



**SOLID WASTE, RECYCLING AND
YARD WASTE
COLLECTION & DISPOSAL**

SPECIFICATIONS FOR THE CITY OF MILFORD

SOLID WASTE COLLECTION AND DISPOSAL

I. 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 large tree limbs over 4' in length. Bulk rubbish service is not provided to Commercial/Industrial 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, paperboard and corrugated cardboard. See 7 Del.C. §6052 for full description.
Organic 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, small tree limbs and grass clippings. See 7 Del.C. §6052

II. General Description

The terms “solid waste,” “refuse,” “trash,” “garbage” and “rubbish” are used interchangeably throughout this document. Please refer to Section I for definitions of terms.

The CITY OF MILFORD’s Solid Waste Collection and Disposal Programs consist of:

- A. Complete collection of all residential **refuse** from all residential units within the CITY OF MILFORD identified Milford Service area **once weekly**.
- Complete collection of all residential **recyclables** from all residential units within the CITY OF MILFORD identified Milford Service area **once weekly**.
 - Complete collection of all residential **yard waste** from all residential units within the CITY OF MILFORD identified Milford Service area **once weekly**. Yard waste collection may be done on the same day as residential refuse and residential recyclable collection. Yard Waste is collected year round but may intermittently be discontinued for part of the year at the discretion of the City of Milford.
 - The Contractor must dispose of all collected solid waste, recyclables and yard waste.
 - The Contractor must adhere to all codes and ordinances of the CITY OF MILFORD, including normal working hours.

III. Contractor Qualifications

- A. Contractor shall provide evidence and work-related references concerning experience and financial ability to properly perform the contract assigned.
- B. Contractor shall have adequate operational resources and plans to successfully fulfill all contract requirements of the CITY OF MILFORD.
- C. Contractor shall give personal attention to the faithful performance of the contract. Additionally, Contractor shall be responsible, at Contractor’s expense, for providing notice to all residents at least 30 days prior (if applicable) of any changes regarding the services being provided. Contractor shall provide all notices to the City of Milford for review prior to distribution. The City can provide Contractor with a mailing list as needed.
- 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 MILFORD. If subcontracting is approved, said subcontractor shall conform to the specifications of the CITY OF MILFORD.

- E. Contractor shall employ only competent and efficient people. Whenever, in the opinion of the CITY OF MILFORD, any employee is careless or incompetent, obstructs the progress of work, or conducts oneself improperly, the Contractor shall, upon request from the CITY OF MILFORD, discharge the employee from the work and shall not again employ said person on the contract or any other contract for the CITY OF MILFORD, except with written consent of the CITY OF MILFORD.
- 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. All containers will be provided by the City of Milford. Observations concerning the condition of solid waste, recycle or yard waste containers shall be promptly reported to the City for Milford for action.
- G. "Injury" is defined to include spills, leakages, and discharges of any kind. Any such spill, leakage, or discharge shall be remediated within a twelve (12) hour period. Failure to remediate any "injury" as prescribed herein to the satisfaction of the CITY OF MILFORD may result in (1) the CITY OF MILFORD'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.
- H. Contractor shall provide The City of Milford with weekly, monthly and annual tonnage tickets for all collected solid waste, recycle and yard waste.

IV. Price Requirements

A. Mandatory (See Attached pricing format):

The quoted amount must represent the comprehensive, all-inclusive cost of service covering all known and unknown expenses, including but not limited to fuel, dumping, taxes, permitting, environmental, licensing, and other fees and surcharges, expressed in US Dollars in reply to the following parameters:

- 1) Price per residential customer per month for collection of solid waste, recycling AND yard waste for each fiscal year, beginning at award in FY 22, all of FY 23, and all of FY 24 (CITY OF MILFORD fiscal year begins on July 1st and ends June 30th of the following year);
- 2) Price per customer for the weekly collection of each 3yd container identified, location provided in the attached list. Some of these may be twice weekly.
- 3) Price for pickup and disposal of bulk trash or yard waste, per pickup, according to the city's restriction on bulk pickups (see City of Milford Solid

Waste Rules at [Microsoft Word - SW Rules & Regulations 1109211328MSsp \(cityofmilford.com\)](https://www.cityofmilford.com/microsoft-word-sw-rules-regulations-1109211328mssp) **when ordered by the City.**

4) *Optional:*

- a. 2017 Freightliner with 33 Cu Yd Container (ASL)
- b. 2015 Western Star with 24 Cu Yd Container (Front Cable and Rear Load)
- c. 2018 Peterbilt with 33 Cu Yd Container (ASL)

The CITY OF MILFORD shall be responsible for providing a true count of all residential units , 3 yd containers and bulk pickups conducted a monthly basis, upon which count the Contractor shall invoice the CITY OF MILFORD on a monthly basis.

Solid Waste Pricing Schedule				
Vendor Name:	<input type="text"/>			
Date:	<input type="text"/>			
Collect/Dispose		FY 22	FY 23	FY 24
96 Gallon Containers	Trash	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Recycle	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Yard Waste	<input type="text"/>	<input type="text"/>	<input type="text"/>
3 Yd Conainers	Weekly	<input type="text"/>	<input type="text"/>	<input type="text"/>
	BiWeekly	<input type="text"/>	<input type="text"/>	<input type="text"/>
Bulk Pickups		<input type="text"/>	<input type="text"/>	<input type="text"/>

Please submit all bids using the format above. Failure to do so may result in forfeiture of bid validity. Bidding on the Solid Waste Collection vehicles offered by the city – for sale – is optional; participation will not affect qualitative evaluation of the submitted bid.

V. Contract Security – Bonds

- A. Contractor shall be required to provide Performance Bond of a Surety company to be approved by the CITY OF MILFORD.
- B. Surety Company shall do business in the 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 CITY OF MILFORD 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 CITY OF MILFORD.

VI. Contract Security – Insurance

Contractor shall provide proof of the following insurance coverage (minimum coverage requirements are subject to change):

- A. Commercial General Liability / Pollution
 - 1. \$1,000,000 each occurrence/\$2,000,000 annual aggregate for bodily injury including death and property damage.
 - 2. CITY OF MILFORD shall be named as additional insured.
- B. Automobile Liability
 - 1. \$1,000,000 combined single limit bodily injury and property damage.
 - 2. CITY OF MILFORD shall be named as additional insured.

C. Workers Compensation

1. Coverage A – Delaware Statutory
2. 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.
3. Waiver of subrogation in favor of the CITY OF MILFORD.

D. Umbrella Liability

1. \$5,000,000 in excess of underlying limits of A, B, & C above (including pollution).

The Contractor shall indemnify, and hold harmless the CITY OF MILFORD, 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 collection and disposal agreement.

VII. Required Collection Schedule

A. Required Collections shall be:

- Solid waste collection one (1) time per week (Monday through Friday) per unit. Contractor shall acknowledge it can accommodate the existing collection schedule provided by the City of Milford.
- Recyclables collection one (1) time per week (Monday through Friday) per residential unit on a separate day from trash collection. Contractor shall acknowledge it can accommodate the existing collection schedule provided by the City of Milford.
- Yard waste collection one (1) time per week (Monday through Friday) per unit. Contractor shall acknowledge it can accommodate the existing collection schedule provided by the City of Milford.
- No collection will be permitted before 7:00 a.m. or after 9:00 p.m. except in emergency situations in which case the CITY OF MILFORD must be notified immediately and approval must be granted.

- B. When the daily scheduled collection is not completed by 9:00 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 9:00 p.m. The imposed penalty shall increase in increments of \$500 per occurrence. Following the third occurrence, the Contractor shall be required to present The City a written performance improvement plan, for The City's review and approval.

In addition to the penalty mentioned above, the Contractor shall be responsible to reimburse The City for **ALL** costs incurred by The City to collect from missed customers. The Contractor may also be required to provide The City with a roll-off dumpster, that will be dumped at the Contractor's expense, in the event City staff is required to collect from missed customers.

- C. The CITY OF MILFORD reserves the sole right to investigate and determine whether there are violations concerning the late collection provisions of the contract.
- D. No collections will be required on the days when the State Landfill is not opened or on the following holidays:
- New Year's Day
 - Fourth of July
 - Thanksgiving
 - Memorial Day
 - Labor Day
 - Christmas
- E. Contractor shall acknowledge it can accommodate the existing collection schedule, including designation of non-collection holidays, provided by the City of Milford. The City reserves the right to adjust each instance of scheduled non-collection within a window of 14 calendar days prior to the scheduled non-collection date.

VIII. Rights of The City

The Mayor and Council of the CITY OF MILFORD, Delaware reserves the right to reject any or all bids, to waive minor technicalities, and to select the bid most beneficial to the CITY OF MILFORD.

IX. Payment Terms

The CITY OF MILFORD 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 MILFORD's option, without imposing any additional fees, costs or conditions.

**3 Yd Container
Collection Schedule**

<u>Location</u>	<u>Count</u>	<u>Day</u>
PW Yard Waste Bins	3 Trash 2 Recycle	Mon
Carlisle Fire House	2 Trash	Mon
Valley Run Town Homes	1 Trash	Mon
Silver Hill Apts	3 Trash	Mon
Academy Apts	2 Trash	Mon
Blair Apts	2 Trash	Mon
NE 2 nd ST Apts	1 Trash	Mon
Milford PD	1 Trash	Mon
Parks and Rec – Armory	2 Trash	Mon
Armory	2 Trash	Tues
Cemetery	3 Trash	Tues
Milford PD	1 Trash	Thurs
Marshall St Apts	2 Trash	Thurs
Silver Hill Apts	3 Trash	Thurs
Gilbert's tire	1 Recycle	Thurs
Parks n Rec – Franklin St	2 Trash	Thursday
Milford Little League	2 Trash	Seasonal

96 Gallon Container (Trash/Recycle/Yard Waste and Bulk) Pick Up Schedule

- Approximately 4,300 accounts
- Yard Waste Picked Up City-Wide on Mondays
- Trash/Recycle Picked Up City-Wide split into Tues/Wed/Thurs/Fri with both Trash and Recycle picked up on same day for each location
- Bulk Waste Picked Up According to City-Provided List each week for the following week