



REQUEST FOR PROPOSALS RFP No. 2019-01
DEBRIS REMOVAL FOR THE CITY OF BENTON HARBOR

April 3, 2019

The City of Benton Harbor, Michigan (hereinafter referred to as the "City") invites proposals for debris removal services. Please carefully review this document. If you are interested in making a proposal consistent with the conditions, instructions, requirements, and specifications as contained herein, submit one (1) original and five (5) copies of the *Response Form* together with a comprehensive proposal in a sealed envelope **no later than 4:00 PM (Eastern Time) on Friday, April 26, 2019**. The outside of the envelope should be clearly marked with the Proposer's name and address and identified as "**Submission of Proposal—Debris Removal Services.**" The sealed envelope should be addressed as follows:

Benton Harbor City Clerk
200 E. Wall Street
Benton Harbor, MI 49022
RFP # 2019-01

It is the sole responsibility of the proposer to see that its response and the appropriate documents are delivered on time. Any response received after the scheduled closing time for receiving proposals will be returned to the proposer unopened and will not be considered. Interested proposers are responsible for checking Benton Harbor's website and acknowledging all addenda in their response.

Proposed base pricing for services may be disclosed at a public meeting to receive and file responses of this solicitation at the City of Benton Harbor Board of Bids and Contracts meeting. Other information provided in your response will be considered proprietary and will not be divulged during the proposal review process unless otherwise required by law. Because the services sought will require the expenditure of public funds, part or all of the successful proposal, as well as a resulting contract, will likely be public records within the meaning of the Michigan Open Meetings Act. Prior to acceptance of a proposal, the information contained in each proposal will be used for evaluating the proposer's ability to handle the scope of services and will not be shared with persons not involved in the evaluation of proposals unless otherwise required by law.

Thank you for your interest in serving the City of Benton Harbor.

Darwin Watson
City Manager

1. ABOUT THIS DOCUMENT

This document is a Request for Proposal. It differs from a Request for Bid/Quotation in that the City is inviting a proposal for Debris Removal services that is most advantageous to Benton Harbor, in Benton Harbor's sole discretion. This is **not a bid/quotation** meeting firm specifications for the lowest price, and as such, **the lowest price proposed will not guarantee an award** recommendation. Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the service, of which quality, references, availability or capability, may be overriding factors.

Proposal evaluation criteria will be used as standards by which to measure how well a proposer's approach addresses Benton Harbor's objectives and needs. Criteria that will be considered in evaluating proposals are set forth in this RFP. Benton Harbor will thoroughly review all proposals received and may conduct an interview process for top proposals and to further discuss services and pricing. A proposer's initial offer should therefore be based on the most favorable terms available from a price and technical standpoint. Benton Harbor reserves the right to conduct discussion or negotiation with any proposer regarding any proposal Benton Harbor deems competitive. Benton Harbor may also request best and final offers from any proposers and make an award or conduct negotiations thereafter. Benton Harbor reserves the right to select and recommend for award the proposal which best meets its required objectives and needs, in the sole discretion of Benton Harbor.

Questions regarding this document must be submitted in writing to Daniel McGinnis, Public Safety Director, at dmcginnis@cityofbentonharbormi.gov by 12:00 PM (Noon) on Friday, April 19, 2019. Questions of a substantive nature will be answered in writing as an addendum and posted on the Benton Harbor website at www.bhcity.us by 12:00 PM (Noon) on Tuesday, April 23, 2019.

2. BACKGROUND and OBJECTIVES

Benton Harbor is a city located in Berrien county in southwestern Michigan. It lies on Lake Michigan near the mouth of the St. Joseph River, opposite its twin city of St. Joseph, 50 miles (80 km) west-southwest of Kalamazoo. Originally called Brunson Harbor and a part of St. Joseph, it was renamed for Thomas Hart Benton, a Missouri senator who had supported statehood for Michigan, and it was separately incorporated as a village in 1869, following a disagreement over bridging the river. The City of Benton Harbor is a fast-growing, diverse community. In 2010, the City of Benton Harbor had a population of 10,038 and is a full-service city providing water, sewer, police, fire and other municipal services. The City operates under a mayor/council/manager form of government.

Broadly stated, the City is desirous of selecting a contractor responsible for required services associated with all labor, equipment, material and consumables necessary for the removal of debris on identified lots within the city for a (2) two year period.

3. SCOPE OF SERVICES

The City of Benton Harbor is interested in proposals that will provide quality services at competitive rates. The proposals will be evaluated on experience, quality, price, and turnaround time.

The contractor will also be required to provide all necessary tools, equipment and manpower to satisfactorily remove debris from various sized properties. Debris includes, but is not limited to: trash, tree waste and limbs, and bulky waste (items whose size or shape prevents the item from being placed in a thirty gallon container). Examples of bulky waste are: household appliances, furniture, tires, playground equipment, construction debris, and other similar items. In addition, there may be times where the contractor will be required to cut and remove tree limbs.

The contractor will be required to submit an invoice for payment associated with each property location where services were provided. Invoice(s) shall include property location, services provided, date service provided, and number of hours expended.

For several years, the City of Benton Harbor removed debris from several properties (both private and public) within its corporate limits. Debris removed included, but was not limited to, mattresses/box springs, used motor oil, furniture, construction material and tires .

4. CONFIDENTIAL MATTERS

Anyone submitting a proposal agrees that all data, records and information which proposer, its agents and employees obtain access to, create, and which are the subject of this proposal, remain at all times exclusively the property of Benton Harbor. Anyone submitting a proposal also agrees that all such data, records and information constitute, at all times, proprietary information of the City and that proposer will not disclose, provide or make available any such proprietary information in any form to any person or entity.

In addition, anyone submitting a proposal agrees that it will not use any names or addresses contained in such data, records, and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any such address in such data; that it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records or information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Anyone submitting a proposal further agrees that it will take reasonable steps and the same protective precautions to protect Benton Harbor’s proprietary information from disclosure to third parties as with the proposer’s own proprietary and confidential information and that all data, regardless of form, that is generated as a result of this RFP is the property of Benton Harbor.

5. MANDATORY REQUIREMENTS

This section is provided to assist participating proposers in forming a thorough response for services outlined in this document. Proposals submitted must reflect in detail their inclusion as well as the degree to which they can be provided. The successful proposal shall:

- Submit the name of the lead person from your firm who will be responsible for managing this work for Benton Harbor together with a brief biography detailing experience of said person and a general information about proposer’s company.
- Provide a statement of the respondent's background, experience, and understanding of services required. If available, submit examples of experience with similar projects for municipal governments, including contact information.
- Submit a statement describing the proposer’s present and projected workload, staffing, and ability to provide prompt, quality services.
- Disclose all fees or other compensation to be paid to or on behalf of the proposer by Benton Harbor for services and/or goods provided, including but not limited to hourly rate for services.
- Submit a statement disclosing any current, pending, or potential disciplinary action or complaint(s) or other like proceedings, including any claims in arbitration, mediation, or litigation, against any partner or associate of your firm or team.
- Disclose any actual or potential conflicts of interest with the City, its officers, agents and employees.
- Confirm the requirement to maintain strict confidentiality about all matters of this project.
- Describe any partnerships with any organizations/subcontractors/suppliers that will play a role in this project.
- Identify at least three (3) references including the organization/business, address, contact person, phone number, date of services, and scope of services, unless your firm has prior experience working with the city.
- Provide a copy of your certificate of insurance verifying professional, commercial general, automobile liability, and workers’ compensation insurance coverage with minimum policy limits as detailed in this RFP. The coverage must be maintained and carried in force for the duration of the contract.
- Any additional information believed necessary to assist the City in evaluating your proposal may also be submitted.
- Provide Proposal Response Form

6. TENTATIVE TIME LINE

The following dates are provided to assist interested firms in planning participation in the project described herein.

The dates listed, however, are in no way guaranteed and are subject to change without notice.

Issue Request for Proposals.....	April 12, 2019
Proposals Due.....	April 26, 2019
Personnel/Finance Committee Recommendation	May 1, 2019
City Commission Award	May 6, 2019

7. SELECTION CRITERIA

The selection process will be based on responses to this RFP, verification of references and any interviews required verifying the ability of proposer to provide services in response to this document. The Director of Public Safety will designate an individual or committee to review all proposals and make a recommendation to the City Manager. Following the receipt of the recommendation, the City Manager will present the recommendation to the City Commission.

The proposals will be evaluated based on the following criteria:

1. Demonstrating clearly and completely, your firm's ability to meet all RFP conditions and miscellaneous instructions as outlined herein;
2. Demonstrating the skill and experience necessary to meet Benton Harbor's needs;
3. Meeting mandatory requirements outlined herein;
4. Proposing services described herein with the most advantageous and prudent methodology and cost to Benton Harbor;
5. Providing references reflecting projects having a scope of services similar to those requested by Benton Harbor within the last three years(include location, contact person, telephone number, length of contract, and any other pertinent information related to this type of project); and
6. Provision of a certificate of insurance by the successful proposer evidencing insurance coverage for all work and services to be performed as part of the contract award in amounts not less than the following:

General Liability Insurance Coverage and Limits of Liability

1. General Aggregate	\$2,000,000
2. Products-Comp/Op AGG	\$2,000,000
3. Personal & Adv Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (Any one fire)	\$1,000,000
6. Med Exp (Any one person)	\$1,000,000

Vehicle Liability Coverage and Limits of Liability

1. Combined single limit	\$1,000,000
2. Excess Liability	\$2,000,000

Worker's Compensation Coverage (Per Statutory Limits)

1. EI Each Accident	\$1,000,000
2. EL Disease - Policy Limit	\$5,000,000
3. EI Disease - EA Employee	\$1,000,000

The above amounts are the minimum insurance requirements necessary to comply with the submission requirements for this RFP and may be achieved through the use of an umbrella or excess coverage policy. Said certificate of insurance shall be written by a reputable insurance carrier approved by the City Benton Harbor and the final certificate will name Benton Harbor as an additional insured on general liability and automobile liability coverages.

NO NEGOTIATIONS, DECISIONS OR ACTIONS SHALL BE INITIATED BY ANY FIRM OR PROPOSER AS A RESULT OF ANY VERBAL DISCUSSION WITH ANYONE, INCLUDING CITY EMPLOYEES, PRIOR TO COMPLETION OF THE RFP PROCESS.

Benton Harbor reserves the right to select the proposal best meets, in its sole discretion, its required needs, budget constraints, quality levels, and administrative expectations. Due to the importance of this project, Benton Harbor also reserves the right to select one or more firms to accomplish this task or to reject all proposals.

8. CONTRACT PERIOD and PAYMENT TERMS

The contract form to be entered into with the successful proposer is attached to this RFP as Exhibit A.

9. PROPOSAL CONDITIONS

In submitting a response to this RFP, proposer hereby understands and acknowledges the following:

1. Any response not received by the City prior to the deadline date and time will not be considered.
2. The City reserves the right to:
 - a. Cancel the RFP process or the work described herein prior to issuance and acceptance of any final agreement even if the Benton Harbor City Commission has formally accepted a recommendation and authorized execution of an agreement;
 - b. Accept or reject any and all responses;
 - c. Request additional information or clarification from those submitting responses and allow corrections to errors and omissions. Clarifications to a proposer's response shall be signed by an officer of the proposer authorized to commit the proposer to all terms and conditions contained in the response;
 - d. Disregard responses that do not meet the stated requirements as determined by Benton Harbor. Responses which are non-responsive, conditional or not in compliance with the information requested in this RFP will be disqualified unless Benton Harbor waives such non-compliance;
 - e. Waive any technicalities or irregularities involving any response, including noncompliance;
 - f. Select the proposer that will best meet the needs of Benton Harbor; and
 - g. Negotiate with the proposer submitting the best response to obtain an eventual agreement to provide the requested services.
3. The City will not pay for any information requested herein, nor is it liable for any costs incurred by those submitting proposals.
4. All responses and relative information submitted in response to the RFP will become the property of the City and will not be returned. Each proposer submitting a response waives any right of confidentiality to the proposal documents. If a proposer submitting a proposal considers certain material in the response to be proprietary information, it should clearly designate those portions of the response it wishes to remain confidential. As a public entity, the City is subject to making records available for public disclosure as required by law. The City will make reasonable attempts to maintain the confidentiality of material marked proprietary; however, it cannot guarantee information will not be made public.
5. By submission of a response, each proposer certifies that:
 - a. The proposer has not paid nor agreed to pay any person, other than a bona fide employee or subcontractor, a fee or a brokerage commission resulting from award of the contract.
 - b. Benton Harbor may, by written notice, cancel any award under this RFP if it is found by Benton Harbor that gratuities in the form of entertainment, gifts or otherwise were offered or given to any representative of Benton Harbor with a view toward securing the award of a contract or other favorable treatment with respect to this RFP.
6. The City reserves the right to make any agreements subject to the provisions of the laws of the State of Michigan. Agreements shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of agreements, the City reserves the right to unilaterally sever, modify, or terminate agreements at any time, if in the opinion of its legal counsel the Agreement may be deemed to violate the terms of such law(s).
7. All project participants, consultants, and contractors must comply with applicable Federal, State, County, and local municipal laws pertaining to contracts entered into by governmental agencies, including non-discrimination in employment, and the following terms:
 - a. The successful proposer will observe the provisions of the Michigan Act Against Discrimination and shall not discriminate against any person in the performance of work under this project because of race, religion, color, sex, disability, national origin, or ancestry;
 - b. In all solicitations or advertisements for employees, the successful proposer shall include the phrase "Equal Opportunity Employer," or a similar phrase to be approved by the Michigan Human Rights Commission;

- c. If the proposer fails to comply with the manner in which it reports to the Proper authority in accordance with state law, the proposer will be deemed to have breached its contract with the City and the contract may be canceled, terminated, or suspended, in whole or in part, by the City .
 - d. If the proposer is found guilty of a violation of the Michigan Act Against Discrimination under a decision or order of the Michigan Human Rights Commission which has become final, the proposer will be deemed to have breached its contract with the City and the contract may be canceled, terminated, or suspended, in whole or in part, by the City ; and
 - e. The successful proposer will include the provisions of the above subsections (a) through (d), inclusive, of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or contractor.
8. Alternate proposals (two or more proposals submitted) will be considered for an award. The City reserves the right to make the final determination of actual equivalency or suitability of such proposals with respect to requirements outlined herein.
 9. The City may award a contract based on initial offers received without discussion of such offers. A vendor's initial offer should therefore be based on the most favorable terms available from a price and technical standpoint. The City may however have discussion with those vendors that it deems, in its discretion, to fall within a competitive range. The City may also request best and final offers from such proposers and make an award and/or conduct negotiations thereafter.
 10. Prices proposed may not be withdrawn for a period of 120 days immediately following the opening of proposals. Prices MUST be free of federal, state, and local taxes unless otherwise imposed by a governmental body.
 11. The City interprets "lowest responsible proposer" as requiring it to (a) choose between the kinds of materials, goods, wares, or services subject to the proposal, and (b) determine which proposal is most suitable for its intended use or purpose and maintenance costs of items upon which proposals are received. The City can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective proposers.
 12. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information, if necessary, to assist the City in analyzing your proposal.
 13. After the award, if the successful proposer refuses or fails to provide the services within the times specified in the RFP proposal or contractual agreement, the City may, by written notice, terminate the award and contract.

10. PROPOSAL RESPONSE FORM (2019-01) for Debris Removal for the City of Benton Harbor

FIRM NAME _____

CONTACT _____

ADDRESS _____

CITY/STATE _____ ZIP _____

PHONE _____ FAX _____

TAXPAYER I.D. NUMBER _____

COMPANY WEB SITE ADDRESS _____

E-MAIL _____

TYPE OF ORGANIZATION (check one):

- Sole Proprietorship
- Partnership
- Corporation
- Public Corporation
- Minority Business Enterprise
- Woman-Owned Business Enterprise
- Small Business Enterprise

PROPOSED PRICING: Please include pricing for the following type of work requested.

Debris Removal (per hour inclusive of all tipping and disposal fees)	
Debris Removal (daily rate inclusive of all tipping and disposal fees)	

Requests for debris removal services will be submitted in writing to the successful company's designee when needed. Company understands that the services should be considered urgent and completed by deadline, requests will be given two business days prior to deadline.

In submitting a proposal, firm acknowledges every section of this document including all requirements, terms, conditions, and sections of this document. Proposal submission format should be by order in which document is outlined. Exceptions to any part of this document and any attachments should be clearly delineated and detailed throughout this proposal process.

The undersigned, on behalf of the proposer, certifies that: (1) this proposal is made without previous understanding, agreement or connection with any person, team or corporation making a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm or team in whose name the proposal is entered; (4) they have read the complete RFP and understand all provisions; (5) if accepted by the City, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

AUTHORIZED SIGNATURE: _____

TITLE _____ DATE _____