

CITY OF NEWARK

ADDENDUM 1 – 4/20/15

ADDENDUM 2 – 4/23/15

RFP NO. 15-07



**REQUEST FOR PROPOSALS FOR
2015-2018
SOLID WASTE, RECYCLING, & YARD WASTE
COLLECTION & DISPOSAL**

CITY OF NEWARK PUBLIC BID NOTICE

The City of Newark is accepting **proposals** for Solid Waste, Recycling, & Yard Waste Collection & Disposal within the City of Newark municipal limits for **three (3), five (5), and seven (7) year periods**, beginning July 1, 2015.

PROPOSAL REQUIREMENTS

Each **proposal** shall be submitted on the proposal form included herein. The proposal and all other required documents must be submitted in a sealed envelope clearly identified with the bidder's name and marked "**City of Newark - RFP No. 15-07, 2015 - 2018 Solid Waste, Recycling, & Yard Waste Collection & Disposal**". **Proposal documents must be received in the Purchasing Office prior to 2:00 p.m. prevailing time, Tuesday May 12th, 2015.** Each **proposal** so submitted shall constitute an irrevocable offer for a period of sixty (60) calendar days following the bid opening date.

Proposals shall be submitted to:

City of Newark
Office of the City Manager
220 South Main Street
Newark, DE 19711

Attendance is MANDATORY at a pre-bid Meeting on Tuesday, April 14th, 2015 at 10:00 AM at the Newark Municipal Building, 220 South Main Street, Newark, DE. For information, call (302) 366-7000.

The City of Newark reserves the right to offer contract terms less than the **minimum three (3) year term solicited in this request for proposals (RFP), however the bidder would have the option to opt out of the contract should the term be reduced below three (3) years.** The contract may be renewed at the end of the initial term without issuing a new request for proposals, subject to terms and conditions mutually agreed upon by the City of Newark and the Contractor. Contractors may submit proposals for any or all of the three terms (3, 5, and 7 years) included in this request for proposals.

Proposals will be scored using the evaluation criteria included below and bid price will not be the only factor used in selection. Proposals for each bid item will be scored against other proposals of the same contract term; for example, 3 year proposals will be scored against other 3 year proposals, 5 year versus other 5 year, and 7 year versus other 7 year proposals. A Review Committee will evaluate all proposals found to be responsive to the requirements of this RFP. Each accepted proposal shall be evaluated and ranked by each member of the Review Committee using the Evaluation Criteria listed below:

1. Demonstrated ability in providing equipment and services of comparable specifications, scope, and value.
Maximum criteria score: 20 points
 2. The background, experience, resources, reputation, financial resources, years in business and references.
Maximum criteria score: 20 points
 3. The proposal and pricing structure
Maximum criteria score: 50 points
 4. Customer service, i.e. method of addressing missed cans, bulk collection, special events, guaranteed turnaround times for cart and dumpster maintenance, and other customer service items
Maximum criteria score: 10 points
- Maximum Score: 100 points

The City shall not be required to accept the lowest proposal in terms of cost, but instead shall have the right to select the most qualified proposer based on all of the evaluation criteria established. Additionally, the City has the right to choose between the three bid options included for curbside collection (A, C, and D) and further has the option to refuse all bids and not award a contract.

Following selection of the winning bidder and prior to bringing the contract to Council for final consideration of award there will be a negotiation period where final details can be discussed and revised. All items in the RFP and any items negotiated and agreed upon in writing prior to contract award shall be binding and will be incorporated into the final contract documents.

Certain parts of this RFP are mandatory; others are voluntary. Nonparticipation in the optional items will not preclude your responses to the mandatory sections from consideration. The results of the voluntary sections will not serve as the basis for rejection or acceptance of the mandatory RFP items. The curbside and commercial portions of this RFP may be awarded separately at the discretion of the City.

Each proposal must be accompanied by a certified check, or cashier's check, or bid bond in the amount of 5 percent (5%) of the highest proposed item price submitted (Bid Item A, B, C, or D) for a three year period, regardless of the proposed contract term (5 or 7 year term contract options are still only required to submit a bid bond calculated using three years), payable to the City of Newark. Failure to provide the required bid security at the time of submission will result in an incomplete submission and may be grounds for rejection of the bid.

If the successful bidder fails or refuses to execute and deliver the contract within fourteen (14) calendar days after receiving notice of the award of the contract, the successful bidder shall forfeit to the City for such failure or refusal the security deposited with the **RFP submission**. Any certified check or cashier's check submitted as security shall be returned to all unsuccessful bidders **within** sixty (60) calendar days after the bid opening date. The successful bidder shall provide the City with a Contract Surety Bond in the full amount of the contract guaranteeing faithful performance of the contract. Such bond shall be provided to the City with the executed contract within fourteen (14) calendar days after receiving notice of award of the contract. Upon receipt of the contract surety bond, the City will return any certified check or cashier's check submitted as bid security by the successful bidder.

Please refer to the General Provisions listed later in this document for additional RFP requirements.

CONTRACT SPECIFICATIONS AND SPECIAL PROVISIONS

1. DEFINITION OF TERMS

Garbage:	Animal and vegetable waste resulting from the handling, preparation, cooking and consumption of foods (exclusive of recognized industrial by-products and human or animal feces).
Refuse:	All solid waste materials, combustible or non-combustible (other than sewage), collected from all residents.
Rubbish:	All solid waste other than garbage, offal and ashes (including waste paper, cartons, wood, cloth, metals or glass).
Bulk Rubbish:	Appliances (including but not limited to washers, dryers, freezers, refrigerators, air conditioners) and furniture, NOT INCLUDED are waste materials generated by contractors from home alterations, oil or lead base paints, toxic chemicals, tires, batteries and yard waste. Bulk rubbish service is not provided to non-residential customers.
Single-stream Recycling:	Generally, single stream recycling refers to the collection of commingled newsprint, telephone books, paper and junk mail, aluminum, glass of all colors, narrow-neck plastic bottles, plastic grocery bags, paperboard and corrugated cardboard. See Senate Bill No. 234 from the Delaware State Senate 145 th General Assembly for specific definition of single-stream and recycling.
Yard Waste:	Yard waste refers to waste resulting from maintenance or removal of vegetation, including but not limited to: brush, branches, leaves, garden debris, shrubs, tree limbs smaller than 6" in diameter and 4' in length, and grass clippings.

2. GENERAL DESCRIPTION

The terms "solid waste," "refuse," "trash," "garbage" and "rubbish" are used interchangeably throughout this document. The terms "contractor," "hauler," "firm," "bidder" "respondent" and "vendor" are used interchangeably. Please refer to Section I for definitions of terms.

The City of Newark's Solid Waste Collection and Disposal Programs consist of:

- A. Complete collection of all residential curbside **refuse** from all residential units within the City of Newark municipal limits **once per week** in accordance with the collection options spelled out in the submission requirements section of this RFP.
- B. Complete collection of all residential curbside **recyclables** from all residential units within the City of Newark municipal limits **once per week** in accordance with the collection options spelled out in the submission requirements section of this RFP.
- C. Complete collection of all residential curbside **yard waste** from all residential units within the City of Newark municipal limits **once per week** in accordance with the collection options spelled out in the submission requirements section of this RFP.
- D. Complete collection of all residential dumpster **refuse** from all City facilities, Aetna Hose Hook and Ladder, the Newark Senior Center and all fee simple residential units within the City of Newark municipal limits **once per week** in accordance with the collection options spelled out in the submission requirements section of this RFP.
- E. Complete collection of all residential dumpster **recycling** from all City facilities, Aetna Hose Hook and Ladder, the Newark Senior Center and all fee simple residential units within the City of Newark municipal limits **once per week** in accordance with the collection options spelled out in the submission requirements section of this RFP.
- F. Complete collection of 25 Big Belly solar refuse compactors and 25 Big Belly solar recycling compactors from East Main Street **twice per week** in accordance with the collection options spelled out in the submission requirements section of this RFP.
- G. The Contractor must dispose of all collected solid waste, recyclables and yard waste at their expense. The contractor is responsible for guaranteeing that all waste is taken to permitted facilities by a permitted hauler. This facility does not have to be a DSWA facility, however the hauler will be liable for any fines issued to the City if the waste is taken to a non-permitted facility or by a non-permitted hauler. The hauler shall provide the City with a list of facilities where waste will be taken along with their proposal documents for pre-approval. Any changes to the approved list shall be provided to the City a minimum of 30 calendar days prior to the desired date of use for the new facility to allow time for the City to confirm the facility meets the requirements of DNREC.
- H. The Contractor must adhere to all codes and ordinances of the City of Newark, the State of Delaware, and any and all other appropriate regulatory bodies.

- I. The City currently uses exclusively Schaefer 35 and 95 gallon wheeled refuse carts. All carts provided by the contractor shall match the current carts in body color, lid color, Newark logo hot stamp, and manufacturer unless approved in advance by the Director of Public Works and Water Resources (“PWWR”). All new refuse carts shall be green body with green lid. All new recycling carts shall be green body with yellow lid. All new yard waste carts shall be green body with brown lid. The contractor shall provide the option for both 35 and 95 gallon carts for all new customers and maintain both sizes per the RFP specifications.
- J. The City currently uses exclusively rear loading dumpsters, green in color, with a Newark logo. The contractor may change dumpsters from rear to front loading if desired as part of the contract. If changed, all rear loading dumpsters shall be returned to the City at the Newark municipal yard.
- K. The City currently provides a service to handicapped residents upon request where drivers pull carts back to the house after emptying. Currently we provide this service to 37 residents and the contractor will be expected to provide a similar service as necessary.
- L. Contractor shall provide a written description of how they will address curb side cans that were missed during regular routine collection. This service shall be at no additional cost to the City and is to be incorporated into the regular unit cost.
- M. Contractors choosing to submit a bid for “Item B” are to include a special rate for collection of commercial customers within the City of Newark Municipal boundary should they choose to partner with the City’s contracted hauler. These accounts would be handled separately from the City’s contract, directly between the City’s contracted hauler and the commercial customer. This would be an opt-in program and commercial customers are under no obligation to take part in this program.

Current City of Newark curb side collections are performed using 10 total refuse routes, 10 total single stream recycling routes, and 5 total yard waste routes. Trash is collected from ½ of the City on Monday and the other half on Tuesday. Similarly, recycling is collected from those areas with Monday refuse collection on Thursday and those areas with Tuesday refuse collection on Friday. Yard waste is collected from the entire City on Wednesday. Refuse and single stream recycling are currently fully automated. The City has recently purchased approximately 2,850 automated yard waste carts in addition to the approximately 208 in use as of 1/1/2015. We feel that this number of carts (3,058) will likely satisfy the demand for yard waste carts, but there is a chance that more or less carts may be necessary if demand varies from our current estimate. It is the intention of this contract to include any cost that may be associated with distribution of additional carts as necessary. Our Code prohibits non-automated curbside collection for refuse and recycling. PWWR staff is preparing to draft an ordinance to extend this prohibition to yard waste collection and expects it to be in place prior to the start of the contract. Bulk items are collected on an individually scheduled basis.

The City currently uses all rear loading dumpsters.

The City will have 25 Big Belly solar refuse and recycling compactors (total of 50 compactors) on Main Street by the start of the contract. These are collected two times per week and require the use of specific bags that fit the compactor bins.

In 2014, the City collected the following quantities (in tons) through a combination of curbside and dumpster collection:

Solid Waste/Refuse	5709 tons
Curb Side Single Stream Recycling	2014 tons
Bulk Metal	31 tons
Yard Waste	975 tons

3. CONTRACTOR QUALIFICATIONS

- A. Contractor shall provide evidence and **at least three (3)** work-related references concerning experience and financial ability to properly perform the contract assigned.
- a. Publicly traded companies shall provide the following information:
- i. Three years of 10-K filings with the Securities and Exchange Commission (SEC), or a link to the Company's corporate investor relations website containing links to all SEC filings, and
 - ii. Ticker symbol and exchange, and
 - iii. Federal Taxpayer Identification Number (TIN) / Federal Employer Identification Number (EIN) for corporate entity and operating subsidiary responsible for proposal if different from corporate TIN/EIN, and
 - iv. Dun & Bradstreet DUNS® Number for corporate entity and operating subsidiary responsible for proposal if different from corporate entity.
- b. Privately held companies (including partnerships), minority-owned subsidiaries of publicly traded companies, and any other organization submitting a proposal shall provide the following information:
- i. Federal Taxpayer Identification Number (TIN) / Federal Employer Identification Number (EIN) for parent company and operating subsidiary responsible for proposal if different from parent company, and
 - ii. Dun & Bradstreet DUNS® Number for parent company and operating subsidiary responsible for proposal if different from parent company, and
 - iii. One of the following two documentation requirements:
 1. Three most recent years of audited financial statements, including income statement (or equivalent, such as operating statement, statement of operations, profit and loss statement, etc.), balance sheet, cash flow statement, and statement of retained earnings. Such information shall

be protected from public disclosure pursuant to Delaware code.

2. Three most recent years of Federal corporate income tax filings. Such information shall be protected from public disclosure pursuant to Delaware code.

- B. Contractor shall have adequate operational resources and plans to successfully fulfill all contract requirements of the City of Newark.
- C. Contractor shall give personal attention to the faithful performance of the contract.
- D. Contractor shall not assign the contract by power of attorney nor subcontract the work without advance consideration and written consent of the City of Newark. If subcontracting is approved, said subcontractor shall conform to the specifications of the City of Newark.
- E. Contractor shall employ only competent and efficient people. Whenever, in the opinion of the City of Newark, any employee is careless or incompetent, obstructs the progress of work, or conducts oneself improperly, the Contractor shall, upon request from the City of Newark, discharge the employee from the work and shall not again employ said person on the contract or any other contract for the City of Newark, except with written consent of the City of Newark.
- F. All vehicles, machinery, and equipment owned or controlled by the Contractor, that is proposed to be used by the Contractor for the contracted work, shall be in sufficient mechanical condition as to meet the requirements of the work and to produce satisfactory quality of work. Equipment used on any portion of the contract shall be such that no injury to the roadway, adjacent property, or other highways results from its use. Contractor shall be responsible for any damages to aforementioned roadways, properties, and/or highways as a result of failure to meet said requirements. Newark reserves the right to visually confirm the existence of suitable equipment.
- G. "Injury" is defined to include physical damage, spills, leakages, and illegal discharges of any kind. All vehicles used for this contract shall be equipped with a City approved spill response kit at all times while performing work included in this contract. Any such spill, leakage, or discharge shall be remediated immediately upon recognition or notification of the spill. Failure to remediate any "injury" as prescribed herein to the satisfaction of the City of Newark may result in: (1) the City of Newark'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.

4. REQUIRED COLLECTION SCHEDULE

- A. Requirements for collection schedules shall be:

- Refuse collection one (1) time per week in accordance with the bid option selected by the City. Contractor should specify collection date for each bid option on the bid form.
- Recycling collection one (1) time per week in accordance with the bid option selected by the City. Contractor should specify collection date for each bid option on the bid form.
- Yard waste collection one (1) time per week in accordance with the bid option selected by the City. Contractor should specify collection date for each bid option on the bid form.
- East Main Street Big Belly solar compactor refuse and recycling collection two (2) times per week, evenly spaced. The compactors use specially sized bags and the contractor shall provide replacement bags as necessary through the term of the contract. Big Belly Bag Spec: Bag should be able to fit in a 26"Lx24"Wx36"D square container (actual container size 24.5"Lx20.5"Wx22"D), puncture resistant, clear plastic, thickness = 1.25 mil minimum. Contractor should specify collection date for each bid option on the bid form.
- Bulk rubbish collection frequency and methodology should be specified by the contractor for each option on the bid form.
- The Contractor must indicate in the submittal package the proposed collection schedule for residential refuse collection, which day will be for recyclables collection and which day will be for yard waste collection. Contractor may request different collection days in the future, subject to approval by the City of Newark, with ninety (90) days' notice.
- No collection will be permitted before 7:00 a.m. or after 6:00 p.m. except in emergency situations in which case the City of Newark must be notified immediately and approval must be granted.
- No collection will be permitted on Cleveland Avenue between the hours of 7:00 AM through 9:00 AM and 4:00 PM through 6:00 PM.
- No collection will be required on days where the City has declared a "Snow Emergency." If the hauler chooses to postpone collection during the snow emergency, the collections that would have been made on the day of the emergency shall be collected on a later day that week, with Saturday as an option. The hauler shall notify the Public Works and Water Resources Department by 7:15 AM the morning of the declared snow emergency if they intend to postpone collection and if so, a schedule must be provided.

- Collection of 55-gallon drums from the following City Parks one (1) time per week
 - Kells Park, 201 Kells Avenue
 - Lewis Park, 727 Academy Street
 - Old Train Station, 429 South College Avenue
 - Devon Park, 46 Cornwall Drive
 - Dickey Park, 60 Madison Drive
 - Rahway Park, 922 Rahway Drive
 - Elan Park, 2 Blue Hen Ridge
 - Hidden Valley Park, 120 West Mill Station Drive
 - Fairfield Crest Park, 20 Winfield Drive
 - Karpinski Park, 345 Old Paper Mill Road
 - Ridgewood Glen Park, 57 Shenandoah Drive
 - Redd Park, south end of Odessa Way
 - Curtis Mill Park, 255 Paper Mill Road
 - Kershaw Park, 197 Paper Mill Road
 - Stafford Park, 420 Stafford Drive
 - George Read Park, 315 Delaware Circle
 - White Chapel Park, 240 White Chapel Drive
 - Rittenhouse Park, 228 West Chestnut Hill Road
- Collection of 55-gallon drums from the following City Parks three (3) times per week
 - Newark Reservoir, 240 Old Paper Mill Road
 - Lumbrook Park, 100 Woodlawn Avenue
 - Folk Park, 100 Welsh Tract Road
 - Handloff Park, 1100 Barksdale Road
 - Fairfield Park, 491 Stamford Drive
 - Phillips Park, 101 'B' Street
- Collection of one (1) minimum eight (8) yard dumpster, one (1) time per week from Rittenhouse Park, 228 West Chestnut Hill Road, from June 1st through August 21st.

B. When the daily scheduled collection is not completed by 6:00 p.m., a non-compliance penalty shall be imposed in the amount of \$500. A separate violation of the contract shall occur each day the scheduled collections are not completed by 6:00 p.m.

C. The City of Newark reserves the sole right to investigate and determine whether violations concerning the late collection provisions of the contract exist.

D. No collections will be required on the days when the State of Delaware Landfill is not opened or on the following observed holidays:

- | | |
|--------------------|-----------------|
| • New Year's Day | • Memorial Day |
| • Independence Day | • Labor Day |
| • Thanksgiving Day | • Christmas Day |

- E. Contractor must provide the City of Newark with an annual collection schedule for each coming calendar year by November 30th of the previous year.
- F. Contractor must provide a truck of adequate size to navigate the alleys of Cherry Hill Manor without driving off of the paved surface at any point within the alleys of development. Alternate methods of cart collection may be suggested

5. SUBMISSION REQUIREMENTS

The quoted amounts must represent the comprehensive, all-inclusive cost of service covering all known and unknown expenses, including but not limited to fuel, tipping/dumping, taxes, permitting, environmental, licensing, and other fees and surcharges. The quoted amount must also include the cost of maintaining all existing dumpsters, 35, and 95-gallon refuse, recycling, and yard waste containers along with providing dumpsters, 35, and 95 gallon containers to new customers as necessary. Maintenance includes, but is not limited to the cost associated with and responsibility for: repair, replacement, cleaning, delivery, pick-up and storage of all containers.

The City of Newark shall be responsible for providing a true count of all residential customers at the outset of the contract and providing a list of all new and/or discontinued residential units on a monthly basis. The Contractor will be responsible for maintaining an up-to-date database based on the provided account information which shall be used to invoice the City on a monthly basis. This database shall be made available to the City upon request for review and auditing within two (2) business days of said request.

The City will provide the contractor at the outset of the contract a list containing the cart number for each refuse, recycling, and yard waste cart assigned to each residential property. The contractor will be responsible for maintaining this list and providing it to the City within two (2) business days of said request.

The City will provide the contractor with an up to date list of all handicapped residents that are signed up for the cart pull back program at the outset of the contract and whenever the list changes.

Contractor shall provide a written description of how they will address curb side cans that were missed during regular routine collection. This service shall be at no additional cost to the City and is to be incorporated into the regular unit cost.

Contractor shall provide a list of proposed disposal sites for pre-approval by the City as a part of the proposal documents.

Please submit all bids using the enclosed forms.

A. Mandatory (unless only submitting an optional bid as outlined in item B below):

Submit a quote expressed in US dollars per residential customer per month for collection of refuse, recycling, and yard waste with:

- Refuse collected from all areas of the City on each Monday, Tuesday, or a combination of both days
- Recycling collected from all areas of the City on each Thursday, Friday, or a combination of both days
- Yard waste collected from all areas of the City on each Wednesday

- Main Street Big Belly refuse compactors collected twice a week, evenly spaced, Monday through Friday
- Main Street Big Belly recycling compactors collected twice a week, evenly spaced, Monday through Friday
- Parks collection in accordance with the collection frequency associated with each park.
- Curb side bulk collection with written description of methodology
- Method of addressing missed cans

Collection Schedule Item A – Specify Days					
Collection Type	Monday	Tuesday	Wednesday	Thursday	Friday
Curb Side Refuse					
Curb Side Recycling					
Main Street Refuse					
Main Street Recycling					
Curb Side Yard Waste					
Curb Side Bulk					
Parks 1x per week					
Parks 3x per week					
Parks Dumpster					
Method of Bulk Collection:					
Method of Addressing Missed Cans:					

July 1, 2015 – June 30, 2016				
Collection Type	Current Quantity	Unit Price / Month	Total Cost / Month	Total Cost / Year
Curb Side	6713 Refuse			
Main Street Compactors	25			
Parks	All parks as specified in 4A	1		

July 1, 2016 – June 30, 2017				
Collection Type	Current Quantity	Unit Price / Month	Total Cost / Month	Total Cost / Year
Curb Side	6713 Refuse			
Main Street Compactors	25			
Parks	All parks as specified in 4A	1		

July 1, 2017 – June 30, 2018				
Collection Type	Current Quantity	Unit Price / Month	Total Cost / Month	Total Cost / Year
Curb Side	6713 Refuse			
Main Street Compactors	25			
Parks	All parks as specified in 4A	1		

B. Optional

- Submit a quote expressed in US dollars per month for once a week collection for the listed quantity of all of the following commercial dumpster sizes. The City reserves the right to increase or decrease the quantity of each size dumpster and in the event that actual quantities vary from those listed below, the unit prices charged for each size shall not change.
- Include a price for non-scheduled additional collections for each dumpster size that can be used when more than one collection per week is required due to special events or other reasons resulting in demand exceeding dumpster capacity.
- Include a special rate for collection of commercial customers within the City of Newark Municipal boundary should they choose to partner with the City's contracted hauler. These accounts would be handled separately from the City's contract, directly between the City's contracted hauler and the commercial customer. This would be an opt-in program and commercial customers are under no obligation to take part in this program.
- If pricing depends on whether or not the Bid Item B is awarded with the curb side portion of the project please include two versions of the bid sheets for Bid Item B, one for awarded separately, one if awarded together.
- Dumpster locations and sizes for the initial contract are listed below. Final quantities are subject to change during the contract term. In the event that quantities increase or decrease from the contract value, unit prices should hold.

Item B Dumpster Quantities and Addresses			
Facility Name	Address	Trash Dumpsters Size and Quantity	Recycle Dumpster Size and Quantity
Gateway Village	Gateway Drive	1 - 6 CY	1 - 6 CY
Fountainview	Fountainview Circle	4 - 8 CY	3 - 2 CY
Villa Belmont	60 Welsh Tract Road	16 - 2 CY	10 - 2 CY
Williamsburg Village	King William Street	5 - 8 CY	2 - 8 CY
City Hall	220 South Main Street	1 - 8 CY	15 - 95 Gallon Carts
George Wilson Center	303 New London Road	1 - 6 CY	3 - 95 Gallon Carts
City Maintenance Yard	406 Phillips Avenue	1 - 8 CY, 1 - 6 CY, 1 - 4 CY, 10- 95 Gallon Carts	3 - 95 Gallon Carts
Twin Lakes	North Twin Lakes Blvd	1 - 6 CY	1 - 6 CY
Newark Senior Center	200 White Chapel Drive	1 - 8 CY	1 - 8 CY
AETNA - Ogletown Road	410 Ogletown Road	2 - 4 CY	2 - 95 Gallon Carts
AETNA - Academy Street	31 Academy Street	1 - 4 CY	2 - 95 Gallon Carts
AETNA - Thorn Lane	7 Thorne Lane	1 - 4 CY	2 - 95 Gallon Carts
Sutton Place	Sutton Way	1 - 6 CY	1 - 6 CY

Item B July 1, 2015 – June 30, 2016					
Dumpster Size	Current Quantity	Unit Price / Mo.	Cost Per Month	Additional Collection Price	Non-City Rate / Mo.
95 Gallon Refuse	10				
2-Yard Refuse	16				
4-Yard Refuse	5				
6-Yard Refuse	6				
8-Yard Refuse	12				
95 Gallon Recycling	27				
2-Yard Recycling	13				
4-Yard Recycling	1				
6-Yard Recycling	3				
8-Yard Recycling	3				

Item B July 1, 2016 – June 30, 2017					
Dumpster Size	Current Quantity	Unit Price / Mo.	Cost Per Month	Additional Collection Price	Non-City Rate / Mo.
95 Gallon Refuse	10				
2-Yard Refuse	16				
4-Yard Refuse	5				
6-Yard Refuse	6				
8-Yard Refuse	12				
95 Gallon Recycling	27				
2-Yard Recycling	13				
4-Yard Recycling	1				
6-Yard Recycling	3				
8-Yard Recycling	3				

Item B July 1, 2017 – June 30, 2018					
Dumpster Size	Current Quantity	Unit Price / Mo.	Cost Per Month	Additional Collection Price	Non-City Rate / Mo.
95 Gallon Refuse	10				
2-Yard Refuse	16				
4-Yard Refuse	5				
6-Yard Refuse	6				
8-Yard Refuse	12				
95 Gallon Recycling	27				
2-Yard Recycling	13				
4-Yard Recycling	1				
6-Yard Recycling	3				
8-Yard Recycling	3				

C. Optional:

Submit a quote expressed in US dollars per residential customer per month for collection of refuse, recycling, and yard waste with:

- Refuse collected from all areas of the City on one day, Monday through Friday, may coincide with recycling or yard waste.
- Recycling collected from all areas of the City on one day, Monday through Friday, may coincide with refuse or yard waste.
- Yard waste collected from all areas of the City on one day, Monday through Friday, may coincide with refuse or recycling.
- Main Street Big Belly refuse compactors collected twice a week, evenly spaced, Monday through Friday
- Main Street Big Belly recycling compactors collected twice a week, evenly spaced, Monday through Friday
- Parks collection in accordance with the collection frequency associated with each park.
- Curb side bulk collection with written description of methodology
- Method of addressing missed cans

Collection Schedule Item C – Specify Days (One Day Per Week Per Collection Type)					
Collection Type	Monday	Tuesday	Wednesday	Thursday	Friday
Curb Side Refuse					
Curb Side Recycling					
Main Street Refuse					
Main Street Recycling					
Curb Side Yard Waste					
Curb Side Bulk					
Parks 1x per week					
Parks 3x per week					
Parks Dumpster					
Method of Bulk Collection:					
Method of Addressing Missed Cans:					

July 1, 2015 – June 30, 2016				
Collection Type	Current Quantity	Unit Price / Month	Total Cost / Month	Total Cost / Year
Curb Side	6713 Refuse			
Main Street Compactors	25			
Parks	All parks as specified in 4A	1		

July 1, 2016 – June 30, 2017				
Collection Type	Current Quantity	Unit Price / Month	Total Cost / Month	Total Cost / Year
Curb Side	6713 Refuse			
Main Street Compactors	25			
Parks	All parks as specified in 4A	1		

July 1, 2017 – June 30, 2018				
Collection Type	Current Quantity	Unit Price / Month	Total Cost / Month	Total Cost / Year
Curb Side	6713 Refuse			
Main Street Compactors	25			
Parks	All parks as specified in 4A	1		

D. Optional:

Submit a quote expressed in US dollars per residential customer per month for collection of refuse, recycling, and yard waste with:

- Refuse, recycling, Main Street, and yard waste each collected once per week on a schedule determined by the hauler.
- Parks collection in accordance with the collection frequency associated with each park.
- Curb side bulk collection with written description of methodology
- Method of addressing missed cans

Collection Schedule Item D – Specify Days					
Collection Type	Monday	Tuesday	Wednesday	Thursday	Friday
Curb Side Refuse					
Curb Side Recycling					
Main Street Refuse					
Main Street Recycling					
Curb Side Yard Waste					
Curb Side Bulk					
Parks 1x per week					
Parks 3x per week					
Parks Dumpster					
Method of Bulk Collection:					
Method of Addressing Missed Cans:					

July 1, 2015 – June 30, 2016				
Collection Type	Current Quantity	Unit Price / Month	Total Cost / Month	Total Cost / Year
Curb Side	6713 Refuse			
Main Street Compactors	25			
Parks	All parks as specified in 4A	1		

July 1, 2016 – June 30, 2017				
Collection Type	Current Quantity	Unit Price / Month	Total Cost / Month	Total Cost / Year
Curb Side	6713 Refuse			
Main Street Compactors	25			
Parks	All parks as specified in 4A	1		

July 1, 2017 – June 30, 2018				
Collection Type	Current Quantity	Unit Price / Month	Total Cost / Month	Total Cost / Year
Curb Side	6713 Refuse			
Main Street Compactors	25			
Parks	All parks as specified in 4A	1		

Exceptions to Item A:

Exceptions to Item B:

Exceptions to Item C:

Exceptions to Item D:

GENERAL PROVISIONS

6. RIGHTS OF THE CITY

The Mayor and Council of the City of Newark, Delaware reserve the right to reject any or all proposals, to waive minor technicalities, and to select the proposal most beneficial to the City of Newark.

7. PAYMENT TERMS

The City of Newark will authorize and process for payment each invoice within forty-five (45) days after the date of receipt of a correct invoice. The Contractor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the City of Newark's option, without imposing any additional fees, costs or conditions.

8. TAXES

The price(s) quoted shall not include federal or state taxes. If applicable, the successful bidder shall provide the City with three (3) copies of the required tax exemption forms to accompany the bidder's invoice.

9. AWARDS

The City Manager will review each of the proposals submitted and make a recommendation to the City Council on the disposition of the proposals. The City Council reserves the right to accept or reject any or all proposals or parts of proposals as they may determine and to waive any irregularities or defects where the best interest of the City would be served.

10. PROPOSAL PRICE

The proposal price shall include all transportation, fuel, delivery, installation and all charges for the goods and services specified. The work done under this RFP will be funded by the City of Newark. The State of Delaware prevailing wage schedule will therefore not be applicable to this RFP.

11. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Contractor is to commence performance of the work described in this RFP within **one hundred and eighty (180)** calendar days from the date of written notice to proceed. Liquidated damages of three thousand and six hundred dollars (\$3,600.00) per day may be assessed to the Contractor by the City for each day the start of the contract is extended beyond the above schedule. Liquidated damages are not to be construed as a penalty in any sense.

12. INTENT OF SPECIFICATIONS

It shall be the contractor's responsibility to furnish the goods and services specifically indicated in the scope of work and specifications and such other as may be required to meet the intent of the specifications, drawings, or as may be necessary to provide the operation intended by the City.

13. EXCEPTIONS/DESCRIPTIVE INFORMATION

Any and all exceptions which are taken to the drawings and specifications must be noted in the space provided on the proposal. Any exception to the specifications may be grounds for rejection of the proposal.

14. EQUALS

Where a specific product is specified by catalog or model number, the acceptability of any other "or equal" product shall be subject to the sole judgment of the City of Newark.

15. WARRANTIES AND STANDARDS

All goods are to be new and unused in all component parts, including all accessories. The specifications will be construed as the minimum required. When the manufacturer's standard exceeds the specifications, the standard units will be furnished. All materials shall be free of defects. All standard manufacturer's warranties and guarantees shall apply to equipment and goods supplied under this RFP.

The Contractor guarantees all of the work and materials for a period of one year after the date of completion and final acceptance by the City.

16. WORKMANSHIP

Workmanship will conform to the best current manufacturing practice followed for goods of this type. Component parts and units will be manufactured to definite standard dimensions with proper fit and clearances.

17. FINAL INSPECTION

All delivered goods and services will be subject to inspection by the City of Newark, Delaware. If in any way an item fails to meet the terms of the RFP, it may be rejected or liquidated damage charges made. The decision of the City will be final and any rejected items or materials will have to be replaced at the expense of the vendor.

18. ADVERTISEMENTS

Any bidder submitting a proposal will not use the name of the City in any advertisement without first obtaining the written consent of the City Manager.

19. EEO AND BUSINESS LICENSES

The bidder shall possess all required business or other licenses and also shall be a fair and equal opportunity employer.

20. NONCOLLUSION

The bidder shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with the RFP.

21. ADDENDA AND QUESTIONS

Any changes to the RFP documents shall be made by written addenda which may be issued with extensions to the RFP submittal date if necessary to allow adequate time for response. Bidders shall bear the entire responsibility for being sure they have received all such addenda. Any questions regarding the bidding process should be directed to Ms. Cenise Wright, Purchasing Administrator, at (302) 366-7000. Any questions regarding the RFP specifications and special provisions should be directed to Mr. Tom Coleman, Director of Public Works and Water Resources, at (302) 366-7000.

22. PAYMENT

No invoice will be processed for payment until the goods and/or services have been delivered and verification is made that the specifications under this RFP have been met. Progress payments, when requested, will be evaluated and approved for payment based on work completed to date according to the approved schedule of values. Payment for material stored on site will be made at 50% of the material's invoice price. Full payment will be made after the material is installed. Payment will be made within thirty (30) days of final acceptance by the City.

23. LIABILITY INSURANCE

- A. Except as otherwise provided by law, the contractor shall at all times maintain and keep in force such insurance as will protect him from claims under Worker's Compensation Acts, and also such insurance as will protect him and the owner from any such claims for damages for personal injuries, including death, which may arise from operations under this RFP, whether such operations be by the contractor or by any subcontractor or anyone directly or indirectly employed by any of them.
- B. The Prime Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance not less than:

\$2,000,000 Each Occurrence Limit
\$2,000,000 Personal & Advertising Injury Limit

\$3,000,000 Annual Aggregate Limit
\$3,000,000 Products-Completed Operations Limit
\$1,000,000 Business Auto Liability Limit
\$5,000,000 Commercial Umbrella Limit

The Prime/General Contractor, The City of Newark (Owner) and all other parties required of the general Contractor shall be included as insured on the CGL, using Additional Insured Endorsements providing coverage as broad as the coverage provided for the named insured subcontractor.

Subcontractors approved in association with the hiring of a Prime Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance not less than:

\$1,000,000 Each Occurrence Limit
\$1,000,000 Personal & Advertising Injury Limit
\$2,000,000 Annual Aggregate Limit
\$2,000,000 Products-Completed Operations Limit
\$1,000,000 Business Auto Liability Limit
\$3,000,000 Commercial Umbrella Limit

All Contractors shall provide Contractors Pollution Liability with limits not less than:

Each Claim or Occurrence	\$3,000,000
Annual Aggregate	\$3,000,000

The Contractors Pollution Liability policy shall include coverage for Emergency Response Costs, Contingent Transportation, Non-Owned Disposal Sites, and Natural Resource Damage. If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage, shall be provided for thirty (30) days following completion of the insured's services. In the alternative, the Contractors Pollution Liability policy shall be renewed for not less than thirty (30) days following completion. The policy retroactive date shall be no later than the effective date of this Agreement.

C. A copy of the Certificate of Insurance must accompany each proposal.

24. TERMINATION OF AGREEMENT

This agreement may be terminated by the City upon thirty (30) days written notice if the contractor fails to perform satisfactorily in accordance with the terms and conditions of the RFP. In the event this agreement is terminated, the contractor shall be paid for services satisfactorily rendered up to the termination date.

25. ITEMS TO BE EXECUTED AND SUBMITTED WITH PROPOSAL

Bidders are notified that the proposal and the bid security must be executed and completed in full and submitted with the bid at the time of bidding, or may be subject to rejection.

26. ITEMS TO BE SUBMITTED WITH SIGNED PROPOSAL

- A. Anticipated Start Date
- B. Collection Schedule
- C. Construction Bond
- D. Insurance Documentation
- E. List of proposed disposal sites for pre-approval