



09/18/2025

Muskogee County
400 W Broadway #110
Muskogee, OK 74401
918-682-2169 / 918-316-8260

REGARDING: BID #37
Waste Removal Services
400 W Broadway, Muskogee

Requested service: (1) 8YD serviced 3 times per week
or
(2) 4YD serviced 3 times per week (alternate option)

Quoted service: (1) 8YD serviced 3 times per week
\$825 per month
Delivery charges waived

Thank you for the opportunity to bid!

Marc Herringshaw

Integrity | Excellence | Service | Since 1979

Connect with us online:
www.facebook.com/HerringshawWMR

Alimarc Enterprises LLC dba
Herringshaw Waste Management
3221 E. Hancock St.
Muskogee, OK 74403

TERMS and CONDITIONS

1. Sealed bids will be opened in the Commissioner's Conference Room, 400 W BROADWAY, SUITE 010
MUSKOGEE, Oklahoma, at the time and date shown on the
invitation to bid form.
2. Late bids will not be considered. Bids must be received in sealed envelopes (one to an envelope) with bid number and
closing date written on the outside of the envelope.
3. Unit prices will be guaranteed correct by the bidder.
4. Firm prices will be F.O.B. destination.
5. Purchases by MUSKOGEE County, Oklahoma, are not subject to state or federal taxes.
6. This bid is submitted as a legal offer and any bid when accepted by the County constitutes a firm contract.
7. Oklahoma laws require each bidder submitting a bid to a county for goods or services to furnish a notarized sworn statement
of non-collusion. A form is supplied below.
8. Bids will be firm until 09/22/2025 (Date) 9:00am

AFFIDAVIT: I, the undersigned, of lawful age, being first duly sworn on oath say the he (she) is the agent authorized by the bidder
to submit the above bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of
freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as
to quantity; quality or price in the prospective contract or any other terms of said prospective contract; or in any discussions
between bidders and any state official concerning exchange of money or other thing of value for special consideration in the
letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or
employee of the State of Oklahoma (or other entity) any money or other thing of value, either directly or indirectly in the
procuring of the award of a contract pursuant to this bid.

Subscribed and sworn before this 17 day
of September, 20 25 (SEAL)

My commission expires 7/19/2027

Firm: Herringshaw Waste Management

Signed by: Mani Caldwell
(Manual Signature of Undersigned)

Address: 3221 E. Harrocks St.

Phone: 918-687-4133

Zip: 74403

NOTARY PUBLIC (CLERK OR JUDGE)

In accordance with 62 O.S. § 310.9

Other terms and conditions can be added at the discretion of the County officers.

2nd day of Sept 2025
Chairman [Signature]
Member [Signature]
Member [Signature]
Attest [Signature] County Clerk





SERVICE AGREEMENT

NEW CUSTOMER

Quote ID#: 13210

Prospect #: 14-14987

PO BOX 775 TONTITOWN, AR 72770

Phone: (877) 592-2737

Service Information				Billing Information			
Name Muskogee County Commissioners Office				Name			
Address 400 W BROADWAY				Address			
City MUSKOGEE		State OK	Zip 74401	City		State	Zip
Contact Name				Attention			
Phone				Phone			
Email				Bill Delivery Printed			

NEW Service/Equipment														
Qty	Description	Size	Material	Freq	M	T	W	H	F	S	U	Rate	Unit	Total
1	8YD F/L DELIVERY	8.00										75.000	PEREACH	75.00
1	8YD F/L TRASH SERVICE	8.00		3XWEEK								160.000	PEREACH	480.00
1	8YD F/L REMOVAL	8.00										75.000	PEREACH	75.00

Contract Effective Oct-01-2025	Contract Expiration Oct-01-2026	Service Start Date Oct-01-2025	Billing Start Date Oct-01-2025
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Service Notes:	Contract Notes: No fuel Surcharges or Environmental fees. This can be changed to 2 - 4yds if that is preferred for the same price.
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This is a legally binding contract, contractor agrees to provide and customer agrees to accept the services and equipment at the charges and frequency indicated in this agreement, subject to the terms and conditions specified on the reverse side hereof. The undersigned individual hereby states that he/she has the authority to bind the above customer to this agreement and to all terms on the back of this agreement.

Application of Payments:

In the absence of specific remittance instructions provided at the time of payment, all payments received shall be applied by Company in its sole discretion, but generally in the following order: first, to the oldest outstanding invoice(s) on the account, including any applicable late fees, interest charges, or penalties. Customer acknowledges and agrees that failure to include remittance details may result in the application of funds in a manner not intended by Customer, and such application shall be deemed final and binding.

Variable Charges:

CARDS uses variable charges to address volatility in certain costs of providing our services, including fuel and environmental costs. A Fuel Recovery Fee and an Environmental Fee, both calculated as a percentage of the invoiced Charges, will be included on your invoice. Information about these fees can be found on our website at cardsrecycling.com.

Contractor: CARDS EASTERN OK

Authorized Signature: Tracy Dawson

Print Name: Tracy Dawson

Title: Territory Sales Exec Date: 9-18-25

Customer: _____

Authorized Signature: _____

Print Name: _____

Title: _____ Date: _____

Terms and Conditions

1. **SERVICES PROVIDED.** CARDS Holdings, Inc., directly or through one of its wholly-owned subsidiaries ("Company") will provide Customer (whose name appears on page 1) with disposal, treatment, and recycling services ("Services") for Customer's nonhazardous solid waste, special waste, and/or hazardous waste (collectively "Waste") as described on page 1 of this Agreement and/or Profile Sheets (if applicable). Solid Waste means garbage, refuse and rubbish including those, which are recyclable, but excluding Special Waste and Hazardous Waste. Special Waste includes polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with applicable federal, state, provincial or local laws or regulations. Hazardous Waste means any toxic or radioactive substances; as such terms are defined by applicable federal, state, provincial or local laws or regulations. All Waste that is generated, handled and/or collected by Customer shall be disposed of, treated and recycled exclusively by Company during the term of this Agreement. When Company handles special or hazardous waste for Customer, Customer shall provide Company with a Generator's Waste Profile Sheet ("Profile Sheet") describing all special or hazardous waste and provide a representative sample of such waste on request and such Profile Sheet shall be incorporated herein.
2. **CUSTOMER WARRANTIES.** Customer hereby represents and warrants that all Waste delivered by Customer to Company (either by Customer or an employee or contractor of Customer) shall be in accordance with waste descriptions given in this Agreement and shall not be or contain any Nonconforming Waste. "Nonconforming Waste" means: (a) non-hazardous Solid Waste that contains regulated Special Waste or Hazardous Waste; (b) waste that is not in conformance with the description of the waste on page 1 of this Agreement or the incorporated Profile Sheet (if applicable); (c) waste that is or contains any infectious waste, radioactive, volatile, corrosive, flammable, explosive, biomedical, biohazardous material, regulated medical or hazardous waste or toxic substances, as defined pursuant to or listed or regulated under applicable federal, state or local law, except as stated on a Profile Sheet (if applicable); or (d) waste that is prohibited from being received, managed or disposed of at the designated disposal facility by federal, state or local law, regulation, rule, code, ordinance, order, permit or permit condition. Customer (including its subcontractors) represents and warrants that it will comply with all applicable laws, ordinances, regulations, orders, permits or other legal requirements applicable to the Waste.
3. **TERM OF AGREEMENT; NOTICE.** The Initial Term of this Agreement shall commence on the Effective Date set forth above and run for 36 months. This Agreement shall automatically renew thereafter for additional terms of thirty-six (36) months each (each a "Renewal Term") unless either party gives to the other party written notice of termination at least ninety (90) days prior to the termination of the then-existing Initial Term or Renewal Term in which case this Agreement shall not renew. If during the term of this Agreement, Customer receives an offer from a third-party which provides services similar to the Services or if the Customer intends to solicit an offer from a third-party which provides services similar to the Services, the Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.
4. **NONCONFORMING WASTE.** Title to and liability for Nonconforming Waste shall remain with Customer at all times. Company shall have the right to inspect, analyze or test any waste delivered by Customer. If Customer's Waste is Nonconforming Waste, Company can, at its sole option, reject Nonconforming Waste and return it to Customer or require Customer to remove and dispose of the Nonconforming Waste at Customer's expense. If Customer elects to handle, rather than reject, Nonconforming Waste, Company shall have the right to manage the same in the manner deemed most appropriate by Company given the characteristics of the Nonconforming Waste. Company may assess and Customer shall pay additional fees associated with delivery of Nonconforming Waste, including, but not limited to, special handling or disposal charges, and costs associated with different quantities of waste, different delivery dates, modifications in operations, specialized equipment, and other operational, environmental, health, safety or regulatory requirements. Customer shall indemnify and hold Company harmless from and against any and all costs, claims, expenses, losses, fines, penalties and/or damages incurred as a result of or relating to Customer's tender or delivery of Nonconforming Waste or other failure to comply or conform to this Agreement, including costs of inspection, testing and analysis.
5. **TITLE.** Title to and ownership of acceptable Waste shall transfer to Company upon its final acceptance of such waste.
6. **COMPANY WARRANTIES.** Company hereby represents and warrants that: (a) Company will manage the Waste in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations; and (b) it will use disposal facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of Waste. **Company makes no other warranties and hereby disclaims any and all other warranties, whether implied or statutory, to the fullest extent permitted by law.**
7. **LIMITED LICENSE TO ENTER.** When a Customer (to include Customer's employees and contractors) is transporting Waste to a Company facility, Customer shall have a limited license to enter a disposal facility for the sole purpose of off-loading Waste at an area designated, and in the manner directed, by Company. Customer shall and shall ensure that its employees and contractors comply with all rules and regulations of the facility, as amended. Company may reject Waste, deny Customer entry to its facility and/or terminate this Agreement in the event of Customer's failure to follow such rules and regulations.
8. **CHARGES AND PAYMENTS.** Customer shall pay the rates set forth on page 1 which may be modified as provided in this Agreement. The rates may be adjusted by Company upon written notice to Customer to account for: any increase in disposal or fuel costs; any change in the composition of the Waste; increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, necessary environmental charges required by the Company to offset the environmental costs incurred by the Company in running disposal facilities, imposition of taxes, fees or surcharges and acts of God such as floods, fires, etc. Company may also upon 30 days written notice to Customer increase the charges to reflect increases in the Consumer Price Index for trash services for the municipal or regional area in which the Services are rendered. Increases in charges for reasons other than as provided above require the consent of Customer which may be evidenced verbally, in writing or by the actions and practices of the parties. Customer shall pay the rates in full within 30 days of receipt of each invoice from Company. Customer shall pay a late fee for each unpaid invoice in an amount equal to the lesser of 10% of the invoice or the maximum amount permitted by applicable law.
9. **INDEMNIFICATION.** Customer shall indemnify, defend and hold the Company harmless from and against any and all claims, losses, demands, liens, causes of action or suits, judgments, fines, assessments, liabilities, damages and injuries (including death) of whatever kind or nature, including to all persons or property, arising out of or as a result of (i) Customer's breach of this Agreement or (ii) any negligent act, negligent omission or willful misconduct of the Customer (to include Customer's employees and contractors) in the performance of this Agreement or in the use, operation or possession of any property or equipment furnished by the Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.
10. **UNCONTROLLABLE CIRCUMSTANCES.** Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, permit changes and regulations, restrictions (including land use) therein, and the affected party shall be excused from performance during the occurrence of such events.
11. **ASSIGNMENT.** This Agreement shall be binding on and shall inure to the benefit of the parties and their respective heirs, successors, and assigns.
12. **ENTIRE AGREEMENT.** This Agreement represents the entire understanding and agreement between the parties relating to the management of waste and supersedes any and all prior agreements, whether written or oral, between the parties regarding the same; provided that, the terms of any national service agreement between the parties shall govern over any inconsistent terms herein.
13. **TERMINATION.** Company may immediately terminate this Agreement, (a) in the event of Customer's breach of any term or provision of this Agreement, including failure to pay on a timely basis or (b) if Customer becomes insolvent, the subject of an order for relief in bankruptcy, receivership, reorganization dissolution, or similar law, or makes an assignment for the benefit of its creditors or if Company deems itself insecure as to payment. Notice of termination shall be in writing and deemed given when delivered in person or by certified mail, postage prepaid, return receipt requested.
14. **LIQUIDATED DAMAGES.** In the event Customer terminates this Agreement prior to the expiration of the Term for any reason other than as expressly permitted hereunder, or in the event Company terminates this Agreement for Customer's breach or default, Customer agrees to pay liquidated damages to Company, in addition to all other amounts due and owing from Customer at the time of such termination and Company's legal expenses incurred in collecting any amounts due from Customer hereunder, as follows: (a) if the remaining Term under this Agreement is 12 or more months, Customer shall pay Company the average of its 12 most recent monthly charges for service multiplied by 12; or (b) if the remaining Term under this Agreement is less than 12 months, Customer shall pay Company the average of its 12 most recent monthly charges for services multiplied by the number of months remaining in the Term. Customer acknowledges that the actual damages to Company in the event of premature termination of this Agreement by Customer is difficult to fix or prove, and the foregoing amount of liquidated damages is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty.
15. **RIGHT OF FIRST REFUSAL.** Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.
16. **MISCELLANEOUS.** (a) In the event Customer fails to pay Company all amounts due hereunder, Company will be entitled to collect all reasonable collection costs or expenses, including reasonable attorney fees, court costs or handling fees for returned checks from Customer; (b) The validity, interpretation and performance of this Agreement shall be construed in accordance with the law of the state in which the Services are performed; (c) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be deemed severable from and shall not affect the remainder of this Agreement, which shall remain in full force and effect; and (d) Customer's payment obligation for Services and Customer's Warranties and Indemnification promises shall survive termination of this Agreement.

Customer Signature:

MUSKOGEE

County, Oklahoma

COUNTY PURCHASING OFFICE

400 W BROADWAY, SUITE 110

MUSKOGEE, OKLAHOMA 74401

Phone Number (918) 682-2169

Invitation to Bid

PLEASE REVIEW TERMS AND CONDITIONS ON REVERSE SIDE
RELATING TO SUBMISSION OF THIS BID.
Notarized Affidavit completions and signature required on reverse side.

Date Issued September 2nd, 2025

Page 1 of 2

BID NUMBER

#37

BID CLOSING DATE AND HOUR

09/22/2025 @ 9am

REQUIRED DELIVERY DATE

(Days after award of Purchase Order)

Date of Delivery**TERMS**

ITEM	QUANTITY	UNIT OF ISSUE	DESCRIPTION	UNIT PRICE	TOTAL
			<p>Muskogee County Commissioners are now accepting bids for Trash Service.</p> <p>It will need to be picked up 3 times a week. Either 2ea 4-yard dumpsters or 1ea 8-yard dumpster</p> <p>Please make sure the terms and conditions are notarized.</p> <p>Questions: Contact, Carrie Wages 918-316-8260</p> <p>Bids MUST be time stamped at the County Clerk's office NO later than 9:00 am 09/22/2025.</p> <p>Please put bid# on the outside of the sealed envelope</p> <p>Bids may be mailed to:</p> <p>Polly Irving, Muskogee County Clerk PO Box 1008 Muskogee, OK 74401 or delivered to the office at: 400 W Broadway Muskogee, OK 74401</p>		

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Subscribed and sworn before this 9th day
of September, 2025



My commission expires 3/9/2028

Christy J. Horn
NOTARY PUBLIC (CLERK OR JUDGE)

Firm:

Cards Recycling

Signed by:

Nancy Dawson

(Manual Signature of Undersigned)

Address:

6000 S. Cherokee

Phone:

918-315-3815

Zip:

74403

In accordance with 62 O.S. § 310.9

NOTE: Other terms and conditions can be added at the discretion of the county officers.

2nd day of Sept 2025

Chairman

Member

Member

Attest

Dee Ring
County Clerk

