

# HARRISON COUNTY, TEXAS

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## BID SPECIFICATIONS SOLID WASTE DISPOSAL SITE OPERATIONS

**Bid # BID 2024-02**  
**For: Solid Waste Disposal Site Operations**  
**Bid opens date/time: March 18, 2024 @ 10:00 a.m.**

The enclosed *Invitation to Bid* (ITB) and accompanying *Specifications/Bidder's Response Form* are for your convenience in bidding the referenced products or services for Harrison County.

**Sealed bids shall be submitted no later than:**

**Date/Time: March 18, 2024 @ 10:00 a.m.**  
**Mark Envelope: BID 2024-02 Solid Waste Disposal Site Operations**

**Bids must be signed by a person having the authority to bind the vendor in a contract. Bids that are not signed will be rejected. Harrison County reserves the right to waive simple informalities in this Invitation to Bid.**

Harrison County appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for award of the contract. **Bids will be opened in the County Purchasing Department, 1<sup>st</sup> Floor, Room 107, Harrison County Courthouse, Marshall, Texas.** You are invited to attend.

Bids may be withdrawn by the bidder at any time prior to the official opening, but must be withdrawn in person. Alterations may not be made to a bid once submitted, but a new bid may be submitted if the substitution occurs before the opening time. After the official opening, bids may not be amended or altered and may not be withdrawn without the approval of the Commissioners Court.

Harrison County is aware of the time and effort expended in preparing and submitting bids to the County. Please let us know of any bid requirements that are causing you difficulty in responding to our bids. We want to make the process as easy and efficient as possible so that all responsible vendors can compete for the County's business.

Awards ordinarily will be made approximately two weeks after the bid opening date. To obtain results or if you have any questions, **please contact Sadie Harkins, Harrison County Purchasing Agent at 903.935.8412.**

# **GENERAL REQUIREMENTS**

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## **Vendor Instructions:**

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the SCOPE, SPECIAL REQUIREMENTS, SPECIFICATIONS, SPECIAL SPECIFICATIONS OR OTHER DATA CONTAINED HEREIN. Be sure your bid package is complete.

## **Governing Law**

Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Harrison County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

## **Bid Form Completion**

Bid must be submitted on forms provided in sealed envelopes marked “2024-02 Solid Waste Disposal Site Operations”. An authorized representative of the bidder should sign the Bid Sheets.

## **Bid Returns**

Bidders must return all completed bids to the Harrison County Purchasing Department, 200 West Houston St 1<sup>st</sup> Floor, Room 107, Marshall, Texas 75670 by the time and date set forth in these bid documents. Bids received after the date and time above will be returned unopened. Fax transmittals are not acceptable.

## **Late Bids**

Bids received in the County Purchasing Agent’s Office after the submission deadline will be considered void and unacceptable. Harrison County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp of the County Purchasing Agent’s Office shall be the official time of receipt unless otherwise authorized by the Purchasing Agent.

## **Governing Forms**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Harrison County’s interpretation shall govern.

## **Addendum**

When specifications are revised, the Harrison County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the return bid package. Any interpretations, corrections or changes to this bid will be made by written addenda. Sole issuing authority of addenda shall be vested in the Harrison County Purchasing Agent and shall be delivered to prospective bidders solely through the Harrison County Purchasing Agent. Addenda will be mailed, faxed or e-mailed to all that are known to have received a copy of this bid.

### **Hold Harmless Agreement**

Contractors shall indemnify and hold Harrison County harmless from all claims for personal injury; death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractors' performance. Contractors shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractors' liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

### **Waiver of Subrogation**

**Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Harrison County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.**

### **Severability**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

### **Taxes**

Harrison County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Harrison County claims exemption from all sales and/or use taxes under Chapter 20, Title 122A, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Harrison County Purchasing Department.

### **Fiscal Funding**

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

### **Pricing**

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there is any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder **must** indicate the items required and attendant costs or forfeit the right to payment for such items. Bidder should show both the unit price and total amount, where required, of each item listed. In the event of an error or discrepancy in the mathematics, the unit price shall prevail.

### **Silence of Specifications**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial

trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

### **Supplemental Materials**

Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts, which may affect the evaluation, and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the return bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

### **Material Safety Data Sheets**

Under the “Hazardous Communication Act,” commonly known as the “Texas Right to Know Act,” a bidder must provide the user department, **with each delivery**, material safety data sheets, which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation will be cause to reject any bid applying thereto.

### **Name Brands**

Specifications may reference name brands and model numbers. It is not the intent of Harrison County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Harrison County shall act as sole judge in determining equality and acceptability of products offered.

### **Evaluation**

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Harrison County Purchasing Agent and recommendation to Harrison County Commissioners’ Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is **not** the only criteria for making a recommendation. The Harrison County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to this bid.

### **Inspections**

Harrison County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform; the County can reject the bid as inadequate.

### **Testing**

Harrison County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

### **Disqualification of Bidder**

Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Harrison County certifies that the bidder has not violated the antitrust laws of this state codified in Section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not

communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If a bidder submits multiple bids and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn, however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

### **Award**

Harrison County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards by line item to more than one bidder, or to one successful bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners' Court and present evidence concerning his responsibility.

### **Assignment**

The successful vendor may not assign, subcontract, sell or otherwise transfer this contract without written permission of Harrison County Commissioners' Court.

### **Term Contracts**

If the contract is intended to cover a specific time period, said time would be given in the specifications under **Scope**. If during the life of the contract bidders' net price to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed the benefits of such reduction shall be extended to Harrison County.

### **Title Transfer**

Title and Risk of Loss of goods shall not pass to Harrison County until Harrison County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Deliver to:" address.

### **Warranties**

Bidders shall furnish all data pertinent to warranties or guarantees, which may apply to items in the bid. Bidders may not limit or exclude any implied warranties. Bidder warrants that product sold to the County shall conform to the standards established by the U.S. department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event product does not conform to OSHA Standards, where applicable, Harrison County may return the product for correction or replacement at the bidder's expense. If bidder fails to make the appropriate correction within a reasonable time, Harrison County may correct at the bidder's expense.

### **Purchase Order and Delivery**

The successful bidder shall not deliver products or provide services without a valid Harrison County Purchase Order. The bidder in the proper place on the bid sheet shall indicate the fastest, most reasonable delivery time. Any special information concerning delivery should also be included. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Non-conformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered

cause to reject future deliveries and cancellation of the contract by Harrison County without prejudice to other remedies provided by law. Where delivery times are critical, Harrison County reserves the right to award accordingly.

### **Contract Extensions**

Extensions may be made **only** by written agreement between Harrison County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

### **Invoices and Payments**

Payment will be made from original vendor invoices only. Invoices shall show all information as stated above and mailed directly to the **Harrison County Purchasing Agent's Office, PO Box 2025, Marshall, Texas 75671-2025**. Payment will be made upon receipt and acceptance, by the County, of the items ordered in accordance with the Texas Government Code, Section 2251.021. Each Successful bidder is required to pay all its subcontractors within ten (10) days.

**Items supplied under this contract will be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at no expense to the County. If an item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition without cost or liability.**

### **Termination**

Harrison County reserves the right to terminate the contract for default if bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Harrison County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Harrison County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon sixty- (60) day written notice to either party unless otherwise specified. Harrison County reserves the right to award a canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Harrison County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

### **Patents/Copyrights**

The successful bidder agrees to protect Harrison County from claims involving infringements of patents and/or copyrights.

### **Americans with Disabilities Act**

Bidders shall comply with the Americans with Disabilities Act of 1990 (ADA).

### **Conflict of Interest**

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure.

When conflict of interest is discovered, it shall be grounds for termination of contract.

### **Year 2000 Compliance**

The contractor warrants that each hardware, software, and firmware product delivered under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the contractor, provided that all listed or unlisted products (e.g., hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to Harrison County for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractors' standard commercial warranty or warranties, the remedies available to Harrison County under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies Harrison County may otherwise have under this contract with the respect to defects other than Year 2000 performance.

#### **VENDORS OWING TAXES**

Pursuant to TX Local Government Code 262.0276, Harrison County Commissioners Court has adopted a policy, which requires that vendors' taxes be current as of the date bids/Sealed Bids are due. Bidders with delinquent taxes on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Vendors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their bid in order to ensure that their bid will be considered. Prior to submitting a bid, vendors are encouraged to visit the Tax Office, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent, Harrison County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids due on or after February 14, 2005.

## NOTICE INSURANCE SECTION

### **Please Read Carefully**

#### **Workers' Compensation Coverage**

Rule 110.110 was adopted by the Texas Workers' Compensation Commission under the Texas Labor Code, Section 402.061, and provides specific requirements for government entities to follow when soliciting bids on public works contracts. All persons providing services on a building or construction project for a government entity must be covered by Workers' Compensation Coverage. The governmental entity is required to obtain certificates of coverage and retain them for the duration of the project plus three years. The rule requires specific language to be included in all bid specifications and in contracts awarded by a governmental entity.

**Insurance Requirements:** Bidder is required to submit with bid, an original of all insurance certificate(s) showing coverage for all requirements as stated below to be in force throughout the term of the contract. All required insurance carriers must have a B+ rating or better.

- Commercial General Liability Insurance at minimum combined single limits of \$ 500,000 per occurrence and \$ 1,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, (1,000,000 products/completed operations aggregate). Coverage for products/completed operations must be maintained for at least two (2) years after the products/services work is completed. Coverage must be written on occurrence form. Contractual liability must be maintained with respect to the contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the per-occurrence limit.
- Workers Compensation Insurance at statutory limits, including employer's liability coverage at minimum limits of \$ 500,000 per occurrence each accident/ \$ 500,000 by disease per occurrence/ \$ 500,000 by disease aggregate.
- Commercial Automobile Liability Insurance at minimum combined single limits of \$ 1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

Harrison County requires it to be named in the required certificates evidencing insurance coverage, as an additional insured by endorsement. This coverage shall include a Waiver of Subrogation in favor of Harrison County, Texas.

**Harrison County also requires that should any of the insurance policies required by this contract be canceled or materially changed before the expiration date thereof, the issuing company shall give Harrison County, Texas through its Purchasing Agent, Sadie Harkins, PO Box 2025, Marshall, Texas 75671, thirty (30) days written notice of same.**



**Harrison County**  
**Bid # BID 2024-02 Solid Waste Disposal Site Operations**  
**Instructions/Terms of Contract**

By order of the Commissioners Court of Harrison County, Texas, sealed bids will be accepted for:

**Solid Waste Disposal Site Operations**

IT IS UNDERSTOOD that the Commissioners Court of Harrison County reserves the right to reject any or all bids for the products covered in this bid request and to waive any formalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Harrison County.

**BIDS MUST BE SUBMITTED on the forms included for that purpose in this packet. Each bid should be signed by a person having the authority to bind the vendor in a contract, placed in a sealed envelope and marked clearly on the outside as shown below:**

<p><b><u>Bids should be clearly marked:</u></b> Bid # BID 2024-02 Solid Waste Disposal Site Operations</p>
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**BIDS SHOULD BE DELIVERED TO the following address**  
**Monday, March 18, 2024, not later than 10:00 a.m.**

**Harrison County Purchasing Department**  
**200 West Houston Street**  
**1<sup>st</sup> Floor, Room 107**  
**Marshall, Texas 75670**

***FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED***

**All Bids must be received in the**  
**County Purchasing Agent's Office**  
**before the opening date and time.**

**Harrison County**  
**Bid # BID 2024-02 Solid Waste Disposal Site Operations**  
**Instructions/Terms of Contract**

**Political Signs:** No political signs or materials may be displayed or permitted to be present at or upon any solid waste collection site owned by Harrison County. Operator and his personnel shall immediately remove or dispose of any such signs or material placed upon any such site.

**Exceptions/Substitutions:** All bids meeting the intent of this invitation to bid will be considered for award. **Bidders taking exception to the specifications, or offering substitutions, will not be considered. You are instructed not to send separate attachments with this bid.**

**Bids must comply** with all Federal, State, County and local laws concerning these type purchases.

**Successful Bidder Shall** defend, Indemnify and hold harmless Harrison County and all its officers, officials, agents and employees from all suites, damages, costs (including but not limited to all defense costs), actions or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any conduct of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and hold harmless Harrison County from liability, claim or demand on their part, and its officers, officials, agents, servants, customers and/or employees whether such liability, claim or demand arise from or occur upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises is located. Successful bidder shall pay any judgment costs that may be obtained against Harrison County growing out of such injury or damages, as well as all costs of courts and reasonable attorney's fees, and all costs of defense.

**Termination for Default:** Harrison County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default. Harrison County reserves the right to terminate the contract immediately and without prior notice in the event the successful bidder fails to:

1. Meet schedules;
2. Defaults in the payment of any fees; or
3. Otherwise fails to perform in accordance with these specifications.

**Notice:** Any notice provided by this bid (or required by law) to be given to the successful bidder by Harrison County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the U.S. mail in Marshall, Texas, with sufficient 1<sup>st</sup> class postage affixed thereto, provided this shall not prevent the giving of actual notice in any other manner.

**Venue:** This agreement and any dispute related hereto will be governed and construed according to the laws of the State of Texas and venue shall be fixed in Harrison County, Texas.

**Any questions concerning this Invitation to Bid and Specifications should be directed to Sadie Harkins, Harrison County Purchasing Agent at 903.935.8412.**

**Harrison County**  
**Bid # BID 2024-02 Solid Waste Disposal Site Operations**  
**Instructions/Terms of Contract**

**Scope**

It is in the intent of Harrison County, Texas to hire an Independent Contractor, through the competitive bidding process, to operate the Harrison County Solid Waste Container Sites. The Solid Waste Disposal Site Operator **will not** be an employee of Harrison County and will not receive employee benefits.

**Locations**

Site Number 1	Muntz Cut-Off	Hallsville, Texas
Site Number 2	FM 154 @ FM 2208	Harleton, Texas
Site Number 3	Baker Bridge Road	Woodlawn, Texas
Site Number 4	FM 2198	Uncertain, Texas
Site Number 5	FM 134 near FM 1998	Waskom, Texas
Site Number 6	FM 31	Elysian Fields, Texas
Site Number 7	US 59 South	Gill, Texas

**Hours of Operation**

**Site Number 1 through 7 as follows:**

Sunday 1:00 pm to 5:00 pm  
Monday Closed  
Tuesday 1:00 pm to 6:00 pm  
Wednesday Closed  
Thursday Closed  
Friday 1:00pm to 6:00pm  
Saturday 9:00 am to 3:00pm

**Total of twenty (20) hours per week.**

**Holidays**

**Each site will observe the following holiday: New Years Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Only these holidays will be observed even if other days are specified for County Employees as a holiday.**

**Harrison County**  
**Bid # BID 2024-02 Solid Waste Disposal Site Operations**  
**Instructions/Terms of Contract**

**Harrison County is requesting the Contractor to provide a complete turn-key operation for the receipt, collection and disposal of solid waste which shall consist of the following minimum requirements:**

1. The Contractor shall open the gates at the times set out above and shall remain at the site until the stated time of closing. **Failure to do so will result in cancellation of the contract without notice.**
2. All personnel contracted with Harrison County shall be of good character.
3. The Contractor will be directly responsible to the Harrison County Road Administrator.
4. The Contractor shall allow the Harrison County Road & Bridge Department to dispose of waste at no additional cost to the County.
5. Sites with existing compactors:
  - Successful bidder shall assume the responsibility and all associated cost of maintaining those compactors in good working order, which are located at any of the Solid Waste Collection Sites owned by Harrison County.
6. Contractor shall be required to be available at times outside ordinary business hours to provide access to each Solid Waste Collection Site, as needed, for utility service and repairs or as otherwise directed by Harrison County.
7. Contractor shall fully cooperate with all bona-fide non-profit civic groups who undertake to remove debris from any County roads by allowing dumping at no cost to such groups.
8. Contractor shall provide and maintain a clean litter-free environment at all sites, which should include regular mowing during summer months and insuring that all enclosure fences are cleaned of vines and debris.
9. **Contractor shall be responsible for all costs associated with the pick-up, transport, delivery, and disposal of all solid waste collected at all sites.**
10. **From date of contract, the Commissioner's Court must approve any and all tipping fee rates associated with all dumpsites. Tipping fees must be presented to and approved by the Commissioner's Court within 30-days after the contract start date. Any requested increase during the term of this contract must be approved by Commissioner's Court. No increases in tipping fee rates can be changed without Commissioner's Court approval.**

**Harrison County**  
**Bid # BID 2024-02 Solid Waste Disposal Site Operations**  
**Instructions/Terms of Contract**

11. Contractor shall promptly arrange for the pick-up and tipping/disposal of the solid waste containers maintained at each site and the waste shall be disposed of in a properly regulated and certified landfill.
12. Contractor shall provide to the Harrison County Road Administrator each quarter a copy of the landfill disposal receipts per site location verifying final disposal of the solid waste and further have this information available for review by Harrison County at the certified disposal facility.
13. Contractor shall be responsible for costs incurred in the operation of each site to include labor, haul charges, and disposal fees.
14. The successful bidder shall indemnify Harrison County from any claims by any governmental agency for any tax, levy, or sum of money due to any such agency as a result of the operations of such solid waste collection sites.
15. Contractor shall be in compliance with all State and Federal regulations.
16. Contractor shall be responsible for all utility bills at all sites.

**Burning Prohibited**

All burning of any nature is expressly prohibited at any solid waste collection sites owned by Harrison County.

**Contract Period**

This Contract shall be for a one (1) year term starting April 2, 2024 and ending April 1, 2025, with the option to renew for three (3) additional years contingent upon agreement by both parties, but can be canceled by either party upon giving sixty (60) days written notice to the other party.

**Payment**

The "Total Bid" will be divided into twelve (12) equal payments, with payment to be approved by the Commissioner's Court by the 2<sup>nd</sup> Wednesday of the following month. If the Commissioner's Court requires additional hours, the number of additional hours will be multiplied by the hourly rate in the bid proposal. A deduction will be made in the same manner if required hours are not worked.

**Harrison County**  
**Bid # BID 2024-02 Solid Waste Disposal Site Operations**  
**Instructions/Terms of Contract**

**Final Inspection/Payment**

Immediately upon or prior to the termination of any contract for operation of solid waste collection sites, Harrison County through its County Road Administrator, shall inspect each such site to determine if such are neat, clean and orderly and to insure that all bins, dumpsters or other waste receptacles are empty and all compactors and other improvements and fixtures are in good working order. Any final payment due by Harrison County shall be held until the County Road Administrator has completed his inspection of each site and such payment may be offset by the County to cover the costs of correcting any non-compliance in this regard as determined by the County Administrator.

**HARRISON COUNTY**  
**Bid # BID 2024-02 Solid Waste Disposal Site Operations**  
**Specifications/Bidders Response Form**

Harrison County is requesting bids for the Operation of Harrison County Solid Waste Disposal Sites described in the following specifications. Harrison County will award the bid in the manner it deems to be in the best interest of the County. Harrison County will award the entire bid to one (1) Contractor.

Price list for specific items. Please turn in all three (pgs 15, 16, & 17) completed pages to the Harrison County Purchasing Agent by March 18, 2024 @ 10 am.

Having read and understood the attached instructions, specifications, terms and conditions, we submit the following bid:

**Operation of Solid Waste Disposal Site(s):**

- Site 1 (Hallsville)
- Site 2 (Harleton)
- Site 3 (Woodlawn)
- Site 4 (Uncertain)
- Site 5 (Waskom)
- Site 6 (Elysian Fields)
- Site 7 (Gill)

All Sites (1-7)            \$ \_\_\_\_\_ Total Bid for One (1) year

Solid waste disposal sites RATES:	Price:	Per:
Garbage Bags:		
33 Gallon Size	\$	Per Bag
45 Gallon Size	\$	Per Bag
55 Gallon Size	\$	Per Bag
Trash Cans:		
33 Gallon Size	\$	Per Can
45 Gallon Size	\$	Per Can
55 Gallon Size	\$	Per Can
Pick Up Trucks:		
Short Bed Bagged	\$	Per Load
Short Bed Not Bagged	\$	Per Load
Long Bed Bagged	\$	Per Load
Long Bed Not Bagged	\$	Per Load
Rules and Restrictions for Pick Up Trucks:		

Single Axle 8'x2'	\$	Per Load
Single Axle 8'x3'	\$	Per Load
Single Axle 8'x4'	\$	Per Load
CONTINUED ON NEXT PAGE		
Double Axle 16'x2'	\$	Per Load
Double Axle 16'x3'	\$	Per Load
Double Axle 16'x4'	\$	Per Load
Tires: Rules and Restrictions:	\$	Per Tire
Appliances: Any Restrictions/ Rules on Appliances:		
Washer	\$	Each
Dryer	\$	Each
Water Heater	\$	Each
Large Water Heater	\$	Each
Refrigerators	\$	Each
Oven	\$	Each
Double Oven	\$	Each
Small/Dorm Refrigerators	\$	Each
Large Freezer	\$	Each
Microwave Oven	\$	Each
Air Conditioner Window Unit	\$	Each
TV (Small up to 19")	\$	Each
TV (Large 19" and up)	\$	Each
VCR	\$	Each
Small Electronics	\$	Each
Commodos and/or Plumbing Fixtures	\$	Each
Furniture: Any Restriction/Rules on Furniture:		
Mattress (any size)	\$	Each
Box Springs (any size)	\$	Each
Recliners	\$	Each
Large Furniture Pieces	\$	Each
Sofas	\$	Each
Hide-A-Bed Sofa	\$	Each
Unacceptable Items:		
Additional Items or Comments Regarding Price List:		



**\*\*NOTE\*\***

**You are instructed not to send separate attachments concerning exceptions and/or substitutions to this bid. Harrison County will not consider any attachments when determining the award of this bid.**

---

Firm or Individual Submitting Bid      Federal ID Number (if applicable)

---

Address

---

City, State, Zip

---

Name and Title of Individual Submitting Bid

---

Telephone Number

Fax Number

---

Signature of Bidder or Authorized Representative

Harrison County  
Statement of "NO BID"

**\*\*\* Do not return this page if you are bidding\*\*\***

We understand that if a "Statement of No Bid" is not executed and returned, our name will be deleted from the list of qualified bidders for future bids. **Please write "No Bid" on the outside of return envelope.**

We, the undersigned have: (please mark all that apply)

Decline to bid on your bid # \_\_\_\_\_

We do not offer this product

We are unable to meet specifications

Unable to meet bond requirements

Please keep us on your bid list for future bids

Please remove our name from your bid list

Company	Contact Person	
Address	City, State, Zip	
Date	Phone	Fax