

**CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS  
REQUEST FOR PROPOSALS (“RFP”)  
CITY OF MADISON, MISSISSIPPI**

**CONTRACT FOR PROFESSIONAL LIMB, VEGETATION,  
AND ORGANIC DEBRIS REMOVAL SERVICES**



**ADVERTISEMENT  
REQUEST FOR PROPOSALS (“RFP”)  
CITY OF MADISON, MISSISSIPPI  
CONTRACT FOR PROFESSIONAL LIMB, VEGETATION  
AND ORGANIC DEBRIS REMOVAL SERVICES**

The City of Madison, Mississippi (the “City”) is soliciting sealed written proposals to furnish all labor, materials, work and services for the Collection and Disposal of Limbs, Vegetation and Organic Debris within the current incorporated limits of the City.

Sealed proposals will be received by the City of Madison, Mississippi, until 9:30 a.m. local time, Monday, June 6, 2022, in person at the Denson Robinson Public Works Complex, 1239 Highway 51, Madison, Mississippi 39110. Proposals may also be submitted by mail to the attention of Jackie Brown, Deputy Clerk, Post Office Box 40, Madison, Mississippi 39130 or through Central Bidding at [www.centralbidding.com](http://www.centralbidding.com). For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

All proposals must be marked on the exterior “Collection and Disposal of Limb, Vegetation and Organic Debris” as specified in the contract documents. Proposals will be opened and read aloud at 10:00 a.m. local time, Monday, June 6, 2022.

A Pre-Bid Conference to answer any and all questions will be held at 10:00 a.m. local time, Wednesday, May 25, 2022 at City Hall, 1004 Madison Avenue, Madison, Mississippi 39110.

**Specifications, proposal forms and city maps are on file and open to public inspection in the office of the Director of Public Works, 1239 Highway 51, Madison, Mississippi 39110 (601-856-8958).**

Proposals shall be typewritten or printed in ink and only on the forms provided. Proposals must be submitted in a sealed envelope. The person signing the proposal shall initial all corrections or erasures. Each entity or person submitting a proposal pursuant to this RFP shall be referred to as a “Proposer” or “Respondent”. A proposal may not be modified, withdrawn or canceled by the Proposer for a period of sixty (60) days following the date and time designated for receipt of proposals.

It is understood that the City reserves the right to reject any and all proposals, and to waive informalities in proposals, and to select the proposal or proposals that, in the opinion of the City shall be the most qualified proposal, on the basis of price, financial responsibility, technology, legal responsibilities and other relevant factors. The City reserves the right to award an overall contract based upon all proposals submitted. In accordance with the Act, after selection of the most qualified proposal or proposals, the City may negotiate and enter contracts; such contracts may not necessarily be limited to the terms of the proposals submitted. If the City deems none of the proposals to be qualified or otherwise acceptable, the request for proposal process may be reinitiated. All information submitted in response to this Request for Proposals will be considered public information after all proposals are opened.

No telephonic, telegraphic or facsimile proposals will be accepted. Proposals received after the date and time listed for receipt will be returned unopened to the Proposer.

Proposals must be clearly identified as such on the front of the sealed envelope in which the proposal is submitted, and the words “Proposal for Collection and Disposal of Limbs, Vegetation and Organic Debris” should be clearly written on the front of the envelope. Responsibility for timely submittal lies solely with the Proposer. Proposals submitted after the designated date and time will not be opened or considered.

Should any Proposer find any discrepancies, or omissions from the Specifications or in any other proposed contract documents, or should the Proposer be in doubt as to their meaning, the Proposer should at once notify and obtain an interpretation or clarification from the Director of Public Works.

Every request for an interpretation and/or clarification, whether relating to Specifications or Requirements, shall be made in writing and addressed to the Director of Public Works. Written questions may be submitted via hand-delivery, U.S. Mail, 1239 US Highway 51, Madison, MS 39110 or by email to [DSelby@madisonthecity.com](mailto:DSelby@madisonthecity.com). The deadline for asking interpretations, clarifications or questions shall be 10:00 a.m. local time on Tuesday, May 24, 2022. All responses to such will be given to the Proposers in writing no later than 10:00 a.m. local time on Wednesday, May 25, 2022. Any interpretation or clarification given in accordance with such request and pursuant to the provision shall be made only by the Director of Public Works, with the advice of the Board of Aldermen and City Attorney, and shall be in writing, with copies forwarded to all parties requesting proposal specifications. No oral interpretation, instruction or information given by any employee or agent of the City shall be binding. The City reserves the right to officially modify or cancel this RFP after issuance. Such modifications shall be made only by written addendum furnished by the Director of Public Works, and acknowledgement of which must be submitted with the Respondent's proposal. The Director of Public Works may be contacted as follows:

Dexter Shelby, Director of Public Works  
1239 US Highway 51  
Madison, Mississippi 39110  
[DSelby@MadisontheCity.com](mailto:DSelby@MadisontheCity.com)

Before submitting any proposal, the Proposer should (a) inspect the area of the proposed work within the incorporated limits of the City for Services, and (b) arrive at a clear understanding of the conditions under which the Services are to be provided.

A Proposal/Bid Security in the form of certified or cashier's check or bid bond by a corporate surety licensed to do business in Mississippi and acceptable to the City, in a sum of \$25,000.00 shall be required to be submitted with the Proposal. The bonds required must be accompanied by a certificate of the surety certifying that the Agent who executed the bond was authorized to bind the surety company as of the date of the bond and qualified to do business in the State of Mississippi

Respondents should submit one (1) original proposal. The original must be clearly marked and must contain the original signatures on all proposal forms. All proposal forms must be submitted in a sealed envelope, addressed in conformance with the requirements previously described herein.

CITY OF MADISON

By: Susan B. Crandall

Title: City Clerk

**PUBLICATION DATES:**

**Thursday, May 12, 2022 and Thursday, May 19, 2022**

## **INTRODUCTION**

### **I. Purpose**

The City of Madison, Mississippi (the “City”) is soliciting sealed written proposals to furnish all labor, materials, work and services for the Collection and Disposal of Limbs, Vegetation and Organic Debris within the current incorporated limits of the City. Contractor shall cover the entire City on a weekly basis. Experience in providing the service is preferred, but all responsive submissions will be given consideration. The selected Individual/Company shall, with advice from the City’s Public Works Department, coordinate and manage the collection schedule.

### **II. Guidelines**

All proposals must be submitted in writing. Responders shall strive to complete the requested information in as close to the format and structure provided, but may also provide additional information to assist the City in review of the Responder’s Qualifications.

Any clarification desired regarding this proposal must be submitted in writing no later than Tuesday, May 24, 2022. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective proposer concerning a solicitation will be furnished to all prospective proposers. Requests for clarification and inspections of the property may be made by contacting:

Dexter Shelby, Director of Public Works  
1239 U.S. Highway 51  
Madison, Mississippi 39110  
[dshelby@madisonthecity.com](mailto:dshelby@madisonthecity.com) (with copy to [cbrannon@madisonthecity.com](mailto:cbrannon@madisonthecity.com))  
(601) 856-8958

Award of an Agreement for Services resulting from this RFP shall be based on the most responsive Individual or Company who presents the offer most advantageous to the City. The City of Madison reserves the right to reject any and all proposals or to waive any informality. The City of Madison is an equal opportunity employer.

## **VENDOR SUBMISSION**

### **Contact Information**

Please provide the following information:

Individual/Company Name	
Authorized Representative	
Address (Primary Office)	
Address (Other Office(s))	
Phone Number(s)	
Facsimile Number	
Email	
Website (if available)	

### **Qualifications**

1. Provide a brief description of the Individual/Company history.
2. Describe the range of services you or your Company provides for clients. Identify any particular areas you consider to be areas of special emphasis or expertise.
3. Describe any experience you or your Company has with managing limb and debris removal.
4. Describe any work you or your Company has done for or adverse to our City.
5. Describe the proposed equipment and staff to be dedicated to the provision of services under this Agreement.

### **Proposal Terms**

The City seeks a proposal that, if accepted, will result in an Agreement for the removal and disposal of limbs, vegetation and organic debris for all residential properties throughout the City.

## **References**

1. Provide a list of representative clients, specifying any client who has received similar services from your company.
2. Identify at least three references we may contract regarding the Individual or Company's integrity, quality of work, quality of service, cost-consciousness, and overall performance.

## **Other Information**

Individual/Company may provide any other information not specifically requested that may aid the City in the review of the submission.

## **PROPOSAL EVALUATION AND SELECTION**

The City will evaluate all proposals. Individuals/Companies may be asked to provide additional information and may be asked to meet with members of the committee for interviews. The references provided by the Individual/Company will be contacted.

## **Scoring Criteria**

Proposals shall be evaluated on the following scoring criteria:

- |   |           |
|---|-----------|
| 1. Vendor Experience                    | 20 Points |
| 2. Quality & Responsiveness of Proposal | 20 Points |
| 3. Pricing/Cost                         | 50 Points |
| 4. Individual/Company Location          | 10 Points |

All proposals prepared in response to this request are the sole expense of the proposing company. Any submission received after the specified date and time shall be returned, unopened.

**PROPOSED FORM OF AGREEMENT**

STATE OF MISSISSIPPI  
COUNTY OF MADISON  
CITY OF MADISON

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT FOR PROFESSIONAL SERVICES** entered into and executed in Madison, Mississippi on the day and year hereinafter set forth by and between the **CITY OF MADISON, MISSISSIPPI** (herein the “**City**”) and **CONTRACTOR** (hereinafter “**Contractor**”) for the purposes and according to the terms, covenants and conditions hereinafter set forth, to-wit:

**WITNESSETH THAT:**

**WHEREAS**, the City of Madison, Mississippi, is a municipal corporation organized and existing according to the laws of the State of Mississippi, and it is governed by its Mayor and Board of Aldermen (“Governing Authority”); and

**WHEREAS**, **CONTRACTOR**, is a corporation, organized and existing under the laws of the State of Mississippi, with principal place of business at \_\_\_\_\_; and

**WHEREAS**, the City desires to enter into a Professional Services Agreement (hereinafter “Contract” or “Agreement”) with **CONTRACTOR** for the purpose of providing the City professional limb, vegetation and organic debris removal services, as specified herein; and

**NOW THEREFORE**, for good and valuable consideration as herein provided, Contractor agrees to perform professional services for the City of Madison, Mississippi, according to the following terms and conditions, to-wit:

1. **Overview of Services.** Under the terms of this Agreement, Contractor will provide debris removal services throughout the City, to include removal of all limbs, vegetation and other organic debris. Contractor shall collect debris throughout the entire City each week. Contractor is only responsible for removing debris placed at the edge of the street or yard or entrance to the subdivision. Contractor is not required to collect debris from professional tree and landscape removal.

Any modification of these requirements, to include without limitation, weekly collection, must first be approved and authorized by the City, through the Mayor or her designee.

2. **Term of Service.** The term of this Agreement shall be for one (1) year, commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_. Contract may be renewed for two additional one-year terms on Agreement of both Parties.
3. **Compensation.** Contractor will be compensated for its services at a total annual cost of \_\_\_\_\_), payable in monthly installments of \_\_\_\_\_. Contractor shall provide the City an invoice for each payment period. If payment is not received within forty-five (45) days from the date the invoice is received by the City, Contractor reserves the right to suspend its

professional services until satisfactory payment arrangements are made. If the Agreement is terminated before the end of the term of the Agreement, the City shall only owe to the Contractor any outstanding compensation for the services received prior to the termination or cancellation of the Agreement.

4. **Relationship of Parties.** (a) CONTRACTOR certifies that it is experienced and qualified and able to perform any and all services that are accepted and included under this Agreement, and agrees to notify City immediately if it is no longer capable of performing its obligations under this Agreement, which shall be grounds for cancellation of this Agreement and of any further obligations for payment of unearned fees by the City hereunder. (b) This is a professional services contract in which the Contractor shall be an independent contractor with the City and not an employee of the City.

Nothing contained in this Agreement shall be deemed or construed by the Parties hereto, or by any third party to create the relationship of principal and agent, or of a partnership or joint venture. It being further expressly understood and agreed that all persons employed by the Contractor in the performance of this Agreement shall perform under the control and direction of the Contractor and shall under no circumstances be considered agents, employees, or officials of the City.

5. **Insurance.** Contractor shall maintain workers' compensation insurance and/or employee's liability insurance, to the extent that it is required by law, and any and all other insurance that it deems advisable or necessary for its property, employees, business, activities and any liabilities.
6. **Termination.** (a) *for convenience:* Either party may terminate this Contract at any time for its own convenience by thirty (30) days written notice to the other party. (b) *for default:* Breach or failure to perform any provision of this Agreement shall be an "event of default." If either party fails to cure any default within fifteen (15) days from receipt of written notice of an event of default, then this Agreement may be terminated immediately for default by written notice to the party in default and in such event, either party may assert any remedies at law or in equity that it deems to be entitled for breach of contract.
7. **Waiver.** Failure to enforce any provision of this Agreement in which an event of default has occurred shall not constitute a waiver of rights to subsequently enforce this Agreement and each provision hereof.
8. **Limitation of Liability.** Contractor and its agents, servants, employees, and representatives agree to indemnify and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, including, but not limited to, any and all indirect, special, incidental, punitive or consequential damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including, without limitation, attorney's fees, which in any way arises out of or relate to the negligent acts or omissions or commission of, or attributed to Contractor and/or its agents, servants, employees, officials, visitors, invitees, and/or guests. Only to the extent that the City is authorized by the laws of the State of Mississippi and without waiving any constitutional, statutory, or common law defenses, immunities, or exemptions from liability, including, but not limited to, those set forth in *Miss. Code Ann. §11-46-9(1)*, as amended, the City agrees to defend, indemnify, and hold harmless Contractor with respect to or from and against claims, demands, causes of actions,



lawsuits, judgments, and orders arising out of or as a result of negligent acts or omissions of the City.

9. **Assignment.** Neither this Agreement, nor any right or obligation hereunder may be assigned or transferred in whole or in part by either the City or the Contractor without prior written consent of the other party. No attempt to assign or transfer the Agreement in violation of this provision shall be valid or binding.
10. **Severance/Entire Contract.** If any part, clause or provision of this Agreement is adjudicated to be legally unenforceable, or becomes or is subsequently found to be unenforceable because of any law, government regulation, or decision of a court of competent jurisdiction, it shall be severed herefrom, and the remainder of this Agreement shall continue in full force and effect. The Captions/Titles have no affect or meaning other than as headings to identify the paragraphs.
11. **Venue and Jurisdiction.** Any claim or action brought by either party related to this Agreement shall be brought in a court of competent jurisdiction in Madison County. This Agreement shall be governed by the laws of the State of Mississippi and Mississippi law shall apply to the construction or enforcement of all provisions of this Agreement and to any action which may be brought pursuant thereto. Any right or remedy under this Agreement is cumulative, not exclusive, and is in addition to any other rights or remedies either provided in this Agreement or otherwise available at law or in equity. Failure to exercise or delay in exercising any rights shall not constitute a waiver in whole or in part of any such rights.
12. **Notices.** Official notice to Contractor shall be sent to \_\_\_\_\_, unless a change of address is provided to the City in writing. Official notice to the City shall be to the Mayor, City of Madison, Post Office Box 40, Madison, Mississippi 39130. All official notices shall be in writing and served by U.S. Mail or hand delivered to the addresses provided in this section.
13. **Amendment.** Any Amendment to this Agreement shall be in writing and require official approval by the Governing Authority and be signed by the Mayor and the Contractor prior to the performance of any services under the Amendment.

**WITNESS OUR SIGNATURES** as duly authorized and voluntarily signed on the day and year hereinafter stated.

**CITY OF MADISON, MISSISSIPPI**

**CONTRACTOR**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_