

Town of Georgetown  
Request for Quotations  
Residential Waste Collection



May 19, 2016

## INVITATION TO BID

Sealed bids for Residential Waste Collection for the Town of Georgetown, Delaware will be received from qualified Bidders at the Town Hall, 39 The Circle, Georgetown, Delaware 19947 until 12:00 p.m. local time on Monday, June 6, 2016 at which time they will be opened and read publicly.

The work consists of furnishing all materials, labor, and services required for weekly collection, transportation and disposal of residential waste from approximately 1,786 residential units.

The Request for Quotations may be examined at:

[www.georgetowndel.com](http://www.georgetowndel.com)

Copies of the Request for Quotations may be obtained at the Town Hall, 39 The Circle, Georgetown, Delaware 19947. No payment is required for one copy.

The Owner reserves the right to waive any informality and to reject any or all bids. No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

TOWN OF GEORGETOWN

REQUEST FOR QUOTATIONS  
RESIDENTIAL WASTE COLLECTION  
TOWN OF GEORGETOWN  
GEORGETOWN, DE  
MAY 19, 2016

I. GENERAL

A. The Town of Georgetown, Delaware, hereinafter referred to as Owner, is requesting quotations from qualified Bidders for furnishing all materials, labor and services required for weekly collection, transportation and disposal of residential and commercial waste from approximately 1,768 individual units as described in this request for quotations. Quotations shall be for three (3) and five (5) year contracts on a per unit basis.

B. Definitions: Whenever the terms “solid waste”, “yard waste”, “bulk items”, “recyclables”, or “waste” is used in these specifications it shall be construed as follows:

- i. Solid Waste – Solid waste means any garbage, refuse, and other discarded material, including solid or semi-solid material resulting from community or household activities. Solid waste shall not include dead animals, animal parts, and household hazardous waste such as wet paint, pesticides, strong clean air agents, tires, auto batteries, and combustibles of all kinds. Solid waste shall not include ashes stored in ash pits, parts of trees, bushes, and soil, mortar, plaster, concrete, bricks, stone, gravel, sand and all waste or leftover materials resulting from grading, excavation, construction, alteration, repair or wrecking of buildings, structures, walls, roofs, roads, streets, walks or other facilities and such items of rubbish

whose weight, size, dimension, and shape required more than one man for removal.

- ii. Yard Waste – Yard waste means those items specifically defined by the Delaware Solid Waste Authority (DSWA) to be in its yard waste recycling program.
- iii. Bulk Items – Means those items other than normal household trash including, but not limited to: appliances (except those as noted below), furniture, and any other items which cannot be safely and conveniently loaded into a solid waste transportation vehicle. Specifically excluded are appliances containing Freon, concrete and bricks, vehicle parts, tires, abandoned cars, car parts, whole trees and construction materials.
- iv. Recyclables – Means those items specifically defined by the Delaware Solid Waste Authority to be included in its Universal Recycling Program.
- v. Waste – Means all solid waste, yard waste, bulk items and recyclables.

- C. The Bidder shall contact the Town to establish the specific and detailed requirements for the performance of the Contract.
- D. All Solid Waste and bulk items collected within the Town shall be disposed by the Contractor at a landfill approved or operated by the Delaware Solid Waste Authority (DSWA). Recyclables and yard waste may be disposed of at any legally authorized recycling facility.
- E. Bids shall be based on DSWA published rates for solid waste and bulk items, including rate increases that are scheduled to occur during the Contract.
- F. No fuel surcharges shall be applied during the Contract period.

- G. The Contractor shall be responsible for tipping fees for waste disposal.
- H. Contractor shall not assign the Contract by power of attorney nor subcontract the work without consideration and written consent of the Owner.
- I. Collection will be for waste from residential and commercial units.
- J. All work performed by the Contractor, any subcontractor or any of their respective agents, servants or employees shall comply with all health and safety regulations promulgated by any agency having jurisdiction over the same. All complaints shall be handled in a courteous and prompt manner.
- K. The Contractor shall be responsible for payment of fees, fines, or other penalties due to disposal of improper materials at DSWA facilities.
- L. Contractor shall submit a monthly statement of the solid waste, recycling, and yard waste tonnage collected during the previous month.
- M. The Contractor will work with the Owner to provide service-oriented information to customers. Specifically, 15 days prior to the commencement of service, the Contractor shall provide an 8 ½" X 11" information sheet to be mailed by the Owner to all residents. This information sheet will inform residents of the specifics of the collection program, including but not limited to, a collection schedule, a list of what materials are being collected, instruction on proper handling of the collection bins and instructions on what customers are to do with waste that does not fit into the collection bins.
- N. Contract period shall beginning on or before July 1, 2016 and shall continue for three (3) or five (5) years as determined by the Owner at time of award.

II. PERMITS

- A. All permits and licenses necessary for the prosecution of the Contract shall be secured and paid for the Contractor.

III. PROTECTION OF PROPERTY AND PERSONS

- A. Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the collection of residential and commercial waste. Contractor will take all necessary precautions for the safety of and will provide for the necessary protection to prevent damage, injury and loss to all employees employed by them and all other persons who may be affected thereby and other property including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.
- B. Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them who may be liable.
- C. In emergencies affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury or loss. The Contractor will give the Town written notice of any damage, injury or loss within one (1) business day of the incident.

IV. COLLECTION TIMES

- A. Collection shall not begin before 6:00 a.m. prevailing time, nor continue past 6:00 p.m. prevailing time.

- B. Contractor shall maintain, to the best of their ability, a properly scheduled pick-up service satisfactory to the Town.
- C. Collection shall never be postponed longer than one (1) working day following the regular day for collection except in the case of dire emergency authorized by the Town, or closure of DSWA landfills due to inclement weather.
- D. No waste shall be collected on the following Holidays:
  - i. Thanksgiving
  - ii. Christmas Day
  - iii. New Years Day

If any of these holidays occur on the scheduled pick up day, waste shall be picked up on the following day

V. COLLECTION FREQUENCY

<b>Month</b>	<b>Solid Waste</b>	<b>Bulk Pickup</b>	<b>Recycle</b>	<b>Yard Waste</b>
January	Weekly	Weekly	Every Other Week	Every Other Week
February	Weekly	Weekly	Every Other Week	None
March	Weekly	Weekly	Every Other Week	None
April	Weekly	Weekly	Every Other Week	Weekly
May	Weekly	Weekly	Every Other Week	Weekly
June	Weekly	Weekly	Every Other Week	Every Other Week
July	Weekly	Weekly	Every Other Week	Every Other Week
August	Weekly	Weekly	Every Other Week	Every Other Week
September	Weekly	Weekly	Every Other Week	Every Other Week
October	Weekly	Weekly	Every Other Week	Weekly
November	Weekly	Weekly	Every Other Week	Weekly
December	Weekly	Weekly	Every Other Week	Every Other Week

VI. COLLECTION CONDITIONS

- A. Collection of waste shall be at the curb or end of driveway or alley.
- B. The following quantities of waste shall be collected on the scheduled pick up day:

- i. Solid Waste: One (1) 96 gallon can.
- ii. Bulk Items: One (1) bulk item.
- iii. Recyclables: One (1) 96 Gallon Can,
- iv. Yard Waste: A maximum of five (5) yard waste items. Yard waste items may be either a container, paper bag, or a biodegradable bag holding yard waste not exceeding 40 pounds or a bundle of branches or limbs not exceeding 50 pounds and four (4) feet in length. Branches may be up to four (4) inches in diameter. Yard waste includes Christmas trees.

C. Residents will be required to place all items for pick-up at a regular place of pick-up no earlier than 6:00 p.m. on the night before pick-up and no later than 6:00 a.m. on the day of pick-up.

D. Carts shall be 96 gallons and constructed of LMDPE. Contractor shall maintain a minimum of 10 carts in excess of the current collection units for future growth.

The Contractor shall supply and maintain the following carts for each unit:

- i. Solid Waste: Toter EVR-II. Color shall be black, gray or brown.
- ii. Recyclables: Toter EVR-11. Color shall be blue.

E. Customers may request 64 gallon or 32 gallon carts in lieu of 96 gallon carts.

F. Appliances containing Freon and construction debris and materials shall not be picked up on a regular basis as part of this Contract. The successful Bidder may contract directly with residents for these services.

G. Cleanliness: For the collection of waste, the Contractor and its employees shall not place the same upon or suffer the same to be placed, or scattered upon any public place, or private street, alley, or drive, and agrees to replace my receptacle,



can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition. Contractor will not be allowed to transfer waste, recyclables, or yard waste from truck to truck in residential areas. In addition, the Contractor will not be allowed to store containers of any kind in common areas or in the public right-of-way. If an unsightly or unsanitary condition results from an action of the Contractor, the Contractor shall respond within four (4) hours of receipt of the notice from Owner.

- H. Customer Service Standards: All complaints received by the Contractor or Owner before 1:00 p.m. shall be resolved by 6:00 p.m. on the day the complaint was received. All complaints received after 1:00 p.m. shall be resolved by noon the next day. The Contractor shall maintain a daily log of all complaints received and time that complaint was resolved. The Contractor shall provide a monthly report to the Owner which will include copies of the daily reports for the prior month.

## VII. INSURANCE REQUIREMENTS

- A. The Contractor shall be required to procure and deliver to the Owner within ten (10) days of the awarding of the Contract, a Certificate of Insurance for the following insurance policies, naming the Town of Georgetown as “Additional Insured”, for all ongoing projects and completed operations
- B. Commercial Automobile Liability in which each vehicle used in the performance of the work under the contract with limits of bodily injury liability of not less than \$1,000,000 for each accident. Property Damage Liability on each vehicle required in the performance of the work under the contract in an amount not less than \$1,000,000 for each accident.

- C. Commercial General Liability to be provided on an occurrence basis with coverage to include Blanket Contractual, Products and Completed Operations w/Additional Insured. Limits are not to be less than: \$1,000,000 Each Occurrence, Bodily Injury and Property Damage; \$2,000,000 Aggregate; \$1,000,000 Personal and Advertising Injury; \$2,000,000 Products/Completed
- D. Operations Aggregate Standard Worker's Compensation and Employer's Liability Insurance indemnifying the contractor against any loss arising from liability or injuries sustained by all agents, servants or employees of the contractor who shall be entitled to compensation under the worker's compensation laws. Coverage is to include Waiver of Subrogation. Employer's liability shall have limits not less than: Bodily Injury, each Employee \$500,000; Bodily Injury, each Accident \$500,000; Disease, each Employee \$500,000.
- E. Umbrella/Excess Liability to provide insurance in excess of Commercial Auto, Commercial Liability, and Employers Liability. Coverage provided on a following form basis. \$5,000,000 Each Occurrence; \$5,000,000 General Policy Aggregate.
- F. Pollution Liability All contractors and consultants who will perform environmental services shall provide Pollution Liability with limits not less than: \$1,000,000 Each Claim or Occurrence; \$1,000,000 Annual Aggregate. The Pollution Liability shall include coverage for Emergency Response Costs, Contingent Transportation, Non-Owned Disposal Sites (if applicable), and Natural Resource Damage. If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage, shall be provided for two (2) years

following completion of the insured's services. In the alternative, the Pollution Liability policy shall be renewed for not less than two years following completion. The policy retroactive date shall be no later than the effective date of this agreement.

G. The Contractor or Consultant shall be responsible for and maintain property insurance coverage at his option and expense to cover tools, equipment, etc. Owned or rented the capital value of which is not included in the cost of work.

- i. All policies are to be written by (A-VIII Rated or better) insurance companies licensed to do business in the state in which the work is to be performed and acceptable to the Town of Georgetown.
- ii. All certificates are to contain substantially the following statement: "The insurance evidenced by this certificate shall not be cancelled, except after ten (10) days prior to written notice to the Town of Georgetown.
- iii. Commercial General Liability insurance under a "claims-made" policy is not acceptable. Coverage must be provided on an "occurrence basis".
- iv. The Contractor or Consultant shall require his subcontractors, while engaged in performing work at the jobsite, to maintain identical insurance coverage and comply with the conditions above. Contractor or Consultant shall be responsible for securing and maintaining certificates of insurance from all subcontractors, evidencing the required insurance coverage's.

H. Bidder shall otherwise indemnify and hold the Town harmless from any and all liability, expenses, damages, etc., which may arise or be asserted against the Town because of the collection, transportation or disposal of garbage, trash or

rubbish, including payment of attorneys' fees resulting from such claim. In addition, all coverage's shall be primary and non-contributory.

VIII. QUOTATIONS

- A. The Bidder shall submit a firm price for the Town of Georgetown residential and commercial waste collection services on the attached forms as follows:

Town of Georgetown  
Attention: Waste Collection Bid  
39 The Circle  
Georgetown, DE 19947

- B. Quotations shall be placed in an opaque sealed envelope. The envelope shall be marked in the upper left hand corner with the name and address of the Bidder. The envelope shall be marked in the lower left corner as follows:

**“Bid for Residential Waste Collection Services, Town of Georgetown”**

- C. Quotations shall be held valid for at least sixty (60) days from the actual date of bid opening.
- D. Quotations shall be firm, fixed priced bids for the total work, based on the requirements stated in the Request for Quotations. No price escalation or contingency considerations other than those identified in the bid form will be allowed.
- E. The Owner reserves the right to reject any and all bids, waive any and all informalities in the bidding, and reserves the right to disregard all nonconforming conditional bids or counterproposals.

F. Quotations shall be submitted as indicated above and shall be received until 12:00 p.m. on Monday, June 6, 2016 at which time they will be opened and read publicly. Submittals received after the indicated time shall not be considered.

END OF REQUEST FOR QUOTATIONS

BID DOCUMENT

Bid submitted by \_\_\_\_\_  
(hereinafter called "Bidder"), organized and existing under the laws of the State of Delaware,  
Doing business as \_\_\_\_\_\*, to the Town of  
Georgetown (hereinafter called "OWNER").

In compliance with the Invitation for Bids, Bidder hereby proposes to perform all work for the weekly collection, transportation and disposal of residential waste generated by approximately 1,768 residential units. By submission of this Bid, each Bidder certifies this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or any other competitor.

Bidder hereby agrees to commence work under the Contract on or before July 1, 2016.

Bidder agrees to complete the work in accordance with the Request for Quotations for the following prices (words and figures):

\*Insert, "a corporation", "a partnership", or "an individual" as applicable.

1.0 Three Year Contract

Year 1, \$ \_\_\_\_\_ (\$ \_\_\_\_\_) per unit per month  
Year 2, \$ \_\_\_\_\_ (\$ \_\_\_\_\_) per unit per month  
Year 3, \$ \_\_\_\_\_ (\$ \_\_\_\_\_) per unit per month

2.0 Five Year Contract

Year 1, \$ \_\_\_\_\_ (\$ \_\_\_\_\_) per unit per month  
Year 2, \$ \_\_\_\_\_ (\$ \_\_\_\_\_) per unit per month  
Year 3, \$ \_\_\_\_\_ (\$ \_\_\_\_\_) per unit per month  
Year 4, \$ \_\_\_\_\_ (\$ \_\_\_\_\_) per unit per month  
Year 5, \$ \_\_\_\_\_ (\$ \_\_\_\_\_) per unit per month

The Bidder understands the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period as stated in the Request for Quotations after the bids are actually received.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal Contract within 15 days.

Respectfully Submitted:

\_\_\_\_\_  
Bidder

By \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
SEAL – If Bidder is a Corporation

ATTEST: \_\_\_\_\_  
Secretary