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The City of Detroit Office of Contracting and Procurement (OCP) requests proposals from qualified firms to provide Alley Debris Removal and Hauling services.

1. MINIMUM QUALIFICATIONS

Proposals will only be accepted from those firms demonstrating a minimum of **one (1)** year of experience providing the services requested in the RFP for projects of similar scope and size.

2. ADHERENCE TO TERMS OF PROPOSALS

A proposal once accepted by the City of Detroit, may become a binding contractual obligation of the respondent. The failure of a successful respondent to accept this obligation and to adhere to the terms of the respondent's proposal may result in rejection of the proposal and the cancellation of any provisional award to the respondent.

3. REJECTION OF PROPOSALS

The City of Detroit expressly reserves the right to reject any and all proposals, waive any non-conformity, re-advertise for proposals, to withhold the award for any reason the City determines and/or to take any other appropriate action that is in the best interest of the City.

4. BACKGROUND/DESCRIPTION OF ENVIRONMENT

- 5.** Through this RFP, the City of Detroit, General Services Department (GSD) is seeking the services of a Contractor for debris hauling from various locations within the city of Detroit limits. The Contractor will be expected to load and haul all debris from assigned locations. No pickups are anticipated on Sundays or Holidays. The City will provide the Contractor with twenty-four (24) hours' notice of locations, approximate amount of debris expected to be loaded and hauled, and the timeframe the Contractor should be expected to remove all debris as outlined in the Scope of Work below.

6. AWARD CLAUSE INCLUDING RENEWAL OPTIONS

If a contract is awarded as a result of this RFP it will be a City of Detroit Professional Services Contract (sample attached). The term of the contract will be for **one year** with option for zero one-year renewal options. Any renewal option exercised under this contract is effective only after the approval of the Detroit City Council. The City anticipates **one award/multiple awards** as a result of the RFP.

7. OPERATIONAL INFORMATION

Awarded contractor will work closely with City Agency staff. Provide any specific contractor requirements in technical proposal.

The respondent is expected to provide service in accordance with the terms of the executed contract and under the rules, regulations, and supervision of the City.

8. SCOPE OF WORK

RESPONSIBILITIES: The debris to be hauled will be located anywhere within the city of Detroit limits. The contractor will be expected to load and haul all debris from assigned locations. No pickups are anticipated on Sundays or Holidays. The City will provide the contractor with twenty-four (24) hours' notice of locations, approximate amount of debris expected to be loaded and hauled, and the timeframe the contractor should be expected to

remove all debris.

EQUIPMENT AND OPERATING REQUIREMENTS: The contractor shall have available for use an adequate fleet of equipment (trucks, dump trucks, dumpster and trailers) in an acceptable condition to haul the estimated tonnage; and must own or have access to additional units necessary to haul the maximum tonnage and meet the expectations of the contract within the allotted timeframe of removal. The contractor shall include with the bid, a complete up-to-date list of all equipment, machinery and related attachments to be used in the performance of this contract. Written evidence of ownership, lease or purchase agreement shall be submitted when requested.

SITES OF DEBRIS: The debris shall be hauled and dumped at approved, licensed dumpsites as regulated by various governmental agencies as applicable. Disposal tickets or other means of proof will be required with each invoice.

LOST TIME IN HAULING: The City of Detroit will assume no responsibility for time lost in hauling or loading. It will be the responsibility of the contractor to schedule their equipment for hauling with a minimum of delay.

BIDDERS INSPECTION: The bidder will be held to have familiarized themselves with all conditions of loading and dumping. Failure to do so shall not constitute grounds for claims or termination of contract.

TERMINATION: The contract shall be terminated by the City of Detroit if the contractor is found to have disposed of debris illegally. The debris will normally consist of a mixture of material, including but not limited to: household items, construction material, bricks, trees, overgrowth, dirt, soil, leaves, tires, and miscellaneous debris.

9. TECHNICAL INFORMATION

EXCESSIVE GROSS VEHICLE WEIGHTS: It is the contractor's responsibility to direct the loader operator appropriately so that the axle weight does not exceed the legal limits. Any penalty and or liability caused for overweight is the contractor's responsibility.

METHOD OF MEASUREMENT: Each load can be measured at the Scales House located at 2633 Michigan or 12255 Southfield Rd. If any discrepancy of measured weight is detected by the Contractor, it must be brought to the attention of manager or the Scale House Division for resolution. However, if the Scale House facilities are not operable, the vendor is to submit the dump ticket (s) showing the net weight for measuring the quantity.

CONTRACTUAL REQUIREMENTS: The contractor shall reimburse, repair or replace any sidewalk, fences, signs, buildings, poles or any other public and/or private property damaged or destroyed by careless or accidental use of their equipment.

PAYMENT: The payment shall be the actual quantity of materials and debris hauled and dumped appropriately as specified in the contract. The quantity shall be measured and paid

in net tonnage of debris. The net tonnage shall be the difference between filled weight minus and/or less empty weight. The rate shall include all costs of operation, including but not limited to, supervision, insurance, equipment and equipment operator. The rate must cover all expenses for the entire operation.

PRICING: Each contractor is expected to provide competitive pricing with the submission of their proposal.

INVOICING: Invoices shall be provided to the department manager or designee; all invoices shall be consistent in timing (weekly or bi-weekly basis) and contain all information listed in the example below.

10. RESPONDENT PERFORMANCE HISTORY

The respondent shall provide the following information:

- a. Identify in detail at least three (3) similar projects by name, subject matter, location, respondent's services provided and the length of time respondent's service were provided on each (use attached reference form). Included in this informal shall be the description of services provided and the time period during which the services were provided;
- b. Identify the respondent's key personnel working on the projects identified in "section a" above;
- c. Identify any projects in which the respondent's contract was terminated for any reason;
- d. Identify any claims or lawsuits that have been brought against your organization as a result of any services provided within the last ten (10) years;
- e. Attach your organization's financial statements (CPA Certified) for the previous three years; and
- f. Provide an organization chart indicating the key personnel who will provide services resulting from this RFP. Also provide a resume for each of the key personnel.

11. EVALUATION CRITERIA

Technical Proposals will be evaluated before Cost Proposals are reviewed.

65 Points Maximum-Technical Proposal

12. EVALUATION PROCEDURE

After evaluating the proposal, oral presentations may be scheduled with the respondents. A final determination will be made after the oral presentations are complete.

Following the receipt of proposals, a City designated Evaluation Committee will evaluate each response. All PROPOSALS, which meet the required format of this RFP, will be evaluated. Any Proposals determined to be non-responsive to the specifications or other requirements of the RFP, including instructions governing submission and format, will be disqualified unless the City determines, in its sole discretion, that non-compliance is not substantial or that an alternative proposed by the Respondent is acceptable. The City may also at its discretion, request oral presentations, make site visits at Respondent's facility and may request a demonstration of Respondent's operations. If scheduled, a final determination will be made after the oral presentations and/or demonstrations are complete. The City may also at its sole discretion, elect to rank order the qualified proposals, and negotiate with some limited number of the highest scored qualified respondents. A final determination would include the cumulative inputs of this evaluation procedure. All decisions reached by the Evaluation Committee will be by consensus.

13. CONTRACT APPROVAL

Upon contract award, the City and the respondent shall execute a Professional Services Contract, which shall contain all contractual terms and conditions in a form provided by the City. No contract shall become effective until the contract has been approved by the required City Departments and Detroit City Council and signed by the City of Detroit Chief Procurement Officer. Prior to the completion of this approval process, the respondent shall have no authority to begin work under the contract. The Chief Financial Officer shall not authorize any payments to the respondent prior to such approvals; nor shall the City incur any liability to reimburse the respondent regarding any expenditure for the purchase of materials or the payment of services.

14. REQUIRED SUBMITTAL INFORMATION

Technical Proposal and separate Cost Proposal (i.e., organizational chart, resumes, client list, brochures, cover letter, executive summary, etc.)

15. SUBMITTAL INSTRUCTIONS

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

Firms shall not distribute their proposals to any other City office or City employee. Proposals received become the property of the City. The City is not responsible for any costs associated with preparation or submission of proposals. All proposals submitted by the due date will be recorded in the Oracle System. Responses received **will not** be available for review. Proposals 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 proposals in the Oracle System. The contact person regarding the proposal should also be specified by name, title, and phone number. The successful respondent will receive an award letter. Respondents who are not awarded will receive a notification that the award decision has been made.

16. PREPARATION OF PROPOSAL

The proposal shall include all forms as specified in these instructions. Each proposal shall show the full legal name and businesses address of the prospective respondent, including street address if different from mailing address, and shall be signed and dated by the person or persons authorized to bind the prospective respondent. Proposals by a partnership or joint venture shall list the full names and addresses of all parties to the joint venture. The state of incorporation shall be shown for each corporation that is a party to the proposed joint venture.

Respondent shall provide notice in its proposal to take exception to any requirement of the RFP. Should a respondent be in doubt as to the true meaning of any portion of this RFP or find any patent ambiguity, inconsistency, or omission herein, the respondent must make a written request for an official interpretation or correction in accordance with the instructions for submitting questions as specified in this RFP.

Respondents are advised that no oral interpretation, information or instruction by an officer or employee of the City of Detroit shall be binding upon the City of Detroit.

17. REQUIRED CONTENT

Bid responses must include the following content:

Letter of Transmittal

The prospective respondent's proposal shall include a letter of transmittal signed by an individual or individuals authorized to bind the prospective respondent contractually. The letter must state that the proposal will remain firm for a period of one hundred twenty (120) days from its due date and thereafter until the prospective respondent withdraws it, or a contract is executed, or the procurement is terminated by the City of Detroit, whichever occurs first.

Required Clearances and Affidavits

The following clearances and affidavits are required to do business with the City of Detroit. Approved clearances are not required to submit a response to the RFP but will be required of the successful respondent prior to City Council approval.

Respondents must submit requests for clearances electronically via a link in the bid response Requirement Section in Oracle.

Required Clearances
Income Tax
Revenue Tax

Accuracy and Completeness of Information

All information pertaining to the prospective respondent's approach in meeting the requirements of the RFP shall be organized and presented in the prospective respondent's proposal. The instructions contained in this RFP must be strictly followed.

Accuracy and completeness are essential. Omissions and ambiguous or equivocal statements will be viewed unfavorably and may be considered in the evaluation. Since

all or a portion of the successful proposal may be incorporated into any ensuing contract, all prospective respondents are further cautioned not to make any claims or statements that cannot be subsequently included in a legally binding agreement.

In your introduction, please include, at a minimum, the following information and/or documentation:

- A statement to the effect that your proposal is in response to this RFP;
- A brief description of your firm;
- The location of the firm's principal place of business and, if different, the location of the place of performance of the contract;
- A commitment to perform the requested work in accordance with the requirements outlined in this RFP;
- The name and contact information of the of the firm's partner and or manager(s) that will be in charge of this project;
- The firm's financial solvency, fiscal responsibility and financial capability;
- The age of the firm's business and the average number of employees during each of the last three (3) years;
- The firm's current tax status and Federal Employer Identification Number; and
- Evidence of any licenses or registrations required to provide the services under this contract.

18. REQUIRED FORMAT

To be considered responsive, each proposal must, at a minimum, respond to the following RFP sections in their entirety:

- Overall Scope of Work and Operational Responsibilities;
- Respondents Performance History;
- Proposal Submission Procedure; and
- Certificate of Good Corporate Standing, if a corporation Evaluation of the respondent's proposal will be made in accordance with Section 10 of this RFP.

19. REQUIRED COST PROPOSAL

Respondents are requested to make a firm cost proposal to the City of Detroit. If a contract is entered into as a result of this RFP, it will be a contract for fees as related to providing all requested services, with a price not to exceed the total price quoted in the proposal. The City of Detroit reserves the right to select proposals from the most responsible respondents with the most reasonable costs. The City reserves the right to select one or more firms to perform all or separate parts of this function

Indicate the fees you will charge to perform the services. Attach a schedule of fees or hourly rates broken out for each type of staff member that will work on the project (i.e., Sr. Partner, Partner, Associate Paralegal Typist, etc.)

20. TECHNICAL APPROACH

Present a brief description of procedures to be followed, presented in a form which will best assist the City is evaluating your firm's ability to identify, evaluate and communicate while providing the requested services, e.g. fees.

21. QUESTION DEADLINE

All questions regarding the RFP shall be submitted through the Oracle System. Respondents shall provide notice to take exception to any requirements of the Request for

Proposals. Such exceptions may reflect negatively on the evaluation of the Proposal. The City of Detroit does not guarantee a response to questions not submitted after the question deadline.

22. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically providing a straight forward, concise description of the contractor's ability to meet the requirements of the RFP. Emphasis should be on the completeness and clarity of content.

23. PAYMENT

All properly executed invoices submitted by the successful respondent will be paid in accordance with the City of Detroit Prompt Payment Ordinance.

24. ORAL PRESENTATION/DEMONSTRATION

The City reserves the right, at its own discretion, to request Oral Presentations regarding proposals submitted in response to the RFP. Failure to make an oral presentation will be grounds for rejection of your proposal. Proponents will be notified by the Office of Contracting and Procurement of the date, time and location for Oral Presentations.

25. ASSIGNMENT

The services to be performed by the respondent shall not be assigned, sublet, or transferred, nor shall the respondent assign any monies due or to become due to him under any contract entered into with the City pursuant to these specifications, without prior written approval of the City.

26. MISCELLANEOUS

It shall be the responsibility of the respondent 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 respondent 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.

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.

27. MODIFICATION OF SERVICES AFTER CONTRACT APPROVAL

The City reserves the right to modify the services provided by the respondent awarded a contract. Any modification and resulting changes in pricing shall be made by amendment to the contract by the respondent and the City.

28. BID DEPOSIT & PERFORMANCE BOND (OPTIONAL)

Proposers must submit a bid deposit valid for at least 120 (One Hundred Twenty) days, in the form of a bid bond (City of Detroit form attached) or cashier's check in lieu of a bid bond in the amount of \$ZERO. Checks are to be made payable to the Treasurer of the City of Detroit. The amount of each respondents bid deposit will be returned to all unsuccessful respondents and the successful respondent upon contract award or rejection of proposals. **FAILURE TO SUBMIT THE BID DEPOSIT SHALL RESULT IN**

PROPOSAL REJECTION. BID DEPOSITS SUBMITTED IN RESPONSE TO OTHER SOLICITATIONS ARE NOT VALID FOR THIS RFP. THE ORIGINAL, FULLY EXECUTED BID BOND (ON THE CITY'S BID BOND FORM) MUST BE SUBMITTED WITH THE PROPOSAL.

The successful respondent(s) must furnish a performance bond in the amount of ZERO% of the contract value specified in the contract (City of Detroit form attached) guaranteeing the contract will be accepted if tendered an award.

29. CHANGES IN FACTS

Proposers shall advise the City during the time the Proposal is open for consideration of any changes in the principal officers, organization, financial ability of, or any other facts presented in the proposal with respect to the proposer or the proposal immediately upon occurrence.

30. CONFIDENTIALITY OF PROPOSALS

Once proposals have been recorded they are subject to disclosure as per the requirements of the Michigan Freedom of Information Act.

31. NEWS RELEASE

News releases pertaining to these proposal specifications or the provisions to which they relate shall not be made without prior approval of the City and then only in coordination with the City.

32. 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 received; 2) waive any non-conformity; 3) re-advertise for proposals; 4) withhold the award for any reason the City determines; 5) cancel and/or postpone the request for proposals, 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 does not commit the City of Detroit to award a contract, to pay any cost incurred in the preparation of a proposal under this request, or to procure or contract for services.

33. OFFICE OF INSPECTOR GENERAL

- 33.01 In accordance with Section 2-106.6 of the City Charter, this Contract shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to the Contract has an interest in the Contract and fails to disclose such interest.
- 33.02 This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Contract.
- 33.03 A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.

- 33.04 Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor and subcontractor providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.
- 33.05 In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.
- 33.06 Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.
- 33.07 As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.

For purposes of this Article¹

¹ "Public Servant" means the Mayor, members of City Council, City Clerk, appointive officers, any member of a board, commission or other voting body established by either branch of City government or the City Charter, and any appointee, employee or individual who provides services to the City within or outside of its offices or facilities pursuant to a personal services contract.