



## **Hudspeth County**

### **Request for Proposals**

### **Solid Waste Collections & Landfill Operations/ Management Services**

**RFP # 2025-01**

**Proposal Deadline:**

February 28, 2025 @ 4:00 PM, MST

**Deliver or Mail to:**

Hudspeth County  
C/O County Judge's Office  
109 Millican St  
Sierra Blanca, Texas 79851

**Electronic submissions will be accepted and should be emailed to Oralia Sarinana at [osarinana@co.hudspeth.tx.us](mailto:osarinana@co.hudspeth.tx.us).**

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**1. NOTICE TO PROPOSERS**

Sealed proposals for RFP # 2025-01 “Solid Waste Collections and Landfill Operations/ Management Services” will be received in the County Judge’s Office at 109 Millican St, Sierra Blanca, Texas 79851, until **4:00 PM, MST, FEBRUARY 28, 2025. Electronic Proposals will be accepted until 4:00 PM, MST, February 28, 2025, and MUST have within the Subject line “RFP # 2025-01 Solid Waste Collections and Landfill Operations/Management Services.” Electronic Submissions not including this information within the subject line will not be considered.**

Proposals will be opened, and Proposers names will be publicly read at the Hudspeth County Court House, 109 Millican St., Sierra Blanca, Texas in the Commissioners Court Room. Proposals received after the proposal deadline will be returned unopened.

RFP documents are available for download at <http://www.co.hudspeth.tx.us>

Publish dates: Week of February 3, 2025, Week of February 10, 2025, and Week of February 17, 2025

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## **2. INSTRUCTIONS TO PROPOSERS**

### **Section 201. Delivery of Proposals**

RFP documents are available for download at <http://www.co.hudspeth.tx.us>. Proposals must be prepared on the proposal forms in the RFP. All requested documentation must be submitted with the proposal. Sealed proposals, one original (so marked) and one copy of the proposal and a USB stick with an electronic copy of the proposal in pdf searchable format in a sealed box, will be received by the Hudspeth County Judge's Office at 109 Millican St, Sierra Blanca, Texas 79851, until 4:00 PM, MST, February 28, 2025. **Electronic submissions will be accepted and should be emailed to Oralía Sarinana, County Administrator at [osarinana@co.hudspeth.tx.us](mailto:osarinana@co.hudspeth.tx.us) and include within the subject line "RFP 2025-01 Solid Waste Collections and Landfill Operations/Management Services."**

For mailed proposals, the outside of the sealed box should be clearly marked "RFP 2025-01 Solid Waste Collections and Landfill Operations/Management Services" and include the proposer's name, contact person, address, telephone number, e-mail address and attention County Judge's Office. Any proposal received after the stated proposal deadline will be returned unopened. Reliance on the postoffice or delivery services will not be considered an adequate reason for granting an exception for failure to meet the required deadline for consideration of proposals.

### **Section 202. Withdrawal of Proposals**

Proposer may withdraw his proposal at any time prior to the last date and time specified for the proposal deadline. A proposer may resubmit his proposal at any time prior to the proposal deadline, pursuant to the procedures and requirements stated herein. Once proposals are opened, no proposer may modify or withdraw his proposal within one hundred eighty (180) days after the proposal deadline.

### **Section 203. Explanations, Clarifications, and Interpretations**

Any explanation, clarification, or interpretation desired by a proposer regarding any part of this RFP must be requested via email to Oralía Sarinana, County Administrator, at [osarinana@co.hudspeth.tx.us](mailto:osarinana@co.hudspeth.tx.us), before 5:00 PM, MST on February 20, 2025. No further inquiries will be accepted after 5:00 PM, MST on February 20, 2025.

If the County, in its sole discretion, determines that an explanation, clarification, or interpretation is required, such shall be issued in writing by addendum. Explanations, clarifications, or interpretations to the RFP made in any other manner other than writing by addendum are not binding upon the County, and proposers shall not rely upon such explanations, clarifications, or interpretations. Only written explanations, clarifications, or interpretations by addendum shall be binding. No proposer shall rely upon any explanations, clarifications, or interpretations given by any other method.

### **Section 204. Schedule Changes or Other Addendums to the RFP**

Schedule changes or other addendums to the RFP will be published on the County's website at [www.co.hudspeth.tx.us](http://www.co.hudspeth.tx.us). It is the obligation of each proposer to make sure that it has received any and all addenda prior to submitting its proposal.

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**Section 205. Information Contained in the RFP**

The information set forth in this Request for Proposal (RFP) and in all appendices attached hereto has been presented solely to assist interested proposers in making their own evaluation of the resources required to provide solid waste collection and landfill operations/management services to the County and is not intended to be all inclusive or to contain all of the information that a prospective proposer may desire. The County offers no warranties as to the accuracy of the information provided in this RFP. The County has made no independent effort to determine the accuracy of completeness of such information.

The proposer is solely responsible for making all necessary investigations and evaluations of information, which will or could affect their performance including costs of providing the requested services. The proposer agrees that it has satisfied itself by proposer's own investigation and evaluations of information which will or could affect their performance, and that proposer's proposal is based upon such investigation and evaluations of information, and that Proposer shall make no claim against the County because of any information in this RFP which may prove to be erroneous in any respect.

**Section 206. Definitions**

Terms defined in Appendix A and their derivations shall have the meanings as set forth in Appendix A.

**Section 207. Proposer Contact with the County**

**To ensure an objective, orderly award process that provides all potential proposers an equal opportunity to compete for and win county business, the following requirements will be enforced during the proposal process:**

- 1. All requests for information will be made in writing to Oralia Sarinana, County Administrator at [osarinana@co.hudspeth.tx.us](mailto:osarinana@co.hudspeth.tx.us) in accordance with Section 203.**
- 2. No direct contact with or lobbying of Hudspeth County Commissioners or employees will be permitted during the RFP process.**
- 3. No gifts, lunches or other gratuities will be accepted by the County.**
- 4. Vendors not complying with the above requirements will be disqualified.**

**Section 208. Right to Reject**

Until the final award by Hudspeth County, the County reserves the right to reject any and/or all proposals, to waive any informalities or technicalities and to proceed otherwise when the best interests of the County will be realized. Costs incurred in the preparation of a proposal are the sole responsibility of the proposer.

**Section 209. Open Records Act and Ownership of Proposal**

The County is subject to the Texas Public Information Act, a state law which may require the County to make the information provided in response to this Request for Proposal available to the public upon request following award. All responses relative to this request for proposals and all information/charts/graphs, etc. produced as a result of this service, if selected, shall become the property of Hudspeth County without any restrictions on usage, subject to exceptions under the Texas Public Information Act, and are non-returnable. Applicant may maintain a copy of such material for their records as necessary or required by industry standards.

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### **3. EVALUATION CRITERIA AND AWARD PROCEDURES**

#### **Section 300. Criteria for Evaluating Proposals**

All proposals will be evaluated by the Hudspeth County Commissioners. The Commissioners will review all proposals that are received in accordance with the criteria within this request for proposals. Commissioners may conduct site visits, reference checks, independent verification of credit ratings, corporate reputation, etc. and any other procedures or due diligence. During the review process, the County reserves the right, to request additional information or clarifications from those that submitted proposals. In addition, the County reserves the right to conduct interviews of all or select proposers.

Proposal will be ranked according to the proposal evaluation criteria as shown in Table 3.1. The Commissioners will recommend the proposer that demonstrates the best value for the County based on the proposal evaluation criteria.

**Table 3.1: Proposal Evaluation Criteria**

<b>Criteria</b>	<b>Percent of Total</b>
Proposal Cover Sheet	Prerequisite
Mandatory Forms	Prerequisite
Proof of Satisfaction of Minimum Experience	Prerequisite
Financial Stability	10%
Experience	25%
Proposed Approach	25%
Financial Proposal	40%
	<b>100%</b>

#### **Section 301. Award of Proposal**

After reviewing all proposals, the County Commissioners will recommend the award to the best vendor based on the evaluation criteria. Award of Contract, if any, will be made by formal action of the County Commissioners.

Rules prohibiting contact with County Commissioners as described in the “Notice to Proposers” will be strictly enforced and will result in disqualification of any proposer from further consideration. Proposers shall not offer or present gifts of any kind to individual Commissioners or the Commissioners Court, as a whole, or to County staff.

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**4. TENTATIVE SCHEDULE OF ACTIVITIES**

January 29, 2025	RFP issued and posted on web site
Week of February 3, 2025	First publication
Week of February 10, 2025	Second publication
Week of February 17, 2025	Third publication
<b>February 20, 2025, 5:00 PM, MST</b>	<b>Deadline for explanations, clarifications, or interpretations</b>
<b>February 28, 2025 4:00 PM, MST</b>	<b>Proposal deadline</b>
March 11, 2025	Open and Review of Received Proposals
March 15, 2025	Continued Review/ Tentative Award of contract by County Commissioners
TBD	Commencement of services

## **5. BACKGROUND AND SCOPE OF SERVICES**

### **Section 500. Background Information**

Hudspeth County currently collects solid waste for residents, commercial, and various government agencies within the County. This includes collections in Sierra Blanca, Fort Hancock, Dell City, and Desert Haven. The County also operates and maintains two Type IAE landfills. Hudspeth County roughly services 4,600 square miles and collects residential and commercial solid waste in Sierra Blanca, Fort Hancock, Dell City, Desert Haven and surrounding areas. This section provides background information regarding the current collection services and landfill operations/management for solid waste.

### **Section 501. Residential Services**

There are an estimated 495 residential users with 142 in Sierra Blanca, 203 in Fort Hancock, 120 in Dell City, and 30 in Desert Haven.

Residents receive once per week collection of solid waste and collections are scheduled Monday through Friday. Residential solid waste services are provided through four cubic yard (4CY) dumpsters strategically placed in neighborhoods.

The County currently only provides four cubic yard (4CY) dumpsters.

### **Section 502. Commercial Services**

In addition to providing residential services, the County also provides commercial solid waste services to approximately 184 commercial units. There are also approximately 41 units currently classified as government, and 41 unclassified units.

The County currently only provides four cubic yard (4CY) dumpster. There are no other options available.



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**Section 502.A Current Collection Routes and Estimated Number of Dumpsters (Estimated)**

<b>Day</b>	<b>Location</b>	<b>Specific Stops</b>	<b>Number of Collections (Dumpsters)</b>
Monday	Fort Hancock and Sierra Blanca	I-10 Border Patrol Checkpoint (2), Lasca Road (1), Walker's Ranch (2), McVean Residence (1), Hilltop Area (1), Ft Hancock Main Town (87)	201
Tuesday	Dell City and surrounding areas	Dell City Route: FM 1111 (6), 62-180 Hwy (11), Desert Haven Area (38), Dell City (West of Main St FM 1437 - 60, East of Main St - 64)	179
Wednesday	Sierra Blanca (Various neighborhoods)	Dumpsters West of FM 1111 (52), Dumpsters East of FM 1111 (38), North of FM 1111 (67), East of FM 1111-South of I-10 (22), West of FM 1111-South of I-10 (10)	194
Thursday	South Hwy 20 (McNary to Acala)	South Hwy 20 (23), Border Patrol Station F.H. (3), Carr's Farm (1), Reclamation Bldg. (1), Ft Hancock High School (2), Various other stops	163
Friday	Sierra Blanca Business Route	La Salle Facility (17), Sheriff's Dept (4), County Courthouse (1), Valero (3), Post Office (1), State Theater & Motel (1), Others	51

**Section 502.B Current Classification of Collection by Community (Estimated)**

<b>Community</b>	<b>Unclassified</b>	<b>Commercial</b>	<b>Government</b>	<b>Residential</b>
Surrounding Area	1	0	0	1
Ft Hancock	24	25	6	226
Sierra Blanca	13	37	14	140
Dell City/ Desert Haven	7	28	22	150

**Section 503. Roll-off Services**

The County does not provide Roll-Off services. The County is requesting the proposer provide pricing for providing the additional service. The County has no historical information related to roll-off services.

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**Section 504. County Services**

The successful contractor will provide County services at no charge. The following is a summary of County services:

1. **County Facilities Solid Waste.** Solid waste services to County owned facilities.
2. **County Sponsored Events Solid Waste Services.** Solid waste services for up to five (5) events per year for events sponsored by the County.

**Section 505. Hudspeth County Landfills**

Currently, Hudspeth County operates and maintains two landfills. Landfill Permit No 495 – Type IAE, located 5.5 miles Southeast of Dell City and Permit No 957A- Type IAE, located on FM 1111 (3.5 miles South of Sierra Blanca City Limits), both meeting Texas Commission on Environmental Quality (TCEQ) standards, Federal, State, and Local Laws.

The County is seeking a qualified proposer to assist with the operations and management of both landfills. Successful proposer will be required to provide all required documentation, including but not limited to, daily operating logs, cell use/maintenance records, monthly solid waste disposal tonnage logs for both MSW and C&D, and coverage reports.

A copy permit 495 – Dell City Landfill is available by written request or can be found online at [TCEQ CR Query - Regulated Entity Information](#)

A copy of permit 957A – Hudspeth County is available by written request or can be found online at [TCEQ CR Query - Regulated Entity Information](#)

**Section 506. Scope of Services**

The purpose of this section is to familiarize proposers with the requested scope of services. Services performed will be in accordance with the following scope of services.

**Section 507. Contract Term**

Commencement of the Contract will be considered during negotiations with a potential vendor. The County is considering an initial term of five (5) years. After the initial term, the County may renew the contract for three (3) additional renewal terms of one (1) year each. The successful proposer may prohibit County from exercising an optional renewal term by providing written notice to the County Judge's Office of its election to reject a renewal term on or before eleven (11) months preceding the scheduled date of expiration of the initial term or the then current optional renewal term of the contract. If the successful proposer does not provide such written notice to the County Administrator, or their designee, on or before eleven (11) months preceding the scheduled date of expiration of the initial term or the then current optional renewal term of the contract prohibiting County from exercising the optional renewal term, the County may upon written notice to the successful proposer not later than ninety (90) calendar days preceding the scheduled date of expiration of the initial term or the then current optional renewal term of the contract exercise such optional renewal term by such notice. This provision in no way limits the County's right to terminate the contract at any time during the initial term or any optional renewal term thereof pursuant to the provisions in the contract.

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**Section 508. Exclusive Services**

The successful proposer shall have the exclusive right to provide all solid waste collection services to residential units, commercial units, and government units. The exclusive right does not include properties located outside Hudspeth County. However, the successful proposer is not prohibited from seeking to provide trash collection services to properties outside the County limits. The exclusive right includes the provision of solid waste collection services to construction projects within the County. The successful proposer, not the County, shall be solely responsible for defending the rights granted to the successful proposer herein against third parties.

**Section 509. Residential Services**

The successful proposer will provide once per week solid waste services for residential units. The successful proposer shall collect all solid waste contained in solid waste dumpsters.

The County currently owns all residential solid waste dumpsters and is interested in negotiating the purchase or lease of the current dumpsters. Interested proposers should include pricing options within their proposals.

**Section 510. Commercial Services**

In addition to residential services, the successful proposer will provide collection of solid waste via dumpsters to commercial units. The successful proposer will provide at a minimum once per week solid waste services to each commercial unit. For other commercial units, the successful proposer will provide once per week up to five days per week collection of solid waste via four cubic yard (4 CY)

Proposer may provide additional pricing for different size dumpsters. Currently commercial dumpster are all four cubic yard (4 CY).

The County currently owns all solid waste dumpsters and is interested in negotiating the purchase or lease of the current dumpsters. Interested proposers should include pricing options within their proposals.

**Section 511. Roll-off Services**

The successful proposer may also provide solid waste services via roll-offs to customers. The successful proposer will provide solid waste services via 20 CY, 30 CY, and 40 CY roll-offs with or without compactors. Proposers will need to provide roll offs.

**Section 512. County Services**

The successful proposer will provide County services at no charge to the County. County services includes the following:

1. **County Owned Facilities.**
2. **Collection and Disposal Illicit and Illegal Dumping on County Property.** The County will occasionally have appliances or other bulky debris illegally dumped on county property

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such as parks, medians or rights of way. The successful proposer will assist with the collection and disposal of such materials at no charge. The County will be responsible for notifying the successful proposer and the successful proposer will have up to three (3) businessdays to complete the task.

3. **County Sponsored Special Events.** The successful proposer will provide solid waste services to any County sponsored special event. Currently the County hosts 3-5 special events per year. The successful proposer will additional solid waste collections per event, or containers equivalent to. The County will provide a two-week notification to the successful proposer to schedule such events and provide information on the number of dumpsters needed andthe location to stage dumpsters and pick up. Upon completion of the event, the successful proposer will pick up theadditional dumpsters within 48 hours.

### **Section 513. Hudspeth County Landfill**

The successful proposer will be responsible for the disposal of all acceptable commercial, industrial, and residential waste in either Hudspeth County Landfill. Successful Proposer shall have and maintainduring the term hereof, adequate disposal and processing capacity for the County's needs. All solid waste collected under the contract shall be disposed at either of the Hudspeth County Landfills and in accordance with all applicable federal, state, and local laws.

Successful proposer shall assume all operational responsibilities including daily operation and maintenance of both Landfills; all monitoring activities and provide all State, local, and federal documents necessary for the County to report.

### **Section 514. Set-out Limits**

The successful proposer shall collect all solid waste set-out in dumpsters and roll-offs. For residential units, the successful proposer shall collect all Christmas trees from residential service units for the two-week period following December 25<sup>th</sup> of each year. The successful proposer is not responsible for collecting in excess of the set-out limits. It shall be the successful proposer's responsibility to give notice first to the customer and also to the County Administrator, or their designee, if a set-out exceeds the set-out limits.

The successful proposer shall tag items placed for collection that are not collectable under the terms of the contract. The successful proposer shall promptly notify the County of the address where the tagged item is located but no later than by 10:00 AM, Mountain Standard Time, the next business day. The process and forms utilized to provide notice to customers will need to be approved by the County Administrator, or their designee. The County shall be the sole and final judge as to whether a set-out exceedsthe set-out limits.

### **Section 515. Inspection of Set-outs**

The successful proposer may inspect each set-out prior to collection for compliance with the contract. Prior to collection of the set-out, the successful proposer may designate a set-out as an unacceptable set-out for the following reasons:

1. Set-out exceeds the set-out limits established in the contract; or
2. Set-out contains items not allowable for disposal in either Hudspeth County Landfill.

The successful proposer may not designate a set-out as an unacceptable set-out for any reason other than

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those identified in the contract. If the successful proposer designates a set-out as an unacceptable set-out for any of the reasons set forth in the contract, the successful proposer shall:

1. Collect the portion of the set-out that is properly set-out; and
2. Immediately provide an unacceptable set-out notice to the customer stating the reason the set-out or portion of the set-out was designated as an unacceptable set-out.

For all unacceptable set-outs, the successful proposer shall provide a written report of the unacceptable set-outs including the address, reason set-out was an unacceptable set-out, and other information as requested by the County by 10:00 AM, Mountain Standard Time, the next business day.

**Section 516. Collection Location**

It is the County's intention to continue residential services collection at the same location as the residential unit has received in the past. The successful proposer shall provide collection of solid waste for each residential unit at the street curb in front of the residential unit or designated area.

**Section 517. Collection Days and Schedule**

Collection shall be provided between 7:00 AM, Mountain Standard Time and 7:00 PM, Mountain Standard Time. The successful proposer shall perform collections on a regular schedule on the same day and approximately the same time each week. Both Residential and Commercial services shall be provided Monday through Friday. The successful proposer shall not change collection days or schedules to residential units without written authorization by the County Commissioners Court.

The County and the successful proposer shall mutually agree to holidays to be observed. If the holiday falls on a regularly scheduled workday, collections for the holiday and each day thereafter will be delayed one day and Friday's material shall be collected on the following Monday.

The County shall determine the service level, including container type and collection frequency, and schedule for all County facilities services. Commercial services and roll-off services customers and the successful proposer shall agree upon the collection schedule and days subject to no objection by the County.

**Section 518. Missed Collections**

The successful proposer shall notify the County by 4:00 PM, Mountain Standard Time when a route may not be completed before 7:00 PM, Mountain Standard Time. The successful proposer shall notify the County immediately upon discovering a street, portion of a route, or a complete route was not collected as scheduled. When notification of a missed collection is received by the successful proposer before 4:00 PM, Mountain Standard Time and such allegations cannot be disproved by GPS documenting the successful proposer attempted to provide services to such customer, the successful proposer shall dispatch a truck and provide the collection before 7:00 PM, Mountain Standard Time on the same day. When notification of a missed collection is received by the successful proposer after 4:00 PM, Mountain Standard Time and such allegations cannot be disproved, the successful proposer shall provide collection within the next 24 hours and inform all residents impacted by such missed collection of the time the corrective collection will be provided. When notification of a missed collection is received after 4:00 PM, Mountain Standard Time on the day preceding a holiday and such allegations cannot be disproved, the successful proposer shall provide collection within the first three (3) hours of the day after the

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holiday.

**Section 519. Disaster Debris**

The County and the successful vendor will negotiate the services including compensation related to debris resulting from an event or occurrence, such as but not limited to wildfires, storms, floods, fires, tornados, earthquakes, etc., determined by the County to have caused widespread destruction and distress and increased residential services tonnage by 20% or more from the average per household of historical residential services tonnage for the same quarter for the prior three years. Collection of all other disaster debris shall be provided by the successful proposer at no additional charge. The County may further require the successful proposer to submit a disaster management plan that may be incorporated into the service contract.

**Section 520. Spills, Leaks, and Litter**

The successful proposer shall exercise care to prevent spilling, leaks and littering during the collection process. The successful proposer shall ensure all materials hauled are contained, tied, or enclosed to prevent spilling, leaking and littering. The successful proposer shall immediately pick up and clean up all spills, leaks and litter resulting from successful proposer's vehicles, or by successful proposer's employees or subcontractors while performing services under the contract. Each vehicle shall be equipped with the proper tools to adequately clean up any spillage.

**Section 521. Vehicle and Equipment Maintenance and Specifications**

Proposer shall include a list of proposed vehicles and equipment that will be utilized for the execution of solid waste collection, disposal, and operation of the landfills. All vehicles and equipment shall be kept in a clean and sanitary condition. Collection and management vehicles shall be painted in the successful proposer's color or colors schemes. The vehicles shall be uniquely numbered, and the vehicle numbers shall be painted in a contrasting color on each side of each vehicle and on the rear of the vehicle. No advertising shall be permitted other than the name and address of the successful proposer.

Collection vehicles shall be manufactured to provide the services specified. All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so that they can be contacted by the County. Collection vehicles will be equipped with communication devices so that the successful proposer's staff and driver may communicate during the route collection. In addition, collection vehicles should have GPS tracking capability.

The successful proposer shall utilize equipment which can safely maneuver all County roads and properly collect waste. Proposer shall review existing neighborhoods, including roads and on-street parking conditions to ensure that all equipment used shall meet this requirement.

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**Section 522. County Owned Solid Waste Equipment**

The County owns the below list of equipment and is interested in negotiating the lease of equipment. Interested proposers should include pricing options within their proposals.

<b>Year</b>	<b>Equipment</b>
1988	Freightliner Dump Truck
2005	Ford F750 Trash Truck
2010	Freightliner
2001	Ford F150
2015	Western Star Trash Truck
2023	Freightliner Trash Truck
2003	Ford F150
2010	Jeep Grand Cherokee
2023	Compactor
	Dumpsters (estimate 700+)

**Section 523. Dumpsters, Roll-offs, and Compactors**

The successful proposer will be responsible for purchase, distribution, storage, ongoing repair, replacement, warranty issues, and other requirements related to dumpsters, roll-offs, compactors owned by the successful proposer. All dumpsters shall have lids that fully close. Dumpsters and roll-offs must be painted a uniform color, bear the name and telephone number of the successful proposer, and bear a serial number coded for the dumpster or roll-off size. Dumpsters and roll-offs shall be maintained as needed or at the request of the County.

The successful proposer is responsible for removing graffiti from its dumpsters, roll-offs, and compactors. Collection drivers shall notify the successful proposer at the end of each day of any dumpster, roll-off, or compactor containing graffiti. The successful proposer shall remove any graffiti from its dumpsters, roll-offs, and compactors within five (5) business days of notification. Each dumpster, roll-off, and compactor of the successful proposer is subject to inspection by the County and approval as to appearance and condition before placement at any County facility. A dumpster, roll-off, or compactor of the successful proposer shall be reconditioned and repainted if necessary, before being supplied to a County facility that had not used it earlier. If the County requires, a dumpster, roll-off, or compactor shall be cleaned or repainted within seven (7) days. If appropriate to serve the County's needs and/or locations, the County may require the successful proposer to install and service a dumpster, roll-off, or compactor. Damage to dumpster, roll-off, or compactor on customers' premises is at the successful proposer's risk, as between those parties and without affecting the risk or liability of others. The successful proposer shall be responsible for the repair of all dumpsters, roll-offs, or compactors damaged due to the successful proposer's negligence. The successful proposer shall repair or replace within one business day any dumpster, roll-off, or compactor that the County determines does not comply with County standards or constitutes a health or safety hazard.

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**Section 524. Contractor's Office**

The successful proposer shall maintain an office or other facilities through which they can be contacted. It shall be equipped with sufficient telephones having local phone numbers and shall have a responsible person in charge and adequate competent persons available to answer the phone from 8:00 a.m. to 7:00 p.m. on regular collection days. When collection is postponed one day for the holiday schedule the successful proposer's customer service personnel must be available to answer phones on all days during which collection service is provided. An informative recording answering frequently asked questions and voicemail shall be available at all other hours.

**Section 525. Customer Service and Complaint Resolution**

The successful proposer will be primarily responsible for complaints and the County will forward all initial complaints to them for resolution.

Customer complaints shall be directed to the successful proposer, and the successful proposer give each complaint received prompt and courteous attention. The successful proposer shall respond to all complaints via phone or written correspondence with the customer no later than noon on the following business day. The successful proposer shall maintain a log of complaints and shall provide the County, when requested, copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution.

In the event that a complaint cannot be resolved and the County's Administrator, or their designee, is notified by the complainant, it will be the successful proposer's responsibility to provide adequate documentation to demonstrate that the complaint was handled in a satisfactory manner. The successful proposer shall provide a single source contact for the County's Administrator, or their designee, for complaints or other County needs and shall communicate back with County Administrator, or their designee, within twenty-four (24) hours of initial outreach.

Compliance with the complaint resolution, customer grievance, and reporting requirements of this Section 501 is and shall be a material term of the contract.

**Section 526. Customer Grievances.**

The successful proposer will designate a representative to adjudicate customer grievances. At the County's request, the representative will join the County in meeting with an aggrieved customer within 24 hours of notification. The decision of the County shall be final and binding.

**Section 527. Meetings**

In order to minimize problems during implementation of the contract, to provide a forum for discussing and resolving any operational questions or issues that may arise, and for updating the Implementation Plan the parties agree to meet on a regular basis as follows:

1. The period from the date the contract is executed until six months after the actual collection services begin (or such earlier date as may be mutually agreed to by the parties) shall be



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referred to as the "Implementation Phase". During the Implementation Phase, meetings shall be held between representatives of the parties on a weekly basis, or on such more or less frequent basis as may be mutually agreed. The primary purposes of such meetings shall be to develop and/or refine the Implementation Plan, to evaluate the successful proposer's performance in implementing the contract, to evaluate container delivery progress or problems, to air and seek resolution of complaints, to discuss any actual or perceived problems with service, and to discuss promotion, public information and public relations.

2. After the Implementation Phase, meetings shall be held at least on a monthly basis, unless otherwise mutually agreed to, between representatives of the parties. Such meetings shall be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information and public relations.
3. Meetings shall be held at the offices of the County unless otherwise agreed upon by both parties. Each party shall be available for at least 90 minutes per meeting, unless otherwise agreed in advance. Meetings shall be held during normal business hours.

**Section 528. Newsworthy and Emergency Notifications**

During the term of the contract, there may be activities or circumstances, positive or negative, involving the successful proposer's business that could be newsworthy. Likewise, the successful proposer, or the successful proposer's employees could be involved in a motor vehicle accident; an environmental accident. The successful proposer must contact the County's Administrator, or their designee, immediately and no later than 24 hours in the event of one of the following: any news coverage or sudden event that could impact the service the successful proposer provides to the County; any news coverage or sudden event that could initiate citizen phone calls to the County; an environmental emergency or incident, including spills, that involves the successful proposer, a related business of the successful proposer, or the successful proposer's employee; a motor vehicle accident which occurred while providing services under the Contract; personal injury accidents which occurred while providing services under the Contract; property damages which occurred while providing services under the Contract.

**Section 529. Customer Notifications**

The County will coordinate with the successful proposer and approve all necessary communications with residential customers including but not limited to fee changes, route changes, holiday schedules, promotion of mulching and composting to reduce waste etc. Unacceptable set-out notices and program introduction notices shall be printed and distributed by the successful proposer. All other notices shall be printed and distributed by the County.

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**Section 530. Reporting**

The successful proposer shall provide the following monthly reports to the County Administrator, or their designee. Reports shall be in a format approved by the County Administrator.

Complete and accurate daily/monthly reports must be submitted to the Contract Administrator, or their designee, by the 15<sup>th</sup> of each proceeding month. Reports must contain the following information:

1. **Call Log** – Spreadsheets listing the calls received by date and time, type of call (missed collection, complaint, inquiry), and resolution.
2. **Unacceptable Set-out Log**- Spreadsheet of unacceptable set-outs by address and description of reason.
3. **Required TCEQ permit reports** – to include, but not limited to, daily cover log, daily operating logs, cell use/maintenance records, daily/monthly disposal tonnage for MSW and C&D, and staff licensing and training records.
4. **Customer List for Roll-off Services** – identify each by address and level of service, name, and contact information.
5. **Billing and Revenue Documentation** – documentation justifying the successful proposer's billings and revenue derived by the successful proposer for services within the County.
6. **Summary of motor vehicle accidents or moving violations involving the successful proposer's vehicles** – identify vehicle, employee and description of violation.

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**6. INSURANCE, PERFORMANCE BOND, AND INDEMNITIES**

The successful proposer shall secure and maintain throughout the duration of the contract insurance of such types and in such amount as may be necessary to protect itself and the interest of the County against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the County but regardless of such acceptance it shall be the responsibility of the successful proposer to maintain adequate insurance coverage at all times. Failure of the successful proposer to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

**Section 600. General Requirements**

Satisfactory certificates of insurance shall be filed with the County prior to starting any work under the contract. The certificates shall state that thirty (30) calendar days advance written notice will be given to the County before any policy covered thereby is changed or canceled.

The successful proposer shall comply with all Federal, State and local laws and ordinances relating to Social Security, Unemployment Insurance, Pensions, etc. All insurance providers used to meet the requirements of this section must have an A.M. Best rating of "A" or better and be authorized to conduct business in the State of Texas.

**Section 601. Workers Compensation Insurance Coverage**

- (A) Definitions related to Workers Compensation Insurance Coverage:
  - Certificate of coverage ("certificate")** - copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the successful proposer's employees providing services under the contract for the duration of the contract.
  - Duration of the Contract** - includes the time from the commencement of services and continuing for five years or seven years. Persons providing services includes all persons or entities performing all or part of the services the successful proposer has undertaken to perform under the contract, regardless of whether that person contracted directly with the successful proposer and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to the Contract. "Services" does not include activities unrelated to the contract, such as parts suppliers, office supply deliveries, or other incidental vendors.
- (B) The successful proposer shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the successful proposer providing services on the project, for the duration of the project.
- (C) **The successful proposer must provide a certificate of coverage to the County**

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**prior to commencement of service.**

- (D) If the coverage period shown on the successful proposer's current certificate of coverage ends during the duration of the project, the successful proposer must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- (E) The successful proposer shall obtain from each person providing services under the Contract, and provide to the County:
  - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (2) no later than seven days after receipt by the successful proposer, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (F) The successful proposer shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- (G) The successful proposer shall notify the governmental entity in writing by certified mail or personal delivery, within ten days after the successful proposer knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- (H) The successful proposer shall post at the office where the trucks serving the County are based a notice in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- (I) The successful proposer shall contractually require each person with whom it contracts to provide services to:
  - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all of its employees providing services on the project, for the duration of the project;
  - (2) provide to the successful proposer, prior to that person beginning work, a certificate of coverage showing that coverage is being provided for all employees of the person providing service, for the duration of the project or services;
  - (3) provide the successful proposer, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of certificate of coverage ends during the duration of the project or services;
  - (4) obtain from each other person with whom it contracts, and provide to the successful proposer:
    - (a) a certificate of coverage, prior to the other person beginning work; and
    - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (5) retain all required certificates of coverage on file for the duration of the project or services and for one year thereafter;
  - (6) notify the County in writing by certified mail or personal delivery, within 10

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days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services; and

- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- (J) By signing this contract or providing or causing to be provided a certificate of coverage, the successful proposer is representing to the County that all employees of the successful proposer who will provide services under the contract will be covered by workers' compensation coverage for duration of the contract. The successful proposer also represents that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the successful proposer to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- (K) The successful proposer's failure to comply with any of these provisions is a breach of contract by the successful proposer which entitles the governmental entity to declare the contract void if the successful proposer does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

**Section 602. Comprehensive Automobile Liability**

This insurance shall be written in comprehensive form and shall protect the successful proposer against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily Injury	...\$1,000,000/person
	...\$1,000,000/occurrence
Property Damage	...\$1,000,000/occurrence

The insurance shall be of the occurrence type and name the County as an additional insured with a requirement that the County be notified at least 30 days in advance of any material change in policy terms, including cancellation. There shall be no deductible applied to the County as additional insured.

**Section 603. Comprehensive General Liability**

This insurance shall be written in comprehensive form and shall protect the successful proposer against all claims arising from injuries to members of the public or damage to property of others arising out of any act of omission of the successful proposer or his agents, employees, or subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the successful proposer under the article entitled DEFENSE OF SUITS.

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To the extent that the successful proposer's work, or work under his direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property. The liability limits shall not be less than:

Bodily Injury	...\$1,000,000/person
	...\$1,000,000/occurrence
Property Damage	...\$1,000,000/occurrence
	...\$2,000,000/aggregate

The insurance shall be of the occurrence type and name the County as an additional insured. There shall be no deductible applied to the County as additional insured.

**Section 604. Defense of Suits**

If any action in court is brought against the County, or any officer or agent of the County, for the failure, omission, or neglect of the successful proposer to perform any of the covenants, acts, matters, or things under the contract; or for injury or damage caused by the alleged negligence of the successful proposer or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers the successful proposer shall indemnify, defend and save harmless the County and its officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

**Section 605. Indemnity and Release**

The successful proposer is solely responsible for and shall defend, indemnify, and hold County (or any of County's representatives or employees), free and harmless from and against any and all claims, liabilities, demands, losses, damages, costs or expense to all persons (including but not limited to reasonable attorneys' fees and related expenses) arising out of resulting from or occurring in connection with the performance of the work that is (i) attributable to any bodily or personal injury, sickness, diseases or death of any person or any damage or injury to or destruction of real or personal property (other than the work itself) including the loss of use thereof, and (ii) caused in whole or in part by any negligent, strict liability or other act or omission of the successful proposer, any subcontractor or supplier, their respective agents or employees or any other party for whom any of them may be liable regardless of whether such is caused in part by the negligent, strict liability or other act or omission of a party or parties indemnified hereunder.

Said indemnity, defense and hold harmless agreement shall also apply to claims arising from accidents to the successful proposer, its agents or employees, whether occasioned by the successful proposer or its employees, the owner or his employees, or by any other person or persons.

The foregoing indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

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**Section 606. Performance Bond**

A performance bond in the amount of 100% of the annual value of the Contract which will be determined upon bid award and re-evaluated annually. This will be maintained and renewed each year during the term of the contract. Proof of renewal of the bond must be submitted to the County prior to July 1<sup>st</sup> each year of the contract.

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**7. BILLING AND PAYMENTS, ADMINISTRATIVE CHARGES, AND OTHER FINANCIAL TERMS**

**Section 701. Billing and Payments**

Currently, the County has multiple agreements with collecting entities to collect solid waste disposal fees on behalf of the County. The County shall provide the successful proposer a list of residential services and commercial services identifying each by address and level of service. The successful proposer shall provide the County a customer list for all other customers, identifying each by level of service, address, name, and contact information. The County and the successful proposer shall update the customer list each month.

The County, in agreement the collecting entities, will be responsible for billing and collection of payments for residential services and commercial services based on the customer list. The successful proposer will be responsible for all other billings and collection of payments including other roll-off services.

The successful proposer shall bill customers in accordance with the contract and then-current rate schedule plus the then-current franchise fee. The successful proposer shall not bill customers for any fees other than those specifically authorized in the contract.

Within thirty (30) calendar days of the end of each month, the County, in agreement with collecting entities, shall remit to the successful proposer payment, less any fees, disputed amounts, administrative charges, and payments withheld in accordance with the contract, for residential services and commercial services rendered by the successful proposer and billed by the County for the prior month.

Within thirty (30) calendar days of the end of each month, the successful proposer shall remit to the County payment for payments in accordance with the contract for services rendered by the successful proposer or payments due for the prior month.

**Section 702. Administrative Charges**

The County may impose administrative charges when the County Commissioners determines that performance consistent with the provisions of the contract has not occurred. The County Commissioners shall notify the successful proposer in writing or electronically of each act or omission under the terms of the contract reported to or discovered by County or its designee(s). It shall be the duty of the successful proposer to take whatever steps or action may be necessary to remedy the cause of the complaint.

County may deduct the full amount of any such charges from any payment due to the successful proposer. The remedy available to County under this paragraph shall be in addition to all other remedies which County may have under law, at equity, or pursuant to the terms of the contract.

Contractor's obligations to make payments for such charges under this section occurring prior to the expiration or termination of this contract shall survive termination or expiration of this contract.

**Section 703. Modification to Rates**

The successful proposer shall submit a written request for modification to fees on or before October 1, 2025 and every July 1st thereafter. If the successful proposer fails to submit a written request for



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modification to rates on or before July 1st, the successful proposer waives the right for a modification to rates. County billing fees will be determined by the County and added to the base for residential, commercial, and dumpster rates. The County reserves the right to increase rates or charges to Customers without any increase in compensation to the Contractor.

All fees shall remain fixed from the execution of the contract through expiration.

**Section 704. Landfill Lease Payments**

The successful proposer will be responsible for providing lease payments for the utilization of both landfills. These lease payments will be based on additional fees that the contractor may charge for direct disposal at the landfill facilities. Proposers may structure their lease payment proposal as a percentage of collections or a flat fee, with clear terms to ensure transparency and alignment with the County's financial and operational goals.

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**8. PROPOSAL FORMAT AND CONTENT**

The Proposal must contain ALL of the required paperwork. ALL forms in Appendix E must be completed in their entirety and ALL questions must be answered directly on the form and/or expanded onto additional pages when necessary. References to company brochures and flyers will not be acceptable as an answer. The Proposal must be organized into tabbed and labeled sections in the required order. Refer to the checklist that follows to assist you in your submission.

Required Format of Proposal: Proposals must be organized and submitted in tact with all of the information in tabbed and appropriately labeled sections in the following order:
1. Proposal Cover Sheet
2. Mandatory Forms
3. Proof of Satisfaction of Minimum Requirements
4. Financial Stability
5. Experience
6. Proposed Approach
7. Financial Proposal
8. Brochures, Flyers, Promotional Material

**Section 801. Proposal Cover Sheet**

Proposers shall submit a letter of intent containing a statement that the proposal is a firm offer for one hundred eighty (180) days from the due date. The letter shall include a signature from a representative authorized to legally bind the proposing company.

**Section 802. Mandatory Forms**

Proposers shall complete the following forms:

- Form 1- Statement of Organization
- Form 2- Acknowledgement of Addendums
- Form 3- Declaration
- Form 4- Non-Collusion Affidavit
- Form 5- Conflict of Interest
- Form 6- Compliance with Federal and State Laws
- Form 7- Insurance Requirement Affidavit

**Section 803. Proof of Satisfaction of Minimum Requirements**

**Section 804. Ability to Acquire Performance Bond.**

Proposers shall submit with their qualification package a proof of the ability to acquire a Performance Bond that meets or exceeds the requirements set forth herein. The surety shall be a surety company duly authorized to do business in the State of Texas; having an "A" or better rating by A. M. Best or Standard and Poors; included on the list of surety companies approved by the Treasurer of the United States of America; and acceptable to the County.

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**Section 805. Minimum Experience.**

Proposer shall have a minimum of five (5) years successful experience providing solid waste and landfill management services for a minimum of 2,000 households. For each reference, Proposer shall complete Form 9, which requires the following information:

- a. Name of community and description of services provided, including number of residential units and commercial units.
- b. Contact person, including name, title, phone number, and email address.
- c. Number of years of service and year in which services began.

**Section 806. Financial Stability**

Proposers shall submit the following information related to financial stability:

1. Briefly describe in narrative format the Proposer's financial condition, results of operations for the last two fiscal years including known facts that could affect future performance. If the company is publicly held, it is acceptable to attach the SEC required Management Discussion.
2. Provide audited financial statements for the last two fiscal years. If publicly held, provide financial statements for the local operation that will provide service under this contract. Additionally for publicly held companies, provide SEC 10K filings for the parent organization.
3. Disclose whether Proposer or parent company has ever filed for bankruptcy.

**Section 807. Experience**

**Section 808. Key Personnel Experience.**

Provide a list of personnel in key positions (General Manager Hauling, Dispatcher, Route Supervisor, Maintenance Manager, Office Manager, Customer Service Manager, Public Spokesperson, etc.). For each key personnel, Proposer shall provide the following information:

- d. Description of direct experience in solid waste and recycling services;
- e. List of industry training and certifications;
- f. Office location of personnel; and
- g. Amount of time per week personnel will be dedicated to the County contract.

For positions that are currently unfilled, identify minimum qualifications for that position, office location of personnel, and amount of time per week personnel will be dedicated to the County contract.

**Section 809. Company Experience.**

Briefly describe in narrative format the Proposer's experience that is relevant to this RFP. Proposers shall provide references for other communities for which the Proposer is currently providing similar services. For each reference, Proposer shall complete Form 8.

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**Section 810. Contracts Ended Prior to the Expiration Date.**

Identify any contracts in Texas, Arkansas, Oklahoma, Arizona, Louisiana, New Mexico, and state of Proposer headquarters in the past five (5) years that have ended prior to the expiration date due to any of the following reasons:

- a. Assignment of the agreement to another vendor;
- b. Termination of the agreement;
- c. Mutual agreement with the customer to discontinue service; and/or
- d. Other reason.

**Section 811. Other Performance History Information.**

The Proposer must list any claims against a bid bond or performance bond and the results or any contractual defaults or termination over the last five (5) years in Texas, Arkansas, Oklahoma, Arizona, Louisiana, New Mexico, and state of Proposer headquarters. The Proposer shall also provide a list of all enforcement actions taken against it during the last five (5) years by any regulatory agency such as, but not limited to, the United States Environmental Protection Agency, the Texas Commission on Environmental Quality or any local enforcement agency in Texas, Arkansas, Oklahoma, Arizona, Louisiana, New Mexico, and state of Proposer headquarters. The list shall include name of the regulatory agency and the date of enforcement action. The Proposer shall inform the City if it has had a permit, license, entitlements, or business licenses that have been revoked or suspended in the last five (5) years in Texas, Arkansas, Oklahoma, Arizona, Louisiana, New Mexico, and state of Proposer headquarters.

**Section 812. PROPOSED APPROACH**

**Section 812.01. Overview of Approach to Collection Services.**

Proposer shall provide an overview of the proposed approach for providing the following collection services:

- a. Residential Services
- b. Commercial Services
- c. Roll-off Services
- d. County Services
- e. Special Events

**Section 812.02. Residential Services Collection Route Schedules and Maps.**

Proposer shall include a proposed route schedule and maps for residential services.

**Section 812.03. Overview of Approach to Disposal and Processing Services.**

Proposer shall provide an overview of the proposed approach for disposal of solid waste.

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**Section 812.04. Equipment.**

Proposer shall provide describe the following equipment:

- a. **Collection Vehicles.** The descriptions shall include:
  - i. Make, model, and age of each proposed collection vehicle. Photos of each type of collection vehicle proposed should be included.
  - ii. Number of front line and spare collection vehicles to be used to perform each service.
  - iii. Any future collection equipment to be acquired and a timeline for acquisition of new collection equipment.
  - iv. Number of personnel needed for each collection crew to conduct each service.
  - v. Proposed maintenance program for all collection vehicles used to perform services, including a proposed frequency of cleaning collection vehicles.
- b. **Dumpsters and Roll-offs.** The descriptions shall include, at a minimum, the manufacturer, color, capacities, and logos on the containers. Photos of the proposed dumpsters and roll-offs should be included. Proposer shall provide description of maintenance program for all dumpsters and roll-offs used to perform services, including a proposed frequency of cleaning dumpsters and roll-offs.

**Section 812.05. Customer Service Policies and Procedures.**

Proposers shall include a description of customer service policies and procedures. Proposers shall include the following:

- a. Description of customer complaint resolution procedures including customer follow-up to ensure complaint is resolved to customer's satisfaction.
- b. Description of missed collections resolution procedures including ensuring missed collections are resolved in accordance with the RFP.
- c. Proposed customer call center information including number of customer service personnel, turn-around time on customer service center location, customer service phone policies, a contingency plan in case of a strike and any other pertinent and applicable information.

**Section 812.06. Customer Billing Policies and Procedures.**

Proposer shall describe the policies and procedures to be used for billing services to be performed by the successful proposer (i.e. Roll-off Services). Provide a detailed description of your customer billing program, including billing cycles, collection policy and practices.

**Section 812.07. Disaster Management Plan.**

Disasters resulting in significant volumes of debris may occur in the County. Timely removal of this material is crucial and expected of the successful Proposer. Describe in detail the proposed response to disasters. Include timelines to deploy labor and equipment; staging areas; utilization of subcontractor services; anticipated volumes that could be collected per day; etc.

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**Section 812.08. Transition Plan.**

Proposer shall describe its proposed strategies to ensure a smooth transition from the current provider (County) to the successful Proposer. The proposed transition plan is of critical importance to the County. In the transition plan, Proposer must describe the following:

- a. Individual or group of individuals that will oversee the execution of the transition plan.
- b. Proposed approach, including equipment, personnel, and schedule, for delivering equipment (carts, dumpsters, compactors, etc.) to customers. Proposers shall also describe how the delivery of equipment will be conducted in coordination with the removal of the existing equipment used by the customers.
- c. Detailed schedule for the transition.
- d. Proposed strategies for customer communication regarding the transition of service providers.
- e. Proposal for possible retainment of current staff.

**Section 813. Financial Proposal.**

Proposer shall complete Form 10- Financial Proposal.

**Section 814. Brochures, Flyers, Promotional Material.**

Proposer shall provide any additional brochures, flyers, promotional information, etc. for the County's consideration.

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**Appendix A: Definitions**

Terms defined herein and their derivations shall have the meanings as set forth in herein.

**Bulky Waste:** Bulky Waste shall mean solid waste composed of materials not easily contained in a cart such as, but not limited to white goods, furniture, yard trimmings, large electronics, and other oversized solid waste.

**Business Day:** Business day shall mean any day, Monday through Friday, from 8:00 AM, Mountain Time until 5:00 PM, Mountain Time, which is not a holiday designated as such in the contract.

**County:** County shall mean the Hudspeth County, Texas.

**County Facility:** County facility shall mean any County owned or operated facility designated by the County Commissioners as a County facility to receive County services. The County has the sole authority to add or eliminate County facilities to receive County services.

**Collect or Collection:** Collect or Collection shall mean the act of removing solid waste, including bulky waste, for transport to a disposal site.

**Commercial Service Unit:** Commercial Service Unit shall mean all establishments other than residential service units within the County limits.

**Compactor:** Compactor shall mean a mechanical unit that receives, compacts and reduces the volume of solid waste materials.

**Container:** Container shall mean dumpsters and roll-offs.

**Contract:** Contract shall mean this Request for Proposals, Instructions to Bidders, Contractor's Proposal, Contract Specifications, the Contract, Performance Bond or Letter of Credit and any addenda or changes to the foregoing documents agreed to by the County and the contractor.

**Contractor:** Contractor shall mean the individual, firm, partnership, joint venture, corporation, or association performing the services under the contract with the County.

**County Administrator:** County Administrator, shall mean the County Judge, County Administrator, or their designee, designated by the County to administer and monitor the provisions of the contract.

**Disaster Debris:** Disaster debris shall mean any waste materials including building materials, sediments, vegetative debris, personal property, and other materials resulting from a disaster. Disaster debris may be generated by any sector affected by a disaster (e.g., households, businesses, government, etc.)

**Disposal:** Disposal shall mean the deposition, injection, dumping, spilling, leaking or placing of solid waste into or on the land or water dispose or disposal: Dispose or disposal shall mean the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste or hazardous waste (whether

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containerized or un-containerized) into or on any land or waterso that such solid waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater. Contractor shall dispose of materials at a disposal site.

**Disposal Site:** Disposal site shall mean a landfill or other solid waste management facility permitted under all applicablelocal, state, and federal laws and regulations for disposal of solid waste.

**Dumpster:** Dumpster shall mean a metal receptacle with a tight-fitting lid and a minimum capacity of approximately two cubic yard, a maximum capacity of eight (8) cubic yards, and designed to be lifted and emptied mechanically. Contractor shall provide dumpsters to customers.

**Processing Facility:** Processing Facility shall mean a facility permitted under all applicable local, state, and federal lawsand regulations for processing of recyclable materials and/or program household hazardous waste and electronics.

**Residential Unit:** Residential Unit shall mean dwelling as defined by Hudspeth County Commissioners.

**Roll-off:** Roll-off shall mean a metal receptacle with a minimum capacity of approximately twenty (20), a maximum capacity of forty (40) cubic yards, intended for high-volume generation of solid waste, and designed to be transported to a disposal site by loading of receptacle onto rear of transporting vehicle. Contractor shall provide roll-offs.

**Special Events:** Special Events shall mean events sponsored in whole or in part by the County, or conducted within the Countyand sponsored privately, which include, but are not limited to, fairs, bazaars, socials, picnics and organized sporting events.

**Set-out:** Set-out shall mean material(s) placed by a customer for collection by contractor.

**Solid Waste:** Solid Waste shall mean garbage, rubbish, refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or containedgaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:

- a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
- b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill isto make the land suitable for the construction of surface improvement;
- c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code,§91.101, unless the waste, substance, or material results from activities associated withgasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 et seq.); or
- d) Unacceptable waste.



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**Unacceptable Set-out:** Unacceptable Set-out shall mean a Set-out for Collection that does not comply with the requirements of the Agreement.

**Unacceptable Waste:** Unacceptable Waste shall mean any solid waste, the acceptance and handling of which by contractor would cause a violation of any permit or regulatory requirement, including, but not limited to, untreated Medical Waste, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit.

**White Goods:** White Goods shall mean all major appliances, such as washers, dryers, refrigerators, freezers, stoves, dishwashers, hot water tanks, and trash compactors and other items of similar weight, material, size and nature.

**Yard Trimmings:** Yard Trimmings shall mean any cuttings or trimmings from trees, shrubs, or lawns, and similar materials.

**Hudspeth County  
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**Appendix B: Current County Facilities**

<b>LOCATION</b>	<b>DESCRIPTION</b>	<b>ADDRESS</b>	<b>SERVICE</b>
Fort Hancock	Road & Bridge PCT 1 Facility	1005 S Knox Ave, Fort Hancock, TX	1 - 3CY Dumpster
Fort Hancock	Community Center	561 S Knox Ave, Fort Hancock, TX	Varies
Fort Hancock	Municipal Office	1419 N Knox Ave, Fort Hancock, Tx	1 - 3CY Dumpster
Sierra Blanca	Sheriff's Office	525 N Wilson, Sierra Blanca, TX	1 - 3CY Dumpster
Sierra Blanca	Hudspeth County Court House	109 Millican St, Sierra Blanca, TX	3 - 3CY Dumpster
Sierra Blanca	Pete Colmenero Park	109 Millican St, Sierra Blanca, TX	3 - 3CY Dumpster
Sierra Blanca	Jail Impound	525 N Wilson St, Sierra Blanca, TX	1 - 3CY Dumpster
Sierra Blanca	County Barn	205 W Brown, Sierra Blanca, TX	1 - 3CY Dumpster
Sierra Blanca	Road & Bridge PCT 2 Facility	501 W Galveston, Sierra Blanca, TX	Varies
Dell City	JP4 Office/Sheriff Sub Station	200 S Main, Dell City, TX	Varies
Desert Haven	Road & Bridge PCT 3 Facility	101 S Loma Linda Desert Haven, TX	Varies

**Hudspeth County**  
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**Appendix C: Forms**

**Form 1: Statement of Organization**

1. **PROPOSER**

Full Name of Business: \_\_\_\_\_

Principal Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Principal Phone

Number: Local

Business Address:

=====

Local Business Contact Person: \_\_\_\_\_

Local Business Phone: \_\_\_\_\_

Local Business Fax: \_\_\_\_\_

Local Business E-Mail: \_\_\_\_\_

Type of Organization: \_\_\_\_\_

Tax ID #: \_\_\_\_\_

License #: \_\_\_\_\_

Provide names of authorized representative(s) of the Proposer who has legal authority to bind the Proposer in contractual obligations:

(a) \_\_\_\_\_

(b) \_\_\_\_\_

(c) \_\_\_\_\_

2. **SUBCONTRACTOR**

List of all firms participating in this submittal.

Name	Address	Area of Responsibility
------	---------	------------------------

(a)	_____	_____
-----	-------	-------

(b)	_____	_____
-----	-------	-------

(c)	_____	_____
-----	-------	-------

(d)	_____	_____
-----	-------	-------

**Hudspeth County**  
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**Form 2: Acknowledgement of Addendums**

Proposal for Solid Waste Collection Disposal and Recycling Services, RFP #2025-01

Due: 4:00 pm, MST, February 18, 2025

Estimated Award Date: TBD- Proof of capability to obtain performance bond due with sealed proposal Performance & Payment Bonds: REQUIRED UPON AWARD (Section 1260).

The Proposer acknowledges receipt of the following Addendums to the solicitation:

Addendum Number	Date

This Proposal reflects our best estimates, and/or actual costs as of this date, and conforms to the requirements provided in the County Proposal package. By submitting this Proposal, the Proposer grants the County the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the Proposal. The County shall have the right to make such investigations as deemed necessary to determine the ability of the Proposer to perform the services required. Upon request by the County, the Proposer shall furnish and certify all such supporting data and information that the County may request to demonstrate the Proposer's qualifications.

The Proposer also agrees that the price to the County, including profit or fee, may be, at the option of the County, adjusted to reduce the price to the County to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Proposer.

This response is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation. This Proposal is not submitted in conformity with any agreement or understanding with any Proposer to submit a false or sham Proposal. Proposer has not sought by collusion to submit a false to obtain for itself or any other Proposer, an advantage over any other Proposer or over Hudspeth County, Texas.

In submitting this Proposal, the undersigned agrees that no Proposal may be withdrawn for a period of four (4) months after the date of receipt of Proposals, and that all Proposals shall be valid for this entire period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by the County.

**Hudspeth County**  
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Please Check the appropriate box:

☐ Corporation      ☐ Partnership      ☐ Sole Proprietor      ☐ Unincorporated

Include either:

Social Security Number: \_\_\_\_\_

Federal Taxpayer Number: \_\_\_\_\_

Name of Firm	Phone
Address	Fax
Type or Print Name and Title of Qualified Proposer	Attest:
Signature of Qualified Proposer:  Date:	Corporate Seal

**Hudspeth County**  
**RFP # 2025-01**

**Form 3: Declaration**

The undersigned, as Proposer, declares that the only persons/entities interested in this Proposal are those named herein, that no other person/entity has any interest in this Proposal or in the Contract for services to which this Proposal pertains, that this Proposal is made without connection or arrangement with any other person/entity and that this Proposal is in every aspect fair, in good faith, and without collusion or fraud.

The Proposer further declares that he has complied in every respect with all requirements of this RFP, that he has read all appendices and has satisfied themselves fully relative to all matters and conditions with respect to the services to which the Proposal pertains.

The Proposer states that this Proposal is based upon the Request for Proposal documents and appendices.

Firm/Corporation: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

**Hudspeth County**  
**RFP # 2025-01**

**Form 4: Non-Collusion Affidavit**

STATE OF Texas:

COUNTY OF: \_\_\_\_\_

I state that I am \_\_\_\_\_ of \_\_\_\_\_ (Name of firm) and that I am authorized to make this affidavit on behalf of said firm, and its owners, directors, and officers. I am the person responsible in said firm for the price(s) and the amount of this Response.

I state that:

1. The price(s) and amount of this Response have been arrived at independently and without consultation, communication or agreement with any other contractor, Respondent or potential Respondent.

2. Neither the price(s) nor the amount of the Response, and neither the approximate price(s) nor approximate amount of this response, have been disclosed to any other firm or person who is a Respondent or potential Respondent, and they will not be disclosed before opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from responding on this agreement, or to submit a Response higher than this Response, or to submit any intentionally high or noncompetitive Response or other form of complementary Response.

4. The Response of said firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5. \_\_\_\_\_ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows:

I state that \_\_\_\_\_ (Name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the City in awarding the agreements for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Anna of the true facts relating to the submission of Responses for this agreement. I understand and said firm understands that any fraudulent concealment will allow the City to pursue all applicable remedies at law or equity included, but not limited to, the right to reject this Response.

\_\_\_\_\_ Sworn to and Subscribed before me

Signature

This \_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Name

\_\_\_\_\_(Notary Public)

Company Position: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Hudspeth County**  
**RFP # 2025-01**

**Form 5: Conflict of Interest**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code went into effect which 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 County Judge's Office of Hudspeth County, Texas not less than the 7<sup>th</sup> business day after the person becomes aware of facts that require the statement to be filed.

A recent amendment to this state law that went into effect on August 1, 2007 now allows for two changes to the original statute:

The Conflict of Interest Questionnaire only needs to be filled out and returned with your bid if you or your company are aware of a conflict, and if the amount of the conflict exceeds \$2,500

It is the responsibility of every vendor filling out and returning this bid to determine if there is a conflict meeting the parameters listed above. If so, Hudspeth County, Texas requires this Questionnaire be completed and turned in with your bid. If there is no conflict, or if the amount of the conflict is less than \$2,500, then you are not required to submit the Questionnaire with your bid.

See Section 176.006, Local Government Code which reads "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."



# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **Form 6: Compliance with Federal and State Laws**

### **CERTIFICATION OF ELIGIBILITY**

By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the City of Anna Public Works Agent. Failure to do so may result in terminating this contract for default.

### **DISCLOSURE OF INTERESTED PARTIES**

By submitting a bid or proposal in response to this solicitation, the bidder/proposer agrees to comply with H.B. 1295, Government Code 2252.908. Bidder/proposer agrees to provide Hudspeth County, and/or requesting department, the "Certificate of Interested Parties," FORM 1295 as required, with in ten (10) business days from notification of award, renewal, amended or extended contract. Visit [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) for more information.

---

Authorized Signature

### Form 7: Insurance Requirement Affidavit

This Form to be completed by Appropriate Insurance Agent

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified bidder. If the below identified bidder is awarded this contract by the City, I will be able, within ten (10) days after the bidder is notified of such award, to furnish a valid insurance certificate to the City meeting all of the requirements contained in this bid document.

Signature of Agent \_\_\_\_\_

Print or Type Agent's Name \_\_\_\_\_

\_\_\_\_\_  
Name of Insurance Carrier

\_\_\_\_\_  
Address of Insurance Agency

\_\_\_\_\_  
City/State

\_\_\_\_\_  
Phone number where agent can be reached

\_\_\_\_\_  
Facsimile (Fax) number where agent can be reached

\_\_\_\_\_  
Bidder's Company or Corporation Name

SUBSCRIBED AND SWORN to before me by the above named on this the

\_\_\_\_\_ Day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary public in and for the State of \_\_\_\_\_

#### Note to Agent & Bidder:

Refer to "L. REQUIRED INSURANCE AND INDEMNITIES" for coverage amounts etc.  
If the ten day time requirement is not met, the County reserves the right to declare this proposer non-responsible and award the contract to the next low bidder meeting specifications. If you have any questions concerning these requirements, please contact the County Judge's Office, Oralia Sarinana at osarinana@co.hudspeth.tx.us

### Form 8: Reference

Proposer Name: \_\_\_\_\_

Experience Information:

Name: \_\_\_\_\_

Location:

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

### Experience Overview:

Dates of Service:

Residential Units:

Commercial Units:

Additional Experience/Project Description:

### Form 9: Financial Proposal

All fees proposed in Forms 9 are proposed on a year-to-year basis up to five (5) years. Proposers may identify any discounts available if the County elects a five (5) year initial contract term. County billing fees will be determined by the County and added to the base for residential, commercial, and dumpster rates. The County reserves the right to increase rates or charges to Customers without any increase in compensation to the Contractor.

#### Form 9.1: Solid Waste and Recycling Services for Residential Units

Description	Proposed Monthly Fee per Residential Unit
<b>Solid Waste Services</b>	
Solid Waste Collection Services 1x per Week	per month

1. Includes all costs, other than purchase, such as, but not limited to, assembly, initial distribution, storage, repairs, replacements, subsequent distribution of dumpsters, and other dumpster responsibilities.
2. Proposed fee includes once per week collection and twice per week collection
3. Includes disposal.
4. If wishing to provide different size dumpsters, include proposed fee for each different size.

**Form 9.2: Proposed Monthly Collection Fees for Solid Waste Services for Commercial Units via Dumpster, Roll-Off or Vertical Compactor**

Type and Size	Weekly Collection Frequency						
	1	2	3	4	5	6	7
Cart							
2 CY Dumpster							
3 CY Dumpster							
4 CY Dumpster							
6 CY Dumpster							
8 CY Dumpster							
2 CY Vertical Compactor							
4 CY Vertical Compactor							
6 CY Vertical Compactor							
8 CY Vertical Compactor							

1. Includes disposal.
2. Includes all dumpster, roll-off, and compactor costs excluding compactor rental costs negotiated between vendor and customer and any fees.

**Form 9.3: Proposed Collection Fees for Extra Pick Ups for Solid Waste Services via Dumpster and Vertical**

**Compactor**

<b>Type and Size</b>	<b>Fee (Per Pickup)</b>
2 CY Dumpster	
3 CY Dumpster	
4 CY Dumpster	
6 CY Dumpster	
8 CY Dumpster	
2 CY Vertical Compactor	
4 CY Vertical Compactor	
6 CY Vertical Compactor	
8 CY Vertical Compactor	

1. Proposed fee includes disposal.

**Form 9.4: Proposed Fees for Solid Waste Services via Roll-off**

<b>Roll-off Type and Size</b>	<b>Container Rental Fee  (Per Month)</b>	<b>Initial Delivery Fee  (One-time)</b>	<b>Collection Fee (Per Pull)</b>	<b>Disposal Fee (Per Ton)</b>
20 CY Roll-off				
30 CY Roll-off				
40 CY Roll-off				

1. Identify other Roll-off types and sizes to be provided, including proposed fees, if awarded the Contract.

### Form 11: Financial Proposal – Landfill Rates & Lease Fees

In addition, the County requests proposers to provide direct landfill disposal rates for compacted and non-compacted rates, and single item disposals. Included below are the minimum items. Proposers should include as many items as possible that may benefit the residents of Hudspeth County and assist with the deterrence of illegal dumping.

DESCRIPTION	PROPOSED RATE
COMPACTED -PER TON	
NON-COMPACTED -PER TON	
SINGLE ITEM DISPOSAL	
RECLINER/CHAIR	
COUCH	
MATRESS – VARIOUS SIZES	
BOX SPRING – VARIOUS SIZES	
WATER HEATER	
STOVE	
WASHER	
DRYER	
DISHWASHER	
REFRIGERATOR (MUST BE TAGGED)	
FREEZER (MUST BE TAGGED)	
AC UNIT (MUST BE TAGGED IF UNIT UTILIZES REFRIGERANT)	

### PROPOSED LEASE FEES

Category	Option	Details/Proposed Amount	Additional Notes
<b>Lease Payment Structure</b>	Percentage of Collections	____ %	Specify percentage and methodology for calculation.
	Flat Fee	\$ _____	Indicate flat fee amount and payment frequency.
<b>Payment Schedule</b>	Quarterly/Monthly (circle one)		Indicate preferred payment schedule.
<b>Additional Terms</b>	Specify any other lease payment terms or conditions.		Attach supporting documentation if applicable.

#### Instructions for Completion:

1. Fill in all applicable fields with proposed amounts and details.
2. For percentage-based proposals, provide a clear explanation of the calculation methodology.
3. Attach supporting documents, if necessary, to clarify any additional terms or conditions.