

Detroit Public Lighting Authority

Request for Proposal (RFP)

August 31, 2018



**Procurement, Warehousing, and Supply of
Materials for the Detroit Public Lighting Authority
(PLA Store)**

Issue Date: August 31, 2018

Issuer: Detroit Public Lighting Authority

Services Required: Procurement, Warehousing and Supply of Materials for the Detroit Public Lighting Authority (PLA Store)

Period of Contract: TBD

Due Date: October 15, 2018

In compliance with this Request for Proposals and subject to all the conditions imposed in therein, the undersigned offers and agrees to furnish the services in accordance with the attached statement or as mutually agreed upon by subsequent negotiation:

NAME OF FIRM: _____

PRINCIPAL BUSINESS ADDRESS:

PHONE: -----

AUTHORIZED SIGNATURE: -----

TITLE: -----

PRINT NAME: -----

EMAIL: -----

FEDERAL EMPLOYER ID #: _____

Article 1: Background

Procurement and Storage Specifications

The Detroit Public Lighting Authority (PLA) seeks bids from vendors in order to procure warehouse, and supply inventory for materials through barcoding compatible with the Cityworks® Application used for PLA's Maintenance Operations (PLA will provide barcoding software and handheld device), resulting in all materials being purchased by one vendor, being stored in one facility, being accurately identified and tracked – enabling PLA's maintenance contractors access to a “one stop shop” for supplies needed to complete work orders.

Article 2: Corporate Introduction

Established in 2013, PLA is a governmental agency responsible for maintaining, repairing, and replacing the City's street lighting system consisting of over 65,000 lights, and covering over 129 square miles of land. Pursuant to the Municipal Lighting Authority Act (MCL 123.1261 *et seq.*, PLA's Board of Directors has oversight of the organization through its Executive Director, and is required to implement best value supply chain and procurement practices

Additionally, PLA is committed to utilizing and supporting Detroit and Michigan based businesses when possible. Accordingly, it is the expectation that the any PLA Contractor will investigate and pursue local sourcing of work and utilize Detroit and Michigan based businesses in support of any work performed for or on behalf of PLA or its related project whenever practical. Therefore please identify in your Response opportunities provided from Detroit and Michigan based companies.

For more information about PLA, please visit www.pladetroit.org.

Article 3: Scope of Services Overview

PLA has released this RFP to identify qualified Contractors who will procure, warehouse, and supply materials through barcoding compatible with the Cityworks ® Application, to be used for the Public Lighting Authority's maintenance operations.

The Objectives to be achieved by the vendors for this Contract are as follows:

1. Procure all materials on PLA's behalf – Attachment A provides PLA's best estimate of current material inventory and the materials needed for maintaining its lighting system.
2. Store and track all materials using a standardized UPC barcoding system, which is compatible with the Cityworks® Application (PLA will provide barcoding software and handheld device).
3. Ensure that materials purchased are at a reasonable price and the best technology options available on the market.

Objective 1: Procurement – PLA will publish on an ongoing basis, an inventory requirement sheet. The purpose of this document is for the vendor to solicit pre-approved material suppliers to submit bids. Attachment B provides a sample requirement sheet for luminaries and poles. The vendor is expected to select a justifiable supplier from the submitted bids and procure the items required.

Objective 2: Storage – For estimate purposes only, bidders should assume that they would need adequate space to store at least 1000 poles, 10,000 fixtures, 1000 arms, 100 spools of wire, and miscellaneous items such as tagging material, photo cells, etc. The vendor is required to bar code all items. This includes items already in the possession of PLA, as well as those that will be procured under this RFP. The bar code will be standardized UPC barcoding system, which is compatible with the Cityworks® Application (PLA will provide barcoding software and handheld device).

Objective 3: Technology – The vendor is expected to find suppliers (that can be pre-approved) and procure items that reflect the best available lighting technology. For example, as LED luminaire manufacturers start to offer streetlights that are in the “warmer” temperature scale of 3000- K, compared to the 4000+ K currently in the market, supplier of such luminaries will be solicited by the vendor for pre-approval and bids submission.

Responders to this RFP are required to make their “PLA Store” completely transparent. This includes procurement, warehousing, supply, and technology components. As such PLA must be made aware on what basis the vendor selected a particular supplier, what the vendor paid that particular supplier, what storage cost the vendor is charging PLA, and what fees it's charging PLA for maintaining the “PLA Store”. PLA reserves the right to audit the vendor at any time, with or without notice. The vendor is expected to keep hardcopy for two years, and electronic copy

indefinitely, and furnish upon request all pertinent documentation during these audits – this includes but not limited to supplier selection criteria, invoices, payment receipts, warehousing information, and material tracking and use.

Responses to this RFP should contain adequate details on this transparency issue for PLA to make an informed decision during its “PLA Store” vendor selection process.

Article 4: Required Contractor Qualifications

Failure to meet the below qualifications may automatically disqualify Contractor.

- A. Significant experience in utility procurement. Specialized internal subject matter experts familiar with streetlight maintenance and/or utility industry
- B. Large scale warehousing maintenance
- C. Michigan headquarters set (Detroit preferred)
- D. Demonstrated ability to obtain and implement barcoding software compatible with Cityworks® Application

Article 5: Required Proposal Format

In the event a Contractor does not respond to a specific section, then that section should still be included, and marked “Not Applicable.” The detailed requirements of each section are contained below. Proposals shall be emailed in *MS Word or PDF* format. Pricing must be submitted in excel format. **PDF’s of the pricing documents will not be accepted.** Please do not include sales and marketing information in the Proposal. Failure to number Response 1-10 may result in a "non-conforming" bid submittal.

- 1. Proposal Summary
- 2. Profile of Respondent
- 3. Project Staffing
- 4. Material Procurement and Handling Experience
- 5. Warehousing Management Experience
- 6. Safety Program

7. Proposal Exceptions

8. Proposal Validity

Summary of Requirements

1. Proposal Summary

Describe the highlights, key features and distinguishing points of the Proposal. On a separate sheet, include a list of references, not to exceed five (5) for the Proposal and how to communicate with them. Limit this section to a total of two (2) pages excluding the separate reference sheet.

2. Profile of Respondent

Respondent shall include a brief description of the Respondent's business and its corporate organization structure, the number of years in business, business history, the names of all affiliates, diverse business status, and future plans.

3. Project Staffing

3.1 Staffing

Respondent shall describe how the materials will be procured. Key team members shall be identified by name, title and specific responsibilities on the project. Please **do not** include resumes of individuals; rather a brief paragraph describing and explaining their relevant experience and background.

3.2 Use of Detroit Residents

Respondent shall provide their determined plan to exercise to maximize the utilization of Detroit residents in conjunction with the Work, with a minimum target of at least 30%.

4. Relevant Experience

4.1. Client History - Respondent shall provide a summary of relevant street lighting procurement and warehousing experience including the following:

- A. Client name
- B. Project scope
- C. Location of project

D. Type of equipment/materials purchased

4.2. Utility Experience - Respondent shall also provide the above information for any other utility related experience (i.e. overhead and underground lines installation and maintenance) that would display Respondents knowledge of general operation of electrical distribution systems and equipment.

5. Warehousing Management Experience

Respondent shall provide examples of the development of relevant material procurement strategies, outline agreements with equipment manufacturers or distributors, examples and explanations of warehousing capabilities and/or systems, as well as other strategies implemented to obtain and procure major equipment for projects.

Contractor will be required to procure, store and handle all material required for the Work including wire and cable, including LED lighting.

6. Safety Program

Respondent shall include their detailed, comprehensive safety plan/manual including 2017 OSHA recordable rate. All subcontractor's or partners safety information must be included (including OSHA recordable rate).

7. Proposal Exceptions

Describe any exceptions or requested changes the Respondent has to PLA's form agreements, Terms and Conditions, Insurance, specifications and Scope of Work. If there are no exceptions noted, it is assumed the Respondent will accept all form agreements, attachments and requirements identified in this RFP. Contractor further understands and agrees that only items identified as exceptions will be open to later negotiation.

If exceptions to PLA's form agreements are taken, please submit the redlined documents in Word format, using the track changes feature. This MUST be complete and submitted in Respondents submittal. Changes will not be accepted post RFP submittal.

8. Proposal Validity

Contractor must acknowledge and guarantee that the Proposal shall be valid as an open offer for no less than one hundred and twenty (120) business days after the submittal deadline. If the Contractor has any exceptions to this duration, then they must be listed in this section.

Financial Information

Contractor shall include any bankruptcy filings, provide any instances where Contractor paid or the owner had to access the letter of credit in order to complete the project.

Respondent IS NOT required as part of this initial RFP response to demonstrate its financial and operational ability to perform the Work under the contract; however, the Respondent understands and agrees that prior to any contract award it may be required to provide the following:

- a. Annual fiscal financial statements for the previous two (2) fiscal years and fiscal financial statements for the most recent completed quarter for the counterparty or guarantor if guarantee being provided.
- b. Senior unsecured debt credit rating (e.g., long-term senior unsecured debt not enhanced by third party credit support) as assessed by Standard & Poor's, Moody's Investor Services and/or Fitch Ratings.
- c. Name of the bank which provides Contractor's letters of credit if applicable
- d. Describe existing amounts of working capital lines available, including facility size, bank names, and facility termination date

Article 6: Timing and Schedule

Questions must be received by **Friday, September 14, 2018**, 5:00PM EST. Proposals must be received by **Monday, October 15, 2018**, 5:00PM EST. Questions and Proposals will not be considered unless they are submitted to Chief Administrative Officer Marie A. Brown, mbrown@pladetroit.org.

Any exceptions to the response date will be accepted at PLA's sole discretion. PLA reserves the right, in its sole discretion, to extend the RFP due date and/or the requirements of the RFP at any time.

Issue RFP	August 31, 2018
Respondent's Pre-Bid Conference	September 10, 2018
Respondent Questions Due	September 14, 2018
RFP Responses Due	October 14, 2018
Short List Post-Bid Interviews	TBD
Award Contract	TBD

Please note that Respondent's Pre-Bid conference is not mandatory. PLA will make its best effort at capturing all questions and answers discussed during the pre-bid meeting and will distribute any answers to all potential Respondents who attend the Pre-Bid Conference.

Respondent's Pre-Bid Conference Location:

Public Lighting Authority of Detroit
65 Cadillac Square, Suite 3100
Detroit, Michigan 48226
10:00 a.m.

Article 7: Review and Selection Criteria

PLA's objective is to identify the Proposal(s) which best meet the requirements identified in this RFP and provides the best value to PLA and the constituents which it serves

The evaluation process will include the assessment of both economic and non-economic criteria. Non-economic factors will be assessed through a due diligence process that will gauge the relative risks, value and benefits of the Proposal.

Proposals will be evaluated using a multi-step process as follows:

Step 1 - The information provided in the Proposal will first be evaluated for completeness and consistency with the Proposal content and RFP requirements.

Step 2 - As a result of this screening review, PLA may eliminate Proposals that do not meet the requirements described in this RFP from further consideration. PLA will limit follow up contacts to clarify Proposals or request additional information only to those Proposals that meet the requirements described in this RFP. PLA will evaluate the Proposals based on the following criteria, in no particular order:

- A. Pricing
- B. Experience
- C. Procurement Management and Warehousing capabilities
- D. Ability to obtain Barcoding software compatible with Cityworks®
- E. Safety Program
- F. Quality Management Program
- G. Location of Respondent (prefer Detroit)
- H. Plan to utilize Detroit residents

Step 3 – Based on the evaluation set forth in Step 2 above, PLA will short-list Respondents and may conduct post bid interviews prior to making a final selection.

Article 8: Additional RFP Guidelines and Terms

Please carefully review the following guidelines and terms that apply to this RFP. Submission of a response shall be interpreted as an understanding and acceptance of these guidelines and terms set forth herein:

- 1. Disclaimer** - This is not a contract offer by PLA; the RFP responses to this RFP do not bind PLA in any way. PLA reserves the right to discontinue or modify the RFP process at any time, and makes no commitments, implied or otherwise, that this process will result in a business transaction or negotiation with one or more Respondents. All costs incurred by

a Respondent in preparing a response to this RFP and in providing or obtaining additional information to or from PLA shall be borne by the Respondent.

2. **Right of Rejection / Acceptance** - PLA reserves the right to reject any or all responses, to accept any response or to select any combination of responses. PLA reserves the right to waive any irregularity contained in any response.
3. **Right of Withdrawal** - Response may be withdrawn at any time prior to the RFP Due Date. Any request to withdraw a response must be sent via e-mail to mbrown@pladetroit.org.
4. **Documents** - PLA makes no representations or warranties regarding the accuracy or completeness of the information contained in this RFP, including the attachments. The Respondent is responsible for making its own evaluation of information and data contained in this RFP and in preparing and submitting responses to this RFP.
5. **Confidentiality** - The documents, including but not limited to written, printed, graphic, electronic, photographic or voicemail materials and/or transcriptions, recordings or reproductions thereof, submitted in Response to this RFP become public record upon submission to PLA, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.
6. **Post Bid Interview** - PLA may contact Respondent(s) to conduct an in-person interview explaining the details of their proposal.
7. **Organization and Good Standing.** Respondent represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Michigan, has all requisite power and authority to own, operate and lease its properties and is duly authorized to do business in the State of Michigan.
8. **Power and Authority.** Respondent represents and warrants that it has all requisite power to submit a proposal to PLA and to carry out and perform its proposed obligations under any Agreement that may be formalized between Respondent and PLA pursuant to this RFP. All action required on the part of the Respondent and its officers, and agents for the authorization, execution and delivery of this proposal have been taken.

- 9. No Conflict or Breach.** Respondent represents and warrants that the proposed execution, delivery and performance by the Respondent of its proposed obligations under any Agreement that may be formalized pursuant to this RFP will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon the Respondent or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.
- 10. No Debarment, Pending Governmental Action or Record of Violations.** Respondent represents and warrant that it has not been debarred by either the federal, state or any local unit of government from providing services, nor is it currently the subject of any debarment or similar proceedings. Respondent has no record of violation of any federal, state or local government's procurement, and contracting or ethics rules.
- 11. Conflicts; No Undue or Improper Influence or Inducement.** Respondent represents and warrants that no conflicts of interest exist between the Respondent and PLA. Respondent represents and warrants that it has not, and will not, offer to PLA or any of PLA's employees any unlawful inducement, prohibited benefit, or improper incentive to enter into any agreement with PLA. Respondent understands and agrees that no person associated with Respondent shall contact any Public Lighting Authority Director or Officer to attempt to solicit business or to in any way influence such Director or Officer outside of the contact provided pursuant to the RFP.
- 12. Performance of Services; Compliance with Law.** Respondent represents and warrants that the Work proposed to be performed under any Agreement that may be formalized pursuant to this RFP will be performed in a diligent manner in accordance with industry practices, by individuals of suitable training and skill. Respondent's actions and performance of the Services under any Agreement that may be formalized pursuant to this RFP throughout the term of such Agreement shall be in full compliance with all applicable federal, state and local laws, rules, regulations and standards, including all laws applicable to PLA's operations or to which PLA is otherwise bound. Respondent has, and will maintain throughout the term of such Agreement, all licenses, permits, authorizations and approvals necessary for the lawful conduct of its business. No representation or warranty of Respondent contained in any proposal submitted pursuant to this RFP contains any untrue statement of material fact or

omits to state a material fact necessary to make the statements and facts contained herein not misleading.

- 13. Notice to Proceed; Purchase Orders.** Respondent understands and agrees that no work is to be performed under this proposal unless and until an Agreement is signed and a purchase order for the specific work is issued by PLA. Moreover, Respondent understands any work performed pursuant to this RFP.
- 14. Approval of Board; Subject to Contract Negotiations.** Respondent understands and agrees that any vote by PLA Board of Directors merely evidences PLA's intent to enter into negotiations with Respondent. Respondent understands and agrees that its proposal shall not be construed as a contract offer, and that PLA is the only Party that may make an offer to Respondent once the Board has approved negotiations with pursuant to this RFP. No action by PLA shall be construed to represent that an Agreement or any contractual obligation exists other than the full execution by both Parties of a final Agreement. Respondent further understands and agrees: (1) that, even if PLA approves negotiations with Respondent, a final contract may not be executed, and Respondent has no right or cause of action against PLA in the event that a final agreement cannot be reached by the Parties; and (2) PLA may choose to not enter into an Agreement with Respondent at any time, and for any reason.
- 15. Assurances or Reassurances.** PLA has the right to request any Assurances or Reassurances from Respondent it deems necessary at any time before, during and after the RFP due date and or the formation of a contract to ensure Respondent has the capacity to carry out the work. Such Assurances or Reassurances may be in the form: (1) of a sample of the method of contract performance Respondent proposes, (2) requesting financial information from Respondent to ensure it possesses the financial capacity to fund the work; or (3) any other actions or information PLA, in its sole judgment, deems necessary. Respondent understands and agrees that PLA has no obligation to compensate Respondent for any costs associated with providing such Assurances or Reassurances.
- 16. Contract Approval Does Not Guarantee Any Work; Multiple Vendors; Multiple Scopes.** Respondent understands and agrees that any Agreement that may be entered into between Respondent and PLA does not guarantee any specific amount, quantity, or quality

of work. All work assigned by PLA shall be evidenced in the form of a validly issued purchase order that will only be issued after a valid Agreement is executed by the Parties. Respondent further understands and agrees that PLA may select one (1) or more responding vendors to perform all or any portion of the work PLA requires. Respondent has no rights, contractual or otherwise, to any work under this RFP, and may be assigned only a portion of the work PLA requires. If the pricing proposed under this RFP is dependent upon a specific quantity of work, Respondent must state the range of pricing it will charge based on the specify quantities of work assigned.

Attachment A –Materials Inventory and Needs (Estimate)

Poles	Qty in Stock (Estimated)	# Needed (Estimated)
14' Green Pole Decorative		10
48201/202/WGB Brown/non-fluted/frangible 28' pole	83	5
Black Fluted Direct Burial (Boston Edison & Oakman Blvd)	14	10
Comerica Pole		10
Detroit Green Downtown Pole 24'		10
Detroit Green Downtown Pole 28'		10
Downtown Stresscrete Pole (around GVSU)		5
Hapco 18'		5
Hapco 24-8' (0.156) Davit Pole	11	10
Hapco 25'		5
Hapco 26.7' (0.156 Thick) 8in Base Nict/ Joilet Black Pole	3	5
Hapco 28' (0.156 Thick) Pole		15
Hapco 29-8' (0.156) Black Direct Burial		15
Hapco 29-8" (0.156 Thick) Davit Pole		15
Hapco 32' (0.156 Thick) Pole		15
Hapco 32' (0.188 Thick) Pole	114	15
Hapco 32' (0.219 Thick) Pole	4	15
Hapco 35' (0.188 Thick) Pole	10	15
Indian Village Poles - Complete		5
Joseph Berry Sub Pole	10	10
Livernois (Ave of Fashion) poles		5
M10 Lodge Aluminium Pole	22	5
N Woodward Aluminium Pole		5
Niland 19' Black Frangible Pole		5
Niland 23.5' Black Direct Bury Pole		5
P&K Grand River/Gratiot Phase 1 Style Pole		
Palmer Park Poles - Niland 21' Base Cast Direct Burial Green		5
Palmer Woods Stresscrete Pole		5
Sherwood Forest Stresscrete Pole		5
Stresscrete Pole (Tech Park)		5
Valmont 18-6' Black Frangible base (W Grand River)		5
Valmont 24'		5
Valmont 26' Wyoming/WGB/I94		5
Valmont 28' Detroit Green Downtown Pole		5
Valmont Green Fluted Direct Burial Fiberglass Pole (W Outer Dr)	20	20
Victoria Park Niland 14' Black Fluted Poles	7	5
Virginia Park Pole		5
Wood Pole 35/5	50	50
Wood Pole 40/3	30	30

Arms	Qty in Stock (Estimated)	# Needed (Estimated)
Banner Arms		
Brown Precinct Arms		
Comerica Style Double Arms		20
Comerica Style Single Arms		20
Davit Arms for N Woodward		20
Detroit Green Downtown Arms		20
Detroit Style Pole Double Arm	14	20
Detroit Style Pole Single Arms	173	20
Grand River Phase 1 Arms		
Hapco 2' Rise Arms		20
Hapco 5' Rise Arms		20
Hapco 6' Arm (Serial Number: 28934)		20
Hapco 6' Arm (Serial Number: 28939)		20
Hapco 6' Single Davit Arms		20
Indian Village Arms		
Niland Arms - Grand River Decorative		
P&K 9 ft. Arms		
P&K Grand River/Gratiot Phase 1 Arms		
P&K Grand River/Gratiot Phase 1 Style Arms		
Valmont 6' Arm Virginia Park		20
Virginia Park Arms		20

Lights	Qty in Stock (Estimated)	# Needed (Estimated)
150W Cooper HPS Light Fixtures	2137	
250W Cooper HPS Light Fixtures	292	
Beghili Solar Fixture	20	
Boston Edison/Oakman Blvd. Globes		
Cooper 110W Fixture Black		0
Cooper 110W Fixture Gray		0
Cooper 150W HPS Fixtures (in trailer)	2137	0
Cooper 250W HPS Fixtures (in trailer)	292	0
Cooper, 138 Watt L.E.D Fixture Brown		
Cree 101W Fixture	3418	
Cree 139W Fixture	28	500
Cree 214W Fixture	183	500
DPD Precinct LED (OSQ) - Brown	27	
DPD Precinct LED (OSQ) - White	15	
King K118 Black Fixture		200
King K118 Green Fixture		200
King K583		20
King K704 Small Comerica Lum/Globes		50
King K804 480v Fixture(Vernor)	Discontinued	Discontinued
King K804 120V Black Fixture(Vernor)		100
King K804 Black Fixture (Woodbridge)		100
King K804 RAL 6008 (Detroit Green) Fixture	171	100
Leotek 103W Fixture - Gray		100
Leotek 87W Fixture Black		100
Leotek 87W Fixture Gray		100
Phillips Holophane		
Boston Edison Retrofit Kit (12 in box)		20
Boston Edison/Oakman Blvd. Globes		20

Attachments B: Sample Requirement Sheet for Luminaries and Poles

Luminaire: Sample Requirement Sheet											
Manufacturer name and link	Wattage equivalent	Lumen output	Lightbeam angle (Rectangular)	Color temperature (K)	Net weight	Input Voltage	Cost/unit	Munimum units	Warranty	Link to LM80 Report	Link to spec sheet
	150 Watts					120 Volts					

Pole: Sample Requirement Sheet									
Manufacturer name and link	Height	Diameter (inches)	Material	Net weight	Type	Cost/unit	Munimum units	Warranty	Link to spec sheet
	20 feet				Comerica (Decorative)				