

CITY OF HELOTES REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

Addendum 1 – January 24, 2022



Proposal Deadline: FEBRUARY 4, 2022

AMENDMENTS TO SOLID WASTE AND RECYCLING RFP

Monday, January 24, 2022

Addendum #1 being issued to modify, supplement or replace information contained the original RFP. The red text on the additional pages reflects these changes and must be used for bid submission. Unless specifically listed in Addendum #1, all other terms of the original RFP shall remain effective.

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A. Residential Service :

- **Solid Waste Services:** Twice per week collection of solid waste via carts plus three (3) bagged solid waste and/or bundled brush (up to three (3) bags not to exceed 35 lbs. each or bundles of brush/limbs no greater than four (4) feet.); **depending on Alternate plan proposed will determine if bundles of brush/limbs will be part of weekly service.**

- **Program Recyclable Materials Services:** Once per week collection of program recyclable materials contained in or adjacent to carts;

- **Program Household Hazardous Waste and Electronics Services:** At least once a year collection of program household hazardous waste and electronics at a specific site provided by the City.

Add-alternates for residential bulk trash and brush collection services are as follows:

Alternate #1: Once per month bulk trash and brush collection (maximum of 6 compacted cubic yards per brush collection and 6 cubic yards per bulk trash collection), with items collected within 48-hours of being placed out. The City has a strong preference for proposals that elect to respond to Alternate #1 to complete the bulk trash and brush collection on the same day that regular service is provided to a property. For example, if residential collection is typically made on Tuesday, then the monthly bulk and brush collection should also be made on a Tuesday in that month.

Alternate #2: Six times per year (maximum of 12 compacted cubic yards per brush collection and 12 cubic yards per bulk trash collection), on-call bulk trash and brush collection service, with residents being allotted a maximum of six bulk trash and brush collections per year, available “on-demand” and scheduled at the request of a resident. Collections must be made within 48-hours of being placed out.

Alternate #3: Twice a year at different dates and times coordinated between the City and the Contractor. Maximum of thirty (30) cubic yards of **compacted brush per collection or non-compacted bulk trash per collection (22 feet long, 7.5 feet wide and 6 feet high).**

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1.47. Program Household Hazardous Waste and Electronics Services: Program Household Hazardous Waste and Electronics Services shall mean the **annual** Collection and Processing of Program Household Hazardous Waste and Electronics.

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2. GRANT OF EXCLUSIVE FRANCHISE: Contractor is hereby granted for the term of this Agreement, as defined in Section 3 unless sooner terminated, the exclusive right and privilege and sole obligation within the corporate limits of the City to operate and conduct business for the following: a) Collection and Disposal of Acceptable Solid Waste for Residential Service Units; b) Collection and Processing of Program Recyclable Materials for Residential Service Units; c) Collection and Disposal of Solid Waste for Commercial Service Units. ~~except for roll-off services;~~ d) Collection and Processing of Program Recyclable Materials for Commercial Service Units; and e) Roll -off Services.

Contractor is hereby granted for the term of this Agreement, as defined in Section 3 unless sooner terminated, a nonexclusive right and privilege within the corporate limits of the City to conduct business for the following: a) Collection and Processing of Program Household Hazardous Waste and Electronics for Residential Service Units; and b) collection and disposal of Special Waste.

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4.4. Program Household Hazardous Waste and Electronics Collection: **Annually** each contract year the Contractor, in coordination with the City, shall conduct a one-day Program Household Hazardous Waste and Electronics Collection event developed by Contractor and approved by Contract Administrator. Contractor will be responsible for obtaining all permits and regulatory approvals.

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ADDITION – 6.4 The Contractor shall be responsible for ensuring, at all times, compliance with all activities and responsibilities assigned to and required of the City's solid waste collection and disposal franchisee within Annex K Public Works & Engineering of the City's Emergency Management Plan.

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24. RECYCLABLE MATERIALS REVENUES, BILLING FEE, AND FRANCHISE FEE:

24.1 Recyclable Materials Revenues: Contractor shall retain all revenues from the sale of Recyclable Materials.

24.2 Franchise Fee: The City shall be entitled to receive a six percent (6%) franchise fee (the "Franchise Fee") for all services rendered by Contractor hereunder including Residential Services, Commercial Services, and Roll-off Services. Contractor shall pay the City the Franchise Fee based on gross **collections** for services provided via the Agreement within the City within thirty (30) calendar days after the last day of the month Contractor provided such services. The franchise rights do not include Special Waste.

25. BILLING:

25.1 Contractor shall bill Customers in accordance with the Agreement and then current Schedule of Rates, as reflected in Exhibit 1. Contractor shall not bill Customers for any fees other than those specifically authorized in this Agreement. The Contractor shall be responsible for all billing and collection matters and shall pay to the City six percent (6%) of its gross **collections** thereof as a gross receipts franchise fee. The Contractor shall collect and remit all sales tax in accordance with applicable State Law.

25.2 Annexation. If during the term of the Contract, the boundaries of the City are expanded, Contractor shall extend service to residential units within the expanded area at the earliest practicable time, and shall provide such services in accordance with the terms of this Contract.