

TOWN OF DEWEY BEACH
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 beach trash, for a five-year period beginning May 1, 2022, through April 30, 2027. A copy of the bid specifications may be obtained in the Office of the Town Manager, Town of Dewey Beach, 105 Rodney Avenue, Dewey Beach, 19971. Bid specifications are also available on the Town of Dewey Beach website link www.townofdeweybeach.com

Bids shall be received in the Office of the Town Manager of the Town of Dewey Beach on or before March 18, 2022. Each bid shall be submitted in a sealed envelope clearly marked: “Town of Dewey Beach Invitation to Bid, Residential Recycling and Solid Waste, Collection and Disposal Contract”

**Bill Zolper
Town Manager
Town of Dewey Beach**

**Request for Proposal
Town of Dewey Beach**

General Description

The Town of Dewey Beach is requesting bids for one service provider to provide the following services:

1. Collection of residential recyclables and solid waste (standard 90 gallon container) from approximately 1750 residential properties within the Town of Dewey Beach.
2. Collection of beach and Town bulk waste in one eight (8) cu yd dumpster and one eight (8) cu yd recyclables dumpster.
3. Collection of approximately 62 solid waste containers and 3 recyclable containers for Town, beach, and bayside solid waste.
4. Collection of yard waste and/or bulk solid waste in dumpsters or “roll offs” as requested by the Town.

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I. Instruction for bidding

1.1 Bid Requirements

- A. Bids must be written in ink or typewritten and shall be submitted on the forms issued. The Bid Package must include: Signature Page, Proposal, and Qualifications Statement.**
- B. All bids must include pictures of containers with gallon capacity, dumpster picture and capacity.**
- C. Unsigned bids will not be accepted.**
- D. No bid will be considered if received after the due date. Bidders are expected to examine all instructions, specifications, attachment, and sites pertinent to this Request for Proposals (RFP). Failure to do so will be at the Bidder's risk.**
- E. Submit 5 hard copies and one electronic copy.**

1.2 Bid Security

- A. Bidders must submit a bid expressed in US dollars per residential pickup for periods 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. Submit a Bid Bond or Cashier's check in the amount of 5% of the estimated annual first year cost.**
- C. 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 Sheet in the format requested. The price is to be 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**
 - 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 by the Town of Dewey Beach.**
- B. Surety Company shall do business in Sussex County, State of 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.**

NOTE: 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, supporting data regarding the qualifications of the Contractor 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 been in existence as a going concern**

in recycled materials management and solid waste management. If the Contractor does not have a minimum of three (3) 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 Qualification Statement 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 responsible and qualified bidder whose proposal, conforming 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 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

Residential Properties Solid Waste and Recyclables

A. Definitions

In Season shall mean all days from May 1 through October 1 of each year.

Out of Season means all other times of the year.

Recyclables are all solid waste defined by the Delaware Solid Waste Authority [DSWA] as “recyclable” and eligible for single stream recycling.

Trash is defined as any solid waste that is not recyclable except yard waste, hazardous waste, and bulk waste.

B. In Season

Contractor will provide all residential properties with the following services:

- 1. Trash collection twice per week on Mondays and Fridays.**
- 2. Recyclables collection once per week on Mondays.**

Contractor will provide the following service:

- 1. Trash collection on Route One northbound and southbound from Saulsbury Street to Read Avenue once per week on Wednesdays, from July 1 to August 15**

C. Out of Season

Contractor will offer alternative services to all residential property owners as follows:

- 1. No Service – This option is for residences that are not occupied Out of Season.**
- 2. Basic Service – Trash collection once per week and recyclables collection once every other week.**

D. Optional Services

Contractor will provide the following optional services if requested by the property owner both In Season and Out of Season.

- 1. Valet Service – This service will consist of moving trash and recycling cans from the owner’s property to curbside prior to pick up and return cans to owner’s property after pickup. Cans may only be placed curbside between the hours of 5 PM Sunday through 8 PM Monday and 5 PM Thursday through 8 PM Friday.**
- 2. Extra Cans – The contractor will provide extra trash and/or recycling cans as requested by the property owner.**

E. Yard Waste and Special Pickups

Yard waste and other special pick-up requests will be provided by the contractor but arranged directly between the property owner and contractor (e.g., bulk metal, appliances, other special bulk pick-up or special yard waste pick up)

F. Customer service

1. Property owners with complaints or missed pick-ups will notify the Town of Dewey Beach.
2. Contractor will respond to Town and rectify any issues within one business day.

G. Number of property units is approximately 1750 made up of the following:

1. Single family properties
2. 2-unit properties (duplexes, stacked cottages)
3. Small Condo/Townhouse properties (1-6 units)
4. Medium Condo/Townhouse properties (7-20 units)
5. Large Condo/Townhouse properties (21+)

Note that some of these units share trash containers or dumpsters.

Beach Solid Waste and Town of Dewey Beach Government Solid Waste and Recyclables

A. In Season

Contractor will provide the following services:

1. Collection of beach solid waste consisting of 21–90-gallon containers and emptying of smoking waste containers on streets abutting Ocean twice a week on Monday and Friday. See Exhibits A and B.
2. Collection of 37 containers on King Charles and Route 1, Dickinson, Bayard, Swedes, Van Dyke, Anchor Way to St. Louis Street and Dagsworthy (bay side) once a week on Monday. See Exhibit C.
3. Collection of 1 dumpster and 2 recyclable containers at Town Hall on Mondays.

B. Out of Season

Contractor will provide the following services:

1. Collection of beach solid waste consisting of 21–90-gallon containers on streets abutting Ocean once a week on Monday.
2. Collection of 37 containers on streets on King Charles and Route 1, Dickinson, Bayard, Swedes, Van Dyke, Anchor Way to St. Louis Street and Dagsworthy (bay side) every other Monday.
3. Collection of 1 dumpster and 2 recyclable containers at Town Hall on Mondays.

Bulk, Beach, and Yard Waste -- Dumpster and “Roll Off” Service

Contractor will provide 2- 8 cu. yd. dumpsters at the bayside end of Dagsworthy Street; one will be for beach debris cleaning waste and Town of Dewey Beach street cleaning waste. The second dumpster will be for the Town’s recyclable waste. Collections from both dumpsters shall be twice a week on Mondays and Fridays in

season. The recyclables dumpster is not needed out of season so the beach debris cleaning waste dumpster will be collected once a week on Mondays out of season. See Exhibit D.

In addition to the above routine dumpster services, periodically during the year, 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 dumpsters or “roll offs”, dispose of the waste, and remove the dumpsters or “roll offs”. The Town estimates that there will be 2 or 3 requests during the year for yard waste disposal and 2 requests during the year for bulk solid waste disposal.

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 three (3) days notification for special pick up. Costs shall be determined at the time of request for service.

General Collection Details

A. All Solid Waste, Recycle and Bulk Waste collection shall be collected between the hours of 7:00 AM and 4:00 PM, on Mondays and Fridays, including Holidays in Season. Out of season collection will be Mondays. If a holiday falls on a Monday, the collection can occur the following day. No collection shall occur 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 7:00 AM and 4:00 PM 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 4:00 PM, or collection occurs before 7:00 AM. If special situations arise, they must be cleared with the Town Manager in advance. If violations of the contract terms continue, the Town may invoke the performance bond remedy

D. The Town of Dewey Beach reserves the sole right to investigate and determine whether there are violations concerning the late or early collection provisions of the contract.

E. Contractor must provide the Town Manager’s Office 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 below:

I. Commercial General Liability

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

II. Automobile Liability

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

III. Workers Compensation

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

IV. Umbrella Liability

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

The Contractor shall indemnify, and hold harmless the Town of Dewey Beach, its officers, employees, and agents from and against 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 Residential Recycling Collection and Disposal 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 notices of insurance change or cancellation, within 2 days of change, sent directly to the Town of Dewey Beach, Attn: Town Manager, 105 Rodney Avenue, Dewey Beach, DE 19971.

IV. OTHER

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, leakages, and discharges of any kind. Any such damage, spill, leakage, or discharge shall be remediated within a twelve (12) hour period following notification of the Contractor by the Town. Failure to remediate any “injury” as prescribed herein to the satisfaction of the Town of Dewey Beach may result in (1) the Town of Dewey Beach’s remediation of the injury, through a third-party contract or otherwise, at the Contractor’s expense, (2) the termination of the agreement, or both.

Rights of the Town

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.

All disputes regarding the contract conditions shall be arbitrated by Town Manager and his/her decision will be final.

The Town may terminate the contract at any time for the Town's convenience.

Contract Term

This contract will be a five-year contract with the last 2 years included if the Contractor's performance during the first 3 years of the contract is satisfactory to the Town.

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 recycle 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 recycle facility.

Non-recyclable Materials and Garbage Placed in Containers

In the event that customers place garbage and other non-recyclable material in their recyclables containers, 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 24-48 hours. The Contractor shall place a non-adhesive notification tag (tag and string type) 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 can be monthly or quarterly at bidder's sole discretion.

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

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

PROPOSAL BOND

1. 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 municipal waste collection and disposal, and/or collection of recyclables pursuant to the Beneficiary's solicitation dated _____, 2022 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 event described in clause (a), (b), or (c) above.

2. 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.

3. 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

Corporate Seal) _____
Name/Title

Surety

Attest: _____
Signature

(Corporate Seal) _____
Attorney-in-Fact (Attach Power of Attorney)

**Proposal Pricing Sheet
Town of Dewey Beach
Trash and Recycling Services**

Please write in a price for each type of roll off container at the bottom of the page.

Description	In season Per Month	Out of Season Per Month
Residential Trash and Recycle Service		
1 can trash 1 can recyclables	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	\$ _____ each per residence	\$ _____ each per residence
Trash or Recyclables Dumpsters	\$ _____ / 4 cu yd \$ _____ / 6 cu yd \$ _____ / 8 cu yd Each dumpster	\$ _____ / 4 cu yd \$ _____ / 6 cu yd \$ _____ / 8 cu yd Each dumpster
Beach and Town Trash and Recycling Service		
Beach Trash – Oceanside cans at beach entrances	\$ _____ 2 X per week	\$ _____ 1 X per week
Beach Trash --- Bayside cans	\$ _____ 1 X per week	\$ _____ Biweekly
Town Admin Trash and Recycling 4 trash cans and 2 recycling cans	\$ _____ 1 X per week	\$ _____ 1 X per week
Bulk Waste Dumpsters for beach and street cleaning debris: 2 – 8 cu yd. dumpsters, one trash and one recycling	\$ _____ 2 X per week	\$ _____ 1 X per week

Yard Waste and Special Pickups	
Yard waste cost per bag for 1 st bag in a single pickup	\$ _____ for first bag
Yard waste cost per bag for bags >1 in a single pickup	\$ _____ for each bag >1
“Roll offs” for bulk solid waste or yard waste as requested by Town	\$ _____ /delivery \$ _____ /removal \$ _____ /ton disposed

**Exhibits
Town of Dewey Beach
Trash and Recycling Services**



Exhibit A – Oceanside can



Exhibit B – Smoking Waste Container



Exhibit C – Bayside can



Exhibit D – Town Dumpsters