

City of Dexter, Michigan

REQUEST FOR PROPOSALS FOR ENERGY EFFICIENT LIGHTING AT THE DEPARTMENT OF PUBLIC WORKS BUILDING 3600 CENTRAL ST., DEXTER, MI 48130

Issue Date: Wednesday, January 9, 2019

Written Questions Due: Friday, January 25, 2019 by 2:00pm

For General Questions, Contact:

Justin Breyer, Assistant to the City Manager/Clerk
JBreyer@DexterMI.gov, 734-580-2234

Proposals Due: Thursday, February 7, 2019 by 2:00pm

All proposals must be received by the above deadline. Any proposals received after this time will not be accepted.

Invitation to Submit Proposals

The City of Dexter is accepting proposals from qualified vendors to install interior and exterior energy efficient lighting upgrades for the City's Department of Public Works facility (3600 Central St., Dexter, MI 48130).

All specifications and forms related to Invitations to Bid or Requests for Proposals may be accessed or downloaded from the Michigan Intergovernmental Trade Network (MITN) website (<https://www.bidnetdirect.com/mitn>) or obtained at the City Office, 8123 Main, Dexter, MI 48130

Pre-Bid Meeting

Prospective vendors are invited to a pre-bid meeting, which will take place on Thursday, January 24, 2019 beginning at 8:00am, 2019 at the Department of Public Works facility, 3600 Central St., Dexter, MI 48130. While attendance at this pre-bid meeting is not required, it is highly recommended.

Project Summary

The City of Dexter's Public Works facility located at 3600 Central St. serves as the base of operations for the City's Department of Public Works employees, in addition to storing a variety of equipment and supplies.

This Request for Proposals is intended to:

1. Provide energy efficient lighting upgrades for the interior and exterior of the main building, salt shed, and trailer shed;
2. Reduce the annual kWh and actual monthly energy cost of the facility, and reduce the maintenance costs for lighting equipment;
3. Utilize the most cost-effective options and take advantage of all possible rebates.

The main Public Works facility is approximately 8,125 sqft. and can be sub-divided into the following areas:

- Canopy
- Floodlighting
- Break Room
- Office
- Work Pit
- Restrooms
- Workshop Floor
- Shower
- Tool Room

The Trailer Shed is approximately 1,000 sqft.

The Salt Shed is approximately 1,500 sqft.

Proposal Submission

One (1) physical copy of the proposal must be received in the Dexter City Office, 8123 Main, Dexter, MI 48130 by 2:00p.m on Thursday, February 7, 2019. The proposal must be in a sealed envelope with “RFP – Energy Efficient Lighting” and the vendor’s name clearly printed on the exterior of the envelope or package.

Proposals should include the following items and be organized into the following major parts:

1. Request for Proposals Form and Contact Information – on Form Provided
2. Proposal Specifications Form – on Form Provided
3. Hold Harmless Agreement – on Form Provided
4. Company Background - A brief description of the company
5. Detailed Breakdown of lighting solution proposed by area.
 - a. Canopy
 - b. Floodlighting
 - c. Break Room
 - d. Office
 - e. Work Pit
 - f. Restrooms
 - g. Workshop Floor
 - h. Shower
 - i. Tool Room
6. Timeline and Implementation - The Vendor must provide, as part of the response, a timeline for the project.
7. Client References - Vendors must provide at least three references. Government client references are preferred. Please provide the name of client and contact information of reference. Description of service provided

Reservations

The City of Dexter has the right, in its sole and absolute discretion, to reject any proposals, waive informalities, or accept any proposal it deems to be in the City’s best interests. The City of Dexter has the right to modify any of the information provided with this request for proposal and the City has the right to provide the candidate firms with additional information at any time during the selection process.

Candidate firms shall review this Request for Proposals and all materials or addendums associated with this RFP, and shall prepare all materials for submittal and all presentations at their sole cost and expense, and the City of Dexter shall not be responsible for any cost or expense incurred by the candidate firms in such reviews and preparations.



CITY OF DEXTER

REQUEST FOR PROPOSALS (RFP)

RFP TITLE:	PUBLIC WORKS FACILITY ENERGY EFFICIENT LIGHTING
RFP DUE DATE:	DUE – Thursday, February 7, 2019 at 2 p.m. City Council Approval (Tentative) – Monday, February 25, 2019

ISSUING AGENCY INFORMATION	
ISSUED BY: City of Dexter, 8123 Main Street, Dexter, MI 48130	ISSUE DATE: October 1, 2018
RETURN TO: City of Dexter City Manager Courtney Nicholls 8123 Main Street Dexter, MI 48130	Phone: (734) 426-8303 Fax: (734) 426-5614 Website: www.dextermi.gov

INSTRUCTIONS TO PROSPECTIVE VENDORS	
COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR PROPOSAL AND ANY REQUIRED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION."	
Alternate Proposals: Vendors may submit alternate Proposals (a bid on services other than specified). Alternate Proposals are considered only if the vendor is the lowest responsible vendor on their primary Proposal. Proposals must be clearly identified as "Primary" and "Alternate".	
PROSPECTIVE VENDORS MUST COMPLETE THE FOLLOWING	
PAYMENT TERMS: NET 30 DAYS	DELIVERY DATE:
NAME/ADDRESS/CERTIFICATIONS:	AUTHORIZED SIGNATORY (print and sign in ink):
PHONE #:	FAX #:
EMAIL ADDRESS AND WEBSITE:	
IMPORTANT: SEE STANDARDS AND TERMS	

**CITY OF DEXTER
STANDARD TERMS AND CONDITIONS**

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The City reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the City. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the City, or their authorized agents, access to any records necessary to determine contract compliance. The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the City's solicitation document and a vendor's response, the language contained in the City's original solicitation document will prevail.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the City of Dexter. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

E-MAIL/FACSIMILE RESPONSES: Not Accepted.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the City, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the City, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the City is allowed 30 days to pay such invoices.

TAX EXEMPTION: The City of Dexter is tax exempt (#38-6004671).

TERMINATION OF CONTRACT: Unless otherwise stated, the City may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

COMPLIANCE WITH WORKERS' COMPENSATION ACT

The Contractor is required to supply the City of Dexter with proof of compliance with the Workers' Compensation Act while performing work for the City of Dexter. Neither the Contractor nor its employees are employees of the City. The proof of insurance/exemption must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and must be received by the City, within 10 working days of the Notice of Award and must be kept current for the entire term of the contract.

CONTRACTS WILL NOT BE ISSUED TO VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

INSURANCE REQUIREMENTS

General Requirements: The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of Dexter, Michigan.

Primary Insurance: The Contractor's insurance coverage shall be primary insurance as respect to the City, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability: The Contractor shall procure and maintain during the life of the contract, Commercial General Liability Insurance on an "occurrence basis" with limits of liability of not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (a) Contractual Liability; (b) Products and Completed Operations; (c) Independent Contractor's Coverage; (d) Broad Form General Liability Extensions, or equivalent; (e) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

Specific Requirements for Automobile Liability: The Contractor shall procure and maintain during the life of the contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all vehicles, all non-owned vehicles, and all hired vehicles.

Pollution Liability: The Contractor shall procure and maintain during the life of this contract, a Pollution Liability Policy with limits of liability not less than \$3,000,000 per occurrence and aggregate, including but not limited to, the collection, transportation, storage, and removal of all hazardous waste.

Certificate of Insurance/Endorsements: Insurance must be placed with an insurer with a Best's rating of no less than A-. This insurance must be maintained for the duration of the contract. The City must receive all required certificates and endorsements within 10 days from the date of the Notice of Award before a contract will be issued. Work may not commence until a contract is in place. The Contractor must notify the City immediately, and no less than 30 days, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The City reserves the right to require complete copies of insurance policies at all times.

Proof of Insurance Coverage: The contractor shall provide the City of Dexter, Michigan, at the time contracts are returned for execution, certificates and policies listed below:

- A. Certificate of Insurance for Worker's Compensation Insurance;
- B. Certificate of Insurance for Commercial Liability Insurance;
- C. Certificate of Insurance for Automobile Liability Insurance;
- D. Original Policy, or Original Binder pending insurance policy, or Owner's & Contractor's Protective Liability Insurance;
- E. If so requested, certified copies of all policies mentioned above will be furnished.

Hold Harmless: (Page HHA-1) of this contract shall be executed by the contractor and submitted no later than 10 days following the Notice of Award and acceptance of the contract.

Proposal Specifications Form

COMPANY NAME:	
PLEASE PROVIDE THE COMPANIES/SUPERVISORS QUALIFICATIONS AND EXPERIENCE PERFORMING SUCH WORK, MUNICIPAL REFERENCES ARE REQUIRED.	
LIST CONTINGENCIES/CONDITIONS/DEVIATIONS	
PROPOSAL SPECIFICATIONS	
	AMOUNT
A. Estimated Current Annual kWh Usage	kWh
B. Proposed Annual kWh Usage After Project	kWh
C. Total Estimated Energy Savings Per Year (kWh)	(A – B) kWh
D. Proposal Cost Before Rebates	\$
Rebate Sources (List, if any): Only list rebates paid to City of Dexter. Do not list rebates paid to vendor.	
E. Proposed Total Rebates to the City of Dexter	\$
F. Total Project Cost (with Rebates included)	(D – E) \$
START DATE: February 2019	END DATE: June 30, 2019
TERMS:	
PROPOSALS MUST BE FIRM IN ACCORDANCE WITH PLANNED SCHEDULE	F.O.B. CITY OF DEXTER

HOLD HARMLESS AGREEMENT

"To the fullest extent permitted by law, _____, agrees to defend, pay in behalf of, indemnify, and hold harmless the City of Dexter, its elected and appointed officials, employees and volunteers and others working for or in behalf of the City of Dexter, 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 from the City of Dexter, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Dexter, by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract."

Signature

Date