



**REQUESTS FOR PROPOSAL (RFPs) 2025-5-10
RESIDENTIAL AND COMMERCIAL SOLID WASTE
COLLECTION AND DISPOSAL SERVICES**

The City of Pinehurst is now accepting sealed proposals for Residential and Commercial Solid Waste Collection and Disposal Services. Interested parties may obtain a bid packet from the Public Notice section of the City's website, www.cityofpinehursttexas.com or in person at the Pinehurst City Hall.

DEADLINE: Sealed proposal submittals must be received by 12:00 p.m., Thursday, May 29, 2025, by the City Manager's office at City Hall. Proposals received after the deadline stated herein will not be opened and shall be considered void and unacceptable.

MARK ENVELOPE: Residential and Commercial Solid Waste Collection and Disposal Services RFP 2025-5-10.

DELIVERY ADDRESS: Please submit one (1) marked original, three (3) exact copies of your complete proposal in a sealed envelope to the following address:

City of Pinehurst
Attn: City Manager
2497 Martin Luther King
Orange, Texas 77630
Monday-Thursday: 7:00 a.m. to 5:30 p.m.

POINT OF CONTACT: All inquiries regarding specifications of this RFP should be directed to Jerry Hood, City Manager, at jhood@cityofpinehurst.com.

Communication with other City officials and/or employees are prohibited during the time of the RFP process and may subject the proposal to immediate disqualification. The City of Pinehurst reserves the right to reject all proposals, to waive irregularities, and to accept the proposal deemed the most advantageous to the City.

CITY OF PINEHURST
Request for Proposal 2025-5-10
For Residential and Commercial Solid Waste
Collection and Disposal Services

SECTION I:

INSTRUCTIONS TO CONTRACTORS

1. PROJECT OVERVIEW

The City of Pinehurst (the “city”) is a General Law City, with a population of approximately 2,226. The city encompasses approximately 2 square miles and is located within Orange County.

The city’s current contract for solid waste and disposal services expires on September 30, 2025. The city is seeking proposals from qualified proposers interested in providing solid waste collection and disposal services for residential and commercial businesses.

The following table is an estimate showing the quantity of accounts to be serviced:

DESCRIPTION	QUANTITY
Residential One Polycart Service	452
Residential Two Polycart Service	189
Light Commercial One Polycart Service	30
Light Commercial Two Polycart Service	5
Dumpster 2-yard	23
Dumpster 4-yard	22
Dumpster 6-yard	18
Dumpster 8-yard	22
Dumpster 10-yard	6
Roll-Off 40-yard (For City Use)	2
Roll Off 20-yard (For City Use – Sludge)	2

2. SCOPE OF WORK

The contractor shall provide, in a good skillful manner, the services called for and described herein which shall consist of all supervision, equipment, labor, and all other items necessary to provide the city with complete said work.

3. PROPOSAL SECURITY

Each proposal must be accompanied by a bond or a certified check of the Contractor, drawn on a bank or legal lending institution, covered by FDIC in an amount equal to fifteen thousand dollars (\$15,000.00), as a guarantee on the part of the Contractor that will, if called upon to do so, accept and enter into a contract on the attached form (or such form as may mutually be agreed upon by the city and the selected Contractor which addresses all the material provisions of the proposals and response thereto), to perform the work covered by such proposal and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned within (90) days after the city and the selected Contractor has executed the contract. The surety bond shall be a duly authorized corporate surety authorized to do business in the State of Texas.

4. EVIDENCE OF INSURANCE

The Contractor will indemnify and save harmless the city, its officers, and employees from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the Contractor in the performance of this contract. The city will not be responsible for negligence of Contractor, or any of its agents, employees, or customers.

The contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in conjunction with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the city before commencement of work hereunder. The city shall be listed as an additional insured on all insurance certificates.

Minimum Limits of Insurance:

Type of Coverage	Minimum Limits of Coverage
Worker's Compensation	As required by law and shall cover all employees, including drivers.
Employer's Liability	\$500,000.
Bodily Injury Liability	\$1,000,000. Each Person

(Except Automobile)	\$1,000,000. Each Occurrence
Property Damage Liability (Except Automobile)	\$1,000,000. Each Occurrence \$2,000,000. Aggregate
Automobile Bodily Injury Liability	\$1,000,000. Each Person \$1,000,000. Each Occurrence
Automobile Property Damage Liability	\$1,000,000. Each Occurrence
Excess Umbrella Liability	\$5,000,000. Each Occurrence

5. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT

The contract shall be deemed as having been awarded when the city provides formal notice of award to the contractor through written communication.

The Contractor to whom the contract shall have been awarded will be required to execute two (2) copies of the contract as may mutually be agreed upon by the city and the selected Contractor and to furnish insurance certificates, all as required. In case of refusal or failure to do so within twenty (20) days after the receipt of formal notice of award, Contractor will be considered to have abandoned all rights and interests in the award, the Contractor's proposal security may be declared forfeited to the city as liquidated damages and the award may then be made to the next best qualified Contractor or the work re-advertised for proposals as the city may elect. Such forfeited security shall be the remedy for the city.

6. SECURITY FOR FAITHFUL PERFORMANCE

A letter shall accompany the proposal from a corporate surety satisfactory to the city stating that the performance bond will be furnished by it to the person submitting the proposal in the event he is the successful Contractor. Such a letter is to be signed by an authorized representative of the surety, together with a certified and effectively dated copy of the power of attorney attached thereto.

The successful Contractor will be required to furnish a performance bond as security for the faithful performance of this contract on an annual basis during the term of the contract. Proof of the bond renewal must be received by the city prior to October 1st of each contracted year. Said performance bond must be in an amount of 50% of the annual contract value.

The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas.

7. POWER OF ATTORNEY

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

8. CONDITIONS

Each Contractor shall fully acquaint themselves with conditions relating to the scope and restrictions attending the execution of the work under the contract. Contractors shall thoroughly examine and be familiar with the general specifications.

It is also expected that the Contractor will obtain information concerning the conditions at locations that may affect its work.

The failure or omission of any Contractor to receive or examine any form, instrument, addendum, or other document, or to acquaint himself with conditions existing, shall in no way relieve them of any obligations with respect to the proposal or to the contract. The city shall make all such documents available to the Contractors.

Except with respect to events or conditions, which are not discoverable, the Contractor shall make their own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions they may encounter or create, without extra cost to the city.

The Contractor's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full in the contract.

9. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Contractor shall be requested of the City Manager and if explanations are necessary, a reply shall be made in either verbal or written form. Any addendum or explanation will be immediately forwarded to each Contractor.

Addendums issued to prospective Contractor's prior to date of receipt of proposals shall become a part of the contract documents, and all proposals shall include the work described in the Addendum.

All such interpretations and any supplemental instructions will be in the form of written Addendums, which, if issued, shall be posted under the public notice section of the city's website no later than five (5) days prior to the date fixed for the opening of proposals.

10. NAMES, ADDRESS, AND LEGAL STATUS OF THE CONTRACTOR

The proposal must be properly signed in ink and the address of the Contractor given. The legal status of the Contractor, whether corporation, partnership, or individual, shall also be stated in the proposal. A corporation shall execute the proposal by its duly authorized officers in accordance with its corporation by law and shall also list the state in which it is incorporated. A partnership Contractor shall give full names and addresses of all partners. Partnership and individual Contractors will be required to state in the proposal the names of all persons interested therein.

The place of residence of each Contractor, or the office address in the case of a firm or company, with county and state and telephone number, must be given after their signature.

If the Contractor is a joint venture consisting of a combination of any or all the above entities, each joint venture shall execute the proposal.

11. COMPETENCY OF CONTRACTOR

The opening and reading of the proposal shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor. The city reserves the right to determine the competence and responsibility of a Contractor from its knowledge of the Contractor's qualifications and from other sources.

12. QUANTITIES

The current quantities for the number of residential and commercial units are strictly estimates. It is the responsibility of the Contractor to survey the city for use in preparing the proposal. The Contractor may wish to utilize their own or other estimates and to provide for growth or shrinkage factors.

13. METHOD OF AWARD

The city reserves the right to accept any proposal or to reject any or all proposals, and to waive defects or irregularities in any proposal the city intends the contract to be awarded within ninety (90) days following the date proposals are publicly opened and read.

14. COMPLIANCE WITH LAWS

The contractor, officers, agents, employees, contractors, and subcontractors shall abide by and comply with all laws, federal, state, and local. It is agreed and understood that, if the city calls the attention of the Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from and correct such violation.

15. DISCRIMINATION PROHIBITED

Contractor, in the execution, performance, or attempted performance of this service, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. The Contractor must be an equal opportunity employer.

16. TERM

The initial term of service shall be three (3) years, with three (3), one (1) year renewal options pending agreement of both parties. Should either the city or Contractor elect not to renew and or extend the contract for an additional one-year period, notice must be given to the other party in writing not less than (90) days prior to the expiration of the Contract.

SECTION II: GENERAL SPECIFICATIONS

17. TYPES OF COLLECTION

Residential Collection: The Contractor will provide:

- (A) Once per week collection of 96-gallon containers provided by the Contractor.
- (B) Upon request, it will be the responsibility of the Contractor to assist any handicap/elderly resident in the placement of their tote.
- (C) Contractor shall provide city a copy of maps indicating the routes used in the collection of waste from all residential customers. The city has the right to reject and request modification of routes, and updates on routes of Contractor.

Commercial Collection: Contractor shall collect and remove solid waste from the premises of commercial customers at such frequency as shall be reasonably requested by the owner or agent. If collection is from a container, that container should be located to accommodate equipment. The city shall be the sole determinant of acceptable dumpster pads, locations, and screening. The Contractor will furnish 96-gallon containers for light commercial customers, 2-yard, 4-yard, 6-yard, 8-yard, and/or 10-yard containers (dumpsters) for larger commercial customers, and 20-yard, 30-yard and 40-yard containers for roll-off services.

Heavy Trash/Bulky Waste Collection: The Contractor shall provide a collection service for heavy trash/brush/bulky waste to all residential customers at least twice per month. This will include collection of grass clippings, leaves, tree or shrub trimmings, and heavy trash items. Heavy trash collection includes items such as old furniture, moving boxes, (broken down and flattened), appliances, junk from garbage cleanups or spring-cleaning, etc.

Due to governmental restrictions, personnel, or community safety and/or protection of equipment, the following items cannot be collected: Gasoline, motor oil filters, paint, and other similar liquids/materials; vehicle tires, batteries, and large pieces of metal such as car fenders and engines; debris from construction or major remodeling such as rocks, bricks, concrete, dirt, sand, gravel, roofing, lumber, fence boards, carpeting, large pieces of glass, and human/animal waste.

18. COLLECTION OPERATION

Hours of Operation: Collection of solid waste shall begin no earlier than 7:00 o'clock A.M. and shall generally not extend beyond 6:00 o'clock P.M. No collection shall be made on Sunday.

Routes of Collection: Collection routes shall be established by the Contractor as approved by the city. The city shall be provided with route collection maps and container locations. Any changes in service, such as routes, service days, etc. will be subject to approval of the city. The Contractor shall promptly give written or published notice of any changes to the affected customers.

Holidays: 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 Saturday. Observed Holidays will be set and approved by both parties.

Complaints: All complaints shall be made directly to the Contractor by the city and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are

verified, shall arrange for the collection of the waste not collected within 24 hours after the complaint is received. The Contractor shall be responsible for maintaining a log of complaints, and provide the city, if requested, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution.

Collection Equipment: Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from accounts serviced by Contractor in accordance with this contract.

Collection of garbage shall be made using sealed packer type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the city nor while in route to the disposal site, where such accumulation shall be dumped.

Due to street size variations in the city, the Contractor will need to provide equipment that will accommodate such public streets. Special collections shall be made using appropriate equipment. Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities. All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name and be legible from 100 feet. No advertising shall be permitted on vehicles. All collection equipment used in performance of the obligations herein created shall be clearly marked with the Contractor's name and shall be maintained in a first class, safe, and efficient working condition throughout the term of the contract. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program. The city may inspect Contractor's vehicles at any time to ensure compliance of equipment with contract or require equipment replacement schedule to be submitted to city. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

Processing, Billing, and Fees: Contractor will be compensated through charges to the residential, small commercial, and rental services of solid waste customers. The city will bill and collect charges on services monthly. Each month, the city will provide a customer count to the Contractor that details the total customer quantities for the month. Based on the information provided, the Contractor will submit an invoice to the city that details the quantity, unit price, and total cost of each service.

Franchise Fee: For the right and privilege of using the city's public rights-of-way to provide exclusive services per the contract, the successful proposer, within 30

days from the closeout of each calendar quarter during the term of the contract, will pay the city a franchise fee equal to six percent (8%) of gross receipts resulting from the operation of the services. The Contractor will email a complete report detailing the franchise fee calculation. The city may increase or decrease the franchise fee with ninety (90) calendar days' written notice.

Rate Adjustments: The rates charged for service shall be agreed to by both parties during the negotiating phase of the RFP and extend through the end of the contract. Any requested rate adjustment after the signing of the contract must be approved by the City Council.

Exclusive Collection Area: The Contractor shall have the exclusive right to provide all residential, small commercial, dumpster, and roll off collection services called for in this RFP within the boundaries of the City of Pinehurst.

Communications: The Contractor shall maintain an office or other facilities through which they can be contacted during the hours of 8:00 a.m. to 5:00 p.m. Central Standard Time on regular collection days.

Meetings between the city and Contractor shall be held on a quarterly 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, public information, and public relations. Said meetings shall be held at the city hall located in the City of Pinehurst, unless otherwise agreed upon by both parties.

During the term of the contract, there may be activities or circumstances, positive or negative, involving the Contractor's business that could be newsworthy. Likewise, the Contractor, or Contractor's employees could be involved in a motor vehicle accident or an environmental accident. The Contractor must contact the city immediately in the event of one of the following: 1) any news coverage or sudden event that could impact or delay the service the Contractor provides to the city, 2) any news coverage or sudden event that could initiate citizen phone calls to the city, 3) an environmental emergency or incident, including spills, that involves the Contractor, a related business of the Contractor, or a Contractor's employee, 4) a motor vehicle accident which occurred while providing services under the contract, 5) personal injury accidents which occurred while providing services under the contract, and/or 6) property damage which occurred while providing services under the contract.

The city will coordinate with the Contractor and approve all necessary communications with customers including, but not limited to fee changes, route

changes, holiday schedules, promotion of mulching and composting to reduce waste, etc.

Disposal: The Contractor shall deliver solid waste/sludge collected to a licensed sanitary landfill operated in compliance with rules stipulated by the Texas Commission on Environmental Quality (TCEQ) and/or the United States Environmental Protection Agency (EPA).

Spillage: The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor.

The contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees but shall report on the location of such conditions to the city so that proper notice can be given to the customer at the premises to properly contain the refuse. The Contractor shall pick up commercial refuse spillage of excess refuse after the customer reloads the container. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, the city shall require the commercial customer and Contractor to increase the frequency of collection of the commercial customers refuse or require the customer to utilize a commercial container with a larger capacity, and the Contractor shall be compensated for such additional services.

Vicious Animals: Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals to accomplish refuse collection in any case where the owner or tenants have animals at large, but the Contractor shall immediately notify the city of such conditions and of their inability to make collection.

Hazardous Waste: Contractor shall not be obligated to pick up hazardous waste, including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the United States Environmental Protection Agency (EPA).

Protection from Scattering: Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering or refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded to scatter refuse; however, if refuse is scattered from Contractor's vehicle for any

reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom, and shovel for this purpose.

19. LICENSE AND TAXES

The Contractor shall obtain all licenses and permits (Other than the license and permit granted by the contract) and promptly pay all taxes required by the city and the state.

20. INDEMNITY

The Contractor will indemnify and hold harmless the city, its officers, and employees from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the Contractor in the performance of this contract. The city will not be responsible for negligence of Contractor, or any of its agents, employees, or customers.

21. SOLE REMEDY

The city's sole remedy for breach of contract under this contract or failure to perform shall be to make demand under the terms of the performance bond.

22. TRANSFERABILITY OF AGREEMENT

Other than by operation of law, no assignment of the contract or any right accruing under the contract shall be made in whole or part by the Contractor without the express written consent of the city, which consent shall not be unreasonably withheld; in the assignment, the assignee shall assume the liability of the Contractor.

23. OWNERSHIP

Title to refuse shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a toter or container, or removed by Contractor from the customer's premises, whichever last occurs.

24. BOOKS AND RECORDS

The city and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this contract and such books and records shall be made

available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice.

25. TERMINATION FOR CAUSE

If at any time the Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, the city shall notify Contractor by registered or certified mail or through written communication addressed to the Contractor at the address set forth herein of specific reasons in support of city's claim that Contractor has substantially breached the terms and provisions of this contract. The Contractor shall be allowed a thirty (30) day period from the date of receipt of said notice from the city to remedy any failure to perform. Should the city deem the failure to perform remedied, no hearing shall be held.

Should Contractor fail to remedy its performance, after a hearing described herein, the city may terminate this contract, and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no earlier than 10 days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of the city's claim that Contractor has substantially breached the terms and provisions of the contract. Should the city still deem Contractor to have failed in its performance, said hearings shall be conducted in public by the City Council and Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the previously mentioned notice. If, after said public hearing, the City Council makes a finding that Contractor has failed to provide adequate refuse collection service for the city or has otherwise substantially failed to perform its duties here under, the City Council may terminate this contract.

26. FORCE MAJEURE

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, act of God or other similar or different contingency beyond the reasonable control of Contractor.

27. SEVERABILITY

If any provision or portion thereof of any contract document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity or enforceability of any other provision or portion of any contract document.

28. EFFECTIVE DATE

The city intends for the successful Contractor to execute an agreement with an effective date of October 1, 2025.

SECTION III:

PROPOSAL FOR SOLID WASTE AND DISPOSAL

The city will evaluate proposals based upon the following criteria and reserve the right to choose any submitted proposal that is in the best interest of the city:

- The Cost of Service
- Qualifications
- Performance
- References

The following portion of the proposal is for solid waste collection for residential and commercial customers who are using dumpster style containers or Contractor-provided 96-gallon containers.

TABLE 1. STAND ALONE RATE OPTION FOR RESIDENTIAL and COMMERCIAL COLLECTION

Residential Class	Proposed Rate/Month	Total
96-Gallon Containers	Once per Week	
Additional 96-Gallon Container	Once per Week	

Commercial Class	Proposed Rate/Month	Total
96-Gallon Containers	Once per Week	
Additional 96-Gallon Container	Once per Week	

TABLE 2. ROLL-OFF CONTAINER and RATES

Size	Delivery Charge	Monthly Rental Charge	Pull Charge
20-yard roll-off	\$	\$	\$
30-yard roll-off	\$	\$	\$
40-yard roll off	\$	\$	\$

TABLE 3. FOR COMMERCIAL FRONT LOAD DUMPSTERS

Size/Pickup	<u>1xWeek</u>	<u>2x Week</u>	<u>3 x Week</u>	<u>4xWeek</u>	<u>5xWeek</u>	<u>6xWeek</u>
2 cy	\$	\$	\$	\$	\$	\$
4 cy	\$	\$	\$	\$	\$	\$
6 cy	\$	\$	\$	\$	\$	\$
8 cy	\$	\$	\$	\$	\$	\$
10 cy	\$	\$	\$	\$	\$	\$

TABLE 4. CONTAINER FOR SLUDGE (HAZ MAT)

20-yard container	As needed for pickup/delivery	\$
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TABLE 5. LOCKS

Locks	\$
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29. ADDITIONAL ITEMS

The Contractor shall provide containers and weekly collection services from the following city facilities and the listed special events at no charge:

1. City Hall - (1) 4-cubic yard dumpster, picked up twice a week.
2. Public Works Facility - (1) 6-cubic yard dumpster, picked up one time per week.
3. Westpark Park - (1) 96-gallon polycart, on-call per week.
4. Citywide Cleanups - (4) 40-cubic yard roll-off, annually.