their name, title, email address, and phone number. Name similar contracts and describe their specific responsibilities with respect to administrating those contracts.
2. List any/all work or service to be outsourced to a 3rd party (including delivery services). Include their company name, scope of services, and length of time company has been utilized.
3. Provide evidence that you have all licenses or registrations required to provide items and services under this Contract.
4. List all contracts that were prematurely terminated for any reason.
5. List all claims or lawsuits that have been brought against your organization as a result of any services provided (or not provided) within the last three (3) years.

EXHIBIT C: BID PRICING FORMAT GUIDELINES

Bid Pricing Form:

Respondent shall utilize the Bid Pricing Form issued by the DRCFA. Respondents shall not substitute their own forms. Respondent is solely responsible for making sure that the completed form is legible and completed in its entirety.

Each Respondent shall submit his/her bid with the below three (3) components. All costs shall be included: FOB destination, pre-paid and add, with inside delivery, overhead, profit, and other pertinent costs. ****Important: invoices shall match the Awarded Firm's contracted percentage (%) Markup for all items.****

1. **First Order – Unit Pricing:** Respondents shall provide individual unit pricing for items specifically identified on the Bid Pricing Form. DRCFA intends to place an initial one-time order for these items after contract award. DRCFA may also place orders as needed throughout the contract term for these items, using the below markup percentage (%).
2. **Ongoing Orders during three (3) Year Term –Markup Percentage:** For all as-needed, indefinite quantity orders for Items from September 2026 – August 2029. Respondents shall provide a maximum "not-to-exceed" percentage (%) increase over Supplier invoices for the length of the three (3) year Contract
3. **Ongoing Orders during two (2) Year Renewal Term - Markup Percentage:** For all as-needed, indefinite quantity item orders from September 2029 – August 2031, Respondents shall provide a maximum "not-to-exceed" percentage (%) increase over Supplier invoices during a potential two (2) year Contract renewal period.

Minimum Order Requirements:

If Respondent requires a minimum order amount, Respondent shall indicate such requirement on the Bid Pricing Form. This minimum order amount shall not exceed \$75.00 for any reason. It shall be understood that Respondent agrees to no minimum order requirements when this field is left blank.

REQUIRED SUBMITTAL: BID PROPOSAL FORM, page 1 of 4

CONTRACTING AGENCY: Detroit Regional Convention Facility Authority

BID PACKAGE: Electrical Parts and Supplies ITB 33.2526

DUE DATE: **July 30, 2026 at 1:00 p.m. EST**

BID DELIVERY: Detroit Regional Convention Facility Authority
Emailed to purchasing@drcfa.org OR
Submit bid via upload at BidNet Direct

LEGAL STATUS OF RESPONDENT:

A Corporation organized and existing under the laws of the State of _____

NAME OF RESPONDENT:

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____ ext. _____ Fax: _____

MINORITY STATUS:

Is your Firm a Special Business Enterprise (SBE): Yes _____ No _____

If yes, state the name of certifying organization: _____

Include a copy of the certification with your bid.

NAME OF PARTNERSHIP / JOINT VENTURE (if applicable):

AGREEMENTS:

The undersigned understands that the DRCFA reserves the right to accept or reject any or all bids, in whole or in part, to split the award, and to waive informalities and irregularities in bidding. The DRCFA also reserves the right to hold bids for a period of 120 days from bid opening date. If in the DRCFA’s opinion it is in their best interest, the Contract may be awarded to other than the lowest cost Respondent.

The submission of our bid confirms our full understanding as to the extent and character of the supplies, materials and equipment required and a representation that the Respondent can furnish materials and perform services in complete compliance with the specifications. Our bid shall be made without any previous understanding or agreement with any other person, firm or corporation submitting a bid for the same purpose, and in all respects is fair and without collusion or fraud.

REQUIRED SUBMITTAL: BID PROPOSAL FORM, page 2 of 4

If award is made to us under this bid, we agree to enter a Contract with Detroit Regional Convention Facility Authority to furnish items and provide services, in strict accordance with this bid, bid documents and all pertinent portions of plans and specifications. I have read and understand the ITB, and any issued addendums, including bid requirements, terms and conditions, and contract requirements and specifications, which are integral parts of the terms of this Contract.

My signature certifies that the submitted bid complies with all terms and conditions as set forth in this ITB. My signature also certifies that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this Firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to Detroit Regional Convention Facility Authority, and that there are no principals, officers, agents, employees, or representatives of this Firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to Detroit Regional Convention Facility Authority, pertaining to any and all services to be performed as a result of this request and any resulting contract with Detroit Regional Convention Facility Authority.

The undersigned agrees to execute a contract for the scope of services covered by this bid, if so offered by DRCFA. I hereby certify that I am authorized to sign as a Representative for the Firm:

Company Name: _____

Address: _____

Representative Name: _____

Title: _____

Telephone: _____

E-Mail Address: _____

Signature: _____

Date: _____

REQUIRED SUBMITTAL: BID PROPOSAL FORM, page 3 of 4

ADDENDA: The undersigned acknowledges receipt of the following addenda, if issued by the DRCFA:

Addendum Number ____ dated _____ Addendum Number ____ dated _____

Addendum Number ____ dated _____ Addendum Number ____ dated _____

EXCEPTIONS: Respondent must detail any exceptions or deviations from bid requirements or terms and conditions below:

COMPANY INFORMATION:

Authorized Distributor? Yes No

Do you subcontract any services? Yes No

Number of Years in Business as a Dealer: _____

BID ACKNOWLEDGEMENTS: Respondent has read and understands the bid instructions, specifications, and requirements thoroughly. Yes No

Respondent acknowledges any and all exceptions to the bid specifications / contract requirements have been listed on the Bid Proposal Form where requested. Yes No

Respondent acknowledges that their firm has the capacity to successfully fulfill the requirements of this ITB. Yes No

LOCAL DISTRIBUTION CENTER:

City and State of Local Warehouse: _____

Approx total value of related items in Warehouse: _____

Total square foot of Warehouse: _____

DELIVERY LEAD TIME: Respondent guarantees lead time to delivery: _____ days

REQUIRED SUBMITTAL: BID PROPOSAL FORM, page 4 of 4

ONLINE ORDERING PROCESS

Describe in detail your company's online ordering capabilities:

Respondent expressly agrees that their online ordering system will display ONLY the contracted pricing for items: Yes No

URL of company's website: _____

DRCFA reserves the right to test the online ordering capability prior to award. Respondent shall provide access to a test ordering environment:

User Name: _____ Test User Password: _____

Recent References for the Same Services:

Customer _____

Contact Person & Title _____

Telephone & Email Address _____

Contract Start & End Date (if applicable) _____

Approx Annual Contract Value _____

Customer _____

Contact Person & Title _____

Telephone & Email Address _____

Contract Start & End Date (if applicable) _____

Approx Annual Contract Value _____

Customer _____

Contact Person & Title _____

Telephone & Email Address _____

Contract Start & End Date (if applicable) _____

Approx Annual Contract Value _____

REQUIRED SUBMITTAL: BID PRICING FORM, page 1 of 2

NAME OF RESPONDENT: _____

Respondent shall include all costs in the below table's unit cost column. Unit pricing shall be FOB destination, prepaid and add. The DRCFA is not responsible for any other charges (including, but not limited to, shipping charges, fuel surcharges, restocking, handling, redelivery, sales tax, etc) for any reason during the Contract. These charges will not be accepted during any one period, intermittently, or during the life of the Contract for any reason.

Minimum Required Order (if any): _____

A. Items to be Ordered ASAP

Item Desc.	Model # Specifications	Qty	Unit Cost	Extended Cost (Qty x Unit Cost)	Bidder's Item #
Lamps	2' T8 (Type B) Double Ended 4000K or adjustable 9W 50000-hour Ballast Bypass	400 each			
Lamps	3' T8 (Type B) Double Ended 4000K or adjustable 9W 50000-hour Ballast Bypass	1,000 each			
Lamps	4' T8 (Type B) Double Ended 4000K or adjustable 9W 50000-hour Ballast Bypass	400 each			
Lamp Bases	HID Lamp MXR150/U/MED/O ED17 E26 Base Clear	24 each			
LED Ballasts	Mark 7 0-10V ITZ-2S28-D 120-277 LED Ballast	36 each			
Grand Total Cost					N/A

REQUIRED SUBMITTAL: BID PRICING FORM, page 2 of 2

NAME OF RESPONDENT: _____

B. All items (% Markup)

Catg Description	% MARKUP FROM SUPPLIER INVOICE				
	Sept 2026 – Aug 2027	Sept 2027 – Aug 2028	Sept 2028 – Aug 2029	1 st Renewal: Sept 2029 – Aug 2030	2 nd Renewal: Sept 2030 – Aug 2031
Lamps & Fixtures					
Wiring & Cabling					
Circuit Breakers & Fuses					
Outlets & Switches					
Conduits & Fittings					
Electrical Boxes & Enclosures					
Safety & Protection Devices					
Tools & Testing Equipment					
Other: LIST					

REQUIRED SUBMITTAL
AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT
Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of the below-named Awarded Firm (the "Awarded Firm"), pursuant to the compliance certification requirement provided in the Detroit Regional Convention Facility Authority (the "DRCFA") Request For Bids For _____ (the "ITB"), hereby certifies, represents and warrants that the Awarded Firm (including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event Awarded Firm is awarded a contract as a result of the aforementioned ITB, the Awarded Firm will not become an "Iran linked business" at any time during the course of performing any services under the contract.

The Act defines an Iran Linked Business as an individual or any entity, including all successors, parent companies, subsidiaries, and companies under common control, engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, including providing of items used to construct or maintain oil or liquefied natural gas pipelines.

The Awarded Firm further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the DRCFA's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a Request for Bid for three (3) years from the date it is determined that the person has submitted the false certification.

AWARDED FIRM: _____
Name of Awarded Firm

By: _____

Its: _____

Date: _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2026,
by _____

, Notary Public

_____ County, _____

My Commission Expires: _____

Acting in the County of: _____

EXHIBIT D: DRAFT CONTRACT

ELECTRICAL PARTS & SUPPLIES AGREEMENT

THIS AGREEMENT ("Contract") is entered into as of _____, 2026, by and between _____ (herein known as "DRCFA" or "Customer") and _____ (herein known as "Awarded Firm").

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the parties hereto agree as follows:

1. Purchase and Sale. In consideration of the mutual promises stated in this Agreement, Customer agrees to purchase from Awarded Firm, and Awarded Firm agrees to sell to Customer, various items as required by Customer during the term of this Agreement. Unless otherwise agreed upon in writing by the parties, the terms and conditions stated herein shall govern all orders of items by Customer from Awarded Firm.

Customer shall have the sole right to order any item, whether or not listed under this Contract, from any source, at any time, without penalty, from another company. This right shall not interfere with the servicing of this Contract.

2. Catalogs. Awarded Firm shall produce for and distribute to Customer's staff, an electronic catalog and order form for all items. The catalog shall include a description and accurate picture of each item as well as the contracted price and unit of measure. The catalog must be accessible to each respective authorized purchaser.

- (a) Images and or descriptions of specific items from the Awarded Firm's catalog may be used in whole or in part in the development and electronic publication of the catalog for ordering purposes. Customer further acknowledges and agrees that the Awarded Firm's paper or electronic catalog is Awarded Firm's intellectual property and as such, is protected from unauthorized use (which is any use other than that described in the previous sentence), alteration, duplication (whether electronic or otherwise), and distribution.
- (b) Awarded Firm is solely responsible for the accuracy of every item in the catalog in terms of item descriptions and information, pictures of the items, unit of measure, and prices. Awarded Firm shall be responsible for communicating all changes in item information to Customer in a timely manner.
- (c) Any unauthorized substitution or other variance from the attached item specifications will be grounds for termination of the Contract.

3. Term and Termination. This Agreement is effective _____ and shall expire at midnight, _____ 2029 ("Initial Term"). At the end of the Initial Term, Customer may renew this Agreement one (1) time for (2) additional years upon written notice to Awarded Firm prior to expiration of the Initial Term. Either party may terminate this Agreement upon 60 days' prior written notice to the other party at any time during the Initial Term or any renewal term.

4. Orders. Customer may order items from Awarded Firm through the use of (i) Customer's Purchase Order system, (ii) Awarded Firm's Internet ordering system or (iii) any other system as mutually agreed upon in writing by the parties. Awarded Firm agrees to accept incoming orders via fax, rich-text email, cXML or other industry standard method as agreed upon by both parties.

5. Delivery. Awarded Firm will ensure that the items listed on the order will be delivered within five (5) business days of Awarded Firm receipt of order (not including holidays). All deliveries shall be FOB delivered to Customer's location, pre-paid and add, and inside unloaded, with no shipping charges.

- (a) Deliveries shall be made no earlier than 7:00 a.m., local time and be made no later than 5:00 p.m., local time, Monday through Friday, unless otherwise specified on the order.
- (b) Awarded Firm is responsible for notifying Customer in writing via email if an item will not be available at any time. Awarded Firm shall submit an alternate option of equal or better quality, at equal or lower cost, for Customer's review in the event that an item is not available. Awarded Firm shall not ship substituted items without Customer's express approval. Repeated stock-out situations will result in the termination of this agreement.
- (c) Awarded Firm shall include, on each shipment, a list of non-delivered (back-ordered) items for that order. In addition, each shipment shall indicate Customer's order number, the ship-to location, the release name, and both the quantity and description of each item being delivered.

6. Warranty and Limitation of Liability.

- (a) item Warranty. Awarded Firm warrants that Awarded Firm is the legal and rightful owner of the items or that it is legally licensed and/or authorized to sell and/or distribute items being purchased hereunder by Customer. All items delivered under this Agreement will be free and clear of any and all encumbrances of any kind.
- (b) Merchantability and Fitness for Purpose. Awarded Firm represents and warrants that all items and/or services provided under this Agreement shall:
 1. Be merchantable, meaning they are of good quality, conform to applicable industry standards, are free from defects in material and workmanship, and are fit for the ordinary purposes for which such goods are used; and
 2. Be fit for Customer's particular purpose, including any purpose expressly or implicitly made known to Awarded Firm at the time of contracting, and Awarded Firm acknowledges that Customer is relying on Awarded Firm's skill and judgment to select and furnish suitable goods and/or services; and
 3. Conform to specifications, drawings, samples, and other requirements set forth in this Agreement.
- (c) These warranties are in addition to, and not in lieu of, any other warranties available under applicable law, and shall not be disclaimed or limited by Awarded Firm without Customer's prior written consent.

7. Returns. Awarded Firm shall accept returns of items for any reason if made within 30 days of delivery and acceptance by Customer. Awarded Firm shall issue detailed credit memos to Customer in the next billing cycle.

8. Prices. Prices for all items will be priced from Awarded Firm's catalog list price using the % markup in Awarded Firm's bid. Item pricing must accurately reflect the contracted % markup prices, and must be included in the Awarded Firm's electronic catalog database.

9. Billing Procedures. Customer may define billing procedures, either electronic or non-electronic, to be agreed upon by both parties prior to implementation. Awarded Firm will create a unique customer ID for billing purposes.

All shipped orders shall be billed within sixty (60) calendar days of order placement. Any and all orders not shipped and/or billed within sixty (60) calendar days of order placement will be automatically closed. Payment requests received after sixty (60) calendar days of order placement date will not be accepted or paid.

10. Sales Tax. Customer is exempt from all taxes. A valid tax exemption certificate will be furnished to Awarded Firm upon request by Awarded Firm.

11. Account Representatives. Awarded Firm shall provide, at its expense, dedicated account representatives, as well as customer service personnel to adequately accommodate order entry, order inquiries, and the handling of other order-related issues with Customer.

12. Summary Reporting. Awarded Firm shall supply Customer with order history reports described herein, upon request by Customer. Awarded Firm shall supply these reports within two weeks after the close of the period covered by the reports.

13. Minimum Order Amount. For each order, there shall be _____ minimum order requirement (if required and mutually agreed upon).

14. Volume Rebate. Awarded Firm shall grant Customer a _____% rebate check on all items purchased during the annual contract period from _____ through _____ (if mutually agreed upon). Rebate checks shall be issued by October 1st for all contract periods.

15. Independent Contractor. Awarded Firm acknowledges that it is an independent contractor and not an employee, legal representative, or agent of Customer and that this Agreement is not intended to create an agency relationship of any kind, apparent or actual, between the parties. Awarded Firm may only act as an agent of Customer if Customer specifically agrees in writing.

16. Awarded Firm shall provide full disclosure of all existing client relationships that currently or prospectively may give rise to conflicts of interest as governed by the codes of rules of professional responsibility and conduct.

17. Non-Discrimination. During the performance of this Agreement, Awarded Firm shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of race, color, sex, religion, national origin, creed, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of Services under this Agreement. This non-discrimination provision shall include, but not be limited to, the following: the benefits or Services provided by Awarded Firm at the Facility; and the rules, regulations, and/or practices established by the DRCFA for use of the Facility. Awarded Firm shall ensure that employees, contractors and applicants for employment are not discriminated against because of their race, color, religion, sex, origin, age, marital status, sexual orientation, or disability, and in conformance with local, state, and federal regulations.

18. Notices. Unless stated otherwise herein, all notices and demands shall be in writing and sent to the parties to their addresses as follows:

TO DRCFA:

Laura Harrington, Purchasing Director
Detroit Regional Convention Facility Authority
One Washington Blvd, Detroit, MI 48226
lharrington@drcfa.org

TO Awarded Firm:

Email: _____

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid or hand delivered. Such notices shall be deemed effective when mailed or hand delivered at the addresses specified above.

19. Default. If either party breaches a material provision of this Agreement, repeatedly breaches any other provision of this Agreement, files a petition for bankruptcy, makes a general assignment for the benefit of creditors, suspends the operations of a substantial portion of its business, or if a receiver is appointed on account of insolvency, then that party shall be considered in default of this Agreement, and the non-defaulting party shall have the right, upon written notice to the defaulting party, to immediately terminate this Agreement. Upon such termination, Customer shall pay to Awarded Firm the full balance due of all non-disputed outstanding invoices for items shipped to Customer. The remedies stated in this Section shall be in addition to all other remedies available under applicable law.

20. Invalid Provisions. If any of the provisions of this Agreement are held to be invalid, illegal, or unenforceable, the provisions shall remain in effect to the extent allowed by law and the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

21. Indemnify and Hold Harmless. Awarded Firm agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release Customer, its officers, and employees, from actions, claims, damages, disabilities, or the cost of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by Awarded Firm hereunder, whether or not there is concurrent negligence on the part of Customer, but excluding liability due to the active negligence or willful misconduct of Customer. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Awarded Firm or its agents, under workmen's compensation acts, disability benefits acts or other employees' benefits acts.

22. Integration/Modification. This Agreement constitutes the entire agreement between the parties and shall replace and supersede all prior, and contemporaneous oral, agreements, negotiations, and representations between the parties with respect to the subject matter hereof. This Agreement shall not be modified or changed in any manner, except by a written amendment signed by both parties and specifically designated as an Amendment hereto. The parties agree that the terms and conditions stated on any orders shall be superseded by the terms and conditions stated herein and shall be of no force and effect.

23. Assignment. The Awarded Firm shall not assign or transfer any part of the Contract to any other provider at any time.

24. Force Majeure. If either party is prevented from performing any of its obligations required by this Agreement by reason of fire, flood, windstorm, earthquake, other act of God, civil disturbance, labor dispute, riot, order of any court or administrative body, computer downtime, or any other cause beyond the control of either party and without default on the part of such party, the time for performance of such obligations that are so prevented shall be extended one day for each day of such delay. Upon discovery of a force majeure event by a party, it shall notify the other party in writing of the existence of such event within 24 hours after the beginning of such period and of the termination of such period within 24 hours after it ceases to prevent performance.

25. Confidentiality. The parties agree that certain information disclosed by each party to the other may be of a confidential nature, and agree to refrain from disclosing such information to (i) third parties or (ii) individuals within its own organization who do not have a strict need to know. Information deemed non-confidential under the Freedom of Information Act (FOIA) is excluded from confidentiality and the distribution of such information shall not be disputed by either party. Information shall not qualify as

confidential unless it is disclosed in writing and labeled as confidential or proprietary. Information disclosed orally must be confirmed as confidential or proprietary in writing to qualify for the protection set forth in this Section.

Notwithstanding, the nondisclosure obligations herein shall not apply to information that: (i) is or becomes publicly known, (ii) is independently developed by the receiving party or received from a third party having a right to disclose the information, (iii) is already in the possession of the receiving party at the time of the disclosure, or (iv) is disclosed pursuant to any final and non-appealable order of a court. Notwithstanding anything to the contrary, the terms and conditions of this Agreement, including but not limited to pricing information, shall be considered Awarded Firm's confidential and proprietary information.

26. Section Headings. The section headings in this Agreement are for descriptive purposes only and are not intended to be inclusive, definitive, or to affect the meaning of the contents or script of this Agreement.

27. Third-Party Beneficiaries. Awarded Firm and Customer intend that this Agreement shall not benefit or create any right or cause of action in, against, or on behalf of any person or entity other than the parties hereto.

28. Survival. Any respective obligations of Awarded Firm or Customer hereunder which by their nature would continue beyond the termination, cancellation, or expiration of this Agreement will survive such termination, cancellation, or expiration.

29. Insurance Requirements. Awarded Firm shall maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of Services hereunder by Awarded Firm, its agents, representatives, or employees. Maintenance of the insurance required by this Agreement is a material element of this Agreement and changes in the required coverage or cancellation of the coverage shall constitute a breach of this Agreement by Awarded Firm.

The certificate of insurance shall clearly state who the provider is, the coverage amount, the policy number, and the specific dates that the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Agreement. The commercial general liability policy shall name the DRCFA, Legends Global, its appointed officials, officers, agents, and employees as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the DRCFA thirty (30) calendar days prior written notice (any language in the clause to the effect of "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall be crossed out and initialed by the insurance agent). The commercial general liability policy shall be primary insurance as respects to the DRCFA, Legends Global, its appointed officials, officers, agents, and employees. The insurance shall be with an insurance company or companies rated A:VII or higher in A.M. Best's Guide and admitted in the State of Michigan.

Worker's Compensation Insurance. Awarded Firm shall provide the DRCFA with a certificate of insurance as proof of Worker's Compensation insurance covering all persons employed by Awarded Firm and engaged in the furnishings of Services under this Agreement.

Commercial General Liability Insurance. Awarded Firm shall provide the DRCFA with a certificate of insurance as proof of general liability insurance, including operation, items completed, and contractual liability coverage, with a minimum liability limit of \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. There shall not be any exclusions in this general liability coverage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement, or the general aggregate limit shall be two times (2x) the required occurrence limit.

Employer's Liability Insurance. Awarded Firm shall provide the DRCFA with a certificate of insurance as proof of employer's liability coverage with a minimum liability limit of \$1,000,000 each accident.

Automobile Insurance. Awarded Firm shall provide the DRCFA with a certificate of insurance as evidence of comprehensive automobile liability affording coverage for only Awarded Firm's hired/non-owned vehicles with a combined single limit, each occurrence, of \$1,000,000.

30. Severability. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

If any provision of this Agreement is in direct conflict with any statutory provision of the State of Michigan, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

31. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The venue for any action to enforce or interpret this Agreement shall lie in the Wayne County, Michigan courts.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

AWARDED FIRM

DETROIT REGIONAL CONVENTION FACILITY
AUTHORITY

By _____

By _____

Title _____

Title _____

Date _____

Date _____