



2300 Government Street
Ocean Springs, MS 39564
Phone: (228) 875-8239
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Ocean Springs School District Invitation to Bid Waste Disposal and Recycling Services SY24-28

The Ocean Springs Board of Trustees invites you to submit a proposal for Waste Services SY24-28. This invitation will be advertised in the Sun Herald and specifications and guidelines may be obtained by emailing Becky Ryan, Purchasing, bryan@ossdms.org or visiting the Ocean Springs School District website at the following address: www.ossdms.org. Official Bid Documents may also be downloaded, and electronic bids may be submitted at www.centralauctionhouse.com. Electronic submittal of RFP is not required, but is strongly encouraged.

REQUEST FOR PROPOSALS- WASTE AND RECYCLING SERVICES SY 24-28

Proposal & Implementation Timeline:

Posting of Proposal Notice to Central Auction House	April 16, 2023
First Publication of the Proposal Notice by the Newspaper	April 16, 2023
Second Publication of the Proposal Notice by the Newspaper	April 23, 2023
Deadline to submit questions	April 28, 2023 by 2:00 p.m.
Proposer Specification Response Form Return Deadline	May 3, 2023 by 2:00 p.m.
Submissions Reviewed	May 3, 2023
Recommendation to the BOT	May 9, 2023

RFP may be submitted electronically by contacting Central Bidding at 225-810-4814 and setting up an account or in person or via postal service of choosing to the Ocean Springs School District Business Office, 2300 Government St. Ocean Springs, MS 39564, and ATTN: Becky Ryan, Purchasing. RFP submissions are to be in a sealed envelope clearly marked: RFP-Waste Disposal and Recycling Services SY24-28 and returned no later than 2:00 PM CST, May 3, 2023 at which time submissions will be opened in the Ocean Springs School District Business Office located at 2300 Government Street, Ocean Springs, MS 39564. The proposal must be signed by an authorized official to bind the offeror to the proposal provisions. No faxed or emailed proposals will be accepted. Late submissions will not be accepted. Any questions regarding the RFP need to be submitted via email to Becky Ryan, Purchasing, bryan@ossdms.org. Questions will be answered via a Q and A or Addenda document. Please check the websites for these documents.

Introduction and Background: Presently, the Ocean Springs School District serves approximately 6,000 students, pre-kindergarten through twelfth grades and currently supports seven (7) educational sites, a district office, a maintenance site and an athletic office.

Purpose and Need: The purpose for this RFP is to furnish waste disposal and recycling services for the Ocean Springs School District. The District reserves the right to accept only waste disposal services if after review and consideration, the recycling services are not within budget.

Scope: All waste dumpsters must have lift-type and side slide-type doors. Contractor will **not** provide services on the following days: Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, Independence Day, Thanksgiving Day, Thanksgiving Friday, Labor Day, two (2) days at Mardi Gras, and Good Friday. Additionally, Contractor shall reduce pick-ups to one (1) time per week during Spring Break and Christmas Break. It is the contractor's responsibility to ensure employees are aware of the school calendar and holidays.

Vendor Responsibilities: OSSD shall exercise reasonable care in the use of all Vendor-owned dumpsters. However, OSSD shall not be held liable for damages resulting from the acts of nature or third parties. Should damages result, not the fault of OSSD, Vendor shall repair or replace such dumpsters at Vendor's expense, to the satisfaction of OSSD.

- a. Vendor shall maintain all Vendor-owned dumpsters in an odor-free and clean environment, which shall include cleaning and disinfecting each dumpster on a periodic basis, or if necessary, replacing the dumpster with a new one. All costs associated with maintenance of dumpsters shall be borne by the Vendor.
- b. Vendor shall ensure that vehicles, property, and facilities of OSSD and others are not damaged during the waste pickup process.

OSSD Responsibilities: OSSD will provide access to all sites as necessary to perform the required services at each location included in the contract. If any pickup is missed because OSSD fails to provide sufficient access, Vendor shall notify OSSD and OSSD shall remedy the problem. It shall be the responsibility of Vendor to ensure that all scheduled pickups are made.

The work shall consist of providing, maintaining and pickup of non-hazardous waste from specified locations in the OSSD on a scheduled basis. Vendor shall furnish all personnel required to coordinate, manage, pickup, haul and dispose of all waste material at each location. The contract shall be based on a monthly cost. The cost shall include the cost of initial placement by Vendor of dumpsters at the sites. Vendor shall submit a monthly cost proposal based on the quantity and size of dumpsters and the number of pickups per week as specified on Proposal Form. Vendors shall indicate pricing information as requested on the Proposal Form contained herein.

Schedule of Operations: The days and times at which services shall be provided by the Vendor shall be mutually established by both parties and shall be structured so as not to interfere with the OSSD's instructional or lunch programs. Pickup times for each facility shall be scheduled to consider peak traffic periods so as not to interfere with the opening, dismissal or routine operation of the facility.

Additional Dumpsters and/or Pick-ups: Additional pickups for listed dumpsters that the OSSD determines have become necessary during the term of the contract will be added on the basis of unit prices identified on the Proposal Form. Additional dumpsters that the OSSD determines have become necessary during the term of the contract will be added on the basis of unit prices identified on the Proposal Form. The chosen provider must sign the standard contract and attached assurances once the bid is accepted by the OSSD Board of Trustees.

Location Summary for Waste Disposal:

Location	Address	Container Size	Pick-ups/ week
Oak Park Elementary	2230 Government St.	10 Yard	5
Alternative Education Center	2401 School Street	6 Yard	2
OS Upper Elementary	2320 Government St.	10 Yard	5
OS Upper Elementary	2320 Government St.	8 Yard	5
OS Upper Elementary	406 Holcomb Blvd	10 Yard	5
Pecan Park Elementary	504 Hanley Rd.	8 Yard	5
Magnolia Park Elementary	3500 Government St.	10 Yard	5
OS Middle School	3600 Hanshaw Rd.	10 Yard	5
OS Middle School	3600 Hanshaw Rd.	8 Yard	5
OS High School	6710 Old Spanish Trail Rd.	8 Yard x 4 Dumpsters	5
Operations Department	1005 Hanley Rd.	6 Yard	1
Greyhound Stadium	2732 Stadium Drive	8 Yard	1
OS Central Administration	2330 Government St.	8 Yard	2
Technology Dept.	400 Holcomb Blvd.	8 Yard	1

Location Summary for Recycling:

Location	Address	Number and Type of Carts	Pick-ups/week
Oak Park Elementary	2230 Government St.	5	1
Alternative Education Center	2401 School Street	2	1
OS Upper Elementary	2320 Government St.	5	1
Pecan Park Elementary	504 Hanley Rd.	2	1
Magnolia Park Elementary	3500 Government St.	2	1
OS Middle School	3600 Hanshaw Rd.	4	1
OS High School	6710 Old Spanish Trail Rd.	10	1
Operations Department	1005 Hanley Rd.	2	1
Greyhound Stadium	2732 Stadium Drive	2	1
OS Central Administration	2330 Government St.	2	1
Technology Dept.	400 Holcomb Blvd.	5	1

STANDARD TERMS OF AGREEMENT AND CONDITIONS OF BID

For the purposes of clarity, the terms contractor, vendor and seller shall be synonymous. The terms Ocean Springs School District and owner shall be synonymous. The terms BID and Proposal shall be synonymous.

1. Purchases: Every purchase by the Ocean Springs School District of goods, services, or both, shall be governed by the following terms and conditions, except to the extent that such terms, and conditions are specifically modified or altered by the terms and conditions of the specifications sheet/s.

2. Gratuities: The District may, by written notice to the Seller, cancel this contract without liability to Seller and District if it is determined by District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to an officer or employee of the District with a view toward securing a BID or securing favorable treatment with determinations with respect to the performance of such BID. In the event this BID is canceled by District pursuant to this provision, District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller. Prohibition against Personal Interest in Bids: If any member of the Board of Trustees of the District or any employee of the District has any interest, either direct or indirect, in the business of the Seller, such interest must be disclosed in Seller's BID. At the discretion and interpretation of the District, such interest may disqualify the Seller/Vendor as meeting the requirements of this BID.

3. Special Tools and Test Equipment: If the price stated in the Proposal includes the cost of any special tooling or special equipment fabricated or required by Seller for the purpose of fulfilling Seller's obligations, such special tooling equipment and any process sheets related thereto shall become the property of the District, to the extent feasible, and shall be identified by the Seller as such.

4. Warranty and Price: The price to be paid by the District shall be contained in Seller's proposal which Seller warrants to be no higher than Seller's current prices on order for products/services of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this BID upon an agreement or understanding for commission, percentage, brokerage, or contingent fee that would exceed the BID proposal pricing. For breach or violation of this warranty, the District shall have the right in addition to any other right or rights to cancel this BID without liability and to deduct from the BID price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

5. Warranty Products: Seller shall not limit or exclude any implied warranties. Any attempt to do so shall render this BID void at the option of the District. Seller warrants that the goods/services furnished will conform to the specification, drawings and descriptions contained in the BID Documents and to the sample/s furnished by Seller, if any.

6. Safety Warranty: Seller warrants that the product or service sold/distributed in the District shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product/service does not conform to OSHA standards, District may discontinue the use of products/services at the Sellers expense.

7. No Warranty by District against Infringements: As part of this BID for sale, Seller agrees to ascertain whether goods manufactured or services provided in accordance with the specifications attached to the agreement will give rise to the rightful claim of any third person by way of infringement or the like. District makes no warranty that the production of goods/services according to the specification will not give rise to such a claim. In the event the Seller is sued on the grounds of infringement or the like will result, the Seller will notify District to the effect in writing, of the notification of infringement. If District does not receive notice and is subsequently held liable for the infringement or the like, Seller will indemnify the District and hold District harmless from any loss, cost or expense. If Seller ascertains that production of the goods/services in accordance with the specifications will result in infringement or the like, this BID shall be null and void. The Seller at the end of the warranty period shall deliver to the District any and all documents and operating manuals for technology, equipment, telecommunication access/passwords and training to maintain the equipment to continue to operate the systems.

8. Commitment of Current Revenue: The BID is conditioned on a best effort attempt by this governing body to obtain and appropriate funds for payment of the BID and the continuing right to terminate. This BID is a commitment of the District's current revenues only.

9. Advertising: Seller shall not advertise or publish, without District's prior consent, the fact that District has entered into this BID, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

10. Right to Assurance: Whenever one party to this BID in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days of the request, the demanding party may treat this failure as an anticipatory repudiation of the BID.

11. Independent Contractor: Seller shall perform the services and/or provide goods required by the BID Document as an independent contractor and shall furnish such services/goods in its own manner and method. Under no circumstances or conditions shall any agent, servant, or employee of Seller be considered as an employee of the District.

12. Hold Harmless: Seller shall fully indemnify, save and hold harmless the District, its officers, employees, and agents (hereafter "the indemnities") against any and all liability, damage, loss, claims, demands and actions of any nature whatsoever on account of personal injuries (including, without limitation on the foregoing, worker's compensation and death claims), or property loss or damage of any kind whatsoever, which arise out of or in any manner connected with, or are claimed to arise out of or be in any manner connection with, the performance of the BID and its awarded products/services. Seller shall, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demand and actions.

13. Assignment Delegation: No right or interest in this BID shall be assigned or delegation of any obligation made by Seller without the written approval of the District. No BID or its provisions may be assigned, sublet or transferred without the written consent of the District. The performance of this BID by Seller is of the essence of the BID and the District's right to withhold consent to such assignment or delegation by Seller shall wholly void and hold totally ineffective for all purposes unless made in conformity with this paragraph.

14. Waiver: No claim or right arising out of a breach of this BID can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

15. Modifications: The signed BID can be modified or rescinded only by a written request signed by both parties and their duly authorized agents.

16. Modification to Specifications: Any and all variances from the items specified must be submitted in writing to the Business Office in addition to detailed manufacturer's specifications ten (10) days prior to BID Opening.

17. Non-Resident Vendors: Non-resident vendors must include documentation of the non-resident vendor's state preference laws. This is the amount or percentage of preference states give to resident vendors from their own state when awarding Bids. If the local state does not have a non-resident vendor's preference law, please attach a letter stating such. Such non-resident preferences shall be treated in a reciprocal manner.

18. Applicable Law: This BID shall be governed by the Mississippi Code as enacted by legislature which is effective and in force on the date of this BID together with any other laws of the United States, The State of Mississippi, Ordinances of the County of Jackson, Mississippi and the City of Ocean Springs, Mississippi and the policies and procedures of the Ocean Springs School District.

19. Interpretation Evidence: The BID Documents are intended by the parties as the final expression of their agreement and are intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by codes, is used in this agreement, the definition contained in the code is to control.

20. E-Verify Program: Vendor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work with the State of Mississippi. As used herein, "status verification

system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Vendor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Vendor/Seller understands and agrees that any breach of these warranties may subject Vendor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Vendor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

21. Venue: Both parties agree that venue for any litigation arising from this BID shall lie in Jackson County, Mississippi.

22. Payments: No partial payments will be given for services/products until the job/order is complete.

23. Disbarment: Each Vendor will certify that: no federal or state suspension or debarment is in place, no criminal history of the firm/vendor or its employees exist, there is no collusion involved in presenting the BID or its components, the minimum insurance requirements are in place.

24. Federal Funds: This Bid may be funded in whole or in part with federal funding and could be subjected to applicable federal laws and regulations, all clauses required by federal statutes and Equal Opportunities and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200-Contract Provisions for Non-Federal Entity Contracts under Federal Awards, and any other provisions required by law or regulations.

25. SAM.gov Document: Any prospective vendor must be registered through the United States' System for Award Management (SAM) to do business with the federal government and must have a valid DUNS number.

26. Bid Protesting Policy: See OSSD Board of Trustee's policy DJEDD-Bid Protest Policy for details.

Ocean Springs School District Board Policy

Policy FGDB: Project Administration Contract Awards Procedure

Whenever the Ocean Springs School District contracts for janitorial, landscaping, vending services, lawn service transportation, construction or any other service, the Superintendent or his/her designee shall ensure the following:

The contracting entity shall provide the district with a list of all employees who may come into contact with students.

1. The contracting entity shall certify in writing that each employee who may come into contact with students has completed a criminal history background check and Child Abuse Registry check and that no disqualifying information has been located.
2. The contracting entity shall certify in writing that all employees who may come into contact with students have not been convicted of any crime of violence, serious felony, or any offense listed therein: possession or sale of drugs; murder, manslaughter, or armed robbery; rape, sexual battery, or sex offense as Listed in MS Code Section 45-31-3 (1); child abuse, arson, grand larceny, or burglary; or gratification of lust or aggravated assault. If any employee of a contractor has been having been determined to be guilty of a crime of violence, serious felony, or any offense as outlined above, the employee of the contractor shall be prohibited from entering district property in the presence of any student.
3. The contracting entity shall certify in writing that no employee has been determined to be a sex offender in the child abuse registry. Any employee identified in the child abuse registry shall be prohibited from entering district property.
4. General Contractors shall also assure that employees of sub-contractors have not been convicted of a crime of violence, serious felony, or any offense included in #3; and, shall further complete child abuse registry checks for employees of all sub-contractors.
5. In the event of an emergency or exceptional circumstance, such as where a student's health or safety is in jeopardy or when immediate repairs are needed to make a building safe for student, the Superintendent may relax the requirements of the policy for a period of time necessary to rectify the exceptional or emergency situation.
6. In situations involving employees of a contracting entity which have no contact with students, the Superintendent shall be authorized to relax the requirements of the policy.
7. The Superintendent may, in his/her discretion, also be authorized to decline enforcement of this policy with respect to vendors who deliver food, supplies, and soda and snack machine vendors.

In the letting of public contracts, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state, city, county, parish, nation or political subdivision having laws granting preference to local contractors shall be awarded Mississippi public contracts only on the same basis as the non-resident bidder's state, city, county, parish, nation or political subdivision awards contracts to Mississippi contractors bidding under similar circumstances. Resident contractors actually domiciled in Mississippi, be they corporate, individuals or partnerships, are to be granted preference over non-residents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state, city, county, parish, nation, or political subdivision of domicile of the non-resident. MS Code Section 31-7-47 (1995)

LEGAL REFERENCE: MS Code as cited ADOPTED: 01/13/2009
Ocean Springs School District Date Adopted: 1/13/2009

FGDB—E (1)

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the Board of Trustees for the Ocean Springs School District ("District") as follows:

That I am representative of _____ ("Contractor"), currently under contract with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that all of its employees, as well as, employees of subcontractors, who may come into contact with students during the term of the contract with the District have had a criminal background check completed, as well as, a child abuse registry check and none have been located on the child abuse registry nor have any employees been found guilty of any crime of violence, serious felony, or offense listed in the District's School Board Policy FGDB.

A complete and accurate list of Contractor's employees and of all of its Subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as Exhibit B.

The Contractor's employees and employees of the Subcontractors that were located on the child abuse registry or who were convicted of a crime of violence, serious felony, or offense listed in the District's School Board Policy FGDB are as follows:

- 1.
- 2.
- 3.
- 4.

Contractor acknowledges that he has reviewed School Board Policy FGDB of the Ocean Springs School District.

Contractor: _____ Dated: _____

By: _____

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME this the _____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires

Waste Disposal and Recycle Services Contract

This agreement is entered into between:

(Hereinafter referred
to as “Contractor”)

AND

Ocean Springs School District
Post Office Box 7002
Ocean Springs, MS 39566-7002

(Hereinafter referred
to as “Customer”)

For the following facilities:

(Hereinafter referred
to as “Location”)

Location	Address	Container Size	Pick-ups/ week
Oak Park Elementary	2230 Government St.	10 Yard	5
Alternative Education Center	2401 School Street	6 Yard	2
OS Upper Elementary	2320 Government St.	10 Yard	5
OS Upper Elementary	2320 Government St.	8 Yard	5
OS Upper Elementary	406 Holcomb Blvd	10 Yard	5
Pecan Park Elementary	504 Hanley Rd.	8 Yard	5
Magnolia Park Elementary	3500 Government St.	10 Yard	5
OS Middle School	3600 Hanshaw Rd.	10 Yard	5
OS Middle School	3600 Hanshaw Rd.	8 Yard	5
OS High School	6710 Old Spanish Trail Rd.	8 Yard x 4 Dumpsters	5
Operations Department	1005 Hanley Rd.	6 Yard	1
Greyhound Stadium	2732 Stadium Drive	8 Yard	1
OS Central Administration	2330 Government St.	8 Yard	2
Technology Dept.	400 Holcomb Blvd.	8 Yard	1

Location	Address	No. of Carts
Oak Park Elementary	2230 Government St	5
Alternative Education Center	2401 School St.	2
OS Upper Elementary	2320 Government St.	5
Pecan Park Elementary	504 Hanley Rd.	2
Magnolia Park Elementary	3500 Government St.	2
OS Middle School	3600 Hanshaw Rd.	4
OS High School	6710 Old Spanish Trail Rd.	10
Operations Dept.	1005 Hanley Rd.	2
Greyhound Stadium	2732 Stadium Dr.	2
Central Office	2330 Government St.	2
Technology	400 Holcomb Blvd.	5

IN CONSIDERATION of mutual benefits and covenants contained herein, Contractor and Customer agree as follows:

1. **Employment.** Customer hereby employs Contractor to provide waste disposal services to the above referenced locations.
2. **Scope of Work.** In consideration of the employment and compensation described herein, Contractor shall perform the following services as outlined above annually for the duration of the contract: Contractor agrees to supply all labor, equipment, and material necessary to perform such services. Customer or its agent shall notify Contractor of any change in the areas to be serviced and the date such change shall become effective, said notice to be in writing and received by the Contractor before the effective date of the change.
3. **Contractor Employees.** Contractor shall perform the following duties:
 - (a) Contractor shall use reasonable efforts to employ only persons skilled in the performance of waste disposal services;
 - (b) Contractor shall certify compliance with OSSD School Board Policy FGDB using form FGDB-E (1) (attached);
 - (c) Contractor shall be willing to work with police and submit employees to polygraph tests upon demand of the Ocean Springs School District if the police department feels that it may help in solving cases involving the Ocean Springs School District;
 - (d) Contractor shall furnish each employee with a form of identification showing the name of the employee and clearly showing that he is an employee of the Contractor;
 - (e) Contractor shall direct its employees to be neatly attired during the performance of the services hereunder;
 - (f) Contractor shall insure no smoking, interactions with students, foul language, yelling or fighting will be permitted on the Ocean Springs School District properties;
 - (g) Contractor shall comply with and inform its employees of safety and health requirements necessary to comply with the 1970 Williams-Steiger Occupational Safety and Health Act (OSHA);
 - (h) Contractor shall designate a supervisor who will be instructed to check the quality of services provided by Contractor employees in performing this Contract;

- (i) Contractor shall comply with the Immigration Reform and Control Act of 1986;
 - (j) Contractor shall furnish each employee with training required by AHERA (Asbestos Hazard Environmental Removal Act);
 - (k) Contractor must maintain a license to do business in the State of Mississippi;
 - (l) Contractor will be responsible for bodily injury and/or property damage caused as a result of services provided;
4. **Customer Inspection.** Labor, materials, and supplies furnished by Contractor shall be subject to inspection at any time by the Customer, his agent, or representative. Customer shall notify Contractor of any objections it has to the service performed within five (5) days after the date such services in question were performed. Contractor shall have the right to improve said services within (5) days from the date of the Customer's notice to conform with the Customer's desires as specified in said notice without being in default. Failure of the Customer to give notice in writing objecting to Contractor's performance hereunder shall constitute acceptance of Contractor's performance and Customer shall have no right to withhold payment of any amounts hereunder for the past failure to perform on the part of the Contractor. If notice is given and Contractor fails to perform, the Customer has right to withhold payment until such time as proper service is performed.
5. **Insurance.** Contractor shall maintain insurance of the following types and amounts:
- (a) Commercial General Liability - Combined Single Limit in an amount of \$1,000,000.00 per occurrence with \$2,000,000.00 aggregate;
 - (b) Commercial Auto Liability - Combined Single Limit in an amount of \$1,000,000.00;
Workers' Compensation and Employer's Liability Insurance;
 - (c) Workers' Compensation Limits: Statutory-State of Mississippi. Policy shall include a waiver of subrogation in favor of Ocean Springs School District. Employers' Liability: \$100,000.00 Each Accident; \$500,000.00 Disease Policy Limit; \$100,000.00 Disease Each Employee;
 - (d) The Ocean Springs School District shall be named as an additional insured on the General Liability Policy and Automobile Policy;
 - (e) Beginning on the start date of the contract and each year thereafter the Contractor must obtain a performance bond with a one-year term. The performance bond must continue to be in effect for one (1) year following the expiration of the one-year contract term and any extensions. Contractor must obtain and maintain the annual performance bond in a form approved by the Ocean Springs School District naming the district as obligee, securing the contractor's faithful performance of the terms and conditions of the contract. The annual performance bonds must comply with Mississippi state law. The district requests a performance bond in the amount of fifty percent (50%) of the total anticipated contract price.
 - (f) Proof of coverage must be placed on file with the school district by the Contractor and kept current throughout the term of this Contract.
6. **Customer Non-Interference.** The parties hereby mutually acknowledge that Contractor has a substantial investment in the training and preparation of its employees in order for the Contractor to fulfill its obligations hereunder.
- (a) Contractor must advise and discipline its employees for discussing employment matters with the Customer's personnel;
 - (b) During the term of the Contractor's employment and for a period of three (3) months following the termination thereof, Customer agrees not to employ for the purpose of performing waste

disposal services at the Locations, any employee of Contractor who performed services pursuant to this Contract;

- (c) Contractor shall waive the terms of the above items, in consideration of a mutually agreed fee paid to the Contractor for the employment of Management and/or Supervision staff.

7. **Liability for Loss.** Contractor shall be responsible for and shall indemnify and hold harmless Customer from and against any and all claims, demands, liabilities, or damages which may be suffered by, accrued against, charged to, or recoverable from the Customer by reason of the sole negligence or proven dishonesty of Contractor, its employees or agents in connection with the performance of the services hereunder.

8. **Miscellaneous.**

- (a) This contract shall be construed in accordance with the laws of the State of Mississippi.
- (b) This contract constitutes the entire agreement of the parties and all additions or changes hereto shall be in writing;
- (c) The continuing covenants of the parties contained in this contract shall survive the termination thereof;
- (d) By the signature below, the individual executing this Contract on behalf of the Customer has full power and authority to execute this Contract and thereby bind, jointly and severally, Customer (if other than owner of Location) and owner of Location to the terms of this Contract;
- (e) If any portion of this Contract be legally adjudicated invalid or unenforceable, the parties do hereby covenant and agree that such portion or portions are absolutely and completely severable for all other portions of this Contract, and such other provisions shall constitute the agreement of the parties.

9. **Terms of Service.** The terms of this Contract shall commence July 1, 2023 and shall continue until June 30, 2024. The Customer and the Contractor may mutually agree on or before June 30, 2024 to extend the terms of the contract for a period of four (4) successive years, subject to the approval of the Board of Trustees on an annual basis. In the event the Contract is extended, the terms set forth herein shall remain in full force and effect unless modified in writing by both parties. That Customer may terminate this Contract by providing the Contractor with sixty (60) days advanced notice of the intent to terminate. That Contractor may terminate this Contract by providing Customer with ninety (90) days advanced notice of the intent to quit; That upon serving written notice to the other party, the party desiring to terminate the Contract shall comply with all terms set forth herein until the expiration of the period set forth above.

10. **Work Hours.** Contractor shall schedule its services so as to conform with the reasonable requirements of the Locations and Contractor shall use reasonable efforts not to interfere with the normal routine of the Location's tenants.

11. **Compensation.** Throughout the term of this Contract, Customer shall pay to the Contractor as follows:
- A. The sum of \$ _____ per month for waste removal services:
 - B. The sum of \$ _____ per month for recycling services:
 - C. The sum of \$ _____ for construction container drop off:
 - D. The sum of \$ _____ for construction container pick up:

- E. The sum of \$ _____ for extra dumpster charge (6 yard\$ _____) and/or (yard \$ _____):
F. The sum of \$ _____ for extra pick up charge (6 yard\$ _____) and/or (yard \$ _____); and,

Extra labor and equipment use must be specifically authorized by the Superintendent, Director of Operations, or Chief Financial Officer. All above are based on specifications in accordance with the following terms:

- (a) Payment will be made no later than forty-five (45) days after the month that the contract begins assuming:
 - (1) There are no unresolved problems with the service as outlined in Section 4;
 - (2) There is a duplicate copy of a bill for the appropriate amount presented to the Ocean Springs School District Business Office no later than five (5) days after the end of the service month;
 - (3) There are no additional charges on the bill that were not specifically approved by the Superintendent, Director of Operations, or the Chief Financial Officer;
 - (4) There are no liability and/or insurance problems with required coverages and limits.
 - (b) Customer acknowledges that Contractor's compensation is based on Contractor not working these days: Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, Independence Day, Thanksgiving Day, Thanksgiving Friday, Labor Day, two (2) days at Mardi Gras, and Good Friday. Additionally, Contractor shall reduce pick-ups to one (1) time per week during Spring Break and Christmas Break.
12. This Contract may not be assigned or transferred without the prior written consent of both parties.
13. It is the sole responsibility of the Contractor to obtain all necessary licenses and permits required by Federal, State, County, and Local regulations and ordinances.
14. In the event that the Contractor shall file bankruptcy, the Customer should be entitled to terminate the contract upon providing five (5) days written notice to the Contractor.

IN WITNESS THEREOF, this contract has been executed on the dates listed under the signatures of the parties below and shall become binding when the fully executed contract is received by Contractor.

Contractor

Ocean Springs School District

Date: _____

Date: _____

Ocean Springs School District Board Policy
Policy FGDB: Project Administration Contract Awards Procedure

Whenever the Ocean Springs School District contracts for janitorial, landscaping, vending services, lawn service transportation, construction or any other service, the Superintendent or his/her designee shall ensure the following:

The contracting entity shall provide the district with a list of all employees who may come into contact with students.

1. The contracting entity shall certify in writing that each employee who may come into contact with students has completed a criminal history background check and Child Abuse Registry check and that no disqualifying information has been located.
2. The contracting entity shall certify in writing that all employees who may come into contact with students have not been convicted of any crime of violence, serious felony, or any offense listed therein: possession or sale of drugs; murder, manslaughter, or armed robbery; rape, sexual battery, or sex offense as Listed in MS Code Section 45-31-3 (1); child abuse, arson, grand larceny, or burglary; or gratification of lust or aggravated assault. If any employee of a contractor has been having been determined to be guilty of a crime of violence, serious felony, or any offense as outlined above, the employee of the contractor shall be prohibited from entering district property in the presence of any student.
3. The contracting entity shall certify in writing that no employee has been determined to be a sex offender in the child abuse registry. Any employee identified in the child abuse registry shall be prohibited from entering district property.
4. General Contractors shall also assure that employees of sub-contractors have not been convicted of a crime of violence, serious felony, or any offense included in #3; and, shall further complete child abuse registry checks for employees of all sub-contractors.
5. In the event of an emergency or exceptional circumstance, such as where a student's health or safety is in jeopardy or when immediate repairs are needed to make a building safe for student, the Superintendent may relax the requirements of the policy for a period of time necessary to rectify the exceptional or emergency situation.
6. In situations involving employees of a contracting entity which have no contact with students, the Superintendent shall be authorized to relax the requirements of the policy.
7. The Superintendent may, in his/her discretion, also be authorized to decline enforcement of this policy with respect to vendors who deliver food, supplies, and soda and snack machine vendors.

In the letting of public contracts, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state, city, county, parish, nation or political subdivision having laws granting preference to local contractors shall be awarded Mississippi public contracts only on the same basis as the non-resident bidder's state, city, county, parish, nation or political subdivision awards contracts to Mississippi contractors bidding under similar circumstances. Resident contractors actually domiciled in Mississippi, be they corporate, individuals or partnerships, are to be granted preference over non-residents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state, city, county, parish, nation, or political subdivision of domicile of the non-resident. MS Code Section 31-7-47 (1995)

LEGAL REFERENCE: MS Code as cited ADOPTED: 01/13/2009
Ocean Springs School District Date Adopted: 1/13/2009

FGDB—E (1)

**Ocean Springs School District
Waste Disposal Services Proposal - Assurances**

Please initial each item listed below. If an item is not signed, it will be noted that the Contractor does not accept that item. These items will be considered as part of the proposal package.

1. _____ Contractor acknowledges receipt of Contract language, Background Investigation Certification, and Scope of Work and OSSD Terms and Conditions.
2. _____ Contractor acknowledges receipt of OSSD policy FGDB and FGDB-E1.
3. _____ Contractor agrees to complete and submit FGDB-E1 on their employees if awarded the contract
4. _____ Contractor acknowledges receipt and has reviewed any addendums or Q&A, if issued at www.ossdms.org or www.centrauctionhouse.com in regard to this RFP.

**Ocean Springs School District
Proposal Response Form "A" Waste Disposal**

Location	Address	Dumpster Size	Cost
Oak Park Elementary	2230 Government St.	10 Yard	
Alternative Education Center	2401 School Street	6 Yard	
OS Upper Elementary	2320 Government St.	10 Yard	
OS Upper Elementary	2320 Government St.	8 Yard	
OS Upper Elementary	406 Holcomb Blvd	10 Yard	
Pecan Park Elementary	504 Hanley Rd.	8 Yard	
Magnolia Park Elementary	3500 Government St.	10 Yard	
OS Middle School	3600 Hanshaw Rd.	10 Yard	
OS Middle School	3600 Hanshaw Rd.	8 Yard	
OS High School	6710 Old Spanish Trail Rd.	8 Yard x 4 Dumpsters	
Operations Department	1005 Hanley Rd.	6 Yard	
Greyhound Stadium	2732 Stadium Drive	8 Yard	
OS Central Administration	2330 Government St.	8 Yard	
Technology Dept.	400 Holcomb Blvd.	8 Yard	

Total Cost: _____

Proposal Submitted By: _____

Name of Company: _____

Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____

Email Address: _____

Signature of Authorized Representative:

Date: _____

Recycling Services Proposal - Assurances

Please initial each item listed below. If an item is not signed, it will be noted that the Contractor does not accept that item. These items will be considered as part of the proposal package.

1. _____ Contractor acknowledges receipt of Contract language, Background Investigation Certification, Scope of Work and OSSD Terms and Conditions.
2. _____ Contractor acknowledges receipt of OSSD policy FGDB and FGDB-E1.
3. _____ Contractor agrees to complete and submit FGDB-E1 on their employees if awarded the contract
4. _____ Contractor acknowledges receipt and has reviewed any addendums or Q&A, if issued at www.ossdms.org or www.centrauctionhouse.com in regard to this RFP.

Proposal Response Form “B” Recycling Services

Location	Address	No. of Carts	Cost
Oak Park Elementary	2230 Government St	5	
Alternative Education Center	2401 School St.	2	
OS Upper Elementary	2320 Government St.	5	
Pecan Park Elementary	504 Hanley Rd.	2	
Magnolia Park Elementary	3500 Government St.	2	
OS Middle School	3600 Hanshaw Rd.	4	
OS High School	6710 Old Spanish Trail Rd.	10	
Operations Dept.	1005 Hanley Rd.	2	
Greyhound Stadium	2732 Stadium Dr.	2	
Central Office	2330 Government St.	2	
Technology	400 Holcomb Blvd.	5	

Cost to provide recycling services per week: \$ _____

Cost to provide recycling services per month: \$ _____

Proposal Submitted By: _____

Name of Company: _____

Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____

Email Address: _____

Signature of Authorized Representative:

Date: _____