

CITY OF CRESSON, TEXAS

**REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR SOLID WASTE
COLLECTION & DISPOSAL**

ADDENDUM NO. 1

Issued: August 24, 2026

Proposal Due Date: September 10, 2026, at 12:00 P.M.

This Addendum No. 1 is issued to clarify and modify certain provisions of the City of Cresson's Request for Competitive Sealed Proposals for Solid Waste Collection & Disposal ("RFP"). This Addendum is incorporated into and made part of the RFP and Contract Documents. In the event of a conflict between this Addendum and the RFP, this Addendum shall control.

The proposal deadline remains unchanged.

1. Residential Account Count

For purposes of preparing proposals, the City is using an estimated 445 residential service addresses, with approximately 610 carts currently in service.

Of the approximately 445 residential service addresses, approximately 120 addresses are located outside the City's corporate limits. Those customers are not subject to the City's exclusive franchise and may choose whether to obtain service from the selected Contractor. The City does not guarantee that any or all of those approximately 120 outside-City addresses will elect to receive service from the selected Contractor.

Proposers should use approximately 445 residential addresses for purposes of understanding the current service area, but no minimum number of residential accounts is guaranteed. Any outside-City residential account that elects to receive service from the selected Contractor shall be offered service at the same residential rate applicable to residential accounts within the City.

2. Commercial Franchise Fee

The City intends to maintain the ten percent (10%) franchise fee applicable to commercial and industrial solid waste services.

The selected Contractor shall remit to the City a franchise fee equal to ten percent (10%) of gross commercial and industrial receipts, including revenues from roll-off services, as provided in Section II.9.00 of the RFP.

Commercial and industrial customers will contract directly with and be billed directly by the selected Contractor. The City will not bill or collect payments from commercial or industrial customers.

3. Rate Adjustment Cap – Section I.23

The reference in Section I.23 to an annual adjustment “not to exceed three percent (5%)” contains a typographical error.

The intended maximum annual rate adjustment is:

three percent (3%)

Accordingly, all references to “three percent (5%)” in the RFP are amended to read “three percent (3%).”

4. Commercial Account Scope and Exclusivity

The statement in Section I.1 that commercial waste is currently managed directly with Cresson’s preferred provider describes the City’s current arrangement only.

Subject to adoption of any required ordinance, execution of the Contract, and applicable statutory transition rights, the selected Contractor will be the City’s exclusive provider of commercial and industrial solid waste collection services within the corporate limits of the City, including front-load, roll-off, open-top, and compactor services.

The existing preferred-provider arrangement will not operate independently of the new exclusive arrangement after completion of any transition period required by applicable law.

5. Commercial Account Detail

The City currently estimates approximately 60 commercial accounts. Because commercial customers contract and are billed directly by the City’s current provider, the City does not possess a reliable breakdown of those accounts by container size, collection frequency, or Commercial Hand Collect classification.

Proposers should therefore submit complete rates for each container size, service frequency, and service category requested in the Commercial Rate Schedule. The quantities stated in the RFP are estimates only and do not constitute a guarantee of any minimum number of commercial accounts, containers, collections, or revenues.

6. Service Commencement and Transition

The anticipated commencement date for service under the new Contract is December 1, 2026.

Following award, the City and selected Contractor will coordinate the operational transition of residential service, including customer information, routes, cart delivery, and commencement of collection.

Commercial and industrial accounts are additionally subject to the transition requirements of Texas Health and Safety Code § 363.120. Accordingly, the City does not represent that every existing commercial account will necessarily transition to the selected Contractor on December 1, 2026.

An existing service provider with a contractual right to serve a commercial customer may continue providing the applicable service until the earlier of:

1. expiration of the existing nonexclusive customer contract; or
2. the first anniversary of the date the City publishes the notice required by Texas Health and Safety Code § 363.120.

An existing provider serving a customer without a contract may continue providing service until the 60th day after publication of the statutory notice.

The selected Contractor shall cooperate with the City in transitioning accounts as they become eligible for service under the new Contract.

7. Residential Cart Transition

For proposal purposes, Proposers should assume that the selected Contractor will be responsible for furnishing and deploying the 95-gallon residential carts required to perform the Contract.

The City makes no representation that carts presently supplied by the incumbent provider will be available for purchase, assignment, or transfer to the selected Contractor.

Following award, the City will coordinate with the incumbent provider and selected Contractor regarding removal of existing carts and delivery of replacement carts so as to minimize disruption of residential service.

8. Recycling Service

The City is not requesting curbside residential recycling service, either mandatory or optional.

The only residential recycling service requested under the RFP is the recycling drop-off solution at City Hall described in Section III.

Accordingly:

- Section III, Base Bid Item B, “Recyclable Materials Collection – Once a Week Collection,” is deleted in its entirety;
- Proposers should not include pricing for curbside recycling; and
- Any other reference in the RFP to curbside residential recyclable materials collection or residential recycling containers shall be disregarded.

References to recyclable materials collection and processing in the RFP shall mean the collection, transportation, and processing of recyclable materials received through the City Hall recycling drop-off program.

9. City Facilities and Roll-Off Services – Exhibit A

Exhibit A is clarified as follows:

City Hall:

One (1) 6-cubic-yard dumpster.

Fire Station:

Two (2) 95-gallon toters.

The Contractor shall service the City Hall dumpster at a frequency sufficient to prevent overflow and shall include those services in the Base Proposal at no additional charge to the City. The Fire Station will be serviced on a weekly basis.

City Roll-Offs:

The four (4) roll-offs provided annually for City use under Exhibit A shall be 20-cubic-yard roll-off containers. The City may request the roll-offs at its discretion throughout each contract year.

The City does not have a guaranteed or reliable historical tonnage estimate for these roll-offs. Proposers shall include the cost of normal delivery, use, haul, disposal, and removal of the four annual City roll-offs in the Base Proposal and shall identify any assumptions or limitations applicable to that service.

10. Current Residential and Commercial Rates

The City does not presently have a complete, verified schedule of all rates charged under the current residential and commercial service arrangements.

If additional verified current-rate information becomes available before the proposal deadline, the City may distribute that information to all known prospective Proposers through a supplemental addendum.

Current or historical rates, if provided, are for informational purposes only. Proposers are responsible for independently developing their proposed rates based upon the requirements of the RFP and applicable Addenda.

11. Current Disposal Site

The City does not have verified information regarding the transfer station or landfill currently utilized by the incumbent provider and therefore makes no representation regarding the incumbent provider's disposal location.

Proposers shall identify their proposed disposal facility or facilities in their Proposal and shall be responsible for determining haul distances and all associated transportation and disposal costs.

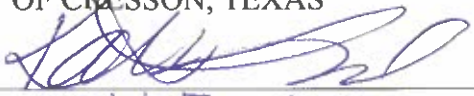
Any disposal facility utilized by the selected Contractor must comply with the RFP and all applicable TCEQ, federal, state, and local requirements.

12. Effect of Addendum

Except as expressly clarified or modified by this Addendum No. 1, all terms, conditions, specifications, and requirements of the RFP remain unchanged and in full force and effect.

Each Proposer shall acknowledge receipt of this Addendum No. 1 as part of its Proposal.

CITY OF CRESSON, TEXAS

By: 
Name: Katy Floyd
Title: City Secretary
Date: 8/25/2026