



INVITATION TO BID

SOLID WASTE, RECYCLABLE AND BULK WASTE COLLECTION

The Town of Dewey Beach invites bids for curbside collection and disposal of recyclable materials, bulk waste disposal, and trash, for a five-year period beginning May 1, 2025 through April 30, 2030. Bid specifications are available on the Town of Dewey Beach website at www.townofdeweybeach.com.

All bids must be submitted through the bid portal available at www.townofdeweybeach.com by [INSERT CLOSING DATE HERE]. Individuals who wish to view the bid packet online will be prompted to create an account or sign in to the bid portal. This is required to ensure a secure bidding process.

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I. INSTRUCTIONS FOR BIDDING

1.1 Bid Requirements

- a) Bids must be submitted through the online portal provided at www.townofdeweybeach.com.
- b) All bids must include pictures of containers with gallon capacity, dumpster pictures and capacity.
- c) Incomplete or unsigned bids will not be accepted.
- d) No bid will be accepted after the due date. Bidders are expected to examine all instructions, specifications, attachments, and site pertinent to this RFP. Failure to do so is at the Bidder's risk.

1.2 Bid Security

- a) Bidders must submit a bid expressed in US dollars for services specified in Section II. Bids should be clearly understood and reflect the monthly, seasonal, and yearly charges for all services requested in this RFP.
- b) Upon notification of award, the contractor must furnish the Town of Dewey Beach with a satisfactory performance bond or letter of credit for the duration of the contract term. See 1.5 below.

1.3 Pricing

- a) The quoted bid amount shall represent the comprehensive, all-inclusive cost of service for all costs whether known or unknown, including but not limited to fuel, dumping, taxes, permit, environmental, licensing and other fees and surcharges.
- b) Pricing shall be entered on the attached Proposal Pricing Form in the format requested. The price is to inclusive of labor, equipment, and all other costs necessary to provide the service.
- c) Any discounts for early payment (Invoicing Terms) should be entered on the proposal page and will be considered in the evaluation if the discount period is twenty (20) days or longer.
- d) Price increases during the Term of the Contract:
 - 1) In the event of extraordinary occurrences that materially affect the Contractor's operating cost structure, the Contractor may deliver a written request for a reasonable price adjustment during the balance of the contract, citing the justification for the price adjustment. The Town shall have as long as 60 days to provide a written response to the request, notifying the Contractor of the Town of Dewey Beach's decision to accept or deny the request. If the Town agrees to accept the request for a price adjustment, it shall become effective on the first day of the month following the 60 days from the date of receipt of the Contractor's written request for the price adjustment. If the Town determines that the price increase is not acceptable, it shall attempt, in good faith, to reach a mutually acceptable agreement with the Contractor. Should the Town and the Contractor fail to reach a mutually acceptable agreement, the Town shall have the right to terminate the agreement. The termination of the agreement shall become effective on the first day of the month following the date of the Town's letter notifying the Contractor of the Town's decision to terminate the agreement.

1.4 Taxing

The Town is exempt from state and federal taxes. The price bid must be net exclusive of taxes. However, the Contractor may claim no exemption upon his purchase of materials, supplies, equipment or parts needed to complete bid requirements.

1.5 Performance Bond

- a) Contractor shall be required to provide Performance Bond of a surety company to be approved the Town of Dewey Beach.
- b) Surety company shall do business in Sussex County, Delaware.
- c) Amount of bond shall be 100% of annual contract price and shall be in effect for the contract period.
- d) Performance bond coverage may be of the type that decreases in value over the period of the contract.
- e) All bonds to be in the name of the Town of Dewey Beach as the first-named insured.
- f) Failure to comply with the bond requirements may cause the withholding of all payments due to the Contractor and could result in contract termination by the Town of Dewey Beach.

1.6 Contractor Qualifications

Each bidder shall submit, with the Proposal, a completed Qualifications Form with supporting data in order to determine whether the Contractor is qualified and responsible. The Contractor must furnish the following information:

- a) Satisfactory evidence that the Contractor has experience in recycled materials management and solid waste management. If the Contractor does not have a minimum of 3 (three) years' experience in either solid waste or recycled materials management, the Contractor shall provide a statement detailing why it is qualified to satisfactorily perform the part of the work in which it does not have the minimum of three years' experience.
- b) Evidence that the Contractor is licensed or permitted to do business in the town of Dewey Beach, DE or a sworn statement that it will take all necessary actions to become so licensed or permitted if its bid is accepted.
- c) Evidence that the Contractor is licensed or permitted to collect and dispose of trash, recyclable, waste, yard waste, and bulk solid waste by the State of Delaware.
- d) All bidders must specify the number and type of all packer type and recyclables collection truck bodies that will be used during the performance of the contract. The Contractor shall provide the Town with a list of all vehicles available for the contract including the year, make, and model that is proposed to be used.
- e) The Contractor must provide the names and contact information of the individual(s) who will be responsible for the Town's contract.
- f) All information as requested in the Contractor's Qualifications Form concerning experience and financial ability.
- g) Contractor shall employ only competent people. Whenever, in the opinion of the Town of Dewey Beach, any employee is careless or incompetent, obstructs the progress of work or conducts oneself improperly, the Contractor shall, upon request from the Town of Dewey Beach, reassign the employee from the work and shall not again assign said person on the contract or any other contract for the Town of Dewey Beach, except with the prior written consent of the Town of Dewey Beach.

1.7 Award of Contract

- a) The award will be made to the most responsible and qualified bidder whose proposal, confirming to the invitation, will be most advantageous to the Town in price for the services and other factors considered.
- b) The Town reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received.
- c) The Town will notify all bidders of the award and return any bid sureties to all but the successful bidder.
- d) After receiving the contract from the Town, the Contractor has fourteen (14) days to enter into a contract or forfeit as liquidated damages the bid security deposit.
- e) If the contract is not signed within fourteen (14) days, the Town may then award the contract to the next most qualified bidder.

II. SCOPE OF WORK, COLLECTION DATES, AND PERFORMANCE

2.1 Definitions

- a) In Season: All days from May 1 through October 1 of each year.
- b) Out of Season: All days from October 2 through April 30.
- c) Recyclables: All solid waste defined by the Delaware Solid Waste Authority (DSWA) as “recyclable” and eligible for single stream recycling.
- d) Trash: Any solid waste that is not recyclable except yard waste, hazardous waste, and bulk waste.
- e) CBRs: Cigarette Bin Receptacles

2.2 Residential Properties Service

The Town of Dewey Beach consists of 1,468 housing units (2020 Census). Note that some of these units are condominium complexes that share trash containers or dumpsters.

- a) In Season service shall include trash collection twice per week on Mondays and Fridays, and recyclables collection once per week on Mondays.
- b) Out of Season service options shall include either basic service with trash collection once per week on Mondays and recyclables collection every other week on Mondays, or no service, for residences that are unoccupied out of season.
- c) The Contractor will provide the following optional services both In Season and Out of Season if requested by the property owner:
 - a. Valet Service. This service will consist of moving trash and recycling cans from the owner’s property to curbside prior to pickup and return cans to owner’s property after pickup. Cans may only be placed curbside between the hours of 5:00pm Sunday through 8:00pm Monday, and 5:00pm Thursday through 8:00pm Friday.
 - b. Extra Cans. The Contractor will provide extra trash and/or recycling cans as requested by the property owner.

- c. Yard Waste and Special Pick Ups (bulk metal, appliances, other special bulk pickup or yard waste). This service will be provided by the Contractor, but arranged directly between the property owner and Contractor on an as-needed basis.
- d) Property owners with complaints or missed pick-ups will notify the Contractor directly. Contractor will respond to property owners and rectify any issues within 1 business day.

2.3 Town Property Service

Contractor will provide service to town property according to the following table:

| <i>Town Property Service Schedule</i> | | | |
|--|---|-------------------------------|---|
| <i>Location</i> | <i>In Season Schedule</i> | <i>Out of Season Schedule</i> | <i>Collection</i> |
| Dune Crossing - Collins Ave to Chesapeake St | Monday and Friday | Monday | (21) 90-gallon solid waste cans and (21) CBRs |
| Corner of Route 1 NB – Collins Ave to Clayton St | Monday and Friday | Monday | (12) 90-gallon solid waste cans |
| Corner of Route 1 SB – Houston St to Dickinson Ave | Monday and Friday | Monday | (11) 90-gallon solid waste cans |
| Corner of Route 1 SB – Saulsbury St to Read Ave | Monday and Friday, July 1 st – Labor Day | N/A | Place and collect (1) additional 90-gallon can to each of these streets |
| Corners of Bellevue St & Bayard Ave, Hayden Rd & Read Ave, McKinley Ave Playground, Dagsworthy Ave bayside | Monday and Friday | Monday | (4) 90-gallon solid waste cans |
| Town Hall | Monday and Friday | Monday | (1) 90-gallon recyclable can, (1) 90-gallon solid waste can, (1) small dumpster |

- a) The Town may request special dumpsters or roll offs for yard waste and/or bulk solid waste. Contractor will supply the dumpsters or roll offs, monitor the waste placed in the receptacles, dispose of the waste, and remove the receptacles. The Town estimates that there will be 2-3 requests during the year for yard waste disposal, and 2 requests during the year for bulk solid waste disposal.
- b) As a beach resort, the Town may require storm damage waste to be picked up on occasion. The Town Manager will determine the times and schedules, giving the Contractor 3 days notification for special pick up. Costs shall be determined at the time of request for service.

2.4 General Collection Details

- a) All solid waste, recyclable, CBRs, and bulk waste collection shall be performed between the hours of 7:00am and 5:00pm, on Mondays and Fridays, including holidays In Season. Out of

Season collection will be on Mondays. If a holiday falls on a Monday Out of Season, the collection may occur on the following day. No service will be performed on a Sunday.

- b) Contractor will provide and maintain all trash and recycling cans and dumpsters.
- c) When the daily scheduled collection is not completed within the hours of 7:00am and 5:00pm, a compliance penalty may be imposed by the Town in the amount of \$500. A separate violation of the contract shall occur each day the scheduled collections are not completed by 5:00pm, or collection occurs before 7:00am. If special situations arise, they must be cleared with the Town Manger in advance. If violations of the contract terms continue, the Town may invoke the performance bond remedy.
- d) The Town reserves the right to investigate and determine whether or not there are violations concerning the late or early collection provisions of the contract.
- e) Contractor must provide the Town Manager with a list of all Dewey Beach customers once a month In Season.

III. INSURANCE

At all times during the term of the contract or during any extension of the contract thereof, the Contractor shall provide the Town of Dewey Beach with a Certificate of Insurance listing the Town of Dewey Beach as an additional insured showing insurance coverage at no less than the amounts listed in this section.

3.1 Commercial General Liability

- a) \$1,000,000 each occurrence/\$2,000,000 annual aggregate for bodily injury including death and property damage.

3.2 Automobile Liability

- a) \$1,000,000 combined single limit bodily injury and property damage.

3.3 Workers Compensation

- a) Coverage A – Delaware Statutory
- b) Coverage B – Employers Liability
 - a. \$100,000 bodily injury by accident, each accident.
 - b. \$100,000 bodily injury by disease each employee.
 - c. \$500,000 bodily injury by disease policy limit.
- c) Waiver of Subrogation in favor of the Town of Dewey Beach

3.4 Umbrella Liability

- a) \$5,000,000 in excess of underlying limits of 1, 2 and 3 above.

3.5 Indemnification

The Contractor shall indemnify, and hold harmless the Tonw of Dewey Beach, its officers, employees and agents from and against any and all claims, losses, liabilities, damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of the service provided pursuant to the Solid Waste, Recyclable and Bulk Waste Collection Contract. The final contract will include hold harmless and indemnification clauses.

In the event of changes to, or cancellation of, insurance, the Contractor shall send written notice of insurance change or cancellation, within 2 days of change, directly to the Town Manager.

IV. OTHER TERMS AND CONDITIONS

4.1 Equipment and Injury

- a) Any and all equipment used on any portion of the contract shall be such that no injury, property damage, leaks or spills to the roadway, adjacent property, or other highways results from its use. "Injury" is defined to include damage, spills, leaks, and discharges of any kind. Any such damage, spill, leakage, or discharge shall be remediated within a 12-hour period following notification of the Contractor by the Town.
- b) Failure to remediate any injury as prescribed herein to the satisfaction of the Town of Dewey Beach may result in (1) the Town's remediation of the injury, through a third-party contract or otherwise, at the Contractor's expense, (2) the termination of the Solid Waste, Recyclable and Bulk Waste Collection Contract, or both.

4.2 Rights of the Town

- a) The Mayor and Town Council of the Town of Dewey Beach, Delaware reserve the right to reject any or all bids, to waive minor technicalities, and to select the bid deemed to be most beneficial to the Town of Dewey Beach.
- b) All disputes regarding the contract conditions shall be arbitrated by the Town Manager and their decision will be final.
- c) The Town may terminate the contract at any time for the Town's convenience.

4.3 Contract Term

This contract will be a five-year contract, with the last two years included if the Contractor's performance during the first three years of the contract is satisfactory to the Town. The contract term may be extended for successive one-year periods by the Town.

4.4 Ownership of Recycled Material

After the material is loaded on the Contractor's vehicle, it shall become the property of the Contractor until such time that it is disposed of at the recycling facility. It shall be the responsibility of the Contractor to clean up spills of material on all roadways from the point that the material is loaded on the Contractor's vehicle to the point that it is delivered to the Delaware Solid Waste Authority recycling facility.

4.5 Non-Recyclable Material

In the event that customers place garbage and other non-recyclable materials in the recyclables container, the Contractor shall not be responsible for collecting materials that are not accepted at the Delaware Solid Waste Authority Recycle Facility. The Contractor shall submit the address of the property and, if available, other identifying information such as the owner or realtor's name to the Town Manager within 48 hours. The Contractor shall place a non-adhesive notification tag on the container informing the customer of the reason(s) that the container was not emptied.

V. BILLING AND PAYMENT

The Contractor will bill each property owner individually for the services that owner has requested. Billing may be monthly or quarterly at Contractor's sole discretion.

The contractor will notify the Town if property owners do not pay their bill.

All other services for the Town shall be billed on a quarterly basis April 1, July 1, October 1, and January 1.

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PROPOSAL PRICING SHEET

| <i>Description</i> | <i>In Season Cost per Month</i> | <i>Out of Season Cost per Month</i> |
|---|---|---|
| <i>Residential Trash & Recycling Service</i> | | |
| 1 trash can 1 recyclable can | 2x per week trash, 1x per week recycling \$ _____ per residence | 1x per week trash, biweekly recycling \$ _____ per residence |
| Valet Service | \$ _____ per residence | \$ _____ per residence |
| Extra Cans | \$ _____ per residence | \$ _____ per residence |
| Trash or Recyclables Dumpsters | 4 cu yd \$ _____ 6 cu yd \$ _____ 8 cu yd \$ _____ Roll Off \$ _____ | 4 cu yd \$ _____ 6 cu yd \$ _____ 8 cu yd \$ _____ Roll Off \$ _____ |
| <i>Town Trash and Recycling Service (refer to Town Property Service Schedule for details)</i> | | |
| Dune Crossing – Collins Ave to Chesapeake St | \$ _____ | \$ _____ |
| Corner of Route 1 NB – Collins Ave to Clayton St | \$ _____ | \$ _____ |
| Corner of Route 1 SB – Houston St to Dickinson Ave | \$ _____ | \$ _____ |
| Corner of Route 1 SB – Saulsbury St to Read Ave July 1 st to Labor Day | \$ _____ | \$ _____ |
| Corners of Bellevue St & Bayard Ave, Hayden Rd & Read Ave, McKinley Ave Playground, Dagsworthy Ave bayside | \$ _____ | \$ _____ |
| Town Hall | \$ _____ | \$ _____ |
| <i>Special Pickups (provide pricing details for yard waste and/or bulk pickups)</i> | | |
| | | |

PROPOSAL BOND

The undersigned _____ (“Principal”) and _____, a surety company legally authorized to do business in the Town of Dewey Beach and to enter into a contract for the Solid Waste, Recyclable and Bulk Waste Collection pursuant to the Beneficiary’s solicitation dated _____, agree that in the event the Principal shall (a) attempt to withdraw from the proposal process, (b) fail to execute the contract or (c) fail to provide a Performance Bond (when required), and a certificate of insurance upon award of the contract, the Principal shall, upon demand of the Beneficiary, pay to the Beneficiary the sum of 5% of first year contract, which is a reasonable estimate of fair compensation for the losses and damages, all of which would be impracticable if not impossible to fix precisely, that the Beneficiary will sustain upon occurrence of any vent described in clause (a), (b), or (c) above.

In the event the Beneficiary shall institute legal proceedings to collect amounts due pursuant to this Bond, then the Beneficiary shall be entitled to collect, in addition to the amount of this Bond, as part of any award or judgment, all court costs, other expenses and attorney’s fees for collection incurred by the Beneficiary.

If no prior demand for payment has been made by the Beneficiary this Bond shall terminate on _____, unless mutually agreed upon by both parties to extend said bond.

If a demand for payment is made prior to such date, then this bond shall continue to full force and effect until paid in full.

Principal: _____ Attest Signature: _____

Surety: _____ Attest Signature: _____

Corporate Seal:

SIGNATURE PAGE

The Undersigned having examined the specifications, requirements, and all other documents and being familiar with the various conditions under which these services and/or supplies are to be used, agrees to furnish all labor, materials, tools, equipment and services to furnish the requirements called for in the RFP, for the prices stated on the Proposal Pricing Sheet.

The Undersigned hereby certifies that this proposal is genuine and not sham, collusive, or fraudulent or made in the interest of or on behalf of any person, firm or corporation not herein named, and that the Undersigned has not, directly or indirectly, induced or solicited any bidder to submit a sham bid or any other person, firm or corporation from bidding and that Undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other bidder.

If awarded the Contract, the Undersigned Contractor agrees to enter into and perform the contract and to execute and deliver the Contract document, including the required Certificate of Insurance and Performance Bond, to the Town in accordance with all terms of the solicitation.

In submitting this proposal, it is understood that the Town reserves the right to reject any of all proposals, to waive any informalities in any proposal or the solicitation process, and to negotiate any final contract provision based on the proposals submitted.

In submitting this proposal, the Undersigned agrees that no Price Proposal may be withdrawn for a period of 120 days after the date for receipt of proposal and that all Price Proposals shall be valid for this entire, period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by the Town.

Company Name: _____

Bidder Name: _____

Authorized Signature: _____ Date: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

SUPPORTING DOCUMENTATION

