



Request for Proposals

Exclusive Franchise for Municipal Solid Waste Collection Services – REVISED and CORRECTED

Issuing Entity: City of Clute, Texas

RFP Number: RFPSW – 072426-01

Issue Date (Let Date): Monday, August 3, 2026

Proposal Due Date and Time: 3:00 PM CDT on Thursday, August 13, 2026

Delivery Location: Attn: CJ Snipes, City Manager, 231 Commerce, Clute, Texas 77531

Contact Person: CJ Snipes, City Manager

Contact Email/Phone: cjsnipes@clutetexas.gov

1. Notice to Proposers

The City of Clute, Texas ("City") is soliciting sealed proposals from qualified firms to provide municipal solid waste collection services under an exclusive franchise agreement for residential and commercial customers within the City limits. Texas cities are authorized to contract for solid waste services, require use of the service, charge fees for the service, and award an exclusive franchise for solid waste collection and disposal services under Chapters 363 and 364 of the Texas Health and Safety Code.

The initial contract term shall be three (3) years, with two (2) optional renewal terms of two (2) years each, exercisable at the City's sole discretion. The successful proposer will receive the exclusive right and obligation to provide the services described in this RFP, subject to City ordinances, the final franchise agreement, and all applicable laws.

The City will continue to establish customer rates and collect payments for the duration of the contract. Proposers shall submit pricing in the format requested by this RFP to support the City's rate-setting, budgeting, and contract administration functions.

2. Background and Service Population

The City seeks a reliable contractor with demonstrated experience in municipal solid waste collection, customer service, fleet management, safety, and regulatory compliance. The selected contractor must be capable of serving all eligible accounts in a safe, continuous, and efficient manner consistent with public health and safety needs, which Texas law recognizes as a core municipal solid waste responsibility.

Current service counts are as follows:

Service Class	Estimated Accounts	Required Base Service
Single-family residential	2,749	Twice weekly collection
Commercial	698	Dumpster collection on a per-account basis

These account totals are provided for proposal purposes only and may increase or decrease during the contract term. The City does not guarantee a minimum revenue level beyond the accounts actually served under the franchise agreement.

3. Scope of Services

The successful proposer shall furnish all labor, supervision, equipment, vehicles, containers, fuel, maintenance, disposal arrangements, administrative support, and incidentals necessary to perform comprehensive municipal solid waste collection services.

3.1 Residential Collection

The contractor shall provide twice weekly municipal solid waste collection service for approximately 2,749 single-family residential accounts.

Residential service requirements shall include:

- Collection of household refuse placed for service in accordance with City-approved set-out requirements.
- Service on regularly scheduled collection days each week, except as adjusted for approved holidays or emergencies.
- Return of containers, where applicable, to an upright position that does not obstruct streets, sidewalks, driveways, or drainage paths.

- Cleanup of litter or spillage caused by the contractor during collection activities.
- Provision of a clearly defined route schedule and implementation plan prior to service commencement.

3.2 Commercial Collection

The contractor shall provide dumpster collection service for approximately 698 commercial accounts on a per-account basis.

Commercial service requirements shall include:

- Supply, delivery, maintenance, and replacement of commercial containers and dumpsters as required by account needs.
- Scheduled collection frequencies sufficient to prevent overflows, nuisance conditions, odors, and health hazards.
- Coordination with each commercial customer regarding container size, placement, accessibility, and collection schedule, subject to City oversight.
- Prompt response to missed pickups, overflow conditions, and service complaints.
- Safe operation in alleys, parking areas, loading zones, and other commercial service locations.

3.3 Bulk and Heavy Trash Collection

In addition to routine residential and commercial collection services, proposers shall provide a detailed plan for at least one heavy or bulk trash collection event per month.

The proposer's plan must address:

- The proposed service model, such as citywide route-based pickup, zone collection, call-in scheduling, or another clearly defined approach.
- Acceptable and unacceptable materials.
- Set-out procedures and preparation requirements for residents.
- How white goods, furniture, brush, and similar oversized materials will be handled.
- Procedures for unlawful set-outs, scavenging control, and follow-up cleanup.
- Staffing, equipment, routing, public communication, and expected response times.

The City may negotiate final bulk collection procedures with the selected proposer before contract award.

3.4 Missed Service and Complaint Resolution

The contractor shall maintain sufficient staffing and equipment to ensure dependable service continuity. Proposers must describe procedures for handling missed pickups, service interruptions, emergency events, weather impacts, vehicle breakdowns, and customer complaints.

At a minimum, the proposal shall identify:

- Local or regional management contacts.
- Dispatch and customer service hours.
- Complaint intake and tracking procedures.
- Target response times for missed pickups and escalated issues.
- Backup equipment and contingency resources.

4. Franchise Structure and City Billing

This procurement is intended to result in an exclusive franchise agreement. Texas law authorizes a city to require solid waste service and to contract with a private contractor for those services, and Texas authorities recognize the validity of exclusive solid waste franchise arrangements.

The City will retain authority to:

- Set all customer service rates.
- Bill and collect payments from customers.
- Approve service standards and routes.
- Administer and enforce the franchise agreement.
- Audit service records are reasonably necessary to verify performance and amounts due under the contract.

The proposer shall provide all pricing, data, and operational information reasonably requested by the City to establish rates and monitor contract compliance.

5. Franchise Fee

The City anticipates imposing or collecting a franchise fee equal to five percent (5%) of applicable gross billings or other contractually defined revenue base. Texas materials show that cities use differing methodologies and rates for solid waste franchise fees based on local needs, and example Texas franchise arrangements include franchise fee provisions.

Each proposer shall:

- Acknowledge the City's expected 5% franchise fee.
- State clearly whether proposed compensation includes or excludes the franchise fee.
- Describe the proposer's recommended method for calculating and remitting the fee, if remittance by the contractor is required under the final agreement.
- Identify all assumptions used in the proposer's pricing.

6. Term and Renewals

The initial term of the franchise agreement shall be three (3) years. The City may, at its sole option, extend the agreement for up to two (2) additional two-year terms, based on vendor performance, continued need, and mutually acceptable terms.

The City reserves the right to negotiate implementation schedules, transition periods, performance standards, and extension conditions before final contract execution.

7. Minimum Contractor Qualifications

To be considered responsive, each proposer must demonstrate the following:

- Experience providing municipal residential solid waste collection services for communities of similar size and complexity.
- Experience providing commercial dumpster collection services.
- Financial capacity to perform the contract for the full term.
- Adequate personnel, fleet, containers, maintenance support, and management systems.

- Knowledge of and compliance with applicable federal, state, and local laws governing solid waste operations, transportation, disposal, safety, and employment.
- Ability to perform services under an exclusive franchise model in which the City retains rate-setting and customer billing authority.

• **8. Legal and Regulatory Compliance**

The contractor shall perform all services in full compliance with all applicable federal, state, county, and City laws, rules, regulations, ordinances, permits, orders, and standards governing municipal solid waste collection, transportation, handling, processing, and disposal. Texas law places primary municipal authority for solid waste service in Chapters 363 and 364 of the Texas Health and Safety Code, while the Texas Solid Waste Disposal Act and related rules govern broader waste management and public health protections.

Without limiting the general obligation above, the contractor shall comply with, as applicable:

- Texas Health and Safety Code Chapters 361, 363, and 364.
- Applicable Texas Commission on Environmental Quality (TCEQ) rules, including municipal solid waste management and transportation requirements in Title 30 of the Texas Administrative Code.
- All applicable federal requirements, including U.S. Department of Transportation safety requirements and any federal environmental laws applicable to the contractor's operations.
- All City ordinances, franchise requirements, traffic and safety rules, nuisance standards, and public health requirements adopted now or later during the contract term.
- All landfill, transfer station, disposal site, and recycling facility requirements applicable to waste accepted, transported, or delivered under this contract.

The contractor shall ensure that all waste collected under the franchise is transported only by lawful means and delivered only to properly authorized facilities suitable for the waste type involved. TCEQ guidance states that transport and disposal of municipal solid waste are subject to regulatory requirements and that waste transportation obligations depend on the type of waste and destination facility.

The contractor shall be solely responsible for obtaining and maintaining all permits, registrations, route approvals, licenses, and operational authorizations necessary to perform the work. Where special permits or route approvals are required for enclosed vehicles, enclosed containers, compactors, or other regulated transport methods, the contractor shall secure and maintain them at its own expense.

The contractor shall maintain records sufficient to demonstrate compliance with applicable law and contract requirements, including service records, complaint logs, training records, accident reports, disposal documentation, and any permits or registrations required for operations. Texas regulatory materials emphasize reporting, recordkeeping, and accurate submission of required information as part of solid waste compliance oversight.

The contractor shall immediately notify the City in writing of any material regulatory violation, notice of enforcement, permit suspension, environmental release, major accident, or legal action that could affect contract performance. The City reserves the right to require corrective action plans, enhanced reporting, or other remedies where compliance concerns arise.

Failure to maintain legal and regulatory compliance shall constitute a material breach of the franchise agreement and may result in cure requirements, suspension, termination, assessment of damages, or other remedies available under the contract or law.

9. Insurance and Bonding

Each proposer must submit evidence of its ability to provide the insurance and bonding required by the City. Because municipal solid waste collection involves public health, transportation, and operational risk, the City expects robust coverage and financial security.[page:1]

At a minimum, the proposal shall include:

- Evidence of current commercial general liability insurance.
- Evidence of current automobile liability insurance covering owned, hired, and non-owned vehicles.
- Evidence of workers' compensation insurance and employer's liability coverage, or lawful evidence of non-subscription where permitted by Texas law.
- Evidence of umbrella or excess liability coverage.
- A statement of the proposer's ability to furnish performance and payment security in forms acceptable to the City.
- A description of all current surety relationships and bond capacity.

The final contract may require, at the City's discretion:

- Performance bond.
- Payment bond.
- Letter of credit or other security.
- Additional insured endorsements naming the City, its officers, agents, and employees.
- Waiver of subrogation endorsements.
- Minimum insurer ratings acceptable to the City.

10. References

Each proposer shall provide an extensive list of references demonstrating relevant experience and performance.

The references section must include, at a minimum:

- At least five (5) current or recent municipal clients.
- Client name, address, and population or account count served.
- Contract start and end dates.
- Scope of services provided, including residential, commercial, and bulk collection components.
- Contact name, title, phone number, and email address.
- Disclosure of any contract default, termination, cure notice, liquidated damages assessment, major service disruption, or litigation involving the proposer within the past five (5) years.

The City reserves the right to contact any reference and to consider information obtained from references, regulators, public records, and other available sources in its evaluation.

11. Proposal Content Requirements

To facilitate a fair evaluation, each proposal should be organized in the order listed below.

11.1 Cover Letter

Include a transmittal letter signed by an authorized representative of the proposer, confirming the proposer's interest, authority to submit, commitment to honor the proposal for the required acceptance period, and acknowledgment of all addenda.

11.2 Company Profile

Provide:

- Legal name and principal business address.
- Form of organization and state of formation.
- Years in business.
- Ownership structure.
- Texas office locations.
- Primary management team for this contract.

11.3 Technical Approach

Provide a detailed description of how the proposer will deliver all required services, including:

- Residential route structure.
- Commercial service methodology.
- Bulk/heavy trash collection plan.
- Fleet and equipment to be assigned.
- Container management plan.
- Staffing plan.
- Start-up and transition plan.
- Safety and accident prevention practices.
- Complaint resolution and customer service procedures.
- Disaster recovery and continuity of operations plan.

11.4 Pricing Proposal

Provide a complete pricing schedule in a format that allows the City to evaluate cost by service type and account category.

At a minimum, pricing shall include:

- Proposed unit price or monthly charge assumptions for single-family residential service.
- Proposed pricing methodology for commercial dumpster service by account, container size, and collection frequency.
- Proposed pricing or cost structure for monthly heavy/bulk trash collection.

- Any ancillary fees, fuel surcharges, environmental fees, contamination fees, container delivery fees, extra pickup charges, or other optional charges.
- Identification of all services included in the base price.
- Any assumptions regarding disposal costs, landfill charges, route density, contamination, or service exclusions.

Because the City will set rates and collect payments, the proposer must provide transparent pricing detail sufficient for the City to model rates and negotiate final compensation.

11.5 Exceptions

Clearly identify any requested exceptions to the RFP terms, scope, or proposed contract requirements. Silence will be deemed acceptance of the City’s requirements unless otherwise stated in the final negotiated agreement.

11.6 Litigation and Regulatory History

Disclose any of the following within the last five (5) years:

- Criminal proceedings involving the company or key principals related to contract performance, environmental compliance, or public integrity.
- Civil litigation materially related to solid waste operations.
- Notices of violation, administrative orders, permit suspensions, or other significant regulatory actions.
- Bankruptcy, receivership, or major restructuring.

12. Evaluation Criteria

The City intends to evaluate proposals using criteria that may include the following:

Evaluation Factor	Relative Importance
Demonstrated experience and qualifications	High
Technical approach and operating plan	High
Residential and commercial service capability	High
Bulk/heavy trash collection plan	High
Pricing and cost transparency	High
References and past performance	High
Financial strength, bonding, and insurance	Medium
Transition plan and implementation readiness	Medium
Responsiveness to City requirements	Medium

The City may request interviews, presentations, best and final offers, clarifications, site visits, or supplemental information from one or more proposers.

13. General Terms and Conditions

The City reserves the right to:

- Reject any or all proposals.
- Waive minor informalities or irregularities.
- Request clarification or additional information.
- Negotiate with one or more proposers.
- Cancel, amend, or reissue this RFP.
- Award without discussion, based on initial proposals.
- Determine the proposal that is most advantageous to the City.

All proposals become the property of the City upon receipt, subject to applicable Texas Public Information Act requirements.

The selected proposer must comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including those governing solid waste management, transportation, safety, employment, nondiscrimination, and recordkeeping.

14. Operational Standards

The final agreement is expected to include operational standards such as:

- Collection reliability requirements.
- Missed pickup cure periods.
- Vehicle condition and branding standards.
- Driver training and safety requirements.
- Recordkeeping and reporting obligations.
- Customer service performance metrics.
- Liquidated damages or service credits for nonperformance.
- Rights of inspection and audit.
- Transition assistance at contract expiration.

Proposers are encouraged to suggest measurable service levels and reporting formats that support effective contract oversight.

Restricted Communications and Automatic Disqualification

To protect the integrity, fairness, and confidentiality of this procurement, a mandatory communications restriction applies from the date of issue until September 30, 2026. This period begins on the Issue Date (Let Date) stated on the face of this RFP and continues through and including September 30, 2026.

During this period, any potential proposer or bidder that directly or indirectly contacts, attempts to contact, or communicates with any City employee or any member of the City Council concerning this RFP, the procurement, the evaluation, the selection, or the award shall be automatically disqualified from consideration. Disqualification under this Section is automatic and requires no further action or notice by the City.

This restriction applies to the proposer and to its owners, officers, employees, agents, representatives, lobbyists, consultants, subcontractors, and any other person or entity acting on the proposer's behalf. Contact or communication by any such person or entity shall be attributed to the proposer for purposes of this Section.

The only permitted communications during this period are: (1) the formal delivery and submission of a proposal in the manner expressly required by this RFP; and (2) written questions concerning this RFP submitted solely by email to cjsnipes@clutetexas.gov, the designated Contact Person (City Manager CJ Snipes) identified on the face of this RFP, provided such questions are received no later than Monday, August 10, 2026. No other contact or communication of any kind is permitted, and engaging in any prohibited contact or communication shall result in automatic disqualification as provided above.

15. Proposal Submission Instructions

Each proposer shall submit one (1) signed original paper proposal, 8 copies, and one (1) electronic copy in PDF format unless otherwise approved by the City. Paper responses shall be delivered to Attn: CJ Snipes, City Manager, 231 Commerce, Clute, Texas 77531. An electronic copy shall be emailed to cjsnipes@clutetexas.gov. All correspondence regarding this RFP shall be directed to the attention of CJ Snipes, City Manager.

Each submission shall be sealed and clearly marked:

RFP: Exclusive Franchise for Municipal Solid Waste Collection Services Proposer Name: _____

Proposals must be received no later than the date and time stated in this RFP. Late proposals may be rejected and returned unopened.

16. Suggested Attachments

The City may require or request the following attachments:

- Proposal signature form.
- Pricing forms.
- Non-collusion affidavit.
- Conflict disclosure questionnaire.
- Certificate of interested parties, if applicable.
- Insurance certificate sample.
- Bonding letter from surety.
- Reference forms.
- Fleet inventory list.
- Sample customer communication materials.
- Draft service implementation schedule.

17. Reservation of Franchise Ordinance and Contract Rights

The selected proposer must enter into a franchise agreement and comply with all applicable City ordinances adopted in connection with municipal solid waste services. Texas guidance confirms that cities commonly pair a solid waste RFP with a related franchise ordinance and may contract on terms considered appropriate by the city council.

Nothing in this RFP obligates the City to award a contract or grant a franchise unless and until final approval is made by the City Council and a definitive written agreement is executed.