



City of Oelwein, Iowa

Request for Proposals

Single Hauler Program

Residential Refuse Collection, Recycling, and Bulk Pickup

1. Introduction

The City of Oelwein, Iowa (the City) is soliciting proposals from qualified bidders for Residential Refuse Collection, Bulk Pickup, and Recycling. This program will involve single family residences, duplex family residential units, and all city buildings. This program does not include apartment buildings, multi-family complexes and commercial properties located within the City.

For the purposes of the health, safety, welfare and the potential cost reduction for our residents the City Council has decided to enact the Single Refuse Hauler aspect as a viable alternative to the current system. All single and dual family residential units will be required by local ordinance to participate in the Single Hauler Program.

All bidders must submit a complete proposal which includes the form attached as **Exhibit A**, as well as a Statement of Bidders Qualifications, Documentation of Proper Insurance Policies and a list of references.

Request for Proposal (RFP) specifications can be picked up at the City Hall, 20 2nd Ave. SW, Oelwein, Iowa 50662.

All RFPs shall be marked: “**Single Hauler Refuse Program-BID**” and shall be delivered to the City of Oelwein- City Office by: December 14, 2023 at 11:30 A.M. Public Bid opening will be December 14, 2023 at 11:35 A.M. in the City Council Chambers Office located at City Hall, 20 2nd Ave. SW, Oelwein, Iowa 50662.

2. General Information

The City of Oelwein is located in southern Fayette County, Iowa. A twelve-month average shows there are 2,430 total residential units that use the single hauler program. The residential refuse to be collected, hauled and disposed of by the successful bidder consists of normal household rubbish, garbage, and recycled materials.

As a condition of the local ordinance, residents would not be allowed to contract with another waste hauler outside of the successful bidder’s agreement. Recycling containers shall be provided for residents and shall be hauled and disposed of as a matter of contract.

Services are to begin May 1, 2023.

The form of the contract to be entered into between the City and the successful bidder, which contains all terms and conditions for providing the Services, is attached as Oelwein Single Hauler Agreement.



The RFP is a solicitation for bids and not intended as an offer to contract. The City of Oelwein reserves the right to issue clarification(s) and other directives concerning this RFP, to require clarification or further information with respect to any Proposal and to determine the final terms of the contract. The City also reserves the right to accept or reject any and all Proposals in the best interest of the City and its residents. Acceptance of the Proposal will be based upon factors including, but not limited to, cost to provide the services, completeness of Proposal, thoroughness of information provided, customer service standards, value-added services and prior Bidder performance with waste collection systems similar to those described herein.

All Proposals are firm offers to enter into the Contract and no Proposal shall be deemed rejected, notwithstanding acceptance of any other Proposal, until the Contract has been approved by the City Council and executed by both the City and the Successful Bidder.

3. Scope of Services

A. The Services to be provided by the Successful Bidder for the per unit prices to be indicated on **Exhibit A** include the following:

- 1) Collecting, hauling and disposing of Residential Refuse from dwelling units and city buildings located within the city once per week.
- 2) Collecting, hauling, and disposing of residential refuse from dwelling units and all city operated buildings, curbside collection of recyclable materials. Collection of recyclables shall be the same day as the collection of residential refuse and shall occur bi-weekly.
- 3) Collecting, hauling, and disposal of solid waste, rubbish, building materials and garbage of all city operated buildings from approved dumpsters (to be provided by the Successful Bidder) can occur independently of the residential refuse pick-up schedule.
- 4) The hauler will provide a bulk item pickup on the first full week of each month. Residential units will be allowed to place paid for bulk items on the curb the night before their normal pickup day. Bidders may be able to negotiate the bulk item pickup to work best for the bidder and city. Pickup for bulk items changes to weekly from May until August. The city has a program from May 1 to August 31 where bulk item tickets are discounted to residents. In 2022, the City had over 545 bulk items picked up from May to August during the weekly pickup.
- 5) The city will bill on the utility bill and pay the hauler monthly. The city will pay based on the number of bills sent out for the month. This number will be provided to the contractor.
- 6) Hauling of all residential refuse collected in accordance with the Fayette County Comprehensive Solid Waste Management Plan along with the Fayette County Landfill 28E Agreement at the Fayette County Transfer Station, and permitted by the Iowa Department of Natural Resources.
- 7) The hauler must provide separate, hard sided, plastic containers for the collection and temporary storage of residential refuse and recyclables (an approved container). The approved container for residential refuse shall have an attached, closing lid. It shall also have upon it the company name of the successful bidder and an "800" or local number for contact.



- 8) The successful Bidder shall provide at least two (2) 96 gallons carts. One cart will be clearly marked for refuse, and one container clearly marked for recycling. The city has a green lid for recycling, while this is ideal, it can be negotiated with the hauler. Additional options should be quoted if the bidder has a preference.
- 9) The Bidder's Proposal shall also include service for the elderly or the physically disabled.
- 10) The successful Bidder shall provide the services to all participating dwelling units between the hours of 6:00 A.M. and 5:00 P.M. on Monday, Tuesday, Wednesday or Thursday of each week, contingent upon the approval of a specific day of the week for collection by the City Council (Collection Day). The successful Bidder may not change the Collection Day, except when there is a legal holiday, without the approval of the City. If the City approves a change in the Collection Day, the Successful Bidder, at its cost, must provide notice of the change in the Collection Day to all of the Dwelling Units. In the event there is a legal holiday on the Collection Day, the successful Bidder shall collect the Residential Refuse and Recyclables on the following day, excluding Sunday. Legal holidays shall be New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.
- 11) The City's single hauler routes are split into four sections of the city based on Charles Street and Frederick Avenue:
 - i. Monday- Northeast
 - ii. Tuesday- Southwest
 - iii. Wednesday- Southeast
 - iv. Thursday- Northwest
- 12) The successful Bidder shall maintain a toll-free or local telephone number to receive service calls and complaints and be available for such calls between 8:00 A.M. and 5:00 P.M. Monday through Friday, except on the holidays listed above. All complaints must be given prompt attention. In the case of a missed scheduled collection, the successful Bidder shall immediately investigate, and if verified, shall arrange for pick-up of said residential refuse within twenty-four (24) hours after the complaint is received. The successful Bidder shall maintain a daily log of all such calls and complaints, which shall be open to the City for inspection and shall make annual reports regarding the same to the City.
- 13) The successful Bidder shall develop, print and distribute a brochure describing the services covered by this RFP, which includes a collection schedule, a list of materials that can be included in the approved container for recyclables, instructions on proper handling of the approved containers, instructions on what the customers are to do with Residential Refuse that does not fit into the approved container, etc. The brochure must be approved by the City prior to distribution. Whenever there is a change in services, an updated brochure must be distributed to all existing customers.
- 14) Dispose of the recyclables collected pursuant to the Contract in accordance with the all local and state laws.



- 15) Ensure that the successful Bidder's trucks and equipment is adequately marked with the name of the company, the telephone number and any other markings required by state or federal law.
- 16) Comply with all rules and regulations established by local, state and federal laws. The Successful Bidder shall be responsible for obtaining all permits, licenses and insurance to provide the Services.
- 17) Provide all services in an orderly, efficient and workmanlike manner, with a workforce adequate to accomplish the same on a regular basis, despite adverse conditions, equipment breakdown or similar hindrances.

4. Additional Services

The Bidder shall include a separate Proposal price for additional services that may be proposed by the Bidder

5. Qualifications of Bidder

- A. All Bidders must submit the following to the City in order to be deemed qualified and responsible:
 - (1) The original completed Proposal, including all exhibits thereto, delivered to the City Clerk at City Hall, 20 2nd Ave. SW, Oelwein, Iowa 50662 by the specified time set forth in Section 1 of this RFP. All Proposals must be typed or written legibly in blue or black ink. All Proposals shall use the form attached as **Exhibit A**. The Proposal form must indicate a fixed price quotation for each individual year of the Contract for the Service being bid, as well as additional services and any alternatives. Each hauler can provide a Proposal for Consumer Price Index (CPI) increases or fuel surcharges. A Proposal may be rejected if it does not contain a requested rate or charge for each and every item named in the Proposal form or may be interpreted as bidding "no charge" for any item left blank.
 - (2) Bid Security in the form of a certified check or money order in the amount of \$5,000.00, which shall be refunded or returned to those Bidders who are not the successful Bidder within five (5) days after the City Council executes the Contract for Services with the successful Bidder. If the successful Bidder fails to timely submit all additional information as requested, the City may retain all or a portion of the successful Bidders Bid Security as liquidated damages.
 - (3) Each Bidder submitting a Proposal expressly represents and warrants that it has an adequate period of time to conduct, and has conducted, all independent examinations, inspections and investigations required to make a fully informed Bid.
 - (4) Each Proposal shall include the cost of obtaining all permits, licenses and other authorizations required by law for performance of the Services. Each Bidder shall be responsible for determining the applicable licenses, permits and other authorizations required.
 - (5) Each Proposal shall be signed by the authorized officer, member or partner of the entity or by an individual, if the Proposal is submitted by an individual.
 - (6) Each Bidder shall furnish satisfactory evidence that it has the requisite experience, ability, capital facilities, organization and staffing to enable it to perform the Services successfully.



- B. If the City issues a request for Additional Information, the Bidder shall provide such information within two (2) business days after the receipt of the Request for Additional Information, or such other period as may be set forth therein. Any Bidder that fails to respond to the Request for Additional Information within the allotted time shall have its Proposal deemed incomplete and non-responsive.
- C. The items set forth above are the minimum qualifications that a Bidder must fulfill. However, exemptions to any condition may be submitted as alternatives.

6. Withdrawal of Bid Proposal

Any Proposal may be withdrawn at any time prior to the opening of any Proposals, provided that such a written request executed by the Bidder is filed with the City. The withdrawal of a Proposal prior to the opening of any Proposals will not prejudice the right of the Bidder to file a new Proposal, so long as such new Proposal is submitted prior to the due date and time of the Proposals.

7. Award of Contract

All Proposals shall be publicly opened and read aloud immediately upon the close of the bidding.

All prices set forth in a Proposal shall be held firm, open and capable of acceptance for 150 calendar days from the date Proposals are due as set forth above. The Agreement is proposed to start in May of 2023.

The City Council shall award the Contract(s) who, is best qualified to perform the Services to the satisfaction of the City and will best accomplish the objectives of the City. The City reserves the right to reject any and all Proposals, to reject any Proposal not complying with the specifications set forth in the RFP or the Contract Documents, to accept all or a portion of any Proposal, and to waive any informality in any Proposal if the City such waiver to be in its best interests. Any computational errors in the Proposal may be waived by the City if it deems such waiver in its best interests.

Upon award of a Contract by the City Council, the City shall prepare a notice of award. The successful Bidder shall enter into a negotiated contract with the City. The Successful Bidder shall execute said Contract within fourteen (14) calendar days after notice from the City of the award of the Contract.

As noted in Section 4 of this RFP, the City reserves the right to accept all, some or none of the additional services specified in the Bidder's proposal in the City's sole discretion.

At the time of execution of the Contract, the Successful Bidder shall post a performance bond with a corporate surety authorized to do business in Iowa and acceptable to the City, in an amount calculated as set forth in the Contract. Said performance bond shall indemnify the City against any loss resulting from any breach or failure of the performance by the Successful Bidder. Upon verification of this performance bond, the City shall refund the Successful Bidder's Bid Security. The bid bond shall be ten percent of the FY2022 revenue of \$341,484.15. The required bid bond shall be \$34,148.42. The bid bond shall be provided in separate envelope to be opened first.

Once awarded the Contract, the Successful Bidder shall provide, at its own expense, the following types of coverage of insurance:

The Bidder must provide certificates of insurance for all of the following insurance coverages:



A. The Bidder agrees to provide workman's compensation and employer's liability insurance for the term of this Agreement. Worker's compensation, as required by Iowa State law and employer's liability shall provide coverage for \$500,000.00 per accident, \$500,000.00 for each employee, and a \$500,000.00 policy limit.

B. General Liability – This insurance shall be written on an occurrence form of policy and shall protect the Bidder against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Bidder or its agents, employees, or subcontractors. This policy shall specifically insure the contractual liability assumed by the Bidder under any lawsuits arising from the above actions or omissions. The City, its agents, officers, and employees will be named as additional insured. In addition, this policy shall include coverage for contractual incident contracts, broad form property damage, personal injury, underground explosion, collapse hazards, and coverage for punitive damages.

Bodily Injury - \$1,000,000/combined single limit/occurrence

\$2,000,000/aggregate

Property Damage- \$1,000,000/ combined single limit/occurrence

\$2,000,000/aggregate

C. Vehicle liability – This insurance shall be written in occurrence form and shall protect the Bidder against all claims arising from injuries to members of the public or damage to property of others arising from the use of licensed motor vehicles, whether owned, non-owned, or hired. The liability limits shall be no less than:

Bodily Injury - \$1,000,000/person

Property Damage- \$1,000,000/occurrence

D. Umbrella Liability – This insurance shall apply directly to excess of above liability coverages

Bodily Injury - \$3,000,000/combined single limit/occurrence

\$3,000,000/aggregate

Property Damage- \$1,000,000/ combined single limit/occurrence

\$1,000,000/aggregate

All such insurance policies and coverages shall be from an insurer acceptable to the City. The City, its officers and employees, shall be named as additional insured with respect to each of these required policies. The certificates shall contain the following statement:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in policy affecting the certificate holder, thirty (30) days prior written notice will be given to the City of Oelwein."



If the Successful Bidder fails to execute a Contract within this time period, sign any other required documentation, post the required bond or submit the required certificates or policies of insurance, the City shall have the right to annul the award of the Contract and impose liquidated damages on the Successful Bidder. If the award is annulled, the City may accept and award a Contract based upon the other Proposals remaining, as the City, in its discretion, deems to be in the best interest or may reject all Proposals and choose not to proceed with the program.

The successful bidder shall indemnify the City of Oelwein, and its officers and employees, against any and all damages to property or death of any persons or person, including property and employees, agents or invitees of the City of Oelwein and shall defend and indemnify the City of Oelwein from all and any claims, demands, action or proceedings of any kind or nature, or by anyone whatsoever, including but not limited to costs, expenses, and attorney fees, resulting from or arising out of the Successful Bidder's performance under the terms of this RFP and Contract and the operations connected herewith, including all operations of subcontractors, if any, and actions or omissions of employees or agents of the Successful Bidder. The Successful Bidder's insurance shall include contractual coverage of the forgoing indemnity agreement.

The successful bidder shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter indirectly or directly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight or marital status.



Oelwein Single Hauler Exhibit A

Any Hauler submitting a bid must provide prices for a contract.

☐ Bid bond shall be \$34,148.42.

2023-2024

Item	Cost
Weekly Refuse Pickup	
Bi-weekly Recycling Pickup	
Total Cost per customer	

Monthly Single Item Bulk Pickup	
Additional Items	
Additional Refuse Tote	
Large Refuse Tote	
Medium Refuse Tote	
Additional Recycling Tote	
Container Exchange	
Container Replacement	
Assisted/Elderly/disabled Pickup	

2024-2025

Item	Cost
Weekly Refuse Pickup	
Bi-weekly Recycling Pickup	
Total Cost per customer	

2025-2026

Item	Cost
Weekly Refuse Pickup	
Bi-weekly Recycling Pickup	
Total Cost per customer	



Additional Comments



I, _____, represent that I am authorized to submit the above
bid on behalf of _____.

Company: _____

Contact Person: _____

Address: _____

Telephone No: _____

Email: _____

Signature

Typed or Printed

Date