



195 35th Street
Marion, Iowa 52302
www.cityofmarion.org

Council Memo

DATE: July 14th, 2017

TO: Mayor, City Council Members

CC: Lon Pluckhahn, City Manager

FROM: Ryan Miller, Public Services Director

RE: Council Agenda Items- Work Session

Exhibit(s):

B.1 Resolution No.____ setting a public hearing for August 3, 2017 regarding the 2017 Eco Industrial Grading Project.

On May 18th, 2017 the Marion City Council approved a motion to allow staff to solicit bids for an early grading package for the Eco Industrial Park. Plans have been let and bids are due back to the City Clerk's Office on July 28th, 2017.

Completion of the grading package will allow for the project to progress and for the installation of utilities to be completed. The engineers estimate for the project is \$325,000.00 and has been programmed into the budget for this fiscal year.

The public hearing and subsequent resolutions will allow for the project to be approved and awarding of the bid.



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RE: Council Agenda Items- Work Session

Exhibit(s):

B.2 Motion directing staff to solicit request for proposals for commercial solid waste collection services.

On March 3rd, 2016 the Marion City Council amended Chapter 105 of the Solid Waste Ordinance to allow for the collections of solid waste and recycling for non-residential generators.

The purpose of the amendment is to allow for the consolidation of commercial solid waste and recycling collections within designed areas of the central business district. The proposed collections program will utilize a commercial hauler to provide services. Currently, the defined district includes the 1000 block that is north of 8th Avenue (businesses associated with the Art in the Alley). The commercial collections program has been designed to allow for growth for additional collection districts.

The Public Services Board has reviewed and approved the documents to solicit proposals from qualified vendors for collection services.

REQUEST FOR PROPOSAL
CONTRACTED MUNICIPAL SOLID WASTE AND RECYCLING SERVICES
CITY OF MARION, IOWA

The Public Services Department, acting by and through its Public Services Board, will accept proposals from qualified parties for providing waste and recyclable material collection for designated Commercial Service Collection Areas.

As such, the Public Services Board, at its own discretion, will select and recommend a vendor that it believes offers the best overall package for waste and recycling services that the City is seeking to obtain. The City is free to negotiate price and terms with whatever firms it chooses, in whatever manner it believes is best suited to the City's needs. The City of Marion is utilizing this format in order for all interested firms to provide a proposal based on equal footing so that a more direct comparison can be made between all proposals.

The contract to be entered into in response to the proposal shall be for a period of three (3) years. The contract and services will commence on October 2, 2017, and will conclude at the end of the day October 4th, 2020 with the option to renew for one additional year. As is currently the case, the City will bill the users for the collection of solid waste and recycling materials and remit the payments to the contractor based upon the schedule of charges agreed upon through this proposal process.

The City of Marion reserves the right to reject any or all proposals, waive minor informalities, and to award the contract to one vendor based upon what it believes is in the best interest of the City. Nothing in this RFP shall require that the City take the lowest price proposal. Instead, the City reserves the right to base their decision on the entirety of the information provided, the evaluation of criteria requested, and their sole judgment as to the best service to be provided.

CITY OF MARION SPECIFICATIONS

COMMERCIAL SERVICE SOLID WASTE COLLECTION AREAS

GENERAL INFORMATION

The Marion Public Services Department, acting by and through its Public Services Board, is requesting proposals for the collection and removal of solid waste and recyclable materials from designated Commercial Service Collection Areas that are directly managed by the Public Services Department. The City is seeking proposals to collect and managed solid waste and recyclable materials from designated businesses and multi-family residential buildings.

Currently, the Commercial Service Collection Area includes all dwellings and business entity's located within the area as designated by Attachment A.

MATERIALS TO BE COLLECTED

The Contractor shall provide for the weekly collection and disposal of municipal solid waste from businesses and buildings in the City by an agreed upon schedule in compliance with all applicable State and Local laws, regulations and waste bans.

EXCLUDED MATERIALS

As part of this proposal, the solid waste collection Contractor shall not collect designated solid waste materials as follows:

- Banned Waste Materials
- Construction and building materials including asphalt, brick, concrete, cement and gravel, or metal. Small quantities of construction debris may be included as part of the waste reduction allowable amount of trash each week, but not in addition
- Automobile parts, or batteries, engines, doors, body pieces, etc
- Cathode Ray Tubes (CRT's)-TV's, computer monitors
- Hazardous Waste Products

This contract does not include the collection of any refuse or solid waste left by building contractors or any building renovation or repair work and does not include the collection of any waste generated outside the City. All MHW left at within the collection area, whether in an approved container or not, are to be removed by the Contractor.

RECYCLABLE MATERIALS COLLECTION

The Contractor shall provide for single stream collection of recyclable materials from all residential dwellings, inclusive of eligible multi-families, municipal facilities, as designated by the City, in compliance with all applicable State and local laws, regulations and waste bans.

Recyclable Materials to be collected shall include, as a minimum using commingled containers:

Aluminum, tin/steel cans and lids and aluminum foil products milk and juice cartons (tent top), drink boxes plastic bottles, jars and tubs.

Mixed paper newspapers, advertisement inserts, magazines, telephone books, paperback books, books (hard cover removed), catalogues, junk mail, white/colored office paper, brown paper bags, boxboard & corrugated cardboard.

CONTAINERS

All collection containers shall be furnished by the Contractor and shall be maintained by the Contractor for the duration of the contract. All Containers must allow for automated pickup of the container.

Recycling containers shall be furnished by the Contractor. Containers must allow for automated pickup of the container. The containers shall remain the property of the Contractor and shall be maintained by the Contractor for the duration of the contract.

All Contractors owned containers shall be kept in a neat, clean, and relatively odor-free condition. Dumpsters should be clean, or swapped out, by the Contractor as needed. Any broken, damaged or missing receptacles must be repaired or replaced immediately. It is the Contractor's responsibility to wash or otherwise clean the containers, if such condition arises, at no additional cost to the City. All containers are to be deodorized upon request.

The Contractor shall provide dumpsters for commercial businesses. As necessary, the Contractor shall adjust the number and/or size of containers at any given site to accommodate solid waste and recyclable materials. No later than seven (7) days prior to the commencement of work, the Contractor shall provide suitably-sized, water-tight containers for commercial and municipal collection of both solid waste and recyclable materials. Steel dumpsters are to be equipped with a tight-fitting lid. The Contractor shall be responsible for the maintenance and repair of all containers provided.

Unless otherwise authorized, all collection containers shall be placed within the designated collection area as provided in Attachment B. The designated collection area may contain screening and accessible gates to enclose the containers.

The Contractor shall provide containers to be approved by the Public Services Department for collections. Carts must be put out by the resident to the curb line or tree belt area by 7:00 AM on the day of the collection, facing in the proper direction and within reachable distance of the automated arm mechanism.

COLLECTION

The Contractor shall provide weekly collection of solid waste and weekly or bi-weekly collection of recycling on the same day of the week.

COLLECTION ROUTES

Collection routes shall be established by the Contractor and approved by the Public Services Department. The Contractor shall submit proposed revisions to the maps of the collection routes to the Department for approval. They shall be accompanied by a written statement describing for each daily collection route; the route number, the day of the week serviced, the start point, the street sequence and the end point.

There shall be no changes in the collection route or schedule after the start of this contract without prior written approval of the City. Any deviation from routes and schedules made by the Contractor must

Receive prior approval of the Board. Printed and electronic copies of route maps must be provided to the Board at least one month prior to the beginning of this contract.

The hours of collection will be from 7:00A.M. to 3:30 P.M. unless otherwise authorized, and no work shall be performed on Sunday. No modification from these times of operation shall be permitted without the prior permission of the Public Services Director. When a regular collection service date shall fall on a holiday, the collection schedule will be shifted one day with Friday collection on Saturday.

All contents of solid waste and recyclable carts shall be removed. Any collection carts utilized shall be replaced in their original location.

WEATHER

Ordinary snow and rain shall not be cause for omissions of the collection of Municipal Solid Waste and/or recyclable material in accordance with the provisions of the Contract. Collections may be omitted only under the most extreme, adverse weather conditions such as blanketing snowstorms, ice storms, and the like, and then only with prior approval of the Public Services Director. Any schedule delay shall be communicated by the Contractor to the Office of the Public Services Director immediately following the decision to implement a delay.

The Contractor shall carefully handle and thoroughly empty all carts. Emptied carts shall not be placed by the Contractor in such a manner as to block driveways or on paved portions of roadways.

The Contractor shall agree to furnish and provide his own labor, all his own equipment and other items necessary to collect and dispose of all material under the terms of the contract.

Under no circumstance shall the Contractor co-mingle recyclable materials intended for recycling with solid waste.

There will be no limit to the amount of recyclable materials collected from the curbside of residential units and municipal facilities; however, all recyclables must be contained in a toter or other container supplied by the Contractor.

The Contractor's equipment must be capable of lifting full containers (toters, dumpsters, etc.) that are utilized at all Municipal Facilities.

All customer complaints shall be resolved within a reasonable time. The Contractor shall supply the Public Services Department, when requested, with copies of all complaints indicating the disposition of each such complaint. The form shall show the day and hour on which the complaint was received, the nature of the complaint and who initiated the complaint as well as the day and hour and manner in which it was resolved.

COLLECTION VEHICLES

The Contractor shall be responsible to provide, maintain and repair all vehicles and equipment necessary to safely, adequately, efficiently and effectively perform the obligations of this contract. All collection vehicles shall be adequately insured. All equipment is to meet established, City of Marion, Iowa DOT and Federal truck safety requirements as well as requirements for noise and air pollution (emission) levels.

LITTER PREVENTION AND SPILL CLEAN-UP

The Contractor shall equip, operate and maintain all vehicles and equipment in a manner to prevent any uncontrolled or unintentional release of any contents, including but not limited to blowing or spillage. If at any time during collection and transport, solid waste or recycled materials are spilled onto a street, sidewalk, or private property, the Contractor shall clean up and place in the collection vehicle all solid waste before the vehicle proceeds to the next stop on the collection route or shall promptly make all other necessary arrangements for the immediate clean-up of spilled solid waste or recycled materials.

The Contractor shall notify the Public Services Department within sixty (60) minutes of any accident involving injury or damage to private or public property.

The Contractor shall maintain a telephone line whereby the public may contact the Contractor's office toll free from the City of Marion regarding collection complaints. Furthermore, the dispatcher receiving these complaints shall have direct communications with all vehicles performing collection activities so that complaints can be resolved in a timely manner.

After the normal collection hours, the Contractor shall maintain a service to take complaints and provide information to the public regarding collection delays and other problems associated with collection. An answering machine can be used provided that the notifications to the public are updated and responses to complaints are handled in a timely manner.

EMPLOYEES

All vehicle drivers shall be trained regarding the collection routes they are to follow in the City of Marion prior to their first working shift as a vehicle driver. The driver of the collection truck shall travel all roads and streets in accordance with all traffic regulations.

All Contractor personnel must maintain a courteous and respectful attitude toward the public at all times. At no time shall they solicit or request gratuities of any kind. The Contractor shall remove any employee of the Contractor who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, or discourteous from service under this Agreement. The Contractor shall not again employ that employee within the City Limits without the consent of the City of Marion.

QUALITY OF WORK

All work shall be done to the entire satisfaction of the Public Services Board. The City may withhold or, on the account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

- (a) Defective service; or
- (b) Claims filed in reasonable evidence indicating public filing of claims by other parties against the Contractor: or
- (c) Failure of the Contractor to make payments for equipment or labor; or (d) Personal injury or property damage to public or private property; or
- (e) Termination of any performance or other bonds. Failure to comply with any of the specifications or provisions of the contract shall be deemed sufficient cause of the immediate termination of the contract by the Board.

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by Applicable Law, the Contractor shall protect, defend, indemnify and save the City and its agents, officials, employees, servants and consultants, including contractors or subcontractors with whom the City may have contracted, harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, environmental pollution, judgment losses, costs, expenses, suits, actions, and causes of action of every kind and character, for claims based on the negligent acts or omissions or willful misconduct by the Contractor which may arise in favor of any third party on account of illness, disease, loss of property, services, wages, death or personal injuries resulting from the Contractor's performance or non-performance of its obligations or operations under this Agreement, except to the extent any such damages arise out of injuries or property claims of the third parties caused by the negligence or willful misconduct of the City, or its officials, directors, employees or agents. The Contractor further agrees to indemnify the City for all reasonable expenses, court costs and reasonable attorney's fees including those incident to appeals incurred by or imposed upon the City in connection therewith for any loss, damage, injury or other casualty. The Contractor additionally agrees that the Contractor may, subject to the approval of

the City, designate an attorney of the Contractor's selection to appear and defend any such action, on behalf of the City, at the expense of the Contractor. The Contractor further agrees to pay all reasonable expenses and reasonable attorney's fees incurred by the Village in establishing the right to indemnity hereunder.

Property Damage: The Contractor shall be responsible for any damage to private property caused by the Contractor's or subcontractor's employees during performance of this Agreement. The Contractor shall replace or restore to its original condition any such damaged property at no cost to the occupant, owner, or the City. Within five (5) working days of the Contractor's notification by a customer or the City, of a claim of fifty dollars (\$50.00) or less, the Contractor shall resolve or make a commitment to pay a theft or damage claim. Within ten (10) working days of the Contractor's notification by a customer or the City Manager's office of a claim in excess of fifty dollars (\$50.00), the Contractor shall deliver written documentation to the City Manager's Office describing the complaint, the Contractor's and complainant's calculation of damages and either a commitment for immediate payment by the Contractor or a clear explanation of why the Contractor disputes the complainant's claim. An Officer of the Contractor's company shall sign this written documentation.

FORCE MAJEURE AND CHANGES IN LAW

Force Majeure: Each party shall be excused, subject to this Section, for failure or delay in performing its obligations under this Agreement if such failure or delay is caused solely by a Force Majeure event. If either Party shall rely on a Force Majeure event as the basis for not performing its obligations under this Agreement, then the Party relying on such act, event or condition shall (i) provide prompt notice to the other Party of the occurrence of the act, event or condition, which shall include an estimation of its expected duration and the probable impact on the performance of its obligations hereunder, (ii) exercise all reasonable efforts to continue to 10 perform its obligations hereunder to the maximum extent possible, (iii) in accordance with this Agreement, expeditiously take action to correct or cure the act, event or condition preventing such performance, (iv) exercise best efforts to mitigate or limit damages to the other Party, and (v) provide prompt notice to the other Party of the cessation of the Force Majeure event. For purposes of this Agreement, the term force majeure shall mean any supervening cause beyond the reasonable control of the affected party, including, but not limited to, requirement of statute or regulation not in effect on the date of this Agreement; action of any court, regulatory authority or other public authority having jurisdiction except for such action resulting from the breach of this Agreement by the Contractor; storm, flood, fire, earthquake, explosion, civil disturbance, or act of God or the public enemy. Changes in the Law.

The Contractor shall keep fully informed of, and comply with, all Federal, State and municipal government laws, rules, regulations, policies, requirements and ordinances which pertain to the collection, processing and disposal of solid waste, recyclables, CRTs, white goods, bulky items which may be in force as of the contract date or mandated during the term of this agreement. A change in law, if any, during the term of this agreement shall be subject to thorough cost analysis relative to the impact on additive or deductive changes to the original fixed fee, and to that end, the parties agree to enter into reasonable, good faith negotiations. Work Stoppage Please provide

the City with details regarding the operating plan should there be a strike or work stoppage during the term of this contract.

PROCEDURE FOR SUBMISSION OF PROPOSAL

Receipt of Proposal Documents: Proposal documents may be examined and/or obtained from the Public Services Department at 195 35th Street, Marion, Iowa 52302 (phone: 319-377-6367) during regular business hours (Monday-Friday: 7:00 A.M. – 4:00 P.M.).

Proposals will be received at the Public Service office until 11:00 A.M. on September 15, 2017. Late proposals will be rejected. Proposal submissions shall be submitted in an envelope labeled 'CITY OF MARION WASTE & RECYCLING SERVICES'. The sealed proposal submission shall consist of one (1) original and two (2) copies detailing a price and service proposal for the collection and disposal of all waste, both residential and commercial collected from properties located within the City of Marion. The price proposal is to be submitted on the form provided for that purpose contained in the RFP package.

The content of all proposals will be considered confidential until the contract has been awarded.

All questions or comments must be submitted in writing to Ryan Miller, Public Services Director by email: rmiller@cityofmarion.org. Questions must be received by 3:00 PM on September 14th, 2017. Questions received after 3:00 PM on September 14th, 2017 may not be answered.

Failure of any contractor to receive any such addendum or interpretation shall not relieve such contractor from any obligation under its proposal as submitted. The City of Marion will, in the form of an addendum, issue any binding response that alters the content of this Request for Proposal. All addenda issued shall become a part of the contract documents. Proposal Content: The Proposal must contain the following:

Price Proposal- a separate price proposal is to be submitted for services to be provided to the City of Marion. Each Price Proposal shall contain:

1. The original and two (2) signed copies of the appropriate City's Price Proposal Forms (see Appendix I)
2. All proposals must be valid for a period of 120 days from the submittal deadline. Proposals shall be submitted on the forms provided or copies thereof and must be signed by the Contractor or his authorized representative. The person signing the proposal shall initial any corrections to entries made on proposal forms.

Proposals are to be made for each of the following types of collections:

A. SOLID WASTE-Weekly collection and transportation of solid waste items from designated customers. The Contractor shall deposit the collected non-recyclable solid waste at a licensed disposal facility determined to be acceptable by the City of Marion with the cost of transportation and disposal to be included in the contract price. The residents/business shall use a vendor supplied receptacle for waste.

B. RECYCLABLES/CARDBOARD-Regular collection and transportation of recyclables from designated customers. The Contractor shall deposit the collected non-recyclable solid waste at a licensed disposal facility, with the cost of transportation and disposal to be included in the contract price. The residents shall use a vendor supplied receptacle for recyclables.

Collection frequency may increase or decrease during the contract period. Generation of waste and recyclables is contingent upon occupancy and operations of the Commercial Service Collection Area.

C. COMMUNITY EVENTS-The City is requesting pricing for collection services for community events. Generation of solid waste and recycling for Community Events can vary based upon each event and can range from two (2) cubic yards per event and generally do not exceed fifteen (15) cubic yards. On average ten (10) to fifteen (15) Community Events are schedule each year. This price is to be presented in the form of a cubic yard price for each event. Note: This request is purely optional and not providing a price for this service will not eliminate the contractor from being considered as a suitable provider of the waste disposal contract.

D. PROVISIONAL SERVICE REQUIREMENTS- At the option of Public Services Board, services provided by the successful Vendor maybe expanded to include the collection of all waste and recycling materials generated at City facilities, downtown waste containers, waste generated at Community Events, or events that the City cooperates in putting on for the public.

EVALUATION PROCESS

Price Proposals will be evaluated and scored. The City desires the lowest cost consistent with good performance and service and compliance with federal, state and local laws, rules and regulations. The City reserves the right to negotiate pricing and terms after the proposals have been received. Consideration and acceptance of all proposals shall be based on the ability of the contractor to meet the specifications set forth in the terms, conditions, and specifications of this RFP and contract documents.

The City, in considering each Proposal shall, prior to any determination and a subsequent award, investigate and evaluate the CONTRACTOR using the following criteria:

- Price
- Prior experience in contracts of similar scope
- Completeness of the Proposal
- Ability to provide customer satisfaction
- Quality of the services proposed
- Evaluation of the professional qualifications of the Contract Manager
- Proposed equipment used • References from similar municipalities
- Financial strength

- Estimated total cost to the City including the disposal cost for projected tonnage, using reasonable judgment.

No proposals shall be withdrawn within forty five (45) days after the opening thereof. The City shall have the time as indicated in which to investigate and evaluate the proposals. The proposals will be ranked according to the criteria specified above.

The City will then enter into negotiations with the highest ranked Contractor. In the event that there is a price discrepancy in the price proposal, the written words shall prevail.

CONTRACT AWARD

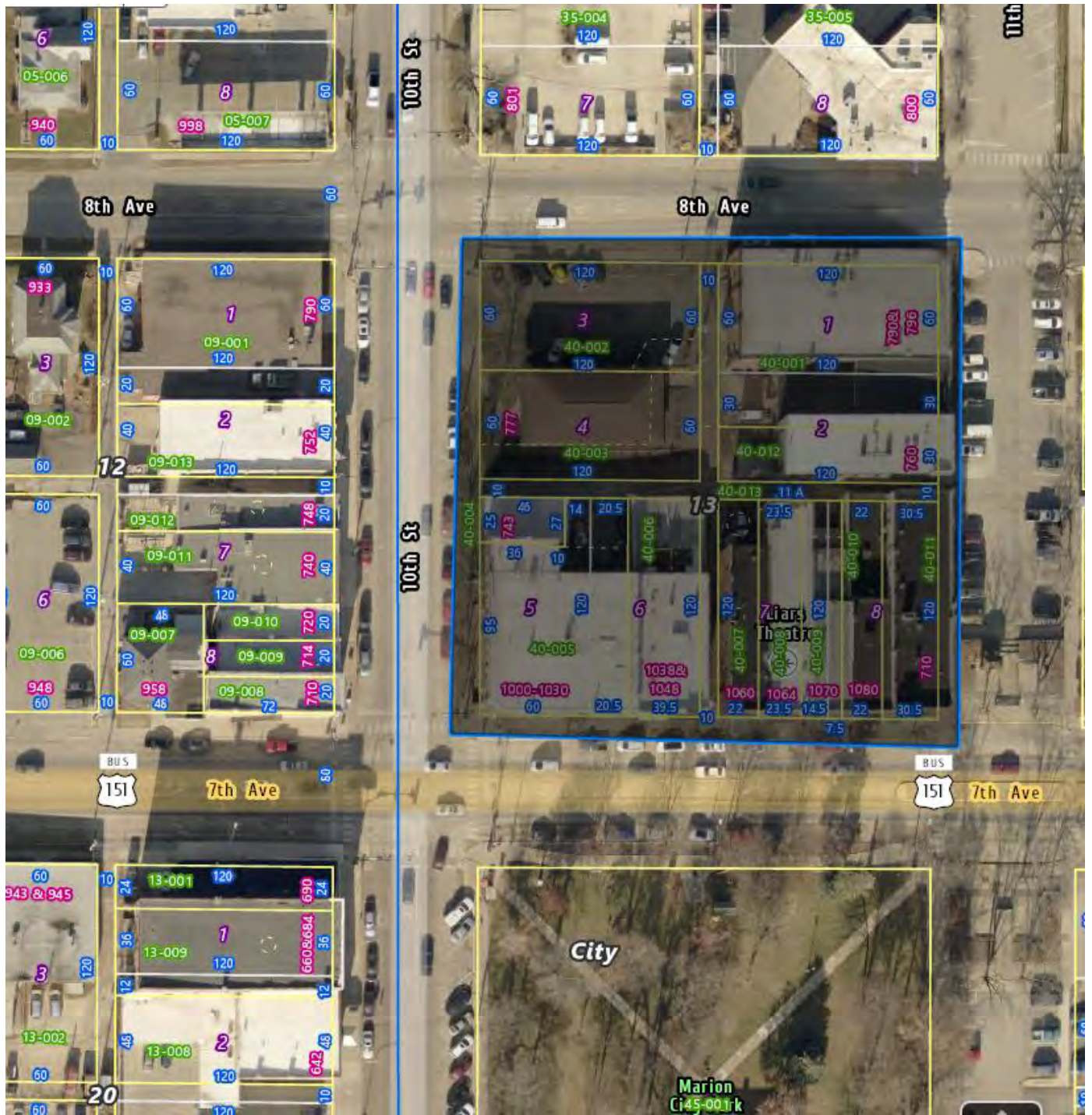
Contract: The Contract to be entered into in response to this proposal shall be for a period of three (3) years. The Contract and services will commence on October 2, 2017, and will conclude at the end of the day October 4th, 2020. The City and the Contractor may option to extend the contract by one year beyond the contract award.

INSURANCE:

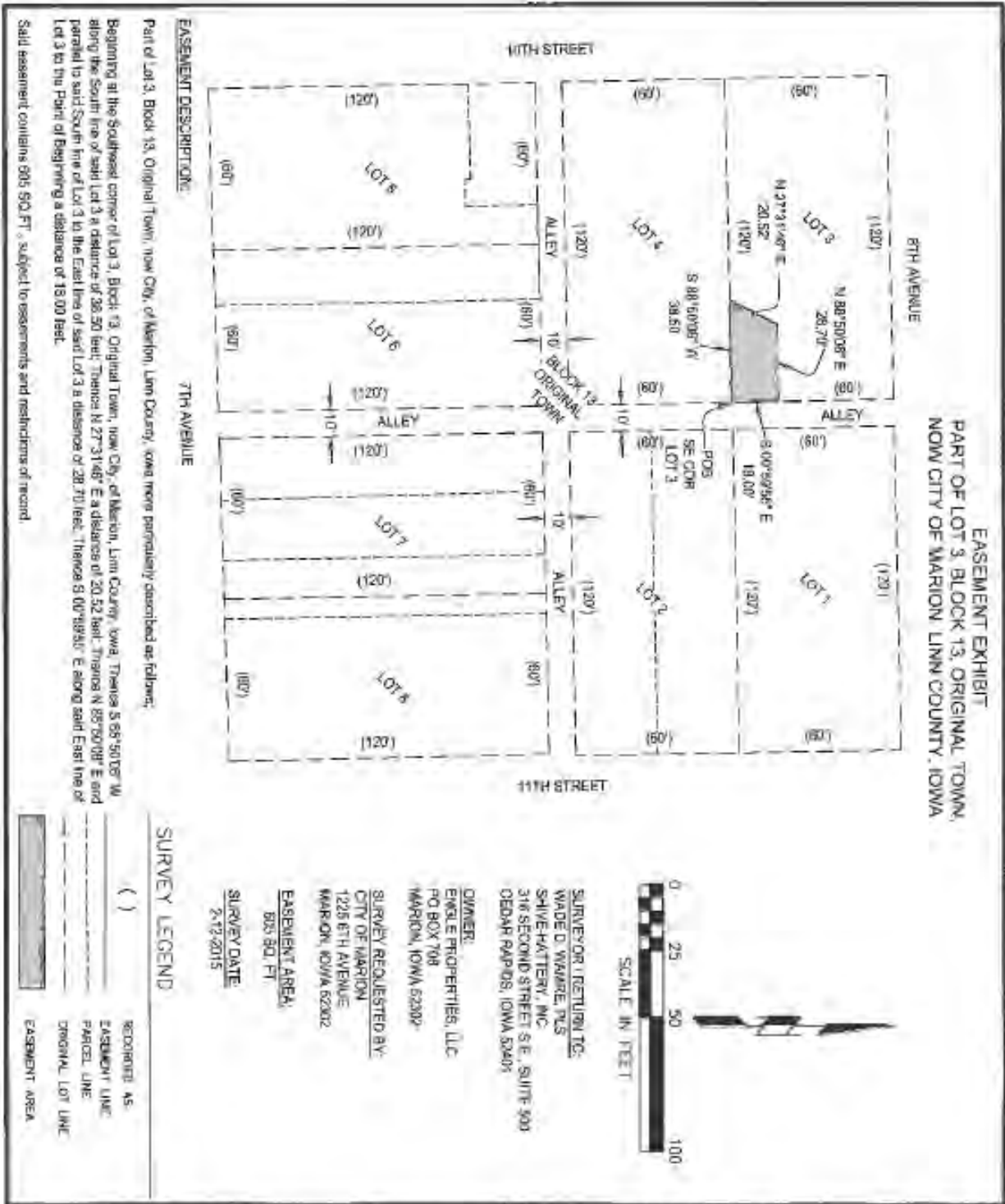
The Contractor shall be responsible to the City or any third party for any property damage or bodily injury caused by it, any of its pre-approved subcontractors, employees or agents in the performance of, or as a result of, the work performed under this Agreement. The Contractor hereby certifies it is insured for workers compensation, property damage, and personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability Bodily Injury Liability: Property Damage Liability (Or combined single limit) \$1,000,000 per occurrence Automobile Liability Bodily Injury Liability: Property Damage Liability (or combined single limit) \$1,000,000 per occurrence Workers' Compensation Insurance Coverage for all employees in accordance with Iowa State Laws. Prior to commencement of any work under this Agreement, the Contractor shall provide the City with Certificates of Insurance, which name the City as an additional insured and which include a thirty-day notice of cancellation to the City of Marion.

ATTACHMENT A



ATTACHMENT B



EASEMENT EXHIBIT
 PART OF LOT 3, BLOCK 13, ORIGINAL TOWN,
 NOW CITY OF MARION, LINN COUNTY, IOWA

EASEMENT DESCRIPTION:

Part of Lot 3, Block 13, Original Town, now City, of Marion, Linn County, Iowa more particularly described as follows:

Beginning at the Southwest corner of Lot 3, Block 13, Original Town, now City, of Marion, Linn County, Iowa; Thence S 65° 50' 00" W along the South line of said Lot 3 a distance of 26.50 feet; Thence N 27° 31' 48" E a distance of 20.52 feet; Thence N 85° 50' 00" E and parallel to said South line of Lot 3 to the East line of said Lot 3 a distance of 28.70 feet; Thence S 00° 18' 54" E along said East line of Lot 3 to the Point of Beginning a distance of 18.00 feet.

Said easement contains 805 SQ. FT. subject to assessments and restrictions of record.

SURVEY LEGEND

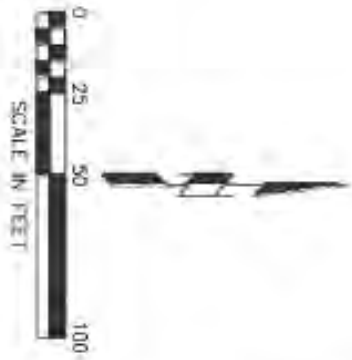
()	RECORDED AS
---	EASEMENT LINE
---	PARCEL LINE
---	ORIGINAL LOT LINE
---	EASEMENT AREA

OWNER:
 ENGLE PROPERTIES, LLC
 PO BOX 708
 MARION, IOWA 52302

SURVEY REQUESTED BY:
 CITY OF MARION
 1225 8TH AVENUE
 MARION, IOWA 52302

EASEMENT AREA:
 805 SQ. FT.

SURVEY DATE:
 2-12-2015



SHIVE-HATTERY
 ARCHITECTURE + ENGINEERING
 Iowa | Illinois | Indiana | Missouri <http://www.shive-hattery.com>

EASEMENT EXHIBIT PART OF LOT 3, BLOCK 13, ORIGINAL TOWN NOW CITY OF MARION, LINN COUNTY, IOWA		PROJECT NO. 2145792	
DATE	0-18-2017	SCALE	1"=50'
DRAWN	cm	FIELD BOOK	1289
APPROVED		REVISION	

SHEET NO.
1 OF 1

ATTACHMENT B



APPENDIX I

PRICE PROPOSAL SUBMISSION FORMS

MUNICIPAL SOLID WASTE AND RECYCLING SERVICES

THIS COMPLETED DOCUMENT MUST BE PLACED IN THE PRICE PROPOSAL ENVELOPE.

The following prices shall include all costs, use of equipment, labor, all indirect and direct expenses associated with providing municipal solid waste and recyclable materials collection as detailed in the attached specification.

PRICE PROPOSAL SUBMISSION INFORMATION: This Bid will be considered subject to appropriations. The right is reserved to reject any and all bids. Unit prices to remain firm throughout the contract term.

COMPANY/CONTRACTOR NAME: _____

ADDRESS: _____

CITY, STATE, ZIPCODE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

SIGNATURE: _____

PRINTED NAME AND TITLE: _____

DATE: _____

PRICE PROPOSAL CONTENT: Two (2) copies shall be provided in a sealed envelope labeled "MPSB-RFP: SOLID WASTE"