



Request for Proposals Solid Waste Disposal Services RFP Contract # 2022-488-101

Issue Date: August 18, 2021
Proposal Due: September 2, 2021, no later than 3:00 PM
Public Opening: September 3, 2021 @ 10:00 AM
Location: Grimes County Commissioner Courtroom
114 W. Buffington, Anderson, TX 77830

Issuing Agency Information: Solid Waste / Environmental

Point of Contact: Kat Lee (936) 873-4493 or Lisa Hyman (936) 873-4495

Instructions to Bidders:

Return Sealed Proposal to:

Grimes County Auditor's Office
114 W. Buffington
PO Box 510
Anderson, TX 77830

Mark face of envelope/package with: Solid Waste Disposal Contract # 2022-488-101

Bidder must complete the following:

Bidder Name/Address:	<hr/> Name/Title <hr/> Signature <p>Print name and title and sign in ink. By submitting a response to this invitation, bidder acknowledges it understands and will comply with the bid packet specifications and requirements.</p>
Type of Entity (corp., LLC, etc.)	Phone number:
Email Address:	Fax Number
MUST RETURN THIS COVER SHEET WITH PROPSAL RESPONSE	

GENERAL CONDITIONS

- Proposals are solicited for furnishing the materials and services set forth in this invitation to bid. Completed proposals must be received in the Grimes County Auditor's Office by the deadline stated above. All proposals must be in a sealed envelope clearly marked with the proposal description, contract number and opening date on the outside of the envelope.
- Proposals received in the Grimes County Auditor's Office after the submission deadline shall be returned unopened and will be considered void and unacceptable. Grimes County is not responsible for delayed mail, carrier, etc. and the time/date stamp clock used upon receipt of any bid in the purchasing office shall be the official time of receipt.

PROPOSALS MAY NOT BE FAXED OR EMAILED

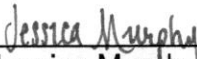
- Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered, or withdrawn without the recommendation of the Environmental Coordinator and the approval of the Commissioners' Court.
- **SALES TAX**
Grimes County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, **the bid price shall not include taxes**. Bidder shall bear the responsibility of any sales or use tax if any product or supply is deemed to be taxable by state. Grimes County will furnish, upon request, sales tax exemption forms to the bidder that is awarded.
- The bidder agrees if this bid is accepted, to furnish any and all services and materials upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications.
- The County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities related to the bidding process for the benefit of the County, granted that such waiver is allowed under Federal and State Laws.
- Invoices shall be sent directly to Grimes County Solid Waste/Environmental Department at P.O. Box 406, Anderson, TX 77830. Payments will be processed according to the terms in the contract.
- Bidder's failure to comply with the terms and conditions of a contract associated with an accepted bid, shall be a basis for the termination of the Contract by the County. The County shall not pay for supplies or services, which are unsatisfactory. The County may give vendor a reasonable opportunity before termination to correct the deficiencies as stated in attached contract. This, however, shall in no way be construed as negating the validity of the County's termination for non-performance.
- Quantities indicated in the bid are estimated based upon information at the time bids are requested. The County reserves the right to increase or decrease the quantities by any amount it deems necessary to meet its needs without any adjustment in the contracted/negotiated price.

- The bid award shall be based on, but not necessarily limited to the following factors:
 - Total price
 - Special needs and requirements of Grimes County
 - Grimes County's evaluation of vendor's ability
 - Vendor's past performance record with any Texas County
- If this proposal is accepted and approved by the Commissioners' Court, then this package shall be incorporated into a contract. No oral agreements either expressed or implied shall be valid. No different or additional terms will become part of this contract with the exception of a change arising and approved by Commissioners' Court under the Amendment provisions of the contract.
- The vendor shall make himself familiar with and at all times shall observe and comply with all Federal, State, and Local Laws, ordinances and regulations that, in any manner, affect the conduct of the work.
- All insurance requirements, including workman's compensation and liability, as outlined under State Law, shall be met prior to any services rendered and shall remain in effect during the time of the contract associated with an accepted bid. Payments shall not become due and payable until such certificates have been filed.
- The parties herein agree that the contract associated with an accepted bid shall be enforceable in Grimes County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Grimes County, Texas.
- The contract associated with an accepted bid shall be governed by and construed in accordance with the laws of the State of Texas and all applicable Federal Laws.
- The contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable Federal Laws.
- **THE VENDOR SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS DULY APPOINTED OFFICERS, AGENTS AND EMPLOYEES FOR ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION,**
- **COURT COSTS, AND ATTORNEYS' FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF VENDOR'S OFFICERS, AGENTS OR EMPLOYEES.**
- If a court of competent jurisdiction determines that any term of the contract associated with an accepted bid is invalid or unenforceable to any extent under applicable law, the remainder of the contract associated with an accepted proposal (and the application of this agreement to other) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.
- If the vendor defaults in the performance of the terms and conditions contained herein, or materially breaches any of its provisions, the County shall have the right to terminate the contract

associated with an accepted bid by giving written notice of termination within thirty (30) days of the occurrence of the default or material breach.

- By accepting this invitation to bid and bidding on the item(s) set forth above you are accepting any and all of the general conditions set forth above and any additional specifications and conditions contained within the contract attached.

Respectfully,



Jessica Murphy
Grimes County Auditor

Grimes County Solid Waste Disposal Contract # 2022-488-101

Scope

Grimes County is seeking to hire as an Independent Contractor, a company that is TCEQ compliant to provide the equipment to necessary to collect and then to haul solid waste from the county collection sites.

Locations

Site 1	Anderson	2075 FM 244, Anderson, TX 77830
Site 2	Bedias	3590 Plum St., Bedias, TX 77831
Site 3	Iola	7505 Hillsboro St., Iola, TX 77861
Site 4	Stoneham	10810 Spur 234, Navasota, TX 77868
Site 5	Whitehall	14508 FM 362, Navasota, TX 77868
Site 6	Sheriff Office / Jail	382 FM 149 West, Anderson, TX 77830

Hours of Operation

Site 1	Saturday 7:30-11:30, Wednesday & Friday 7:00-3:00
Site 2	Saturday, Tuesday, Thursday & Friday 7:00-3:00
Site 3	Saturday 7:00-11:00, Monday, Wednesday & Thursday 7:00-3:00
Site 4	Saturday 12:00-3:00, Tuesday & Thursday 7:00-12:00
Site 5	Saturday 8:00-4:00 and Wednesday 7:00-3:00
Site 6	Not open to public, for use by Grimes County only

The Grimes County Solid Waste / Environmental Department Head, or designee, will communicate what hours each site will be available for service and what their expectation of service will be to keep the disruptions to the citizens at a minimum. However, sites may be closed on Holidays that are observed by Grimes County. A list of holidays can be found on the County webpage at <https://www.grimescountytexas.gov/page/County%20Holidays>.

Grimes County will award the contract to the vendor chosen in the manner it deems to be in the best interest of the County. Grimes County reserves the right to add an additional contract for optional services listed in this proposal. The additional use of services will be subject to Court approval and the availability of budgeted funds. Grimes County reserves the right to award multiple contracts based on information received from this proposal.

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

Solid Waste Disposal
Contract # 2022-488-101
Proposal Specifications

Each site will have the following unless noted differently on Exhibit "A":

- (1) 2 Cubic Yard Stationary Compactor
- (1) 40 Cubic Yard Roll Off Receiving Container,

Exhibit "A" must be included in your proposal package and needs to have all pricing information. If additional sheets are needed, please place them after Exhibit "A" in this package and clearly label as Exhibit "A" with page number. Any additional sheets given for Exhibit "A" should include the site number and description of each location.

It is anticipated that each location will need to be dumped weekly. It will be the responsibility of the vendor to pay the landfill charge, based on weight per ton, at the time of use. This cost should be included on your monthly invoice to Grimes County, and you provide a copy of the charge if asked. Grimes County does anticipate the cost at the landfill may change over the course of the contract. However, proper notification in writing should be completed as per the contract if that cost does change after the contract effective date. An example of items that might be billed each month may include the rental cost of compactor, cost to dump and return dumpster to each site, fuel surcharge and landfill charge. All items that are necessary to manage the solid waste at each site should be taken into consideration when filling out your proposal, including any charges from the landfill.

Grimes County is considering the implementation of recycling services at our collection sites. If interested in bidding on these services, please complete and include the additional services referred to on the attached sheet marked "Future or Additional Services". You may include other options that your company may provide to Grimes County that will help to maintain each site. Additional sheets may be attached if clearly marked "Future or Additional Services". Please be advised that any future services awarded may result in an additional contract specific to those terms or added as an addendum to the current contract.

Failure to bid on the additional services will not cause your proposal to be disqualified. You may submit a proposal solely for the services your company can provide at this time.

Onsite visits may be arranged through Grimes County Solid Waste / Environmental Department Head, Kat Lee (936) 873-4493 or designee, Lisa Hyman (936) 873-4495.

Proposals may be obtained from <https://www.grimescountytexas.gov/page/Bids>. All questions should be directed to the Solid Waste / Environmental Department Head, or designee.

<u>Site #</u>	<u>Location</u>	<u>Quantity / Description</u>	<u>Monthly Rental</u>	<u>Maintenance Fee</u>	<u>Hauling</u>	<u>Other Charges / Surcharges</u> <i>Please be specific on item and price</i>
1	Anderson 2075 FM 244 Anderson, TX 77830	(1) 2 cubic yard stationary compactor				
		(1) 40 cubic yard roll off receiving container				
2	Bedias 3590 Plum St. Bedias, TX 77831	(1) 2 cubic yard stationary compactor				
		(1) 40 cubic yard roll off receiving container				
3	Iola 7505 Hillsboro St. Iola, TX 77861	(1) 2 cubic yard stationary compactor				
		(1) 40 cubic yard roll off receiving container				
4	Stoneham 10810 Spur 234 Navasota, TX 77868	(1) 2 cubic yard stationary compactor				
		(1) 40 cubic yard roll off receiving container				
5	Whitehall 14508 FM 362 Navasota, TX 77868	(1) 2 cubic yard stationary compactor				
		(1) 40 cubic yard roll off receiving container				
6	Sheriff Office / Jail 382 FM 149 West Anderson, TX 77830	(1) 2 cubic yard stationary compactor				
		(1) 40 cubic yard roll off receiving container				

You may attach additional sheets if needed, however they must be marked as Exhibit "A" to be included in the bid package.

Future or Additional Services

<u>Site #</u>	<u>Location</u>	<u>Quantity / Description</u>	<u>Monthly Rental</u>	<u>Maintenance Fee</u>	<u>Hauling</u>	<u>Other Charges / Surcharges</u> <i>Please be specific on item and price</i>
1	Anderson 2075 FM 244 Anderson, TX 77830	Port-a can w/weekly service				
		Open top container for wood, metal & cardboard recycling				
		Used oil receptacle w/pickup				
2	Bedias 3590 Plum St. Bedias, TX 77831	Port-a can w/weekly service				
		Open top container for wood, metal & cardboard recycling				
		Used oil receptacle w/pickup				
3	lola 7505 Hillsboro St. lola, TX 77861	Port-a can w/weekly service				
		Open top container for wood, metal & cardboard recycling				
		Used oil receptacle w/pickup				
4	Stoneham 10810 Spur 234 Navasota, TX 77868	Port-a can w/weekly service				
		Open top container for wood, metal & cardboard recycling				
		Used oil receptacle w/pickup				
5	Whitehall 14508 FM 362 Navasota, TX 77868	Port-a can w/weekly service				
		Open top container for wood, metal & cardboard recycling				
		Used oil receptacle w/pickup				
6	Sheriff Office Anderson, TX	N/A	N/A	N/A	N/A	N/A

Solid Waste Disposal Services Contract # 2022-488-101

**STATE OF TEXAS
COUNTY OF GRIMES**

WHEREAS, the attached "Proposal" which includes any Invitation for Proposals, General Conditions, Instructions, Specifications, Proposal and Bid Sheet(s) for the item(s) being published as a request or proposals, were solicited pursuant to Texas Local Government Code §262.021;

This contract is entered into on this the _____ day of _____, 2021, to _____, and located at _____ (herein referred to as "THE VENDOR") and Grimes County, Texas acting by and through its authorized representative, THE HONORABLE JOE FAUTH, III, County Judge, with the approval of the Grimes County Commissioners (herein referred to "GRIMES COUNTY");

WHEREAS, THE VENDOR provides collection and disposal services of Household Solid Waste as defined by Texas law;

WHEREAS, THE VENDOR can provide roll-off containers and equipment necessary for the collection of said Household Solid Waste at said collection sites for GRIMES COUNTY;

WHEREAS, THE VENDOR and GRIMES COUNTY desire to enter into a written contract for said collection and disposal services to be provided to GRIMES COUNTY under the terms of this agreement;

NOW, THEREFORE, for and in consideration of the covenants, conditions, and promises as set forth in this agreement, it is agreed by and between THE VENDOR and GRIMES COUNTY that:

I. DEFINITIONS

1. Agreement. The contract between THE VENDOR and GRIMES COUNTY provides for equipment and manpower for the collection and disposal of Household Solid Waste within GRIMES COUNTY under the terms and conditions set out herein.
2. Brazos Valley Solid Waste Management Agency, herein referred to as BVSWMA.
3. Customers. Those GRIMES COUNTY residents utilizing a collection site designated by GRIMES COUNTY.
4. Household Solid Waste. Any waste including garbage and rubbish as defined under §361.003 of the Texas Health and Safety Act (Solid Waste Disposal Act) which can lawfully be deposited, dumped, or placed in any GRIMES COUNTY collection site. Household Solid Waste does not include demolition/construction debris, hazardous substance, or industrial solid waste.
5. Roll-Off Containers. The type of solid waste industry container to be provided by THE VENDOR and loaded by roll-off trucks.

II.
GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED

For and in consideration of the covenants and conditions herein set forth, THE VENDOR shall (i) provide roll-off containers and necessary equipment to maintain and service said roll-off containers at designated collection sites within Grimes County and (ii) haul and dispose of Household Solid Waste collected at the designated disposal sites (hereafter collectively referred to as the "Services"). Maintenance of the roll-off containers shall mean keeping such containers washed, painted, and replaced, if necessary.

III.
DISPOSAL SITE TO BE USED

The BVSWMA Twin Oaks Landfill, 2690 Hwy. 30, Anderson, TX 77830 shall be the disposal site for all Household Solid Waste collected by THE VENDOR pursuant hereto, unless another site is designated by GRIMES COUNTY and agreed to by THE VENDOR.

IV.
RATES TO BE CHARGED

Attached hereto as Exhibit "A" and incorporated herein by reference is the Schedule of Rates which THE VENDOR shall charge GRIMES COUNTY for the aforementioned services, such Schedule of Rates may not be revised by THE VENDOR during the contract term. Additional charges paid by THE VENDOR to BVSWMA may be invoiced to GRIMES COUNTY. Notification in writing should be made no later than ninety (90) days prior to the increase effective date given by BVSWMA of any increase of rates.

V.
PAYMENT BY GRIMES COUNTY

THE VENDOR shall submit monthly invoices to GRIMES COUNTY SOLID WASTE/ENVIRONMENTAL, P.O. BOX 406, ANDERSON, TEXAS premised upon the rates set forth in this agreement. The monthly invoices shall be payable by GRIMES COUNTY within thirty (30) days of their receipt.

VI.
ACCESS TO RECORDS AND REPORTING

GRIMES COUNTY shall have access to THE VENDOR'S records, relating to the services provided pursuant to this agreement. Access by GRIMES COUNTY to THE VENDOR'S records shall be provided upon reasonable notice and during normal business hours of THE VENDOR. These records shall include, but not limited to, any complaints made by customers to THE VENDOR and investigation and/or action taken by THE VENDOR as a result of such complaints or injury.

VII.
PLACEMENT OF ROLL-OFF CONTAINERS AND EQUIPMENT

All roll-off containers and collection equipment shall be placed for service within GRIMES COUNTY and at such locations as selected and prepared by GRIMES COUNTY and its employees, contractors, or subcontractors. GRIMES COUNTY shall be solely responsible for obtaining the rights, license, privileges, easements, or title to the real property on which each collection site is located. GRIMES COUNTY, with the consultation and advice of THE VENDOR shall prepare the collection site for the roll-off container and collection equipment. After GRIMES COUNTY has designated a collection site, THE VENDOR shall provide the roll-off container and collection equipment at such site within thirty (30) days after completion of the necessary site preparation by GRIMES COUNTY and notice thereof. During the performance of Services, THE VENDOR shall not place collection containers on public streets, alleys, or thoroughfares. All vehicles used by THE VENDOR to remove and haul the Household Solid Waste shall be covered to prevent spillage, blowing, or scattering of refuse onto public streets or private property.

VIII.
OBEDIENCE TO LAWS & REGULATIONS

THE VENDOR agrees that it shall comply with all laws, policies, rules and regulations of the United States, The State of Texas, GRIMES COUNTY, and BVWSMA, with regard to the collection and disposal of Household Solid Waste and the disposal of said waste at the landfill herein designated. All collections made under this agreement shall be made by THE VENDOR without unnecessary noise, disturbance, or interference with GRIMES COUNTY citizens.

IX.
OWNERSHIP OF EQUIPMENT & MATERIALS COLLECTED

All roll-off containers, equipment, trucks, vehicles, part, and accessories utilized in the collection and disposal of waste under this agreement shall be the sole and exclusive property of THE VENDOR. The sole and exclusive title to any waste collected by THE VENDOR under this agreement shall remain with GRIMES COUNTY, until it is disposed at the landfill.

X.
TIMELY PROVIDING OF SERVICES

THE VENDOR shall provide the Services on an "as needed" basis. Upon notification by GRIMES COUNTY through the Solid Waste Department and/or its designated employee, THE VENDOR shall provide the Services to that collection site within twenty-four (24) hours of notification (exclusive of weekends and Federal holiday). THE VENDOR shall respond to any complaints within twenty-four (24) hours of receiving notice of such complaint and shall report to GRIMES COUNTY within a reasonable time thereafter, the action taken on the complaint.

**XI.
DEFAULT**

In the event THE VENDOR shall (i) fail to provide Services for a period of five (5) consecutive working days or more; or (ii) fail to provide or keep in effect the insurance required by this contract, THE VENDOR shall be deemed to be in default pursuant to this agreement. Should THE VENDOR fail to cure such default within thirty (30) days after written notice from GRIMES COUNTY describing specifically the events of default alleged, GRIMES COUNTY may terminate this contract. In the event THE VENDOR shall (i) fail to provide services on an "as needed basis", (ii) fail to respond adequately to complaints with twenty-four (24) hours after notice thereof or (iii) fail to comply with any term, covenant or condition of this contract (other than stated above), upon written notice of the alleged default mailed by registered, wherein THE VENDOR shall be given an opportunity to answer the alleged violations, GRIMES COUNTY may terminate this contract upon a majority vote of the Court.

**XII.
INDEMNIFICATION**

In the event GRIMES COUNTY suffers any damages, costs, losses, or expenses due to the unintentional act, omission, mistake, fault, or default of THE VENDOR, then THE VENDOR shall indemnify and hold GRIMES COUNTY harmless for such damage, costs, losses, and expenses.

THE VENDOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS GRIMES COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE VENDOR UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH INJURIES, DEATHS OR DAMAGES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, INCLUDING BUT NOT LIMITED TO, THE COMPARATIVE NEGLIGENCE, CONCURRENT NEGLIGENCE, OR GROSS NEGLIGENCE OF GRIMES COUNTY.

**XIII.
INSURANCE**

THE VENDOR shall procure and maintain, at its sole cost and expense, for the duration of this agreement and in the amount hereinafter stated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by THE VENDOR, its agents, representatives, or employees.

THE VENDOR'S insurance coverage shall be primary insurance with respect to GRIMES COUNTY, its officials, agents, and employees. Any insurance or self-insurance maintained by GRIMES COUNTY, its officials or employees shall be considered in excess of THE VENDOR'S insurance and shall not contribute to it.

Certificates of Insurance and endorsements shall be furnished to GRIMES COUNTY and approved by GRIMES COUNTY before work commences. Upon request, certified copies of all insurance policies to be provided hereunder shall be furnished to GRIMES COUNTY.

The following types of insurance shall be furnished by THE VENDOR:

1. Commercial General Liability Policy
2. Automotive Liability Policy
3. Worker's Compensation Policy,

THE VENDOR shall provide the insurance required hereunder subject to the following requirements:

1. The Insurance Carrier(s) shall be licensed and admitted to do business in the State of Texas.
2. Claims made Policies will not be accepted.
3. GRIMES COUNTY, its officials, agents, and employees are to be added as "Additional Insured" to the General Liability and the Automotive Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to GRIMES COUNTY, its officials, agents, and employees.
4. A Waiver of Subrogation in favor of GRIMES COUNTY with respect to General Liability and Automotive Liability insurance must be included.
5. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in any way limited except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to GRIMES COUNTY.
6. The commercial general liability policy shall provide for Minimum Combined Single Limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage.
7. The automotive liability policy shall provide for Minimum Combined Single Limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage.
8. THE VENDOR shall have workers' compensation insurance for each of its employees, subcontractors, and borrowed servants. Employer liability limits of \$500,000/\$500,000/\$500,000 are required.
9. The policy must be a Texas Compensation policy.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

- a. The company is licensed and admitted to do business in the State of Texas.
- b. The insurance set forth by the insurance company are underwritten on forms which have been approved by the Texas State Board of Insurance or ISO.
- c. Sets forth all endorsements as required above, and insurance coverages as previously set forth herein.
- d. Shall specifically set forth the notice of cancellation, termination, or change in coverage provisions to GRIMES COUNTY.

Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

**XIV.
SAFETY**

THE VENDOR shall perform the Services in accordance with applicable laws, codes, ordinances and regulations of the United States, State of Texas, and GRIMES COUNTY in compliance with OSHA and other laws as they apply to its employees and their working conditions. It is the intent of the parties that the safety precautions are a part of the collection techniques for which THE VENDOR is solely responsible. In the carrying out of the work herein provided, THE VENDOR shall use all proper skill and care, and THE VENDOR shall exercise all due and proper precautions to prevent injury to any property or person. THE VENDOR assumes responsibility and liability and hereby agrees to indemnify GRIMES COUNTY from a liability, costs, damages, suits, or causes of action caused by THE VENDOR'S failure to comply with applicable federal, state, or local laws and regulations, relating to the maintenance of a safe and protected working environment, and the safe use and operation of machinery and equipment in that working environment.

**XV.
NON-EXCLUSIVITY**

THE VENDOR and GRIMES COUNTY agree that this Contract does not limit or prevent GRIMES COUNTY from contracting with other waste haulers (i) for sites other than those listed on Exhibit "A"; and (ii) for sites listed on Exhibit "A" if GRIMES COUNTY, in its sole discretion, determines that there is a need for additional services, other than those services as defined herein, at those sites that THE VENDOR cannot provide.

**XVI.
NOTICES**

All notices required under the terms of this contract to be given either party the other shall be in writing, and unless otherwise specified in writing by the respective parties, shall be sent to the parties at the addresses following:

GRIMES COUNTY: P.O. BOX 406, ANDERSON, TX 77830

All notices shall be deemed to have been properly served only if sent by Registered or Certified Mail, to the person(s) at the address designated as above provided, or to any other person at the address which either party may hereinafter designate by written notice to the other party.

**XVII.
AMDENDMENTS**

It is hereby understood and agreed by the parties to this agreement that no alteration or variation to the terms of this agreement shall be made unless made in writing, approved by both parties, and attached to this agreement to become a part hereof.

**XVIII.
SEVERABILITY**

If any section, sentence, clause, or paragraph of this agreement is for any reason held to be invalid or illegal, such invalidity shall not affect the remaining portions of the agreement.

**XIX.
ASSIGNMENT**

This agreement shall insure to the benefit and be binding upon the parties hereto and their respective successors or assigns and shall not be assignable by either party without the prior written consent of the other party.

**XX.
AUTHORITY**

The parties to this agreement warrant and represent to one another that they have the power and authority to enter into and perform their respective obligation under this agreement in the names, titles and capacities herein stated and on behalf of the entities, persons, estates or firms represented or purported to be represented by such person and all formal requirements necessary or required by any state and/or federal law or private agreement in order for the parties to enter into and perform their respective obligations under this agreement have been fully complied with.

**XXI.
TERM OF AGREEMENT**

The initial term of this agreement shall be for a period of three (3) years beginning on October 1, 2021 and expiring on September 30, 2024. On October 1, 2024, this agreement shall automatically renew and extend in full force and effect for a term of two (2) years unless either party gives written notice by registered mail within sixty (60) days prior to the termination date. The maximum term of this agreement shall not be more than five (5) years.

VENDOR

GRIMES COUNTY

BY: _____

BY: _____

Authorized Agent

County Judge

ATTEST: _____

Grimes County Clerk

Vendor/Bidder's Affirmation

Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

_____ Does not own taxable property in Grimes County.

_____ Does not owe any ad valorem taxes to Grimes County or is not otherwise indebted to Grimes County.

Name of Contracting Company

Contact Name

Title

Mailing Address

City

State

Zip Code

Signature of Company Official Authorizing Bid/Offer

Printed Name

Phone

Fax

E-mail address

REFERENCES

Please list three (3) references, other than Grimes County, who can verify your performance as a vendor. Performance includes but is not limited to, sales and/or service, delivery, invoicing, and other items as may be required for Grimes County to determine Respondent's ability to provide the intended goods or services of this Proposal. References must be able to verify the quality-of-service Respondent's company provides and that the Respondent has completed a project of similar size and scope of work in this solicitation.

Government/Company Name:	_____
Address:	_____
Contact Person and Title:	_____
Telephone Number:	_____
E-mail Address:	_____
Scope of Work:	_____
Contract Period:	_____

Government/Company Name:	_____
Address:	_____
Contact Person and Title:	_____
Telephone Number:	_____
E-mail Address:	_____
Scope of Work:	_____
Contract Period:	_____

Government/Company Name:	_____
Address:	_____
Contact Person and Title:	_____
Telephone Number:	_____
E-mail Address:	_____
Scope of Work:	_____
Contract Period:	_____

Certificate of Interested Parties

HB 1295 was passed by the Texas Legislature in 2015. The bill took effect January 1, 2016. The link below will take you to the Texas Ethics Commission website where you need to complete the form, print it out, have it notarized and then mail the original form to:

Jennifer Henk
Grimes County Auditor's Office
PO Box 510
114 W. Buffington
Anderson, TX 77830

http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

At this link, you will find videos that will take you through the steps needed to set up your User ID and complete the form as a business entity.

The contract number that you will need to complete this form is: 2022-488-101

If you have any questions or problems, please call Jennifer Henk at (936) 873-4414 for assistance.

What is House Bill 1295 ("HB 1295")?

The 84th Texas Legislature recently passed HB 1295, which enacted Section 2252.908 of the Texas Government Code. This new law prohibits a governmental entity or state agency from entering certain contracts with a business entity unless the business first submits a disclosure of interested parties.

To whom does HB 1295 apply?

All "business entities" (sole proprietorship, partnership, or corporation, regardless of if it's for profit or a nonprofit entity) that enter into a contract with a "governmental entity" (city, county, public school district, or special purpose district or authority).

How does a business entity comply with HB 1295?

The Texas Ethics Commission ("TEC") has developed the following prescribed procedures:

- First, the business entity assesses the TEC website at <http://www.ethics.state.tx.us/File/> and completes form 1295 online, making all necessary disclosures required by HB 1295. Business entities will need to create an account the first time they login to the TEC system. Business entities MUST complete the Form 1295 online.
- Upon completing the form, the TEC website will generate a PDF version of the business entity's Form 1295, including creating a unique "Certificate Number" that is stamped in the upper right-hand corner of the form.
- Then the business entity executes and notarizes a hard copy of the form and submits it to the governmental entity on or before the award of the contract

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 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.

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?

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 or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

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 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.