



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

**RFQ NO. 184332**

**RENTAL OF (2) TWO REFUSE COLLECTION TRUCKS W/SIDE LOADER**

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Buyer: **Hilrie Edwards**

<b>EVENT / ACTIVITY</b>	<b>DUE DATE / TIME</b>
<b>ADVERTISEMENT DATE</b>	<b>January 13, 2024</b>
<b>QUESTIONS DUE</b>	<b>January 23, 2024 @ 1:00pm</b>
<b>ANSWERS DISTRIBUTED</b>	<b>January 26, 2024 @ 1:00pm</b>
<b>BID DUE DATE *</b>	<b>January 30, 2024 @ 1:00pm</b>

\* Quotes must be uploaded into the Supplier Portal on, or prior to the exact date and time indicated above. Late or emailed quotes 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](http://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](mailto:procurementinthecloud@detroitmi.gov) or call (313) 224-4600.



## **1. BACKGROUND / SCOPE OF WORK**

### **INTRODUCTION**

This request consists of the rental of two (2) Refuse Collections trucks with side loaders with the option to rent additional units if the need arises. The units shall be equipped and specified herein.

The trucks shall be delivered, washed, and prepped for service. All stickers, tags, and plates with part numbers, and manufacturers' name, model, or, identifying information shall have all paint, or other material removed so that information may be recorded.

### **GENERAL REQUIREMENTS**

Quotes will be considered only from vendors who offer equipment that is manufactured by companies that are known to be skilled and have been regularly engaged in the manufacture of equipment of the type, class and size specified herein for a period of not less than five (5) years.

To avoid experimental equipment, the vendor shall include in the bid package a list of at least five (5) users of the equipment type offered if the package is located in Midwest, so that the references can be checked by Department personnel.

Delivery time, past performance of the vendor and or the equipment offered, as well as price, will be considered major factors in determining the successful vendor. Delivery time must be submitted in writing, in calendar days from the time of receipt of the rental contract award.

All equipment shall be the manufacturer's latest model.

All equipment should be well maintained, having proper lubrication and/or oil before delivery.

The vendor shall furnish equipment that is established, reliable, and in successful operation. Any experimental or unproved design is not acceptable.

A vendor must be a manufacturer authorized sale, service and/or rental facility.



## **VENDOR RESPONSIBILITY**

### **It shall be the vendor's responsibility to assure all the following:**

All vendors, whether a manufacturer or designated dealer, who can provide materials, features, or options to meet the specifications outlined herein and willfully fails to do so because of price or to gain a pricing advantage in a competitive bid situation, will be deemed non-responsive. Any further consideration of their bid submission will not be made.

Vendors are cautioned to read the specifications carefully. The specifications may include special requirements not commonly offered by the manufacturer; specifications are for a standard unit configuration. Options may change some specific items.

That the complete unit shall meet United States Department of Transportation Safety and Exhaust Emission requirements at the time of delivery. That the entire unit meets all Federal, State, and Local safety and lighting requirements at the time of delivery.

Defective parts and workmanship to be replaced by vendor without cost to the City of Detroit in accordance with the manufacturer's warranty.

Vendor must include a full maintenance package and provide package details.

Delivery shall be made to:

City of Detroit, General Services Division  
Vehicle Control Center  
8221 West Davidson  
Detroit MI, 48238  
**Attention: MARCUS POE**

## **WARRANTY AND MAINTENANCE REQUIREMENTS**

All bids must include full truck maintenance repair coverage, details of coverage must be submitted with bid.



## TECHNICAL INFORMATION

The equipment shall meet or exceed the following minimum specifications and include all items contained within this technical specification.

***NOTE:** Unless otherwise stated, the use of manufacturer’s name and product numbers are only for descriptive purposes and establishing general quality levels. They are not intended to be restrictive. Vendors are required to state exactly what they intend to furnish, otherwise, it is fully understood that.*

	Technical Specifications	Comply	
		YES	NO
		✓	✓
4-1	<b>Design Criteria</b>		
4-1.1	Design criteria shall be in accordance with current industry best practices and engineering standards applicable at the time of construction.		
4-2	<b>General Equipment</b>		
4-2.1	Wheelbase suitable for equipment configuration		
4-3	<b>Automated Side Loader</b>		
4-3.1	Minimum packer body capacity of 33 yd <sup>3</sup> (bustle gate)		
4-3.2	Minimum 4.5 yd <sup>3</sup> hopper capacity		
4-3.3	Maximum width of body shall be 96 inches		
4-3.4	Maximum vehicle height of 11 ft 10 inches inclusive all components		
4-3.5	28-yard loader capacity		
4-4	<b>Hopper and Tailgate</b>		
4-4.1	Hopper capable of handling debris from 450-gallon carts		
4-5	<b>DuraPack Rapid Rail or equal</b>		
4-5.1	Minimum lift capacity of 1,500 lbs. at any extension points		
4-5.2	Lifting mechanism shall be capable of lifting round containers ranging from 64 to 300 gallons.		



4-6	<b>Electrical</b>		
4-6.1	An alert message visible on the InSight display monitor shall warn the driver/operator any time the lift is not fully stowed		
4-7	<b>Lighting</b>		
4-7.1	Clearance, back up, and directional lights		
4-7.2	All lights shall be LED and provided in accordance with FMVSS#108		
4-8	<b>Engine – Single Engine</b>		
4-8.1	Six (6) cylinder turbo diesel		
4-8.2	Tier 4 FINAL compliant or current at time of manufacture		
4-8.3	Horsepower rating: 325 HP minimum		
4-8.4	Engine speed: 2000 RPM		
4-8.5	Net torque: 850 ft.-lbs. @ 2000 RPM minimum		
4-9	<b>Transmission</b>		
4-9.1	Transmission shall be an automatic type,		
4-10	<b>Steering and Brakes</b>		
4-10.1	Factory installed hydraulic steering		
4-10.2	Brake system shall meet Federal Motor Vehicle Safety Standard-121		
4-11	<b>Lights and Accessories</b>		
4-11.1	All necessary lights are required to meet the DOT and Michigan Motor Vehicle Code regulations.		
4-12	<b>Maintenance and Service</b>		
4-12.1	Service plan to handle all scheduled maintenance and lubrication applications as needed		



## **2. MINIMUM QUALIFICATIONS**

- Vendors must provide proof of equipment offered is manufactured by companies that are known to be skilled and have been regularly engaged in the manufacture of equipment of the type, class and size specified herein for a period of not less than five (5) years.
- Vendor must be an authorized dealer/distributor.
- Vendor must provide vehicles that has Side Loader Arms that is capacity to handle 450-gallon containers or greater.

## **3. PRICING (SEE ATTACHMENT C: BID TAB/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. These estimates are not a guarantee of future orders. Quantities ordered shall 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 (i.e. bulk orders of a given item, dollar value, etc.)

## **4. RENEWAL:**

There are no renewals of 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 quotes/quotes received; 2) waive any non-conformity; 3) re-advertise for quotes/quotes; 4) withhold the award for any reason the City determines; 5) cancel and/or postpone the request for quotes/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 RFQ does not commit the City of Detroit to award a contract, to pay any cost incurred in the preparation of a quote/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](mailto: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 the 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:

**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**

- Certificate of Authority
- Amendment Form
- Conflict of Interest and Disclosure Form
- Consolidated Affidavits
  - Hiring policy compliance
  - Slavery era records and insurance, and prison industry
  - Covenant of equal opportunity
  - Statement of political contributions and expenditures
- Non-Collusion Affidavit

**Documentation Required for Contract.**

- Sample Employment Application
- Income and Revenue Tax Clearance
- Three (3) years Financial Information
- 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.

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

**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. PREVIOUS EXPERIENCE:**

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

**14. 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.

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

**16. F.O.B.:** Goods are to be F.O.B. delivered to General Services Department Vehicle Control Center.

**17. SHIPMENT:**

The contractor will be expected to make reasonably prompt deliveries consistent with the 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 to the proposed contract. If, however, in the sole opinion of the Finance Department, Purchasing Division, the contractor fails to render a 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.

## 18. TERMS OF PAYMENT:

A discount of 0 % 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.

## 19. INSURANCE

TYPE	AMOUNT NOT LESS THAN:
Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance, including residual liability insurance under Michigan no fault insurance law)	\$1,000,000.00 combined single limit for bodily injury and property damage
Commercial General Liability Insurance (Broad Form Comprehensive)	\$2,000,000.00 each occurrence \$4,000,000.00 aggregate
Workers' Compensation	Michigan Statutory minimum
Employers' Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident

## 20. 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.



## **21. 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.

## **22. PAYMENT:**

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

## **23. 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.

## **24. 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](http://www.detroitatwork.com) for specific contact information regarding these opportunities.*

## **25. 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 passthrough 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.

## **24. 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)].

## **25. 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.