

December 1, 2025

Request for Proposal No. 2025-04

Addendum #1

Please note the following changes made for clarification to this Request for Proposal. **This addendum must be listed as Addendum #1 on the ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA/AMENDMENTS** of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

QUESTIONS:

1. How many compactors are owned by the current provider and what size?
 - a. **Response:** The City has one 30 cubic yard compactor at the City's recycling center. The City is not billing for any other compactors. There are approximately five to ten compactors. It is not known who owns the compactors and receiver boxes. If the compactor is not customer-owned, compactor rental or purchase pricing will be negotiated between the customer and the contractor.
2. How many current permanent FEL containers are currently in service by size?
 - a. **Response:** The City provided the following FEL dumpster sizes and quantities. There are approximately 241 commercial customers utilizing carts.

Dumpster Size	Quantity
2-yard	21
3-yard	28
4-yard	70
6-yard	54
8-yard	86
10-yard	25
TOTAL	284

3. How many permanent roll-off containers are there in the city and what sizes are these roll-off containers?

- a. **Response:** The City has one 40 cubic yard open-top roll-off at the Public Works yard. The City is not billing for any additional open-top roll-offs and is only aware of the one open-top roll-off. There may be other open-top roll-offs currently and in the future.
4. Are services currently provided in alleys?
 - a. **Response:** The only service currently provided in alleys is in the downtown area, where the service is primarily provided by front-end loaders. In the future, new residential areas may be serviced via alleys. Alleys will be approximately 24 feet wide to allow access for collection vehicles. Reference RFP Section 3.3.3.
5. Are temporary and permanent roll-off services exclusive services for this contract?
 - a. **Response:** Yes, temporary and permanent roll-off services are exclusive services for this contract, except for self-haul construction contractors. Reference RFP Section 6.19 and Contract Sections 6.2 and 9.0.
6. Should pricing be provided without franchise fees?
 - a. **Response:** Yes, pricing should be provided without franchise fees. Reference Form 3.
7. Is there an existing franchise fee and how much is it?
 - a. **Response:** There is an existing franchise fee, which is 8 percent of gross revenues. Reference RFP Section 4.18 and Contract Section 47.0.
8. If the initial contract term is 5 or 7 years, will there be renewals?
 - a. **Response:** Yes, the initial contract term is 5 or 7 years with renewal terms for up to 10 years total. Reference Form 4, RFP Section 1.3, and Contract Section 7.0.
9. Is a staging area for carts required to be located in the City or at the vendor's location?
 - a. **Response:** No, there is not a requirement for a staging area within the City limits. During the term of the contract, the cart maintenance and storage facility may be located at the contractor's facility. For the initial cart distribution, the preference is for the staging area to be located in the City or reasonably close by. Reference Contract Section 22.5.
10. Does the City have an available location for the cart staging area?

- a. **Response:** Yes. There is a gated area with road base behind the City's airport location. There is no cover from the elements.
11. If carts are owned by the contractor, will they be required to have a City logo?
- a. **Response:** It is not required for the contractor-owned carts to have the City logo. Contract Section 22.9 states, "Carts shall have an appearance as specified by the City..." and describes the cart appearance requirements.
12. Does the City want pricing for the vendor to provide the carts and purchase on behalf of the City?
- a. **Response:** Yes, refer to RFP Sections 6.20 and 7.10.15 and Contract 22.0 for details.
13. How is the sludge handled at the wastewater plants? It is not listed in the RFP.
- a. **Response:** Wastewater sludge is not a part of this RFP and Contract. Sludge is handled through a different contract.
14. With a change in contractor, is the City's preference for residents to retain their current service days, or is the City open to route adjustments that would improve operational efficiency?
- a. **Response:** Please see RFP Section 7.10.7.
15. Does the City prefer that yard waste be collected as trash and taken to the landfill, or would the City be interested in having brush collected separately for composting? Alternatively, is the City's primary interest in selecting the least expensive option?
- a. **Response:** Please see RFP Section 7.10.3.
16. Would the City be interested in receiving pricing for site services for its events (e.g., portable toilets, wash stations, fencing, power, etc.)? If so, could we obtain a list of events, including their scopes and any anticipated site service needs?
- a. **Response:** Please see RFP Section 3.6, 6.22, and Form 3H for the requested pricing. There are approximately 15 events annually.
17. Does this RFP apply only to residents within current City limits, or does it also include residents outside the City limits but within the ETJ who are serviced and billed by the City?

- a. **Response:** The RFP applies to residents within the ETJ who are serviced and billed by the City for solid waste services. Currently, there are fewer than 20 potential ETJ customers.

18. To accurately assess total operational costs, could the City provide a detailed breakdown of the number, sizes, and service frequencies of front-load containers in use, along with any compactors?

- a. **Response:** Please see the responses to questions #2 and #3 on this addendum.

19. For clarification on page 59 of the Table of Contents, there are two sections labeled “8.” Could you also please confirm what should be included in Section 11 – Financial Capacity?

- a. **Response:** Please refer to RFP Section 7.11 for Financial Capacity requirements.

20. The RFP states that the contractor, and not the City, will be responsible for enforcing its exclusivity. However, City ordinances can only be enforced by the City. Will the City assist in enforcement of violations of City ordinances relating to this contract?

- a. **Response:** Please refer to RFP Section 4.18 and Contract Section 6.2 for information regarding exclusivity.

21. RFP 3.4.4 describes a \$15 rate for every 5 miles from the landfill for roll-off service; however, Pricing Table Form 3E.4 only requests pricing for container rental, delivery, fee per collection, and disposal per ton. Could you confirm that we should propose all-inclusive rates for the fee per collection and that the mileage-based fee will not apply in addition to these charges?

- a. **Response:** Please use the revised forms at the end of this addendum and enter all-inclusive rates for each line item.

22. RFP 3.6 states that the City hosts approximately 15 events or projects per year that require trash and recycling services. To accurately assess costs, can the City provide a general historical scope of work for these events?

- a. **Response:** The City may request the services listed on Form 3H to support events.

23. RFP 6.1 – Regarding the contractor’s ability to request annual cost adjustments, subject to City approval, are there any examples of the City denying a contractor’s cost adjustment request?

- a. **Response:** Please refer to RFP Section 6.1 and Contract Section 29.0 for the cost adjustment process. The City is not aware of specific examples of why Council may not approve a cost increase. The intent is for the Council to approve requests consistent with the contract terms.
24. Could you provide clarification on the collection program? The RFP and Form 3C reference 4 cubic yards “monthly” and “by appointment,” which is clear. However, I am unclear about the biannual and quarterly fees for bi-weekly collection, as noted in Form 3C (note #2).
- a. **Response:** The note should read “Biannual and quarterly fee per Residential Service Unit for biannual and quarterly Curbside Collection...”.
25. RFP Form 3C provides a single blank to propose a rate for tires. Typically, tire disposal/recycling fees vary based on size. Are we permitted to propose multiple tiered rates to ensure that smaller tires are not charged the same as larger ones, or should we submit a single rate that covers all tire sizes?
- a. **Response:** Please provide a single rate for tires.
26. RFP Form 3E.2 requests pricing for 8 cubic yard front-load compactors. For safety reasons, it is uncommon to offer compactors of this size. Could you clarify whether any 8 cubic yard compactors are currently in use by customers in Lockhart?
- a. **Response:** Please state no bid if not bidding on a service line. To the City’s knowledge, there are not eight cubic yard front-load compactors in service.
27. RFP Forms 3E.4, 3F.2, and 3F.4 – Some commercial customers own their compactors and only rent the receiver box, while others rent both the compactor and the receiver box. Additionally, some units are self-contained. Would it be acceptable to include two separate columns for rental pricing—one for the compactor and one for the receiver box?
- a. **Response:** Please utilize the updated form provided at the end of this addendum. Compactor rental or purchase pricing will be negotiated between the customer and the contractor.
28. RFP 6.32 indicates that next-day service should be completed by 8:00 a.m., while Draft Agreement 25.0 states completion by 5:00 p.m. Could you clarify the City’s preferred expectation for next-day service?
- a. **Response:** Missed collection should be completed the next day by 8:00 AM.

29. Draft Contract 14.0 specifies hours of operation from 7:00 a.m. to 6:00 p.m. For safety, accessibility, and efficiency, most front-load commercial service is typically conducted outside of these hours, and many roll-off customers are also serviced beyond this window. Are all commercial customers currently serviced strictly within the 7:00 a.m. – 6:00 p.m. timeframe? Would the City consider allowing alternative service hours where services can be performed more safely and efficiently (therefore at a lower cost) when it won't result in disturbance?

a. **Response:** The Contract will be adjusted to allow for commercial service to start earlier than 7:00 a.m. where services can be performed more safely and efficiently and will not result in disturbance. The Contractor will have the opportunity to request customers to be serviced prior to 7:00 am. The City will consider and approve or deny requests. Requests will not be unreasonably denied.

30. Regarding franchise fees, the RFP states that an 8% franchise fee will be remitted by the contractor based on gross receipts (Sections 4.16 and 6.36). However, Form 3 instructs bidders to exclude franchise fees from their rates.

Under the billing structure where the contractor bills the City and the City bills the customers, will the City:

- a) Deduct the franchise fee from the gross amount invoiced by the contractor to the City,
- b) Require the contractor to remit 8% of its gross receipts from the City's payment of invoices, or
- c) Charge a retail rate (mark-up) to customers and pay the contractor the full amount invoiced?

a. **Response:** Please refer to RFP Section 4.16 and Contract Section 47.0, which describe the billing process.

31. If (a) or (b) above, can the contractor pass through the franchise fee as a separate line item on its invoices to the City?

a. **Response:** Please refer to RFP Section 4.16 and Contract Section 47.0, which describe the billing process.

32. The RFP indicates that commercial customers will be billed by the City, but Section 47.0 in the proposed contract states that "The Contractor shall invoice commercial customers based on the number, size, and collection frequency..." Please clarify if commercial customers are contractor- or city-billed.

- a. **Response:** The contractor will invoice the City and the City will invoice the commercial accounts. However, compactor accounts are billed directly by the contractor.
33. Can the contractor require commercial customers to sign a terms sheet specifying site access dimensions/requirements, acceptable waste materials, proper use and care of contractor equipment, etc.?
- a. **Response:** No, the contractor cannot require a customer to sign a terms sheet. City Code Section 48-42(e) outlines the City's collection requirements.
34. Section 21.5 of the proposed contract states that the contractor's onboard data systems must be "compatible with the City's data management system." Could the City provide detailed information and specifications about its current data management system and which onboard systems it currently interfaces with and which onboard data system interfaces with the current contractor?
- a. **Response:** At a minimum, the data management system should be able to export to Microsoft Excel and export photos of missed collections or other collection issues.
35. Will the contractor be responsible for cart maintenance, repair, and replacement if the City purchases carts directly from the manufacturer?
- a. **Response:** Yes. Please see Contract Section 22.0.
36. The RFP states that the City will have read-only access to onboard data systems (6.35). Our current systems and licensed software do not permit third-party access, but we can provide dashboard access to real-time communication on these data points. Is this sufficient to satisfy 6.35?
- a. **Response:** Dashboard access to onboard data systems is sufficient.
37. Is permanent and temporary roll-off included in the exclusivity? Or is temporary roll-off open market?
- a. **Response:** Yes, temporary and permanent roll-off services are exclusive services for this contract, except for self-haul construction contractors. Reference RFP Section 6.19 and Contract Sections 6.2 and 9.0.
38. Paragraph 44.3 appears to contain a typo, selecting Collin County as the exclusive venue for disputes. Could the City confirm the correct venue?

a. **Response:** Caldwell County is the exclusive venue for disputes.

39. Clarify: Section 1/ Letter of Intent 7.5 (D) states to list subs to be utilized in letter? In Form 1 it asks to list them. Omit from letter and list on Form 1?

a. **Response:** Please include in both sections.

40. 6.5 City's Responsibilities: A. Paying invoices in a timely manner. What are the terms?

a. **Response:** Please see RFP Section 6.36 and Contract Section 47.0.

41. Please clarify: 6.32 Missed Collection. "...return to the property...no later than 8:00 AM" VS Draft Agreement 25.0 it states "...5:00 PM.."

a. **Response:** Missed collection should be completed the next day by 8:00 AM.

42. Does the Exclusive Franchise include the City's ETJ?

a. **Response:** The RFP applies to residents within the ETJ who are serviced and billed by the City for solid waste services. Currently, there are fewer than 20 potential ETJ customers.

43. In Draft Agreement, Section 24 (i) it declares as an Unaccepted Set-Out for Recycling that which contains more than 30% of unacceptable materials. Unless the contents are emptied, it will be difficult to determine especially with a ASL where the driver stays in the truck. Even with a Rear Load truck, the driver cannot determine the percentage by opening the lid. On most cases it is difficult using automated collection. How will that be handled.

a. **Response:** The Contractor will need to develop a system to determine if there is an Unaccepted Set-Out.

44. In the Draft Agreement, Section 29.2 – Annual Cost Adjustment Index, it is indicated as using the Urban Consumer "Trash and Trash Collection" index. Did you mean "Garbage and Trash?"

a. **Response:** It should be the Urban Consumer Garbage and Trash Collection index.

45. 6.1 it states that cost adjustments are on a request basis and must be approved by council, what would be some examples of why a cost increase may not be approved by council?

- a. **Response:** Please refer to RFP Section 6.1 and Contract Section 29.0 for the cost adjustment process. The City is not aware of specific examples of why Council may not approve a cost increase.

46. In the Draft Agreement, Section 30.2- Personnel Standards, 30.2 (ii) it states “..employees shall wear complete uniforms and safety vest, shirt, or jacket at all times.” Would it be proper to say” ..while on business duty?”

- a. **Response:** Yes, the intent is while on business duty.

47. In the Proposal Format Table 7-1 there is an extra “Section 8- Financial Capacity” Omit the first listed?

- a. **Response:** Yes, please only provide once. To clarify the Proposal Format Table 7-1, please follow this format:

Table 7-1: Proposal Format

Proposal Section	Content
Section 1	Letter of Intent
Section 2	Company History and Ownership
Section 3	Statement of Organization
Section 4	Company Experience
Section 5	Proof of Satisfaction of Preferred Minimum Requirements
Section 6	Method of Approach
Section 7	Financial Statements
Section 8	Required Planning Documents
Section 9	Key Personnel
Section 10	Contractor’s Representative
Section 11	Financial Disclosure and Auditing
Section 12	Litigation, Regulatory Actions, and Payment of Liquidated Damages History
Section 13	Compliance Records
Section 14	Financial Proposal
Section 15	All Other Forms

48. For Commercial services, can there be made an allowance for earlier service times?

- a. **Response:** See response to Question 29.

49. If 32 gal cart is not included, will that mean a disqualification? It is very difficult to service 95, 65, and 32 gal without some recalibration of the arms to pick up all three sizes on route with an ASL.

a. **Response:** No, that does not mean disqualification. Please write no bid for items not being bid upon.

50. Sludge is not mentioned in the RFP- please confirm there is a separate agreement and pricing for that service.

a. **Response:** See response to Question 13.

51. Regarding the Bulk program, Form 3C, are the Monthly, Biannual, or Quarterly options on a fixed schedule or on call?

a. **Response:** Monthly, Biannual, and Quarterly are on a fixed schedule.

52. Please confirm the contract starts June 1, 2026, and the first price increase will be on October 1, 2027

a. **Response:** Correct.

53. Section 6.20 - if the Contractor purchases the carts on behalf of the City, it states the Contractor shall recover the cost of the Cart Purchase through a monthly fee equal the cost of the carts paid out over three years - is there a place to provide that cost on the forms?

a. **Response:** Yes, provide the cost on Form 3G.

54. Since financial is 40% of the scoring - how will that portion be evaluated? Is it more weighted on the residential rate or more on the commercial rates or overall contract spend combining all rates? How will you evaluate how many homes will use the different size containers and how many would use the different bulk options? Since there are multiple options for each service, will there be multiple scoring matrices for the financial evaluation and which one would get priority?

a. **Response:** The scoring will be based on the total estimated annual costs for primary services that will be provided. The City will make assumptions about how many homes will use the different-sized containers and how many will use the various bulk options. Regarding the bulk options, the City will evaluate the financial costs of each option.

55. Could you provide the primary option for residential service the City is desiring the most? Example, 1x per week Trash Collection, Universal Recycling 1x week, Monthly Bulk (without scheduling)?

a. **Response:** Please provide pricing for options being bid upon for the City's review. The City is considering multiple options.

56. Please confirm that the Conflict of Interest form goes in Section 18 of the submittal packet and that form is available from the Texas Ethics Commission. Does a signed copy of Form 1295 go into Section 18 or under Other Forms?

a. **Response:** Please refer to RFP Sections 4.23 and 4.24 for instructions. The Conflict of Interest form is filed directly with the City. There is a link to the form. Form 1295 is filed electronically.

57. Could you provide more clarity on the Commercial Roll Off line of business? Is both permanent and temporary roll off service included as an exclusive franchise opportunity or just permanent?

a. **Response:** Yes, temporary and permanent roll-off services are exclusive services for this contract, except for self-haul construction contractors. Reference RFP Section 6.19 and Contract Sections 6.2 and 9.0.

58. Is there a possibility to get an idea of how many permanent /temporary roll off hauls are serviced per month/year?

a. **Response:** Please see the response to question #3.

59. It would be helpful to understand how many compactors are currently being serviced in the City. This is important due to the preparation time involved to locate and install compactors at commercial facilities.

a. **Response:** There are approximately five to ten compactor accounts.

60. Draft contract section 47.0 Customer Billing: States: "The City shall be responsible for all billing of Residential Service Units and Commercial Customers Directly under agreement." The next line states: "The Contractor shall invoice Residential Service Units or Commercial Customers Directly."

a. Does the contractor invoice the City directly for all lines of business and then the City invoices the customer with the exception of additional bulk/brush service, which would be billed to the residential customer directly from the contractor? Could you clarify who invoices:

- i. Residential Customers?
 - ii. Commercial Cart Collection Customers?
 - iii. Commercial Front Load Customers?
 - iv. Commercial Roll Off Perm Customers?
 - v. Commercial Roll Off Temp Customers?
- b. **Response:** The Contractor invoices the City for all residential and commercial customers and services except for commercial compactor service. Then, the City invoices residential and commercial customers.

Form 3E: Commercial Trash Collection Service

This form is provided for Proposers to enter unit prices for Commercial Trash Collection as further described in RFP Section 6.19. All prices include Collection and exclude franchise fees. All prices include Disposal. All prices for Cart-based services exclude Cart purchase and include Cart set-up, storage, delivery, exchange, and maintenance costs in accordance with RFP Section 6.31. See additional details in the footnotes for each form, if applicable. All pricing shall include Collection, Processing, and Disposal and exclude franchise fees.

Form 3E.1: Commercial Trash Cart Collection Service

Service	Proposed Fee	Unit
1. One (1) Commercial Trash Cart collected one time per week	\$	Per Month
2. Additional Commercial Trash Carts collected one time per week	\$	Per Additional Cart per Month
3. Cart Replacement Fee	\$	One-time Fee per Replacement Cart
4. Additional Yard, Brush, and Bulky Waste Collection	\$	One-time Fee per Cubic Yard

Form 3E.2: Commercial Trash Collection Service, Front Load

Container Type	Monthly Cost per Container					
	Collection per Week					
	1	2	3	4	5	6
2 CY	\$	\$	\$	\$	\$	\$
3 CY	\$	\$	\$	\$	\$	\$
4 CY	\$	\$	\$	\$	\$	\$
6 CY	\$	\$	\$	\$	\$	\$
8 CY	\$	\$	\$	\$	\$	\$
10 CY	\$	\$	\$	\$	\$	\$
2 CY Compactor	\$	\$	\$	\$	\$	\$
4 CY Compactor	\$	\$	\$	\$	\$	\$
6 CY Compactor	\$	\$	\$	\$	\$	\$
8 CY Compactor	\$	\$	\$	\$	\$	\$

Form 3E.3: Unscheduled Commercial Front Load Trash Collection

Container Type	Fee per Unscheduled Collection
2 CY	\$
3 CY	\$
4 CY	\$
6 CY	\$
8 CY	\$
10 CY	\$
2 CY Compactor	\$
4 CY Compactor	\$
6 CY Compactor	\$
8 CY Compactor	\$

Form 3E.4: Commercial Trash Roll Off Service

Roll Off Type and Size	Container Rental Fee (per Month)	Initial Delivery Fee (One -time)	Fee per Collection (Drop & Hook)	Fee per Collection (Self-Contained)	Disposal Fee (per Ton)
20 CY Uncompacted	\$	\$	\$	\$	\$
30 CY Uncompacted	\$	\$	\$	\$	\$
40 CY Uncompacted	\$	\$	\$	\$	\$
15 CY Compacted	\$	\$	\$	\$	\$
20 CY Compacted	\$	\$	\$	\$	\$
30 CY Compacted	\$	\$	\$	\$	\$
35 CY Compacted	\$	\$	\$	\$	\$
40 CY Compacted	\$	\$	\$	\$	\$
42 CY Compacted	\$	\$	\$	\$	\$

Form 3F: Commercial Recycling Collection Services

This form is provided for Proposers to enter unit prices for Commercial Recycling Collection as further described in RFP Section 6.19. All prices include Collection and exclude franchise fees. All prices include Processing of Program Recyclable Materials at a facility provided by the Contractor. All prices for Cart-based services exclude Cart purchase and include Cart set-up, storage, delivery, exchange, and maintenance costs in accordance with RFP Section 6.31. See additional details in the footnotes for each form, if applicable. All pricing shall include Collection, Processing, and Disposal and exclude franchise fees.

Form 3F.1: Commercial Recycling Cart Collection Service

Service	Proposed Fee	Unit
1. One (1) Commercial Recycling Cart collected one time per week	\$	Per Month
2. Additional Commercial Recycling Carts collected one time per week	\$	Per Additional Cart per Month
3. Cart Replacement Fee	\$	One-time Fee per Replacement Cart

Form 3F.2: Commercial Recycling Collection Service, Front Load

Container Type	Monthly Cost per Container					
	Collection per Week					
	1	2	3	4	5	6
2 CY	\$	\$	\$	\$	\$	\$
3 CY	\$	\$	\$	\$	\$	\$
4 CY	\$	\$	\$	\$	\$	\$
6 CY	\$	\$	\$	\$	\$	\$
8 CY	\$	\$	\$	\$	\$	\$
10 CY	\$	\$	\$	\$	\$	\$
2 CY Compactor	\$	\$	\$	\$	\$	\$
4 CY Compactor	\$	\$	\$	\$	\$	\$
6 CY Compactor	\$	\$	\$	\$	\$	\$
8 CY Compactor	\$	\$	\$	\$	\$	\$

Form 3F.3: Unscheduled Commercial Front Load Recycling Collection

Container Type	Fee per Additional Collection
2 CY	\$
3 CY	\$
4 CY	\$
6 CY	\$
8 CY	\$
10 CY	\$
2 CY Compactor	\$
4 CY Compactor	\$
6 CY Compactor	\$
8 CY Compactor	\$

Form 3F.4: Commercial Recycling Roll Off Service

Roll Off Type and Size	Container Rental Fee (per Month)	Initial Delivery Fee (One-time)	Fee per Collection (Drop & Hook)	Fee per Collection (Self-Contained)	Processing Fee (per Ton)
20 CY Uncompacted	\$	\$	\$	\$	\$
30 CY Uncompacted	\$	\$	\$	\$	\$
40 CY Uncompacted	\$	\$	\$	\$	\$
15 CY Compacted	\$	\$	\$	\$	\$
20 CY Compacted	\$	\$	\$	\$	\$
30 CY Compacted	\$	\$	\$	\$	\$
35 CY Compacted	\$	\$	\$	\$	\$
40 CY Compacted	\$	\$	\$	\$	\$
42 CY Compacted	\$	\$	\$	\$	\$