



CITY MANAGER'S OFFICE
CITY OF NEWARK

220 South Main Street • Newark, Delaware 19711
302.366.7000 • Fax 302.366.7035 • www.newarkde.gov

BIDDER

BID SECURITY

INVITATION TO BID (ITB) NO. 24-08

FURNISHING LABOR AND EQUIPMENT
FOR YARD WASTE PROCESSING

NOTICE

Do not disassemble. Return intact with
properly completed forms or bid may be rejected.

CITY OF NEWARK
Delaware

INVITATION TO BID NO. 24-08

FURNISHING LABOR AND EQUIPMENT
FOR YARD WASTE PROCESSING

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CITY OF NEWARK
Delaware

INVITATION TO BID NO. 24-08

FURNISHING LABOR AND EQUIPMENT
FOR YARD WASTE PROCESSING

NOTICE OF LETTING

Sealed bids in response to Invitation to Bid No. 24-08 (Furnishing Labor and Equipment for Yard Waste Processing) will be received by the Purchasing Division (220 South Main Street; Newark, Delaware 19711) until 2:00 p.m., prevailing time on Tuesday, July 2, 2024, and will be publicly opened and read aloud shortly thereafter.

Alternatively, bids may also be emailed in PDF form to the City Purchasing Division at contracts@newark.de.us by the deadline noted above and will be opened after the closing date and time and will be publicly recorded shortly thereafter. The City's preference is a single PDF copy by email in order to keep this process environmentally friendly. Please note that only emails up to 25 MB in size can be accepted.

There will be a non-mandatory pre-bid meeting on Thursday, June 20, 2024, beginning at 10:00 am at Iron Glen Park located at 1142 Elkton Rd; Newark, DE 19711.

All questions/requests for information regarding this Invitation to Bid must be submitted via email to contracts@newark.de.us by 5:00 p.m. on Friday, June 28, 2024 to allow staff sufficient time to develop answers to questions deemed appropriate. Please submit all questions/requests for information in bulk (e.g., in a Word document attachment to an email) to limit the total number of emails received.

The Invitation to Bid documents may be obtained from the City website at www.newarkde.gov/bids.

CITY OF NEWARK
Delaware

INVITATION TO BID NO. 24-08

FURNISHING LABOR AND EQUIPMENT
FOR YARD WASTE PROCESSING

GENERAL PROVISIONS

1. BIDS

Each bid 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 – Furnishing Labor and Equipment for Yard Waste Processing". **Bid Documents must be received in the Purchasing Office prior to 2:00 p.m. prevailing time, Tuesday, July 2, 2024.** Each bid so submitted shall constitute an irrevocable offer for a period of thirty (30) calendar days following the bid opening date.

Alternatively, bids may also be emailed in PDF form to the City Purchasing Division at contracts@newark.de.us by the deadline noted above and will be opened immediately after the closing date and time and will be publicly recorded shortly thereafter. Please note that only emails up to 25 MB in size can be accepted—if file sizes are larger than 25 MB, attachments should be broken into multiple emails.

2. BID SECURITY

Each bid must be accompanied by a certified check, cashier's check, or bid bond in the amount of ten percent (10%) of the proposed bid price, payable to the City of Newark. Failure to provide the required bid security may be grounds for rejection of the bid. If a bid bond is submitted, the attached "Bond to Accompany Proposal" form must be completed and issued by a surety licensed to operate in the State of Delaware.

If the successful bidder fails or refuses to execute and deliver the contract within twenty (20) 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 bid. Any certified check or cashier's check submitted as security shall be returned to all unsuccessful bidders thirty (30) calendar days after the bid opening date.

3. CONTRACT SURETY BOND

The successful bidder shall provide the City with a Performance Bond and Payment Bond in the full amount of the contract guaranteeing faithful performance of the contract. Such bonds shall be provided to the City with the executed contract within twenty (20) 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.

If a warranty is included as part of this Invitation to Bid's scope of work, once the project is substantially complete the surety bond shall be converted into a warranty bond for the term of the warranty. Once substantial completion of the project is reached and approved, City staff shall release any remaining retainage and issue a close out letter to the vendor stating the start date of the warranty period. A copy of the above noted warranty bond shall be provided to the City Purchasing Division no later than thirty (30) days from the receipt of the City's close out letter.

4. 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.

5. AWARDS

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

6. CONTRACT DURATION

The labor and equipment costs included in the bidder's proposal shall include all overhead and profit margins and shall be kept firm for **three (3) years** from January 1, 2025 through December 31, 2027. By mutual consent, the contract with the successful bidder may be extended for three (3) additional one (1) year periods, commencing January 1, 2028 and extending no longer than December 31, 2030.

7. BID PRICE

For material purchases, the prices shall include all transportation, delivery preparation, and installation charges for the equipment specified. The bid prices shall be F.O.C. Destination and shall not include federal or state taxes. If applicable, the successful bidder/vendor must furnish the City with the necessary tax exception forms in triplicate upon submission of his invoice.

Any prices quoted are those for which the material will be furnished F.O.B. Destination and include all charges that may be imposed during the period of the contract. Unless otherwise specified and agreed upon by both parties in writing, all material shall be designated F.O.B. Destination and have freight included in quotations.

8. UNIT PRICES

In the event of a conflict or error in extension from unit price to total amount, the unit prices shall prevail and shall be considered the correct bid figures. Bidders are cautioned to thoroughly review their bid figures for errors prior to submitting their proposal. The unit price shall include all transportation, delivery, installation and all charges for the goods and services specified in this Invitation to Bid or otherwise by City staff.

9. 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.

10. INQUIRIES/REQUESTS FOR INFORMATION & ADDENDA

All inquiries/requests for information regarding this Invitation to Bid must be submitted via email to contracts@newark.de.us by 5:00p.m. on Friday, June 28, 2024. These inquiries will be passed along to relevant staff for their review. Please submit all questions/requests for information in bulk (e.g., in a Word document attachment to an email) to limit the total number of emails received. Any answers deemed necessary will be provided via addendum prior to the bid opening date.

Any changes to the Invitation to Bid documents shall be made by written addendum no later than four (4) calendar days prior to the bid opening date, which may be issued with extensions to the bid submittal date (if necessary) to allow adequate time for review and response. Bidders shall bear the entire responsibility for being sure they have received all such addenda. **The bidder is responsible for submitting a signed letter listing the addenda received for this Invitation to Bid.** All addenda will be posted on the City website at

www.newarkde.gov/bids. After the bids have been received, no claim that the bidder did not have complete information will be considered. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this contract, shall affect or modify any of the terms or conditions outlined herein.

11. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Contractor shall commence work on a date to be specified by the City in a written "Notice to Proceed" and to fully complete all work under this contract on or before the noted completion date. Liquidated damages of five-hundred dollars (\$500) per day may be assessed to the Contractor by the City for each day the contract is extended beyond the completion date. Such damages shall be payable to the City immediately upon notice of a breach of contract completion timelines. Liquidated damages shall not be considered a penalty, but rather a reasonable estimate of the damages that would be suffered by the City in the event of a breach. The City and the contractor shall acknowledge that the actual damages resulting from a breach may be difficult to ascertain and that this provision represents a reasonable estimation of such damages. This provision shall not limit the City's right to pursue any other remedies available under law or equity.

12. LIABILITY INSURANCE

- a. 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 contract, whether such operations be by the Contractor or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. The Contractor shall be required to provide Workers' Compensation (WC)/Employer's Liability (EL) coverage with limits of insurance not less than:

\$500,000 Per Accident
\$500,000 Per Illness, Employee
\$500,000 Per Illness, Aggregate

The Contractor shall be required to provide Umbrella/Excess Liability coverage with limits of insurance not less than:

\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

The 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 (Owned, Hired, & Non-Owned Autos)

The Contractor, The City of Newark (Owner) and all other parties required of the 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 Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance in equal amount to those required of the Contractor.

- c. Contractors shall provide a valid COI regardless of ability to meet federal, state, and local personally identifiable information (PII) encryption requirements and shall present a valid certificate of cyber liability insurance at the levels indicated below. Levels of cyber liability insurance required are based on the number of PII records anticipated to be housed within the solution at any given point in the term of the contract. **If there are no PII records housing requirements for this contract/RFP, no cyber liability insurance shall be required;** if the actual number of PII records housed by the awarded vendor exceed the anticipated number, it is the Contractor's responsibility to ensure that sufficient coverage is obtained (see table below). In the event that the Contractor fails to obtain sufficient coverage, the Contract shall be liable to cover damages up to the required coverage amount.

Number of PII records housed by Contractor	Level of cyber liability insurance required (occurrence = data breach)
1 - 2,500	\$1,000,000 per occurrence
2,501 – 10,000	\$2,000,000 per occurrence
10,001 – 50,000	\$3,000,000 per occurrence
50,001 – 100,000	\$4,000,000 per occurrence
100,001 – 500,000	\$15,000,000 per occurrence
500,001 – 1,000,000	\$30,000,000 per occurrence
1,000,001 +	\$100,000,000 per occurrence

- d. A copy of the Certificate of Insurance must accompany each bid. The Contractor shall ensure that all insurances required remain valid for the entire term of the contract, inclusive of any term extension(s) and retroactive if claim is made afterward. The

Prime Contractor's attention should be directed to other sections of the contract documents in the event additional insurance is required based on the scope of work.

13. APPROVAL

The contractor shall receive approval in writing from the City before ordering any material for work to be done under this contract.

14. STANDARDS AND WARRANTY OF TITLE

No material, supplies, or equipment to be installed as part of the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which any interest therein or in any part thereof is retained by the seller or supplier. The contractor shall warrant good title to all material, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together by him to the City free from any claims, liens or charges. Neither the contractor nor any person, firm or corporation furnishing any material or labor covered by this contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the contractor for their protection or any right under any law permitting such persons to look to funds due the contractor in the hands of the City. The provisions of this paragraph shall be inserted in all the subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

All equipment shall be unused in all component parts and will be the latest current production including all accessories. The specifications will be construed as the minimum required. When the manufacturer's standards exceed these, the standard units will be furnished. All material will be free of defects. Manufacturer's standard warranties shall apply.

15. GUARANTEE

For the duration of the contract, the contractor hereby guarantees all work and final acceptance thereof by the City as follows:

- a. Against all faulty or imperfect materials and against all imperfect, careless, and/or unskilled workmanship.
- b. The contractor agrees to replace with proper workmanship and materials, and to re-execute, correct or repair without cost to the City, any work which may be found to be

improper or imperfect and/or which fails to perform as specified.

- c. The guarantee obligations assumed by the contractor under these contract documents shall not be held or taken to be in any way impaired because of the specifications, indication or approval by or on behalf of the City of any articles, materials, means, combination of things used or to be used in the construction, performance and completion of the work or any part thereof.
- d. No use or acceptance by the City of the work or any part thereof, nor any failure to use the same nor any repairs, adjustments, replacements, or corrections made by the City due to the contractor's failure to comply with any of his obligations under the contract documents, shall impair in any way the guarantee obligations assumed by the contractor under these contract documents.

16. EEO AND LICENSING

The contractor shall be licensed to do business in the State of Delaware and shall be registered as a contractor in the City of Newark and possess all other required licenses. The contractor shall also be a fair and equal opportunity employer.

17. PREFERENCE FOR DELAWARE LABOR

According to State law, any person, company or corporation who violates the requirements of Title 29, Section 6962, of the Delaware Code regarding preference for Delaware Labor shall pay a penalty to the State Secretary of Finance equal to the amount of compensation paid to any person in violation of this Section. This regulation is waived if it is in conflict with Federal requirements.

18. VENDOR REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

If this ITB is funded through the State Revolving Loan Fund, a federal grant, or any other federal funding, the awarded vendor and subcontractors must be registered at www.sam.gov before contract agreements are signed. The awarded vendor and subcontractors must also show proof of SAM registration and good standing through the SAM portal before contract agreements are signed. SAM (System for Award Management) is the primary supplier database for the U.S. Federal Government.

The City of Newark shall not conduct business with vendors that are debarred or otherwise flagged/blacklisted if the project is funded using federal money. If a vendor or subcontractors are determined to be debarred at any point during the term of a contract, this will be seen as grounds for termination of the contract, and potentially grounds for

termination from other contracts held with the City, if any.

19. 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 this contract.

20. EXCEPTIONS & OMISSIONS

Any and all exceptions which are taken to the specifications and terms and conditions outlined herein shall be noted in the space provided on the proposal form. The listing of any exception may be grounds for rejection of a bid.

Further, the bidder recognizes that the City of Newark is not in the business of preparing specifications, and any omissions in this ITB/RFP must be strictly addressed by the firm with the submittal of its proposal.

21. INCREASE AND/OR REDUCTION OF ESTIMATED QUANTITIES

- a. The contractor's attention is directed to the fact that the quantities indicated in this contract are approximate and may be increased or decreased by the engineer. An increase or a reduction in these quantities will in no way alter the unit prices bid by or paid to the contractor.
- b. The City shall also have the right to delete any portion of this contract or to update specific quantities as needed. Regardless of any changes, deletions, or additions authorized by the City, all work done or purchases made under this contract shall be based on the unit prices stipulated by the contractor in his proposal.

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 contract have been met. Progress payments, when requested, will be evaluated and approved for payment based on work completed to date. If applicable, upon written request from the Contractor, payment for material stored on site may be made at 50% of the material's invoice price; full payment will be made after the material is installed. Payment for all services complete or goods received will be made within thirty (30) days of final acceptance by the City.

The City of Newark will not disperse payment to any vendor via paper check. As such, all bidders acknowledge that electronic fund transfer (EFT) payments are acceptable. The successful bidder will be required to submit EFT payment information to the City at the time of contract execution.

23. BASIS OF PAYMENT

Payment for these items shall be included in the unit prices for each item as described in the Proposal. All other items, methods, and materials necessary to complete the work as described above shall be incidental to the bid item the work is being completed under.

24. RELEASE OF LIENS

The Contractor is required to provide documentation stating that all liens filed against the Contractor have been paid before the final 5% retainage is released to the Contractor.

25. ADVERTISEMENT

It is further agreed that any bidder/contractor submitting bids will not use the name of the City in any advertisement without first obtaining the written consent of the City Manager or their designee. All such requests should be submitted in writing to contracts@newark.de.us.

26. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground; the character, quality and quantity of the material which will be required; the character of equipment needed preliminary to and during the prosecution of the work; the general and local conditions; all permit restrictions and conditions; and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the City of Newark, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

27. LIST OF SUBCONTRACTORS' CERTIFICATION

- a. Each bidder shall execute and submit with his bid, on the form provided herein, a list of subcontractors, including complete names and addresses, whose services the bidder intends to use in performing all work under the contract. Bids submitted without such a

list, or with a list not completely or properly executed, are subject to rejection.

- b. Each bidder is required to notify all subcontractors that they are obligated to comply with the provisions of Federal and State law as they pertain to this project, and that they must submit evidence of such compliance upon notice or request. The bidder shall certify his compliance with this requirement on the list of subcontractors.
- c. After the contract has been awarded, the successful bidder shall not substitute another subcontractor for any subcontractor whose name was set forth on the list of subcontractors which accompanied his bid, without the written consent of the City.

28. INDEMNIFICATION

The contractor shall solely be responsible and liable for the accuracy and completeness of all work performed and shall agree to indemnify, defend and hold harmless the City of Newark, its officers, agents and employees, from and against any and all claims, actions, suits and proceedings arising out of, based upon or caused by negligent acts, omissions or errors of or the infringement of any copyright or patent, by the contractor, its officers, agents, employees or subcontractors, in the performance of the contracted agreement.

29. 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 contract. In the event this agreement is terminated, the contractor shall be paid for services satisfactorily rendered up to the termination date.

30. 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.

31. FAMILIARITY WITH PROPOSED WORK

A complete understanding of the conditions as they exist is required by careful personal examination of the work at the site. Each contractor bidding must completely satisfy himself as to the exact nature and existing conditions of the work area. The contractor also shall carefully examine the plans, specifications, and the contract forms for the work

contemplated. Failure to do so will not relieve the successful contractor of his obligation to carry out the provisions of the contract.

The contractor shall not, at any time after the execution of the contract, set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall claim any misunderstanding in regard to the nature, conditions or character of the work to be done under this contract, and shall assume all risks resulting from any change in the conditions which may occur during the progress of the work.

The Contractor is solely responsible to identify, obtain, and pay for all required permits, licenses, and approvals required by any and all State, local, or Federal authorities or governmental agencies to complete the Work.

32. 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 contract, 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.

33. OWNERSHIP OF MATERIAL

All documents prepared and submitted pursuant to this ITB shall be property of the City upon submittal and will be subject to staff and public review and discussion in association with our public bidding and formal proposal process. Any information or documents deemed proprietary shall be so marked at time of submittal and limited to detail where the disclosure of contents could be prejudicial to competing offerors during the process of negotiation, and any commercial or financial information of a privileged or confidential nature.

34. REGULATIONS AND EXCEPTIONS

The application of lead paint as defined in Title 16, Chapter 30M of State Code and Chapter 7 of City Code as part of this contract is prohibited. The contractor will be subject to fines as outlined in State and City Code if it is determined that lead paint was applied in violation of State and City code.

Safety Data Sheet information for all paints applied to internal or external structures shall be provided to the City for review and approval prior to application. The contractor will be required to remove and remediate any lead paint to the satisfaction of the City, at no cost to the City. Prior to commencing removal and remediation efforts, the contractor shall

provide a written remedial action plan which includes health safety protection requirements for both employees and the public for review and approval by the City and/or DNREC/DHSS. Any and all sample results that are generated as a result of improper application of lead paint shall be provided to the City within 5 working days of being received by the contractor. The contractor will also be required to replace all paint removed with non-lead paint to the satisfaction of the City, and at no cost to the City.

Failure to adequately remove, remediate, and replace lead paint applied in violation of State and City Code as outlined herein will be considered a breach of contract.

35. RESTORATION OF DISTURBED AREAS AND CLEAN UP

Upon completion of the work, all related work, such as lawns, curbs, sidewalks, fences, shrubbery, and driveways that have been disturbed shall be restored to their original condition and in accordance with City of Newark Standards and Specifications. The area shall be cleared of all tools, equipment and refuse resulting from the project. The contractor shall, at the end of each day, leave the areas in which he has worked, free of debris and safely secure his material and equipment.

36. DEBRIS COLLECTION AND DISPOSAL

The Contractor is responsible for collection, removal, transport, and lawful disposal of construction debris and or materials.

37. INSPECTION OF MATERIAL AND WORK

- a. Workmanship shall be of good quality and all work and material shall be at all times subject to the inspection of the City of Newark or their duly authorized representatives. The Contractor shall provide reasonable and necessary facilities for such inspection. If required by the City of Newark, the contractor shall take down or uncover portions of the finished work.
- b. The Contractor agrees that in case any of the material or work, or both, shall be rejected as defective or unsuitable by the city, material and the work shall be done again immediately to the satisfaction and approval of the city at the cost and expense of the Contractor.
- c. Any omission or failure on the part of the City of Newark or inspectors to disapprove or reject any defective work or materials shall not be construed to be an acceptance of any defective work or material.

- d. In case the City should not consider the defect of sufficient importance to require the contractor to replace any imperfect work or materials, the City shall have the power to make an equitable deduction from the stipulated price.
- e. Neither the inspection nor supervision of the work, nor the presence or absence of an inspector shall relieve the contractor of any of his obligations under the contract or of making his work conform to the specifications.

38. FORCE MAJEURE OCCURRENCE

Upon the occurrence of a force majeure event, the City of Newark shall immediately notify the awarded vendor. In this instance, the City shall be excused from any further financial or contractual obligations for as long as such circumstances prevail. As used in this document, a “force majeure occurrence” means acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics or pandemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; unusually severe weather; or other unusual event outside of the reasonable control of a party hereto that prevents a party to this Agreement from performing its contractual obligations.

39. SEVERABILITY

If any provision of this contract (general, special, technical, or other) shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

40. BIDDER’S QUALIFICATIONS

No contract will be awarded to any bidder who in the judgment of the City is not a responsible or fit bidder, or is not prepared with all the necessary experience, capital, organization, and equipment to conduct and complete the work for which the bidder proposes on the proposal form.

41. SAFETY REQUIREMENTS

The Contractor shall comply with the requirements and standards of the Occupational Safety and Health Act (OSHA) and all other state and local laws, ordinances, and codes governing all work associated with the executed contract.

42. REFERENCES

Bidders must provide two business references consisting of current or previous (within the last three calendar years) customers where similar services are/were provided.

43. ITEMS TO BE EXECUTED AND SUBMITTED WITH BID

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

The bidder shall submit the following with the bid:

- A. Proposal
- B. Executed Bid Bond or Cashier's Check
- C. Acknowledgement of Addendum(a)
- D. www.sam.gov information
- E. Exceptions or qualifications to the ITB documents
- F. List of subcontractors
- G. References
- H. Non-collusion statement

44. ITEMS TO BE SUBMITTED WITH SIGNED CONTRACT

- A. Performance/surety bond
- B. Vendor forms as required by the City of Newark
- C. Insurance documentation showing required coverages and the City of Newark as the certificate holder

CITY OF NEWARK
Delaware

INVITATION TO BID NO. 24-08

FURNISHING LABOR AND EQUIPMENT
FOR YARD WASTE PROCESSING

TECHNICAL SPECIFICATION

1. SCOPE OF WORK

The scope of work covers the grinding and screening of all residential yard waste collection and City tree trimming and removal operations throughout the year. This may include portions of trees up to 18" in diameter; tree stumps are not included. The material is reasonably free of trash and other debris. The City will typically screen and grind all materials once per calendar year. Screening will typically take place in the summer months and grinding will take place in the winter months. The contract prices will be held for a thirty-six (36) month period from the date of award by the City. The contractor shall provide all labor and equipment necessary to complete the work specified. All work shall comply with City requirements.

2. FURNISHING OF SERVICES – GENERAL REQUIREMENTS

- A. All work shall be authorized by the City on an as needed basis. The actual scheduling of work shall be mutually determined by the City and the contractor.
- B. The contractor will not start any job without written or verbal notice from the City specifying the exact work to be completed.
- C. The contractor is to supply all tools, equipment, protective clothing/safety equipment, etc. necessary to complete any job assignments.
- D. Normal work hours are defined as Monday through Saturday 7 a.m. – 5 p.m.

3. ACCESS TO JOB SITES

It shall be the responsibility of the contractor to obtain permission from the City and/or private property owner if necessary to enter upon or use in any manner property outside the public right of way.

4. BASIS OF PAYMENT

- A. Payment for services shall be made in accordance with the unit prices stipulated in the proposal. If work requires equipment or personnel not listed in the proposal, the unit price for said equipment and labor shall be as negotiated by the City and the contractor prior to beginning work.
- B. A representative of the City will verify the number of hours worked by the contractor on a day-to-day basis. No payment shall be made until the work is accepted by the City.

CITY OF NEWARK

Delaware

INVITATION TO BID NO. 24-08

FURNISHING LABOR AND EQUIPMENT
FOR YARD WASTE PROCESSING

PROPOSAL

To: City of Newark Mayor and City Council

From: _____

We, the undersigned as a lawfully authorized agent for the bidder named herein has carefully examined the Bid Documents to be known as Invitation to Bid No. 24-08 and binds himself on award to the City of Newark by the Mayor and City Council of Newark, Delaware to execute in accordance with such award, a contract of which this Proposal and said General Provision, Specifications, and any Addenda shall be a part, and to furnish the goods as specified F.O.B. destination (Newark, Delaware) in a manner that is in complete accordance with said General Provisions and Specifications at the following named unit price on or before the delivery period stated below:

<u>Machine w/ Operator</u>	<u>Hourly Rate</u>	<u>Weekly Rate</u>
Wheel Loader (Volvo L90 or equivalent, min. 4 cu. yd. bucket)	\$ _____	\$ _____
Horizontal Grinder (Morbark 7600 or equivalent)	\$ _____	\$ _____
Screener (McCloskey 621 w/3/4" screen or equivalent)	\$ _____	\$ _____
Excavator (Case CX2100 or equivalent)	\$ _____	\$ _____
Tri Axle Dump/ Tractor w/ 100 cu. yd. Trailer	\$ _____	\$ _____
Fees for Mobilization and Demobilization (including all permits for moving equipment)	\$ _____	\$ _____

Estimated Cubic Yard per Hour Production For Horizontal Grinder _____

CITY OF NEWARK
Delaware

INVITATION TO BID NO. 24-08

FURNISHING LABOR AND EQUIPMENT FOR YARD WASTE PROCESSING

PROPOSAL (CONT.)

The above labor and equipment costs shall include all overhead and profit margins and shall be kept firm for **thirty-six (36) months** from the date on the award of contract. During the contract period, the contractor shall provide sufficient manpower to complete the work in a safe, efficient manner.

We acknowledge that we are/are not (circle one) registered on www.sam.gov. We also acknowledge that there are no exceptions noted against us as outlined on www.sam.gov.

Our unique entity identifier (UEI), as outlined on www.sam.gov is (write N/A if none): _____

We acknowledge receipt of addendum(a) numbers: _____

Exceptions: _____

Contact Information for Notice of Award/Rejection (If different from below): _____

BIDDER: _____

DATE: _____

SUBMITTED BY:

Legally Authorized Representative Signature

Print Name

Title

Address Line 1

Email Address

Address Line 2

Telephone Number

City, State, ZIP Code

CITY OF NEWARK
Delaware

INVITATION TO BID NO. 24-08

FURNISHING LABOR AND EQUIPMENT FOR YARD WASTE PROCESSING

BOND TO ACCOMPANY PROPOSAL
(Not Required if Certified or Cashier's Check is Used)

KNOW ALL MEN BY THESE PRESENTS THAT _____
of _____ in the County of _____
and State of _____ Principal, and _____
of _____ as surety, legally authorized to do business in the State of
Delaware, are held and firmly bound unto the City of Newark in the sum of _____
Dollars, to be paid to said City of Newark for use and benefit of the Mayor and City Council of Newark, for
which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors,
administrators, and successors, jointly and separately, for and in the whole, firmly by these presents.
Sealed with our seals, dated the day of _____ in the year of our Lord, Two-thousand and twenty-four
(2024).

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the above noted bound principal
_____ who has submitted to said City of Newark, a certain
proposal to enter into a certain contract from Invitation to Bid No. 24-08 (Furnishing Labor and Equipment
for Yard Waste Processing) shall be awarded said Contract, and if said _____
shall well and truly enter into and execute said contract and furnish therewith such surety bond or bonds
as may be required by the terms of said contract and approved by said City of Newark, said notice of
award thereof in accordance with the terms of said proposal, then this obligation to be void, otherwise
shall remain in full force and virtue.

(See next page)

CITY OF NEWARK
Delaware

INVITATION TO BID NO. 24-08

FURNISHING LABOR AND EQUIPMENT
FOR YARD WASTE PROCESSING

BOND TO ACCOMPANY PROPOSAL (CONT.)

SIGNED AND SEALED IN THE PRESENCE OF:

Witness (Print)

Witness (Signature)

SIGNED (#1): _____ (SEAL)
(Signature)

BY (#1): _____ (SEAL)
(Print)

SIGNED (#2): _____ (SEAL)
(Signature)

BY (#2): _____ (SEAL)
(Print)

CITY OF NEWARK
Delaware

INVITATION TO BID NO. 24-08

FURNISHING LABOR AND EQUIPMENT FOR YARD WASTE PROCESSING

NON-COLLUSION STATEMENT

Date: _____

City of Newark, Delaware

This is to certify that the undersigned bidder _____

Has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted to the City of Newark, Delaware on the _____ day of _____, 20____.

BY LEGALLY AUTHORIZED REPRESENTATIVE:

(Signature)

(Print)

Sworn to and subscribed before me on this _____ day of _____, 20____.

NOTARY PUBLIC:

(Signature)

(Print)

My Commission expires:

CITY OF NEWARK
Delaware

INVITATION TO BID NO. 24-08

FURNISHING LABOR AND EQUIPMENT
FOR YARD WASTE PROCESSING

LISTING OF SUBCONTRACTORS

The submitting bidder shall fill in the following listing of all subcontractors they intend to use in the performance of the work outlined herein. No subcontractor shall be substituted for any listed below without the written consent of the City of Newark. The submitting bidder hereby certifies that they have notified all subcontractors that they are obligated to comply with the provisions of this Invitation to Bid, including liability insurance coverage requirements, and all other federal or state laws as they pertain to this project. The submitting bidder shall submit evidence of such compliance upon notice of request.

1. Subcontractor name: _____

Address: _____

Type of work: _____

2. Subcontractor name: _____

Address: _____

Type of work: _____

3. Subcontractor name: _____

Address: _____

Type of work: _____

CITY OF NEWARK
Delaware

INVITATION TO BID NO. 24-08

FURNISHING LABOR AND EQUIPMENT
FOR YARD WASTE PROCESSING

LISTING OF SUBCONTRACTORS (CONT.)

4. Subcontractor name: _____

Address: _____

Type of work: _____

Date: _____ Bidder: _____

Address: _____

Telephone #: _____

Email address: _____

Legally authorized representative: _____
(Signature)

(Print)

CITY OF NEWARK
Delaware

INVITATION TO BID NO. 24-08

FURNISHING LABOR AND EQUIPMENT
FOR YARD WASTE PROCESSING

REFERENCES SHEET

Provide the following information for at least two (2) references who will attest to your company's ability to undertake and complete this type of work. Information denoted here must be clearly printed or typed.

1. Reference name: _____

Address: _____

Telephone #/email: _____

2. Reference name: _____

Address: _____

Telephone #/email: _____

3. Reference name: _____

Address: _____

Telephone #/email: _____