

**ADVERTISEMENT
FOR THE USE AND BENEFIT OF
NESHOPA COUNTY, MISSISSIPPI**

The NESHOPA COUNTY BOARD OF SUPERVISORS will receive competitive sealed bids or electronic bids and proposals in the Office of the Chancery Clerk for the Board of Supervisors of Neshoba County, Mississippi at the Neshoba County Courthouse, 401 Beacon Street, Suite 107, Philadelphia, Mississippi 39350 until 11:00 AM on the 1st day of October 2018 for the purposes of acquiring the following equipment, services and contracts:

1. Weekly residential and small commercial garbage collection and disposal for the unincorporated areas of Neshoba County; or,
2. Weekly residential and small commercial garbage collection and disposal for the unincorporated areas of Neshoba County with the selected contractor providing each residence and small commercial generator one (1) eighty-five (85) to one hundred (100) gallon garbage cart; and/or,
3. Household and Small Commercial Solid Waste Disposal privileges chargeable to Neshoba County on a per ton basis; and/or,
4. Management and disposal of garbage and solid waste collected at the waste disposal convenience center at the Neshoba County Unit Facility Building; and/or,
5. Management and disposal of acceptable solid waste rubbish collected at Neshoba County's Class I Solid Waste Landfill.

Detailed specifications for the above described equipment, services, contracts and bid forms may be obtained from the Neshoba County Board of Supervisors Office at the Neshoba County Courthouse, 401 Beacon Street, Suite 201, Philadelphia, Mississippi 39350 or by calling 601-656-6281 or on our web site at www.neshobacounty.net. Neshoba County, Mississippi will determine if compliance with the specifications exist before accepting any bid.

INSTRUCTIONS TO BIDDERS

All proposals submitted shall include responses on Neshoba County Bid Forms, submitted electronically via Neshoba County's secure bidding site at www.neshobacounty.net/bids or be placed in a sealed envelope marked "Proposal for Solid Waste Collection 2018" and be filed with the Neshoba County Board of

Supervisors C/O Chancery Clerk Guy Nowell, 401 Beacon Street, Suite 107, Philadelphia, Mississippi 39350. All bidders must obtain the detailed specifications for this solicitation. All bidders must make a site visit to both the Neshoba County Class I Solid Waste Rubbish Landfill and the Neshoba County Unit Facility Convenience Center if submitting bids in response to those services and contracts.

It shall be incumbent upon each bidder to understand the specifications as provided in the bid package and to obtain clarification when necessary. It is not the intent of the specifications to limit bidding to any particular make or manufacturer of equipment or provider of services, but rather to select such equipment, services and contracts to full specific needs and specific solid waste disposal tasks. Any reference to name-brand materials or equipment is intended to establish standards only and bids submitted on materials or equipment equal thereto shall be considered.

Bidders may submit detailed proposals and bids for one, some or all of the proposed contracts sought under this solicitation.

Published by Order of the Board of Supervisors of Neshoba County, Mississippi on the 4th day of September 2018.

/s/Guy Nowell
GUY NOWELL, CLERK
BOARD OF SUPERVISORS
NESHOBA COUNTY, MISSISSIPPI

Publication Dates: September 12, 2018 and September 19, 2018

Request for Proposals (RFP)
Contracts for Solid Waste Disposal Services
for
Neshoba County, Mississippi
Neshoba County Board of Supervisors

September 4, 2018

Proposals Due
October 1, 2018 – 11:00 AM CST

NESHOPA COUNTY, MISSISSIPPI
REQUEST FOR PROPOSALS
FOR
SOLID WASTE COLLECTION AND DISPOSAL SERVICES

The purpose of this advertisement is to solicit electronic or sealed bids and proposals to provide for the services described below to the unincorporated areas of Neshoba County, Mississippi at the best value to the county residents served. Competitive bids and proposals will be received by Neshoba County until October 1, 2018 at 11:00 AM for the following equipment, services and contracts:

1. Weekly residential and small commercial garbage collection and disposal for the unincorporated areas of Neshoba County; or,
2. Weekly residential and small commercial garbage collection and disposal for the unincorporated areas of Neshoba County with the selected contractor providing each residence and small commercial generator one (1) eighty-five (85) to one hundred (100) gallon garbage cart; and/or,
3. Household and Small Commercial Solid Waste Disposal privileges chargeable to Neshoba County on a per ton basis; and/or,
4. Management and disposal of garbage and solid waste collected at the waste disposal convenience center at the Neshoba County Unit Facility Building; and/or,
5. Management and disposal of acceptable solid waste rubbish collected at Neshoba County's Class I Solid Waste Landfill.

Proposals must be made in accordance with the advertisement, specifications and instructions herein. Copies of the proposal bid forms are attached hereto and must be used in submitting a proposal and bid for any or all of the services, equipment and contracts herein solicited.

Any award made under this solicitation will be awarded through Contract negotiated and approved by the Board of Supervisors of Neshoba County. Only through approval and adoption of the contract documents will provide acceptance of the services and equipment sought above. The County reserves the right to reject any and/or all bids and to make an award in any manner, consistent with the laws of the State of Mississippi and deemed in the best interest of Neshoba County.

It should be expressly noted that just because the Board of Supervisors of Neshoba County is advertising for proposals for these services, there is no obligation in any way to accept any services advertised as it may be deemed to be in the best interest of Neshoba County to continue the existing services provided currently. Any cost in preparing a proposal in this regard is at the sole cost of the proposing vendor and will not be reimbursed by Neshoba County.

SECTION I: INSTRUCTIONS ON ALL PROPOSALS

1. Receipt of Proposals

Neshoba County, Mississippi (the County) invites and will receive proposals on the forms incorporated herein for each specific service or contract, with all information requested on each form appropriately completed. Proposals will be accepted electronically on Neshoba County's secure online bid system at www.neshobacounty.net/bids or via sealed bid in the Office of the Chancery Clerk, 401 Beacon Street, Suite 201, Philadelphia, Mississippi 39350 until October 1, 2018 at 11:00 AM and thereafter publicly opened and read aloud.

Envelopes containing bids must be sealed and appropriately marked with "Proposal for Solid Waste Collection 2018." The outside of the envelope must bear the name and address of the bidder.

The decision as to which bid or bids are the best and lowest will be determined by the Neshoba County Board of Supervisors. Inappropriate contact or proposals shall not be made to any individual supervisor or any employee of Neshoba County – doing such will automatically disqualify the bid of such person or entity making the inappropriate contact or proposal.

Questions in regard to the specifications herein are invited for clarification if necessary. While it is the County's intent to clearly explain the services solicited through this bid package it is acknowledged that questions may arise that need clarification. Questions should be submitted electronically via email to County Administrator Jeff Mayo at jmayo@neshobacounty.net and Road Manager Eddie Posey at eposey@neshobacounty.net.

If necessary, addenda, corrections or necessary changes to specifications will be issued in regard to this specification via the Neshoba County website at www.neshobacounty.net. Proposing vendors are encouraged to check for any addenda

before submission of their bid to ensure compliance. Addenda will not be issued within 48 hours of the bid or after 11:00 AM on September 27, 2018.

2. Preparation of the Proposal

All proposals shall include and be made on the incorporated bid proposal forms and shall give the amount of bid in dollars and cents figures for the services and equipment solicited and must be signed by the bidder seeking to deliver such services and equipment. These bid forms are utilized to provide a uniform approach to receipt of the bids obtained. All information solicited on said bid forms must be answered and typewritten or submitted in ink. The bid must be signed in ink if typewritten. Bids submitted electronically must include a scanned copy of the signed bid or if completed totally electronically include an electronic signature or understand that upon submission of the bid via Neshoba County's bid system it is accepted electronically as binding the proposing vendor to the terms, conditions and prices proposed. All information submitted shall be legible any alterations made shall be entered to ensure that any confusion is removed as to what is being bid and in what amount.

The County may consider as irregular any Proposal not prepared and submitted in accordance with the provisions herein and may reject any and all such proposals.

Any proposal submitted may be withdrawn by written request prior to the scheduled bid opening time. Any proposal received after the time and date specified herein shall not be considered.

3. Definitions

For the purpose of this RFP the following words and terms shall have the meaning shown. When inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

3.01 Bags – Bags means standard size plastic sacks designed to store household garbage with sufficient wall strength to maintain the physical integrity of the bag when lifted by the top. Bags shall be tied and the total weight of a bag and its contents shall not exceed 35 pounds.

3.02 Bulky Waste – Stoves, refrigerators, water tanks/heaters, washing machines, furniture and other similar discarded items.

- 3.03 Garbage Carts – An eighty-five (85) to one hundred (100) gallon roll-out (with wheels) container provided by the contractor at each residential and small commercial unit. All carts shall remain property of the contractor. The contractor will be responsible for repairing or replacing damaged garbage carts. The contractor is responsible for delivering garbage carts to customers within five (5) days after notification of the need for such garbage cart. The garbage cart provided by the contractor throughout the unincorporated areas of Neshoba County shall be uniform in size and color.
- 3.04 Contractor – The company chosen by the County and awarded a contract to be the sole collector of residential and small commercial business solid waste in the unincorporated areas of Neshoba County, Mississippi.
- 3.05 Commercial Solid Waste – All garbage generated by a producer at a small commercial business or unit.
- 3.06 Construction Debris – Waste building materials resulting from construction, remodeling, repair or demolition operations.
- 3.07 Contract Documents – The Request for Proposals, Instruction to Bidders, Contractor’s Proposal, General Specifications, the Contract Performance Bond, and any Addenda or changes to the foregoing documents and the Contract agreed to by the County and the Contractor.
- 3.08 Contract Year – The Contract Year is from October 1st through September 30th the following year with subsequent contract years being the next three hundred sixty-five (365) days, for the remaining term of the contract. The initial contract year shall be from award of the contract through the next September 30th regardless of the amount of time.
- 3.09 Convenience Center – The disposal facility at the Neshoba County Unit Facility Building which allows for the collection and disposal of acceptable solid waste from elevation into a garbage trailer and/or bin and/or other receptacle which is later disposed of at a disposal site.
- 3.10 Dead Animals – Animals or portions thereof equal to or greater than 10 pounds in weight that has expired or is dead from any cause, except those slaughtered or killed for human use or consumption.
- 3.11 Disposal Delivery Service – The contractor shall transport all residential and small commercial garbage to the disposal facility.

- 3.12 Disposal Site – The contractor shall deliver all solid waste collected for and under the terms of this contract to a landfill disposal facility approved by the Mississippi Department of Environmental Quality.
- 3.13 Garbage – Any household solid waste material resulting from the operation of any residential or small commercial unit except (in all cases) any bulk waste, construction debris, dead animals, hazardous waste, rubbish, stable matter and prohibited waste.
- 3.14 Hazardous Waste – Any amount of waste which is defined, characterized or designated as hazardous by the United State Environmental Protection Agency or appropriate Mississippi state agency by or pursuant to federal or state law or regulation. For purposes of this contract, the term Hazardous Waste shall also include motor oil, batteries, gasoline, paint cans and any container containing household or commercial chemicals.
- 3.15 Producer – An occupant of a residential unit or small commercial unit.
- 3.16 Prohibited Waste – All items described in Definition 3.14, rubber tires, batteries, or any item not mentioned in Definition 3.13 prohibited for residential and small commercial unit collection and disposal.
- 3.17 Residential Solid Waste – All garbage which is placed in bags or in the supplied garbage carts and said bags placed adjacent to the cart and is generated by a producer at a residential or small commercial unit.
- 3.18 Residential Unit – A single or multi-family dwelling within the unincorporated areas of Neshoba County.
- 3.19 Rubbish – All yard waste, waste wood, wood products, tree trimmings, dead plants, weeds, leaves, dead trees or branches thereof, chips, sawdust, straw, combustible waste pulp and other products such as are used for packaging, wrapping crockery and glass, ashes, cinders, floor sweeping, glass, mineral or metallic substances and any and all other materials not included in the definitions of bulky waste, construction debris, dead animals, garbage and hazardous waste.
- 3.20 Small Commercial Unit – All premises, locations and entities, public or private, within the unincorporated areas of Neshoba County that is not a residential unit, that requires once per week solid waste collection services and which produce

only enough solid waste to permit weekly collection thereof in the garbage carts provided.

- 3.21 Rubbish Landfill – The Class I Solid Waste Rubbish Landfill located on Road 541 which accepts appropriate rubbish from citizens and businesses of Neshoba County and accepts appropriate rubbish generated by Philadelphia and Neshoba County.
- 3.22 Title D Solid Waste Disposal Services - the services of the contractor receiving solid waste from households and small businesses and disposing of said solid waste in an acceptable and MDEQ permitted facility on a per ton basis.

SECTION II: SCOPE OF WORK FOR HOUSE-TO-HOUSE SOLID WASTE COLLECTION AND DISPOSAL

1. Solid Waste Collection – General Information

The County is requesting proposals for the collection of residential and small commercial solid waste. The proposal shall be for once a week collection of household garbage to occur on any day of the week, Monday through Friday as long as it is the same day of the week for that household or small commercial unit. Modification of the existing daily garbage routes is permissible as long as the routes are maintained in their existing integrity as much as possible.

2. Customer Count Estimation

The County estimated the number of residential and small commercial accounts as follows:

Residential Units: 5,100 Small Commercial Units: 100

3. Proposals Solicited

- A. The contractor shall provide a proposal/bid for the weekly collection of residential and small commercial solid waste as it now exists with no specific receptacle supplied by the contractor or County. The contractor shall collect all bagged garbage in various types of containers or no container with just bagged garbage at the edge of road. The bid shall be for cost per unit (residential or small commercial) in a dollar and cent figure.

- B. The contractor shall provide a proposal/bid for the weekly collection of residential and small commercial solid waste with the contractor providing each residential and small commercial unit with one (1) roll-out garbage cart. All contractor supplied garbage carts shall remain the property of the contractor. The bid or proposal shall be for a cost per unit (residential or small commercial) in a dollar and cent figure.
- C. The contractor shall provide a proposal/bid for the weekly collection of residential and small commercial solid waste with the contractor selling to Neshoba County one (1) roll-out garbage cart-type container per unit of collection that is compatible with the contractor's pickup method for the duration of the contract period of a minimum of five (5) years. The bid or proposal shall be for the cost per unit for collection and additionally, the cost per garbage cart for one (1) or more garbage carts, in dollar and cent figures.

Special Note: Again, notice should be given that the Contractor shall specify in its bid, the proposed cost of collection for each household and/or small commercial unit without a container, collection with the contractor supplying container and collection with the contractor selling to Neshoba County one (1) or more garbage carts for each unit.

4. Location of Carts and Bags

All household garbage placed by the resident for collection shall be contained inside the garbage cart (if supplied) and placed not more than five feet from the curb or roadside. Any extra garbage, which the cart cannot hold, or in the event carts are not acquired, all garbage shall and must be bagged, tied and placed next to the garbage cart, inside an owner supplied container or in the tied bags themselves and placed not more than five feet from the curb or roadside.

If there is a continuous situation where there is enough bagged garbage every week, the County and the Contractor will evaluate whether another Cart should be placed at the unit and billed for such additional container. Further, the contractor understands that the service provided will occur in the unincorporated areas of Neshoba County and, thus, collection situations will vary and the contractor must make reasonable efforts and accommodations to ensure the efficient collection of solid waste.

5. Other Waste

The Contractor shall not be obligated hereunder to collect any Hazardous Waste, Bulky Waste, Construction Debris, Yard Waste, Prohibited Waste, Dead Animals or Stable Matter at any residential or commercial unit and the County shall notify each producer of the foregoing waste restrictions. Further, the Contractor shall notify the County of the accumulation of such waste for prosecution purposes.

6. Exclusive Franchise

The successful bidder, upon determination of the Neshoba County Board of Supervisors, may be awarded a franchise contract and shall have exclusive rights to collect residential and small commercial solid waste within the unincorporated areas of Neshoba County, Mississippi, except for the operation of the convenience center and rubbish landfill owned by Neshoba County.

7. County to act as Collector

The County shall submit statements to and collect from all residential and small commercial units for services provided by the Contractor. Contractor shall exercise all reasonable measures to assist the County in identifying all existing and new units/customers or units/customers eluding the payment of solid waste collection fees but still utilizing the solid waste collection system. County shall pursue criminal and/or civil measures against individuals using said solid waste collection system while not paying for said services.

8. Contractor Billings to the County

The Contractor shall bill the County for services rendered to all residential and small commercial units within five (5) days following the end of each calendar month. Such billing and payment shall be based on the agreed upon unit price and unit count set forth in the agreed upon contract. Upon delivery of an appropriate invoice for one (1) months service, Neshoba County shall pay said Contractor within forty-five (45) days.

9. Unit Count

Within ninety (90) days of the service beginning date, an agreed upon number of residential and small commercials units shall be established to be used as a basis for billing. Both parties understand there will be a fluctuation on the number of units within the unincorporated areas of the County and an equitable compromise will be reached to maintain an average number of billable units for all billing purposes. This number will be fixed for the contract year and will be

revised as necessary on a contract year basis. The only exception will be annexations from the County by a municipality and the increase and the addition of carts to particular residential units. These changes will be billed on the next possible invoice to the County.

10. Complaints

Any complaints made directly to the County will be forwarded to the Contractor. In the case of an alleged missed scheduled collection, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection within 24 hours after the complaint is received. The Contractor shall also provide a toll-free telephone number to receive customer complaints or inquiries during regular business hours between 8:00 AM and 5:00 PM.

11. Collection Equipment

Contractor shall provide an adequate number of vehicles, equipment and staff to fulfill the requirements of the contract. The Contractor will provide in the proposal, the specification for each vehicle to be used in the performance of the requested services. All primary collection vehicles shall be in good repair and visibly clean at time of contract startup, equipped with semi-automated collection systems, and be kept in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have markings clearly visible on each side of the vehicle displaying the vehicle number along with the identity and telephone number for the Contractor.

Consideration will also be given in regard to the awarding of a contract for those vendors that offer to acquire the existing Mack garbage trucks that Neshoba County currently utilizes for weekly solid waste collection.

12. Local Contact

The Collection Contractor awarded a contract through this RFP will maintain a local or toll-free telephone number to facilitate Neshoba County residents and small businesses being able to reach the Contractor in a timely manner.

13. Solid Waste Disposal

All solid waste collected for disposal by the Contractor shall be hauled to the Contractor's Solid Waste disposal facility or to the disposal facility which has a contract with Neshoba County for solid waste disposal. The Bidder may also

provide a bid for the disposal services as requested in the bid advertisement, with Neshoba County considering cost, time and distance to said proposed facility. Disposal fees will be paid directly by the contractor to the owner or operator of the disposal facility, and such cost for disposal shall be included in the monthly pickup cost bid by the proposing contractor.

For purposes of compliance with state and federal law, the Contractor awarded hereunder may be required by the County to provide the County or the appropriate agency with the monthly and/or yearly disposal tonnage or yardage.

14. Transition of Current System

Respondents shall provide a timeframe and method to transition to solid waste services from Neshoba County to the selected company.

15. Holidays

The following days shall be holidays for the purposes of all proposals or bids:

- A. New Year's Day;
- B. Memorial Day;
- C. Independence Day (July 4th);
- D. Labor Day;
- E. Thanksgiving Day; and,
- F. Christmas Day

Customers whose normal collection day falls on a holiday will be served on the next nonscheduled day during the week in which the holiday falls. If two days are taken for Thanksgiving the two routes will be served on Monday and Tuesday the following week in conjunction with other regular routes for those days. The Contractor shall collect additional bagged garbage placed for collection by residential customers on all holidays. Also, if the Holiday is taken by the Contractor, the Contractor will notify residents via publication in *The Neshoba Democrat*, the week or day prior to said holidays as to the change in schedule and/or on local radio stations before said holiday.

16. Performance Bond / Security of Performance Bond

- A. The Contractor will be required to furnish a corporate surety bond as security for the performance of the Contract for Solid Waste Collection. Said surety bond must be in the amount of the contract for one year's

services and shall be renewed and adjusted each year to the amount of the Contract.

- B. The premium for the bond(s) described above shall be paid by the contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.
- C. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Mississippi.
- D. Power of Attorney – Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

SECTION III: SCOPE OF WORK FOR HOUSEHOLD AND SMALL COMMERCIAL SOLID WASTE DISPOSAL PRIVILEGES CHARGEABLE TO NESHOPA COUNTY

1. Disposal of Solid Waste Collected and Generated Within the Unincorporated Areas of Neshoba County

Neshoba County, its agents or assignees will deliver the daily solid waste collected within the unincorporated areas of Neshoba County for disposal in the selected Subtitle D Household and Small Commercial Solid Waste Facility for the period of the contract. The owner or operator of said facility will bill Neshoba County monthly and provide weight tickets for disposal made of the solid waste disposed of on Neshoba County's behalf. Upon receipt of said invoice and accompanying weight tickets, County shall have a period of forty-five (45) days to make full payment. The owner or operator of said facility will be responsible for said solid waste disposal facility once said solid waste has been delivered to said facility by County or County's agent.

2. Proposal Solicited

The bid or proposal shall contain a per ton price, in dollars and cents figures, for disposing of acceptable solid waste generated in Neshoba County and disposed of at said facility. Said submission must include the bid form incorporated herein for said particular scope of work.

SECTION IV: SCOPE OF WORK FOR OPERATION AND DISPOSAL OF WASTE COLLECTED FROM CONVENIENCE CENTER

1. General Information – Convenience Center at Unit Facility Building

Neshoba County desires to continue the five and one-half (5 ½) day a week operation of the solid waste convenience center located at the Neshoba County Unit Facility Building on Mississippi Highway 15 North. The facility consists of an elevated ramp which allows residents to drop solid-waste into a walking-floor dump trailer. Neshoba County wishes to possible contract with an appropriate contractor who provides the best and lowest bid to provide a sufficient solid waste container(s) to collect solid waste disposed of at the convenience center, to remove said solid waste from the facility, to dispose of the solid waste collected at the convenience center at an appropriate disposal facility and to maintain the convenience center in a good and operable condition. The selected contractor shall bill Neshoba County per month and provide weight tickets for the solid waste disposed of from the Neshoba County Solid Waste Convenience Center and shall be paid within forty-five (45) days.

2. Proposal

The bid of the bidder shall be for the per ton disposal cost of solid waste collected, received and disposed of through the convenience center. The Contractor shall provide the disposal container or containers.

3. Container(s)

All bidders or vendors shall describe the type of container to be supplied for the collection of solid waste at the facility. All containers shall be kept clean on the exterior and constructed such that leakage of entering rain water is kept at a minimum and sold waste does not become windblown.

4. Removal of Solid Waste

The contractor shall remove solid waste collected at the convenience center frequently enough to ensure that solid waste does not spill over the edge of the container or increase the risk of said solid waste becoming windblown or scattered about the facility.

5. Maintenance of Said Facility

The selected contractor will be given a lease for the convenience center area and will be responsible for performing all necessary measures to ensure the safety of users of said facility and to ensure compliance with MDEQ rules and regulations.

6. Payments to Contractor

Neshoba County will pay to the contractor, for the solid waste collected and disposed of by County solid waste customers, having been brought to and generated at the convenience center. The rate of compensation to the contractor shall be in dollar and cent figures per ton generated at the convenience center. The contractor will provide Neshoba County with a monthly invoice, accompanied by weight tickets, for solid waste generated at the facility. Neshoba County shall make full payment of said invoice within forty-five (45) days of receipt of said invoice.

The contractor may use the facility to receive non-county customer generated solid waste but the waste must be segregated and any fees due to contractor shall be paid by the generator of the solid waste. Mixing of non-county customer generated solid waste and county customer generated solid waste will be grounds for termination of the contract for this service and forfeiture of the performance bond in the full amount to the County.

SECTION V. SCOPE OF WORK FOR OPERATION OF NESHOBA COUNTY'S CLASS I SOLID WASTE RUBBISH LANDFILL

1. General Information – Class I Solid Waste Rubbish Landfill

Neshoba County owns a Class I Solid Waste Rubbish Landfill on Road 541 south of the City of Philadelphia. Said facility is permitted through the Mississippi Department of Environmental Quality (MDEQ) and is included in the East Central Mississippi Solid Waste Management Plan. Currently, Neshoba County obtains the surveying and engineering services to ensure compliance with all environmental requirements and permits related to this rubbish facility. The City of Philadelphia operates the landfill in that it provides the manpower to monitor disposal of rubbish and provides equipment for burial of rubbish and general maintenance of the landfill area and maintains the logs for disposal of rubbish at the landfill.

2. Work Required by Contractor

Contractor shall provide the necessary manpower, equipment and expertise for the management of the solid waste rubbish facility including but not limited to providing the following services:

- A. Monitoring the disposal of solid waste rubbish to ensure that all solid waste rubbish is the kind and type acceptable at said facility.
- B. Providing engineering and surveying services to determine the adequate depth, size and height of all disposal cells and surrounding area to ensure compliance with applicable MDEQ regulations and permits and to obtain the maximum longevity of the rubbish facility.
- C. Burying of the rubbish disposed of with sufficient frequency to ensure that entry of storm water is kept to a minimum and rubbish is not windblown.
- D. The objectives and actions required under the present Plan of Operation, the MDEQ Permit and Storm Water Preventative Protection Plan, of the solid waste rubbish facility, are fulfilled and amended to meet the conditions of the rubbish facility.
- E. The entire area of the solid waste rubbish facility is kept in good repair and appearance. Vegetation must be maintained so that erosion is nonexistent and that trees are not growing within the existing and closed disposal areas.
- F. Adequate and required buffers are maintained.
- G. Roads are sufficient to enter and exit the disposing area.
- H. Individuals associated with the contractor are available to ensure that MDEQ or related agencies can inspect the facility freely and answer any questions or address any concerns.
- I. Make the required annual and monthly reports to MDEQ and the Mississippi Department of Revenue.
- J. Ensure compliance with all present and future plans and requirements.

3. Proposal Solicited

The contractor, in managing said rubbish facility, shall charge a per ton disposal fee for acceptable solid waste disposed of in said facility. The proposal/bid of the contract shall state, in terms of percent, the percent of the gross values received for each ton to be paid to Neshoba County, i.e. if the charge of one (1) ton of disposal of solid waste is \$1.00 and the bid of said contract is for Neshoba County to receive ten percent of each ton (10%), then Neshoba County will receive \$0.10 for that one ton of disposal. The contractor will be responsible for all fees, charges and taxes related to the operation of said facility.

4. Charge for Disposal

Contractor can charge for disposal of acceptable solid waste on a per ton basis and Neshoba County shall be notified of all changes in the per ton disposal fee. The Contractor so awarded the contractor for the operation of said rubbish landfill facility shall not charge a per ton fee that is more than fifteen percent (15%) or lower than fifteen percent (15%) from the average per ton disposal fee established by the counties and municipalities, plus Scott County, participating in the East Central Mississippi Solid Waste Management Plan or any version thereof.

5. Operation of the Landfill

The contractor will wholly operate said facility, including but not limited to providing the necessary equipment, signage, manpower and labor, engineering, surveying, maintenance and permitting.

SECTION VI: CONDITIONS

Each bidder shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of work under the contract. Each bidder shall thoroughly examine and be familiar with the specifications and inquire of Neshoba County Road Manager Eddie Posey any questions in regard to current operations.

It is also expected that the bidder will obtain information concerning the conditions at locations that may affect its work. The failure or omission of any bidder to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to his bid or to the Contract.

Except with respect to events or conditions, which are not reasonably discoverable, the bidder shall make its own determination as to conditions and shall assume all risk and

responsibility and shall complete the work in and under conditions it may encounter or create, without extra cost to the County.

The bidder's attention is directed to the fact that all applicable State laws, County ordinances and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout and are deemed to be included in the Contract as if fully written and recited therein. Where any provision or requirement of law is in conflict, the higher standard shall prevail.

The proposing bidder is asked to include a statement of material interest and/or non-collusion if there exists any relation whatsoever between the bidder's company and any employee or elected official of the County.

SECTION VII: EXPLANATIONS

Explanations desired by a prospective bidder shall be requested of the County in writing, email preferably, by no-later-than 8:00 AM on September 27, 2018. Every request for such explanation shall be sent to both County Administrator Jeff Mayo at jmayo@neshobacounty.net and Road Manager Eddie Posey at eposey@neshobacounty.net.

As previously mentioned, any addenda issued or explanations given, prior to 11:00 AM on September 27, 2018 shall become part of the Contract Documents and all bidders shall include any work described in the Addenda officially issued.

1. Name, Address and Legal Status of Proposer

The Proposal must be properly signed in ink or electronically and the address of the bidder provided. The legal status of the bidder, whether a corporation, partnership or individual shall also be state in the proposal.

A corporation shall execute the bid or proposal by its duly authorized offers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership bidder shall give full names of all general partners. Partnership and individual bidders will be required to state in the bid the names of all persons interested therein.

The place of residence of each bidder or the office address in the case of a company, with county and state and telephone number, must be given with execution of the bid.

If the bidder is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the bid or proposal.

Anyone signing a bid or proposal as an agent of another or others must submit with their bid or proposal, legal evidence of their authority to do so.

2. Competency of Proposers

The opening or reading of the bid or proposal shall not be construed as an acceptance of the bidder as qualified and responsible to bid. The County reserves the right to determine the competence and responsibility of a bidder from its knowledge of the bidder's qualifications or from other sources, at its sole discretion.

The County shall require submission with the bid or proposal the following supporting data regarding the qualifications of the Proposer in order to determine whether it is a qualified, responsible bidder. **Competency of the bidder is very important to the County because the services solicited herein are essential to the operation of the County and have far reaching consequences to the safety, well-being and welfare of the citizens of Neshoba County.** The bidder will be required to furnish the following information:

- A. A comprehensive and detailed list of all equipment to be used in the performance of services outlined in this proposal. Include the year, make and model and type of vehicles to be used. Indicate whether or not each vehicle will be dedicated to services in Neshoba County. Neshoba County understands that equipment may be sold and purchased during the contract time but wholly expects that any replacement equipment being in good repair and clean.
- B. Evidence, in form and substance satisfactory to the County, that bidder possesses as an on-going concern the managerial, operational and financial capacities and experience to perform all aspects of the work request of the contract.
- C. Any such additional information that will satisfy the County that the bidder is adequately prepared to fulfill the contract.

The County may consider experience and qualifications of a proposer's parent organization, subsidiaries or affiliates.

3. Disqualification of Proposals

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a bidder or rejection of its bid or proposal:

- A. Evidence of collusion.
- B. Failure to complete the bidder's submission as required herein, including the failure to provide required information and material.
- C. Lack of competency as revealed by experience or equipment proposals.
- D. Lack of responsibility as shown by past work experience.

4. Method of Evaluation

The Neshoba County Board of Supervisors will evaluate all responsive proposals. A proposal is deemed responsive when it complies with all proposal submission requirements and the bidder agrees to perform all requirements listing in the RFP and specifications. The County reserves the right to determine whether a proposal is responsive and to waive any technicalities or requirements contained herein.

The County reserves the option to award a contract, or award no contract at all, which will result in the lowest or best cost or greatest benefit to and provide the best and most comprehensive services to the County.

The Board of Supervisors shall make all final decisions in regard to the awarding or any or awarding of no contracts solicited through this RFP.

5. Compliance with Laws

The Contractor shall conduct operations under the Contract in compliance with all applicable laws; provided however, that the specifications shall govern the obligations of the Contractor, where there exists conflicting ordinances of the County on the subject. In the event that the collection of any solid waste or the disposal of solid waste at a sanitary landfill shall become restricted or prohibited by any applicable law, rule or regulation, such items of waste shall remain the responsibility of the Contractor.

It is the responsibility of the contractor submitting a bid or proposal to ensure that said proposal complies with the laws of the State of Mississippi.

6. Nondiscrimination

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, national origin or veteran status.

7. Indemnity

The Contractor will indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of the Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of the County, its officers, agents, servants and employees.

8. Licenses and Taxes

The Contractor shall obtain all licenses and permits (other than a license and permit granted by the Contract) and promptly pay all taxes required by the County, State or United States.

9. The Contract shall be for a five (5) year period beginning on October 1, 2018 or subsequently when awarded by the Board of Supervisors of Neshoba County and ending five (5) years thereafter on October 1, 2023. The initial term of this contract may be automatically renewed and extended without further action of the parties for one (1) additional one (1) year term unless the County or Contractor elects to terminate this Contract effective upon the expiration of the initial five (5) year term by giving the other party at least ninety (90) days prior written notice of termination.

In the event there should occur any material breach or material default in the performance of any obligation of the County or the Contractor which has not been remedied within thirty (30) days, or had been undertaken to cure within (30) days and proceeds diligently thereafter to cure in an expeditious manner, after receipt of written notice from the non-breaching party specifying such breach or default, the non-breaching party may terminate the Contract upon

written notice to the other party. In the event of such a breach, event or default, or termination of the Contract, each party shall have available all remedies in equity or at law. Notwithstanding any termination, the County shall be obligated to pay the Contractor for services rendered or charges incurred by the Contractor prior to termination.

Additionally, under Mississippi Law, an existing Board of Supervisors may not bind a successive Board of Supervisors via contract and proposing contractor should be aware of this law. In the event a successive Board of Supervisors exercises their option to terminate the contract in this regard, no penalty shall be assessed by the Contractor against the County for this change in policy.

10. Modifications to Rates

The rates set forth in the contractor's proposal shall remain in effect for the life of the contract with exception of the following:

Consumer Price Index (CPI)

The rates as listed on Bid Forms, as adjusted, shall be increased or decreased upon the commencement of the second year (October 1, 2019) and upon the commencement of each subsequent year thereafter during the initial term and any renewal term by the same percentage of increase or decreases in the Consumer Price Index for all Urban Consumers (All items – U.S. Southern Average) as published by the U.S. Department of Labor, Bureau of Statistics. The rates charged during such second year and each subsequent year thereafter shall be an amount equal to the rates being charged upon the expiration of the immediately preceding year increased by the same percentage increase in the CPI during the 12-month period immediately preceding the commencement of such second year or subsequent year thereafter, as the case may be.

Additional Rate Adjustments

Contractors shall disclose any and all additional rate adjustments, including fuel surcharges, environmental fees or other charges that may affect the proposal rates for services. Please include details of any such clauses as an attachment to the bid form with examples of calculations therefor.

11. Insurance

The Contractor shall at all times during the Contract period maintain in full-force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. All insurance shall be made by insurers and for policy limits acceptable to the County and before commencement of work hereunder. The Contractor agrees to furnish the County certificates of insurance and other evidence satisfactory to the County to the effect that such insurance has been procured and is in force.

For the purposes of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverages</u>	<u>Limits of Liability (minimum)</u>
Workmen's Compensation	Statutory
Employer's Liability	\$1,000,000 each occurrence
Bodily Injury Liability	\$1,000,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Property Damage Liability	\$1,000,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Automobile Bodily Injury	\$1,000,000 each occurrence
Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$1,000,000 each occurrence

To the extent permitted by law, all or any part of any required insurance coverages may be provided under a plan or plans of self-insurance. The coverages may be provided by the Contractor's parent corporation.

12. Storms and Other Disasters

The work under the Contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane, tornado or other Act of God or any other event over which the Contractor has no control. In the event of such a flood, hurricane, tornado, or other Act of God or event, the County shall

grant the Contractor variances in routes and schedules as may be deemed necessary by mutual agreement of the County and Contractor. In addition, the County and the Contractor shall negotiate the amounts to be paid to Contractor for services to be performed as a result of the increased volumes resulting from such declared emergency or disaster.

13. Transferability of Contract

The Contract shall not be transferable or assignable to another individual partnership or corporation without the express written consent of the County. In the event of any assignment approval, the assignee shall assume the liability of the original Contractor covered by the Contract. If approval of such does occur, proper performance bond and insurance shall be supplied by assigned contractor.

14. Basis of Proposal

Proposals for Waste Collection are solicited on the basis of the rate as expressed in figures in the proposals as supplied on the bid forms incorporated herein. While proposals are left to the discretion of the preparers, the attached bid forms must be included along with all required information specified herein.

NESHOBA COUNTY BOARD OF SUPERVISORS
CONTRATOR'S PROPOSAL FOR
RESIDENTIAL AND SMALL COMMERCIAL SOLID WASTE COLLECTION SERVICES
OFFICIAL BID FORM

For: Neshoba County Board of Supervisors
401 Beacon Street, Suite 201
Philadelphia, Mississippi 39350

Date: October 1, 2018

Time: 11:00 AM

Proposal of _____ [Individual Partnership

Corporation] duly organized under the laws of the State of _____.

The undersigned, having carefully read and considered the instructions and specifications to propose for Residential and Small Commercial Solid Waste Collection and Disposal Services for Neshoba County, Mississippi, does hereby offer to perform such services on behalf of the County, of the type and quality in the manner described and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates expressed in figures hereinafter set forth:

PRICE OPTION 1: One time per week collection with no supplied container

Residential Unit: \$ _____ Small Commercial Unit: \$ _____

PRICE OPTION 1: One time per week collection - Contractor providing one (1) garbage cart

Residential Unit: \$ _____ Small Commercial Unit: \$ _____

PRICE OPTION 1: One time per week collection – County acquiring contractor garbage carts

Residential Unit: \$ _____ Small Commercial Unit: \$ _____

One (1) or more garbage carts at (cost each) \$ _____ per garbage cart

Acquisition of Neshoba County's Three (3) Existing Mack Garbage Trucks: \$ _____

BID IS: _____ as per specifications, taking no exceptions.

_____ taking only those specifications exceptions listed by letter attached and referenced to page numbers specified (no alternate bids accepted).

Will you provide a 100% Performance and Payment bond? Yes _____ No _____

Company Name: _____

Doing Business As: _____

Address: _____

Signature: _____ Title: _____

NESHOBA COUNTY BOARD OF SUPERVISORS
CONTRATOR'S PROPOSAL FOR
RESIDENTIAL AND SMALL COMMERCIAL SOLID WASTE DISPOSAL PRIVILEGES
OFFICIAL BID FORM

For: Neshoba County Board of Supervisors
401 Beacon Street, Suite 201
Philadelphia, Mississippi 39350

Date: October 1, 2018

Time: 11:00 AM

Proposal of _____ [Individual Partnership
 Corporation Local Government] duly organized under the laws of the State of _____.

The undersigned, having carefully read and considered the instructions and specifications to propose for Residential and Small Commercial Solid Waste Collection Disposal Services for Neshoba County, Mississippi, does hereby offer to perform such services on behalf of the County, of the type and quality in the manner described and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates expressed in figures hereinafter set forth:

Residential and Small Commercial Solid Waste Disposal Privileges:

Name of Disposal Facility: _____

Address / Location: _____

Cost per ton for disposal at facility: \$_____ per ton

BID IS: _____ as per specifications, taking no exceptions.

_____ taking only those specifications exceptions listed by letter attached and referenced to page numbers specified (no alternate bids accepted).

IMPORTANT: Please provide proof that the disposal facility is approved for receipt of residential and small commercial solid waste by attaching same to this bid form.

Name: _____

Address: _____

Signature: _____ Title: _____

NESHOPA COUNTY BOARD OF SUPERVISORS
CONTRATOR'S PROPOSAL FOR
OPERATION OF NESHOPA COUNTY SOLID WASTE CONVENIENCE CENTER
OFFICIAL BID FORM

For: Neshoba County Board of Supervisors
401 Beacon Street, Suite 201
Philadelphia, Mississippi 39350

Date: October 1, 2018

Time: 11:00 AM

Proposal of _____ [Individual Partnership
 Corporation] duly organized under the laws of the State of _____.

The undersigned, having carefully read and considered the instructions and specifications to propose for Residential and Small Commercial Solid Waste Collection Disposal Services for Neshoba County, Mississippi, does hereby offer to perform such services on behalf of the County, of the type and quality in the manner described and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates expressed in figures hereinafter set forth:

Operation of the Neshoba County Solid Waste Convenience Center

Type of Containers for Disposal: _____

Cost per ton for operation and disposal: \$_____ per ton

BID IS: _____ as per specifications, taking no exceptions.

_____ taking only those specifications exceptions listed by letter attached and referenced to page numbers specified (no alternate bids accepted).

Company Name: _____

Doing Business As: _____

Address: _____

Signature: _____ Title: _____

NESHOPA COUNTY BOARD OF SUPERVISORS
CONTRATOR'S PROPOSAL FOR
OPERATION OF NESHOPA COUNTY CLASS I RUBBISH LANDFILL FACILITY
OFFICIAL BID FORM

For: Neshoba County Board of Supervisors
401 Beacon Street, Suite 201
Philadelphia, Mississippi 39350

Date: October 1, 2018

Time: 11:00 AM

Proposal of _____ [Individual Partnership
 Corporation] duly organized under the laws of the State of _____.

The undersigned, having carefully read and considered the instructions and specifications to propose for Residential and Small Commercial Solid Waste Collection Disposal Services for Neshoba County, Mississippi, does hereby offer to perform such services on behalf of the County, of the type and quality in the manner described and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates expressed in figures hereinafter set forth:

Operation of the Neshoba County Class I Rubbish Landfill Facility

Percent of per ton gross payment to Neshoba County for Disposal at said facility:

_____ % per ton to be paid to Neshoba County.

BID IS: _____ as per specifications, taking no exceptions.

_____ taking only those specifications exceptions listed by letter attached and referenced to page numbers specified (no alternate bids accepted).

Company Name: _____

Doing Business As: _____

Address: _____

Signature: _____ Title: _____