

INVITATION FOR PROPOSALS

REQUEST FOR PROPOSALS FUEL MANAGEMENT SYSTEM REPLACEMENT

Sealed proposals will be received in the City of Northville Council Chambers, City Hall, 215 W. Main Street, Northville, Michigan 48167 until **10:00 A.M.** local time on **November 1, 2023** for **CITY OF NORTHVILLE FUEL MANAGEMENT SYSTEM REPLACEMENT** as specified. This invitation for bids with all pages, documents, and attachments contained herein, or subsequently added to and made a part hereof, submitted as a fully and properly executed bid shall constitute a contract between the City of Northville and the successful bidder when approved and accepted on behalf of the City by an authorized official or agent of the City.

All bidders shall complete the Bid and Award page and submit all information requested herein in order for a bid to be responsive. Failure to do so may result in the bid being rejected as non-responsive. The bid document shall be returned in its entirety, in a properly identified and sealed envelope to the City Clerks Office, 215 W. Main Street, Northville, Michigan 48167. This bid shall bear the inscription **"Bid for CITY OF NORTHVILLE FUEL MANAGEMENT SYSTEM REPLACEMENT."** Bids must be received before the time of the Bid Opening. Late bids will not be considered. The City reserves the right to postpone the Bid Opening for its own convenience.

Proof of required insurance will also be required if awarded a contract.

The Contractor will be expected to comply with all regulations specified in Title VI as outlined in this document.

The City of Northville reserves the right to waive any irregularity or informality in bids, to reject any and/or all bids, in whole or in part, or to award any contract to other than the low bidder, should it be deemed in its best interest to do so.

Mike Domine Public Works Directormdomine@ci.northville.mi.us Michael Smith City Clerk <u>msmith@ci.northville.mi.us</u>

REQUEST FOR PROPOSALS (RFP) REQUEST FOR PROPOSALS FUEL MANAGEMENT SYSTEM REPLACEMENT

1. Purpose:

1.1 The City of Northville is seeking proposals from qualified firms to provide, install, implement, train and support an automated fuel management and disbursement system. This fuel management system is for use at the City's Public Works Yard. It is expected that a turnkey solution for an automated fuel management system be provided.

1.2 Systems are to be installed at the City's Yard (650 Doheny Dr., Northville MI 48167. Vendors will be held to have examined the site to determine the conditions under which they will be expected to perform. Failure to inspect will not be considered grounds for additional fees. For additional information or questions contact Mike Domine, Director of DPW at mdomine@ci.northville.mi.us.

1.3 The successful bidder will be required to provide proof of insurance acceptable to the City.

2. Scope of Work:

2.1 The City of Northville is seeking a turnkey solution for an automated fuel management system. The automated fueling system will include the software system(s) required to manage the fueling for a fleet of vehicles and equipment, account for fuel consumed, control access to fueling products, and report real time fuel product inventories and mileage.

2.2 The hardware provided should include a central control processor, communications equipment, and remote fuel control terminals.

2.3 The proposed software should include a data collection system, a set of data entry and query screens, report programs, and date query mechanisms. By using the interface, the user can manage the fueling of vehicles and can control who is allowed to put fuel into selected vehicles.

2.4 The proposed system must be designed to meet the following objectives:

2.4.1 Improve the efficiency, security and control of fuel dispensing.2.4.2 Automate the collection of and provide a method to transfer fuel usage information in real time and also provide appropriate reports to the agency.

2.5 Remove and dispose of existing Petro Vend System.

2.6 The fuel management system must allow system manager the ability to control and capture all fuel and fluid dispensing directly in current fleet management system. The integration validates data such as fuel type, tank capacity and odometer readings in real time as soon as the fuel nozzle is returned to the dispenser.

2.7 Integrate tank level monitoring and inventory control into the automated fuel system utilizing the City's existing tank level monitoring system.

3. Fuel Site Location:

3.1 The remote fuel island terminal awarded under this Request for Proposal will be installed at the Fuel Island. The information of current Fuel Island equipment is listed below.

City Yard	2 - Dispensers and 2 hoses	PetroVend
650 Doheny Dr.	1-unleaded, 1- diesel	

CITY OF NORTHVILLE FUEL MANAGEMENT SYSTEM REPLACEMENT-RFP

Northville, MI 48167

4. Vehicle Fueling:

4.1 Vehicle fueling will be initiated by authorized user input. The authorized user will be required to enter authorized identification number or key fob, vehicle identification, odometer reading, and fuel type for verification prior to pump activation.

5. Central Controller (CC)

5.1 The CC will control polling of the island monitor device for fuel usage data collection. It will also contain software, which will be used to maintain the vehicle database as well as generate all required reports.

5.2 The system must utilize Windows 7 Enterprise. Multi-tasking capabilities, to provide simultaneous access to information by both the fuel control terminal and the database manager are required. While data is being collected, the user should have the ability to view current information.

5.3 This system may not utilize a separate PC and Operating System.

5.4 Vendor must provide and install all necessary networking equipment to connect to PC units.

5.5 Must use CAT6 Shielded Ethernet cable for networking

- 5.6 Must provide support via a local support company
- **5.7** Must provide 1000 HID proximity cards or FOB devices
- 5.8 Must provide encoders for HID proximity cards or FOB devices

5.9 Start-up system and demonstrate to owner how to operate the system.

6. Training

6.1 Included in this Request for Proposal is the education of personnel who will operate, maintain, and enhance the system.

6.2 Training will be provided for the following:

6.2.1 Operation of the island monitor devices.

6.2.2 Preventative maintenance of the island monitor devices.

6.2.3 Operation of any external devices including vehicle unit programmer, computer interfaces, installation of vehicle units and any other computer equipment.

6.3 Training shall be conducted at a user's facility. In addition, all training manuals must be provided. Documentation will cover all facets of the system including the various manuals provided by the manufacturer. Proposers must state what type training, length, and for whom it shall be provided in their proposals.

7. Time For Completion

7.1 Indicate the number of days required to remove existing system and to install the new:

Total Cost for Fuel Management and Disbursement System:

INSTRUCTIONS TO BIDDERS

1. EXAMINATION OF BID DOCUMENT - Before submitting a bid, bidders shall carefully examine these specifications and shall fully inform themselves as to what is required by the City of Northville. The bidder shall indicate in the bid the sum amount to cover the cost of all items included on the bid form.

2. **PREPARATIONS OF BID** - The bid shall be legibly prepared in ink or typed. If an amount already entered by the bidder on the Bid and Award form is to be altered, it shall be crossed out and the new amount entered above or below and initialed by the bidder with ink. The bid shall be legally signed and the complete address of the bidder given thereon.

All bids shall be tightly sealed in an opaque envelope and properly identified. Bids opened by mistake, due to improper identification, will be so documented and resealed. The City of Northville will maintain and guarantee confidentiality of the contents until the specified opening date and time.

3. EXPLANATION TO BIDDERS - Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bids (IFB) and attachments must be requested in writing, and with sufficient time allowed for a reply to reach all prospective bidders before submission of their bid. Any information given to a prospective bidder concerning the IFB will be furnished to all prospective bidders as an amendment or addendum to the IFB if such information would be prejudicial to uninformed bidders. Receipt of amendments or addenda by a bidder must be acknowledged in the bid by attachment, or by letter or telegram received before the time set for opening of bids. Oral explanation or instructions given prior to the opening will not be binding.

4. WITHDRAWAL OF BIDS - Bids may be withdrawn in person by a bidder or authorized representative provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bid. No Bid may be withdrawn for at least ninety (90) days after bid opening.

5. ALTERNATE BIDS - Bidders are cautioned that any alternate bid, unless specifically requested, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirement of this IFB may be considered non- responsive, and at the option of the City, result in rejection of the alternate bid.

6. LATE BIDS - Any bid received at the office designated herein after the exact time specified for receipt **will not be considered.** (Note: The City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid and no award has been made.)

7. UNIT PRICES - If there is a discrepancy between unit prices and their extension, unit prices shall prevail.

AGREEMENT CITY OF NORTHVILLE FUEL MANAGEMENT SYSTEM REPLACEMENT

THIS AGREEMENT is made this ______day of ______, 2023 by and between the CITY OF NORTHVILLE hereinafter referred to as the "OWNER", and _______hereinafter referred to as the "Contractor" as

follows:

That whereas the Owner by due Advertisement for Bids has invited proposals for doing the work hereinafter specified; and the Contractor has submitted a Bid which has been accepted.

NOW THEREFORE, the OWNER and the CONTRACTOR for consideration hereinafter set forth, agree as follows:

1. WORK INCLUDED:

The contractor shall furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories, and perform and complete all the work called for in the specifications in strict compliance with these Contract Documents, which are hereby made a part of the Contract, including any addenda issued during the bidding process.

2. COMPENSATION:

The City of Northville will pay the Contractor for the performance of the items listed in the "Bid and Award" form at the rates provided by the Contractor for the not-to-exceed total cost of:

(\$____)

3. TIME OF COMPLETION:

The Contractor shall begin work under this contract on a date specified in a written "NOTICE TO PROCEED" and shall perform the specified work

4. CONTRACT DOCUMENTS:

The Advertisement for Bids, the Bonds, the Bid and Award Document, the General Conditions, the Technical Specifications, the Special Conditions, Instructions to Bidders, together with the Agreement constitute the Contract Documents for this Contract, and all are as fully a part of the Contract between the City of Northville and the Contractor.

5. JOB SITE SAFETY:

Insofar as job site safety is concerned, the Contractor is responsible for its own employees and their activities on the various job sites, including the methods of work performance, superintendence, sequencing of operations, or safety in, on or about the job sites. The Contractor is solely responsible for job site safety.

6. TERMINATION:

The Agreement may be terminated by either party upon seven (7) days written notice. In the event of termination, the Contractor will be compensated by the Owner for all approved services performed up to and including the termination date.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in (3) counterparts the day and year first above written.

WITNESS:

(Name of Contrac	tor)
(Address of Contra	ctor)
 	By:
 	Title:
CITY OF NORTH	VILLE
 	By:(Public Works Director)
 	Witness:

INDEMNITY AND INSURANCE

Contractor agrees to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Owner, its employees, elected and appointed officials, agents, and volunteers from and against any and all claims, injuries, demands, damages, costs, expenses, liability, suits, (including actual attorney's fees and costs of defense), or liability (including actual attorneys' fees and costs of defense), or liability (including actual attorney's fees and costs of defense), or liability (including actual attorneys' fees and cost of defense), proceedings, orders, and decrees of every nature and description arising before, during, or after completion of the Contractor's work caused or alleged to have been caused by, arising out of, or resulting from or occurring in connection with the performance of the work, lack of performance of the work, and / or any activity associated with the work of the contractor, its agents, employees, subcontractors, or sub-consultants.

Nothing in this agreement requires the Contractor to defend and/ or indemnify the Owner for claims, injuries, demands, damages, costs, expenses, liability, suits, (including actual attorney's fees and costs of defense), proceedings, orders, and decrees caused by, arising out of, or resulting from the sole negligence of the Owner, its employees, elected and appointed officials, agents, and volunteers, or for any amount greater than the degree of fault of the contractor and that of his or her respective sub-consultants or subcontractors. The obligation of the contractor to defend, indemnify and hold harmless the Owner shall survive and continue after final payment, completion of the work, and completion and/or termination of this agreement.

The Contractor shall procure and maintain during the life of this Agreement the insurance requirements as listed below and furnish within fifteen (15) working days of Notice of Award, Certificates of Insurance as well as **required endorsements** providing insurance coverage as follows:

- (A) Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- (B) Comprehensive General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate.
- (C) Automobile Liability Insurance Including Michigan No-Fault Coverage's with limits of liability no less than \$1,000,000 per occurrence, combined single limit for bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and hired vehicles.
- (D) Additional Insured commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be additional Insured: The City of Northville, all elected and appointed officials, all employees, and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming the City of Northville as additional insured coverage afforded is considered to be primary and any other insurance the City of Northville may have in effect shall be considered secondary and/or excess.
- (E) Cancellation Notices All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, ten (10) days for non-payment of premium, Advance Written notice of Cancellation, Non-Renewal shall be sent to: Michael Smith, Clerk, City of Northville, 215 W. Main Street, Northville, Michigan 48167.
- (F) Proof of Insurance The contractor shall provide the Owner at the time that the contracts are returned by him/her for execution, a copy of Certificates of Insurance as well as required endorsements for all coverage's as listed above.

If any of the above coverage expires during the term of this agreement, the contractor shall deliver renewal certificates and/or policies and endorsements to the Owner at least ten (10) days prior to the expiration date. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the Owner. The requirement above should not be interpreted t limit the liability of the contractor. All deductibles and SIR's are the responsibility of the Contractor.

It shall be the Contractor's responsibility to provide similar insurance for each subcontractors or to provide evidence that each subcontractor carries such insurance in like amount showing the City of Northville as "ADDITIONAL INSURED" prior to the time such subcontractor proceeds to perform under the contract.

GENERAL SPECIFICATIONS

- 1. AWARD Project will be awarded on a total basis -NOT SPLIT.
- GUARANTEE The Contractor shall guarantee all materials and workmanship for a period of one (1) year from the final acceptance of the completed work and shall repair, replace or make good any materials of work, which shall fail to function or perform or be found defective, without cost to the City.
- **3. SAFETY** The Contractor shall conform to all applicable OSHA and MIOSHA regulations.
- 4. INDUSTRY RULES AND CODES The successful bidder shall keep fully informed of all local, state, and federal laws, ordinances, and regulations. The successful bidder shall at all times observed and comply with such laws, ordinances, and regulations, which pertain to all materials, equipment, and employees.

Any permits, licenses, certificates, or fees required for the performance of the work shall be obtained and paid for by the successful bidder.

- 5. **REMOVAL OF RUBBISH** The Contractor shall daily remove all rubbish and accumulated materials due to his/her construction.
- 6. DIRECTOR'S STATUS The Director of Public Works or his duly authorized representative will have general authority to stop the work whenever such stoppage may be necessary to insure the proper execution of this contract. He shall have the authority to reject any work or materials, which do not conform to the contract and to decide questions or interpretation which may arise from the contract documents.
- 7. WAIVER OF LIEN Upon completion of all work and request for final payment, the Contractor shall furnish a full unconditional waiver of lien from each supplier and sub-contractor covering all items of work. Failure to supply full unconditional waivers of lien for the entire job upon completion and final payment request will be considered grounds for withholding final payment.
- QUANTITIES The quantities shown in the PROPOSAL & AWARD page are approximate only and are subject to increase or decrease. No guarantee of maximum or minimum will be given by the City.
- **9. SUPERVISION** The Contractor shall employ an experienced superintendent or foreman on the job at all times.

TERMS AND CONDITIONS

AWARD OF CONTRACT

This contract will be awarded by the Northville City Council to the lowest responsible bidder whose bid, conforming to these contract documents will be the most advantageous to the City.

Notification of award will be in writing from the Public Works Director or his duly authorized agent. Upon notification, the Contractor shall submit to the Northville DPW all required insurance certificates and such other documentation as may be requested in this document. Upon their receipt and subsequent approval by the City, the Contractor will receive a written "Notice to Proceed". Work on this project shall not proceed until such notice is received by the Contractor.

Changes in the bid prices by the bidder shall not be allowed. However, the City of Northville reserves the right to negotiate with bidders in the event of , but not limited to:

- No bids received
- Prices quoted are over budget and/or unreasonable
- An option is submitted that modifies the service and reduces the cost.

COMPLETE CONTRACT

This bid document together with its addenda, amendments, attachments, modifications, when executed, becomes the complete contract between the parties hereto, and no verbal or oral promises or representations made in conjunction with the negotiation of this contract shall be binding on either party.

SUBCONTRACTORS – NON ASSIGNMENT

Bidders shall state in writing any and all sub-contractors to be associated with this bid, including the type of work to be performed. The Contractor hereby agrees and understands that the contract resulting from this solicitation shall not be transferred, assigned or sublet without prior written consent of the City.

TAXES

The City is exempt from all federal excise tax and state and use taxes. However, depending upon the situation, the vendor or contractor may not be exempt from said taxes and the City of Northville is making no representation as to any such exemption.

CHANGES AND/OR CONTRACT MODIFICATIONS

The City reserves the right to increase or decrease quantities, service or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Contractor and the City.

Changes of any nature after contract award, which reflects an increase or decrease in requirements or cost, shall not be permitted unless a properly drafted Change Order is submitted to the Public Works Director. City Council approval is required. If changes are performed in advance of City Council approval, this work may be subject to denial and non-payment.

DEFAULT

The City of Northville mat at any time, by 30 day written notice to the Contractor, terminate this contract and the Contractor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- Failure to provide insurance and bonds when called for, in the exact amounts and within the time specified or any extension thereof.
- Failure to perform the services within the time specified herein, or any extension thereof.
- The unauthorized substitution of articles for those bids and specified.
- Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- Failure to perform in compliance with any provision of the contract.

STANDARD OF PERFORMANCE

The Contractor guarantees the performance of the commodities, goods or services rendered herein accordance with the accepted standards of the industry or industries concerned herein, except that if this specification calls for higher standards, then such higher standards shall be provided.

Upon the City's notice of the Contractor's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, the Contractor shall immediately remedy said defective performance in a manner acceptable to the City and required by these contract documents. Should the Contractor fail to immediately correct said defective performance as required by these documents, said failure shall be considered a breach of this contract and grounds for termination of the same by the City.

In the event of any breach of this contract by the Contractor, the Contractor shall pay any cost to the City caused by said breach including but not limited to the replacement cost of such goods or services with another Contractor.

The City reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Contractor is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the City may bar the Contractor from being awarded any future contract with the City.

All remedies available to the City herein are cumulative and the election of one remedy by the City shall not be a waiver of any other remedy available to the City.

INDEPENDENT CONTRACTOR

At all times, the Contractor, any of his/her employees, or his/her subcontractors and their subsequent employees shall be considered independent contractors and not Northville employees. The Contractor shall exercise all supervisory control and general control over all workers' duties, payment of wages to Contractor's employees and the right to hire fire and discipline their employees and workers. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Contractor,

or his/her employees be entitled to sick leave, pension benefit, vacation, medical benefits, life insurance or worker's unemployment compensation or the like.

PROJECT SUPERVISOR

The Contractor and/or Project Supervisor shall be available to meet with the City at a mutually agreeable time to discuss problems, issues or concerns relative to the contract. Either party may call a meeting at any time. When such a request for a meeting is made, the meeting date shall, in no case exceed five working days after the request; and, if in the sole opinion of the

Public Works Director, the severity of the circumstance warrants, no more than one working day.

INSPECTION OF WORK SITES

Before submitting a bid for this work, the Contractor shall be responsible for examining the City Yard and satisfying himself/herself as to the existing conditions under which he/she will be obliged to operate, or that in any way affects the work under this contract. No allowance shall be made subsequently, on behalf of the Contractor, for any negligence on he/her part in not being familiar with the streets the Contractor is required to work on.

WORK HOURS AND HOLIDAYS

The Contractor will not be allowed to work outside of DPW standard hours 7:00AM to 3:30 PM Monday through Friday or holidays.

TITLE VI -NON-DISCRIMINATION PLAN

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

 <u>Compliance with Regulations</u>: The Contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
Further, on any federal assisted contract, the Contractor and sub-contractor agree to comply with the Equal Employment Opportunity Compliance Procedures, CFR 23, Subpart D – Construction Contract Equal Employment Opportunity Compliance Procedures, CFR 49 – Non-Discrimination in Federally-assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964. E.E. 11246, Title VII of the Civil Rights Act of 1964, Michigan's Persons With

Disabilities Act of 1976, and the Michigan Elliot-Larsen Civil Rights Act of 1976.

- 2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractor, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the Contractor covers a program set for in Appendix B of the Regulations.
- 3. <u>Solicitation for Subcontracts, including procurements of Materials and Equipment:</u> In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4. <u>Information and Reports:</u> The Contractor shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to

be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

- 5. <u>Sanctions for noncompliance</u>: In the event the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies, and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
- 6. <u>Incorporation of Provisions:</u> The Contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provision including sanctions for noncompliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State Highway Department to enter into such litigation to protect the interest of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.