

Request for Proposal (RFP) – Solid Waste Services

Cover Letter

01/09/26

Dear Providers:

Attached is a copy of Rusk County's Request for Proposal ("RFP") for Solid Waste Service. Multiple contracts may be awarded as a result of this solicitation.

The submission requirements for this RFP are also included on the attached Request for Proposal (RFP) form. Please submit the RFP to:

Reagan McCauley, Rusk County Auditor
115 N Main St, Rm. 103
Henderson, TX 75652

The deadline for submission of this RFP is January 27th, 2026 at 9:00 a.m. It is the responsibility of the submitting entity to ensure that the RFP is received in a timely manner. RFPs received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting provider. Rusk County reserves the right to negotiate with any and all service providers submitting timely RFPs.

Rusk County is an Affirmative Action/Equal Opportunity Employer, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit RFPs.

Sincerely,

Reagan McCauley,
County Auditor

Request for Proposals (RFP) for Solid Waste Service

The following are the required elements of this request for proposal. Information regarding this request for proposal can be provided by contracting the person listed as the Sole Point of Contact in item 5.

1. Consideration of Award

To be considered for award, respondents must adhere to the required information and documentation as set forth in this solicitation.

2. Schedule of Events

Note: All dates are tentative, and Entity reserves the right to change these dates at any time. At the sole discretion of the Entity events listed in the Schedule of Events are subject to scheduling changes and cancellation. The Entity will make public any changes to stated.

EVENT	DATE/TIME
Solicitation Release Date	01/11/2026
Deadline for Submitting Questions	01/20/26 at 5:00 p.m. Central Time
Deadline for submission of Solicitation Responses [NOTE: Responses must be <u>RECEIVED</u> by the County by the deadline.]	01/27/2026 at 9:00 a.m. Central Time
Anticipated Notice of Award	01/27/2026

3. Changes, Amendment or Modification to Solicitation

The Entity reserves the right to change, amend or modify any provision of this solicitation, or to withdraw this solicitation, at any time prior to award, if it is in the best interest of the Entity and make public any changes, amendment, or modification.

4. Informalities

The Entity reserves the right to waive minor informalities in a solicitation response if it is in the best interest of the Entity. A “minor informality” is an omission or error that, in the Entity’s determination if waived or modified when evaluating solicitation responses, would not give a respondent an unfair advantage over other respondents or result in a material change in the solicitation response or solicitation requirements.

5. Sole Point of Contact

All requests, questions, or other communication about this solicitation shall be made in writing to the Entity, addressed to the person listed below (Sole Point of Contact). Additionally, a phone number is provided for purposes such as instructing a potential respondent through matters referenced in this solicitation. Communications via telephone are not binding.

Respondents seeking to contact the Sole Point of Contact should do so via e-mail or telephone in order to receive updated contact information.

Name	Patty Sullivan
Title	Admin Assistant, Commissioners' Office
Phone	903-657-0326
Email	psullivan@ruskcountytexas.gov

6. Questions

The Entity will allow written questions and requests for clarification of this solicitation. Questions must be submitted in writing and sent by U.S. First Class mail or email to the Point of Contact listed in the Solicitation above. Respondents' names will be removed from questions in any responses released. Questions shall be submitted in the following format. Submissions that deviate from this format may not be accepted:

- a. Page, if applicable
- b. Paragraph Number, if applicable
- c. Text of passage being questioned
- d. Question

Note: Questions or other written requests for clarification must be received by the Point of Contact by the deadline set forth in the solicitation. However, Rusk County, at its sole discretion, may respond to questions or other written requests received after the deadline. Please provide company name, address, phone number; fax number, e-mail address, and name of contact person when submitting questions.

7. Responses

Responses to questions or other written requests for clarification may be posted on the Entity website or sent to Respondents via email. The Entity reserves the right to amend answers prior to the deadline of solicitation Responses. Amended answers may be posted on the Entity website. It is respondent's responsibility to check the Entity website or contact the Point of Contact for updated responses. The Entity also reserves the right to decline to answer any question or questions or to provide a single consolidated response of all questions they choose to answer in any manner at the Entity's sole discretion.

8. Solicitation Response Submission and Delivery

Solicitation responses must be received at the address indicated below and be time-stamped or otherwise acknowledged by the Entity no later than the date and time specified in the Schedule of Events.

The Entity will not be held responsible for any solicitation response that is mishandled prior to receipt by the Entity. The Entity will not be responsible for any technical issues that result in late delivery, inappropriately identified documents, or other submission error that may lead to disqualification (including substantive or administrative) or nonreceipt of the respondent's response.

9. Delivery

Respondents must deliver solicitation responses by one of the methods below. Solicitation responses submitted by any other method will NOT be considered.

U.S. Postal Service or Overnight/Express Mail	Hand Delivery
115 N Main St. Rm 103 Henderson, TX 75652	115 N Main St. Rm 103 Henderson, TX 75652

NOTE: All solicitation responses become the property of Entity after submission and will not be returned to respondent. It is the respondent's responsibility to appropriately mark and deliver the solicitation response to the Entity by the specified date. A U.S. Postal Service (USPS) postmark or round validation stamp; a mail receipt with the date of mailing, stamped by the USPS; a dated shipping label, invoice of receipt from a commercial carrier; or any other documentation in lieu of the on-site time stamp WILL NOT be accepted.

10. Summary of Work Specifications

The tenure of this Contract will be for one (1) year commencing the date of award with (2) two additional (12) twelve-month extensions. These extensions will be based on the discount remaining the same for the extended period, the mutual acceptance for the continuation of the contract and upon budget appropriation.

Must provide 24-hour contact phone number. Pickup and delivery should be within 48 hours of notification. State response time for pickup and delivery.

The following minimum size receptacles are required by specific locations:

- 1. Carlisle**
2- 40 yd. roll offs
1- 42 yd. compactor
- 2. Laneville**
2 - 40 yd. roll offs
1 - 42 yd. compactor
- 3. Mt. Enterprise**
2 - 40 yd. roll offs
1 - 42 yd. compactor
- 4. Tatum**
2 - 40 yd. roll offs
1 - 42 yd. compactor
- 5. Laird Hill**
2 - 40 yd. roll offs
1 42 yd. compactor
- 6. Oakhill**
2- 40 yd. roll offs
1- 42 yd. compactor

Charges must be stated clearly on proposal. Other options should be on a separate page.

1. Quantities indicated in the bids, proposals or quotations are estimated based upon the best available information. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustment in bid price.
2. The bid proposal, or quotation award shall be based on, but not necessarily limited to, the following factors:
 - a. Unit price
 - b. Total bid price
 - c. Delivery date
 - d. Rusk County's experience with the products bid
 - e. Contractor's past performance record with Rusk County
 - f. Contractor's safety record
 - g. Rusk County's evaluation of the contractor's ability
3. Whenever an article or material is defined by describing a proprietary product or by using the name of the manufacturer, the term "OR EQUAL", if not inserted shall be implied unless otherwise indicated by "NO SUBSTITUTIONS". The specified article or material shall be understood as descriptive, not restrictive. In case the unit price of an item differs from the extended price for the quantity bid, the unit price shall govern.
4. The Contractor shall be considered an Independent Contractor and not an agent, servant, employee, or representative of the County in the performance of the work. No term or provision, hereof, or act of the Contractor shall be construed as changing that status.
5. The Contractor shall defend, indemnify, and save whole and harmless the County and all its officers, agents and employees from and against all suits, actions, or claims of the character, name and description brought for or on account of any injuries or damages (including but not restricted to death" received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Contractor in the execution or performance of the Contract.
6. The Contractor agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate City, Rusk County or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
7. The Contractor shall obtain from the appropriate City, Rusk County or State of Texas, the necessary permit(s) required by the ordinances of the City, County or State, for performance of the work.
8. The Contractor shall not sell, assign, transfer or convey the Contract in whole or in part, without the prior written consent of the County.
9. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such had never been contained herein.
10. The parties herein agree that this Contract shall be enforceable in Rusk County, Texas and if legal action is necessary to enforce it, exclusive venue shall lie in Rusk County, Texas.

11. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable Federal Laws.

12. Bids, proposals, or quotations may be withdrawn any time prior to the official opening. Alterations made before opening time must be initiated by bidder guaranteeing authenticity. Bids may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation and formal approval of the Commissioners' Court.

13. This Contract embodies the complete agreement of the parties hereto, superseding all oral or written or previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

14. Funding Clause: Rusk County intends to make all payments required to be made under this Agreement. However, in the event, through no action initiated by End User, its legislative body does not appropriate funds for the continuation of this agreement for any fiscal year after the current fiscal year and it has no funds to from other sources to continue this Agreement, the Agreement may be terminated. To affect the termination of this Agreement, Rusk County shall, thirty days prior to the beginning of the fiscal year for which its legislative body does not appropriate funds, send written notice stating that funds have not been appropriated for the next fiscal year. The Contractor will submit a final invoice and coordinate with Rusk County to revoke all property belonging to said Contractor as soon as possible. The final invoice will be verified and approved by the Commissioners' Court. Thereupon, Rusk County will be released from its obligation to make all further payments.

15. Insurance Requirements: Rusk County, Texas requires the following insurance coverage for contractors doing business with Rusk County:

- a. Workers' Compensation insurance with \$5000,000.00 Employer Liability limits under Coverage B (no deductible)
- b. General Liability insurance with limits of \$1,000,000.00 per occurrence/aggregate, including products and completed operations coverage
- c. Auto Liability limits \$1,000,000.00
- d. County named as "*additional insured*" not "*additional named insured*"
- e. Deductible shall be \$5,000.00 or less on each of the above listed coverage

Contractor must provide a certificate of insurance conforming to the above listed requirements or a statement from his insurance carrier certifying that required coverage shall be obtained by contractor within (10) days of formal award of a contract. In cases where a certification letter from an insurance carrier is attached to the bid in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force prior to any performance of any duties outlined in the contract.

16. Rusk County is exempt from Federal excise and State sales taxes, ad valorem taxes and personal property taxes; therefore, tax must not be included in bid, proposal or quotations tendered. Bid prices offered must be complete and all-inclusive. Rusk County will not pay additional taxes, surcharges or other fees not included in bid prices.

17. Rusk County expressly reserves the right to accept or reject in part or in whole any bid, proposal or quotations, submitted, and to waive any technicalities or formalities, considered to be in the best interest of Rusk County.

18. Bonds may be required in accordance with State Statutes.
19. Contractor affirms that they are duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid, proposal or quotation in collusion with any other party, and that the contents of this bid, proposal or quotation as to prices, terms or conditions have not been communicated by the undersigned nor by any employee or agent to any other contractor or to any other person(s) engaged in this type of business prior to the official opening of this bid, proposal or quotation. And further, that the manager, secretary or other agent or officer signing this bid, proposal or quotation is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

MINORITY BUSINESS: Rusk County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process.

EXHIBIT B - Insert Certificate of Insurance

(Supplied by Proposal Responder/Bidder i.e. Vendor)

EXHIBIT C - Conflict of Interest Questionnaire – Form CIQ

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.008, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY Date Received
1 Name of vendor who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> 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 is being disclosed.		Name of Officer
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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 or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with 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.		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7		Signature of vendor doing business with the governmental entity _____ Date _____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - ***
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.