LEGAL NOTICE
REQUEST FOR PROPOSALS

The City of Melissa, Texas (the “City”) is accepting Proposals from qualified firms interested in providing professional Solid Waste Collection and Disposal services for the City of Melissa residential and commercial customers.

For further information concerning this Request for Proposals or to obtain a copy of the Request for Proposals, interested persons may contact the City Manager, Jason Little, at the following e-mail and physical address:

Jason Little, City Manager (jlittle@cityofmelissa.com) City of Melissa, Texas, 3411 Barker Avenue, Melissa, Texas 75454

This Request for Proposals is also available online at: http://www.cityofmelissa.com

All questions must be submitted in writing no later than May 29, 2020 at noon.

Interested firms must submit the Proposal, including the following materials, no later than Monday, June 8, 2020 at 9:00 a.m. to be considered timely and responsive: Three (3) originals and PDF electronic copy of the completed Proposal; Proposers should send or hand-deliver the completed proposal to the following address in a sealed envelope labeled “Statement of Proposals, Solid Waste Collection and Disposal.” All Proposals will be retained by the City and will not be returned. Address the Proposal to: City of Melissa, Texas, Attn: Jason Little, 3411 Barker Avenue, Melissa, TX 75454.

The City is not responsible for Proposals or responses labeled incorrectly or misdirected. By responding to this Request, the Proposer agrees to perform in accordance with the terms and conditions set forth in this document and any resulting contract in the event that the Proposer is selected for contract award.
CITY OF MELISSA
REQUEST FOR PROPOSALS
SOLID WASTE COLLECTION & DISPOSAL

Deadline for Submission: 9:00 a.m., June 8, 2020

Purpose
The City of Melissa is a local governmental entity offering a full array of municipal services. The intent of this request and resulting contract is to obtain the services of a qualified entity to perform complete City-wide solid waste collection and disposal and recyclable materials collection and processing services. If additional information is necessary to clarify the intent of this RFP, please utilize contact below. All questions must be submitted in writing no later than May 29, 2020 at noon.

Jason Little
City Manager
E Mail: jlittle@cityofmelissa.com

All responses must be received by City no later than 9:00 a.m., June 8, 2020 at the following address:

City of Melissa
Attn: Jason Little
3411 Barker Avenue
Melissa, TX 75454

Proposals will be publicly opened and Proposer names will be read aloud in the office of the City Manager, at the address above, five minutes after the specified time for delivery. All Proposals must include the Proposal name on the outside of the envelope/package.

The City reserves the right to reject any and all Proposals and to waive any informality in Proposals received, as deemed to be in the best interest of the City. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City.
SECTION I: INSTRUCTIONS TO PROPOSERS

By execution of this document, the Proposer accepts all general and special conditions as outlined below. These instructions apply to all Proposals and become a part of the terms and conditions of any proposal submitted and any contract entered into subsequent thereto, unless exception is taken in writing by offeror when submitting its Proposal. To the extent that any provision of this Request for Proposals is inconsistent with the requirements of Chapter 252 of the Texas Local Government Code or other law, such inconsistent provision is automatically modified to comply with such law.

1. INTRODUCTION TO MELISSA

Melissa is a fast-growing community in northern Collin County, one of the fastest growing counties in the State of Texas. Melissa has grown from a sleepy town of 1,300 people in the year 2000 to a community of just over 15,000 people. Growth is expected to continue at a 12-15% rate for the foreseeable future. The existing City limit map is attached for reference as Exhibit A.

Currently, all residents are serviced for solid waste collection and recycling on Wednesday of each week. The community is divided into four areas for bulk pickup on the associated Thursday of the assigned week. The City currently has no provision for household hazardous waste pickup. An overview of the existing pickup routing for bulk waste is included as part of this document for informational purposes only as Exhibit B.

The City fully expects the community to be rerouted through this proposal process to continue once a week service to the community, but that there will be multiple days the provider will be in the City.

As part of this proposal, the City will be looking for Proposers to propose competitive pricing, with the associated pickup logistical plans that will be implemented as part of this service including residential pickup schedule/routes, bulk pick up plans, and commitments from the Proposer on how it will integrate into the Melissa community.

2. SCOPE OF WORK

The Contractor which is awarded the Contract at the conclusion of this RFP process (the “Contractor”) shall provide, in a good workmanlike manner, the services called for and described herein which shall consist of all supervision, equipment, labor, and all other items necessary to provide the City with complete solid waste and recycling collection, removal and disposal and to complete said work in accordance with the provisions of the Contract.

The City of Melissa currently has 4,850 residential garbage and 4,850 recycle customers billed and collected by the City. All commercial accounts are billed and collected by the Contractor. There are approximately 200 commercial customers that are serviced with solid waste only. The residential waste is currently collected once a week in a 96-gallon polycart, with once a month brush/bulk collection on an on-call basis. Residential recycle is collected in its own dedicated 65-gallon polycart once a week on the same day as residential waste. The commercial waste is collected as required by the customer. This is
currently an exclusive contract for the solid waste, recycling, and bulk waste pickup. The Contract will continue the exclusivity of the services requested.

3. **PREPARATION OF THE PROPOSAL**

All Proposals must be prepared and signed by the Proposer in the form attached hereto. **THE PROPOSAL MUST BE RETURNED IN ITS ENTIRETY WITH EACH PAGE INITIALED BY THE PROPOSER.** All blank spaces in each Proposal Form together with appropriate schedules must be completed in full in ink or typewritten format.

If a unit price or a lump sum already entered by the Proposer on the Proposal Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, and initialed by the Proposer in ink.

The proposal amount is for a Base Bid only with Alternates. Such price quotes shall be held firm for 90 days. It is the intent of the City to determine the best value cost with regard to the 8% franchise fees ONLY on commercial customers. The City assesses an administrative fee on residential customers and should not be included in the Base Bid.

Three (3) originals and an electronic PDF of the completed Proposal, together with appropriate schedules, must be submitted in a sealed envelope bearing on the outside the name of the Proposer, its address, and plainly marked "Solid Waste." If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. The City may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Proposals.

Any Proposal may be withdrawn prior to the above-scheduled time for the opening of Proposals or authorized postponement thereof.

Any Proposal received after the time and date specified above shall not be considered.

Names of all Proposers submitting Proposals will be read aloud at the City’s regularly scheduled proposal opening for the designated project. However, the reading of a proposal at opening should not be construed as a comment on the responsiveness of such proposal or as any indication that the City accepts such proposal as responsive. The City will make a determination as to the responsiveness of proposals submitted based upon compliance with all applicable laws, City of Melissa Purchasing Guidelines, and project documents, including but not limited to the project specifications and Contract Documents. The City will notify the successful Proposer upon award of the contract and according to state law; all Proposals received will be available for inspection at that time, unless otherwise provided by law.
4. **PROPOSAL SECURITY**

Each Proposal must be accompanied by a bond or a certified check of the Proposer, drawn on a national bank, in an amount equal to Ten Thousand Dollars ($10,000.00), as a guarantee on the part of the Proposer that it will, if called upon to do so, accept and enter into a Contract on such form as is mutually agreed upon by the City and the selected Proposer which addresses all the material provisions of the proposals and response thereto, to perform the work covered by such Proposal and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the City and the selected Proposer have executed the Contract, or, if no Proposer’s Proposal has been selected within ninety (90) days after the date of the opening of the Proposals, upon demand of the Proposer at any time thereafter, so long as he has not been notified of the acceptance of its Proposal.

5. **EVIDENCE OF INSURANCE**

The Contractor will defend, indemnify and save harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney’s fees caused by a willful or negligent act or omission of the Contractor in the performance of the Contract; provided, however, the Contractor's indemnification obligations contained herein shall not apply to, and Contractor shall not be liable for, any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney’s fees caused by a willful or negligent act or omission of the City, any of its agents, employees or subcontractors. City will not be responsible for negligence of Contractor, or any of its agents, employees, or customers.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which are caused by the negligence or willful misconduct of Contractor in the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.
Minimum Limits of Insurance:

<table>
<thead>
<tr>
<th>Type Coverage</th>
<th>Per Occurrence Minimum</th>
<th>Aggregate Minimum</th>
</tr>
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<tbody>
<tr>
<td>Workers Compensation</td>
<td>As required by law and shall cover all employees including drivers.</td>
<td>As required by law.</td>
</tr>
<tr>
<td>Comprehensive &amp; General Public Liability</td>
<td>$1,000,000</td>
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<tr>
<td>Property Damage</td>
<td>$1,000,000</td>
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<tr>
<td>Comprehensive Auto Liability Bodily Injury</td>
<td>$1,000,000</td>
<td></td>
</tr>
<tr>
<td>Comprehensive Auto Liability- Property Damage</td>
<td>$1,000,000</td>
<td></td>
</tr>
<tr>
<td>Excess Umbrella Liability</td>
<td>$1,000,000</td>
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6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT

The Contract shall be deemed as having been awarded when formal notice of award shall have been mailed by the City to the Contractor by certified mail, return receipt requested.

The Contractor to whom the Contract shall have been awarded will be required to execute two (2) copies of the Contract as may mutually be agreed upon by the City and the selected Contractor and to furnish insurance certificates, all as required. In case of its refusal or failure to do so within seven (7) business days after its receipt of formal notice of award, Contractor will be considered to have abandoned all its rights and interests in the award, the Contractor's proposal security may be declared forfeited to the City as liquidated damages and the award may then be made to the next best qualified Contractor or the work re-advertised for Proposals as the City may elect; provided however that the Contractor's Proposal security shall not be deemed forfeited for failure after seven (7) days of receipt of notice of award if (i) the City and the Contractor and in negotiations regarding the terms of the Contract or (ii) the failure to execute the Contract is due to the fault and/or delay of the City. Such forfeited security shall be the remedy of the City.

7. SECURITY FOR FAITHFUL PERFORMANCE

A letter shall accompany the Proposal from a corporate surety satisfactory to the City stating that a Performance Bond will be furnished by it to the person submitting the Proposal in the event it is the successful Proposer. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of its power of attorney attached thereto.

The successful Proposer will be required to furnish a performance bond as security for the
faithful performance of the Contract. Said performance bond must be in an amount equal to $1,000,000 for the duration of Contract.

The Proposer shall pay premium for the bonds described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City with the bond on an annual basis.

The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas.

8. 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.

9. SCOPE OF WORK
The work under the Contract shall consist of the items contained in the Proposal, including all incidentals necessary to fully complete said work in accordance with the Contract Documents.

10. CONDITIONS
Each Proposer shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Proposers shall thoroughly examine and be familiar with the General Specifications.

It is also expected that the Proposer will obtain information concerning the conditions at locations that may affect its work.

The failure or omission of any Proposer to receive or examine any form, instrument, addendum or other document, or to acquaint itself with conditions existing, shall in no way relieve Proposer of any obligations with respect to its Proposal or to the Contract. The City shall make all such documents available to the Proposers.

Except with respect to events or conditions, which are not discoverable, the Proposer shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions he may encounter or create, without extra cost to the City.

The Proposer'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 in full in the Contract. The City agrees to consider revising or amending existing ordinance, if applicable, to comply with the Contract resulting from this RFP. The resulting modifications to existing ordinances shall be submitted by the Contractor upon notice of award and simultaneously with the execution of the Contract. The City shall not pass any ordinances in derogation of the resulting Contract.
11. **ADDENDA AND EXPLANATIONS**

Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Request for Proposal. Proposers shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the proposer to ensure receipt of all addenda and to include the changes in this proposal document.

Explanations desired by a Proposer shall be requested of the City in writing, via certified mail, and if explanations are necessary, a reply shall be made in writing. A copy of any response will be forwarded to each known prospective bidder. Every request for such explanation shall be in writing addressed to Jason Little at the address listed on the cover sheet. Any verbal statements regarding same by any person, previous to the award, shall be non-authoritative and not binding.

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

12. **NAMES, ADDRESS, AND LEGAL STATUS OF THE PROPOSER**

The Proposal must be properly signed in ink and the address of the Proposer given. Please state in the Proposal the legal status of the Proposer, whether corporation, partnership, or individual. A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the State in which it is incorporated. A partnership Proposer shall give full names and addresses of all partners. Partnership and individual Proposers will be required to state in the Proposal the names of all persons interested therein.

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

If the Proposer is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the Proposal.
13. **COMPETENCY OF PROPOSER**

The opening and reading of the Proposal shall not be construed as an acceptance of the Proposer as a qualified, responsible Proposer. The City reserves the right to determine the competence and responsibility of a Proposer from its knowledge of the Proposer's qualifications and from other sources.

The City will require submission with the Proposal of certified supporting data regarding the qualifications of the Proposer in order to determine whether the entity is a qualified, responsible Proposer. The Proposer will be required to furnish the following information sworn to under oath by Proposer:

(a) An itemized list of the Proposer's equipment available for use on the Contract. A copy of the latest available audited financial statements of the Proposer (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a nationally recognized firm of independent certified public accountants.

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

(c) Evidence, in form and substance satisfactory to the City, that Proposer has been in existence as a going concern for in excess of five (5) years and possesses not less than five (5) years actual operating experience as a going concern in refuse collection and disposal, and recyclables collection and processing.

14. **QUALIFICATIONS OF PROPOSER**

In the event that the City shall require additional certified supporting data regarding the qualifications of the Proposer in order to determine whether the entity is a qualified, responsible Proposer, the Proposer may be required to furnish any or all of the following information sworn to under oath by Proposer:

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

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

(c) Evidence, in form and substance satisfactory to the City, that Proposer's experience as a going concern in recycling collection and processing derives from operations of comparable size to that contemplated by the Contract Documents.
(d) Such additional information as will satisfy the City that the Proposer is adequately prepared to fulfill the Contract.

The Proposer may satisfy any or all of the experience and qualifications requirements of this Section by submitting the experience and qualifications of its Parent Corporation and subsidiaries of the parent.

15. **DISQUALIFICATION OF PROPOSERS**

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 Proposer and the rejection of its Proposal:

(a) Evidence of collusion among Proposers.

(b) Lack of competency as availed by financial statements, experience or equipment statements as submitted or any other factors.

(c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.

(d) Default on a previous City contract for failure to perform.

16. **BASIS OF THE PROPOSAL**

Proposals with respect to solid waste collection and disposal and recyclable materials collection and processing are solicited on the basis of rates for each type of collection work and for each residential and commercial unit per month. Proposals will be compared on the basis of the summation of the rates proposed in addition to the responses solicited as part of this Proposal.

17. **QUANTITIES**

The current quantities for the number of residential, commercial, and industrial units are strictly estimates. It is the responsibility of the Proposer to survey the City for use in preparing the Proposal. The Proposer may wish to utilize its own or other estimates and to provide for growth or shrinkage factors.

18. **METHOD OF AWARD**

The City intends to award the Contract to the bidder who provides the services at the “best value” for the City. To determine the best value for the City, the City may consider the following:

(1) The service methodology proposed by bidder, including but not limited to, transition plan (if applicable), days of service and associated routes, bulk pickup logistics, new customer setup, community service partnerships proposed;

(2) the price for the services requested;

(3) the reputation of the bidder and of the bidder's goods or services;

(4) the quality of the bidder's goods or services;
(5) the extent to which the goods or services meet the municipality's needs;
(6) the bidder's past relationship with the municipality;
(7) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
(8) the total long-term cost to the municipality to acquire the bidder's goods or services;
(9) any relevant criteria specifically listed in the request for bids or proposals; and
(10) the bidders' prior performance under similar contracts will be considered.

The City reserves the right to accept any Proposal or to reject any or all Proposals, and to waive defects or irregularities in any Proposal. In particular, any alteration, erasure or interlineations of the Contract Documents and of the Proposal shall render the accompanying Proposal irregular and subject to (but not requiring) rejection by the City.

The City intends the Contract be awarded within sixty (60) days following the date Proposals are publicly opened and read.

19. COMPLIANCE WITH LAWS
Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all laws, federal, state, and local. It is agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from and correct such violation.

20. DISCRIMINATION PROHIBITED
Contractor, in the execution, performance, or attempted performance of this service, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. The Contractor must be an equal opportunity employer.

21. TERM
The term of service shall be five (5) years, with two five (5) year renewal options pending agreement of both parties. Should either the City or Contractor elect not to extend the Contract for an additional extension, notice must be given, by certified mail (return receipt requested) to the other party in writing not less than 180 days prior to the expiration of the Contract. The contract shall commence on October 1, 2020. In the event no notice of non-renewal is sent by either party, the Contract shall automatically renew under the same terms and conditions.

22. REMUNERATION
Proposer shall quote a rate for service per household per month. The City shall bill the Residential Units and shall pay the Contractor on a monthly basis; such remittance to be received by Contractor by the 15th of the month following the month service was rendered. Contractor shall be entitled to payment for all services rendered.
Proposer shall quote rates for commercial and industrial services in compliance with the rates set forth in the franchise. Contractor shall bill commercial and industrial customers directly.

Base rate adjustments will be considered by the City no more than once per year during the life of the contract. The change in the Consumer Price Index, All Urban Consumers, Garbage and Trash Collection Services, CUSR0000SEHG02, during each 12-month period (from October to October of each year) shall be used to adjust the Base Rate. The change, if approved, will occur October 1 and the City must be given 90 day notice.

In addition, the rates may, at the sole discretion of the City, which shall not be unreasonably withheld, be adjusted annually by written agreement between the City and Contractor in the event of regulatory changes in Contractor’s cost of doing business, such as revised laws, ordinances, taxes, fees, or regulations. Contractor shall provide the City documents and records in sufficient detail to reasonably establish the necessity of any such requested rate adjustment(s) at the time of the request.

All above-mentioned rate adjustment procedures are agreed to and understood to apply to any and all services provided to all customers. All such rate adjustments may not be less than 1% and may not exceed 5% for any given year.

23. ASSIGNMENT
Neither the Contract nor any of the rights, interests or obligations thereunder shall be assigned by any of the parties (whether by operation of law or otherwise) without the prior written consent of the other party, which consent may be withheld by such party in its sole discretion, and any such assignment or attempted assignment without such prior written consent shall be void, of no force or effect and shall constitute a material default by such party.

24. AUDIT
The City reserves the right to audit the records and performance of successful proposer during the term of the contract and for three (3) years thereafter; provided, however, nothing shall entitle the City to the Contractor’s confidential and proprietary information including, but not limited to, its profit and loss statements.

25. SUCCESSFUL PROPOSER SHALL
Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in the Contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property to the extent caused by any negligent act or omission of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award; provided, however, the successful proposer’s indemnification obligations contained herein shall not apply to, and successful proposer
shall not be liable for, any and all suits, actions or other claims of any character, name and
description brought for or on account of any injuries, including death, or damages received
or sustained by any person, persons, or property caused by the negligence or willful
misconduct of the City, its officers, agents and employees. Successful proposer shall pay
any judgment with cost which may be obtained against the City and participating entities
growing out of such injury or damages.

26. **TERMINATION FOR DEFAULT**
Each party reserves the right to enforce the performance of the Contract in any manner
prescribed by law or deemed to be in the best interest of such party in the event of breach
or default of the Contract. Each party reserves the right to terminate the contract
immediately in the event the other party fails to: (1) meet delivery schedules; or (2)
otherwise perform in accordance with these specifications after receiving written notice of
its default and failing to cure such default within 30 days of receipt of such notice. Breach
of contract or Default by the Contractor authorizes the City to, among other things, award
to another proposer, purchase elsewhere.

27. **REMEDIES**
The successful Proposer and the City agree that each party to the Contract has all rights,
duties, and remedies available pursuant to state law and any other available remedy,
whether in law or equity.

28. **VENUE**
The Contract will be governed and construed according to the laws of the State of Texas.
The Contract is performable in Collin County, Texas.

29. **NO PROHIBITED INTEREST**
The Proposer acknowledges and represents they are aware of the laws and City Charter
regarding conflicts of interest. The City Charter states in part that "No officer, whether
elected or appointed, or any employee, whether full or part time, of the City shall have a
substantial financial interest, direct or indirect, in any contract with the City; or have a
substantial financial interest, direct or indirect in the sale to the City of any land, materials,
supplies or services....."

30. **FORCE MAJEURE**
If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in
part to carry out its obligations under the Contract, then such party shall give notice and full
 particulars of such Force Majeure in writing to the other party within a reasonable time
after occurrence of the event or cause relied upon, and the obligation of the party giving
such notice, so far as it is affected by such Force Majeure, shall be suspended during the
continuance of the inability then claimed, except as hereinafter provided, but for no longer
period, and such party shall endeavor to remove or overcome such inability with all
reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of
God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any
tkind of government of the United States or the State of Texas or any civil or military
authority, insurrections, riots, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that Force Majeure does not include epidemics or pandemics, including but not limited to COVID-19. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

31. DISCLOSURE OF CERTAIN RELATIONSHIPS
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person’s affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the City Secretary of the City of Melissa not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.
SECTION II: GENERAL SPECIFICATIONS

1.00. DEFINITIONS

1.1 Bin (Commercial/Industrial): Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.

1.2 Brush: Plants or grass clippings, leaves or tree trimmings.

1.3 Bulky Wastes: Stoves, refrigerators which have CFC’s removed by a certified technician, water tanks, washing machines, furniture, loose brush greater than four (4) inches in diameter that cannot be bundled in four (4) foot lengths and weights more than 50 lbs., 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.

1.4 Bundle: Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length, six (6) inches in diameter, or 50 lbs. in weight. Total amount of “bundled” material set out for collection shall not exceed two (2) cubic yards (6’ x 3’ x3’).

1.5 City: The City of MELISSA.

1.6 Commercial and Industrial Refuse: All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.

1.7 Commercial and Industrial Unit: All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the City, not a Residential Unit.

1.8 Commercial Hand Collect Unit: A retail or light commercial type of business, which generates no more than one (1) cubic yard of refuse per week.

1.9 Commodity: Material that can be sold in a spot or future market for processing and use or reuse.

1.10 Commodity Buyer: A buyer or processor selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.
1.11 **Construction Debris**: Waste building materials resulting from construction, remodeling, repair, or demolition operations.

1.12 **Contract Documents**: The Request for Proposals, Instruction to Contractors, Contractor’s Proposal, General Specifications, the Contract Performance Bond, and any addenda or changes to the foregoing document agreed to by the City and Contractor, and Contract signed by Contractor and City.

1.13 **Contractor**: Such private firm designated by the City for the collection, transportation, and/or disposal of the solid waste and recyclable materials collection and processing.

1.14 **Customer**: An occupant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates Refuse.

1.15 **Dead animals**: Animals or portions thereof equal to or greater than ten (10) pounds in weight than have expired from any cause except those slaughtered or killed for human use.

1.16 **Disposal site**: See Landfill (Sanitary).

1.17 **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 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.

1.18 **Hazardous Waste**: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated hereunder or applicable state law concerning the regulation of hazardous or toxic wastes.

1.19 **Landfill (Sanitary)**: (Contractor to fill in blank) is a Texas Class I landfill or any other alternate, duly permitted sanitary landfill as selected by Contractor. This landfill or any other alternate chosen by Contractor should be approved for use by the City of Melissa.
1.20 **Premises:** All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.

1.21 **Polycart:** A rubber-wheeled receptacle with a maximum capacity of 90 - 95 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs. Polycarts will be provided to each Residential Unit and Commercial Hand Collect unit, with ownership retained by Contractor.

1.22 **Recyclable Materials:** Material that has been recovered or diverted from the nonhazardous waste stream for the purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. These materials are collected by the Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, newsprint, magazines, plastic (PET and HDPE) bottles, glass containers, aluminum cans and metal (tin) cans.

1.23 **Refuse:** Residential Garbage and Bulky Waste, Recyclable Materials, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.

1.24 **Residential Garbage:** All Garbage and Rubbish generated by a Customer at a Residential Unit.

1.25 **Residential Unit:** A dwelling within the corporate limits of the City occupied by a person or group of people comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

1.26 **Rubbish:** Non-putrescible solid waste (excluding ashes), consisting of both combustible and non-combustible waste materials; combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; noncombustible rubbish
includes glass, crockery, tin cans, aluminum cans, metal furniture, and the like materials which will not burn at ordinary incinerator temperatures (1600 degrees Fahrenheit to 1800 degrees Fahrenheit).

1.27 **Senior Citizen**: A Melissa resident over the age of 65 who is responsible for utility charges. Currently, the estimated number of Senior Citizen household is approximately 250.

1.28 **Special Waste**: Waste, from a non-residential source, meeting any of the following descriptions: (A) A containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) A waste transported in bulk tanker, (C) A liquid waste, (D) A sludge waste, (E) A waste from an industrial process, (F) A waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical.

1.29 **Solid Waste**: All non-hazardous (as defined by CERCLA and other applicable laws) and non-special (See Special Waste definition) solid waste material including unwanted or discarded waste material in a solid or semi solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.

1.30 **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.

1.31 **Unusual accumulated**: (a) For residences, each regular collection more-than six (6) containers of garbage, or the equivalent; (b) for commercial establishments accumulations that would not occur in the ordinary course of business; (c) large, heavy, or bulky objects such as furniture or appliances; and (d) materials judged by the Sanitarian to be hazardous such as oil, acid, or caustic materials.

**2.00 TYPES OF COLLECTION**

2.1 **Residential Collection**: At the premises of residential accounts held by the City and served by the Contractor, collection of Solid Waste and Recyclable Materials will occur once per week in accordance with route pick up plan developed by Contractor and approved by the City in Contractor provided separate polycarts. Further, Contractor shall provide City a copy of maps indicating the routes used in the collection of waste from all residential customers. The City has the right to reject and request
modification of routes, and updates on routes of Contractor.

2.2 **Commercial and Industrial Accounts:** Contractor shall collect and remove solid waste from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste. If collection is from a container, that container should be located on a concrete pad to accommodate equipment. The City shall be the sole determinant of acceptable dumpster pads, locations, and screening.

2.3 **Brush/Bulk Wastes Collection:** In addition, the Contractor shall provide a special collection service for brush/bulky wastes and/or bundles one (1) time a month to all residential customers who call the contractor and schedule said pick up, unless otherwise specified. Contractor agrees to collect such large objects and quantities of waste as described in definitions for Brush, Bulky Waste, and Bundles.

2.4 **Unusual Accumulations Collection:** The Contractor may charge for the collection of unusual accumulations, as provided in the contract.

3.00. **COLLECTION OPERATION**

3.1 **Hours of Operation:** Collection operations shall not begin prior to 7:00 a.m. or continue after 7:00 p.m. without the consent of the City Manager. No collection shall be made on Sunday.

3.2 **Hours of Disposal:** Contractor shall dispose of waste within the operating hours of disposal site.

3.3 **Routes of Collection:** Collection routes shall be established by the Contractor as approved by the City. The City shall be provided route collection maps and container locations.

3.4 **Holidays:** The following shall be holidays for purposes of the Contract:

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

Contractor may decide to observe any or all of the above-mentioned
holidays by suspension or collection service on the holiday, but the Contractor must meet its obligation as required. **NOTE: Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be the next business day following the holiday. By December 1 of every contract year, Contractor shall develop a pickup schedule for all routes within the City that will be distributed to residents to let them know when they will have regular service interruptions due to Holidays. Such calendar will set the pickup dates for each route when impacted by Holidays.**

3.5 **Complaints:** At a minimum, customer complaint procedure shall provide that the customer complaint shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. The Contractor shall be responsible for maintaining a log of complaints, and provide the City on a weekly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any missed pickups of residential refuse will be collected the same business day if notification to the Contractor is provided by 2:00 p.m. but not later than 12:00 p.m. the next business day if notification is provided after 2:00 p.m.

3.6 **Collection-Equipment:** Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from accounts serviced by Contractor in accordance with the Contract. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City nor while in route to the disposal site, where such accumulation shall be dumped.

Due to street size variations in the City, the Contractor will need to provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor’s name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program. The City may inspect Contractors vehicles at any time to insure compliance of equipment with Contract, or require
equipment replacement schedule to be submitted to City. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

3.7 **Disposal:** The Contractor shall deliver solid waste collected to a Licensed Sanitary landfill operated in compliance with rules stipulated by the TCEQ and/or the USEPA.

3.8 **Spillage:** The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the City so that proper notice can be given to the customer at the premises to properly contain refuse. The Contractor shall pick up commercial refuse spillage or excess refuse after the customer reloads the container. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, City shall require the commercial customer and Contractor to increase the frequency of collection of the commercial customers refuse or require the customer to utilize a commercial container with a larger capacity, and the Contractor shall be compensated for such additional services.

3.9 **Vicious Animals:** Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but the Contractor shall immediately notify the City, in writing, of such condition and of its inability to make collection.

3.10 **Hazardous Waste:** Contractor shall not be obligated to pick up hazardous waste, including refrigeration appliances that have not had CFC’s removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency.

3.11 **Protection from Scattering:** Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely
to be scattered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.

4.00  LICENSE AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City and the State.

5.00  INDEMNITY

The Contractor will defend, indemnify and save harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees caused by a willful or negligent act or omission of the Contractor in the performance of the Contract; provided, however, Contractor's indemnification obligations contained herein shall not apply to and Contractor shall not be liable for, any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees caused by a willful or negligent act or omission of the City, its officers and employees. City will not be responsible for negligence of Contractor, or any of its agents, employees, or customers.

6.00  OWNERSHIP

Title to Refuse and Dead Animals and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Bin or Container, or removed by Contractor from the customer's premises, whichever last occurs. Title to and liability for any hazardous waste shall remain with the generator of such waste.

7.00  COMMERCIAL BILLING

The Contractor will provide billing to and collection from all commercial accounts. The Contractor agrees to pay to City a street usage fee of 8% of gross receipt for commercial billing, as agreed upon between the City and Contractor, on or before the last day of each month. Such fee will be based on the gross amount billed and collected for all services rendered to commercial customers only during the preceding month excluding any sales taxes.

8.00  BOOKS AND RECORDS

The City and Contractor agree to maintain at their respective places of business
adequate books and records relating to the performance of their respective duties under the provisions of the Contract and such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party’s expense, upon reasonable advance notice.

9.00 NOTICES

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the City, at: 3411 Barker Avenue
Melissa, TX 75454
ATTN: City Manager

If to the Contractor at: ______________________________

______________________________

ATTN: ______________________________
(TITLE)

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

10.00 SEVERABILITY

In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

11.00 PUBLIC EDUCATION

The Contractor shall provide public education materials to place on the City’s website. Information shall also be given to customers to educate them on items such as collection dates and proper disposal of hazardous materials and recyclable materials.

12.00 EXISTING RATES
The City currently charges the existing rates for Residential Solid Waste and Recycling Collection. These rates do not include the administrative fee assessed by the City on residential customers. The Contractor will bill Commercial and Industrial Customers directly.

- Residential Solid Waste Collection (1 x week): $8.50
  - Additional polycart/unit: $5.00
- Senior Citizen Residential Solid Waste Collection (1 x week): $7.75
- Curbside recycling collection (1x week): $2.10

13.00 CITY REQUIREMENTS

The City shall receive the services below free of charge. As the City grows in population and utility customers, the Contractor shall provide free of charge additional services for future constructed City facilities as needed.

b.1 – City Hall (8 yd container pick-up once a week and necessary recycle poly carts)
b.2 – Melissa Fire Station (6 yd container pick-up once per week)
b.3 – Melissa Public Works Facility (2 poly cart pick-up once per week and one 30 yd roll off container to be serviced as requested by City up to twelve (12) times per year)
b.4 – 100 Acre Athletic Complex (service level varies based on activity)
b.5 – Special Events (30 poly carts per event plus and/or 30 yard roll off for Melissa Christmas Tree disposal, community events)
b.6 Community Cleanup Event(s): Supply manpower and supplies for up to two (2) community waste cleanup events with Household Hazardous Waste disposal services, free of charge to City residents.
SECTION III: PROPOSAL PROCEDURES AND REQUIREMENTS

QUALIFICATIONS
Proposals are not considered from a company or vendor if the company is in bankruptcy or in receiver’s hands at the time of tendering a Proposal or at the time of entering into the Contract.

GENERAL
(A) The Proposer will not be allowed to take advantage of any errors or omissions. The City reserves the right to: waive informalities in any Proposal; to reject any or all Proposals or portions of Proposals; to accept any Proposal or portions of Proposals deemed to be in the best interest of the City; and to negotiate or refuse to negotiate with any Proposer.

(B) Should there be any questions concerning these specifications, or the intent of these specifications, the prospective Proposer shall apply in writing to the City for such information.

(C) These regulations, specifications, and invitation for Proposals are deemed to be incorporated in the Contract Documents.

(D) No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

(E) Ethics: The Proposer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Melissa.

(F) A responsive Proposal shall substantially conform to, or exceed, the minimum requirements of this Request for Proposal. Offers containing any clause that would limit contracting authority shall be considered non-responsive. Example of Proposals that would limit contracting authority is one made contingent upon award of other offers currently under consideration.

(G) Duty to Facilitate Compliance with Public Information Act:
   (a) The obligations in this provision apply if the contract or bid (1) has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by the City; or (2) results in the expenditure of at least $1 million in public funds for the purchase of goods or services by the City in a fiscal year of the Melissa City Council.

   (b) If the contract or bid is described in subsection (a) above, Contractor shall comply with the following obligations, which are set forth in Subchapter J, Chapter 552, Texas Government Code:

      (1) reserve all contracting information related to the contract or bid as provided by the records retention requirements applicable to the City for the duration of the contract or bid;

      (2) promptly provide to the City any contracting information related to the contract or bid that is in the custody or possession of the contractor or bidder on request of The City; and
(3) on completion of the contract or bid, either: (1) provide at no cost to the City all contracting information related to the contract or bid that is in the custody or possession of contractor or bidder; or (2) preserve the contracting information related to the contract or bid as provided by the records retention requirements applicable to the City.

(c) As used in this provision, the term “contracting information” shall have the same meaning as that term is defined in Section 552.003, Texas Government Code.

(d) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract or bid and the Contractor agrees that the contract can be terminated if the contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

(H) Certificate of Interested Parties (Form 1295) – In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission’s website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

Within ten days of being notified of award of a contract by the City, the successful vendor (business entity) must use the Texas Ethics Commission’s web application, https://www.ethics.state.tx.us/File/, to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be provided to the City (within 10 days of being notified of award of a contract). The City is required to notify the commission, using the commission’s filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

REIMBURSEMENT
There is no express or implied obligation for the City to reimburse responding Proposers for any expenses incurred in preparing a response to this Request for Proposals. The City will not reimburse responding Proposers for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentations, or to procure a contract for these services.

COMMUNICATIONS
The City shall not be responsible for any verbal communications between any employee of the City and any potential Proposer. Only written requirements and Proposals will be considered.

NEGOTIATIONS
Negotiations may be conducted with responsible Proposers who submit Proposals and are reasonably susceptible of being selected. Firms will be ranked in order of preference; and contract negotiations, including pricing submitted as a part of their Proposals, will begin with the top ranked Proposer. Should negotiations with the highest ranked Proposer fail to yield a contract, or, if the Proposer is unable to execute said contract, negotiations will be formally ended and then commence with the second highest ranked Proposer. This process will continue until a contract is authorized.

PROTESTS
All protests regarding the Proposal solicitation process must be submitted in writing to the City within five (5) business days following the opening of Proposals. This includes all protests relating to advertising of Proposal notices, deadlines, Proposal opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. This limitation does not include protests relating to staff recommendations as to award of this Proposal. Protests relating to staff recommendations may be directed to the City Manager within five (5) business days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council. The protest must include, at a minimum, the name of the protester, bid/proposal number or description of goods or services, and a statement of the grounds for the protest. The City Manager, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.
SECTION IV:
PROPOSER’S PROPOSAL FOR
SOLID WASTE COLLECTION AND DISPOSAL

The residential and commercial proposal amounts are for Base Bids only with Alternates. It is the intent of the Proposals to determine the lowest possible cost without regard to franchise fees and/or billing fees. All franchise fee and/or billing fee will be determined by the City and added to the base bid provided by Proposer. One rate will be then established for the Customer, which includes the Base Bid, Franchise Fee and/or Billing Fee. The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection and Disposal for the City of Melissa, does hereby offer to perform such services on behalf of the City, 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 rates hereinafter set forth:

RESIDENTIAL RATE SCHEDULE

BASE BID: 95 gallon waste and 65 gallon recycle poly cart containers

A. Once a Week Collection for Solid Waste/Recycling with Brush/Bulk Wastes Collection one (1) time a month

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate $</th>
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<tbody>
<tr>
<td>Residential Rate</td>
<td></td>
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<tr>
<td>Senior Citizen Solid Waste Residential Rate</td>
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<tr>
<td>Additional Cart</td>
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<tr>
<td>Residential Recycling Rate</td>
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</table>

COMMERCIAL / INDUSTRIAL RATE SCHEDULE

BASE BID
Commercial / Industrial Hand Collection, per 90 - 95 Gallon Polycart*

Automated Collection Cost:

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<tbody>
<tr>
<td>Once Per Week</td>
<td>$ ________</td>
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<tr>
<td>Two Carts Once Per Week</td>
<td>$ ________</td>
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</tbody>
</table>
### Front Load Containers Rates

<table>
<thead>
<tr>
<th>Size/Pickup</th>
<th>1xWeek</th>
<th>2xWeek</th>
<th>3xWeek</th>
<th>4xWeek</th>
<th>5xWeek</th>
<th>6xWeek</th>
<th>Extra</th>
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</table>

### ROLL OFF CONTAINERS:

<table>
<thead>
<tr>
<th>Size</th>
<th>Rental $</th>
<th>Per Haul $</th>
<th>Disposal Per Ton $</th>
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<tbody>
<tr>
<td>20 Cubic Yard</td>
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<td>30 Cubic Yard</td>
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<td>40 Cubic Yard</td>
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<tr>
<td>Delivery and Exchange</td>
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<tr>
<td>Daily Container Rental</td>
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</table>
ALTERNATE BID (B): 95 gallon waste and 65 gallon recycle poly cart containers

Contractor will fund, organize, and staff two (2) community cleanup events annually with Household Hazardous Waste (HHW) disposal services

A. Once a Week Collection for Solid Waste/Recycling with Brush/Bulk Wastes Collection one (1) time a month with HHW events

<table>
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<tr>
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COMMERCIAL / INDUSTRIAL RATE SCHEDULE – Alternate Bid with Household Hazardous Waste Events

Commercial / Industrial Hand Collection, per 90 - 95 Gallon Polycart*

Automated Collection Cost:

Once Per Week $ ___________

Two Carts Once Per Week $ ___________

Front Load Containers Rates

<table>
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<th>Size/Pickup</th>
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</tbody>
</table>
ROLL OFF CONTAINERS:

<table>
<thead>
<tr>
<th>Size</th>
<th>Rental $</th>
<th>Per Haul $</th>
<th>Disposal Per Ton $</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 Cubic Yard</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30 Cubic Yard</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40 Cubic Yard</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delivery and Exchange</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daily Container Rental</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Additional Information Must Be Submitted with Proposal:

1. Please provide a routing map that would be implemented as part of your proposal.

2. Please detail the bulk pickup process and proposed schedule as part of your proposal.

3. Please detail efforts and programs that would be implemented as part of your proposal to integrate your company into the Melissa community.

4. Describe your proposed Household Hazardous Waste Collection program.

5. Provide transition plan, if applicable.

6. Please provide necessary ordinance revisions if the City were to accept your proposal.
THIS REQUEST FOR PROPOSAL IS SUBMITTED TO THE CITY OF MELISSA FOR SOLID WASTE COLLECTION AND DISPOSAL, AND RECYCLABLE MATERIALS COLLECTION & PROCESSING BY:

FIRM NAME: 

ADDRESS: 

TELEPHONE: ZIP 

AUTHORIZED SIGNATURE

PLEASE PRINT OR TYPE AUTHORIZED SIGNATURE

TITLE 

DATE 

LEGAL STATUS OF CORPORATION:

____ INDIVIDUAL; ____ PARTNERSHIP; ____ CORPORATION

____ JOINT VENTURE
CERTIFIED STATEMENT

I, ___________________________, authorized representative for ___________________________ hereby certify that the following supporting data, as outlined in the City of Melissa’s Request for Proposal on Solid Waste, Section 12: COMPETENCY OF PROPOSER, Section (a) through (d) is true and complete and shall be used in determining whether our company is a qualified, responsible vendor.

____________________________
Print Name

____________________________
Signature

____________________________
Company Name

State of Texas)  
County of ____________

Before me, __________________________, the undersigned authority, on this date personally appeared ____________________________, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration therein expressed.

Given under my hand and seal this ________ day of ___________, 20 ___.

____________________________
Notary Public, State of Texas