TOWN OF OAK CREEK, COLORADO

REQUEST FOR PROPOSALS

INSTRUCTIONS TO BIDDERS

RESIDENTIAL & TOWN FACILITIES
REFUSE & RECYCLABLES COLLECTION AND DISPOSAL

1. RECEIPT AND OPENING OF PROPOSALS

The Town of Oak Creek, Colorado (the "Town") invites Proposals for residential single- and multi-family units of five (5) units or less and Town Facilities refuse and comingled recyclables collection. Proposals will be received at the office of the Town Clerk of the Town until 12:00 p.m. on Thursday, July 13, 2023 and publicly opened at or about that time.

2. PREPARATION OF THE PROPOSAL

All Proposals must be prepared and signed by the Bidder in the form attached on page 14 of this Request for Proposals. All blank spaces in each Proposal form, together with any appropriate schedules, must be completed in full. The Proposals received will be compared on the basis of unit price bids.

Each Proposal, together with appropriate unit price bid, must be submitted in a sealed envelope bearing on the outside the name of the Bidder, the business name, the physical address and mailing address and plainly marked "Refuse Collection Proposal." If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope, addressed to the Town Administrator/Clerk, Town of Oak Creek, 129 Nancy Crawford Blvd., P.O. Box 128, Oak Creek, Colorado 80467. The Town may consider a Proposal to be irregular if it is not prepared and submitted in accordance with the provisions hereof and may waive informalities or minor irregularities or reject any and/or all Proposals.

Any Proposal may be withdrawn prior to the above-scheduled time for the opening of Proposals or authorized postponement thereof by submitting a written request to the Town Administrator/Clerk. After the time set for opening of Proposals no response may be modified or withdrawn. Withdrawal requests received after the time advertised for the opening of Proposals will be void, regardless of when they were mailed. Bidder may submit the same, a new, or a modified Proposal prior to the due date and time shown above. No Proposal may be withdrawn within sixty (60) days after the actual date of the opening of the Proposals.

Any Proposal received after the time and date specified shall not be considered and, once documented, will be returned to the Bidder.

Proposals containing patently obvious mechanical, clerical or mathematical errors may be withdrawn by the Bidder if clear and convincingly sworn, written evidence is furnished to the Town within 48 hours of the opening of the Proposals excluding Saturday, Sunday and Legal Holidays.

3. EVIDENCE OF INSURANCE

Each Proposal must be accompanied by a certificate of insurance evidencing the coverage set forth in Section 11.00 of the General Specifications.

4. FAILURE TO ENTER INTO CONTRACT

The Contract shall be deemed as having been awarded when the Town has mailed a notice of award.

The Bidder to whom the Contract has been awarded will be required to execute two (2) copies of the Contract on the form attached (or such form as may be mutually agreed upon by the Town and the selected Bidder) and to furnish insurance certificates, all as required. In case of refusal or failure to do so within ten (10) days after their receipt of notice of award, the Bidder will be considered to have abandoned all their rights and interests in the award, and the award may then be made to the next best qualified Bidder or the work readvertised for Proposals as the Town Board may elect.

5. SECURITY FOR PERFORMANCE

The proposal shall be accompanied by a performance bond in a form satisfactory to the Town, or such other security that is satisfactory to the Town, in the Town's sole and exclusive discretion, in an amount equal to sixty (60) days of service, insuring full performance of this Contract by Contractor and reflecting the ability of the Town of Oak Creek to call on such bond if Contractor fails to perform all or any part of the Contract.

6. POWER OF ATTORNEY

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

7. SCOPE OF WORK

The work under the Contract shall consist of the items contained in the Bidder's Proposal, including all incidentals necessary to fully complete said work in accordance with the Contract Documents.

8. CONDITIONS

Each Bidder shall fully acquaint themselves with conditions relating to the scope and restrictions attending the execution of the work under Contract. Bidders shall thoroughly examine and be familiar with the Specifications stated in the Contract Documents. It is also expected that the Bidder will obtain information concerning conditions at locations that may affect their work.

The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document, or to acquaint themselves with conditions existing, shall in no way relieve them of any obligations with respect to their Proposal or to the Contract. The Town shall make all such documents available to the Bidders.

The Bidder shall make their own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions they may encounter or create, without extra cost to the Town.

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out fully in the Contract.

9. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Bidder shall be requested of the Town in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Bidder sent the original Instructions to Bidders. Any verbal statements regarding it by any person, previous to the award, shall be unauthorized and not binding.

Addenda issued to Bidders prior to the date of receipt of Proposals shall become a part of the Contract Documents, and all Proposals shall include the work described in the Addenda.

No inquiry received within seven (7) days of the date fixed for the submission and opening of Proposals will be given consideration.

Any and all such interpretations and supplemental instructions issued will be in the form of written Addenda and shall be provided to all Bidders sent the original Instructions to Bidders at the respective addresses furnished for such purposes not later than five (5) days prior to the date fixed for the opening of Proposals.

10. NAME, ADDRESS AND LEGAL STATUS OF THE BIDDER

The Proposal must be properly signed in ink and the address of the Bidder given. The legal status of the Bidder, whether a corporation, limited liability company, partnership or individual, shall also be stated in the Proposal.

A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate bylaws and shall also list the state in which it is incorporated. A partnership or limited liability company Bidder shall give full names of all partners or members and managers. Partnership, limited liability company, and individual Bidders will be required to state in the Proposal the names of all interested persons.

The place of residence of each Bidder or the office address in the case of a firm or company, with county and state and telephone number and email address, must be given after their signature.

If the Bidder is a joint venture consisting of a combination of any or all of the above entities, each joint venturer shall execute the Proposal.

Anyone signing a Proposal as an agent of another or others must submit with their Proposal, legal evidence of their authority to do so.

11. COMPETENCY OF BIDDER

The opening and reading of the Proposal shall not be construed as an acceptance of the Bidder as a qualified, responsive Bidder. The Town reserves the right to determine the competence and responsiveness of a Bidder from its knowledge of the Bidder's qualifications or from other sources.

The Town shall require submission with the Proposal of certified supporting data regarding the qualifications of the Bidder in order to determine whether they are a qualified, responsive Bidder. The Bidder will be required to furnish any or all of the following information:

(a) An itemized list of the Bidder's equipment available for use on the contract.

(b) A copy of a current certified financial statement of the Bidder (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a recognized firm of independent certified public accountants.

(c) Evidence that the Bidder is in good standing in the State of Colorado, and in the case of an entity organized under the laws of any other state, evidence that the Bidder is licensed to do business in the State of Colorado, or a sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted.

In the event that the Town shall require additional certified supporting data regarding qualifications of the Bidder in order to determine whether they are a qualified, responsible Bidder, the Bidder may be required to furnish any or all of the following information:

(a) Evidence that the Bidder is capable of commencing performance as required in the Contract Documents.

(b) Evidence, in form and substance satisfactory to the Town, that the Bidder has been in existence as a going concern in excess of one (1) year and possesses not less than one (1) year actual operating experience as a going concern in refuse collection and disposal.

(c) Evidence, in form and substance satisfactory to the Town, that the Bidder possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.

(d) Evidence, in form and substance satisfactory to the Town that the Bidder's experience as a going concern in refuse collection and disposal derives from operations of comparable size to that contemplated by the Contract Documents.

(e) Such additional information as will satisfy the Town that the Bidder is adequately prepared to fulfill the Contract.

The Bidder may satisfy any or all of the experience and qualification requirements of this paragraph by submitting the experience and qualifications of its parent organization and subsidiaries of the parent.

12. DISQUALIFICATION OF BIDDERS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Bidder and the rejection of their Proposal.

a) Evidence of collusion among Bidders.
b) Lack of competency as revealed by financial statements, experience or equipment statements as submitted, or other factors.
c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
d) Default on a previous municipal contract for failure to perform.
e) Lack of certified supporting data regarding qualifications of the Bidder in order to determine whether they are a qualified, responsive Bidder.

13. BASIS OF THE PROPOSAL

Proposals with respect to refuse and recyclable collection and disposal are solicited on the basis of a unit rate(s) for each point of collection.

14. QUANTITIES

The Town estimates that the number of residential Units to be initially served under the Contract is approximately 365 full-time customers, 50 senior customers, and an additional 40 customers on a partial year basis. Town facility Units consist of the Public Works Shop, Ice Rink/Hut, Decker Park, Town Hall, Fire Station, Ambulance Garage and Wastewater Treatment Facility. The Town makes no representation as to the reliability of its estimate for such Units. Unit price computations for such Units shall be based upon such estimate.

15. METHOD OF AWARD

The Town reserves the right to not accept any Proposal or to reject any or all Proposals and to waive defects or irregularities in any Proposal. In particular, any alteration of the Contract Documents or of the Proposal shall render the accompanying Proposal irregular and subject to rejection by the Town. The Town intends that the Contract shall be awarded within thirty (30) days following the date that Proposals are publicly opened and read.

GENERAL SPECIFICATIONS

REFUSE AND RECYCLABLE COLLECTION AND DISPOSAL

GENERAL SPECIFICATIONS

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1.00 DEFINITIONS

1.01 Bags - Plastic sacks designed to store Refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of bag and its contents shall not exceed 35 lbs.

1.02 Bulky Waste - Stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than Construction Debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Containers.

1.03 Bundle - Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet (4') in length or 50 lbs. in weight.

1.04 Construction Debris – Non-hazardous waste building materials resulting from construction, remodeling, repair or demolition operations.

1.05 Container – For residential collections, a receptacle with a capacity of greater than twenty (20) gallons, but not more than thirty (30) gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid. The weight of a residential Container and its contents shall not exceed seventy (70) pounds. For Town facilities collections, receptacles include 6-yard containers for the Public Works Shop and Decker Park, a 2-yard container at the Ice Rink/Hut, and residential sized containers at Wastewater Treatment Facility, Town Hall, Fire Station and Ambulance Garage.

1.06 Contract Documents - The Invitation to Bid, Instructions to Bidders, Contractor's Proposal, General Specifications, the Contract Performance Bond, Refuse and Recyclables Collection Contract and any addenda or changes to the foregoing documents agreed to by the Town and the Contractor.

1.07 Contractor - The person, corporation, or partnership performing refuse collection and disposal under contract with the Town.

1.08 Dead Animals - Animals or portions thereof equal to or greater than 10 lbs. in weight, except those slaughtered or killed for human use.

1.09 Disposal Site - A Refuse depository, including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of Refuse and Dead Animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

1.10 Garbage - Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including but not by way of limitation used in tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

1.11 Hazardous Waste - Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State law.

1.12 Plastic Bags - Bags that will not fall apart when wet and will support the weight of their contents.

1.13 Recyclables – Materials such as aluminum, glass, plastics, steel, tin, newspaper, magazines, office paper, junk mail and cardboard that can be reprocessed into new products.

1.14 Refuse - All Garbage and Rubbish generated by a Producer.

1.15 Rubbish - All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing and shoes, combustible waste pulp and other products such as are used for packaging or wrapping crockery and glass, ashes, cinders, floor sweeping, glass, mineral or metallic substances and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animas, Garbage, Hazardous Waste or Stable Matter.

1.16 Stable Matter - All manure and other waste matter normally accumulated in or about a stable or any animal, livestock or poultry enclosure and resulting from the keeping of animals, poultry or livestock.

1.17 Toters - Sixty-four (64) gallon or ninety-six (96) gallon plastic molded refuse container with lid and wheels supplied and maintained by Contractor for use by residents free of charge, and that are mechanically emptied by a dumper attached to the collection vehicle.

1.18 Town - Town of Oak Creek, Colorado

1.19 Town Facilities - The Public Works Shop, Decker Park, Ice Rink/Hut, Wastewater Treatment Facility, Town Hall, Fire Station and Ambulance Garage.

1.20 Unit – A single-family residence, each individual residence located within a multi-family residential building of five (5) units or less, or each of the Town Facilities. Where more than one single-family is occupying a multi-family residence, or where more than one community facility, business or industrial use is located within one building, then in such case, a separate and individual charge shall be made for each such use located therein, unless otherwise exempt by the Town. Refuse service to each residential Unit shall be limited to not more than three (3) thirty (30) gallon Containers or Plastic Bags per week with weight not exceeding seventy (70) pounds per container, or one (1) sixty-four (64) or ninety-six (96) gallon Toter per week and no more than two (2) Plastic Bags. "Unit" includes those trailer or mobile home units located within a mobile home park unless the owner or operator of a mobile home park has elected to classify the entire park operation as a commercial establishment and thereby qualify for exemption from Town collection services and service fees pursuant to an application for exemption that has been submitted to the Town Clerk and approved by the Board of Trustees.

2.00 SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Proposal, including all the supervision, materials, equipment labor and all other items necessary to complete said work in accordance with the Contract Documents.

3.00 TYPE OF COLLECTION

3.01 Service Provided Bidders should provide bids for Options 1 and 2. Option 1 includes collection of Refuse from each unit one (1) time per week and collection of comingled Recyclables from each unit every two (2) weeks. Option 2 includes collection of Refuse from each unit one (1) time per week and collection of comingled Recyclables from participating units every two (2) weeks. Option 2 will allow annual enrollment each October for customers in addition to new customer enrollments throughout the year.

OPTION 1:

a) Contractor shall provide service for the collection of Refuse to each Unit one (1) time per week. Containers, Bags and Bundles shall be placed and readied for pickup by 7:00 AM on the designated day.

b) Contractor may provide for the special collection of Bulky Waste, Construction Debris, Stable Matter, Dead Animals, and Hazardous Waste at its sole discretion and upon such terms as Contractor shall specify.

c) Contractor shall provide service for the collection of comingled Recyclables **to each Unit** every two weeks, e.g. 26 times annually every other week. Materials shall be placed, in containers designated for such, and readied for pickup by 7 AM on the designated day.

OPTION 2:

a) Contractor shall provide service for the collection of Refuse to each Unit one (1) time per week. Containers, Bags and Bundles shall be placed and readied for pickup by 7:00 AM on the designated day.

b) Contractor may provide for the special collection of Bulky Waste, Construction Debris, Stable Matter, Dead Animals, and Hazardous Waste at its sole discretion and upon such terms as Contractor shall specify.

c) Contractor shall provide service for the collection of comingled Recyclables **to each participating Unit** every two weeks, e.g. 26 times annually every other week. Materials shall be placed, in containers designated for such, and readied for pickup by 7 AM on the designated day.

OTHER SERVICES:

Contractor shall provide an adequate number of large containers for Refuse and provide for the collection and disposal of Bulky Waste for the Town's annual June Clean-Up Day. In 2023 three (3) large containers were provided.

3.02 Location of Containers, Bags, Bundles, and Recyclables for Collection. Each Container, Bag, Bundle and containers for Recyclables shall be placed at or in a readily accessible location for collection. "Accessible location" refers to that portion of right-of-way adjacent to paved or traveled Town roadways (including alleys). Containers, Bags, Bundles and containers for Recyclables shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians or without interfering with snow removal operations. When construction work is being performed in the right-of-way, Containers, Bags, Bundles and containers for Recyclables shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Container, Bag, Bundle or container for Recyclables improperly placed; any Refuse not in a Container, Bag or Bundle; or any Recyclables not in an appropriate container.

b) Contractor shall replace containers in a position so that they do not interfere with or endanger the movement of vehicles or pedestrians or interfere with snow removal operations.

4.00 OPERATION

4.01 Hours of Operation. Collection of Refuse shall not start before 7 AM or continue after 8 PM on the same day. Exceptions to collection hours will be permitted only upon the mutual agreement of the Town and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

4.02 Routes of Collection. The Contractor shall establish collection routes. The Contractor may from time to time, submit to the Town for approval, proposed changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon the Town's approval of the proposed changes, the Town shall promptly give written or published notice to the affected Units.

4.03 Holidays. The following shall be holidays for purposes of this Contract:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but such decision in no manner shall relieve Contractor of his obligation to provide collection service at

least once per week. When suspension of collection service on any holiday occurs the collection shall be on the first weekday, e.g. Monday through Friday, following the missed holiday collection.

4.04 Complaints. All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the Refuse or Recyclables not collected within twenty-four (24) hours after the complaint is received.

4.05 Collection Equipment. The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have the name and phone number of the Contractor clearly visible on each side.

4.06 Office. The Contractor shall maintain an office or such other facilities through which they can be contacted within Moffat or Routt County, Colorado. It shall be equipped, at a minimum, with a telephone and answering machine, which shall be in operation from 8:00 AM to 4:30 PM on regular collection days.

4.07 Hauling. All Refuse and Recyclables hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented.

4.08 Disposal. All Refuse and Recyclables collected for disposal by the Contractor shall be hauled to a Disposal Site. The charge for Disposal shall be included in the rate set forth in the Proposal for each Unit by the Contractor.

4.09 Notification. The Town shall notify all residents about complaint procedures, rates, regulations and day(s) for scheduled Refuse and Recyclables collection.

4.10 Point of Contact. All dealings, contacts, etc., between the Contractor and the Town shall be directed by the Contractor to the Town Administrator/Clerk or their designated representative and by the Town to the Contractor's manager or designated representative.

5.00 COMPLIANCE WITH LAWS

Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided however, that the General Specifications shall govern the obligations of the Contractor where there exist conflicting ordinances of the Town on the subject.

6.00 EFFECTIVE DATE

This Contract shall be effective upon its execution with performance of such Contract beginning on November 1, 2023.

7.00 NONDISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, marital status or national origin.

8.00 INDEMNITY

Contractor will indemnify, save harmless and exempt the Town, its officers, agents, servants and employees from and against any and all suits, action, legal proceedings, claims, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees; provided however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the Town, its officers, agents, servants and employees.

9.00 LICENSES

Contractor shall obtain all necessary licenses and permits and shall be responsible for all associated costs.

10.00 TERM

The Contract shall be for a one-year period beginning November 1, 2023 and ending October 31, 2024 or other mutually agreeable term, and shall be considered a non-exclusive contract. The Contract may be renewed for subsequent periods upon the written agreement of both the Contractor and Town. Any multiple-fiscal year term is subject to the provisions of Section 20 of Article X of the Colorado Constitution (also referred to as the "TABOR Amendment") which limits the Town's ability to enter into multiple-fiscal year financial obligations, and any financial obligation of the Town under a multiple-fiscal year term beyond the initial fiscal year will be subject to and conditioned upon the due adoption of a budget by the Town Board of Trustees for the year in which obligation is due for which the said budget provides for or appropriates funds for such obligation.

11.00 INSURANCE

Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workers Compensation, General Liability and property coverage insurance, including contractual liability coverage for the provisions of Section 8.00. The Contractor agrees to furnish, to the Town, certificates of insurance or other evidence satisfactory to the Town, to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder.

For the purpose of the Contract, Contractor shall carry the following types of insurance in at least the limits specified below:

Coverage	Limits of Liability
Workers Compensation	Statutory
Employer's Liability	$500,000 single limit
General Liability	$1,000,000 single limit $2,000,000 aggregate
Comprehensive Automobile Liability	$500,000 single limit

The policies shall include the Town, its officers and its employees, as additional insureds, with the primary, non-contributory, coverage as respects to the Town, its officers and its employees, and shall contain a severability of interests provision.

As an alternative to the above, Contractor may insure the above general liability and property coverage under a plan of self-insurance. Each insurance policy with respect to general liability insurance may provide for self-insured retention of an amount of $250,000, with the result that the Contractor is its own insurer to that extent. The Contractor's parent corporation may provide the coverage.

12.00 BASIS AND METHOD OF PAYMENT

12.01 Rates

a) For Collection and Disposal Services required to be performed under this contract, the charges shall not exceed the rates as fixed by the Contract Documents, as adjusted in accordance with paragraph 12.02.

b) For special collection provided by the Contractor pursuant to Section 3.01 b, the charges are to be negotiated between the Contractor and producer prior to collection. If agreement cannot be reached, the matter may be submitted to the Town for determination of a reasonable fee.

c) The Refuse and Recyclables collection charges provided by Section 12.01 a and b shall include all disposal and related costs.

12.02 Modification to Rates. The Contractor may petition the Town at any time for additional rate adjustments at reasonable times on the basis of extraordinary changes to its actual cost of operations, such as revised laws, ordinances or regulations; changes in location of disposal sites or changes in disposal charges and significant changes in the number of Units. The Town may deny application for an increase in rate if the Contractor does not demonstrate that the increase is a result of unanticipated, extraordinary changes in the original cost, which could not be avoided by the Contractor through any reasonable means.

12.03 Town to Act as Collector. The Town shall submit statements to and collect from all Units for services provided by the Contractor pursuant to Section 12.01 a and c, including those accounts that are delinquent. The Contractor shall submit statements to and collect from all Units for services provided pursuant to Section 12.01 b.

12.04 Delinquent and Closed Accounts. If requested to do so by the Town, the Contractor shall discontinue Refuse and Recyclables collection service at any Unit as set forth in a written notice sent to it by the Town. Upon further notification by the Town, the Contractor shall resume Refuse and Recyclables collection on the next regularly scheduled collection day. The Town shall indemnify and hold Contractor harmless from any claims, suits, damages, liabilities or expense (including but not limited to expenses of investigation and attorneys' fees) resulting from Contractor's discontinuing service at any location at the direction of the Town.

12.05 Contractor Billings to Town. Contractor shall bill the Town for service rendered within ten (10) days following the end of the month and the Town shall pay Contractor within fifteen (15) days after such monthly billing is received. Such billing and payment shall be based on the price rate set forth in the Contract Documents. Contractor shall be entitled to payment for services rendered only if the Town collects from the customer for such services.

13.00 TRANSFERABILITY OF CONTRACT

No assignment of the Contract or any right accruing thereunder shall be made in whole or in part by the Contractor without the express written consent of the Town, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the obligations of this contract and the liability of Contractor.

14.00 NONEXCLUSIVE CONTRACT

Contractor shall have the nonexclusive right and privilege to provide Refuse and Recyclable collection, removal and disposal services within the corporate limits of the Town in accordance with the Town's Municipal Code. Contractor shall at all times have the right to the collection of Dead Animals, Bulky Waste, Construction Debris, Stable Matter and Hazardous Waste from Units in accordance with Section 12.01 b.

15.00 OWNERSHIP

Title to Refuse, Recyclables and Dead Animals shall pass to Contractor when placed in a Contractor's collection vehicle, removed by Contractor from a Container, or removed by Contractor from the customer's premise, whichever last occurs.

CONTRACTOR'S PROPOSAL FOR
REFUSE & RECYCLABLE
COLLECTION & DISPOSAL

Proposal submitted by _____

_____
(an individual) (a limited liability company) (a partnership) (a corporation duly organized under the laws of the State of Colorado).

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Refuse & Recyclable Collection for the Town of Oak Creek, Colorado, does hereby offer to perform such services on behalf of the Town, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rate set forth:

RESIDENTIAL REFUSE AND RECYCLING:

OPTION 1

Rate per residential Unit per month refuse with curbside recycling: $_____

Senior rate per residential Unit per month refuse with curbside recycling: $_____

Enclosed Refuse in excess of three (3) enclosures per week: $_____

Non-compactable Refuse per yard: $_____

Additional Toters per month: $_____

Additional cost per Toter per month for bear proofing Toter: $_____

OPTION 2

Rate per residential Unit per month refuse: $_____

Rate per residential Unit per month optional curbside recycling: $_____

Senior rate per residential Unit per month refuse: $_____

Senior rate per residential Unit per month optional curbside recycling: $_____

Enclosed Refuse in excess of three (3) enclosures per week: $_____

Non-compactable Refuse per yard: $_____

Each additional Toter per month: $_____

Additional cost per Toter per month for bear proofing Toter: $_____

LARGE BULKY ITEMS:

ITEM	AMOUNT PER PIECE
Washer, dryer, stove, similar appliances	$
Sofa	$
Hide-a-bed	$
Lounge chair, love seat	$
Mattress, box spring	$
Water heaters (up to 40 gallon)	$

BIDDER

BY:_____

TITLE: _____

Principal Office Address:

_____

_____

Telephone: _____

Email address: _____