

**CITY OF DETROIT
OFFICE OF CONTRACTING AND PROCUREMENT
ARPA REQUEST FOR QUOTE**

RFQ NO. 183837

ARPA – DoIT – Generator Replacements/New Installation at Radio Towers

Buyer: Sonya Clifton
Email: Sonya.Clifton@DetroitMI.gov

EVENT / ACTIVITY	DUE DATE / TIME
ADVERTISEMENT DATE	August 14, 2023
PRE-BID WALKTHROUGH	August 24, 2023 LYNDON DATA CENTER 10:00 am EDT, 13331 Lyndon Street, Detroit, MI 48227 TRINITY LOCATION 10:30 am EDT, 21400 Grand River Ave, Detroit, MI 48219
QUESTIONS DUE	N/A All questions must be submitted online in the Supplier Portal as indicated in this RFQ.
BID DUE DATE *	August 31, 2023@ 3:00PM ET In the Supplier Portal as specified in this RFQ.

* Proposals must be uploaded into the Supplier Portal on, or prior to the exact date and time indicated above. Late or emailed proposals will not be accepted.

Respondents must enroll in the Supplier Portal to download the bid documents and to ensure inclusion in our database www.detroitmi.gov/supplier. Instructions may be found on the City of Detroit website which includes tutorials on how to register. If you have any questions, please send an email to procurementinthecloud@detroitmi.gov or call (313) 224-4600.

The City of Detroit has received funds from the United States Department of the Treasury (the "Treasury") pursuant to the Coronavirus State and Local Fiscal Recovery Fund under CFDA 21.027 ("ARPA Funds"), under Section 602 and 603 of Title VI of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act of 2021 ("ARPA") (Subtitle M of Title IX of Public Law 117-2); and the City has allocated ARPA Funds to provide funding for appropriate and qualifying expenditures as allowed under the Treasury Guidance Interim Final Rule "Coronavirus State and Local Fiscal Recovery Funds" (86 Fed. Reg. 267878).

1. BACKGROUND / SCOPE OF WORK

The City of Detroit Office of Contracting and Procurement (OCP) on behalf of the Department of Innovation and Technology (DoIT) requests quotes from qualified Vendors to replace generators at the City of Detroit Radio Towers and to install a new backup generator at the City of Detroit's Lyndon Data Center located at 13331 Lyndon Street, Detroit, MI 48227.

Scope of Work:

The City of Detroit Department of Innovation and Technology (DoIT) is seeking to purchase generators for 11 City of Detroit Radio Tower locations. These generators must meet or surpass the following specifications:

- Must be manufactured by Kohler.
- Be able to provide 70kW to 80kW of power.
- Remote Control Smartcard
- Be powered by Natural Gas.

Responding vendors must provide pricing to provide the following items at the 10 City of Detroit Radio Tower locations:

- Installing and purchasing an Automatic Transfer Switch
- Installation of shield Cat 6 Ethernet Cable to Main Distribution Frame within the building.
- Recommendation of the correct Kohler generator
- Installation of the new Kohler generator
- Removal of the old generator at the facility
- Purchase of the Kohler generator based on the recommendation.
- Connecting to the existing Tap box at each tower facility
- Testing of the generator
- Provide an overview/compliance statement of design and layout for the proposed-system.

The overview must include:

- A statement confirming the generator system, generator system communications capability, accessories, and control system specifications.
- A statement of methods and materials that will be used to provide natural gas service to the generator system.
- A statement of method to assure proper exhaust ventilation. The generator shall be non-acceptable to fumes entering any part of the interior of the Radio facility.
- A statement of methods and materials that will be needed to install a transfer switch to the new generator that is compliant to all applicable codes.
- A statement of methods and materials that will be used to connect all existing loads to the new generator backup system.
- A statement that all building electrical power systems will be backed up by the new generator system at the completion of the project.

- A statement with the breakdown of the project installation timeline.
- A proposed layout drawing showing the footprint of the generator and concrete pad.

The City of Detroit Department of Innovation and Technology (DoIT) is looking to purchase one (1) generator for the City of Detroit Lyndon Data Center. The generator will meet or surpass the following specifications:

- Must be manufactured by CAT and be compatible with the generator switch gear at the Lyndon Data Center. (The switch gear will be reviewed during the walkthrough.)
- Provide a minimal of 550 kW to the Lyndon Data Center
- Remote Control Smartcard
- Be powered by Diesel.

The winning vendor will be responsible for the following items at the tower locations:

- Installation of shield Cat 6 Ethernet Cable to the nearest Individual Distribution Frame within the Lyndon Data Center.
- Installation of the CAT generator
- Purchase of the Kohler generator based on the recommendation.
- Connecting to the existing Tap box at the Lyndon Data Center
- Testing of the generator
- Installation and Purchase of the concrete slab
- Installation and Purchase of the fencing around the generator
- Provide an overview/compliance statement of design and layout for the proposed-system.

The overview must include:

- A statement confirming the generator system, generator system communications capability, accessories, and control system specifications.
- A statement of methods and materials that will be used to provide natural gas service to the generator system.
- A statement of method to assure proper exhaust ventilation. The generator shall be non-acceptable to fumes entering any part of the interior of the Radio facility.
- A statement of methods and materials that will be needed to install a transfer switch to the new generator that is compliant to all applicable codes.
- A statement of methods and materials that will be used to connect all existing loads to the generator.

All vendors are encouraged to attend the scheduled site walkthrough for this RFQ.

2. MINIMUM QUALIFICATIONS

Quotes will only be accepted from those firms demonstrating a minimum of at least three (3) years of experience providing generator equipment and installation services.

3. PRICING (SEE ATTACHMENT C: PRICING SHEET)

The City of Detroit has made a good faith effort in preparing this RFQ, including estimated quantities listed on the attached bid tab/pricing sheet. Quantities ordered may vary. The City reserves the right to add to or subtract from the items listed on the attached bid tab/pricing sheet for evaluation purposes. The City reserves the right to make multiple awards if it is deemed in the best interest of the City.

The City requests Vendors to include in their quote submission any pertinent information pertaining to order discounts that they may offer if applicable (i.e. bulk orders of a given item, dollar value, etc.)

4. RENEWAL:

There are no renewals with this contract.

5. MINOR DEVIATIONS:

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

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

6. REJECTIONS, MODIFICATIONS, CANCELLATIONS:

The City of Detroit expressly reserves the right to: 1) accept or reject, in whole or in part, any and all proposals/quotes received; 2) waive any non-conformity; 3) re-advertise for proposals/quotes; 4) withhold the award for any reason the City determines; 5) cancel and/or postpone the request for proposals/quotes, in part or in its entirety, and/or, 6) take any other appropriate action that is in the best interest of the City. This RFP/RFQ does not commit the City of Detroit to award a contract, to pay any cost incurred in the preparation of a proposal/quote under this request, or to procure or contract for services.

7. SUPPLIER PORTAL INFORMATION:

Vendor must enroll in Supplier Portal to ensure inclusion in our database and for invoicing purposes. Instructions may be found on the City of Detroit Website which includes tutorials on how to enroll. If you have any questions please send an email to procurementinthecloud@detroitmi.gov or call (313) 224-4600.

8. SUBMITTAL INSTRUCTIONS

All bids must be submitted through the Oracle system. Each bidder is responsible for ensuring that its bid is received by the City on a timely basis. **Faxed or mailed bids will not be accepted.**

Bidders shall not distribute their bids to any other City office or City employee. Bids received become the property of the City. The City is not responsible for any costs associated with preparation or submission of bids. All bids submitted by the due date will be recorded in the Oracle system. Bids received **will not** be available for review. Bids received will be subject to disclosure under applicable Freedom of Information Act. An officer of the company authorized to bind the company to a contractual obligation with the City must sign the bid in the Oracle system. The contact person regarding the bid should also be specified by name, title, and phone number. The successful Bidder(s) will receive an award letter. Bidders who are not awarded will receive a notification that the award decision has been made.

9. REQUIRED SUBMITTAL INFORMATION

Any Contract/Purchase Order resulting from this solicitation shall include the forms indicated below that are available to download in the Oracle system as **FORMS, AFFIDAVITS AND DOCUMENTATION CHECKLIST.pdf**.

Bidders shall complete the required forms, to include this RFQ document (where applicable) and return them, along with the checklist, with the signed bid document. Failure to submit the ARPA Forms may be a basis for rejection of your bid.

Forms and Affidavits

1. Certificate of Authority
2. Amendment Form
3. Conflict of Interest and Disclosure Form
4. Debarment and Suspensions
5. Byrd Anti-Lobbying Amendment
6. Consolidated Affidavits
 - I. HIRING POLICY COMPLIANCE
 - II. SLAVERY ERA RECORDS AND INSURANCE, AND PRISON INDUSTRY AND IMMIGRATION DETENTION SYSTEM RECORDS AND INTERESTS DISCLOSURE
 - III. COVENANT OF EQUAL OPPORTUNITY
 - IV. STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES
7. Non-Collusion Affidavit
8. COVID & ARPA FEDERAL REQUIREMENTS

Documentation Required for Contract.

1. Sample Employment Application
2. Income and Revenue Tax Clearance

3. Three (3) years Financial Information
4. System of Awards Management (SAM)

10. AWARD:

One, or more, awards of contract shall be made on a low total net bid based on the estimated quantities shown; as well as, the vendor(s) ability to provide a given item based on the vendor providing pricing information. If no pricing is provided for any given item, the City shall assume that the item cannot be provided. It is preferred that Bidders quote on all items (if possible), leave no blanks and state "No Charge" where applicable. The City of Detroit reserves the right to delete any item(s) from the award.

If a contract is awarded as a result of this RFQ, it will be a City of Detroit **Professional Services Contract (Attachment E)**. **The term of the contract will be for 18 months.** Any renewal option exercised under this contract is effective only after the approval of the Detroit City Council and signed by the Chief Procurement Officer.

All awards are subject to Ordinance No. 15-0.

11. LITERATURE:

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

12. SPECIFICATION CHECK:

We have read the specifications thoroughly and we:

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

Signed: _____

Title: _____

13. SAMPLES:

Bidder shall furnish samples, if and when requested, at no cost to the City; submitted samples will not be returned. Samples shall be properly marked with vendor’s name and item numbers.

14. EXPERIENCE AND REFERENCES:

Past performance and experience may be factors in making the award.

We have furnished goods and or services of a similar nature, as follows (Complete in entirety):

Reference Form #1	Respondent Response
a. Name of Reference (Company Name)	
b. Project Name/Title	
c. Contact Person Name Contact Person Title Contact Person Phone Number Contact Person E-mail Address	
d. Description of Services Provided	

Reference Form #2	Respondent Response
e. Name of Reference (Company Name)	
f. Project Name/Title	
g. Contact Person Name Contact Person Title Contact Person Phone Number Contact Person E-mail Address	
h. Description of Services Provided	

Reference Form #3	Respondent Response
i. Name of Reference (Company Name)	
j. Project Name/Title	
k. Contact Person Name Contact Person Title Contact Person Phone Number Contact Person E-mail Address	
l. Description of Services Provided	

15. PREVIOUS EXPERIENCE:

The City's past experience with the bidder on previous contracts will be considered in determining the award.

16. BID WITHDRAWAL:

No bid shall be withdrawn for ninety (90) days from submission deadline unless otherwise stated in this bid form. Bidders may suggest reducing this period by clearly stating on bid; however, the City of Detroit reserves the right to reject such bids on the basis on the reduced time period.

17. STOCKING FACILITY:

N/A

18. PRICE: Contract prices are FIRM for the entire contract period.

19. F.O.B.: Goods are to be F.O.B. delivered to GSD various locations.

20. SHIPMENT:

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

The City of Detroit wherein referred to shall mean the City of Detroit, acting through the Chief Procurement Officer.

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

21. TERMS OF PAYMENT:

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

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

22. INSURANCE:

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

23. CONTRACT ACCEPTANCE:

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

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

24. INVOICES:

Original Invoices must be submitted through the Oracle system. A copy of the original Invoice must be submitted to the City of Detroit point of contact identified on the Purchase Order. Bidder must utilize manufacturer's warranty, rebates, or other discounts, as applicable, prior to billing the City for any/all necessary repairs. For further information regarding Invoices, please refer to Section 8 of the General Conditions.

25. PAYMENT:

All properly executed Invoices submitted by the Bidder shall be paid in accordance with the City of Detroit Prompt Payment Ordinance.

26. WARRANTY:

Bidder warrants for a period of one (1) year from the acceptance of the tools that (a) the product performs according to all specific claims that Bidder made in its response to the solicitation, (b) the product is suitable for the ordinary purposes for which such product is used, (c) the product is suitable for any special purposes identified in the solicitation or for which the City of Detroit has relied on Bidder's skills and/or judgment, (d) the product is designed and manufactured in a commercially reasonable manner, and (e) the product is free of defects. Upon breach of the warranty, Bidder will repair and/or replace (at no cost to the City) the product whose nonconformance is discovered and made known to the Bidder. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Bidder will refund the full amount of any payments that have been made. If the product is manufactured by a third party and provided to the City through the resulting contract(s), Bidder shall pass through to the City all original equipment manufacturer's product warranties. In such case, the warranty period shall commence upon acceptance of the tools.

27. TERMINATION OF CONTRACT:

The City of Detroit reserves the right to terminate this contract, for cause as determined by the purchasing director without any liability whatsoever upon ten (10) days' notice. The City reserves the absolute right to terminate this contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Vendor.

28. MISCELLANEOUS:

It shall be the responsibility of the Bidder to thoroughly familiarize themselves with the provisions of these specifications. After executing the contract, no consideration will be given to any claim of misunderstanding.

The Bidder agrees to abide by the rules and regulations as prescribed herein by the City as the same now exists or may hereafter from time to time be changed in writing.

In accordance with 2 C.F.R. § 200.321, Bidders are encouraged to contract with small and minority businesses, women's business enterprises, labor surplus area firms and Detroit businesses. The City strongly encourages the hiring of Detroit residents whenever possible by

contacting Detroit At Work for your hiring needs. Visit the Detroit At Work website at www.detroitatwork.com for specific contact information regarding these opportunities.

29. CHANGES TO FEDERAL REQUIREMENTS:

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

30. ACCESS TO RECORDS AND REPORTS:

Bidder shall maintain full and complete Records reflecting all operations related to this Contract. The Records shall be subject to inspection, review, and audit by the City and the Government-Grantor Agency. Such Records shall be maintained in accordance with generally accepted accounting and internal controls, and all federal, state, and local accounting principles and governmental accounting and financial reporting standards, as required under 2 C.F.R. 200, Subpart D, and 31 C.F.R. Part 35 (Pandemic Relief Programs). All Records must be maintained for a duration no less than the later of (a) five (5) years after all ARPA Funds have been expended or returned to the City and/or the Government-Grantor Agency, as the same may be extended by the Treasury, and (b) December 31, 2031.

The City and any Government-Grantor Agency providing funding under this Contract shall have the right at any time without notice to examine and audit all Records and other supporting data of the Contractor as the City or any Government-Grantor Agency deems necessary.

The Contractor shall make all Records available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. The Contractor shall provide copies of all Records to the City or to any such Government-Grantor Agency upon request.

If in the course of such inspection the representative of the City or of another Government-Grantor Agency should note any deficiencies in the performance of the Contractor's agreed upon performance or record-keeping practices, such deficiencies will be reported to the Contractor in writing. The Contractor agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.

Any costs disallowed as a result of an audit of the Records shall be repaid to the City by the Contractor within thirty (30) days of notification or may be set off by the City against any funds due and owing the Contractor, provided, however, that the Contractor shall remain liable for any disallowed costs exceeding the amount of the setoff.

Each party shall pay its own audit costs. However, if the dollar amount of the total disallowed costs, if any, exceeds three percent (3%) of the dollar amount expended by the City pursuant to this Contract through the date of such audit, the Contractor shall pay the City's audit costs.

Nothing contained in this Contract shall be construed or permitted to operate as any restriction upon the powers granted to the Auditor General by the City Charter, including but not limited to the powers to audit all accounts chargeable against the City and to settle disputed claims.

In accordance with 2 C.F.R. § 200.337 (a) "Records of non-Federal entities", the Government-Grantor Agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity (including, but not limited to the City), or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Contractor which are pertinent to the ARPA Funds, in order to make audits, examinations, excerpts, and transcripts. The foregoing right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents.

The rights of access in this Section 29 are not limited to the required retention period, but shall continue for such longer period as the Records are retained.

The Contractor shall, upon request by the City, provide to the City all data and information as necessary to allow the City to meet the City's reporting obligations to the Government-Grantor Agency, including but not limited to data and information needed by the City for closeout submissions, if any, to the Government-Grantor Agency.

31. GEOGRAPHIC RESTRICTIONS:

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

32. GENERAL CONDITIONS:

It is the responsibility of the Bidder to review General Conditions. In your quotation a distinction between dollars and cents must be made. Also, illegible bids may be grounds for rejection of your bid. All changes made to the bid form altering, price, terms, quote and/or conditions. MUST be crossed out and initialed. Failure to initial any changes will be grounds for rejection of your bid. CORRECTION FLUID IS NOT ACCEPTABLE.

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

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

BIDDING UNDER THE NAME OF:	
	(PRINT FULL LEGAL NAME)
(PURCHASE ORDER WILL BE ISSUED AND PAYMENT WILL BE MADE ONLY IN THE NAME ABOVE. ALL PAYMENTS ARE TO BE MAILED. VENDOR PICK-UP OF PAYMENT IS NOT ACCEPTABLE)	
MAILING ADDRESS:	
PAYMENT MAILING ADDRESS: (IF DIFFERENT FROM ABOVE)	
BUSINESS ADDRESS:	
(CHECK ONE): LEASE _____ RENT _____ OWN _____	
FEDERAL EMPLOYER ID #:	
CHECK ONE:	

CHECK ONE:

CORPORATION, Incorporated Under The Laws Of The State Of _____

If Other Than Michigan Corporation, Licensed To Do Business In Michigan? _____ YES _____ NO

PARTNERSHIP, Consisting of (List Partners)

ASSUMED NAME (Register No.) _____

INDIVIDUAL

IF NOT SIGNED BY OFFICER OF FIRM, THE PERSON SIGNING MUST HAVE AUTHORITY TO COMMIT THE FIRM TO THIS BID.

E-MAIL: _____

AUTHORIZED SIGNATURE:

DATE _____

SIGNED: _____

TELEPHONE NO. _____

PRINTED _____

FAX NO._____

CELL PHONE NUMBER:_____

TITLE/POSITION_____

ALTERNATE COMPANY CONTACT
