

City of Jackson
Request for Proposals

Solid Waste Collection Services
City of Jackson, Mississippi

November 2023



City of Jackson Department of Public Works

Robert Lee, P.E., Interim Director

PROPOSAL DUE DATE:

December 18, 2023, 3:30 p.m., Central Standard Time (CST)

ATTENTION:

Lakesha Weathers

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SECTION 1- INTRODUCTION

1.1 PURPOSE OF THE REQUEST FOR PROPOSALS

The City of Jackson (City) is requesting proposals from qualified Service Providers to provide residential solid waste collection and transportation to a designated transfer station or landfill. **Award of a contract for this project is subject to the availability of funding.**

1.2 BACKGROUND

The City of Jackson 2020 population was 153,701. The current agreement provides for the collection and transportation of residential Solid Waste, Yard Waste, and Bulk Waste. The City operates a grant-funded program where White Goods, scrap metal, and tires are collected from residential customers upon request. Residential Solid Waste collection services are provided twice per week.

On average, 54,286 tons of waste is landfilled from the City of Jackson annually. All of the City's residential Solid Waste is taken to the Waste Management Transfer Station at 1462 Country Club Road, Jackson, MS 39209, before it is disposed at the Clearview Landfill at 2253 Mudline Road, Lake, MS, which is owned and operated by Waste Management. Disposal at the facility owned by Waste Management is pursuant to the terms of a Solid Waste Disposal Agreement that will expire on October 31, 2025. The current cost of disposal for Residential Solid Waste is \$27.56 per ton. The cost is subject to annual indexing for inflation using the Consumer Price Index for Water, Sewer, and Trash (WST), Not Seasonally Adjusted, All Areas, as published by the United States Department of Labor.

1.2.1 PENDING LITIGATION CONCERNING PREVIOUS REQUEST FOR PROPOSALS

The City issued a Request for Proposals for similar solid waste collection services in October 2021. The Request for Proposals did not result in the award of a contract by the City. However, the failure to award a contract under that Request for Proposals was appealed to the Circuit Court for the First Judicial District of Hinds County, Mississippi, *Richard's Disposal vs. City of Jackson Mississippi*, 25CI1:23-cv-00200-AHW (Hinds County Cir., 2023). That appeal of the decision not to award the contract is currently pending. Any Service Provider intending to submit a proposal under this current Request for Proposals is strongly encourage to review the pleadings filed in that case. Any Contract entered into pursuant to this current Request for Proposals shall be subject to the decision of the Court in the pending appeal and the decision of an appeal of that decision, if any. Consequently, the City reserves the right to terminate any Contract entered into pursuant to this current Request for Proposals, if so required by the final decision of the Court or Court(s) hearing the appeal, or if, as a result of a court's decision, termination is determined to be in the best interest of the City. In the event the City is required to terminate any Contract entered through this current Request for Proposals, the Service Provider agrees to waive any and all recourse against the City arising from or related to such termination of the Contract and agrees to assist in the transition of service.

1.3 DEFINITIONS

Unless the context clearly indicates that another meaning is intended, the following terms, when used in this solicitation, have the meaning ascribed to them in this section:

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- **Annexed Area:** means any area contiguous to the Contract Area that is added to the boundaries of the City of Jackson by any method of annexation following the Effective Date of the Contract.
- **Bulk Waste:** means furniture and other waste materials (excluding White Goods, commercial construction debris, Hazardous Waste, and Yard Waste) with weights or volumes greater than those allowed for containers.
- **Cart:** means a container the Service Provider provides for Residential Solid Waste services in the Proposal. All equipment will be maintained in good repair and appearance. The Service Provider will be responsible for replacing faulty or damaged containers to the household. If the household is deemed responsible for the necessary replacement, an appropriate reasonable fee may be assessed by the Service Provider.
- **City:** means the City of Jackson, Mississippi.
- **City Employee:** mean an employee of the City subject to its personnel policies.
- **Collection Schedule:** means the defined days of collection designated by the City.
- **Company:** means a Service Provider that has been selected by the City to provide the services procured through this RFP.
- **Container** means a metal or plastic can of not less than ten gallons, nor more than 30 gallons capacity, fitted with a closely fitting cover, or a treated sack having the same capacity.
- **Contract:** means the written agreement signed by the Company and the City, following the award of the project, and the Contract Documents, which together set forth the terms, conditions, and responsibilities between the parties for carrying out the objects of the RFP.
- **Contract Area:** means the area(s) of the City, including any Annexed Areas, within which services will be provided by the Service Provider, during the term of the Contract and any extensions, if granted.
- **Contract Documents:** means the Request for Proposals, Instruction to Service Providers, Definitions, Service Provider's Proposal, the Contract, the performance bond and any addenda or changes to the foregoing documents agreed to by the City and the Service Provider.
- **Contract Technical Representative:** means a City employee(s) who observes the operations of the Service Provider to ensure that the services are performed according to the Contract and City Code.
- **Curbside:** means that location, with respect to a residence, which is most immediately adjacent to a City Street or State or Federal highway
- **Customer:** means a resident of a Residential Unit, who will be provided curbside collection services

through this procurement, specifically referring to a resident in the Contract Area.

- Disposal Site: means a refuse depository including, but not limited to, sanitary landfills, transfer stations, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.
- Effective Date: means the date that the Contract between the City and the Company is in effect.
- Evaluation Committee: means a committee, as appointed by the City, responsible for recommending the best Service Provider for the services being procured through this RFP.
- Fee: means a dollar amount inclusive of all Service Provider's costs (including, but not limited to, overhead, insurance, labor, equipment, and advertisements) and profit charged for a specific service(s).
- Garbage: means putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food, including wastes from markets, storage facilities, handling and sale of produce and other food products, and excepting such materials that may be serviced by garbage grinders and handled as household sewage.
- Hazardous Waste: means materials (whether solids, liquids or gases) which constitute a hazard to health or safety, including, but not limited to, poisons, acids, caustic materials or solutions, chemicals, Freon gas, polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infectious or infected wastes, radioactive materials and petroleum products, offal, fecal matter, explosives, radioactive materials, flammable substances, and any waste, substance, or material that under any federal, state or local environmental law is deemed hazardous, toxic, a pollutant, or a contaminant, including, without limitation, any substance defined or referred to as a "hazardous waste," a "hazardous substance," a "toxic substance," or similar designation under any federal, state or local environmental law.
- Holidays: means holidays observed as listed in City personnel rules and regulations which are:
 - New Year's Day
 - Martin Luther King, Jr. Day
 - Thanksgiving Day
 - Christmas Day
- Landfill: means a Disposal Site for disposing of Residential Solid Waste
- Missed Collection: means any properly prepared Refuse, Yard Waste, or Bulk Waste not picked up on the scheduled collection day.
- Request for Proposals (RFP): documents, including documents attached or incorporated by reference, utilized for soliciting proposals in accordance with the procedures and instructions set forth herein.

- **Residential Unit:** means a dwelling unit such as a home or trailer, or a dwelling unit in a multifamily dwelling of four or less units, not including hotels or motels. A Residential Unit shall be deemed occupied when water services are being supplied thereto.
- **Roll-Off Containers:** means a container to be used where dumpsters are not of sufficient capacity or materials are not suitable for dumpster usage. Container sizes are 20, 30, and 40 cu. yd., either open top or enclosed compactor type.
- **Rubbish:** means non-putrescible solid wastes (excluding ashes) consisting of both combustible and noncombustible wastes. Combustible rubbish includes paper, rags, cartons, wood, furniture, rubber, plastics, yard trimmings, leaves and similar materials. Noncombustible rubbish includes glass, crockery, metal cans, metal furniture and like materials which will not burn at ordinary incinerator temperatures (not less than 1600 degrees F).
- **Service Provider:** means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, local government, solid waste authority, or any other private or public legal entity with a minimum of five (5) years of experience collecting and transporting solid waste for a governmental entity with a population at least as large as the City that has interest and the ability to provide the services being procured through this RFP.
- **Solid Wastes:** means any garbage, rubbish, sludge from a waste treatment plant, water supply treatment plant or air pollution control facility and other discarded material, including solid, liquid, semisolid or contained gaseous material resulting from industrial, commercial, mining and agricultural operations, and from community activities, but does not include solid or dissolved material in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, as amended (86 Stat. 880), or source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954.
- **Residential Solid Waste:** means Solid Waste generated by a Residential Unit, City facility, or community activity. It excludes commercial and industrial Solid Waste, sludge from a wastewater plant, water supply treatment plant, or air pollution control facility and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations.
- **Staff:** means all employees of the Company who perform services for the City.
- **Street:** means a public road in a city or town, typically with houses and buildings on one or both sides.
- **Submission Date:** means the date and time proposals responding to this this RFP are due to the City.
- **White Goods:** means any large household appliance including refrigerators, stoves, dishwashers, water heaters, washers, dryers, or other similar appliances.

- Yard Waste: means grass, weeds, leaves, tree and shrubbery pruning and other similar materials generated in the maintenance of lawns and gardens, which are separated from other Solid Waste.

1.4 USE OF SUBCONTRACTORS

It is understood that the primary supplier responding to this request for proposal may not have the capacity to undertake all the tasks outlined and in order to fulfill the EBO guidelines, a subcontractor may be needed. The successful candidate may develop agreements with subcontractors in order to provide and manage the full scope of services requested by the City. If one or more subcontractors are to be used, the subcontractor must be clearly identified and noted in the proposal when it is submitted. The City must approve any change in the use of subcontractors in advance and in writing. No such approval will be construed as making the City a party to such subcontract or subjecting the City to liability of any kind to any subcontractor. No subcontractor will under any circumstances relieve the Service Provider of its liability and obligation under any resulting contract. Subcontractors are subject to the same contractual conditions as the Service Provider, including all federal, state, and local regulations and ordinances.

1.5 DISCLAIMER

The City and its advisors have, to the best of their knowledge, represented information and data that are current and applicable to this RFP. The City is providing the information contained herein as a courtesy to the Service Provider. The City and its advisors neither guarantee nor warranty that the information contained in this RFP or referenced documents is accurate and complete. The City and its advisors are not and will not be liable for omissions or errors contained in this RFP. It is the Service Provider's responsibility to use this information and verify the same during the proposal, negotiation, and contract implementation periods through its own due diligence.

SECTION 2 - PROPOSAL INSTRUCTIONS

2.1 GENERAL

Respondent Service Providers shall provide:

- 1) one (1) electronic and (1) bound hard copy of the complete original (non-redacted) version of the proposal including all attachments in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®) labeled accordingly and including the required EBO Plan, as well as one unbound signed original EBO Plan.

Section components must be clearly distinguished as follows:

- a. COVER LETTER Transmittal Form Sheet (Attachment A)
 - b. COMPONENT 1 - Technical Proposal
 - c. COMPONENT 2 – Cost Proposal
- 2) One (1) electronic and five bound hard copies of **COMPONENT 1 – Technical Proposal** in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®).

- 3) If the proposal contains confidential or trade information, one (1) additional confidential or trade electronic copy of the complete proposal including all attachments shall be submitted in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF), shall be labeled CONFIDENTIAL, and shall redact the confidential or trade information only.

All documents shall be submitted in a sealed envelope or box marked "**Solid Waste Collection Services**". The original and copies shall be indexed with tabs as requested in Section 2.6 Proposal Contents. **The Cost Proposal shall be submitted in a separate sealed envelope that will be submitted in the same sealed envelope or box as the Technical Proposal. This sealed envelope shall be clearly labeled "Cost Proposal" and include the name of the proposer on the outside of the envelope.**

Electronic proposals **MUST** be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

All proposals (both electronic and physical hard copies) must be received no later than 3:30 p.m. Central Standard Time, on December 18, 2023. All physical hard copies shall be submitted to the attention of:

If by hand delivery: City of Jackson
Office of the Municipal Clerk
219 South President Street
Jackson, Mississippi 39201

If by mail: City of Jackson
Office of the Municipal Clerk
Post Office Box 17
Jackson, MS 39205-0017

2.2 QUALIFICATIONS WITHDRAWAL PROCEDURE

Proposals may be withdrawn up until the Submission Date. Any proposal not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to provide the services set forth in the proposal or until one of the proposals has been accepted and an agreement has been executed between the City and the successful proposer.

2.3 RESERVATION OF CITY RIGHTS

The award of this project is subject to the availability of funding. The City reserves the right to request clarification of information submitted and to request additional information of one (1) or more proposers. The City of Jackson reserves the right to reject any and all proposals where the proposer takes exception to the terms and conditions of the RFP and/or fails to meet the terms and conditions and/or in any way attempts to limit the rights of the City of Jackson in any required contractual terms and provisions set forth in this RFP.

The City of Jackson reserves the right to amend the contents of this RFP by Addendum as it deems

necessary. It is the Responding Service Provider's sole responsibility to monitor the City of Jackson website for amendments to this RFP to ensure that their response is pursuant to the amended RFP, if applicable.

The Mayor reserves the right, after opening the proposals, or at any other point during the selection process, to reject any or all proposals, modify or postpone the proposed project, evaluate any alternatives offered, or accept the proposal that, in the Mayor's sole judgment, is in the City's best interest.

The City reserves the right to terminate the Contract if the selected Service Provider fails to begin to perform the work described herein on April 1, 2024.

2.4 REQUESTS FOR INFORMATION

The City specifically requests that any contact concerning this RFP be made with the Solid Waste Manager, Lakesha Weathers, at lweathers@jacksonms.gov. Failure to honor this request will be negatively viewed in the selection process. Any questions related to this solicitation are to be submitted in writing **through email with the subject line, "Solid Waste Collection Services RFP Question" by 5:00 pm CST, December 8, 2023** to receive a response. Responses to all questions received will be delivered in the form of an Addendum to this RFP which will be provided through Central Bidding and any email addresses provided by interested Service Providers. **If a Service Provider obtained their copy of this Request for Proposals by downloading it from the City of Jackson website, it is strongly urged that the Service Provider provide their email address to Lakesha Weathers in order to ensure receiving any and all addenda issued.**

At no time shall any Service Provider or its personnel, contact or attempt to contact, any City of Jackson governing authority or staff member regarding this solicitation except the contact specified above. Should it be determined that any Service Provider has attempted to communicate or has communicated with any City of Jackson governing authority or staff member regarding this solicitation, the City of Jackson, at its discretion, may disqualify the Service Provider from submitting a proposal in response to this RFP or being awarded a contract as result of this RFP.

2.5 PROPOSAL CONTENTS

The Service Provider shall provide detailed information so as to demonstrate its understanding of the services requested. Proposals should be prepared simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements set forth in this RFP. All documents will be typewritten on standard 8.5 x 11-inch white paper. Exceptions would be schematics, exhibits, photographs or other information necessary to facilitate the City's ability to accurately evaluate the proposal. The proposal should be organized as follows:

2.5.1 Cover Letter (Attachment A)

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The Proposal must include a letter of transmittal (Attachment A) attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Service Provider. The cover letter shall provide the name, address, telephone and facsimile numbers of the Service Provider along with the name, title, address, telephone and facsimile numbers of the executive that has the authority to contract with the City. The cover letter shall present the Service Provider's understanding of the Project, a summary of the approach to be undertaken to perform the Services, as well as a summary of the costs to provide the Services.

2.5.2 Executive Summary

The Service Provider shall include an executive summary. The executive summary should outline its Proposal, including the proposed general management philosophy. The executive summary shall, at a minimum, include an identification of the proposed project team's experience, give the responsibilities of the project team, and a summary of the proposed Services. This section should highlight aspects of the Service Provider's Proposal, which make it superior or unique in addressing the needs of the City.

2.5.3 Approach

2.5.3.1 Methodology

The Service Provider shall provide, in this section of the proposal, a description of the method(s) that will be used to accomplish the level of services required in Section 3, Scope of Services. Methods for all areas of Section 3, Scope of Services, must be described.

2.5.3.2 Transition

The Service Provider shall provide a plan for the seamless transition of services from the previous Service Provider. This plan should include the process and timetable for delivery of collection carts for the distribution of educational materials to residents to be served outlining a new Collection Schedule and services to be provided. The Service Provider's plan will need to detail how it will transition within a period of no more than sixty (60) days from award of the Contract.

2.5.3.3 Collection Schedule

The Service Provider shall provide, in this section, its proposed schedule for Residential Solid Waste, Yard Debris, and Bulk Waste collection from Customers.

2.5.3.4 Equipment

Provide the City with a comprehensive list of all equipment, including, but not limited to make, model, year, number of years in service, equipment identification numbers and vehicle tare weights that shall be used in fulfilling the Contract.

2.5.3.5 Facilities

The Service Provider shall further describe, in this section, its plan for providing collection services to all required City facilities.

2.5.3.6 Yard Waste

The Service Provider will identify how it will manage the Yard Waste collected and provide a list of the proposed facilities it intends to use, if different from the facility for disposal of Residential Solid Waste. The list will include the Disposal Site's permit number, current address, contact person and telephone number for each Disposal Site listed. In addition, the Service Provider must submit documentation for the facilities it proposes to use, demonstrating five years of disposal capacity for Yard Waste generated from the City.

The City finds value in a system where Yard Waste are processed for reuse either through mulch facilities or composting. Proposals with innovative approaches for the reuse of Yard Waste will be reviewed with interest.

2.5.4 Public Education

The Service Provider will submit a waste reduction public education plan to the City. The plan must include a copy (outline) of the public education materials the Service Provider intends to distribute to subscribing households and identify a plan for the development and distribution of such educational materials on an ongoing basis. The Service Provider will also define the intentions of the program and indicate a philosophy of educational outreach.

2.6 Service Provider Experience/Capabilities

2.6.1 Experience

The Service Provider shall provide in this section of the proposal, a detailed description of similar services or contracts in which it is presently involved or has completed during the past five (5) years. If the Service Provider is an incumbent provider of these services, the Service Provider may list the City of Jackson contract. The Service Provider should also demonstrate in this section that it has provided solid waste collection services to a city with a population of the City of Jackson or larger for at least five (5) years.

2.6.2 Capabilities

The Service Provider shall provide, in this section of the proposal, a description of its capabilities. Any limitations relative to facilities, staff personnel, ongoing projects/contracts, or any other limitation on the Service Provider's capabilities shall be identified. If the Service Provider is an incumbent provider of these services, the Service Provider may list the City of Jackson contract as the recipient of these services.

2.6.3 Customer Service

The Service Provider shall locate within the City of Jackson its customer service center for City of Jackson customers.

Describe the following items in your Proposal:

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- 2.6.3.1** The Service Provider's customer service philosophy and describe how it is communicated and reinforced throughout the organization.
- 2.6.3.2** Service Provider's approach to total quality management, and how your current customers benefit from your service improvements.
- 2.6.3.3** The Service Provider's complaint resolution procedures.
- 2.6.3.4** The nature of service improvement and increase in customer satisfaction that the Service Provider has been able to achieve in environments comparable to the City's in size and complexity.
- 2.6.3.5** The methodology the Service Provider uses to handle an unhappy customer. How the Service Provider regains that customer's confidence and retains their loyalty.
- 2.6.3.6** The emergency plan in place that the Service Provider will take to deal with emergency situations such as extreme cold temperatures, snow/ice, fire, or natural disaster which may require a deviation from the normal operating procedures. The emergency plan should address Contract Technical Representative notification procedures and include emergency contact information.

2.6.4 Reference

The Service Provider must list local government client references with a contact person and telephone number. List any local government clients that have terminated or discontinued services in the last three years with a contact person, telephone number and explanation for the discontinuation. If the Service Provider is an incumbent provider of these services, the Service Provider may list the City of Jackson contract as the recipient of these services.

2.6.5 Primary Business

Provide, in this section, your primary business interest and/or operations including organization and affiliations. Include the magnitude of your operation as it relates to this project.

2.6.6 Records Management

Describe your record keeping procedures in detail.

2.6.7 Company History

Provide pertinent historical information that will demonstrate your capability to successfully accomplish this project. If the Service Provider is an incumbent provider of these services, the Service Provider may list the City of Jackson contract as the recipient of these services.

2.7 FEE PROPOSAL INSTRUCTIONS

Reasonableness

The Fee Proposal shall remain sealed until the Technical Proposals have been opened and determined to meet the qualifications. All Fee Proposals of qualified Technical Proposals will be opened, evaluated, and ranked. These Fee Proposals will be evaluated for completeness and reasonableness as they relate to the Technical Proposal.

2.8 BID BOND

A certified check or bid bond by a corporate surety licensed to do business in Mississippi and acceptable to the City, in the penal sum of \$1,000,000.00 shall be submitted with the Fee Proposal. The bonds required must be accompanied by a certificate of the surety certifying that whomever executed the bond is authorized to bind the surety company as of the date of the bond and qualified to do business in the State of Mississippi.

2.9 TERMS AND CONDITIONS

The Company shall maintain a local office, which shall be located in the City of Jackson. The hours of operation shall be 7:00 AM - 7:00 PM and office staff should be available during these hours. An answering service shall be linked to the telephone line for after hour issues.

The Company shall assign qualified, competent, and skilled personnel, who will serve as project manager(s) to oversee this Contract. The City shall be notified in advance of any changes with the key personnel. Within one (1) year of the commencement of this Contract, seventy-five percent of personnel performing services for this Contract shall be full-time employees of the Service Provider working on average at least thirty (30) hours per week or one hundred thirty (130) hours per month.

At no time shall the Company's personnel solicit, request, or receive gratuities of any kind from Customers. The Company shall inform its personnel that profane language is prohibited at all times during the performance of their duties. Any personnel of the Company, who engages in misconduct or is negligent in the performance of their duties, shall not continue providing services to the City under this Contract. The City may request the reassignment of any personnel of the Company who violates the provisions of this Contract, or who is determined to be wantonly negligent or discourteous in the performance of their duties while working for the Company performing services under this Contract.

The Company shall pick up all blown, littered, and broken material occurring at the point of collection resulting from its collection and hauling operations. Each truck shall be equipped with the necessary tools to clean up any spilled material from the City Streets, rights-of-way, sidewalks, or Customer's property when spillage is caused by the Company. The Company will use due care in handling all Containers.

The Company shall not enter into any subcontracts, leases, or agreements pertaining to the provision of the services under the Contract without the written consent of the City. The Contract may not be assigned, in whole or in part, in any way without prior written consent of the City.

SECTION 3- SCOPE OF SERVICES

3.1 GENERAL INFORMATION

This Scope of Services is for general information and the formulating of the Service Provider's Fee Proposal. While the Scope of Services and terms and conditions presented reflect the City's preferences, this Scope of Services and the terms and conditions may be modified during the negotiation and contracting phase.

The Service Provider shall collect all properly prepared Residential Solid Waste, Yard Waste, and Bulk Waste from each Customer on the designated collection day. Collections will occur at the curb, except where may otherwise be required to comply with the Americans with Disabilities Act.

The Service Provider shall handle all serviced collection Containers in a manner that avoids damage to them. Containers will be returned to the designated setout location at each residence, standing upright, and will not be thrown or placed in areas where they become obstructions to pedestrians or traffic flow. The Service Provider will make collections with a minimum of noise and disturbance to the householder between specified hours. Service Provider's employees will pick up any Residential Solid Waste spilled by the Service Provider immediately. All areas where glass has been broken or dropped will be swept clean and glass deposited in the truck. All Solid Waste hauled by the Service Provider shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

Any materials set out for collection that are not in an approved Container will be left at the curb along with instructional materials educating the customer about the City's residential collection services. The Service Provider will be free to establish routes to achieve the maximum efficiency of operation. The Service Provider will notify the public of the Collection Schedule at the time service is established. All route changes must be communicated to both the City and Customers, in writing, ten days in advance of the Effective Date.

The Service Provider will maintain City facilities (Dumpsters) and administrative buildings in the same physical condition as before implementing their collection program.

3.2 SUSPENSION OF CURBSIDE COLLECTION

Curbside collection service may be suspended due to extreme or declared emergencies. The Service Provider will stop all work when so directed by the City during severe weather. The Service Provider will complete the work as soon as authority has been granted to proceed. If collection is suspended, Service Provider will perform collection on the next regular collection day after the end of the

suspension.

Pickup days will not be reduced by Holidays but may be combined. Pickups normally scheduled on Holidays will be rescheduled on the next regular collection day. Service Provider will advertise, to all customers, a minimum of three (3) times the schedule changes due to Holidays at least 10 days before any observed Holidays. The City must approve any changes in the Collection Schedule.

3.3 COLLECTION EQUIPMENT

All Service Provider's collection vehicles shall be two model years or less old at the time the collection services begin. Service Provider will keep all equipment in safe operating condition and in proper repair, in a clean, sanitary, and presentable condition. Vehicles must be painted uniformly with the name of the Service Provider, the vehicle identification number and Service Provider's telephone number printed on all four sides in letters not less than 9 inches in height.

No advertising will be permitted on vehicles. All vehicles will be secure and prevent the leakage of any fluids or littering of materials collected. All vehicles used for the collection of Residential Solid Waste will have a fully enclosed metal top. All loading doors and cab doors will be closed before a vehicle is placed in motion. Vehicles will not be overloaded as to scatter Residential Solid Waste, but when Residential Solid Waste is scattered for any reason, it is the responsibility of the Service Provider to immediately pick up scattered matter. Drivers of vehicles which break hydraulic hoses and leak on City rights-of-way will be required to immediately stop operation, clean up fluid with either a compound or cover area with sand to soak up this leakage and sweep up the soak-filled compound or sand and place in truck. A call for a replacement vehicle or repair of leaking hydraulic hose will be required before proceeding with the scheduled route. All clean ups must be reported immediately to the Contract Technical Representative. The report will include the address(es) of the area where the spilled occurred. If an address is not readily available, the Service Provider will, by its vehicle's GPS device, produce an area ID number. When, in the opinion of the Service Provider, the damaged area is cleaned, the Service Provider will contact the Contract Technical Representative who will be responsible for approving that the clean-up was satisfactory and accepted.

Vehicles are to be washed and maintained in a clean and sanitary condition. Vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on Streets and alleys unattended, except as made necessary by loading operations.

Service Provider will promptly repair any damage or injury to any City property, road, right of way, bridge, or highway caused by the Service Provider except through normal wear and tear. Such repair will restore the City property, road, right of way, bridge, or highway to a condition at least equal to that which existed immediately prior to infliction of damage.

3.3.1 Vehicles Used In Collection

All Service Provider's collection vehicles shall be two model years or less old at the time the collection services begin. All vehicles used for collection shall be registered with the Hinds County Tax Collector, and shall be kept in a clean and sanitary condition and a state of good appearance and repair, and shall be painted in a uniform manner.

Collection vehicles shall be painted in Service Provider's color or colors subject to approval by the City, and shall have painted in a contrasting color, at least nine inches high, on each side of each vehicle and on the rear of the vehicle, a four-digit vehicle number. Collection trucks shall be numbered consecutively. Collection vehicles must be registered with the City prior to use.

No advertising shall be permitted other than the name of the Service Provider. The Service Provider shall place a City-approved sign, which will include a City customer service telephone number, on all collection trucks used for residential collections. All vehicles shall be kept in a clean and sanitary condition, and shall be thoroughly washed at least once each week.

The number of collection vehicles (including spares) shall be sufficient to service all Residential Units at the frequency of collection specified.

All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so that they can be contacted by the City.

All such vehicles shall be operated in conformity with Mississippi State traffic laws and where applicable the City of Jackson Code of Ordinances.

The Service Provider's primary collection vehicles shall be used only on this Contract. The Service Provider may use collection vehicles from other sources, or use Contract vehicles for other operations, only with the approval of the City.

The Service Provider (and subcontractors) shall not park or store any collection vehicles on City property for more than a two-hour period, regardless of the signage, without the permission of the City.

All collection equipment used under this Contract shall meet all applicable state and federal safety standards and Service Provider shall obtain all required operating permits. All collection trucks used on this Contract shall meet existing street weight limits in the City. The Service Provider shall not exceed any collection truck weight limit at any time. The Service Provider's monthly report shall include the date, time, truck number, total weight and weight exceeding weight limits for any overweight truck.

All collection vehicles shall be equipped with ambient noise back-up alarms, GPS locating units, pack at idle compaction, engine idle time limiter, automatic transmissions, retarders, arm dampeners, larger than industry standard and low-copper compliant brake lining and synthetic or semi-synthetic fluids. Primary collection trucks shall be equipped with side guard flaps or tanks to improve pedestrian and bicycle safety.

Service Provider shall also provide in its proposal a detailed description of its smart fleet management technology that at a minimum shall provide reporting on service verification, reporting of non-compliant pick-ups, route sequence compliance, and collections per hour per route. The smart fleet

management technology shall also provide notice of non-compliant solid waste, including Yard Waste, by photograph or GPS, automatically provided to City to enable the City to monitor collections and non-collections based on non-compliance and to enable City to communicate with Customers about non-compliance. The smart fleet management technology shall also provide a process by which the City may review collection vehicle camera footage to investigate Customer complaints.

The Service Provider shall purchase and/or lease, and maintain and repair, all vehicles and equipment necessary to maintain its collection services and schedules and to comply with all requirements of this Contract promptly and efficiently. The Service Provider's vehicles and equipment shall be appropriate for, and compatible (in size, weight, and service capability) with, the area(s) where they may be utilized.

Collection vehicles shall not leak from the power train or the body of the truck, nor shall they leak from the collection vessel. All collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of accumulated water during loading and transport operations. The collection vehicles shall have solid metal sides and a fully enclosable metal top.

Service Provider's vehicles used to collect Roll Off containers shall be equipped with a tarpaulin or a net cover with mesh openings not greater than one and one-half (1½) inches in size. The cover shall be kept in good mechanical order, without holes. The cover shall fully enclose the Service Provider's load at all times.

Prior to use, a tare weight shall be established for all of the Service Provider's collection vehicles. At the City's discretion, the tare weight of any collection vehicle may be checked at any time, by the City Technical Representative.

Except for extraordinary circumstances, as determined by the City, all collection vehicles and equipment shall be empty and devoid of all Solid Waste prior to the commencement of daily collection service.

3.3.2 RESERVE VEHICLES AND EQUIPMENT

The Service Provider shall have sufficient reserve vehicles and equipment available to complete daily collection routes according to the schedules and hours of collection established in this Contract. The use of reserve vehicles and equipment shall include, but not be limited to, occasions when front line vehicles and equipment are out of service, or delays prevent front line vehicles and equipment from completing their daily collection route(s) within the established hours of collection. The reserve vehicles and equipment shall be readily available for service within two (2) hours of any breakdown. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment they are replacing.

3.3.3 VEHICLE MAINTENANCE AND CONDITION

At a minimum, all of the Service Provider's collection vehicles and equipment shall be operated and maintained in compliance with the manufacturer's specifications, and all applicable laws and

regulations. The Service Provider's collection vehicles and equipment shall be kept in good repair and appearance, and in a sanitary, clean condition, at all times. Vehicles shall be washed thoroughly on the outside, and sanitized with a suitable disinfectant and deodorant, a minimum of once-per-week (or more frequently if necessary or as requested by the City).

The Service Provider shall monitor, maintain and repair its collection vehicles and equipment to prevent fuel and lubricant spills. The Service Provider shall keep its collection vehicles and equipment in good repair and condition to prevent leaks from oil and hydraulic systems, as well as waterproof seals and enclosures.

All collection vehicles used within the Contract Area shall identify as a valid hauler for the City and bear signage as a City Service Provider, and any other City messaging required. The City will provide the content, form and format of the vehicle identification, signage, and messaging. The collection vehicle shall not display any vehicle identification, signage or messaging other than that approved by the City. Vehicle serial numbers shall be displayed at all times, in letters at least nine (9) inches high, on all four (4) sides of all collection vehicles.

3.3.4 CITY'S RIGHT TO INSPECT VEHICLES

The City may inspect the Service Provider's vehicles, equipment, licenses, registrations, and Service Provider fleet records at any time at its own discretion. The City reserves the authority to require the Service Provider to immediately remove any collection vehicle or equipment from service for reasons deemed by the City including but not limited to, leaking or spilling of fluids and escaping of Solid Waste. The City also may require any collection vehicle or equipment to be washed within one (1) business day of a City request. In such cases, the Service Provider shall immediately notify the City Technical Representative of the remedial action that will be taken to correct the problem and document in writing that the corrective action was taken. When the City conducts any inspection, Service Provider staff shall fully cooperate with City staff. The Service Provider shall state names and titles of all Service Provider staff present. At the end of the inspection, Service Provider staff shall sign an inspection report stating that they were present.

3.3.5 STORAGE AND REPAIR

The Service Provider shall provide a garage and maintenance facility for its vehicles and equipment that enables all weather, year-round maintenance operations. The Service Provider shall not use City property to store, house, or repair any vehicle or equipment without the written consent of the City Technical Representative. The Service Provider shall not store, house, or repair any vehicle or equipment in the public right-of-way.

3.3.6 VEHICLE MAINTENANCE AND INVENTORY

The Service Provider shall provide to the City, by April 1, 2024, a complete inventory showing each vehicle (type, capacity) used for performing the Contract. The Service Provider may change equipment from time-to-time but shall notify the City of new or temporary replacements prior to their use on this

Contract. The Service Provider shall maintain a vehicular fleet during the performance of this Contract at least equal to that described in the inventory.

3.3.7 CART STANDARDS

Carts for Residential Solid Waste curb collection shall be [color to be decided by City prior to time of Contract] 96-gallon Carts. The City shall review and approve the Cart models, including the specific shade of color proposed prior to Cart ordering and delivery by the Contractor. All new Carts shall be equipped with attached lids, have wheels to aid in movement, be a minimum 15% post-consumer recycled content, meet ASTM Cart standards, and have minimum 10-year warranty.

Carts will include Contractor-provided, and City-approved, instruction labels or in-molds with customer instruction on Cart use, excluded and included materials, City logo and contact information. Instructions will include Cart safety, including customer actions that would void manufacturer warranties, placement of hot ashes that could cause Cart to melt, and procedures to minimize potential fire problems.

The Contractor shall affix the customer's address to each new Cart or Cart replacement prior to delivery. If during the term of the Contract, the address fades, or becomes unreadable, the Contractor shall reaffix the customer's address.

The City shall be the owner of the Carts. As a condition of the Contract the Service Provider will replace any lost or damaged Carts without charge to the City or customer, except that a customer known to have willfully removed or damaged a Cart may be charged a fee to repair or replace the damaged Cart not to exceed the actual cost to the Service Provider of the Cart. The charges for replacement of items such as lids and wheels will be part of the Technical Proposal. The Service Provider will collect any such charge.

Service Provider will be solely responsible for all costs of operating and maintaining collection equipment.

3.4 MISSED COLLECTIONS AND COMPLAINT HANDLING

If a collection from a subscribing address is missed, the Service Provider will notify the City of when they will return to collect the materials. In all cases, the Missed Collection will be handled within 24 hours of notification or during the next scheduled work shift, whichever is sooner. In the case of complaints regarding collection service or any related activities, the Service Provider will, upon being notified of the complaint either in writing or by phone, resolve the complaint with the Customer or City personnel submitting the complaint. The City of Jackson uses City Works to document all solid waste issues. The Service Provider will receive an email from the City Works system which will provide documentation of the issue. The Service Provider will work cooperatively with the Customer or City to resolve the complaint in a timely manner.

The Service Provider will be accessible to the citizens who wish to register a complaint through local

telephone service. The Service Provider will provide for prompt handling of complaints from the City or its citizens by maintaining a physical office and office Staff that can receive, record, and resolve complaints. Such Staff will be available during regular business hours, Monday through Friday. After hours, weekends, and Holidays, the Service Provider must make available a local message service to record citizen complaints. The Service Provider will see to it that its employees serve the public in a courteous, helpful, and impartial manner. For each complaint received, the Service Provider is expected to maintain a log for all complaints and file with the City, on a weekly basis, a notice of the complaint and the actual or planned resolution. It shall be submitted monthly to the City's Technical Representative within ten days of the end of the month for which the data has been collected. The report format is to be approved by the City's Contract Technical Representative prior to the award of the Contract.

Should the Contractor fail to make collections on a scheduled day for causes within the Contractor's control, the Contractor shall make a special make-up collection by the end of the business day, if notification of the miss is received by 2:00 pm that business day, or by the end of the business day following notification by the City, if the notification is received after 2:00 pm. The City will transmit to the Contractor missed collections and other collection complaints no later than the second business day following collection for customers receiving curbside/alley service. The City will transmit missed collections for backyard customers no later than the third business day following collection. A make-up collection shall pick up excess material accumulated during the interval between the scheduled collection day and the special make-up collection.

Solely for the purposes of this Section, the "business day" for the Contractor includes Saturday. "Business days" for the City are Monday through Friday, excluding any City holidays. Therefore, all missed complaints transmitted to the Contractor after 2:00 pm on Friday must be collected by the end of the day Saturday.

Notwithstanding the foregoing, the City may authorize the Contractor to do the following:

1. Authorize the Contractor to defer the collection and authorize the customer to place a proportionally larger amount out for collection on the customer's next scheduled collection day without any additional charge, and to allow the customer to use a bag or temporary receptacles as well as additional bundles for those additional volumes; or
2. Authorize the Contractor to forego collection for the interval altogether and make a compensatory reduction in the billing to the customer, and an equal reduction in the amount payable to the Contractor.

It shall be a defense to a Residential Unit missed collection that the customer had not made timely placement of his or her material out for collection; that the placement did not comply with provisions of this Contract, provided that the Contractor shall have left a printed or written note on all material left because it was not prepared properly, it was overweight, or for other reasons.

The Contractor must notify the City, within 2 hours of the collection attempt, of any Residential Unit collections the Contractor has refused or been unable to make. This notification shall include the

service address and the reason for the non-collection. This notification shall be referred to as the Exception List “(EL)”.

If the City transmits a miss complaint which is on the EL, and it is a miss which the Contractor should not collect due to the fact that the Cart is overweight or contains material that should not be collected due to Unacceptable Wastes, the Contractor's office personnel shall note on the miss that the address is on the EL and note the reason that it was not collected and return the miss complaint to the City within four (4) business hours of its receipt, and the miss shall not be collected.

If the Contractor's collection personnel return to collect a miss and the Contractor has reason to refuse the miss consistent with this Section, the Contractor shall leave a printed or written note, explaining why the material was not collected. The Contractor shall also inform the City by the end of the business day of the addresses that were not collected and the reason for the non-collection.

This section applies to omitted collections of a single Residential Unit, a row of Residential Units, or an entire route.

3.4.1 Spillage and Litter

The Service Provider shall not cause or allow any Solid Waste or other material to be spilled, released, or otherwise dispersed in the City as a result of the Service Providers' activities under this Contract. When hauling or transporting any material over public roads in the City, the Service Provider shall use a covered or enclosed vehicle or other device that prevents the material from falling, blowing, leaking or otherwise escaping from the vehicle. Failure to properly cover material during transportation will be subject to the associated Performance Fee.

If any other material escapes from or is littered by Service Providers' vehicle or spilled from Containers for any reason, Service Provider shall respond and pick up such material, as it is safe to do so, as soon as practicable and consistent with applicable environmental laws, or be subject to the associated Performance Fee.

Overfilled or material placed outside Containers shall not be considered spillage by the Service Provider. The Service Provider shall immediately clean up any oil, hydraulic, or other fluid that leaks or spills from Service Providers' vehicles. Upon notification of any leaks or spills the Service Provider shall initiate its clean-up activities within two (2) hours and shall complete its clean up before the end of the day and consistent with applicable environmental laws, or be subject to the associated Performance Fee. The Service Provider shall assume all costs associated with cleanup activities.

3.4.2 Performance Fees

The City may deduct the following performance fees from the monthly payment for the service delivery omissions or acts as described below. Deductions for misses will not be applied for collections prevented by weather or holiday rescheduling or collections missed due to labor

disruptions during the first week of the disruption. Performance Fees will be reasonably applied and may be appealed using the procedures outlined in the Operations Plan. The individual deductions for Performance Fees will be documented and will be applied with consideration of the specific circumstances and related events as well as the Contractor's overall performance, including the Contractor's efforts to mitigate impacts and maintain service levels during labor disruptions.

Performance Requirement

Penalty

Collection Failure

Missed Collection means any properly prepared Refuse, Yard Waste, or Bulk Waste not picked up on the scheduled collection day. This excludes collections prevented by weather and holiday rescheduling.) This excludes non-compliant placements documented by service provider.

1. Missed collection of more than 15 dwelling units per day.	\$100 each Unit
2. Missed collection of whole block. A whole block miss is defined as missing 3 or more houses on the same side of the street or alley between two streets.	\$2500 per whole residential block
3. Missed collection of more than 200 units per month.	\$2500 per first incident
4. Missed collections of more than 200 units per month in consecutive months.	\$5,000 per first consecutive month. Increased by \$5,000 for each month consecutively exceeding 200 units.

Manner of collection

5. Collection outside of the hours as specified.	\$250 each incident, to a maximum of \$1000 per truck per day
6. Collection on other than the scheduled collection day , including early collection due to a holiday.	\$100 per Residential Unit, to a maximum of \$1000 per truck per day
7. Failure to place Containers and lids back in original location	\$50 per incident \$500 per route per day maximum
8. Unsatisfactory performance by Contractor after two (2) notices to correct specific incidences involving the same address or collector in any six (6) month period, e.g., abusive language to customers, failure to return Containers to their original location after collection, failure to perform collections, violation of noise statutes, or similar violations.	\$2500 each incident
9. False collection records submitted to the City	\$5000 each incident

Carts

10. Failure to deliver Carts for new Garbage Residential Solid Waste service within 3 business days.	\$50 per Cart per day
11. Failure to deliver, pick-up or replace Carts within 5 business days of notification, including any identified needing repair or replacement.	\$50 per Cart per day
12. Failure to remove or repaint graffiti on Carts within five (5) business days of notice.	\$50 per Cart per day (after 5 business days)

Contractor Operations

13. Failure to properly cover material in collection or hauling vehicles	\$500 per occurrence
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14. Failure to correct, upon notification by the City, leakage of fluids from a collection or hauling vehicle prior to resuming use of the vehicle in the City	\$500 per occurrence
15. Failure to clean up spillage or litter occurring during collection at time of collection	\$500 per occurrence
16. Failure to have a vehicle properly licensed and registered	\$500 per vehicle
17. Exceeding vehicle weight limits as set forth in the State of Mississippi Code	\$1,000 per vehicle per occurrence
18. Failure to clean collection and hauling vehicles once per week, or within 1 business day of request from the City	\$100 per occurrence
19. Failure to report known vehicle accidents to the City	\$100 per day not notified
20. Failure to maintain property, facilities and equipment in a clean, safe and sanitary manner, as determined by the City	\$100 per day
21. Failure to provide proper staffing for a Residential Solid Waste Collection Vehicle (Driver and two (2) hoppers)	\$1,000 per vehicle per occurrence

Reporting

22. Failure to provide required reports at the time specified	\$500 per report per day
23. Failure to provide ad hoc requested reports within the time specified	\$250 per report per day

3.5 PAYMENT TO SERVICE PROVIDER

The City will be responsible for billing its customers and collecting all payments for collection, transportation and disposal of the materials collected. Invoices submitted to the City will be paid on a monthly basis, reduced by any liquidated damages, according to the terms and conditions of the Agreement resulting from this proposal.

3.6 RATE ADJUSTMENT

On October 1, 2025, and annually thereafter, the rates set forth in the Agreement will be increased or decreased based upon a pricing index over the previous 12-month period consisting of the Annual CPI for All Urban Consumers for the South Region. This increase for inflation or deflation shall not exceed 5% annually.

Either party may request an updated to house count on or before August 31 of each year of the Contract

beginning on August 31, 2024. The party requesting the house count shall be responsible for the cost of having a neutral third-party conduct the update to the house count. The City will obtain the contractor for the house count and both parties may have an observer accompany the neutral third-party while performing the house count. Each party shall be provided with a copy of such house count. The house count information may be used by either party to request an adjustment in the rate, upwards or downwards.

3.7 PUBLIC EDUCATION

The Service Provider will be expected to provide public education materials about services on a not less than quarterly basis. The educational materials will include, but not be limited to, the Collection Schedule, and specifications for accepting Yard Waste.

Public Education and Community Outreach Programs will be developed and implemented in partnership with the City and the Service Provider and other appropriate parties including, but not limited to the local Keep Mississippi Beautiful affiliate. The public education program shall include information on waste reduction, in support of the City, County, and State waste reduction programs and goals. To ensure message consistency, all materials must be pre-approved by City. It is the Service Provider's responsibility to coordinate production and dissemination schedules to allow for reasonable review time by the City as well as for revisions and coordination of messages, as well as meeting City publication deadlines as applicable. The City intends to partner with the successful Service Provider and take reasonable steps to make available to the Service Provider its own means of publicizing citywide public information.

3.8 PERSONNEL

The Service Provider will assign a qualified person or persons to be in charge of its operations within the City and will provide the name, address and telephone numbers of such person to the City. The person in charge of the Service Provider's operations within the City cannot be changed without the written approval of the City's Contract Technical Representative whose approval will not be unreasonably withheld. However, the City retains the right to approve or disapprove of any replacement manager(s).

The Service Provider shall staff all its Residential Solid Waste collection vehicles with a driver and two hoppers at all times. Each incident where a vehicle is not properly staffed will result in a Performance Fee payment to the City of \$1000.00.

3.8.1 Non-Discrimination

The Service Provider shall comply with the applicable non-discrimination provisions of the laws of the United States of America, the State of Mississippi, and the City. In performing this Contract, the Service Provider shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any

subcontract entered into by Service Provider, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of the Service Provider to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the Service Provider to the imposition of any and all sanctions allowed by law, including but not limited to, termination of Service Provider's Contract with the City. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

3.8.2 Equal Employment Practices

A. During the performance of this Contract, the Contractor agrees and represents that it will provide Equal Employment Practices and the Contractor and each Subcontractor hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated equally and without regard to, or because of, race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The Contractor agrees to post a copy of Paragraph A., hereof, in conspicuous places at its place of business available to employees and applicants for employment.

B. The Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

C. At the request of the governing authorities, the Contractor shall certify in the specified format that he or she has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the governing authorities for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City Contracts. Upon request, the Contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City Contracts. The failure shall only be established

upon a finding to that effect by the governing authorities, on the basis of its own investigation or that of the Department Director. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

F. Upon a finding duly made that the Contractor has failed to comply with the Equal Employment Practices provisions of a City Contract, the Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the governing authorities, and all monies due or to become due hereunder may be forwarded to, and retained by, the City. In addition thereto, the failure to comply may be the basis for a determination by the governing authorities or the Department Director that the said Contractor is a non-responsible bidder or proposer. In the event of such a determination, the Contractor shall be disqualified from being awarded a Contract with the City for a period of two years, or until the Contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City shall have any and all other remedies at law or in equity for any breach hereof.

H. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

I. By affixing its signature on a Contract that is subject to this article, the Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

J. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with employment practices, including, but not limited to:

1. hiring practices;
2. apprenticeships where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
3. training and promotional opportunities; and
4. reasonable accommodations for persons with disabilities.

K. All Contractors subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the Contract with the City, and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Contract with the City.

3.8.3 Hiring Preference

For initial hiring under this Contract, the Contractor and subcontractors shall give hiring preference to any Residential Solid Waste collection workers who have been displaced from the awarding of this Contract. All displaced collection workers that meet basic hiring requirements (including commercial driver license, safe vehicle report, drug screening, physical exam, and background check) shall be hired for a minimum ninety (90) day trial period.

3.8.4 OSHA Compliance

The Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and the standards and regulations issued there under and certifies that all services under this Contract will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless purchaser from all damages assessed against the City as a result of the Contractor's failure to comply with the acts and standards there under and for the failure of the services furnished under this Contract to so comply.

3.8.5 Mississippi Employment Protection Act

Service Provider shall comply with the provisions of the Mississippi Employment Protection Act, Miss. Code § 71-11-3 (1972, as amended) in the hiring of personnel.

3.9 REQUIRED SERVICES

All Residential Solid Waste collected shall be delivered to a permitted solid waste disposal facility operating in compliance with applicable federal, state, and local laws. Unless otherwise directed by the City, the Service Provider shall deliver all Residential Solid Waste collected to the Waste Management of Mississippi, Inc. transfer station located in the City of Jackson or the Clearview Sanitary Landfill located in Scott County, Mississippi, which is owned by Waste Management of Mississippi, Inc. The Service Provider shall perform the work as outlined in this RFP in a competent, qualified, diligent and efficient manner. The pickup and removal of Hazardous Waste is not included in the Services.

3.9.1 Reporting

Before disposal, all Residential Solid Waste collected from Residential Units in the City will be weighed and recorded. The Service Provider will provide the City with a monthly tonnage report that is to be delivered to the City's designated representative within ten days of the end of the month for which the data was collected. The Service Provider will maintain, for a period of five (5) years, copies of weight tickets which are to be made available for City inspection.

The Service Provider shall be responsible for maintaining and submitting reports on an ad hoc, daily, monthly, and annual basis. Reports are to be delivered by email to the designated staff person using the approved form.

3.9.2 Required Daily Reports

Daily reports must be submitted within two (2) business days of service collection days. Format of reports and file type to be agreed upon by designated staff.

The following daily reports are required:

- Missed Pickup Report – Includes missed pickups reported to Service Provider and those reported to Service Provider by City. Must include location information, route, and driver.
- Non-Compliant Pile Report – Includes documentation of non-compliant piles Service Provider identified by route. Must include location information, route, and access to photo/video evidence.
- Route Sequence Compliance Report – Documents the daily route plan compared to actual route driven based on GPS. Should include start and stop times for pickup.

3.9.2.1 Monthly Reports

Monthly reports must be submitted to the City by the fifteenth (15th) day of the month following the end of the previous calendar month. Format of reports and file type to be agreed upon by designated staff.

The following monthly reports are required:

- Complaint and Resolution Report – Includes all complaints received by Service Provider from customers or the City and their resolution status. Must include location information, route, resolution type, reporting entity, date, time, and any documentation disputing the complaint if applicable.
- Missed Pickup Report – Compile daily missed pickup reports into monthly report.
- Safety Report – Total Recordable Injury Rate and Vehicle Accident Rate
- Staffing Report – Staff roster including tenure and status as full-time/part-time. Report should identify if employee is temporary/staffing agency placement or full-time employee.
- Monthly Tonnage Report – Should include tonnage summary for month, daily tonnage per truck, and disposal site weight tickets.

3.9.2.2 Annual Report

The Annual Report should consolidate all Daily and Monthly reporting into summary reports for the year. Each subsequent year should be compared to the current year after the initial contract year. Service Provider should also include highlights, problems, and additional information that demonstrates service quality. The obligation to submit an annual report shall survive the termination

or expiration of the Contract. The City may withhold payment of balances due the Service Provider at the end of the Contract until such final report is received and accepted by the City. The annual report should be submitted to the City no later than thirty (30) days following every twelve (12) month period of the Contract and shall include a compilation of the monthly reports for the associated year.

3.9.2.3 Ad Hoc Reports

Ad Hoc Reports should be submitted to the City upon request. The reporting period shall be defined at the time of the request. Ad Hoc reports can be requested on vehicle condition, vehicle status, labor, operations, and any area identified as part of this contract.

3.9.2.4 Vehicle Footage

The Service Provide shall set up a process by which the City may review collection vehicle camera footage to investigate complaints. These will be treated as a reporting function. Process and timeline to be agreed upon by city and Service Provider.

3.9.3 Regular Service Provision

The Service Provider will be required to pick up twice-weekly, all Residential Solid Waste generated at the Residential Unit, provided same is placed in the approved collection Container.

3.9.4 Bulk Waste

The Service Provider must provide once-weekly curbside collection of Bulk Waste items.

3.9.5 Collection of Yard Waste

The Service Provider will be required to pick up all Yard Waste generated by Customer from the curb, provided the materials are set out according to the City's Solid Waste Management Ordinance, attached herein.

The Service Provider will collect Yard Waste from each Residential Unit weekly, on the second collection day. The Service Provider will notify the public of the Collection Schedule at the time service is established. Yard Waste may be disposed with the Residential Solid Waste or kept separate from Residential Solid Waste by Customers.

All vehicles used for collection of Yard Waste will be either covered or secured so as to prevent trimmings from being scattered or spilled. All Yard Waste collected must be managed according to city approved standards.

The Service Provider shall collect all Yard Waste such as tree limbs not larger than four inches in diameter nor longer than four (4) feet. Customers will be required to stack limbs in piles not to exceed three (3) feet in height and four (4) feet in width. Service Provider will not be required to collect Tree trunks larger than four (4) inches in diameter.

The Service Provider will be responsible for properly disposing of all Yard Waste collection bags at

no additional cost to the City. Each bag or Container placed out for collection may weigh no more than sixty (60) pounds.

In the event Yard Waste set out at a Residential Unit in the Contract Area does not meet the specifications above, the Service Provider shall leave a clear, explanatory printed or written notice for the Customer and provide City with notice of the non-compliant set-out within eight (8) working hours.

3.9.6 Special Solid Waste Collection Projects

The City wishes to sponsor community cleanup and illegal dumping removal events. The Service Provider will be responsible for providing collection assistance, collection containers, and disposal services for the following:

- Monthly litter pickups and illegal dumping removal (collection assistance with bags and bulk items along City roads and disposal services).
- Fall Cleanup Event (one 40 yd. container and disposal services).
- Christmas Tree Recycling Campaign
- Spring Cleanup (two 40-yd. containers and disposal services).
- Monthly Dumpster Day event (one 40 yd. container for each ward) schedules and sites are to be determined by the City's designee.

3.10 OTHER TERMS AND CONDITIONS

3.10.1 Operations Plan

A schedule of activities and detailed procedures related to the effective implementation and operation of the Contract will be developed by the Contractor and the City after the Contract is signed and prior to beginning collections under the Contract. This plan shall include the procedures and activities listed below and shall include completion dates for each activity:

1. Procedures for notifying customers of new collection days;
2. Procedures for transmitting collection and billing information to and from the City to the Contractor;
3. Procedures for City monitoring of Contractor collection activities;
4. Procedures for measuring and applying penalties for Contractor activities;
5. Process for customer appeals to services;
6. Process for Contractor appeals of payments;
7. Protocol and communications for service interruptions due to weather, construction and other factors;

8. Standards for the transfer of electronic information and for data quality control and accuracy;
9. Designation of implementation leads by both City and Contractor;
10. Procedures for orientation of collection staff including route coordination/cooperation with City staff;

3.10.2 Security; Liability; Damages

3.10.2.1 Performance Bond

The Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment Bond ("Bond") for thirty percent (30%) of the estimated annual compensation to the Contractor under the Contract. The Bond shall be issued for a period of not less than one year and the Contractor shall provide a new bond, or evidence satisfactory to the City of the renewability of the current bond at least 90 calendar days before it expires.

The initial Bond must be in place prior to or before April 1, 2024.

The Bond shall be conditioned upon full performance of all obligations imposed upon the Contractor in this Contract. The Bond shall be subject to approval by the City Attorney as to the company, form and sufficiency of surety. If the instrument is found by the City Attorney to be flawed, the Contractor must correct the flaw promptly prior to contract execution or the award may be terminated.

The Bond must be executed by a company that is included in the U. S. Department of the Treasury's Listing of Approved Sureties (Circular 570), is included on the Mississippi State Insurance Commissioner's Authorized Insurance Company List, and is acceptable to the City.

The Bond shall be in full force effect and shall be the obligation of the surety unless the Contractor shall faithfully perform all of the provisions of this Contract and pay all laborers, mechanics, subcontractors, material men and all persons who shall supply such Contractor or subcontractors with provisions and supplies for the performance of this Contract. The Bond shall contain appropriate recitations that it is issued pursuant to this Section of this Contract, that it shall be construed to meet all requirements specified herein and that any condition or limitation in the Bond which conflicts with the conditions and requirements of this Section is void.

Failure of the Contractor to furnish and maintain the Bond shall be considered a material default of this Contract and grounds of its immediate termination at the option of the City.

3.10.2.2 Default of Contractor

This Section is independent, notwithstanding any other provisions of this Contract. Except as provided in the last paragraph of this Section, the Contractor may be held in default of the Contract in the event the Contractor:

1. Fails to perform ninety percent (90%) the collections required by this Contract and appears, to the City, to have abandoned the work, or to be unable to resume collections within forty-eight hours;
2. Has failed on three or more occasions of three (3) working days duration each, in any year, or fifteen (15) days in a calendar year to perform the collections required by the Contract; except for service disruptions due to weather;
3. Underpays federal minimum wage;
4. Fails to comply with the terms of any of the Employee Sections of the Contract;
5. Fails to furnish and maintain a Performance and Payment Bond;
6. Fails to furnish and maintain the Insurance requirements; or
7. Repeatedly neglects, fails, or refuses to comply with any of the terms of the Contract, after having received notice of its obligation to do so.

To initiate proceedings under this Section, the City shall give notice to the Contractor and its surety of the location, time, and date within the following seven (7) calendar days of a meeting with the Director of the Department of Public Works at which time the Contractor will be given the opportunity to correct the deficiency within fourteen (14) days or less and to show cause why it should not be declared in default or why it should be given the opportunity to cure said default. In the event the Contractor fails to show, to the reasonable satisfaction of the Director of the Department of Public Works, why the Contractor should not be declared to be in default of this Contract, the Director may recommend to the governing authorities of the City that they make a declaration of default. In evaluating whether to make such a recommendation of a declaration of default, the Director shall, in their discretion, consider the severity of the alleged violations, and the overall performance of the Contractor under the Contract.

In declaring the Contractor to have defaulted on the Contract, the governing authorities also may order the Contractor to discontinue further performance of work under the Contract and transfer the obligation to perform such work from the Contractor to the surety on the Contractor's performance Bond and take any other action it deems advisable.

Upon receipt of a notice that the work has been transferred to the surety without termination of the Contract, the surety shall take possession of all materials and equipment described in the most recent inventory submitted to the City, for the purpose of completing the work under the Contract; employ, by contract or otherwise, any person and all persons needed to perform the work; and provide materials and equipment required therefore. Such employment shall not relieve the surety of its obligations under the Contract and the bond. If there is a transfer to the surety, payments shall be made to the surety or its agent for all work performed under the Contract subsequent to such transfer, in amounts equal to those that would have been made to the Contractor had it performed in the manner and to the extent of the surety's performance, and the Contractor shall have no claim upon the same.

In the event the surety on the Contractor's performance Bond fails to assume or continue performances within forty-eight (48) hours after its receipt of notice that the work has been transferred to such surety,

the Contractor shall lease, sublease or otherwise license the City to use all, or whatever portion is desired by the City, of the materials and equipment described on the most recent inventory submitted to the City, for collection purposes for a period of up to six months following the date of the declaration of default by the City without requiring the City to execute any other document whatsoever to accomplish such lease, sublease, or license and without requiring the City to post any bond, pledge, deposit or other security for such equipment and materials, but upon the condition that the City pay for the equipment and materials actually used for such collection a market rental that is no greater than (i) the monthly lease, in the event such property is leased by the Contractor, (ii) the periodic installment, in the event such property is being acquired under a purchase contract, (iii) the periodic financing interest and principal, in the event such property is being acquired under a purchase contract, or (iv) the periodic interest and principal, in the event such property is being acquired under a financing arrangement; provided, that under no circumstances shall the City be liable during its use of such property for any arrearages, balloon payment, accrued interest, accelerated charges in the event of a default, or other extraordinary payment; nor shall the satisfaction thereof be a condition of the City's interim use of such property; provided, further, that such lease, sub-lease, or license shall be suspended the date the surety on the Contractor's bond or its agent accepts the transfer of work under the Contract.

In the event the City secures the performance of work under the Contract at a lesser cost than would have been payable to the Contractor had the Contractor performed the same, then the City shall retain such difference; but in the event such cost to the City is greater, the Contractor and its surety shall be liable for and pay the amount of such excess to the City.

All payments due the Contractor at the time of default, less amounts due the City from the Contractor, shall be applied by the City against damages suffered and expense incurred by the City by reason of such default, any excess shall be paid to the Contractor unless otherwise provided herein.

Notwithstanding the provisions of this Section, a delay or interruption in the performance of all or any part of the Contract resulting from causes beyond the Contractor's control shall not be deemed to be a default and the rights and remedies of the City provided for herein shall be inapplicable; provided that labor disputes shall not be considered a cause beyond the Contractor's control.

3.10.3 Ownership of Equipment

All vehicles, facilities, equipment, and property used in the performance of this Contract shall be wholly owned by the Contractor; provided, that leases, conditional sale contracts, mortgages, or other agreements for the use or financing the purchase of vehicles, facilities, equipment and property may be allowed with the prior written approval of the City.

All such leases, conditional sale contracts, mortgages, or other agreements shall provide that in the event of the Contractor's failure to perform its obligations under this Contract, the City, at its option, shall have the right to take possession of and operate vehicles, facilities, equipment, and property covered by such lease or agreement for the unexpired term of this Contract. No further encumbrance shall be placed upon any such vehicles, facilities, or equipment without the prior written approval of the City.

3.10.3.1 Commitment of Equipment

Unless a replacement or substitute is provided, all vehicles, facilities, equipment and property identified in the Contractor's inventory for use in the performance of this Contract (called "such property") shall be available for use in collecting Residential Solid Waste in the Contract Area. When provided, this Section applies to the replacement and substitute.

For the duration of this Contract, any document (including a lease to or by the Contractor, financing contract, acquisition over time, mortgage, or other instrument establishing a security interest) that encumbers or limits the Contractor's interest in such property shall:

1. Allow the surety on the Contractor's performance bond to take over the Contractor's obligations and to continue the use of the equipment in service for performance of the Contract;
2. In event the Contractor is in default, allow the City to use without further documentation all or a portion of such property and without requiring the City to post any bond, pledge, deposit or other security for such equipment and materials, at the City's discretion, for a period of up to six months following the date of the City's declaration of default, to provide such collection services on the condition that the City pays to the City's lessor a market rental for the equipment or property actually used in an amount no greater than the monthly lease in event of a lease, the installment payment in event of a purchase contract, or the monthly interest and principal in event of a financing arrangement;
3. Exempt the City from liability during its usage of such property for arrearages, balloon payments, accrued interest, accelerated charges on account of a default, or other extraordinary payments, and not make satisfaction thereof a condition of the City's or the Substitute Contractor's interim usage; and
4. Forbid any foreclosure, trustee's sale or other dispossession of the Contractor's interest in such property without giving both the City and the Surety on the Contractor's performance bond sixty days' prior notice, and then make any termination of the Contractor's interest in such property pursuant to such action or the enforcement thereof subject to the requirements of subsections (1), (2) and (3) of this Section.

To assure compliance with this Section, the Contractor shall submit to the City for its review and approval or disapproval prior to execution all contracts, leases, or other documents for acquisition of, or encumbering or limiting the Contractor's interest in, such property or for replacements thereof and any proposed agreement that would encumber or transfer any interest of the Contractor in such property before the Contractor's execution of such agreement. The City's approval shall not be unreasonably withheld.

3.10.4 Insurance Limits

At all times during the term of this Agreement, the Contractor shall maintain in force the following minimum levels of coverage and limits of liability for insurance or self-insurance ("Insurance"):

1. COMMERCIAL GENERAL LIABILITY (CGL) Insurance including coverage for:

- Premises/Operations
- Products/Completed Operations
- Pollution – On-Site and Off-Site (Pollution Liability Insurance minimum limits of liability may be evidenced with separate coverage)
- Personal/Advertising Injury
- Contractual
- Independent Contractors
- Stop Gap/Employers Liability

Such Insurance must provide the following minimum limits of liability:

\$1,000,000	each occurrence Combined Single Limit bodily injury and property damage (CSL)
\$2,000,000	Products/completed operations aggregate
\$2,000,000	General aggregate
\$1,000,000	each accident/disease/policy limit

2. BUSINESS AUTOMOBILE LIABILITY INSURANCE for owned, non-owned, hired, and leased vehicles, as applicable, written on a form CA 00 01 or equivalent. Such insurance must provide a minimum limit of liability of \$1,000,000 CSL.

3. WORKERS' COMPENSATION INSURANCE as required by the laws of the state of Mississippi.

4. UMBRELLA/EXCESS/BUMBERSHOOT LIABILITY INSURANCE over CGL and automobile liability minimum limit shall be \$5,000,000 CSL (\$6,000,000 total limits requirement).

The limits of liability specified above may be satisfied with primary limits of liability or any combination of primary limits and excess/umbrella limits.

3.10.4.1 Insurance Terms and Conditions

1. City of Jackson as Additional Insured: The CGL, Auto, and excess/umbrella insurance shall include "the City of Jackson" as an additional insured for primary and non-contributory limits of liability.

2. No Limitation of Liability: Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only; they shall not be construed to limit the

liability of the Contractor or any insurer for any claim that is required to be covered hereunder to less than the applicable limits of liability stated in the declarations. Moreover, the City shall be an additional insured, where additional insured status is required, for the full available limits of liability maintained by vendor, whether those limits are primary, excess, contingent or otherwise. The Contractor expressly understands and agrees that this provision shall override any limitation of liability or similar provision in any agreement or statement of work between the City and the Contractor.

3. Required Separation of Insured Provision; Cross-Liability Exclusion and other Endorsements Prohibited: The Contractor's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. The Contractor's insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes the City of Jackson from coverage or asserting a claim under the Contractor's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. The Contractor's CGL policy shall NOT include any of the following Endorsements (or their equivalent endorsement or exclusions): (a) Contractual Liability Limitation, (CGL Form 21 39 or equivalent), (b) Amendment Of Insured Contract Definition, (CGL Form 24 26 or equivalent), (c) Limitation of Coverage to Designated Premises or Project, (CGL Form 21 44 or equivalent), (d) any endorsement modifying or deleting the exception to the Employer's Liability exclusion, (e) any "Insured vs. Insured" or "cross-liability" exclusion, and (f) any type of punitive, exemplary or multiplied damages exclusion. The Contractor's failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Contract with the City of Jackson; or if applicable, and at the discretion of the City, shall serve as grounds for the City to procure insurance coverage with any related costs of premiums to be repaid by the Contractor or reduced and/or offset against the Contract.

4. Claims Made Form: If any policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this Contract. Claims made coverage shall be maintained by the Contractor for a minimum of three (3) years following the expiration or earlier termination of this contract, and the Contractor shall provide the City with evidence of insurance for each annual renewal. If renewal of the claims made form of coverage becomes unavailable or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the City to assure financial responsibility for liability assumed under the contract.

5. Deductibles and Self-Insured Retentions: Any self-insurance retention or deductible in excess of \$ 25,000 that is not "fronted" by an insurer and for which claims the vendor or its third-party administrator is directly responsible for defending and indemnifying must be disclosed on the certificate of liability insurance. The Contractor agrees to defend and indemnify the City under its self-insured or deductible layer and upon City's request advise the full delivery address of the individual or department to whom a tender of a claim should be directed.

6. Notice of Cancellation: The City, as a certificate holder for the insurance requirements specified herein and an additional insured, has an interest in any loss which may occur; written notice of cancellation shall be actually delivered or mailed to the City not less than 30 days prior to cancellation (10 days as respects non-payment of premium). As respects surplus lines placements, written notice of

cancellation shall be delivered not less than 30 days prior to cancellation (10 days as respects non-payment of premium).

7. Qualification of Insurers: Insurers shall maintain A.M. Best's ratings of A- VII unless procured as a surplus lines placement, or as may otherwise be approved by the City.

8. Changes in Insurance Requirements: The City shall have the right to periodically review the adequacy of coverages and/or limits of liability in view of inflation and/or a change in loss exposures and shall have the right to require an increase in such coverages and/or limits upon ninety (90) days prior written notice to the Contractor. Should the Contractor, despite its best efforts, be unable to maintain any required insurance coverage or limit of liability due to deteriorating insurance market conditions, it may upon thirty (30) days prior written notice request a waiver of any insurance requirement, which request shall not be unreasonably denied.

9. Evidence of Insurance: The Contractor must provide the following evidence of insurance:

- a) A certificate of liability insurance evidencing coverages, limits of liability and other terms and conditions as specified herein;
- b) An attached City of Jackson designated additional insured endorsement or blanket additional insured wording to the CGL/MGL (and if required Pollution Liability insurance policy).
- c) A copy of all other amendatory policy endorsements or exclusions of the Contractor's insurance CGL/MGL policy that evidences the coverage required.

In the event that the City tenders a claim or lawsuit for defense and indemnity invoking additional insured status, and the insurer either denies the tender or issues a reservation of rights letter, the Contractor shall also cause a complete copy of the requested policy to be timely furnished to the City.

3.10.5 Indemnity

To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, or trade secret arising out of the work performed or goods provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the City.

3.10.6 Assignment or Pledge of Moneys By the Contractor

The Contractor shall not assign or pledge any of the monies due under this Contract without securing the written approval of the surety on the performance bond and providing at least thirty (30) calendar days' prior notice to the City of such assignments or pledge together with a copy of the surety's approval

thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Contract.

3.10.7 Assignment; Subcontracting; Delegation of Duties

Except for the subcontracting identified in the Contractor's proposal, the Contractor shall not assign or subcontract or transfer any of the work or delegate any of its duties under the Contract without the prior written approval of the City, which approval may be granted or withheld in the City's sole discretion.

Any subcontract made by Contractor shall incorporate by reference all the terms of this Contract. Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract.

The City's consent to any assignment or subcontract shall not release the Contractor from liability under this Contract, or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract. In the event of an assignment, subcontract or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, other obligor shall also become responsible to the City for the satisfactory performance of the work assumed. The City may condition its approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the City to fully and faithfully complete the work or responsibility undertaken.

3.10.8 Audit

The Contractor shall maintain in its office in the City of Jackson full and complete accounting records, prepared in accordance with generally accepted accounting principles, reflecting the Contractor's work on this Contract. The City may require an audit of such books and records at any reasonable time. Such audit will be conducted by City staff or by a certified public accounting firm with experience in auditing public service companies selected by the City.

Upon request, the Contractor shall permit the City to inspect and audit all pertinent books and records of the Contractor, any subcontractor, or any other person or entity that performed work in connection with or related to this Contract, at any and all times deemed necessary by the City, including up to six years after the final payment or release of withheld amounts has been made under this Contract. Such inspection and audit shall occur in the City of Jackson or other such reasonable location as the City selects. The Contractor shall supply the City with, or shall permit the City to make, a copy of any books and records and any portion thereof. The Contractor shall ensure that such inspection, audit and copying right of the City is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Contract.

3.10.9 Contract Rights

The parties reserve the right to amend this Contract from time to time by mutual agreement in writing, approved by the governing authorities and executed by the Mayor. Rights under this Contract are cumulative, and in addition to rights existing at common law. Payment by the City and performance by the Contractor do not waive their contract rights.

Failure by either party on any occasion to exercise a contract right shall not forfeit or waive the right to exercise the right on another occasion. The use of one remedy does not exclude or waive the right to use another.

3.10.10 Interpretation

This Contract shall be interpreted as a whole and to carry out its purposes. This Contract is an integrated document and contains all the promises of the parties; no earlier oral understandings modify its provisions.

Captions are for convenient reference only. A caption does not limit the scope or add commentary to the text.

In the event of conflict between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

3.10.11 Law; Venue

The laws of the State of Mississippi and Ordinances of the City shall govern the validity, construction and effect of this Contract. The venue for any claims, litigation, or causes of action between the parties shall be in a court of appropriate jurisdiction of the State of Mississippi for the First Judicial District of Hinds County.

3.10.12 Notices

All official notices or approvals shall be in writing. Unless otherwise directed, notices shall be delivered by messenger or by certified or registered mail (return receipt requested) to the parties at the following respective addresses:

To the City:

City of Jackson

Attn: Mayor

219 South President Street

Jackson, Mississippi 39201

Phone: (601) 960-1084

To the Contractor:

Also:

Department of Public Works

Attn: Director

200 South President Street

Jackson, Mississippi 39201

Phone: (601) 960-2091

Office of the City Attorney

Attn: City Attorney

455 East Capitol Street

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Solid Waste Collection Services

Jackson, Mississippi 39201
Phone: (601) 960-1799

Either party may from time to time designate a new address for notices. Unless a return receipt or other document establishes otherwise, a notice sent by U.S. Mail shall be presumed to be received the second business day after its mailing.

3.10.13 Severability

Should any term, provision, condition, or other portion of this Contract or its application be held to be inoperative, invalid or unenforceable, and the remainder of the Contract still fulfills its purposes, the remainder of this Contract or its application in other circumstances shall not be affected thereby and shall continue in force and effect.

3.10.14 No Personal Liability

No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made herein or in any connection with this Contract.

3.10.15 Disputes

The City and Contractor shall maintain business continuity to the extent practical while pursuing disputes. Any dispute or misunderstanding that may arise under this Contract concerning Contractor's performance shall first be resolved, if mutually agreed to be appropriate, through negotiations between the parties' Contract representatives as listed under "Notices," or if mutually agreed, referred to the City's named representative and the Contractor's senior executive(s). Either party may decline or discontinue such discussions and may then pursue other means to resolve such disputes or may by mutual agreement to pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either party to terminate the contract in accordance with the termination provisions herein.

Notwithstanding above, if the City believes in good faith that some portion of work has not been completed satisfactorily, The City may require Contractor to correct such work prior to the City payment. In such event, the City must clearly and reasonably provide to Contractor an explanation of the concern and the remedy that the City expects. The City may withhold from any payment that is otherwise due, an amount that the City in good faith finds to be under dispute, or if the Contractor does not provide a sufficient remedy, City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.

3.10.16 Termination

Notwithstanding any other provisions of this Contract, the City may terminate this Contract upon a material default under or breach of this Contract by the Contractor, provided the Contractor has been provided written notice of the default by the City, and has been afforded thirty (30) day period to cure such default and has failed to do so, or if the default cannot reasonably be cured within such period, has failed to commence to cure such default to the reasonable satisfaction of the City.

In the event that the governing authorities do not provide funding for this Contract during any fiscal year after Fiscal Year 2024, which begins on October 1, 2024, this Contract shall immediately terminate on the later of September 30 of the end of the fiscal or thirty (30) days after the City provides notice to the Contractor of its intent not to provide further funding of the Contract.

The City may also terminate the Contract for convenience, when the interests of the City so require, by providing notice six (6) months prior to the Contract termination date.

This contract may be terminated in whole or in part by the City of Jackson upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

3.10.17 Force Majeure – Suspension

This section applies in the event either party becomes unable to perform its obligations under this Contract as a result of a Force Majeure Event. A Force Majeure Event is an external event that is beyond the control of the party or its agents and that severely compromises the party's ability to perform its obligations under the Contract. Such events may include, but are not limited to, a natural or man-made disaster, an act of war or terrorism, or a related action or decree of a superior governmental body, which prevents the party from performing all its obligations under the Contract.

Should either party suffer from a Force Majeure Event, such party shall provide the other party with notice as soon as practical and shall act with speed and diligence to mitigate any potential damage that may result from the event and resume performance of all its obligations under the Contract as soon as reasonably possible. When notice has been properly provided, the obligations of both parties shall be suspended to the extent that and for the period that the Force Majeure Event prevents the party from resuming performance of all its obligations under the Contract.

3.10.17.1 Emergencies, Disasters – Major Service Disruption

This section applies in the event an emergency or disaster causes a major disruption to the Contractor's ability to maintain standard levels of service in the performance of its obligations under the Contract. Such events may include, but are not limited to, a severe storm, high wind, earthquake, flood, hazardous material release, transportation mishap, loss of any utility service, fire, terrorist activity or any combination of the above (except as provided in Sections "Service Disruptions Due to Weather" and "Service Disruptions—Non-Weather). In such an event:

1. The City shall notify the Contractor of the emergency or disaster, describing the relevant circumstances arising from the event, and request emergency and priority services from the Contractor.
2. Upon such notice from the City, the Contractor shall consult and work with the City to develop strategies and tactics to manage the emergency and provide services to restore the City to normal operating conditions as soon as reasonably possible. Certain disaster scenarios will be modeled and planned for in advance, to the extent possible. The Contractor shall exercise its best efforts in providing

the emergency and priority services as requested by the City in as timely a manner as possible.

3. The Contractor shall use commercially reasonable efforts to make the City's customers its first priority, and its efforts to provide City's customers with emergency and priority services shall, to the extent commercially reasonable, not be diminished as a result of the Contractor providing service to other customers.

4. If the Contractor is unable to respond in the time requested by the City, the Contractor shall respond as soon as practical. The Contractor shall immediately assist the City to the extent reasonable in providing services, which may include offering the City substitutions, provided that the Contractor obtains prior approval from the City for the substitutions.

5. The City shall compensate the Contractor for performing emergency and priority services under this section in a manner consistent with the compensation provisions of this Contract, and any additional collections performed by Contractor shall be paid at the Special Collection Rate or as otherwise specified in the Contingency Plan.

The City and Contractor shall work in good faith to develop a mutually acceptable Contingency Plan addressing the above and incorporate this into the Operations Plan.

3.10.17.2 Adjustment - Change of Law or Due to a Force Majeure Event

This section applies in the event a change in federal, state, or local laws or a prolonged change in circumstances due to a Force Majeure Event results in a substantial increase (or decrease) in costs to the Contractor in the performance of its obligations under this Contract. To qualify as a substantial increase in costs under this section, Contractor must demonstrate to the satisfaction of the City that the change in law or prolonged change in circumstances due to a Force Majeure Event has resulted in an increase of more than ten percent over the actual costs incurred by the Contractor for the same services provided under this Contract. A change in law under this section shall not include changes in law with respect to property, income, business, payroll, franchise, employment, excise, sales or general use taxes, but does include fuel, carbon, or solid waste taxes or fees enacted or amended during this Contract, provided such taxes or fees are not passed through directly to the City or customers.

The Contractor may request an adjustment under this section. Any adjustment the City decides to grant under this section shall be prospective only. If the Contractor decides to request an adjustment under this section, the Contractor shall file with the City an adjustment request setting forth the Contractor's calculation of its increase in costs and documenting how the increase qualifies as a substantial increase in costs under this section. The burden of demonstrating that the Contractor has suffered a substantial increase in costs under this section rests with the Contractor. The Contractor shall provide the City with any and all documentation and data reasonably necessary to evaluate the request. The City shall act within 90 days of receipt of a properly filed request and may either grant, grant in part, or deny the request, which shall not be unreasonably denied.

In the event a change in federal, state, or local law or prolonged change in circumstances due to a Force Majeure Event results in a decrease of more than ten percent from the actual costs incurred by the Contractor for the same services provided under this Contract, and upon 60 days prior notice from the City, the Contractor shall accept an adjustment to reflect such decrease in its costs. The burden of

demonstrating that the Contractor has enjoyed a substantial decrease in costs under this section rests with the City. The Contractor shall provide the City with any documentation and data reasonably necessary to determine whether the Contractor has enjoyed a substantial decrease in costs.

3.10.17.3 Service Disruptions Due to Weather

When snow or ice or other weather conditions prevents collection of all or a portion of the Contractor's routes on the scheduled day, the Contractor shall make collection on the next day. If such conditions continue for a second consecutive day or more, the Contractor shall, on the first day that regular service to a customer resumes, collect all the materials that the customer places out for collection, even if not scheduled that week, subject to reasonable limits to be agreed upon by the Contractor and the City and set forth in the Operations Plan. On the day that collections resume, the Contractor shall take bags, boxes and other secure material, and shall empty temporary receptacles that customers have used when the collection Carts have been filled. The Contractor is authorized to perform collection services after 5:00 pm during, or immediately after, disruptions due to weather in order to finish the collection routes.

The Contractor shall notify the City as soon as possible of any non-collection days due to snow or ice. The notification shall be made the previous day or by 6:00 a.m. of the collection day. The City will notify the media of such non-collection days.

The Contractor shall not be paid for non-collections due to snow or ice; the City shall deduct \$250 from the Contractor's regular monthly payment for each individual Curb Collection Residential Solid Waste route which is not 90% collected by the end of the day following the scheduled collection day.

3.10.17.4 Service Disruptions—Non-Weather

When closure of roadways providing access, blocked alleys or streets or other disruption beyond Contractor's control prevents timely collection on the scheduled day, the Contractor shall make collection either later on that collection day, or the next business day. The Contractor must provide all the collections required during the collection week. If all collections are not performed during the collection week, the City will adjust the Contractor's payment for such non-collection. The Contractor must notify the City, within 2 hours of the collection attempt, of any Residential Unit collections the Contractor has been unable to make under this Section.

The Contractor may directly contact City of Jackson Parking Enforcement to request assistance to clear streets or blocked alleys, notify them of illegally parked cars, or request other assistance.

When labor disruptions prevent collection on the scheduled day, the Contractor shall make collections on the next day. If such labor disruption continues for a second consecutive day or more, the Contractor shall resume collections on the customers' collection day the following week. On the day that collections resume, the Contractor shall take bags, boxes and other secure material, and shall empty temporary receptacles that customers have used when the collection Carts have been filled. The Contractor is authorized to perform collection services after 5:00 pm during, or immediately after, labor disruptions in order to finish the collection routes.

The Contractor shall not be paid for non-collections due to labor disruptions. The City shall deduct \$400 from the Contractor's regular monthly payment for each individual Curb Collection Residential

Solid Waste route which is not 90% collected by the end of the day following the scheduled collection day.

3.11 LENGTH OF CONTRACT

The initial term of any Contract awarded as a result of this solicitation will be from April 1, 2024 to September 30, 2030, provided, however the City may, at its sole option, extend the Contract term up to four (4) one (1) -year terms ending September 30, 2034.

The successful Service Provider shall not rely upon the granting of any extension in entering into a Contract with the City, the extensions being solely at the City's unfettered discretion and option.

SECTION 4- PROPOSAL EVALUATION

4.1 EVALUATION COMMITTEE

An Evaluation Committee consisting of individuals selected by the City will receive and review all proposals submitted. The City, in its sole judgment, will decide if a proposal is viable.

4.2 EVALUATION SCHEDULE

RFP Released for Advertisement	November 16, 2023 and November 23, 2023
Deadline to Submit Requests for Information	December 8, 2023 by 5 pm Central Standard Time
Proposals Due	December __, 2023 at 3:30 p.m. Central Standard Time

4.3 PROPOSAL EVALUATION FACTORS

It is the City's intent to evaluate the proposals based on technical merit and price and to choose the Service Provider whose proposal provides the best value to the City. The Mayor reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the Mayor's opinion, such rejection is in the best interests of the City.

4.3.1 Review of Technical Proposals for Qualifications

The City, through the Solid Waste Division of the Department of Public Works, will perform an initial review of the Technical Proposals submitted by each Service Provider for qualifications. The City will open and review only the Cost Proposals of those Service Providers determined to be technically qualified.

4.3.2 Selection Criteria

Selection of Service Provider for Contract negotiation will be based on an evaluation of the following criteria:

RFP –November 2023
Solid Waste Collection Services

1. Technical Proposal **(15%)**

Plan for performing the required services- 15%

2. Plan to include minority participation in contract **(5%)**

3. Fee proposal **(80%)**

How cost compares to other proposals in this algebraic equation: ((Lowest Priced Proposal divided by Service Provider's Price) multiplied by 80) equals the number of points/percentage assigned.

- i. Example: If Lowest Price is \$100.00 and it is submitted by Service Provider A, and Service Provider B's Price was \$200.00 then the equation to determine Service Provider B's score would be:

1. $(\$100/\$200) \times 80 = 40$
2. Service Provider A gets 80 points
3. Service Provider B gets 40 points

4.3.3 Negotiations

The Mayor's designees will negotiate with the Service Provider whose proposal is determined to be most advantageous to the City. The Mayor reserves the right to reject all offers and cancel this solicitation without executing a Contract.

4.3.4 Contract Formation

If the negotiation process produces mutual agreement with a Service Provider, the Parties will finalize a Contract, which will be presented to the City Council for their consideration. If approved by the City Council, the Service Provider will execute the Contract as negotiated and forward the executed Contract to the City's contact for signature by the Mayor.

SECTION 5- EQUAL BUSINESS OPPORTUNITY

In accordance with Section IV of the City of Jackson's Equal Opportunity Executive Order No. 2014-3, each contractor, bidder or proposer shall submit a completed and signed Equal Business Opportunity Plan with bid submission.

The City of Jackson is committed to the principle of non-discrimination in public contracting. It is the policy of the City of Jackson to promote full and equal business opportunity for all persons doing business with the City. Every contractor, bidder or proposer shall submit a completed and signed Equal Business Opportunity (EBO) Plan Application with the bid submission, in accordance with the provisions of the City of Jackson's Equal Business Opportunity (EBO) Ordinance.

Please see **Attachment B** for the EBO Plan Application and more information about the EBO Program.

ATTACHMENT A

TRANSMITTAL FORM Solid Waste Collection Services

Name of Service Provider:

Company Representative:

Company Representative's Title:

Company Representative's Phone Number:

Company Representative's Facsimile Number:

Company Representative's Email:

Location of Service Provider's Principal Place of Business:

Location of Place of Business in Jackson, MS (if different from above):

Service Provider's Phone Number:

Service Provider's Facsimile Number:

Mailing Address (if different from above):

Please provide a brief summary of your company's understanding of the Project, the approach to be undertaken to perform the Services, and the costs to provide the Services:

By my signature below, I hereby represent that I am authorized to and do bind the Service Provider to the provisions of the attached proposal. I have thoroughly read and understand this solicitation and the attachments herein. I agree to perform the specified services in accordance with provisions set forth in the solicitation. I fully understand and shall assure compliance with the terms and conditions contained in the solicitation. I shall secure, at my own expense, applicable personnel who shall be qualified to perform the duties required under this solicitation. Furthermore, I am fully aware of the evaluation criteria to be utilized in awarding the contract.

Authorized Signature: _____

_____ Date

Attachment B

CITY OF JACKSON, MISSISSIPPI

Chokwe A. Lumumba
Mayor

EQUAL BUSINESS OPPORTUNITY (EBO) PLAN

Department of Planning and Development
Division of Equal Business Opportunity
200 South President Street
Jackson, Mississippi 39205
(601) 960-1856

CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY EXECUTIVE
ORDER

LEGAL NOTICE

The City of Jackson is committed to the principle of non-discrimination in public contracting. It is the policy of the City of Jackson to promote full and equal business opportunity for all persons doing business with the City. As a pre-condition to selection, every contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity (EBO) Plan with the bid submission, in accordance with the provisions of the City of Jackson's Equal Business Opportunity (EBO) Executive Order. Failure to comply with the City's Executive Order shall disqualify a contractor, bidder or offeror from being awarded an eligible contract.

For more information on the City of Jackson's Equal Business Opportunity Program, please contact the Division of Equal Business Opportunity at 960- 1856. Copies of the EBO Executive Order EBO Plan Application, EBO Program, the MBE/FBE Directory and the MBE/FBE Certification Affidavit are available at 200 South President Street, Suite 223, Jackson, Mississippi.



(EBO FORM 7-1-20U)

EQUAL BUSINESS OPPORTUNITY SPECIAL NOTICE TO BIDDERS

POLICY

The City of Jackson is committed to the principle of non-discrimination in public contracting. Therefore, the City of Jackson requests that prospective vendors and contractors carefully examine their method of selecting subcontractors and suppliers, to ensure that they are not either actively, or passively, discriminating against MBEs and FBEs. As a bidder seeking to do business with the City of Jackson, you are expected to adhere to a policy of nondiscrimination, and to make the maximum practicable effort to ensure that historically underutilized firms are given an opportunity to participate in the performance of contracts financed in whole, or in part, with City funds.

DEFINITIONS

For purposes of this policy, the following definitions will apply:

- (1) "African American Business Enterprise (AABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more African Americans and certified as such by the Division of Business Development.
- (2) "Asian American Business Enterprise (ABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more Asian Americans, and certified as such by the Division of Business Development.
- (3) "Hispanic Business Enterprise (HBE)" shall mean a business that is an independent and continuing enterprise for profit performing a commercially useful function and is owned and controlled by one or more Hispanics, and certified as such by the Division of Business Development.
- (4) "Minority Business Enterprise (MBE)" shall mean a business which is an independent and continuing operation for profit, performing a commercially useful function as is owned and controlled by one or more non-White persons regardless of gender.
- (5) "Female Business Enterprise (FBE)" shall mean a business which is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more females regardless of any race and certified as such by the City of Jackson's Division of Business Development.

OBLIGATION

The Contractor and any Subcontractor shall take all necessary and reasonable steps to ensure that MBEs and FBEs have a maximum opportunity to compete for and participate in the performance of any portion of the work included in this contract and shall not discriminate on the basis of race, color, national origin, or sex. If it is determined that there is a significant underutilization of MBEs and FBEs, the Equal Business Opportunity Officer is empowered, pursuant to section 127-8 of the Equal Business Opportunity Executive Order, to conduct an investigation to determine the reasons for the underutilization.

GOALS

The goals for participation by MBEs and FBEs are established by the Equal Business Opportunity Executive Order of the City of Jackson. The Contractor shall exercise all necessary and reasonable steps to ensure that participation meets or exceeds the contract goals. The goals may be attained by subcontracting to, procuring materials from, and renting equipment from MBEs and FBEs. *(See Subcontractor/Supplier Participation guidelines below.)*

The Equal Business Opportunity participation goals are as follows:

PROCUREMENT CATEGORY	Asian (ABE)	African - American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	0.16	8.67	0.00	0.00	1.96
Construction	0.00	12.41	0.37	0.00	4.89
Goods & Non-Professional Services	0.04	6.78	0.02	0.00	3.03

Those portions of the contract that are proposed for MBEs and FBEs in the response to this bid shall be listed on the attached Equal Business Opportunity Plan.

For specific information about the Equal Business Opportunity Plan, please contact the Office Equal Business Opportunity at (601) 960-1856.

*Non-white female firms cannot be utilized twice on the EBO Plan even though those firms can be certified as either ABE, AABE, HBE, NABE, FBE or both. The firm can only be utilized in one category to fulfill the minority participation goals on the EBO Plan.

Contractors may employ AABEs, HBES, ABEs or FBEs to meet the applicable project goals through various methods, as follows:

A. Subcontractor Participation

- (i) Where a prime contractor uses one or more subcontractors to satisfy its equal business opportunity commitment, the prime contractor may count toward its EBO Plan only expenditures to MBE (AABE, HBE, or ABE) or FBE contractors that perform a commercially useful function in the work of the contract.
- (ii) An MBE or FBE subcontractor is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities

by actually performing, managing and supervising the work involved. In determining whether an MBE or FBE subcontractor, is performing a commercially useful function, factors, including but not limited to the following, will be considered:

- (a) the amount of work subcontracted;
 - (b) the type of prime contract;
 - (c) whether the business has the skill and expertise to perform work for which it is being/has been certified;
 - (d) whether the business actually performs, manages and supervises the work for which it is being/has been certified; and
 - (e) whether the business purchases goods and/or services from a non-minority/women business enterprise and simply resells goods to the city, city contractor, or other person doing business with the city for the purpose of allowing those goods to be counted towards fulfillment of the minority/women business enterprise utilization goals.
 - (f) standard industry practices.
- (iii) Consistent with standard industry practices, an MBE or FBE subcontractor may enter into second tier subcontracts. If an MBE or FBE subcontractor subcontracts a significantly greater portion of the work of its subcontract to a non-minority, non-female owned firm than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or FBE subcontractor is not performing a commercially useful function.

B. Suppliers Participation

Where a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, in whole or in

- (i) 100 percent of the contract amount for MBE or FBE suppliers who manufacture the goods supplied.
- (ii) 100 percent of the contract amount for MBE and FBE suppliers who are wholesalers warehousing the goods supplied or who are manufacturers • representatives, provided that only 25 percent of the applicable MBE or FBE goal may be attained by non-manufacturing supplier contracts to MBEs or FBEs.
- (iii) For those contracts where an extraordinarily large proportion of the contract price is for equipment or supplies, a lower project goal may be set than otherwise would be required, or the 25 percent limit for suppliers may be increased, or a combination of these two methods may be utilized.

C. Joint Ventures and Mentor -Protege Programs

- (i) The Division of Equal Business Opportunity shall encourage, where economically feasible, the establishment of joint ventures and mentor protégé programs to ensure prime contracting opportunities for African American, Hispanic, Asian American, Native American and Female Business Enterprises on all eligible projects over \$3,000,000.00. Even if the prime itself is a MBE, a joint venture between prime contractors and MBEs is strongly encouraged on all projects exceeding three million dollars (\$3,000,000.00).

- (ii) Where a contractor engages in a joint venture to satisfy its Equal Business Opportunity Commitment, the Equal Business Opportunity Officer shall review and approve all contractual agreements regarding:
 - (a) The initial capital investment of each venture partner;
 - (b) The proportional allocation of profits and losses to each venture partner;
 - (c) The sharing of the right to control the ownership and management of the joint venture;
 - (d) Actual participation of the venture partners in the performance of the contract;
 - (e) The method of and responsibility for accounting
 - (f) The methods by which disputes are resolved; and
 - (g) Other pertinent factors of the joint venture.

On the basis of these factors, the Equal Business Opportunity Officer shall determine the degree of AABE, HBE, ABE, or FBE participation resulting from the joint venture that may be credited towards the applicable EBO goals of the project.

The bidder or offeror shall provide the Equal Business Opportunity Officer access to review all records pertaining to joint venture agreements before and after the award of a contract reasonably necessary to assess compliance with this policy.

The Equal Business Opportunity Program also encourages Mentor-Protégé programs to assist African American, Hispanic, Asian American, and Female business enterprises in financing, bonding, construction management and technical assistance. Mentor-Protégé agreements will be reviewed by the Equal Business Opportunity Officer for final approval of the following terms of each agreement:

- (a) type of technical assistance to be provided by mentor;
- (b) rights and responsibilities of each mentor and protégé contracting activity;
- (c) the specific duration of the agreement;
- (d) the amount of participation by the protégé that may be credited toward the applicable EBO goal.

EQUAL BUSINESS OPPORTUNITY PLAN

In accordance with Section IV of the City of Jackson's Equal Opportunity Executive Order No. 2015-3, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity Plan with bid submission. Such plan should be titled "Equal Business Opportunity Plan (EBO Plan)" and should include the following:

- A. Names, addresses and contact persons of each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise to be used in the contract.
- B. The type of work or service each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise will perform.
- C. The dollar value of the work or service to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.
- D. Scope of the work to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.

Waiver

If the EBO Plan does not meet the project goals, the bidder or offeror must seek a partial or total waiver of the project goals. The application for waiver of all or part of the project goals must include full documentary evidence of the bidder's or offeror's good faith efforts (*see EBO Plan Application*) to meet the project goals and why the request for waiver should be granted. The application shall be in writing and submitted as a part of the bid or offer. It should include a narrative, affidavits and/or exhibits which verify the actions taken by the bidder or offeror to meet the goals.

Replacement

If a MBE/IFBE Subcontractor cannot perform satisfactorily, the Contractor shall take all necessary reasonable steps to replace the Subcontractor with another MBE/IFBE Contractor. All MBE/IFBE replacements must be approved by the EBO Review Committee and the Department. (*See EBO Plan Application*)

To demonstrate necessary reasonable efforts to replace any Subcontractor that is unable to perform successfully, the Contractor must document steps taken to subcontract with another MBE/IFBE Contractor.

CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY PLAN
APPLICATION

I. Company Name: _____
Address: _____
City: _____ State: _____ ZIP Code: _____
Telephone: (____) _____
E-mail: _____

II. Bid Name and Number: _____

III. PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS: *(SEE ATTACHMENTS)*
If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section VI(C)(1) of the E80 Executive Order No.20/4-3

IV. Total Bid Amount: \$ _____



V. **WAIVER REQUESTED** *(If you fail to meet either or all of the EBO Participation Goals check this box and follow the directions below to provide the required "WAIVER STATEMENT". The "Waiver Statement" should be submitted on company letterhead to the EBO Officer.)*

* *The bidder/offeror shall provide the following as evidence of its good faith efforts and will*

be evaluated on the same:

- (a) Copies of written notification to MBEs and FBEs soliciting their participation as a subcontractor.
- (b) Evidence of efforts made to divide the work into economically feasible units in order to increase the likelihood of meeting the EBO participation goals.
- (c) Evidence of efforts made to negotiate with MBEs and/or FBEs, including, at a minimum:
 - 1. The names, addresses, and telephone numbers of the MBE and FBEs who were contacted.
 - 2. A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed.

3. A statement of reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached.
4. Evidence of efforts made to assist the MBEs and FBEs contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires.
5. For each MBE and FBE contacted which the bidder or offeror considered to be not qualified, include a written statement of the reasons for the bidder's or offeror's conclusion.
6. Written quotes solicited from all MBEs and FBEs seeking subcontract work with Prime Contractors at the time of the bidding.
7. A statement with supporting documentation and affidavits indicating whether the offeror has used MBEs and/or FBEs as joint venture partners or subcontractors in past or present private sector contracts in Jackson.

**If you are unable to locate an MBF/FBE, please contact tire Business Development Division at (601) 960-1055.*

VI. Minority and Female Business Enterprise Actual Participation for this Bid/Offer/Proposal:

*(*Please list your MBE and FBE Project Participation percentages (%) in the Table below.)*

PROCUREMENT CATEGORY	Asian (ABE)	African- American (AABE}	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services					
Construction					
Goods & Non-Professional Services					

VII. REPLACEMENT OF MBE/FBE

If an MBE or FBE is not performing satisfactorily, it is the responsibility of the Prime Contractor to notify the EBO Office immediately both in writing and by phone. All MBF/FBE replacements must be approved by the Equal Business Opportunity Review Committee (EBORC). If these steps are not taken this will result in penalties as outlined in Section XI of the EBO Executive Order No. 2014-3

VIII. CERTIFICATION

I certify, under penalties of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge, and that my company fully intends to utilize all MBEs and FBEs listed if awarded the proposed project and/or service and abide by all EBO guidelines.

Authorized Signature and Title

Date

PRINT "AUTHORIZED" NAME HERE: _____

EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION -- ATTACHMENT
Proposed Minority/Female Business Enterprise Firms
(This Sheet is to be duplicated and used for each firm)

Company Name: _____ Type Trade/Business: _____

Address: _____

Type Minority Business (MBE/FBE):

City, State, ZIP: _____

_____ Female (FBE)

_____ African-American (AABE)

_____ Asian (ABE)

Contact Person: _____

_____ Hispanic (HBE)

_____ Native American (NABE)

Telephone Number: _____

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor

_____ Supplier

_____ Joint Venture

_____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ _____

Percentage of MBE and/or FBE Participation: _____ %

Attachment C

City of Jackson Solid Waste Ordinances

Sec.106-1.Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them In this section, except where the context clearly indicates a different meaning:

Commercial establishment means all solid waste collection units other than residential units.

Container means a metal or plastic can of not less than ten gallons, nor more than 30 gallons capacity, fitted with a closely fitting cover, or a treated sack having the same capacity.

Director means the director of the public works department of the city, or his designee.

Garbage means waste of any nature, including human and animal excrement, whether generated in a residence or a business, and shall include kitchen and table waste, paper and cardboard containers, cans and the like. The term "garbage," as used in this article, does not include discarded automobile tires and tubes at recapping plants and discarded automobile tires and tubes in unusual amounts at filling stations, garages and tire stores, such amounts being determined in the discretion of the director of the public works department, or his designee.

Litter means misplaced or mismanaged solid waste.

Refuse means materials associated with the demolition, repair or construction of residences or commercial establishments, including rubble such as concrete or asphalt chunks, rocks, bricks, masonry, sand, soil, roof gutters, wooden pallets, wire, pipe, and lumber. It shall also include, but not be limited to, appliances and furniture.

Removable container means a specially constructed metal container of any size so designed that the same may be mechanically picked up, dumped and/or transported by a specially constructed vehicle designed for that purpose.

Residential unit means a dwelling unit such as a home or trailer, or a dwelling unit in a multifamily dwelling of four or less units, not including hotels or motels.

Solid waste means garbage, refuse, and trash.

Trash means yard clippings, tree trimmings, leaves, wood, metal and similar items normally accumulated in the care and maintenance of residential or commercial property.

(Code 1971, § 14-1; Ord.No.1992-49, §1, 10-20-92)

Cross reference- Definitions generally, § 1-2

Secs. 106-2-106-35. ·Reserved.

ARTICLE JI. ·COLLECTION, HAULING AND DISPOSAL

DIVISION 1. - GENERALLY

Sec.106-36. - Promulgation of rules and regulations.

The director is hereby empowered and directed to promulgate from time to time all reasonable rules and regulations necessary for the proper administration of the affairs of his department so long as the same are not repugnant to or inconsistent with this Code or other ordinances of the city.

(Code 1971, § 14-17)

Sec.106-37.- User charge-Residential.

(a) There is hereby imposed on all persons who occupy residential units a user fee of \$15.39 per month for solid waste collection and disposal service, which may be provided under the auspices of the city.

(b) Reserved.

(Code 1971, § 14-19; Ord. No. 1992-49, § 3, 10-20-92; Ord. No. 1993-29, § 1, 10-5-93; Ord. No. 1997-39(2), § 1, 10-21-97; Ord. No. 2003-36(1), 9-6-03; Ord.No. 2003-40(1), § 1, 9-16-03; Ord.No. 2003-39(1), § 1, 9-30-03)

Sec. 106-38.-Same-Commercial.

Those units which are not residential are considered commercial. Solid waste collection and disposal service for commercial units will not be provided under the auspices of the city. It shall be the responsibility of commercial establishments to obtain, at negotiated rates, such solid waste collection and disposal service, and to keep the containers free from accumulation of any substance on the inside or the outside which would attract or breed flies, mosquitoes or other insects or rodents and free of noxious odors. The director may inform, in writing, the owner or agent of the unit of the need for additional dumpsters or more frequent pickup, and failure of such unit to comply with the directive within 15 days shall be a misdemeanor punishable by law.

(Code 1971, § 14-20; Ord. No. 1992-49, § 4, 10-20-92}

Sec. 106-39.- Scavenging of recyclable materials.

(a) Definition. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Authorized recycling contractor means a person, firm, partnership, corporation, or other entity authorized by virtue of a contract with the city to collect recyclable materials.

Designated recycling collection location means the place designated in the contract between the city and an authorized recycling contractor from which recyclable materials will be collected. The designated

recycling collection location shall include any parkway, alley, or curbside location from which municipal waste and other discarded materials are collected. The designated recycling collection location shall also include any recycling center or dropoff point authorized or sponsored by the city.

Recyclable materials means discarded materials such as, but not limited to newspapers, glass, computer paper, mixed office paper, aluminum and other metallic items, plastics, which are separated from other municipal waste for the purpose of recycling.

Recycling means the process of collecting used materials for the purpose of reusing, reprocessing, or remanufacturing them .

(b) Prohibited acts. No person, other than an authorized recycling contractor of the city or authorized employees or agents of the city, shall remove, collect, or pickup or cause to be removed, collected, or picked up any recyclable material that has been placed in a designated recycling collection location as part of a city sponsored recycling program or at a city-designated recycling center.

(c) Penalty for violation of section. Any unauthorized removal, collection, or pickup of recyclable materials from one or more designated recycling collection locations shall constitute a separate and distinct offense, punishable as a misdemeanor under this Code.

(Ord.No. 1992-49, § 2(14-21}, 10-20-92)

Cross reference- Junk dealers,§ 98-76 et seq.

Sees.106-40-106-60.- Reserved.

DIVISION 2.-COMMERCIAL HAULERS

FOOTNOTE(S) :

-- (2) --

Cross reference- Businesses, ch.30 Subdivision I. - In

General

Sec.106-61. -Collection of commercial garbage dumpsters near residential areas; notice and hearing; penalties for violation; variance procedure.

- (a) Restricted hours. No person or entity owning, nor any person driving, a vehicle for commercial solid waste collection and/or hauling shall service commercial garbage dumpsters within 150 feet of any residential structure between the hours of 10:00 p.m. and 7:00a.m.on weekdays, and between the hours of 10:00 p.m. and 9:00a.m. on weekends, so as to create a public nuisance to the residents at and near a specific location.

- (b) Notice. If it is determined that a commercial dumpster is serviced between the hours of 10:00 p.m. and 7:00 a.m. on weekdays, and between the hours of 10:00 p.m. and 9:00 a.m. on weekends, so as to create a public nuisance at and near a specific location, the public works director, who shall administer this article, or his designees, shall give written notice to the owner and/or driver of the vehicle servicing such commercial dumpster, or to the owner of such commercial dumpster, by certified mail, return receipt requested, that a public nuisance exists and that such public nuisance must be removed or abated immediately.

If an owner and/or driver of the vehicle servicing a commercial dumpster, or the owner of such commercial dumpster, is notified three times that a public nuisance exists at a specific location, and that such public nuisance has not been removed or abated, such owners and/or driver shall be deemed in violation of this section. If the notice is returned undelivered by the United States Post Office, official action to abate the nuisance shall be continued to a date not less than ten days from the date of such return.

- (c) Hearing. A request by the aggrieved person(s) for a hearing must be made to the public works director within ten days after receipt of the third notice. Such request shall be mailed by certified mail, return receipt requested. Applicants shall also notify by certified mail, return receipt requested, all property owners within 150 feet of the subject location and all neighborhood organizations within 1,000 feet, exclusive of streets and rights-of-way, informing them of the date, time, and place when the hearing will be held. The notice shall be mailed at least 15 days prior to the hearing.
- (d) Penalties for violation.
- (1) Any person or entity found to be in violation of this section shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine of \$250.00. Each violation shall constitute a separate offense.
- (2) Any person or entity found to be a multiple violator of this section shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine of \$1,000.00 or the maximum fine allowable by law, whichever is greater, or by imprisonment in the county jail for a period of ten business days, or by both such fine and imprisonment. "Multiple violator" as used in this section shall be defined as any person or entity convicted of two or more violations within a 90- day period.
- (e) Procedure for variances. No action shall be taken concerning a variance from this section until after a public hearing in relation thereto, at which parties in Interest and the general citizenry shall have an opportunity to be heard. These public hearings shall be held before the city council at such time and place as may be determined by the city council.

No variance from this section shall be passed by the city council unless and until the following conditions have been met:

- (1) A written application for a variance from this section shall be filed with the public works director or his designee. The application shall include a physical location description; location

map; the exact nature of the requested variance; the grounds upon which the variance is requested; and/or such other information as may be required by the public works director.

(2) The variance application shall demonstrate the following:

- a. That special conditions and circumstances exist which are peculiar to the specific location involved and which are not applicable to other locations in the same district or general area.
- b. That literal interpretation of the provisions of this section would deprive the applicant of rights commonly enjoyed by other commercial dumpster owners in the same district or general area under the provisions of this section.
- c. That the special conditions and circumstances do not result from actions or omissions of the applicant.
- d. That granting the variance requested will not confer upon the applicant any special privilege that is denied by this section to commercial dumpster owners and/or drivers servicing such dumpsters in other locations in the same district or general area.

(3) Applicants shall notify by certified mail, return receipt requested, all property owners within 150 feet of the subject location and all neighborhood organizations within 1,000 feet, exclusive of streets and rights-of-way, informing them of the date, time, and place when the application will be considered by the city council. The notice shall be mailed at least 15 days prior to the city council meeting during which the application will be considered. (Ord.No.

2006-78(3), 11-21-06)

Secs. 106-62-106-85.- Reserved.

Subdivision II.- Permit

Sec. 106-86.- Required.

It shall be the duty of all commercial or contract haulers of garbage, trash, refuse, tree trimmings and the like, whether such waste results from residences, commercial establishments, tree trimmers, landscapers, contractors in the building and construction business and the like, to apply to and receive from the director, a permit for the doing of such work. Applications for this permit may be obtained in the office of the director.

(Code 1971, § 14-26)

Sec. 106-87.- Application and fee; issuance; validity; renewal.

- (a) No permit shall be issued until the owner or operator of the vehicle to be used by the hauler shall have filed with the director an application for permit. It shall be the duty of the director to review the application and inspect the vehicle which the hauler proposes to use.
- (b) If the director determines that the vehicle is unsuitable for the proposed use or that for other reasons the proposed service cannot be competently performed, he shall deny the application.

However, if the director determines that the vehicle is suitable for the proposed use and that the proposed service can be competently performed, he shall approve the application of the hauler.

- (c) After approving the application, the director shall not issue the permit until the hauler pays a \$50.00 fee for each vehicle which It proposes to use in its hauling service. After the requisite amount is received by the director, he shall issue the permit to the hauler. The permit so issued shall be valid for one year from the date of its issuance. No renewal shall be given until a new application is filed, an inspection is conducted and the fee is paid.

(Code 1971,§ 14-27}

Sec. 106-88.- Display of permit number on trucks following issuance.

After issuance of the permit required by this division, the trucks used by the holder of such permit shall be given a number corresponding with the number of the permit, and such number shall be displayed on such vehicle at all times.

(Code 1971, § 14-28)

Sec. 106-89. - Permitholder to remove garbage, refuse or diirt which falls to street.

- (a) It shall be unlawful for any hauler of garbage under a permit issued by this division to allow any garbage, refuse or dirt removed by him to fall upon any street, highway or any other public transportation way, without promptly removing the same.
- (b) It shall be the duty and responsibility of all construction contractors, builders, and remodelers, tree trimming contractors, tree surgeons, landscapers and the like to keep construction premises free of litter and to remove all the rubbish, trimmings and trash resulting from the operation of their respective operations from the premises during the course of their operation, and immediately following the same, so as to leave the premises free and clear of such rubbish, trimmings and debris.

(Code 1971,§ 14-29; Ord.No. 1992-49, § 5,10-20-92)

Sec. 106-90. - Revocation.

Violation of any provision of this division shall result in the revocation of the permit issued under this division. In addition thereto, a person who violates a provision of this division shall be guilty of a misdemeanor and, upon conviction, shall be punished pursuant to the requirements of state law. Each offense is considered a separate offense and punishable as such.

(Ord. No. 1992-49, § 6,10-20-92)

Secs. 106-91-106-110.- Reserved. DIVISION 3.-

COLLECTION AND DISPOSAL

Sec. 106-111.- Removal and disposal of solid waste generally.

All residential solid waste shall be collected, removed and disposed of under the auspices of the public works department of the city.

(Code 1971, § 14-36)

Sec.106-112.- Nonrecurring or infrequent special collection and removal service fees.

- (a) If a property owner, occupant or commercial or contract landscaper, tree trimmer or similar contractors places solid waste in the public rights-of-way in violation of the ordinances of the city, the director or designee shall have the authority to dispatch a crew and necessary equipment to remove the solid waste from the public right-of-way and shall have the authority to charge the property owner, or commercial or contract landscaper, tree trimmer or similar contractor fees based on the following schedule:
 - (1) Hand crew-\$90.00 per hour
 - (2) Bobcat crew-\$151.00 per hour (3}
Clamshell crew-\$156.00 per hour
- (b) In the event the violator is a commercial or contract landscaper, tree trimmer, or similar contractor, the director will have the authority to assess fees against the same If a property owner or occupant supplies the director with written evidence that the solid waste was placed in the public rights-of-way by a commercial or contract landscaper, tree trimmer or similar contractor.
- (c) The property owner, occupant or commercial or contract landscaper, tree trimmer or similar contractor shall be notified of the violation and will have seven days to comply with the city's ordinances.
- (d) Each property owner, occupant or commercial or contract landscaper, tree trimmer or similar contractor will be assessed a one-hour minimum charge for each crew dispatched to collect solid waste placed in the public right-of-way in violation of the city's ordinances. Failure by any property owner, occupant or commercial or contract landscaper, tree trimmer or similar contractor to pay such fees shall be a misdemeanor and punishable as such.

(Code 1971, § 14-37; Ord. No. 1992-49, §7, 10-20-92; Ord. No. 1997-37(3), § 1, 11-4-97}

Sec.106-113.- Placement of garbage for collection from residences and apartments.

- (a) It shall be the duty of all householders within the city to place garbage in regulation containers, under closely fitting covers or treated garbage bags, within five feet of the traveled portion of the street, on garbage pickup days which have been designated by the director, before the hours of 7:00 a.m., and to remove the empty containers from the street promptly following the pickup of the garbage, but in no case later than 9:00p.m. It shall be unlawful for any householder to use any other than the standard regulation container, or to place garbage on the

street at any other than days designated for the removal thereof by the director, except approved built-in underground receptacles, or to allow empty containers to remain on the street at a longer time than that designated in this section.

- (b) The owner, or his authorized representative, of any apartment or apartment complex consisting of five or more living units shall provide adequate storage containers or facilities approved by the director, for the proper storage of all refuse from tenants of the apartments and be responsible for keeping the premises clean. Access drives or driveways must be available for solid waste collection vehicles.
- (c) The owner, or his authorized representative, of apartments with less than five living units will be responsible for tenants complying with this division and the premises being kept clean.

(Code 1971, §14-38)

Sec. 106-114.- Placement for collection at commercial establishments .

It shall be the duty of the owner, manager or operator of every commercial establishment to provide for removal and disposal of its solid waste in such a manner and with sufficient frequency to cause the premises to be free from litter at all times. Except during the hours when the disposal service is to be provided, containers for such disposal shall not be placed in the public right-of-way or on the sidewalk.

(Code 1971, § 14-39; Ord. No. 1992-49, §8, 10-20-92)

Sec. 106-115.- Container requirements.

- (a) It shall be unlawful for any person at a residence to use any other than the standard regulation container. The director may, at his discretion, after notice to the owner, remove nonregulation containers along with the garbage.
- (b) Commercial establishments shall use such containers as are necessary to avoid the scattering of their solid waste. (See subsection 106-117(a)(2).)
- (c) Furniture, appliances (with doors removed), water heaters, mattresses, bedsprings and other large objects which cannot be placed in containers shall be stored or stacked in a neat and orderly manner for collection on the weekly second pickup date.

(Code 1971, § 14-40; Ord. No. 1992-49, § 9, 10-20-92)

Sec.106-116.- Removal and disposal of trash generally.

- (a) Regular collection: Regular collection services shall be provided for, on the first collection day of the week (as designated by the director or designee):
 - (1) Leaves, yard clippings, paper, straw and other flexible objects when placed in a container as required by section 106-117
 - (2) Yard debris that is containerized as required by section 106-117(a)(1); and, on the second collection day of the week (as designated by director or designee) :

(3) All containerized garbage and all yard debris which is not containerized, but does not exceed the volume limits established in section 106-117(a)(2).

(b) Noncollectible materials. Collection service shall not be provided for certain types of material.

The following material must be disposed of by and at the expense of the person responsible for its production:

- (1) Materials used in construction or repair of buildings or resulting from the demolition of buildings.
- (2) Logs and limbs resulting from commercial, contracted, or major tree trimming operations. (Code 1971, §

14-40.1; Ord.No. 1997-37(3), §2, 11-4-97)

Sec.106-117.- Preparation, storage and placement of trash for collection generally.

(a) Property owners or occupants shall be required to prepare and store trash for collection in a neat and orderly manner according to the following:

- (1) Paper and other small or flexible objects shall be placed in approved containers not exceeding 30-gallon capacity. Containers of paper and other light material subject to being scattered by wind shall be covered, closed or otherwise suitably prepared to prevent scattering by normal winds. Approved containers shall include, but are not limited to, standard metal or plastic garbage cans, cardboard boxes, paper or plastic bags manufactured for refuse disposal or other suitable containers which, when full, do not exceed 60 pounds in weight. Any container that is collapsed, disintegrated, or otherwise damaged to the degree that it is rendered useless for the purpose of holding trash at the time of collection shall not be an approved container and will not be collected.
- (2) Discarded tree branches, shrubbery, leaves, yard clippings and pine straw (green waste) can be containerized or placed out loose, but shall not exceed a volume of two cubic yards or 54 cubic feet. Tree limbs shall be no more than four inches in diameter.

(Code 1971, § 14-41; Ord. No. 1992-49, § 10, 10-20-92; Ord. No. 1997-37(3), § 3, 11-4-97)

Sec. 106-118. - Loose, noncontainerized trash; responsibility of property owner or occupant to remove. Any trash or debris which has not been containerized, stacked neatly by the curb, or stored in accordance with the provisions of section 106-117 shall be prohibited unless arrangement for a special collection has been made. Where such trash or debris has been placed in the public right-of-way, the owners and occupants of abutting private property shall be responsible for its removal and storage, as provided by this article.

(Code 1971, § 14-42; Ord. No. 1992-49, § 11, 10-20-92)

Sec. 106-119.- Hazardous materials to be placed in special containers.

It shall be the duty of every person having garbage to be handled by the director, to place all broken glass, razor blades and any other material which may injure a worker in the handling of the same, in special containers in order to prevent injuries in the disposal of such hazardous materials.

(Code 1971, § 14-43)

Sec. 106-120.- Ownership and reclamation of materials placed for disposal.

- (a) It is conclusively presumed that all materials placed for collection/disposal by the city have been abandoned, and all the interest of the owner therein is surrendered and transferred to the city.
- (b) The director shall at all times maintain a claims department where he will keep all valuables actually coming in his hands which appear to have been inadvertently placed for disposal, and shall deliver the same to the rightful owner upon identification and proof of ownership. The city, however, will assume no responsibility for the safekeeping and redelivery of any such articles placed for disposal by the city.

{Code 1971, § 14-44}

Secs. 106-121-106-145.- Reserved.

DIVISION 4. -SANITARY LANDFILLS

Sec. 106-146.- Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Sanitary landfill means any site managed, controlled and operated by the city for the purpose of disposing of garbage, trash, debris and other types of refuse material. Such sites being operated for the purpose of maintaining and protecting the public health, safety and welfare.

(Code 1971, § 14-50)

Cross reference- Definitions generally, § 1-2 Sec. 106-147.- Penalty

for violation of division.

Violation of any section of this division shall constitute a separate misdemeanor and, upon conviction, shall be punishable by the maximum penalty provided by state statute for violation of a municipal ordinance.

(Code 1971, § 14-55)

Sec. 106-148.- Solid waste facility disposal fees.

It shall be unlawful to enter upon any solid waste facility managed, controlled, and operated by the City of Jackson for the purpose of removing or disposing of garbage, trash, debris, or refuse material of any type except as hereinafter provided:

- (1) All refuse material collected by the City of Jackson Public Works Department or any other department or agency of the city shall be disposed of at a City of Jackson solid waste facility without charge if collected by the public works department or department or agency of the city in the course of its operations.
- (2) All persons other than those provided for in subparagraph (1) of the section above shall pay the following amounts when disposing of trash, debris, and other types of refuse material in the Byram or other solid waste facility managed, controlled or operated by the City of Jackson:

(Code 1971, § 14-51; Ord. No.1992-1, § 1, 1-7-92;Ord. No.1992-46, § 1, 10-6-92; Ord.of 2-28-95, § 1; Ord. No. 2003-32(2), § 1, 8-19-03; Ord. No. 2009-24(1), § 1, 7-16-09)

Sec.106-149.- Identification of users.

Commercial solid waste haulers shall provide landfill personnel with truck numbers and the location of the area in which the trucks are collecting the solid waste intended to be deposited at the city landfill. All other users will be identified and verified as county users by either the address on their driver's license or their voter registration card.

(Code 1971, § 14-51.2)

Sec. 106-150.- Fees to be deposited in fund; use.

All fees generated by the landfill charges shall be deposited in a special fund dedicated for use in maintaining and operating the landfill, it being understood that these may not be the sole source of funds used for such purposes.

(Code 1971, § 14-51.3)

Sec. 106-151.- Review of fees by mayor and council.

The landfill fees will be accounted for so that on a periodic basis, as may be requested by the mayor and/or city council, their adequacy to support the landfill operation can be reviewed.

(Code 1971, § 14-51.4)

Sec. 106-152.- Coupons to be sold for entrance to landfill.

The director shall cause to have printed and shall sell coupons at the office of the engineering maintenance division. Such coupons shall be in denominations to be determined by the director, and the coupons shall be used to pay admission fees to the city sanitary landfills.

(Code 1971, § 14-52)

Sec. 106-153.- Prohibited materials.

Types of material not admitted to the city sanitary landfills shall be as follows: (1) Ground

glass;

- (2) Explosive or inflammable liquids;
- (3) Oil;
- (4) Drained sewage;
- (5) Animal excrement;
- (6) livestock carcasses, except in cases of emergency such as vehicular accident;
- (7) Vehicle bodies;
- (8) Spring steel or wire longer than four feet; and
- (9) Hazardous waste, except as approved by the director or the bureau of pollution control. (Code 1971, §

14-54)

Sees. 106-154-106-175.- Reserved.

DIVISION 5. - LITTER

Sec. 106-176.- Prohibited acts and abatement generally.

- (a) A person shall not throw, dump, deposit or cause to be thrown, dumped or deposited litter on property owned by another person without the permission of the owner or occupant of such property, or on any public highway, street or road, upon public parks or recreation areas, or upon any other public property, except that property designated for that use.
- (b) Any person who accidentally causes any object, article or substance to be dropped, thrown or deposited upon any street, sidewalk or right-of-way shall immediately remove same or cause it to be removed.

(Code 1971, § 14-2(b); Ord. No. 1992-49, § 13(14-60), 10-20-92)

Sec. 106-177.- Initiation of prosecution for violation of article.

Prosecution for a violation of any section in this division may be initiated by a peace officer who witnessed an offense in violation of such sections, or who discovered an article bearing a person's name on the property of another, or any public highway, street or road, upon a public park or recreation area, or upon any other public property, except that designated for that use, or by any private citizen, who witnessed an offense or discovered incriminating evidence, who is willing to make the initial charge and testify for the city.

(Ord. No. 1992-49, §25(14-72), 10-20-92)

Sec. 106-178.- Penalty for violation of division.

A person who violates a provision of this division shall be guilty of a misdemeanor and, upon conviction, shall be punished pursuant to the requirements of state law. Each offense is considered a separate offense and punishable as such.

(Ord. No. 1992-49, §26(14-73), 10-20-92)

Sec. 106-179.- Dumping on another's property; Identification of violator .

If an object of litter is discovered on another's property without his permission, on any public highway, street or road, upon public parks or recreation areas, or upon any other public property, except that property designated for that use, bearing a person's name or evincing by other means the identity as to ownership and/or control of the litter prior to its unlawful deposit, it shall be prima fade evidence that the person so identified, threw, dumped, deposited or caused it to be thrown, dumped or deposited there.

(Ord. No. 1992-49, § 14(14-61), 10-20-92)

Sec. 106-180.- From motor vehicle; presumption of driver's responsibility; exception.

If the throwing, dumping or depositing of litter was done from a motor vehicle, except a motor bus, it shall be prima facie evidence that the throwing, dumping or depositing was done by the driver of the motor vehicle.

(Ord.No. 1992-49, § 15(14-62),10-20-92}

Sec. 106-181.- Report of violation of article.

- (a) Any person, whether or not such person is a citizen of the city, who shall witness the throwing, dumping, or depositing of litter from a motor vehicle into any public highway, street or road, onto another's property without the owner 's permission, onto public park or public recreation lands, or onto any other public property, except such as is designated for the throwing, dumping or depositing of litter, may report the date and time of day of the littering and the license plate registration number and state of registration to any state or local law enforcement authority.
- (b) The license plate registration number, as recorded, shall constitute prima facie evidence that the littering was done by the person to whom such motor vehicle is registered.
- (c) Any person so reporting a violation shall be required to appear as witness in any prosecutions resulting therefrom .

(Ord. No. 1992-49,§16(14-63), 10-20-92)

Sec. 106-182.- Removal of debris from wrecked or damaged vehicle; remover's responsibility .

Any person removing a wrecked or damaged vehicle from a street shall remove any glass or other substances dropped onto the street, sidewalk or right-of-way from such vehicle.

(Ord. No. 1992-49, § 17(14-64}, 10-20-92}

Sec. 106-183. - Placement or deposit in public or private receptacles.

No person shall place or deposit litter in public receptacles or in authorized private receptacles except in such a manner as to prevent it from being scattered or carried by the elements onto any street, sidewalk, other public place or upon private premises.

(Ord. No. 1992-49, § 18(14-65), 10-20-92}

Sec.106-184. - Sidewalks and public areas in front of private premises; owner's responsibility to remove.

- (a) Persons owning or occupying private premises shall make reasonable efforts to keep the sidewalk in front of such premises free of litter.
- (b) Private business receptacles shall at all times be maintained in such a manner as to keep the public areas adjacent to the private premises free of litter.

(Code 1971, §26-13; Ord. No. 1992-49, § 19(14-66), 10-20-92)

Sec.106-185.- Sweeping into or depositing in gutters, streets or other public places.

No person shall sweep into or deposit in any gutter, street or other public place the accumulation of litter from any building, lot or from any public or private sidewalk or driveway .

(Code 1971, § 26-14; Ord.No.1992-49, § 20(14-67), 1Q-20-92)

Sec.106-186. - Dead animals.

Dead animals shall not be placed in garbage containers for regular collection. Such animals will be removed by special pickup on call to the animal control division.

(Ord. No. 1992-49, § 21(14-68), 10-20-92)

Sec. 106-187.- Declaration of nuisance; abatement ;failure to abate to result in criminal penalties.

Any unauthorized accumulation of garbage, refuse or trash on any premises is hereby declared to be a nuisance, dangerous to the public health, safety, convenience and welfare and is prohibited. The owner or agent of the property having the accumulation shall be subject to criminal penalties if the accumulation of garbage, refuse or trash is not removed within 30 days after written notice from the director of such violation.

(Ord.No. 1992-49, §22(14-69), 10-20-92)

Sec.106-188.- Commercial or noncommercial handbills; posting on vehicles or private premises.

- (a) No person shall throw or deposit any commercial or noncommercial handbill in or upon any vehicle. However, it shall not be unlawful in any public place for a person to hand out or distribute, without charge to the receiver thereof, a noncommercial handbill to any occupant of a vehicle who is willing to accept it.
- (b) No person shall throw or deposit any commercial or noncommercial handbill in or upon any private premises which are temporarily or continuously uninhabited or vacant. (Ord.No.

1992-49, § 23(14-70), 10-20-92}

Sec. 106-189.- Additional remedy.

In addition to the remedies given in this article, the city may also elect, as an additional or accumulative remedy, to seek equitable relief to abate the problem. (Ord. No.

1992-49, § 24(14-71), 10-20-92}

Secs. 106-190-106-210.- Reserved.

ARTICLE III. -HAZARDOUS MATERIALS

Sec. 106-211.- Short title of article.

This article shall be known and may be cited as the "City of Jackson Hazardous Material Ordinance."

{Code 1971, §14 -I)

Sec. 106-212. - General findings.

The council finds that there is a risk in the production, use, storage, disposition and transportation of hazardous material to its citizens, labor force, traveling public and shipping and transportation industry, and promulgates this article as constituting an efficient reduction of the real risk. The council believes that the burden imposed on the producers, users,

storers, shippers and transportation carriers, if any, is justified.

(Code 1971, §14Yi-2)

Sec. 106-213. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Carrier means and includes a common, contract, or private carrier of property by any mode of transportation.

Fire prevention code means the Standard Fire Prevention Code adopted by the city.

Hazardous material means a substance or material which has been determined by an official agency of the United States government to be capable of posing an unreasonable risk to health, safety and property when manufactured, mined, used, stored and transported, and which has been so designated.

Permit means the written authorization for the transport of radioactive waste that is required by MCA 1972, §45-14-51 et seq., and regulations implementing the provisions of this legislation issued by state board of health.

Person means any individual, corporation, partnership, association or governmental agency of the United States.

Preferred route means the routes designated by the council of the city by which hazardous material is to be transported into, through and within the city.

Public safety official means members of the fire and police departments of the city.

Shipper means any person, corporation, association or other entity that sends goods by any mode of transportation.

(Code 1971, § 14Yi-3)

Cross reference- Definitions generally, § 1-2

Sec. 106-214. - Penalties for violation of article.

Violations of the provisions of this article or failure to comply with any of its requirements shall constitute a misdemeanor. Any person who violates this article or fails to comply with any of its provisions shall, upon conviction, be fined not more than \$500.00 and imprisoned not more than 90 days, or both. Each day any such violation occurs shall be a separate offense. Nothing contained in this section shall prevent the city from taking such lawful action as is necessary to prevent or remedy any violation.

(Code 1971, § 14X-10)

Sec. 106-215.- Preferred routes.

- (a) The interstate highways are adopted as preferred routes for motor vehicle transportation of hazardous material into and through the city, when this material is not destined for delivery within the city.
- (b) The principal arteries or streets within the city are adopted as preferred routes for motor vehicle transportation of hazardous material when this material is to be picked up or delivered to locations within the city.
- (c) The main trunk lines of railroads are adopted as preferred routes for rail transportation of hazardous material through the city, unless it is necessary to move this material via switching lines in order to place rail cars at delivery sites within the city.

(Code 1971, § 14X-4)

Sec. 106-216.- Application of article provisions.

- (a) No person shall knowingly manufacture, ship, transport, use or store hazardous material, or knowingly cause to manufacture, ship, transport, use or store hazardous material in the city, except in accordance with United States Department of Transportation or Nuclear Regulatory Commission regulations, state statutes, city fire prevention code and this article.
- (b) The restrictions of this article apply to all hazardous materials that are identified by appropriate United States federal agencies, state statutes, and the city.
- (c) The provisions of the United States Department of Transportation regulations, state statutes and regulations, and city ordinances apply to transportation of hazardous material into, within and through the city.
- (d) The manufacture, use, handling, and storage of hazardous material within the city will be in accordance with the provisions of the fire prevention code of the city.
- (e) The provisions of this article shall not apply to hazardous material shipped by or for the United States government for military or national security purposes, or which are related to national defense. Nothing in this section shall be construed as requiring the disclosure of any defense information or restricted data so classified by the United States government.

(Code 1971, § 14X-S)

Sec.106-217.- General standards.

- (a) Routing. Movement routing all vehicles to transport any hazardous material shall be confined to preferred routes, except when:
 - (1) Emergency conditions make the preferred routes unsafe;
 - (2) The vehicle used to transport the hazardous material is required to enter the city limits before gaining access to the preferred routes;
 - (3) Delivery point of hazardous material is located in an area that required the vehicle to move over other streets; the shortest and/or safest route will be used; or
 - (4) It is necessary to stop for rest, fuel, or vehicle repairs.
- (b) Reports required. All manufacturers, users, storers, transporters of, or other entity whatsoever, shall immediately report incidents or accidents involving hazardous materials, whether there is evidence of release or not, to the chief of police by the fastest possible means of communication and within the shortest time possible, after occurrence of such accident or incident. The body of the report shall indicate:
 - (1) location of accident/Incident;
 - (2) Hazardous material involved; and
 - (3) Availability of shipping papers in transportation accident.
- (c) Transport vehicle .The operator of a vehicle used to transport hazardous material shall, before operating such vehicle into,within or through the city, inspect such vehicle and determine that:
 - (1) Brakes are in good working order;
 - (2) Steering mechanism is in good working order;
 - (3) All electrical wiring is in good working order;
 - (4) The vehicle is in a safe condition to transport hazardous material;
 - (5) All emergency features are installed and operative, as required by the federal Department of Transportation, state statutes, and regulations and applicable ordinances of the city; and
 - (6) That hazardous material placarding, as required by the federal Department of Transportation, is accomplished.
- (d) Operator qualifications. No person shall operate a vehicle used to transport hazardous material without first having met driver or operator training requirements, as outlined in the federal Department of Transportation regulations, state statutes and city ordinances.
- (e) Radioactive waste material permit. No person shall transport radioactive waste material into, within, or through the city, without a permit issued by the state Emergency Management Agency, if this material is regulated under the provisions of MCA 1972, §45-14-51 et seq. and regulations issued by the state board of health.
- (f) Liability insurance. Manufacturers, users, storers, transporters and disposers of hazardous material shall have sufficient liability insurance to protect the city and the general public at large from possible death, injury or damage to any person or property due to manufacture, use, storage, transportation or disposal of this material.
- (g) Indemnification. Manufacturers, users, storers, transporters and disposers of hazardous material shall be required to hold the city harmless for all claims, actions or proceedings in law or equity arising out of death, injury or damage to persons or property arising from hazardous material incidents/accidents within the city, including all costs of defending same; provided

however, that nothing contained in this section shall be construed as a waiver of the city's governmental immunity.

- (h) Responsibility for cleanup costs. Manufacturers, users, storers, transporters and disposers of hazardous material shall be responsible for the cost of the cleanup of hazardous material accident sites, to include professional personnel deemed necessary by city and state officials to provide necessary guidance of proper cleanup and decontamination efforts. These decontamination and cleanup operations must meet the requirements of the United States Environmental Protection Agency, state bureau of pollution control, department of natural resources, and the city.

(Code 1971, §14Yz-6)

Sec. 106-218.- Enforcement of article.

The city fire and police departments are expressly authorized to enforce the provisions of this article. (Code 1971, § 14Yz-7)

Sec. 106-219.- Disclaimer.

Nothing in this article shall be construed in any way as modifying, altering, or repealing any affecting laws regulating weight limit and load size on any street lying within the city or the city fire codes relative to fire prevention.

(Code 1971, § 14Yz-8}

Sec. 106-220.- Hazardous material operation plan.

(a) A contingency plan for handling hazardous material incidents shall be adopted and maintained by order of the city council.

(b) All municipal departments and agencies shall perform those functions assigned by the hazardous material incidents and accidents contingency plan and maintain a current state of readiness at all times.

(Code 1971, § 14Yz-9)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the CITY OF JACKSON, MISSISSIPPI as Owner, in the penal sum of one million dollars and no cents (\$1,000,000.00) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this _____ day of _____, 2020.

The condition of the above obligation is such that whereas the Principal has submitted to the CITY OF JACKSON, MISSISSIPPI a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for Solid Waste Collection.

NOW THEREFOR,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

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IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

SEAL

Contractor(s)

By: _____

SEAL

Surety

By: _____

Important - Surety companies executing bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Attachment E

CONTRACTORS FEE PROPOSAL FOR CITY OF JACKSON, MISSISSIPPI

Residential Solid Waste Collection

The City of Jackson estimates that based on tonnages collected from January 2018 through September 2021, the average monthly tons of garbage collected is 5,143 tons per month. There are approximately 1,200 street miles within the City of Jackson.

Indicate the Fee for service to be charged per month for each service listed below. The Fee should be the total fee for the Service Provider to provide the service.

In the block next to each Fee, display the percentage of this Fee attributable to fuel costs.

Service Provider Name:		
Service Option	Price per Month	Fuel Percentage
Once Per Week Collection, Cart Cost included*		
Twice Per Week Collection, Cart Cost included*		

*Cart Cost is for providing 45,000 Customers with 96 Gallon Carts and providing delivery to each Customer

Collection Services (Not used
For Cost Proposal Evaluation)

Municipal Facilities, including parks
Weekly collection 30 cubic yard container
for solid waste \$_____/week

Roll-Off Containers (Special
Events)

20 Cubic Yard Per Haul	\$_____/unit
30 Cubic Yard Per Haul	\$_____/unit
40 Cubic Yard Per Haul	\$_____/unit
Delivery and Exchange	\$_____/unit