

**TOWN OF NEW DENMARK**

**2017 Bid for Residential Waste & Recycling Collection,  
Transportation and Disposal**

**Requirements and Expectations**

- Weekly collection of residential waste and recycling utilizing an enclosed truck or container for transportation to the designated disposal site.
- The Town is required by contract to utilize the Brown County Waste Facility as its designated disposal site for both Waste and Recycling.
- If Service Provider utilizes another disposal site other than Brown County, the Service Provider will be responsible for any charges levied to the Town by Brown County pursuant to the Town's contract with Brown County.
- Proceeds from recycling material shall be returned to the Town.
- **INSURANCE** Service Provider shall maintain the following minimum insurance requirements during the term of the agreement:

A) Broad form commercial general liability insurance, including contractual liability coverage for all liability assumed by SERVICE PROVIDER under this Agreement and each Transportation Schedule, with minimum limits of liability of not less than One Million Dollars (\$1,000,000 USD) per occurrence for bodily injury and/or property damage.

B) Automobile liability insurance (including owned, non-owned and hired vehicles) with minimum limits of not less than One Million Dollars (\$1,000,000 USD) per occurrence for bodily injury and property damage.

C) Workers compensation insurance in an amount not less than the limits required by the State of Wisconsin, including employer's liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000 USD). If SERVICE PROVIDER is self-insured, a certificate from the State or province in which SERVICE PROVIDER performs transportation and related services must be furnished by such State to the Town of New Denmark.

D) Any insurance coverage required by any governmental body for the type of transportation and related services specified in this Agreement or a Transportation Schedule.

E) All insurance required by this Agreement or Transportation Schedule for services provided in the continental United State must be written by an insurance company having a A.M. Best's rating of "B+" or better and must be authorized to do businesses the State of Wisconsin.

**COMPLIANCE WITH APPLICABLE LAWS-** SERVICE PROVIDER agrees to comply with all applicable provisions of any foreign, international, federal, provincial, state and/or local law, rule and regulation. Without limiting the foregoing, SERVICE PROVIDER shall, at SERVICE PROVIDER’s expense, comply with all laws, statutes, rules and regulations (including obtaining all permits and licenses) which are required for SERVICE PROVIDER to provide the transportation and related services under this agreement.

**SAFETY RATING** – SERVICE PROVIDER shall not any “unsatisfactory” or “conditional” safety rating from the U.S. Department of Transportation.

**FUEL SURCHARGE** - SERVICE PROVIDER shall utilize the following for its fuel surcharge planning. The base rate shall be \$2.40 per gallon. Incremental increases of \$.06 per gallon above this base rate will result in a 1% increase to the unit cost per month. The application of any fuel surcharge will be determined by the National U.S. Average price per gallon base on the Department of Energy (DOE) Energy Information Administration’s (EIA) survey of “Weekly Retail on Highway Diesel Prices” for the first Monday of each month. This price may be obtained by the DOE Fuel Hot Line at 202-586-6966 or via the DOE internet web site at [www.eia.doe.gov](http://www.eia.doe.gov). In the event the first Monday of the month is a federal holiday, the fuel surcharge will be based on the DOE price available on the next business day (Tuesday).

**NON-DISCRIMINATION** – SERVICE PROVIDER agrees not to discriminate against any employee or applicant for employment because of age, race, color, creed, religion, gender, sex national origin or disability, or any other prohibited grounds, and SERVICE PROVIDER shall comply with all the laws, rules, regulations and executive orders pertaining to equal employment opportunities and affirmative action to which SERVICE PROVIDER may be subject.

**TERM** – Term of the contract shall be five (5) years and commence on August 1, 2017. If SERVICE PROVIDER fails to perform its obligation under the agreement in the absence of a force majeure condition, and the SERVICE PROVIDER is notified as such failure to perform and fails to cure within 30 days of notice of failure to perform, then the Town may immediately terminate the agreement.

**Price Format**

Monthly Price per household (approximately 575 current households). The Town would also like to offer the residents the opportunity to upgrade their containers, please price options below.

	Monthly Cost (\$)	Waste Bin Size (Gallons)	Recycle Bin Size (Gallons)
Service Provider Bid (billed to Town )	(i.e.) \$8.75	65	tote
Upgrade Option 1 (billed to resident)	(i.e.) \$1.00		65
Upgrade Option 2 (billed to resident)	(i.e.) \$3.00	95	95