

April 16, 2024

BLACK HAWK COUNTY, IA - REQUEST FOR PROPOSAL

WASTE DISPOSAL SERVICES

The Black Hawk County Maintenance Department, under the jurisdiction of the Board of Supervisors, is seeking bids for furnishing Black Hawk County with waste disposal services for the following four (4) Black Hawk County facilities: the Courthouse, 316 E 5th St; the Jail, 225 E 6th St; Pinecrest, 1407 Independence Ave and Juvenile Court Services, 818 Lafayette St, all of Waterloo, Iowa. Bid specifications are on file at the Black Hawk County Maintenance Office, Room B-41, in the Black Hawk County Courthouse, 316 E. 5th St., Waterloo, IA., 50703 and are also online at www.blackhawkcounty.iowa.gov under “Current Bidding Opportunities.”

This entire document, including all attachments, shall be considered as binding, part of the contract, and must meet or exceed the specifications set forth in this Request for Proposal.

To view the facilities and for questions, contact Carol Cornelius, Administrative Aide to Rory Geving, Facilities Director, at 319-833-3087 or by e-mail to buildingmaintenance@blackhawkcounty.iowa.gov.

SCHEDULE: (Dates and times subject to change at Black Hawk County's discretion.)

RPF Release: TUESDAY, APRIL 16th, 2024

Bid submittal due: MONDAY, MAY 6TH, 2024, 300 PM
Black Hawk County Courthouse, Maintenance
Department
316 E. 5th St., **Room B-41**, Waterloo, IA

Bid Opening: TUESDAY, MAY 7TH, 2024, 905 AM
The Black Hawk County Board of Supervisors meeting
room 201, at 9:05 a.m.
Black Hawk County Courthouse
316 E. 5th St., **Room 201**, Waterloo, IA., 50703.

Award of contract: TUESDAY, MAY 14TH, 2024
during the Black Hawk County Board of Supervisors
Meeting which begins at 9:00 a.m.
Black Hawk County Courthouse
316 E. 5th St., **Room 201**, Waterloo, IA., 50703.
(The above is to be considered a tentative date.)

BID/PROPOSAL SUBMISSION:

Each bid price quoted is to be clearly marked on the "Form of Bid" included in the bid document. It shall be submitted in a sealed envelope clearly marked as follows: "BID PROPOSAL FOR WASTE DISPOSAL SERVICES - BLACK HAWK COUNTY, IA." The name of the business submitting the bid must be clearly marked on the envelope. All bids must be hand-delivered or mailed to Black Hawk County Courthouse, Building Maintenance Dept., 316 E. 5th St., Room B-41 Waterloo, IA. It shall be the sole responsibility of the bidder to ensure that the bid is received by Black Hawk County at the above location and time.

REFERENCES:

The bidder must provide in the proposal the names of two (2) or more references. Bidder must list names of firms, addresses, phone numbers and name of contact persons.

CONTRACT:

The term of contract shall be for 36 months, commencing July 1, 2024 and expiring June 30, 2027. There may be an option to extend the agreement for a two (2) year period. This

option may be offered to the company by Black Hawk County if the Board of Supervisors is satisfied with the vendor's performance during the initial contract period.

Upon award of the bid it **shall be the contractor's responsibility to provide the Board with three (3) signed contracts which shall incorporate, by reference, this RFP.** After approval from the County's attorney, the Board will then sign the contracts and mail one completed original to the contractor. The Certificate of Insurance will need to be approved prior to the Board signing the contract.

INSTRUCTIONS TO BIDDERS AND GENERAL TERMS AND CONDITIONS:

All terms and conditions pursuant to Attachment A apply.

INSURANCE REQUIREMENTS:

The company shall maintain adequate liability insurance in form(s) and amount(s) sufficient to protect Black Hawk County, its agencies, its employees, its clients and the general public against loss, damage and/or expense related to performance under this agreement.

Upon submitting the contract, the company shall provide a Certificate of Insurance pursuant to the requirements set forth in Attachment B. In the event the insurance coverage is canceled or modified in any way, Black Hawk County must be notified immediately. If at any time during the contract period the company fails to maintain the minimum insurance coverage, the contract may be canceled at Black Hawk County's option. There shall be no cost to the County for any required insurance coverage or certification.

SCOPE:

The contractor agrees to furnish solid waste collection and disposal services and equipment required for said services.

Black Hawk County shall solely and exclusively use the contractor's services and equipment for the collection, removal and disposal of all solid waste with the following restrictions:

- 1) No hazardous materials shall be disposed of by Black Hawk County or collected by the contractor.
- 2) All waste must be in an agreed upon container and shall not be piled or stacked more than one foot over the top of the container.
- 3) The contractor will provide and maintain the dumpsters.

	TRASH		RECYCLING	
<i>Facility Name/Address</i>	<i>Receptacle Size</i>	<i>Collection Frequency</i>	<i>Receptacle Size</i>	<i>Collection Frequency</i>
Courthouse, 316 E 5th St	8 yard	2/week	8 yard	1/week
Pinecrest, 1407 Independence Ave	8 yard	2/week	8 yard	1/week
Juvenile Court Services, 818 Lafayette St	3 yard	1/week	n/a	n/a
Jail, 225 E 6th St	6 yard compactor	4/week	8 yard	3/week

- 4) There will be dumpsters as specified above for each building – one for trash and one for recyclable materials and all shall be 8 yard containers except for Juvenile Court Services which will have one 3 yd. container for trash only and a 6 yd compactor for the Jail.
- 5) Contractor must be licensed/bonded with the City of Waterloo.
- 6) Contractor must deposit Black Hawk County refuse (trash) at the Black Hawk County landfill only and must conform to the Black Hawk County Landfill and any local/state refuse regulations. Contractor will have recycling capabilities or may utilize acceptable recycling through others.

GENERAL INFORMATION AND/OR REQUIREMENTS:

- A. The company's staff will work primarily week days beginning at or after 7:00 a.m. and end at such time as is agreeable with both the company and the Superintendent. Weekend work will be permissible with advanced notice.
- B. It will be the responsibility of the Superintendent to set up what is deemed satisfactory performance of the contractor and will be based primarily on the continuous acceptable appearance of the facilities rather than the performance of a specific duty at a specific time for a specific number of times.
- C. The contractor's management personnel shall make regular and frequent inspections to assure that work is being performed in accordance with these specifications. The management personnel shall report to the Superintendent on a regular pre-agreed upon schedule.
- D. The contractor will be responsible for the repair or replacement of any damaged equipment or damages to the buildings that may occur during the course of carrying out the prescribed duties. If damages cannot be repaired by the contractor, it shall be reported to the Maintenance Dept. and the cost of said repair shall be deducted from that facility's monthly invoice.

- E. The grounds shall be returned back to the same condition as prior to the start of the project.
- F. This service contract incorporates by reference the request for proposal as a part of this agreement.
- G. The contractor should direct any questions, concerns or complaints to the Superintendent, Rory Geving, or his designated representative at 319-833-3087.
- H. By virtue of statutory authority, the company shall give preference to Iowa Domestic Labor, products and provisions grown, and coal produced within the State of Iowa according to the provisions of the Code of Iowa as amended.
- I. All payroll taxes, liability and workers' compensation are the sole responsibility of the Contractor. The Contractor understands that an employee/employer relationship does not exist under this agreement.
- J. Subcontractors must be pre-approved, **in writing**, by Black Hawk County prior to any work. Contractor shall require subcontractor to carry and maintain the same workers compensation and liability insurance required of the contractor.
- K. Either party may terminate this agreement by providing a 30 day written notice.
- L. It is the bidder's responsibility to determine the bid price based on the bidder's own evaluation of the space to be covered and the work to be done. Accuracy is the bidder's responsibility
- M. Contractor shall follow the 2015 International Building Code.
- N. It is the Contractor's responsibility to ensure proper protective safety measures for staff and public entering and exiting the building are taken.
- O. Firms submitting bids must be an "Equal Opportunity Employer" as defined in the "Civil Rights Act of 1964" and in "Iowa Executive Order Number Thirty-Four."
- P. The work is to be constructed to meet the requirements of the Americans with Disabilities Act and Chapter 11 Accessibility of the International Building Code.

Attachment A
GENERAL TERMS AND CONDITIONS

1. **LANGUAGE, WORDS USED INTERCHANGEABLY** - The word "COUNTY" refers to the COUNTY OF BLACK HAWK, IOWA throughout these Instructions to Bidders and General Terms and Conditions. Similarly, BIDDER refers to the person or company submitting an offer to sell its goods or services to the COUNTY. The words QUOTATION, BID and PROPOSAL are all offers from a BIDDER, but may represent different methods of obtaining price and other information from the BIDDER.
2. **BID TABULATION AVAILABILITY** - Bids will be evaluated promptly after opening. After award, a bid tabulation summary will be sent to all companies who submitted a bid or returned a Statement of No Bid. **BID RESULTS WILL NOT BE GIVEN OVER THE TELEPHONE.** No Bid may be withdrawn for a period of sixty (60) calendar days of the Bid Opening date.
3. **BIDDER QUALIFICATIONS** - No Bid shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the County upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the County, or that is deemed irresponsible or unreliable by the County. If requested, Bidders shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service bid and that they have the necessary financial resources to provide the proposed supply/service as described in the attached Technical Proposal specifications.
4. **BID FORM** - Each Bidder must submit an original Bid on the forms attached plus any additional sheets provided by the Bidder that may be required for additional information. The Bidder shall sign his/her Bid correctly, and the Bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the Bid, or any irregularities of any kind. The County will not consider replies that are not on the County's form. Bidders may submit additional information and brochures relative to the services for which they are offering pricing, but those submittals will only be considered in addition to, not in lieu of, any bid submitted on the County's form. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.
5. **SPECIFICATION DEVIATIONS BY THE BIDDER** - Any deviation from this specification **MUST** be noted in detail, and submitted in writing and attached to the Bid Form. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Bids, the Bidder's name should be clearly shown on each document.
6. **BIDDER REPRESENTATION** - Each Bidder must sign the Bid with his/her usual signature and shall give his/her full business address on the form provided in this Bid.
7. **COLLUSIVE BIDDING** - The Bidder certifies that the bid submitted by said Bidder is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.
8. **BROCHURES** - Bids may include adequate brochures and advertising literature describing the service offered in such fashion as to permit ready comparison with our specifications where applicable.

9. SPECIFICATION CHANGES, ADDITIONS AND DELETIONS - All changes in Bid documents shall be through written addendum and furnished to all Bidders. Verbal information obtained otherwise will not be considered in awarding of Bids.
10. BID CHANGES - Bids amendments thereto or withdrawal requests received after the time advertised for Bid Opening will be void regardless of when they were mailed.
11. HOLD HARMLESS AGREEMENT - The Bidder agrees to protect, defend, indemnify and hold harmless the County of Black Hawk, its officers, and its employees, the United States Government, FEMA, and the State of Iowa, their agencies and agents, from any and all claims and damages of every kind and nature made, rendered or incurred by or on behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Bidder, its employees, subcontractors or any independent contractors working under the direction of either the Contractor or subcontractor in the performance of this contract.
12. COMPLETION DATE - The completion as stated in the Bid Form shall be the time required to complete project after the award of the Contract. Where multiple items appear on a Bid request, the Bidder shall, unless otherwise stated by the County, show the completion date for each item separately. If only a single completion date is shown, it will mean that all tasks of the project included in the Bid can and will be delivered on or before the specified date. The Bidder agrees that the project will be completed in the time stated, assuming that the time between the Bid Opening and the Notice to Proceed does not exceed the number of days so stipulated. The right is reserved to reject any Bid in which the completion time indicated is considered sufficient to delay the operational needs for which the service is intended.
13. BID REJECTION OR PARTIAL ACCEPTANCE - The County reserves the right to reject any or all Bids. The County further reserves the right to waive technicalities and formalities in Bids, as well as to accept in whole or in part such Bids where it is deemed advisable in protection of the best interests of the County.
14. BID CURRENCY/LANGUAGE - All Bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All bid responses must be submitted in English.
15. PAYMENTS - Payments will be made for all goods/services delivered, inspected and accepted within 30 days and upon receipt of an original invoice.
16. MODIFICATION, ADDENDA AND INTERPRETATIONS - Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Bidder in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Bid Opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated on the Signature Page.
17. LAWS AND REGULATIONS - All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.
18. TELEGRAPHIC/ELECTRONIC BID SUBMITTAL - Telegraphic and/or bid offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their bid either by airfreight, postal service, or other means.

19. MISCELLANEOUS - The County reserves the right to reject any and all bids or parts thereof. The County reserves the right to inspect Contractor's facilities prior to the award of this bid. The County reserves the right to negotiate optional items with the successful Bidder.
20. MODIFICATION OF AGREEMENT - No modification of award shall be binding unless made in writing and signed by the County.
21. CANCELLATION - Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.
22. TERMINATION OF AWARD FOR CAUSE - If, through any cause, the successful Bidder shall fail to fulfill in a timely and proper manner its obligations or if the successful Bidder shall violate any of the covenants, agreements or stipulations of the award, the County shall thereupon have the right to terminate the award by giving written notice to the successful Bidder of such termination and specifying the effective date of termination. In that event, and as of the time that notice is given by the County, all finished or unfinished services, reports or other materials prepared by the successful Bidder shall, at the option of the County, become its property, and the successful Bidder shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Bidder shall not be relieved of liability to the County for damage sustained by the County by virtue of breach of the award by the successful Bidder. The County may withhold any payments to the successful Bidder for the purpose of set-off until such time as the exact amount of damages due the County from the successful Bidder is determined.
23. TERMINATION OF AWARD FOR CONVENIENCE - The County may terminate the award at any time by giving written notice to the successful Bidder of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, materials(s) prepared or furnished by the successful Bidder or under the award shall, at the option of the County, become its property. If the award is terminated due to the fault of the successful Bidder, termination of award for cause relative to termination shall apply. If the award is terminated by the County as provided herein, the successful Bidder will be paid an amount as of the time notice is given by the County which bears the same ratio to the total compensation as the services actually performed bear to the total services the successful Bidder covered by the award, less payments of compensation previously made.
24. FORCE MAJEURE - For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause whether or not of the class or kind specifically named or referred to herein not within the reasonable control of the party affected.
 - a. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.
 - b. The party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.
25. ASSIGNMENT - Bidder shall not assign this order or any monies to become due hereunder without the prior written consent of the County. Any assignment or attempt at assignment made without such consent of the County shall be void.

26. **EQUAL OPPORTUNITY** - The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap. Firms submitting bids must be an "Equal Opportunity Employer" as defined in the "Civil Rights Act of 1964" and in "Iowa Executive Order Number Thirty-Four."
27. **TIME PERIOD** - Prices are to be honored for the time period stated in your response on the Signature Page.
28. **EXTENSION** - Any or all of the awards made as a result of this Request for Bid may be extended for an additional period of time, up to one year, if mutually agreed between the parties.
29. **FOB POINT** - In terms of loss or damage, as well as where title to the goods is passed, please quote FOB - Destination.
30. **METHOD OF AWARDING/QUOTING** - The County reserves the right to make awards based on the entire bid or on an individual basis. However if you offer your bid based on an "all or none" condition, the County may consider your bid non-responsive and reject the entire bid.
31. **TAXES** - The County of Black Hawk is exempt from sales tax and certain other use taxes. Any charges for taxes from which the County is exempt will be deducted from invoices before payment is made.
32. **BID INFORMATION IS PUBLIC** – All documents submitted with any bid or proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law." By submitting any document to the County of Black Hawk in connection with a bid or proposal, the submitting party recognized this and waives any claim against the County of Black Hawk and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the County of Black Hawk and its officers and employees harmless from any claims arising from the release of any document or information made available to the County of Black Hawk arising from any bid opportunity.
33. **PURCHASE ORDER** – Purchase Orders will not be issued from the County of Black Hawk
34. **NO GIFT STANDARD** - The County of Black Hawk is committed to upholding the highest ethical standards in all of our business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, we ask all vendors to abide by our "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a County employee and not available to the general public, regardless of the value.
35. **ACCURACY OF BID** – It is the bidder's responsibility to determine the bid price based on the bidder's own evaluation of the space to be covered and the work to be done. Accuracy is the bidder's responsibility.
36. **COMPANIES OWING DEBT TO BLACK HAWK COUNTY** – Any company owing debt to Black Hawk County will be further reviewed and could result in denial of bid.

Attachment B

MINIMUM INSURANCE REQUIREMENTS

- A. At all times during the contract/agreement the outside party will carry and maintain, at the outside party's expense, the following insurance:
1. Commercial General Liability Insurance Policy, including but not limited to, insurance for premises construction operations (when applicable), contractual liability, completed operations with respect to liability arising out of the ownership, use, occupancy or maintenance of the premises and all areas appurtenant thereto, to afford protection with respect to bodily injury, personal injury, death or property damage of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit/Two Million Dollars (\$2,000,000) general aggregate.
 2. The County reserves the right to require increased liability limits, not to exceed Fifteen Million Dollars (\$15,000,000) from bidders, should the project represent an elevated hazard level to the County as determined by the Black Hawk County Board of Supervisors.
 3. Comprehensive Automobile Liability Insurance Policy with limits for each occurrence of not less than One Million Dollars (\$1,000,000) Combined Single Limit with respect to bodily injury, property damage or death.
 4. Workers Compensation Insurance Policy or similar insurance in form and amounts required by law.
 5. Umbrella Liability Insurance Policy with limits for each occurrence of not less than One Million Dollars (\$1,000,000).
- B. Should the bid require design elements (i.e. architectural, engineering, or professional system designs), the outside party may be required to carry professional errors and omissions coverage with a limit for each claim of not less than One Million Dollars (\$1,000,000).
- C. Coverage must be maintained by a financially stable carrier with a minimum AM Best rating of A-. It will be the outside party's responsibility to provide proof of its carrier's rating.
- D. The outside party shall agree to the following:
1. Black Hawk County will be named as an additional insured with respect to all casualty insurance policies.
 2. Certificate of insurance will be submitted to Board Office with the contract and shall include a thirty-day notice of cancellation provision. The contract will not be signed until the proof of insurance has been approved.
 3. If the outside party fails to perform any of its obligations under the County's Insurance and Policy Requirements, Black Hawk County reserves the right to either purchase the required insurance coverage and assess the cost directly to the outside party, or to declare the outside party's bid invalid.

4. Hold Harmless Agreement – The outside party shall indemnify and hold harmless Black Hawk County, its agents and employees, from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense:

- a. Is attributable to bodily injury, sickness, disease or death, or to the damage to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom.
- b. Is caused in whole or in part by any negligent act or omission of the outside party or its subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- c. Each contract/agreement shall contain the following language (when applicable): Contractor/Permittee/Licensee agrees that for all work done in the county road right of ways, easements and county property, it shall be solely responsible for work zone safety and shall hold the County harmless and agree to indemnify the County for all claims that arise from its work in the right of way, and further, it agrees that it will adhere to the Manual on Uniform Traffic Control Devices during the project.

BLACK HAWK COUNTY - FORM OF BID

The bidder, having fully read this document, hereby acknowledges that this Bid Proposal completely reflects the total bid price contained herein.

It is the bidder's responsibility to determine the bid price based on the bidder's own evaluation of the space to be covered and the work to be done.

Please designate a representative as the exclusive "contact" person for your company.

Name			Phone Number		
<i>Facility Name/Address</i>	TRASH CHARGE PER MONTH	# of collections per WEEK	RECYCLE CHARGE PER MONTH	# of collections per WEEK	TOTAL MONTHLY CHARGE:
Courthouse, 316 E 5th St	8 yard \$_____	2	8 yard \$_____	1	\$_____
Pinecrest, 1407 Independence Ave	8 yard \$_____	2	8 yard \$_____	1	\$_____
Juvenile Court Services, 818 Lafayette St	3 yard \$_____	1	N/A	N/A	\$_____
Jail, 225 E 6th St	6 yd comp. \$_____	4	8 yard \$_____	3	\$_____
MONTHLY GRAND TOTAL:					\$_____

_____ Company	_____ Date
_____ Address, City, State, Zip	_____ Email Address
_____ By: Authorized Signature	_____ Printed Name

Firms submitting bids must be an "Equal Opportunity Employer" as defined in the "Civil Rights Act of 1964" and in "Iowa Executive Order Number Thirty-Four."

FOR OFFICE USE ONLY:		BID ACCEPTED BY:	
Board Chair _____		Date _____	