



## City of Plymouth

Department of Municipal Services  
1231 Goldsmith  
Plymouth, Michigan 48170

[www.plymouthmi.gov](http://www.plymouthmi.gov)  
Phone 734-453-7737  
[dms@plymouthmi.gov](mailto:dms@plymouthmi.gov)

October 17, 2022

### CITY OF PLYMOUTH REQUEST FOR PROPOSALS

## 2022 Bulk Leaf and Materials Hauling

Notice is hereby given that the City of Plymouth will accept sealed bids until, **Tuesday, November 1, 2022, 10:00 A.M.** at 201 S. Main St., at which time all proposals received shall be publicly opened and read aloud for:

### 2022 Bulk Leaf and Materials Hauling

Specifications, bid documents and proposal forms may be obtained from the City of Plymouth website, [www.plymouthmi.gov](http://www.plymouthmi.gov), or from the office of the Purchasing Agent during regular office hours.

The City Commission reserves the right to accept or reject any or all bids, in whole or in part, and to waive any irregularities.

Deliver/Address bids to:

Department of Municipal Services  
C/O Maureen Brodie, City Clerk  
City of Plymouth  
201 S. Main St.  
Plymouth, MI 48170

In a sealed envelope bearing the inscription:

**“2022 Bulk Leaf and Materials Hauling  
For opening: November 1, 2022, 10:00 A.M.”**

If you have any questions, please contact:

Chris Porman, Director – DMS, [cporman@plymouthmi.gov](mailto:cporman@plymouthmi.gov) 734-453-7737  
Adam Gerlach, Assistant Director – DMS, [agerlach@plymouthmi.gov](mailto:agerlach@plymouthmi.gov) 734-453-7737

**CITY OF PLYMOUTH**  
**REQUEST FOR PROPOSALS**  
**2022 BULK LEAF AND MATERIALS HAULING**

**Information:**

It is the intent of this bid to solicit for the removal and disposal of bulk leaves and spoils generated by the City of Plymouth Department of Municipal Services. Contract award includes two additional one year renewal options. The scheduling and inspection contact for the winning bidder will be from the Department of Municipal Services.

**Detailed Specifications:**

*1. Locations:*

The City of Plymouth has one main collection site from which materials will be collected from. This site may not be all inclusive; however the vast majority of collections will take place at the following location.

- a. The primary location is Riverside Cemetery at 680 Plymouth Rd., Plymouth, MI 48170 (located behind the 35<sup>th</sup> District Court at 690 Plymouth Rd., Plymouth, MI 48170). Spoils materials collected from this site include brush chippings, street sweeper debris, and spoils from water main breaks, etc. The average over the last three years has been approximately 8000 cubic yards of materials hauled from this location. The amount of loader work has averaged 85 hours per year during the same three year window. This site is utilized year round for materials to be collected.

Additionally, this location is used during our bulk leaf collection program, approximately October to January. The average yearly collection for bulk leaves over the past three years has been 7,250 cubic yards, with the average loader work of approximately 70 hours per year over the same three year window.

- b. The location of the seasonal stockpile of leaves may vary, but will be within one mile of the City of Plymouth limits. The City will be using a site that will allow for trucks to pull through after loading. Historically, the yard off of Hines Dr. just south of Wilcox Road has been utilized for this purpose.

*2. Disposal:*

1. The contractor shall **NOT** include additional disposal fees. Those charges should be incorporated into the price per cubic yard bid based on the material being hauled. The contractor shall provide all prices inclusive of all foreseen costs. No additional surcharges, charges, fees, extras, etc. will be permitted.
2. The contractor shall procure all required permits at his/her own cost. Contractor is responsible for identifying and disposing of spoils in acceptable locations in accordance with all applicable local, state or federal requirements.
3. Hazardous materials are not part of the scope of this work.

*3. Schedule:*

1. The schedule will be as follows:
  - a. The winning bidder will be contacted to haul spoils on an as needed basis.
  - b. Bulk leaf hauling will be on an as needed basis as well. The winning bidder will be contacted as to the schedule for leaf collection to help coordinate the beginning of the leaf hauling.
2. Every effort shall be made to schedule all work during dry weather to minimize tracking of soil onto roadways.

#### *4. Inspection:*

1. The winning bidder will be required to provide a detailed listing of all trucks and equipment. Detailed information to be provided for each vehicle includes but is not limited to:
  - Identification number (VIN), make, model, volumetric capacity, and weight loading capacity.
2. The City reserves the right to inspect trucks and equipment at anytime.
3. The City reserves the right to require a city inspector be present at the time of the loading.

#### *5. Contract:*

1. The contract is initially for the period: November 7, 2022 through October 31, 2023.
2. The successful bidder will provide a written contract. The contract documents are to be furnished by the successful bidder within 10 business days following the award of the bid on November 7, 2022 by the City Commission.
3. The contract may be renewable annually for a total of three consecutive years. Contract extensions are to be reviewed by Municipal Services on an annual basis and may be awarded in writing annually. This contract will be put out for bid again in the year 2025 at the latest, regardless of the performance of the contractor.
4. Upon extension of the initial contract, a new contract will be written up by the contractor for each one year extension.
5. The contractor shall not obligate the City of Plymouth to make any payments to another party, nor make any promises or representations to another party for, or in behalf of, the City of Plymouth, without prior written approval from the City of Plymouth DMS.
6. The City of Plymouth is a tax exempt entity.
7. The City of Plymouth reserves the right to split the award of this contract to multiple bidders. Divisions of this contract include, but are not limited to: Bulk leaf only and Spoils material only.

#### *6. Bonding & Insurance:*

- Every bidder must provide proof of Comprehensive General Liability Insurance with minimum limits of \$500,000 combined single limit bodily injury and/or property damage.
- Every bidder must provide proof of Automobile Liability Insurance with minimum of \$500,000 combined single limit bodily injury and/or property damage.
- Every bidder must provide proof of Worker's Compensation Insurance that complies with the Worker's Compensation laws of Michigan.

#### **Vendors with Questions:**

Questions related to this Request for Proposal should contact Chris Porman or Adam Gerlach at the Department of Municipal Services at 734-453-7737 or [agerlach@plymouthmi.gov](mailto:agerlach@plymouthmi.gov) or [cporman@plymouthmi.gov](mailto:cporman@plymouthmi.gov)

## **INSTRUCTION TO BIDDERS:**

Each proposal shall be made on a form prepared by the City of Plymouth (included in this document). Proposals shall be submitted in a sealed envelope bearing the name of the bidder and the inscription:

**“2022 Bulk Leaf and Materials Hauling  
For opening: November 1, 2022, 10:00 A.M.”**

**EXAMINATION/INTERPRETATION OF THE CONTRACT DOCUMENTS & ABILITY TO BID:** It is the intent of the City of Plymouth that all qualified contractors be able to bid under these specifications. If the bidder feels that the specifications are unreasonably restrictive and prevent an effective bid from being submitted, then the bidder is encouraged to notify the City and provide a written request for interpretation of the specification that is being considered restrictive.

The City is under no obligation to consider alternate proposals to the specifications unless specifically permitted in the bid documents. Oral presentations will not be considered. **When specific brand, model or equivalent from another manufacturer is requested, bidder shall include with bid, documentation as to the performance, functionality and degree of similarity of the equivalent as referenced in the specifications.** Bidder shall note in bid documents any deviations from the specifications.

Before submitting a proposal, bidders shall read the specifications and other bid documents and shall fully inform themselves as to all existing conditions and limitations and shall include in the proposal a sum to cover the cost of all items included in the specifications. Any bidder in doubt as to the true meaning of any part of the specifications or contract documents may submit to the Purchasing Agent a written request for an interpretation or correction thereof. The person submitting such request will be responsible for its prompt delivery. If the interpretation is of general significance to all bidders, the City will attempt to fax or mail a copy of the interpretation to all parties known to be considering the bid. If the interpretation is of sufficient importance to potentially affect other bids, then the City may extend the bid due date to give all potential bidders an opportunity to consider the interpretation. Neither the City, nor its agents and employees, shall be responsible for any other explanations or interpretations of the specifications and bid documents, other than those issued in writing by the Purchasing Agent.

**ADDENDA:** Any addenda issued prior to the bid opening shall be covered by the bidder in the proposal and shall be made part of the contract documents. Receipt of such addendum shall be acknowledged in the proposal.

**DELIVERY OF PROPOSALS:** Bids shall be delivered by the time and to the place specified in the Notice to Bidders. It is the sole responsibility of the bidder to see that his/her proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals shall be returned to the bidder unopened. To avoid late receipt and disqualification of bids, it is recommended that bidders personally deliver bids or utilize overnight or certified mail with return receipt requested. **BIDS SHOULD BE DELIVERED IN SEALED ENVELOPES BEARING THE INSCRIPTION:**

**“2022 Bulk Leaf and Materials Hauling  
For opening: November 1, 2022, 10:00 A.M.”**

**DELIVER BIDS TO:** Department of Municipal Services  
C/O Maureen Brodie, City Clerk  
City of Plymouth  
201 S. Main  
Plymouth, MI 48170

**WITHDRAWAL:** Any bidder may withdraw his proposal, either personally or by telegraphic, faxed or written request, at any time prior to the scheduled closing time for receipt of proposals.

**OPENINGS:** Proposals will be opened and publicly read aloud immediately following close of time for receipt of said proposals.

**BIDDERS QUALIFICATIONS/REFERENCES:** All bidders shall include a list of at least three references, preferably municipalities, which the City may contact regarding the bidders performance. Upon request, the bidder shall also furnish a written statement of its qualifications for the proposed work and a list of work completed on similar projects.

**DURATION OF PROPOSALS:** Each proposal shall be considered binding and in effect for a period of forty-five (45) days following the bid opening.

**EVALUATION OF BIDS AND AWARD OF CONTRACT:** The City reserves the right to accept or reject any and all bids, in whole or in part, and to waive any and all irregularities and informalities not involving price, time, or changes in the work and to negotiate contract terms with the successful bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies in the multiplication of units of work and units of prices will be resolved in favor of unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating bids, the City shall consider the qualifications of the bidders, whether or not the bids comply with the specifications and such alternates, unit prices and other data requested in the bid documents.

Subject to the approval of the City Commission, the contract will be awarded to the lowest responsive and responsible bidder. Responsibility of the bidder will be determined on the basis of past performance and work of similar character, equipment and labor available to do the work, and financial status. The contract shall be considered to have been awarded after the approval of the City Commission has been obtained and a formal Notice of Award duly served on the intended awardee. The contract shall not be binding upon the City until the agreement has been duly executed by the bidder and the duly authorized officials of the City.

**EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for

employment because of race, religion, color, or national origin. The contractor shall further not discriminate against any employee or applicant for employment to be employed in the performance of this contract with respect to his/her hire, tenure, terms, conditions, privileges of employment or any matter directly or indirectly related to employment because of age, except in cases of bona-fide occupational qualifications. Non-compliance with the non-discrimination clause of this contract shall result in cancellation, termination or suspension of the contract and the contractor may be declared ineligible for further City of Plymouth contracts.

**HOLD HARMLESS CLAUSE:** The contractor agrees to defend and hold the City of Plymouth and its tenants harmless from any claims, actions, damages, losses and expenses of any sort arising out of or in connection with any act or omission of said company, its employees, stewards agents or sub-contractors.

**FAILURE TO PERFORM:** Failure to perform according to the specifications and bid will result in immediate cancellation of the contract, with the understanding that the City will contact the contractor and inform him/her of any deficiencies and allow corrections of said deficiencies to be made within 24 hours of such notification. Repeated failures of same deficiency will result in immediate termination of the contract after written notice has been given and noted as final notice of failure to comply.

**NON-COLLUSION AFFIDAVIT:** Bidders will complete the enclosed Affidavit of Non-collusion by Contractor form.

***THE CITY OF PLYMOUTH RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS, IN WHOLE OR IN PART, AND TO WAIVE ANY IRREGULARITIES.***

## AFFIDAVIT OF NON-COLLUSION

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

\_\_\_\_\_ (name), being first duly sworn deposes

and says that he is \_\_\_\_\_ (title)

of \_\_\_\_\_ (corporation)

who submits herewith to the City of Plymouth a proposal for **2022 Bulk Leaf & Materials Hauling** for the City of Plymouth certifies:

That all statements of fact in such proposal are true;

That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That such proposal is genuine and not collusive or sham;

That said bidder has not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Plymouth, or of any other bidder or anyone else interested in the proposed contract; and further

That prior to the public opening and reading of proposals, said bidder:

1. Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
2. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his bid;
3. Did not in any manner, either directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else or to raise or fix any overhead, profit, cost element of his proposal price or of that of anyone else;
4. Did not, directly or indirectly, submit his proposal price or any breakdown thereof, or the content thereof, or divulge information relative thereof, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to any person or persons who have a partnership or other financial interest with said bidder in this business.

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

**CITY OF PLYMOUTH  
2022 BULK LEAF AND MATERIALS HAULING  
PROPOSAL FORM**

Spoils Material Hauling: Location: Riverside Cemetery

	Price Per Cubic Yard	Price Per Loader Hour
Spoils Material Hauling Year 1	/YD	/HR
Spoils Material Hauling Year 2	/YD	/HR
Spoils Material Hauling Year 3	/YD	/HR

Bulk Leaf Hauling: Location: Riverside Cemetery/Seasonal Use Bulk Leaf Stockpile Area

	Price Per Cubic Yard	Price Per Loader Hour
Bulk Leaf Hauling Year 1	/YD	/HR
Bulk Leaf Hauling Year 2	/YD	/HR
Bulk Leaf Hauling Year 3	/YD	/HR

Contractor Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contractor Contact Person: \_\_\_\_\_

The Undersigned, having examined the scope of work, hereby proposes to perform the work in a manner satisfactory to the City of Plymouth in accordance with all specifications, terms and conditions contained in this bid document at the following rates and prices and complete all work within schedules as generally stated and specifically agreed to at the initiation of each phase of work. I affirm that I have the authority to submit this bid to the City of Plymouth for the work specified on the attached sheet. I propose to supply the materials and labor to the City as outlined in this proposal in a timely manner.

Signature of Authorized Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Authorized Agent: \_\_\_\_\_



**CITY OF PLYMOUTH  
REQUEST FOR PROPOSALS  
2022 BULK LEAF AND MATERIALS HAULING  
BID AND PROPOSAL CHECKLIST**

- Sealed bid delivered/addressed to: Department of Municipal Services, C/O Maureen Brodie, City Clerk, City of Plymouth, 201 S. Main St., Plymouth, MI 48170
- Sealed envelope inscribed with: "2022 Bulk Leaf and Materials Hauling For Opening: November 1, 2022, 10:00 A.M."
- Sealed bid delivered by November 1, 2022, 10:00 A.M.
- Submit three (3) copies of the bid proposal documents
- Submit Affidavit of Non-collusion
- Submit Proposal Form
- Submit copies of Insurance Certificates
  - o Workman's Compensation
  - o General Liability
  - o Automobile Liability
- Submit a list of a minimum of three (3) references, preferably municipalities, which the City may contact, including contact person and phone number