



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

RFQ NO. 184343

ARPA – DEBRIS REMOVAL AND HAULING

Buyer: Hilrie Edwards

EVENT / ACTIVITY	DUE DATE / TIME
ADVERTISEMENT DATE	January 21, 2024
QUESTIONS DUE	January 31, 2024 @ 1:00pm EST All questions must be submitted online in the Supplier Portal.
ANSWERS DISTRIBUTED	February 5, 2024@ 1:00PM EST

BID DUE DATE *	February 9, 2024 @ 1:00PM EST
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* Quotes must be uploaded into the Supplier Portal on, or prior to the exact date and time indicated above. Late or emailed proposals will not be accepted.

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



1. BACKGROUND / SCOPE OF WORK

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

INTRODUCTION

The City of Detroit Office of Contracting and Procurement on behalf of the General Services Department (GSD) Blight and Remediation Division is seeking qualified contractors to provide debris removal and hauling services.

MINIMUM QUALIFICATIONS

Qualifying Vendor(s) must:

- Have a minimum of one (1) year of experience providing similar services. Provide proof of experience with a minimum of three (3) references identifying similar scopes of work as listed in this RFP. **Attachment A must be completed to be considered for this proposal.**
- Provide proof of waste disposal plan, including name and location of waste disposal company.
- Provide compliance plan including tire removal handling.

DESCRIPTION OF SERVICES

Through this RFP, the City of Detroit GSD is seeking the services of a contractor for debris hauling from various locations within the City of Detroit limits. The chosen Vendor(s) will be expected to load and haul all debris from assigned locations. No pickups are anticipated on Sundays or Holidays. The City will provide Vendor(s) with twenty-four (24) hours’ notice of locations, approximate amounts 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.



PROPOSALS

The GSD Blight Remediation Division, with the concurrence of the Office of Contracting and Procurement reserves the right to reject any and all quotes made under this specification.

AWARD

Multiple contracts may be awarded as a result of this specification.

Vendors shall quote on all items, leave no blanks, and state “No Charge” where applicable. Blank spaces are considered to be no offer. The City of Detroit reserves the right to delete any item(s) from the award.

This Contract will be for a term of one (1) year.

2. 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 24 hours’ notice of locations, approximate amounts 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 yardage 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.

3. 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 the 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.

Damage to Property:

The Contractor shall utilize industry standard procedures, while performing all work associated with this Contract, to minimize the potential for damage to private property or public right-of-way.

The Contractor shall be responsible for all damage caused by his or her work, to rights-of-way, sidewalks, buildings, or other structures and/or facilities. The Contractor shall also be responsible for restoring or replacing any shrubs, trees, turf, or sprinkler lines that are damaged by his/her work. All tire ruts left by equipment must be repaired with topsoil and grass seed. The Contractor shall also be responsible for repairing any irrigation systems damaged during removals. To expedite the repair process, the Contractor shall consider having knowledgeable and qualified employees carry poly pipe and fittings to correct damage of this nature. It shall be the Contractor's responsibility to immediately notify GSD of any damage. Contractors should begin repairs and or replacement of damaged items within 24 hours. Failure to notify the Department of said incidents shall be sufficient grounds for termination of the Contract.

Reporting Procedures:

The selected Vendor(s) shall receive work orders from supervisors within the Blight Remediation Division or a designated representative. A GSD inspector or designee will inspect areas for completeness and aesthetic once the Contractor reports them as completed to the GSD Supervisor.

The Contractor shall be required to send a daily report of the work location status, completions, delays, or reduction of resources. This is to facilitate inspection of work in a timely manner for quality and processing of invoices. Reduction of resources includes but is not limited to the loss of key equipment such as loaders or mowers for an extended period. In addition, labor and any other equipment that would prevent timely completion of each corridor.

As part of the reporting procedure, Contractors should provide before and after picture of all properties they address.

We may require the Contractor to use See Click Fix for tracking purposes.



Documentation:

Vendor(s) must also document all work with before and after digital photographs to support the documentation provided to the City. The City reserves the right to require awarded Contractor(s) to upload photographs and/or information on completed work in the City's system or transmitted through a link provided by the City.

All photos shall adhere to the following standards:

- All photos must be date-stamped
- Photos must be in color
- Before and after photos should be taken from various points of view (e.g. front, corner, rear.) Exterior front, rear, and side views should be taken from a distance far enough away that the entire view of the property can be seen.
- Each point-of-view's before and after photos must be taken from the same perspective, height and angle to clearly show services completed as defined by the associated work order request.
- Limit duplicate photos
- Do not submit photos sideways or upside down. The subject property's horizontal or vertical lines should be squared to the photo edges.
- Avoid taking pictures into the sun.
- Minimize negative space.

A summary of work metrics as requested may be required weekly.

Within seven (7) days of work completion, Contractors are to submit to the City an invoice for all services completed in full. The City may reject payment of charges if completed work documentation is not received.

4. 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.)



5. RENEWAL:

There are no renewals of this contract.

6. 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.

7. REJECTIONS, MODIFICATIONS, CANCELLATIONS:

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

8. SUPPLIER PORTAL INFORMATION:

Vendor must enroll in Supplier Portal to ensure inclusion in our database and for invoicing purposes. Instructions may be found on the City of Detroit Website which includes tutorials on how to enroll.

If you have any questions, please send an email to procurementinthecloud@detroitmi.gov or call (313) 224-4600.

9. 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.

10. REQUIRED SUBMITTAL INFORMATION

Any Contract/Purchase Order resulting from this solicitation shall include the forms indicated below that are available to download in the Oracle system as

FORMS, AFFIDAVITS AND DOCUMENTATION CHECKLIST.pdf.

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

Forms and Affidavits

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



Documentation Required for Contract.

1. Sample Employment Application
2. Income and Revenue Tax Clearance
3. Three (3) years Financial Information
4. System of Awards Management (SAM)

11. 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

12. 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.

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. Each Contractor is expected to provide competitive pricing with the submission of their quote.

16. 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.

17. 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.

18. 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)	\$5,000,000.00 combined single limit for bodily injury and property damage
Commercial General Liability Insurance (Broad Form Comprehensive)	\$5,000,000.00 each occurrence \$10,000,000.00 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
Umbrella/Excess	As determined
Pollution Liability	\$2,000,000.00 each occurrence

19. 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.

20. 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.

21. 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.



22. INVOICING:

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

ITEM	DATE	DESCRIPTION	UNIT OF MEASURE	PRICE (per unit of measure)	QUANTITY	TOTAL PRICE
1	XX-XX-XX	Debris Hauling, and Disposal Service (Assigned Location)	Ton	\$	XXXXXX	\$
2	XX-XX-XX	Tire Hauling and Disposal Service (Assigned Location)	Each	\$	XXXXXX	\$

23. EVALUATION CRITERIA – 100 points

	Evaluation Criteria		Points Possible
1	Experience with Similar Projects	Demonstrated through references with before and after photos.	45
2	Capacity/Work Plan/ Solution	Provide detail work plan of junk and debris removal; include compliance plan for tire removal and waste disposal methods.	35
3	Cost	Highest points will be awarded to the lowest submitted response that is within the established target price range.	20
Total Points Possible			100

24. 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.

25. MISCELLANEOUS:

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



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

In accordance with 2 C.F.R. § 200.321, Bidders are encouraged to contract with small and minority businesses, women's business enterprises, labor surplus area firms and Detroit businesses. The City strongly encourages the hiring of Detroit residents whenever possible by contacting Detroit At Work for your hiring needs. Visit the Detroit At Work website at www.detroitatwork.com for specific contact information regarding these opportunities.

26. CHANGES TO FEDERAL REQUIREMENTS:

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

27. 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.



28. 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)].

29. 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.**



City of Detroit
Office of Contracting and Procurement (OCP)
Request for Quote- #184343 – Blight Removal