

# Jackson County Board of Supervisors





### **Invitation For Proposal**

- Proposal Requirements
- General Specifications
- Exhibits
- Proposal Price Forms
- Attachments
- Enquiries

Jackson County Board of Supervisors
Attention: Joshua Eldridge
Clerk of the Board
2915 Canty St Suite R
Pascagoula, MS 39567

### NOTICE OF INVITATION FOR PROPOSAL

Notice is hereby given that sealed proposals will be received by the Board of Supervisors of Jackson County, Mississippi until 12:00 P.M. on Monday, <u>January 08, 2024</u>, and the said proposals will be opened and read aloud in the Board of Supervisors' meeting room, at 1:00 P.M., located in the Jackson County Service Building, 2915 CANTY STREET, PASCAGOULA, MS 39567. Envelopes containing the proposals must be sealed, addressed to Joshua Eldridge, Clerk of the Board, and designated as proposal for the following described, to wit:

"REQUEST FOR PROPOSALS FOR SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING FOR THE UNINCORPORATED AREA OF JACKSON COUNTY AND INCORPORATED CITIES WITHIN JACKSON COUNTY WHO OPT IN DURING THE CONTRACT PERIOD"

RFP Respondents have the option of submitting RFP Packages in a SEALED envelope/container and clearly marked on the exterior of the package: "PROPOSALS FOR SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING FOR THE UNINCORPORATED AREA OF JACKSON COUNTY AND INCORPORATED CITIES WITHIN JACKSON COUNTY WHO OPT IN DURING THE CONTRACT PERIOD" or may submit ELECTRONICALLY through <a href="https://www.jacksoncoplans.com">www.jacksoncoplans.com</a>. For an electronic copy of the RFP, documents can be viewed or downloaded from <a href="https://www.jacksoncoplans.com">www.jacksoncoplans.com</a>. Respondents will be required to register FREE with Plan House Printing at <a href="https://www.planhouseprinting.com">www.planhouseprinting.com</a> to submit an electronic RFP Package. For any questions related to the electronic submittal, please contact Plan House Printing at 662-687-1209.

Proposal specifications information may be obtained from the Purchasing Department at 2915 Canty Street, Suite D, Pascagoula, MS 39567. Contact Purchasing Department at 228-769-3121.

All proposals must be on file with Joshua Eldridge, CLERK OF THE BOARD, C/O LAND RECORDS DEPARTMENT, 2915 Canty Street, Suite R, Pascagoula, MS 39567 on or prior to 12:00 P.M. on Monday, January 8, 2024 and must be sealed and marked "PROPOSAL FOR SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING FOR THE UNINCORPORATED AREA OF JACKSON COUNTY AND INCORPORATED CITIES WITHIN JACKSON COUNTY WHO OPT IN DURING THE CONTRACT PERIOD TO BE OPENED AT 1:00 P.M. JANUARY 08, 2024". Please address any and all questions regarding the Solid Waste Service Proposal Booklet in written format via email to: Ronda Powell, Solid Waste Director; ronda powell@co.jackson.ms.us

A PRE-PROPOSAL CONFERENCE WILL BE HELD AT 10:00 A.M. ON DECEMBER 15, 2023, IN THE JACKSON COUNTY BOARD OF SUPERVISORS MEETING ROOM AT 2915 CANTY STREET, SUITE R, PASCAGOULA, MS 39567. ALL PROSPECTIVE PROPOSERS ARE ENCOURAGED TO ATTEND.

The Board of Supervisors will consider price, financial responsibility, equipment, technology, legal responsibilities, experience, location of recycling operations and other

relevant criteria. The Board of Supervisors reserves the right to reject any and all proposals received and to award said proposal in the best interest of the County.

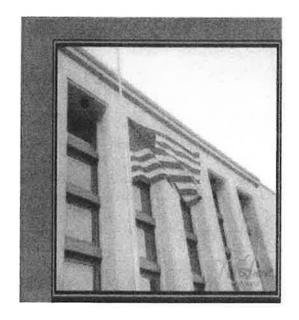
GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, THIS THE  $20^{\mathrm{TH}}$  DAY OF NOVEMBER.

JOSHUA ELDRIDGE, CLERK OF THE BOARD OF SUPERVISOR PO BOX 998 PASCAGOULA, MS 39568

**RUN: TWO TIMES** 

11/26/2023 12/3/2023

OPEN: <u>01/08/2024</u>



# Jackson County Board of Supervisors



Solid Waste Services Proposal Requirements

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Jackson County Board of Supervisors
Attention: Joshua Eldridge
Clerk of the Board
2915 Canty St Suite R
Pascagoula, MS 39567

### JACKSON COUNTY SOLID WASTE SERVICES PROPOSAL REQUIREMENTS

### I. REQUEST FOR PROPOSALS

The Jackson County Board of Supervisors is requesting proposals from qualified companies for the collection, removal, and disposal of garbage from residences and small commercial establishments throughout the unincorporated areas of the County. The work will also include providing and servicing dumpsters and portable public restrooms at County-owned facilities, recreational areas, and other areas throughout the County as directed by the Board of Supervisors. Furthermore, curb-side recycling and recycling at key locations will also be considered. A contract for six (6) years is contemplated with an option for four (4) one-year extensions. The Board of Supervisors reserves the right to reject any or all proposals, to waive or not waive informalities or irregularities in the proposals or proposing procedures, and to accept or further negotiate cost, terms or conditions of any proposal determined to be in the best interest of the County even though not the lowest proposer.

Collection of rubbish waste is an alternate to this contract as stated herein. Collection frequency to be determined by entity as defined in Solid Waste Services Proposal Form. Contractor shall not be required to collect and remove any industrial, hazardous or contractor generated waste.

The Municipalities within Jackson County are currently under contract with a provider for solid waste services but may consider opting into the County's contract when their current contract expires or is terminated. It is the desire of the County and the municipalities to consolidate solid waste services if it is in the best interest of the taxpayers.

Contractor shall willingly expand the service area to include each municipality, if individual Municipalities decide to join the contract within the first two (2) years of the contract upon mutual agreement between the County and the City.

Municipalities may join the County solid waste services contract to service their residents and small commercial establishments by mutual agreement between the County and each municipality. The terms conditions and the rates established in the solid waste contract will apply to each municipality.

Contractor and each Municipality who opts into the contract shall be responsible for determining the number of households and small commercial establishments are to be serviced, and the services that will be provided as per the proposal specifications. Each Municipality shall be responsible for the billing and collection of monies due to the city from residential, commercial, and/or other services under the contract. Each Municipality shall be responsible for communications for suspension of service on temporary, permanent, and new services to the residential units accordingly, and each Municipality will be responsible for paying the contractor directly for the

services provided on a monthly basis for the duration of the contract.

Municipalities will be able to opt into the contract within the first two (2) years of the contract upon mutual agreement between the County and the City. After the first two (2) years, the Contractor must approve the addition of any municipality to the contract. A minimum of ninety (90) days notice will be provided to the Contractor for each municipality that would like to enter the contract.

Contractor shall be responsible for billing and invoicing each municipality separately. The collection of monies for services provided will be the sole responsibility of the County and the Municipalities, respectfully.

### II. PROPOSAL SECURITY

A certified Check or Bank Draft payable to the order of the Jackson County Board of Supervisors or an executed Proposal Bond issued by an acceptable surety, in an amount equal to One Hundred Thousand Dollars (\$100,000), shall be submitted with each proposal. Jackson County reserves the right to reject any or all proposals or to waive any informalities. Such checks, draft, or proposal bond will be returned to the proposer after the Owner has executed a contract, or, if no award has been made within one hundred twenty (120) days after the proposals are opened. Proposals may be held by Jackson County for a period not to exceed one hundred twenty (120) days from the date of the opening of proposals for the purpose of reviewing the proposals and investigating the qualifications of Proposers, prior to awarding of the contract.

### III. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful Proposer, upon his failure or refusal to execute and deliver the contract and bonds required within 15 days after he has received notice of the acceptance of his proposal, shall forfeit to the County, as liquidated damages for such failure or refusal, the security deposited with his proposal.

### IV. RECEIPT AND OPENING OF PROPOSALS

Jackson County invites proposals on the attached forms. Proposals will be accepted at the address herein listed until 12:00 p.m., on Monday, January 08, 2024. All Proposals received as specified above will be publicly opened at the Board of Supervisors meeting room, 2915 Canty Street, Pascagoula, MS 39567 on Monday, January 08, 2024, at 1:00 p.m.

Any proposal not prepared and submitted in accordance with the provisions hereof may be rejected and considered by the County as nonresponsive herein and County may waive any informalities in any proposal. Any proposal may be withdrawn prior to the scheduled time for the opening of the proposals or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered. No Proposer may withdraw a proposal within one hundred twenty (120) days after the actual date of the opening thereof.

A pre-proposal conference will be held December 15, 2023, at 10:00 a.m. in the Board of Supervisors meeting room, 2915 Canty Street, Pascagoula, MS 39567. It is highly recommended all prospective proposers attend the pre-proposal meeting.

RFP Respondents have the option of submitting RFP Packages in a SEALED envelope/container and clearly marked on the exterior of the package: "PROPOSALS FOR SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING FOR THE UNINCORPORATED AREA OF JACKSON COUNTY AND INCORPORATED CITIES WITHIN JACKSON COUNTY WHO OPT IN DURING THE CONTRACT PERIOD" or may submit ELECTRONICALLY through <a href="https://www.jacksoncoplans.com">www.jacksoncoplans.com</a>. For an electronic copy of the RFP, documents can be viewed or downloaded from <a href="https://www.jacksoncoplans.com">www.jacksoncoplans.com</a>. Respondents will be required to register FREE with Plan House Printing at <a href="https://www.planhouseprinting.com">www.planhouseprinting.com</a> to submit an electronic RFP Package. For any questions related to the electronic submittal, please contact Plan House Printing at 662-687-1209.

### Mail, or Ship Sealed RFP Packages to:

Jackson County Board of Supervisors
Attn: Josh Eldridge, Chancery Clerk
RE: "Proposal for Solid Waste Collection,
Disposal And Recycling for the Unincorporated
area of Jackson County and Incorporated Cities
within Jackson County who opt in during the
contract period" RFP.
Post Office Box 998
Pascagoula, MS 39568-0998

### Hand Deliver Sealed RFP Packages to:

Jackson County Board of Supervisors
Attn: Josh Eldridge, Chancery Clerk
RE: "Proposal for Solid Waste Collection,
Disposal And Recycling for the Unincorporated
area of Jackson County and Incorporated Cities
within Jackson County who opt in during the
contract period" RFP.
2915 Canty Street, Suite R
Pascagoula, MS 39568

### V. METHOD OF PROPOSING

- The owner invites the following proposal;
- Unit prices for collection and disposal of garbage and rubbish;
- Unit prices for curbside recycling (collection and recycling);
- Unit prices for dumpster (placement, collection, and disposal);
- Unit prices for sanitation services for portable public restrooms and handwashing stations (placement, collection, and disposal);
- Unit prices for beach carts (placement, collection, and disposal);
- Unit prices multi-system recycle stations (placement, collection, and disposal): and

• Unit prices, at a flat discounted percentage rate for receptacles at community or special events (placement, collection, and disposal).

All prices will be in the format indicated on the proposal form, and in the Attachments.

### VI. PREPARATION OF PROPOSAL

Each proposal must be submitted on the prescribed form. All prices must be filled in, in ink or typewritten, in both words and figures. If a unit price or lump sum already entered by the proposer on the proposal form is to be altered, it shall be crossed out with ink and the new unit price or lump sum proposal entered above or below it and initialed by the proposer in ink. Any discrepancies in the unit prices provided will be corrected using the unit prices written out in words.

### VII. SECURITY FOR PERFORMANCE

The proposal shall be accompanied by a letter from a corporate surety satisfactory to the County and each participating municipality that has opt to join this contract, stating that a Performance Bond will be furnished by it to the person submitting the proposal in the event his proposal is accepted. Such letter is to be signed by an authorized representative of the surety together with a certified and dated copy of his power of attorney attached to said letter. The successful proposer will be required to furnish a Performance Bond in the amount of two million dollars (\$2,000,000.00) to the County within fifteen (15) days of notice to do so. The successful proposer will be required to furnish a Performance Bond in the amount of two million dollars (\$2,000,000.00) to each participating municipalities electing to join the contract and must be within fifteen (15) days of notice to do so.

Premium for the bond described above shall be paid by the proposer. A certificate from the surety showing that the bond premiums are paid in full together with the bond shall be submitted to the County and each participating municipality for filing. The surety on the bond shall be a duly authorized corporate surety company authorized to do, and presently performing business in the State of Mississippi.

### VIII. SECURITY FOR PAYMENT

The proposal shall be accompanied by a letter from a corporate surety satisfactory to the County and to each participating municipality stating that a payment bond will be furnished by it to the person submitting the proposal in the event his proposal is accepted. Such letter is to be signed by an authorized representative of the surety together with a certified and dated copy of his power of attorney attached to said letter. The successful Proposer will be required to furnish a payment bond in the amount of one million dollars (\$1,000,000.00) to the County and to each participating municipality and must be within fifteen (15) days of notice to do so. Premiums for the bond described above shall be paid by the Proposer. A certificate from the surety showing that the bond premiums are paid in full together with the bond shall be submitted to the County and each participating municipality for filing. The surety on the bond shall be a duly authorized corporate

surety company authorized to do so, and presently performing business in the State of Mississippi.

### IX. CONDITIONS OF WORK

Each Proposer must inform himself fully of the conditions relating to the project. Failure to do so will not relieve a successful Proposer of his obligation to furnish all services necessary to carry out the provisions of the contract.

### X. NAME, ADDRESS AND LEGAL STATUS OF THE PROPOSER

The proposal must be properly signed in ink and the address of the Proposer given, the legal status of the Proposer, whether a corporation, partnership or individual shall also be stated in the Proposal. A corporation shall execute the proposal by its duly authorized officers in accordance with its corporate resolution. Partnership and individual Proposers will be required to state in the proposal the names of all persons interested therein. The place of residence of each Proposer, or the office address in the case of a firm or company, with County and State and telephone number must be given after his signature. If the Proposer is a joint venture consisting of a combination of any or all of the above entities, each party to the joint venture shall execute the Proposal. Anyone signing a Proposal as an agent of another, or others must submit with his Proposal legal evidence of his authority to do so.

### XI. COMPETENCY OF PROPOSER

The opening of the proposal shall not be construed as an acceptance of the Proposer as a qualified, responsible Proposer. The County reserves the right to determine the competence and responsibility of a Proposer from its knowledge of the Proposers qualifications or from other sources.

The owner requires submission with the proposal certified supporting data regarding the qualifications of the Proposer in order to determine whether he is a qualified, responsible Proposer. The Proposer is required to furnish all of the following information, and such information shall be certified as true and correct by the Proposer:

- a. A list of equipment the Proposer intends to use in performing this Contract.
- b. A copy of the latest available financial statement of the Proposer (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a Certified Public Accountant.
- c. Evidence that the Proposer is in good standing in the State of Mississippi, and, in the case of corporation organized under the laws of any other State, evidence that the Proposer is licensed to do business in the State of Mississippi or a sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted.

- d. Evidence that the Proposer is capable of commencing performance as required in the Contract Documents on July 1, 2024.
- e. Evidence, in form and substance satisfactory to County that Proposer has been in existence as a going concern for in excess of five (5) years and has actual operating experience as a going concern in refuse collection and disposal for in excess of five (5) years.
- f. Evidence, in form and substance satisfactory to the County, that Proposer possesses as a going concern the managerial and financial capabilities to perform all phases of the work called for in the Proposal Documents.
- g. Evidence, in form and substance satisfactory to the County, of the Proposer's experience as a going concern in refuse collection and disposal service from operations of comparable size to that contemplated by the Proposal Documents.
- h. Such additional information as will satisfy the County that the Proposer is adequately prepared to fulfill the Contract. The Proposer may satisfy any or all of the experience and qualification requirements of this paragraph by submitting the experience and qualifications of its parent organization and subsidiaries of the parent.
- i. A statement that the relationship created by this contract (owner and independent contractor) shall in no way create a conflict of interest or a perceived conflict between the parties or any of their affiliates.
- j. A statement that Proposer has not in the last five (5) years, nor is currently involved in any litigation the subject of which is default of a contract or failure to perform.
- k. A list of references and/or comparable entities served or being served.
- 1. In the event that the County shall require additional certified supporting data regarding the qualifications of the Proposer in order to determine whether he is a qualified, responsible Proposer, the Proposer shall be required to furnish all requested information. Such information shall be certified as true and correct by the Proposer.

### XII. DISQUALIFICATION OF PROPOSERS

Although not intended to be an inclusive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Proposer and the rejection of his proposal.

a. Evidence of collusion among Proposers.

- b. Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.
- c. Lack of responsibility as shown by past work.
- d. Default on a previous contract for failure to perform.

### XIII. BASIS OF THE PROPOSAL

Proposal with respect to refuse collection and disposal will be solicited on the basis of rates for each type of service. Proposals will be compared on the basis of these rates along with other criteria deemed appropriate by the County.

### XIV. POWER OF ATTORNEY

Attorneys-in-Fact who sign proposal bonds or contract bonds must file with each bond a certified and currently dated copy of their own power of attorney.

### XV. LAWS AND REGULATIONS

The Proposer's attention is directed to the fact that all applicable state laws, municipal and county ordinances, and the rules and regulations of all authorities having jurisdiction over the service shall apply to the contract throughout and they will be deemed to be included in the contract the same as though therein written out in full.

### XVI. METHOD OF AWARD - BEST OVERALL PROPOSAL

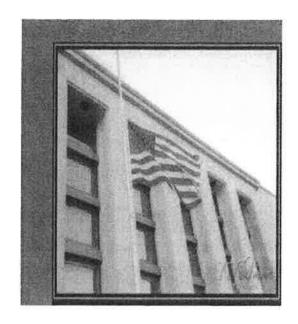
The County may, in its discretion, award separate contracts for collection, disposal, recycling and/or dumpsters and/or public restrooms.

The County will award Contracts based on proposal prices, other appropriate criteria as determined by County, qualifications, experience, and the responsiveness of the Proposers. The County reserves the right to reject any and all proposals.

### XVII. OBLIGATIONS OF PROPOSER

At the time of opening of proposals, each Proposer will be presumed to have inspected the area encompassed by the proposal and to have read and to be thoroughly familiar with the Proposal Documents. The failure or omission of any Proposer to examine any form, instrument or document shall in no way relieve any Proposer from any obligation in respect to his proposal.

Proposer must be willing and capable to begin garbage pick-up for residents, including the provision of carts, and all other services included in this proposal as of July 01, 2024.



# Jackson County Board of Supervisors

Solid Waste Services Proposal General Specifications



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Attention: Joshua Eldridge
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### SOLID WASTE SERVICES GENERAL SPECIFICATIONS

### 1. OPERATIONS:

### 1.1 HOURS AND DAYS OF OPERATION

Collection of refuse shall not begin before 5:00 a.m. nor continue after dusk. Garbage collection will be allowed once weekly, which may be all weekdays and Saturdays. In special cases where the Contractor needs to work on Sunday, he must first obtain written permission by the Solid Waste Director or the solid waste designee for a municipality that enters the contract. Any variation from above, without pre-approval, may result in a \$250.00 penalty deducted from the next invoice. Each truck found collecting outside of the agreed upon times will be considered in violation, and each day will be considered separately for violation purposes.

### 1.2 SCOPE OF WORK:

Contractor shall collect and remove garbage from approximately 28,450 households and small commercial establishments within the unincorporated areas in Jackson County, and any new households and small commercial establishments constructed during the term of the Contract. The Contractor shall also be responsible for garbage services for each municipality that enters the contract based on the number of households and small commercial establishments mutually agreed upon by the Contractor and the municipality. Contractor shall collect and remove garbage from all households included in the house count which takes effect on the Anniversary Date of the Contract, and any new households and small commercial establishments constructed after the house count was conducted on which Anniversary Date house count is based. When a Municipality opts into the contract the current house count for the Municipality will be the basis of payment. House count adjustments, for the County as well as the Cities can only be adjusted at the Anniversary Date of the County's Contract.

Collection shall be once weekly, as nearly equally spaced as possible, roadside collection shall be unlimited amount of garbage as defined in the Proposal Documents.

Collection of rubbish waste is an alternate to this contract as stated herein. Collection frequency to be determined by each entity as defined in Solid Waste Services Proposal Form. Contractor shall not be required to collect and remove any industrial, hazardous or contractor generated waste.

Garbage to be collected by Contractor shall be using the semi-automated approach. Contractor shall furnish one 96 + gallon container to any/all residents who request one at no cost to the County, City, or resident. Additional containers may be requested for an additional cost to the resident. Contractor is responsible for maintaining carts and shall replace them with a new cart at no cost if deemed inoperable. All containers should be uniform in size and color for the

term of the contract. Each request for a new or replacement container or repair of container shall be answered, and a new or replacement or repaired container shall be delivered within 72 hours of the request. Each failure to comply with the above time frame may result in a penalty of \$100.00 which will be deducted from the next invoice. Failure to deliver a new or replacement or repaired container within 72 hours of the request will be considered a violation and each additional 24-hour period in which the Contractor fails to deliver a new or replacement or repaired container will be considered a separate and distinct violation for purposes of this paragraph.

Contractor shall be responsible for picking up an unlimited amount of garbage placed at the roadside by the residents in carts, containers, and/or bags under proposed contract price per household.

Contractor shall furnish all labor, methods and processes, transportation and equipment necessary to carry out the terms of the Contract. All vehicles, containers and all other equipment of whatever nature which is used by the Contractor shall be kept and maintained in a sanitary condition and well repaired, and as slightly as reasonably practicable.

Contractor shall empty garbage containers and remove bags in such a manner as to ensure that no garbage and litter is left on the streets and roads. Garbage containers should be left upright. The Contractor is responsible for placing containers back along the roadside and shall not block driveway. Contractor shall clean up spillage caused by its employees. Where possible, all misses shall be collected the same day.

Contractor shall repair or replace any non-disposable refuse container which it damages or destroys in its collection efforts (at no cost to the County, City, or Resident).

Garbage collection at commercial and industrial establishments is not included in this Contract.

Contractor is responsible for road-side recycling, and recycling at key locations as directed by the Board of Supervisors, and Board of Alderman/City Council of Municipalities electing to participate. Contractor shall furnish one 65 + gallon recycle container to any/all residents who request one at no cost to the resident. Additional containers may be requested for an additional cost to the resident. Contractor is responsible for maintaining carts and shall replace them with a replacement at no cost if deemed inoperable. All containers should be uniform in size and color for the term of the contract. Each recycle cart shall have list of acceptable and unacceptable recyclables, hot stamped on the lid. Each request for a new or replacement container or repair of container shall be answered and a new or replacement container shall be delivered within 72 hours of the request. Each failure to comply with the above time frame will result in a penalty of \$100.00 which may be deducted from the next invoice. Failure to deliver a new or replacement container within 72 hours of the request will be considered a violation and each additional 24-hour period in which the Contractor fails to deliver a new or replacement container will be considered a separate and distinct violation for purposes

of this paragraph. Recycling will occur at weekly intervals and shall be coordinated with the regular garbage/trash pick-up. Recycling trucks shall be marked such that they can be distinguished from the regular garbage/trash pick-up trucks (by the public).

A cart delivery plan shall be provided for County and participating Municipalities approval at least sixty (60) days prior to the beginning date of the contract period.

Contractor will be responsible for providing, maintaining, and emptying large containers as specified herein at County/City owned facilities, recreational areas, and other key locations throughout the County on a weekly basis. The Municipalities may also opt into this portion of the contract at the same rates and terms as presented on the proposal.

Contractor is responsible for providing, maintaining, emptying and disposing of portable restrooms facilities at key locations throughout the County as specified herein, and as directed by the County Board of Supervisors or participating Municipality.

Contractor is responsible for providing, maintaining, emptying and disposing of garbage/trash in beach carts at County-maintained beaches as described herein, and as requested by the Board of Supervisors or participating Municipality. Contractor shall base pricing on a per cart basis with disposal on an as-needed basis. Disposal for beach carts is seasonal in nature, and the Contractor shall adjust service frequency based on need. The Contractor will be in charge of servicing the number of beach carts requested by the County or participating municipality on an as-needed basis. The minimum service frequency will vary from once a week (minimum) to daily service (during peak periods and for special events). It is the responsibility of the Contractor to manage the scheduling of this work based on the amount of waste generated. The County reserves the right to request additional carts, if necessary.

### 1.3 COLLECTION ROUTES:

The Contractor shall provide a competent Manager regarding the services to be performed under this Contract. The Manager shall be an agent of the Contractor to direct the work, receive instructions and shall be assigned and available to supervise the employees in their work. Collection routes shall be established by the Contractor. Contractor must design collection routes which guarantee that each residence (per Section 1.2 Scope of Work) is serviced a minimum of one time per week, Monday through Saturday. Contractor shall submit a map designating the collection routes to the Jackson County Board of Supervisors and Board of Alderman/City Council of any participating municipality for their approval. Contractor shall publish, at his expense, at least once during each calendar year, a map of such collection routes shall be circulated in the newspapers and other media sources in the immediate area. The published map shall be of such size to clearly show all pertinent information. The Contractor may from time to time propose to Jackson County or participating Municipalities for approval, changes in routes or days of collection. Upon approval by the Board of Supervisors and/or Board of Alderman/City Council of any participating Municipality, the Contractor shall promptly give written and published notice to all affected households.

### 1.4 HOLIDAYS:

The following holidays may be observed by the Contractor.

New Year's Day Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day

Contractor may observe any and all of the above. The Contractor will reschedule collection service for the day immediately following the holiday, unless that day is a Sunday in which case it shall be collected the following Monday. The Contractor shall be responsible for publicizing (and the expense of publishing) changes in collection schedules due to observance of the above holidays. Proper publicizing includes the purchasing of advertising from newspapers serving the affected area, public service announcements on local television stations, local radio stations and social media. Contractor shall notify the County/Cities three (3) weeks in advance of holiday service by letter and email, and shall provide "Proof of Publication". All publicizing shall be done prior to holiday to provide sufficient notice to the Public prior to the change in the collection schedule.

### 1.5 COMPLAINTS:

All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of a missed scheduled collection, as determined by the County or participating Municipality, the Contractor shall arrange for the collection of the refuse within 24 hours after the complaint is received. Along with the publication of collection routes as required in Section 1.3 of the General Specifications, the Contractor shall also publish a toll-free phone number in the newspaper and other media sources where complaints will be received. The Contractor will provide the County and any participating Municipality with a record of all complaints and an explanation of their resolution monthly. Records shall be maintained in a complete, accurate and up-to-date manner to accurately represent all information required by this contract.

### 1.6 COLLECTION EQUIPMENT:

The Contractor shall provide a sufficient number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance and in sanitary condition at all times and capable of being unloaded by dumping or automatic push-out means. The equipment shall be a standard product of a reputable manufacturer so that continuing service and delivery of spare parts may be assured. Contractor shall collect all materials to be collected by it in compacting trucks enclosed on the sides, rear and top so as to avoid spillage of garbage on any street or highway. Each vehicle shall have clearly visible on each side the

identity and telephone number of the Contractor. All vehicles must have current license plate. All vehicles operating in Jackson County shall be registered in Jackson County. County will visually inspect equipment prior to the award of the contract. Contractor CANNOT use vehicles older than 7 years of age unless approved by the County or participating Municipality. Contractor must submit list of equipment, tags, and model number to County annually to coincide with annual house count.

### 1.7 OFFICE:

Contractor shall maintain an office or such other facilities within Jackson County through which he can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge during all collection hours. The telephone number of the Contractor shall be listed in the local telephone directory and other media sources. Contractor shall provide the County and any participating Municipality with a list of emergency numbers (mobile phones and/or beepers) to be used in any emergency or after-hours situations. The use of automated call system (s) shall be user friendly for the public or the elderly with an option to speak to a non-automated representative in a reasonable timely manner.

### 1.8 HAULING:

All refuse hauled by the Contractor in the performance of Section 1.2, shall be so contained, tied or enclosed so that leaking, spilling, or blowing of refuse is prevented. If leaking, spilling or blowing of refuse does occur, Contractor shall be solely responsible for all prompt cleanups necessary and shall bear all costs therefor.

### 1.9 DISPOSAL:

All refuse disposals must be at a permitted landfill and proposer must comply with all State, Federal and Local regulations in the disposal of material. Disposal process must meet all applicable State and Federal Laws. Any discount, which may become available at any time during the life of the contract and/or during any subsequent contract arising from the contract at issue, must also be passed on to the County and participating Municipality to offset garbage rates.

### 1.10 RECYCLING:

All recycling materials must go to a permitted materials recovery facility, and proposer shall comply with State, Federal and Local regulations. A materials recovery plan or description must accompany the proposal and shall include a plan to promote recycling participation.

### 1.11 NOTIFICATION:

The Contractor shall notify all Producers about complaint procedures, regulations and day(s) for scheduled refuse collection.

### 1.12 POINT OF CONTACT:

The County and each participating Municipality will appoint a person to act as Contract Liaison. The appointed Contract Liaison will be responsible for:

- (1) Overseeing the initial and annual counts of units receiving service.
- (2) Reviewing, modifying if required, and approving the monthly invoices to present to the County or participating Municipality.
- (3) Conducting field investigations to determine compliance with the contract and determine if conditions are beyond the scope of the contract and should be rectified by the representative community.

### 1.13 AMNESTY DAYS AND COMMUNITY EVENTS:

The Contractor agrees to provide, free of charge, any containers and disposal (which shall also be free of charge) used for hazardous and non-hazardous solid wastes which are generated at a County Wide Cleanup Day or Amnesty Day Program.

The Contractor agrees to provide, a flat discounted percentage rate, any containers and disposal or recycling used for solid waste including portable restrooms and wash stations generated at County events. The Municipalities may also opt into this portion of the contract at the same rates and terms as presented on the proposal.

### 1.14 ACCESS TO RECORDS:

Contractor shall maintain books, records, documents and other evidence pertinent to its performance under this contract in accordance with accounting principles and practices generally employed by Contractor on a consistent basis. The Jackson County Board of Supervisors and the participating Municipalities or any authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours upon reasonable advance written notice to Contractor and provided that such inspection, audit and copying do not unreasonably interfere with Contractor operations. Contractor will provide proper facilities for such access and inspection.

### 1.15 ACCESS AND INSPECTION:

Contractor shall allow the Jackson County Board of Supervisors and each participating Municipality its officers, agents, servants and employees, at any time during normal business hours, and at such other reasonable times upon request, entry upon and access to any and all sites, facilities, and premises used by the Contractor in the performance of this Contract; provided, however, that such entry, access and inspection shall not unreasonably interfere with any operations of Contractor.

### 1.16 JACKSON COUNTY AD VALOREM TAX:

Contractor agrees that all equipment, including vehicles, dedicated by Contractor to provide the services specified under the Contract will be subject to the personal property ad valorem tax in Jackson County. Contractor shall, upon request, identify to the County all such equipment and vehicles dedicated to such use. Notwithstanding the foregoing, the County acknowledges that on *limited* occasions the Contractor may utilize vehicles with license plates of another county *ON A TEMPORARY BASIS ONLY* in providing the services under this Contract and that any such vehicles shall not be subject to Jackson County ad valorem tax.

### 1.17 CARTS OPTION/ SEMI-AUTOMATED COLLECTION:

All parties agree that the Contractor will provide and maintain the collection carts per household chosen by the County (one cart). Additional carts will be provided to resident, if requested, at this price bid in the Solid Waste Services Proposal Form. All carts provided by the Contractors shall be uniform in color. Each recycle cart shall have a list of acceptable and unacceptable recyclables hot stamped on the lid. Billing and collection to the residents for additional carts will be the responsibility of Contractor. Contractor will provide the County with a list of extra cart users monthly.

### 2. **COMPLIANCE WITH THE LAWS:**

The Contractor shall conduct operations under this contract in compliance with all applicable laws; provided, however, that the General Specifications shall govern the obligations of the Contractor where conflicting ordinances exist. Nothing herein shall serve to override state or federal law.

### 3. EFFECTIVE DATE:

This Contract shall be effective upon the execution of the Contract and the performance of such contract shall begin on the date stated therein.

### 4. **NONDISCRIMINATION:**

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

### 5. INDEMNITY:

The Contractor will indemnify, save harmless and exempt the County or participating Municipalities, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees incident to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees and

subcontractors, provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages or negligent act or omission of the County or participating Municipality, its offices, agents, servants and employees.

In the event suit is filed involving litigation between the parties to this Contract and the County or any participating Municipality is a prevailing party, the Contractor agrees to pay reasonable attorney's fees to the County or participating Municipality, together with all costs incurred in connection with said case, including expenses and court costs.

### 6. LICENSES AND TAXES:

The Contractor shall obtain all licenses and permits necessary to effectuate this Contract and pay all taxes required by law.

### **7. TERM**:

The Contract shall begin on the agreed upon effective date and shall be for a term of six (6) years. Municipalities may opt into the contract from within the first two (2) years of initial terms at their discretion. After the first two (2) years of the initial term all parties, including the City, County and Contractor, must agree to allow a Municipality to opt into the remaining contract. Contractor shall, at the option of the County or participating Municipality, continue to provide service beyond the expiration date at the stipulated contract price for up to four (4) successive periods of one (1) year each.

### 8. OWNERSHIP OF GARBAGE AND/OR TRASH:

Title to garbage and/or trash collected by the Contractor shall pass to the Contractor when placed in its collection vehicle, removed from the container, or removed from the owner's premises, whichever occurs first. Title to recyclables shall pass to the Contractor once the owner places them at the collection point for pickup.

### 9. INSURANCE:

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation Public Liability and Property Damage Insurance. Jackson County shall be named as additional named insured. Each individual participating Municipality shall be named as an additional named insured for the participating jurisdictional area. All insurance shall be licensed and doing business in Mississippi and for policy limits as stated hereafter. Before commencement of work hereunder, the Contractor agrees to furnish Jackson County and each Municipality that have opted to join this contract shall be provided with separate certificates of insurance or other evidence that insurance has been procured and is in force. The certificates shall contain the following express obligation:

This is to certify that the policies of insurance described herein have been issued

to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder and all insureds.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the amounts specified for each municipality that have opted to join this contract as follows:

Coverages	Limits of Liability
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000
Bodily Injury Liability (except auto)	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability (except auto)	\$ 50,000 each occurrence \$ 500,000 aggregate
Automobile Bodily Injury Liability	\$500,000 aggregate \$1,000,000 aggregate
Automobile Property Damage Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

To the extent permitted by law and subject to approval by the Board of Supervisors, and/or Board of Alderman/City Council all or any part of the required insurance may be provided under a plan of self-insurance. The County reserves the right to alter the minimum amounts as it deems appropriate.

The Contractor at all times shall keep fully insured, at his own expense, all persons employed by it in connection with the performance of the Contract as required by the provision of the Mississippi Worker's Compensation laws. The contractor shall file and maintain certificates with the County/City showing said insurance to be in full force and effect at all times during the course of the Contract.

### 10. BONDS:

### 10.1 PERFORMANCE BOND AND PAYMENT BOND:

a) The Contractor will be required to furnish a corporate surety bond to the County and each participating municipality as security for the performance of this Contract. Said surety bond(s) must be in the amount of Two Million Dollars

(\$2,000,000.00) each and must be furnished within fifteen (15) days of notice to do so.

- b) The Contractor will be required to furnish a corporate surety bond to the County and each participating municipality as security for all payments required by this Contract. Said surety bond(s) must be in the amount of One Million Dollars (\$1,000,000.00) and must be furnished within fifteen (15) days of notice to do so.
- c) 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.
- d) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Mississippi.
- 10.2 Attorneys-in-Fact who sign performance bonds or contract bonds must file with each bond a certified and currently dated copy of their Power of Attorney.
- 10.3 Should the Contractor fail to provide or maintain any of the above-listed insurance items in the amount shown, the County/City may secure the same and claim such amount against any sums due the Contractor under the Contract.

### 11. RECORDS/RECORD KEEPING/REPORTING:

The Contractor is expected to keep and maintain all records required under this contract throughout the terms of the contract. The records shall be maintained in a format approved by the County or participating Municipality and shall be maintained in a complete, accurate and up-to-date manner to represent all information required by this contract.

Reports shall be provided to the County or participating Municipality by the Contractor, in accordance with the requirements of this contract. Reports shall be transmitted with transmittal cover letter to the County or participating Municipality in both electronic and hard copy format. Reports and records shall include, as a minimum, those listed below. Additional records and reports may be required, as deemed reasonable and appropriate by the County or participating Municipality.

The Contractor shall maintain weekly report for calls/complaints daily up to date call/complaint log and submit it to the County or participating Municipalities on a weekly basis with the following information relative to the resolution of complaints.

- a. Date and time call/complaint received
- b. Name and address of complainant
- c. Nature of call/complaint
- d. Date call/complaint resolved
- e. How the call/complaint was resolved

The Contractor shall be required to track recycling collection, processing and disposition and provide monthly reports to the County or participating Municipality. Reports shall include the following, as minimum, unless otherwise approved by the County or participating Municipality; total monthly contractual unit recycle participation by the service route; total monthly recycle weight/volume, by service route; total County and/or participating Municipality monthly weight/volume recycled, including breakdown of disposition of material recycled and where material was sent; and total monthly weight/volume contaminated recycle waste disposed. Recycling as a percentage of total garbage shall be reported separately for unincorporated County and participating municipality. Recycle report shall be provided in an electronic, Excel spreadsheet format. All records shall be tracked and maintained for the life of the contract.

The Contractor shall provide a monthly report that identifies any and all unresolved complaints at the end of each calendar month. Actions required to resolve each complaint shall be identified in the submitted report.

The Contractor shall make available a monthly report that identifies the date and truck ID# for all waste deliveries (collection/transported in accordance with this contract) to the named disposal sites.

Contractor shall provide a monthly report that identifies the name and address of all requests submitted for an additional cart service. Confirmation of delivery of the cart shall be included in the monthly report.

The County or participating Municipality reserves the right to request other reports, as may be reasonably required, to provide complete and timely information with regard to the performance of this contract.

### **12. RATES:**

Charges for collection of garbage, trash, and/or recycling services, shall be determined by multiplying the number of households and small commercial establishments, included in the annual household count, by the current rate as fixed by the Contract. The refuse collection shall include all collecting, hauling, disposal and/or related costs. The refuse collection and disposal charges, if applicable, shall remain in force until the Anniversary Date of the Contract.

### 13. MODIFICATION OF RATES:

The house count as stated in Section 1.2 will remain in effect until the Anniversary Date of the Contract. Three months prior to the Anniversary Date, the Contractor, along with a representative of the County and any participating Municipalities, will perform a new house count. This count will be conducted in accordance with procedures established by the County and participating Municipalities Contract. The new house count shall take effect on the Anniversary Date of the County's contract. Each year thereafter, the Contractor may submit to the County and participating Municipalities any changes in the number of houses within the service area to be added to or subtracted from the previous year's house count. The County's and City's representative(s) will verify the requested changes or modify the request based on another count by the representative. The number set by the County and/or City representative(s) shall be binding. This number will become the official billing number on the next anniversary date of the Contract. All rates must remain static until the Anniversary Date: thereafter certain rates associated with road-side collection of garbage and recycling operations, shall be adjusted annually on the Anniversary Date of the Contract based on the change in the consumer price index ("CPI") for water and sewer and trash collection services (WST) over the prior twelve months as applied to any changes in the house count. Rate increases based on CPI increases will be capped at 5% increase per year. If the CPI decreases, the rate shall remain unchanged. The anniversary date refers to the County contract date and is not tied to the date a municipality enters the contract.

### 14. CONTRACTORS BILLING:

The Contractor shall bill the County and participating Municipalities for service rendered on or before the 15<sup>th</sup> of each month for payment on the following month's claims docket. Should the County fail to receive Contractor's bill by the 15<sup>th</sup> of the month, the invoice will not be paid on the following month's claims docket and will likely have to wait until the following month's claims docket for payment. Such billing by the Contractor must be based on the price rates and schedules set forth in the Contract Documents. The Contractor shall submit a monthly report with each month's billing to substantiate said billing. The accuracy of the information contained in the monthly report and the invoice will be attested to by the Contractor. The Contractor shall be responsible for billing and invoicing each participating Municipality separately. The Contractor shall be paid for services by the County and participating Municipalities separately and the Contractor shall have the responsibility of collecting payment from each entity. Failure to pay or late payment by one entity shall not affect service to any other entity within the contract.

### 15. LOCATION OF COLLECTION:

The residents of the service area will be required to place garbage and trash as close to the roadside or curb as reasonably practicable so same is accessible to Contractor for roadside and/or curbside collection. Contractor must collect all garbage within five (5) feet of road, curb or street.

### 16. TRANSFERABILITY OF CONTRACT AND SUBCONTRACTORS:

Contractor shall not use subcontractors without express written consent of the County, properly reflected upon its minutes. It shall be the County's sole discretion as to the granting of consent. There shall be no assignment of the Contract or any right accruing under the Contract either in whole or in part by the Contractor without the express written consent of the County, properly reflected upon its minutes. It shall be the County's sole discretion as to the granting of said consent.

### 17. EXCLUSIVE CONTRACT:

The successful Contractor shall be the sole curbside garbage and recycling collection contractor operating within the service area for residential and small commercial establishments. Ideally, all other services including dumpster, portable restrooms, wash stations, and rubbish collection would also be included as part of the curbside garbage and recycling contract. However, the County reserves the right to contract separately for those items if deemed beneficial.

### 18. INDEPENDENT CONTRACTOR:

The Contractor shall be an independent contractor. Neither the Contractor or any of its agents, servants or employees shall be deemed or considered to be an agent, servant or employee of the County or Municipality, any member of the County Board of Supervisors or Board of Alderman, City Council or of any other official or employee of the County or Municipality.

### 19. **DEFAULT**:

In the event the Contractor shall default upon any of its obligations under the Contract, which default is not cured within five (5) days after written notice of such default is received by the Contractor, the County may terminate the Contract and shall be at liberty to relent the work to other parties, or to perform the work without Contract, and in either case, the Contractor and its surety on the performance bond, shall be liable for any excess cost for performing such work over the cost to the County if the Contractor had continued to perform in accordance with the Contract. Failure to comply with the terms of the Contract on the part of the Contractor by reason of floods, fires, civil disorders, wars, acts of God and other causes not within the control of the Contractor or by reason of the enforcement of Federal, State or local laws not now in effect and inconsistent or in conflict with the terms of the Contract, shall not constitute a breach of the Contract. If at any time, Contractor's performance is unsatisfactory to County or a participating Municipality, the County shall have the right to consider Contractor in default.

### 20. DUMPSTER SERVICE/PORTABLE RESTROOM SERVICE:

20.1 Dumpsters: The rates proposed by the Contractor shall be per unit price for furnishing specified volume containers, collection, hauling and disposal of waste at public

facilities within Jackson County or Municipality over the period of the contract. Service will fluctuate based on levels of service chosen by deletion or addition of units.

The prices are segregated as to size of container and number of servicing per week. Current service is presently provided as shown on Exhibit "A" attached hereto and proposed on a per month basis. The level of service may be changed from time to time at the discretion of the County or Municipality. Rates for each size dumpster and frequency shall be based on pricing established in **Attachment** "A". Rates for Municipalities that opt into the contract will be at the same rate as the County is paying. Rates are also subject to CPI adjustments on the anniversary date.

- 20.2 Portable Restrooms and Wash Station Services: Current number of units in use, servicing frequency and waste disposal as shown in Exhibit "B". Portable restrooms and wash stations will be provided at the contract rate established in Attachment "B". The level of service may be changed from time to time at the discretion of the County or Municipality. Rates for Municipalities that opt into the contract will be at the same rate the County is paying. Rates are subject to CPI adjustment.
- 20.3 Multi-System Recycling Station: Contractor shall provide a one system unit containing multi-sort container units TBD located at county or Municipality owned facilities, recreational areas, and other key locations throughout the County on a weekly or as needed basis as determined by the County or Municipality. Contractor shall be responsible for providing, maintaining, and emptying multi-system recycling stations as needed. Contractor shall submit specifications of the Multi-System Recycling Station proposed with pricing along with their Proposal.

### 21. ANNEXATION:

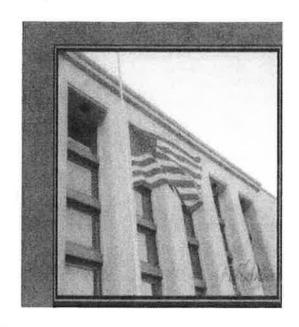
In the event of annexation or incorporation by or of any Municipality, Contractor shall work with the County as necessary to enable a smooth transition of services. Upon written request by County of a removal of households due to annexation or incorporation, Contractor will immediately remove same regardless of the date the request is received. No adjustment in unit prices will be made to the Contract due to annexation or incorporation.

### **DEFINITIONS:**

- 1.1 Bags: Plastic or paper sacks with sufficient wall strength to maintain physical integrity when lifted by top.
- **1.2 Construction Debris:** Waste building materials resulting from new home construction or remodeling, repair or demolition operations on existing structures.
- 1.3 Proposal Documents: The Request for Proposals, Proposal Requirements, Proposal Form, General Specifications, and any other documents or information included in specifications.

- **1.4 Contract Documents:** The Request for Proposals, Proposal Requirements, Proposal Form, General Specifications, Performance Bond, Payment Bond and Contract.
- 1.5 Service Area: All unincorporated areas of the County, and incorporated areas for participating Municipalities.
- 1.6 Households: A dwelling unit within the service area, heretofore defined, occupied by a person or group of persons. A Household shall be deemed occupied when electric services are being supplied thereto. This includes all residences, mobile homes, and any other single or multi-family dwelling. As used in the Proposal and Contract documents, Household includes small commercial establishments. An occupied newly constructed home is entitled to household waste only. Construction debris is excluded.
- 1.7 Small Commercial Establishments: This shall include commercial establishments not exceeding three (3) 96-gallon containers or equivalent volume per week.
- 1.8 Dead Animals: Animals or portions thereof equal to or less than 10 lbs. in weight that have expired from any cause, except those slaughtered or killed for human use.
- 1.9 Garbage: Any or all dead animals (as defined in 1.8 herein); every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter including, but not limited to, used tin cans and other food containers; and all putrescible or easily decomposable waste, animal or vegetable matter which is likely to attract flies or rodents. Garbage also includes all printed matter, paper, pasteboard, rags, used and discarded clothing, used and discarded shoes and boots, floor sweepings, glass, and white goods. This term also includes any garbage and discarded materials from places of human habitation covered under the services sought in this contract.
- 1.10 Hazardous Waste: Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State law or regulations.
- 1.11 Producer or Resident: An occupant of a household or small commercial establishment who generates waste, to be dealt with under the terms of this Contract.
- **1.12 Proposer:** The person, corporation or partnership proposing to perform Solid Waste Services under contract with Jackson County and participating Municipalities.
- 1.13 Contractor: The successful person, corporation or partnership that is awarded Solid Waste Services and enters into a contract with Jackson County to perform the services listed in the Contract Documents and Proposal Documents.

- 1.14 Semi-Automated Collection Method: Utilizing a refuse truck containing a mechanical arm which semi-automates the process by allowing the truck to do the work of emptying the container into the truck by which the refuse workers load the container into the mechanical arm.
- 1.15 Refuse: This term shall refer to garbage and rubbish, waste and trash, generated at a household or small commercial establishment.
- 1.16 Rubbish/Trash: All waste wood, wood products, Christmas trees, tree trimmings, grass cuttings, dead plants, weeds, bagged leaves, dead trees or branches thereof, chips shavings, sawdust, straw, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, mineral or metallic substances and any or all other waste materials not included in the definition of construction debris, dead animals, garbage or hazardous waste. Construction debris generated by contractors, debris generated by professional tree services, hazardous waste, bulk waste and debris generated by lot clearing are not included in this Specification. Tree and shrubbery waste must be of a size and weight that can be handled by one man. No more than an estimated 8 cubic yard per pickup.
- 1.17 Recycling Collection Services to include Curbside Recycling: Those services to be performed by Company as follows: (a) curbside collection of recyclable materials from locations specifically designated by the parties; and (b) delivery of the recyclable materials to the recycling center for recycling. Contract must ensure recyclability of the materials.
- 1.18 Recyclable Materials: All newspaper, magazines, tin cans, PET and HDPE plastic containers, all glass containers and aluminum beverage cans (This definition may be changed in negotiation process).
- 1.19 Multi-System Recycling Stations: A system unit multi-sort containers for the collection of recyclable material. Systems are durable in nature and for outside curb placement. Contractor shall submit specifications of the Multi-System Recycling Station proposed with pricing along with their Proposal.



# Jackson County Board of Supervisors





- Invitation For Proposal
- Proposal Requirements
- General Specifications
- Exhibits
- Proposal Price Forms
- Attachments
- Enquiries

Jackson County Board of Supervisors
Attention: Joshua Eldridge
Clerk of the Board
2915 Canty St Suite R
Pascagoula, MS 39567

Exhibit A Current Dumpster Service "COUNTY ONLY"

\*Exhibit "A" is provided for information only as to current services and shall not constitute a guarantee to proposer of any future service. All dumpster service will be as needed and as requested by County

				CONT			
NAME	ADDRESS	CONTACT	AREA	SIZE	ΩT	FREQ	DAYS
St. Martin Library & Comm Center	15008 Lemoyne Blvd	Sandra Seymour	Ocean Springs	8	-	2	Tue/Fri
District 4 West Rds	6900 Washington Ave	Shawn	Ocean Springs	9	-	-	Tue
Jackson Co Sub Station	6904 N Washington	Ronda Powell	Ocean Springs	ω	-	7	Tue/Fri
Latimer Community Cen	10908 Daisy Vestry Rd	Shelly Drawdy	Ocean Springs	80	-	2	Mon/Thur
Ocean Springs Harbor	1310 Harbor Rd	AJ Derouen	Ocean Springs	ω	-	2	Tue/Fri
Seaman Rd Landfill	10401 Seaman Rd	Jeremy Gregory	Vancleave	œ	က	-	Mon
Solid Waste Office	10501 Seaman Rd	Ronda Powell	Vancleave	4	-	-	Mon
Jackson Co Rec/Grl Bifld	10800 Yellow Jacket Rd	Donna Hipp	Ocean Springs	9	-	က	Mon/Wed/Fri
St. Martin Youth Ballfield	10800 Yellow Jacket Rd	Donna Hipp	Ocean Springs	9	-	က	Mon/Wed/Fri
St Martin Ballfield Babe Ruth	10800 Yellow Jacket Rd	Donna Hipp	Ocean Springs	æ	-	က	Mon/Wed/Fri
St. Martin Ballfield/FtBl	10800 Yellow Jacket Rd	Donna Hipp	Ocean Springs	8	-	က	Mon/Wed/Fri
Vancleave Public Library	12604 Hwy 57	JoAnn West	Vancleave	۵	-	2	Mon/Thur
Jackson Cty Mult-Purpose	5410 Ballpark Rd	Donna Hipp	Vancleave	8	-	2	Mon/Thur
Jackson Co Hud Building	5125 Ballpark Rd	Donna Hipp	Vancleave	ω	-	7	Mon/Thur
Poticaw Fish Camp	4301 Kenneth Cole	Ronda Powell	Vancleave	8	2	2	Mon/Thur
Buddy Davis Ballfield	Lark Drive/Gautier	Donna Hipp	Gautier	89	-	+	Thur
Gautier Comm Center	J C Jr College/Gautier	Brenda Carter	Gautier	9	-	9	Mon/Wed/Fri
							/pe///Tue/Wed/
Jackson Co Animal Control	4400 Audubon Dr	Joe Barlow	Gautier	2	-	9	Thu/Fri/Sat
							Tue/Wed/Thu/
Jackson Co Animal Control	4400 Audubon Dr	Joe Barlow	Gautier	9	-	2	Fri/Sat
		Mark Thorton/ Sarah					/Won/Tue/Wed/
Jackson Co Jr College	J C Jr College/Gautier	Adams	Gautier	9	7	2	Thu/Fri
		Mark Thorton/ Sarah					Mon/Tue/Wed/
Jackson Co Jr College	J C Jr College/Gautier	Adams	Gautier	9	2	2	Thu/Fri
Amonnette Building	4111 Amonette St	Kelly Samples	Pascagoula	9	1	-	Wed
Maintenance Warehouse	1803 Kenneth Ave	Kelly Samples	Pascagoula	8	1	2	Mon/Thur
Maintenance Dept	1729 Kenneth Ave	Kelly Samples	Pascagoula	9	1	1	Tue
Restitution Center	1721 Kenneth Ave	Judy Clauson	Pascagoula	9	-	2	Mon/Fri
Jackson Co. Youth Court	4903 Telephone Rd	Janie Peoples	Pascagoula	8	F	2	Tue/Fri
Dist 2 Supervisor's Office	2500 Criswell	Etheria Wheat	Pascagoula	9	1	1	
Sheriff Motor Pool	2500 Criswell	Lonnie Porter	Pascagoula	9	+	-	Tue

See Page 2

	6 1 1 Mon
	Pascagoula
cont.	Krystal Romero
Exhibit A (	2902 Shortcut Rd
	Jackson Co Fairgrounds

on call on call

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88

Pascagoula Vancleave

Jeremy Gregory Kelly Samples

3229 Kenneth Ave 10401 Seaman Road

District 3 Maintenance Seaman Road Landfill

ROLL-OFFS

Jackson Co Civic Center	2902 Shortcut Rd/Fairgrounds	Krystal Romero	Pascagoula	8	2	2	Mon/Thu
	4600 Vega St		Pascagoula	œ	-	2	Mon/Thu
	600 Convent Ave	Kelly Samples	Pascagoula	œ	2	2	Tue/Fri
	3512 Azalea	Lisa	Moss Point	96 Gal	က	2	Tue/Fri
	5343 Jefferson Ave	Kelly Samples	Moss Point	۵	-	က	Mon/Wed/Fri
	5343 Jefferson Ave	Kelly Samples	Moss Point	ω	-	က	Mon/Wed/Fri
	9313 Old Stage Rd	Angle Byrd	Pascagoula	æ	-	-	Friday
	1417 Jamestown St	Brenda Carter	Escatawpa	96 Gal	က	2	Tues/Fri
	8301 Sarracenia Rd	Joe	Moss Point	80	2	2	Mon/Thu
	LO Giagogna O LO	o de care	11.00	,	-,	١,	į
	10825 Hwv 63	Jonathan Smith	Moss Point	v @	- -	-	Mon/Thu
	Hwv 613	Donna Hipp	Hurley	80	3	ر ا	Mon/Wed/Fri
	16732 Hwy 613	Donna Hipp	Hurley	80	-	2	Mon/Thu
	4300 Highway 614	Lisa	East Central	80	-	2	Mon/Thu
	5343 Jefferson St	Ronda Powell	Pascagoula	œ	-	-	Thu
	8400 Jim Ramsay	Joe O'Neal	Vancleave	4	1	-	Thu
II. 'YI	8500 Jim Ramsay	Joe O'Neal	Vancleave	ဖ	-	-	Thu
	3901 Highway 57 South	Krystal Romero	Ocean Springs	8	-	2	Mon/Thurs
	2915 Canty St	Kelly Samples	Pascagoula	80	-	-	Thu
	7886 HWY 57	Ronda Powell	Ocean Springs	2	-	-	Tues
	1725 Kenneth Ave	Ronda Powell	Pascagoula	9	1	-	Mon
	65 Bruce Evans Dr	Ronda Powell	Ocean Springs	8	1	2	Mon/Thurs
	11000 Yellow Jacket St.	Donna Hipp	St Martin	9	1	1	Monday
	5500 Ballpark Rd	Donna Hipp	Vancleave	80	1	2	Mon/Thurs
	5400 Ballpark Rd	Donna Hipp	Vancleave	4	-	-	Mon
	Hwy 613	Donna Hipp	Hurley	80	-	-	Mon
	18413 Highway 613	Krystal Romero	Hurley	ھ	-	-	Wed
	9313 Old Stage Rd	Ray Bates	Moss Point	4	-	-	Thu
			Pascagoula	96 Gal	3	-	Thu
	3801 Sentinel Dr		Moss Point	96 Gal	က	-	Thu

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Quantity is shown as the number of containers at each site.
 Frequency is the number of times the containers are serviced on a weekly basis.
 Days are shown as the days of the week that each location should be serviced.
 Roll-offs are serviced on as needed basis.

# **Updated 9/6/23 CB**

# Exhibit B Poratable Restroom Service Current Requirements "COUNTY ONLY"

\*Exhibit B is provided for information only as to current services and shall not constitute a guarantee to to proposer of any future service. All portable restroom service will be as needed and as requested by the County, The following schedule is the current number of units, location and frequency of services bid on a per month basis. The level of service may be changed from time to time at the discretion of the County.

# PORTABLE RESTROOMS:

NAME	LOCATION	QUANTITY	WEEKLY SERVICE
Landfill	Seaman Rd Vancleave	2	2
Landfill Airport	Seaman Rd Vancleave	1	1
Walking Track	Hwy 63 Moss Point	1	2
Lake Mars	Lake Mars Ave Ocean Springs	2	2
Web Landing Boat Launch	Octavia St Graveline Bayou	1	2
Brittany Boat Launch	Brittany Rd/St Martin	1	2
Ocean Springs Harbor	Harbor Rd Ocean Springs	2	2
Kensington Inner Harbor Park	Kenisington Ave Ocean Springs	3	2
Shearwater Bridge	General Pershing Ave Ocean Springs	2	2
Old River Rd Walking Track	Old River Rd Vancleave	1	2
Bayou Cumbest Boat Ramp	Bayou Cumbest Moss Point	1	1
Washington Ft Bayou Bridge Boat	Washington Ave Ocean Springs	1	2
Forts Lake Fire Dept/Walking Track	10701 Forts Lake Road	2	2
Vestry Park	25900 Schoolhouse Rd	1	1

<sup>\*</sup> Additional portable restrooms and wash stations may be requested for community events or other special events.

### Exhibit "C"

### FOR INFORMATION ONLY

### **Individual Municipality House Count and Small Commercial Establishments**

Price by Member Agency based on density within the Member Agency's legal Boundaries.

### Gautier

The current residential service as of November 15, 2023, is approximately 6,298 contractual units.

### **Moss Point**

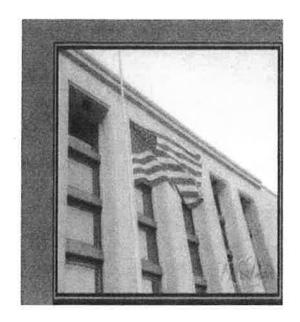
The current residential service as of November 15, 2023, is approximately **5,731** contractual units.

### **Ocean Springs**

The current residential service as of November 15, 2023, is approximately **6,724** contractual units.

### **Pascagoula**

The current residential service as of November 15, 2023, is approximately **6,804** contractual units.



# Jackson County Board of Supervisors



Solid Waste Service Proposal Price Forms

- Invitation For Proposal
- Proposal Requirements
- General Specifications
- Exhibits
- Proposal Price Forms
- · Attachments
- Enquiries

Jackson County Board of Supervisors
Attention: Joshua Eldridge
Clerk of the Board
2915 Canty St Suite R
Pascagoula, MS 39567

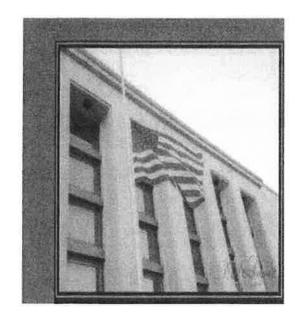
### Solid Waste Services Proposal Form

### Proposed Prices:

A. Curbside Garbage Service: Service includes collection, transportation, and disposal of garbage using semi-automated method. Pricing shall be based on 28,450 households and small commercial businesses in the unincorporated County. Rates will be modified annually based on the house count and CPI index.
Printed dollar amount per month (\$) per household
*Rates for Municipalities that opt in to the contract will be the same as the County rates
B. Curbside Recycling Service: Service includes collection, transportation and disposal of recyclable materials (as defined in the general specifications) on a weekly basis. Pricing shall be based on 28,450 households and small commercial businesses in the unincorporated County. Rate will be modified annually based on house count and CPI index.  1. Curbside pickup per household with 65-gallon cart
Printed dollar amount per month (\$) per household
2. Curbside pickup per household with 96-gallon cart
Printed dollar amount per month (\$) per household
3. Provide and maintain multi-system recycling stations (as per definition) at County Facilities (number to be determined) per month.
Printed dollar amount per month (\$) per unit
*Rates for Municipalities that opt in to the contract will be the same as the County rates.

### Solid Waste Services Proposal Form Cont.

C. Additional carts will be provided to resident, if regallon recycle cart.	quested per one 96-gallon cart or per 65-
Price Printed dollar amount per month	(\$)
D. Beach Cart Service: Service shall include provid disposal on an as-needed basis. Pricing shall be base County or participating Municipalities on a monthly	d on the number of carts requested by the
Price per cart Printed dollar amount per month	(\$)
E. Rubbish Collection Service: Rubbish waste is an alte Work and (Per Definition). Collection frequency to be deincluded in the bid price. No more than an estimated 8 cm.	termined by entity. Collection and Disposal
Once Per WeekPrint dollar amount	(\$) Per Household
Twice Per MonthPrint dollar amount	(\$) Per Household
Once Per MonthPrint dollar amount	(\$) Per Household



# Jackson County Board of Supervisors

Solid Waste Services Proposal Attachments A-B



- Invitation For Proposal
- Proposal Requirements
- General Specifications
- Exhibits
- Proposal Price Forms
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- Enquiries

Jackson County Board of Supervisors
Attention: Joshua Eldridge
Clerk of the Board
2915 Canty St Suite R
Pascagoula, MS 39567

### Attachment A

### **Dumpster Service Proposal**

The following schedule will be used to establish prices for the current dumpster service schedule (Exhibit A) as well as for additions to or deletions. Proposers shall price each item listed below:

A.	Dumpsters: Size Container size Fr		-		current a	nd potent	ial future r	equirements.	
	2 c/y	1	2	3	4	5	6	on call	
	Cost/Month	-			-				
	4 c/y	1	2	3	4	5	6	on call	
	Cost/Month	( <del></del>					-	·	
	6 c/y	1	2	3	4	5	6	on call	
	Cost/Month			-				:	
	8 c/y	1	2	3	4	5	6	on call	
	Cost/Month	:							
В		umpster must	be provi					urrent and future post of pick-up and o	
	20 c/y	Printed dollar amou	nt				(\$	)	
	30 c/y	Printed dollar amou	nt				(\$	S)	
	40 c/y	Printed dollar amou	nt				(\$	)	

This sheet must be priced as shown.

Δ

- All quotes are for unit, collection and disposal.
- "On call" as used herein above shall be defined as an extra needed pick-up when requested by County/City in addition to regular pick-up.
- Prices included in Attachment A will be used to add or delete units from the current Dumpster Service.
- Prices provided on the Dumpster Service Proposal will also be used by Municipalities if they choose to opt in to this portion of the contract. Prices are subject to CPI adjustments at the County Contract Anniversary date.

### Attachment B

### Portable Restrooms and Wash Station Proposal

The following schedule is for the current and future requirements per unit, and frequency of services on a per month basis. The level of service may be changed from time to time at the discretion of the County and participating Municipality.

A. Public Restrooms: Number of units and frequencies below reflect current and future requirements.

Price below includes per unit per month and indicated frequency or service:

Frequency		
Once/week	(\$	
Twice/week	(\$	)
Three/week	(\$	)
Four/week	(\$	)
Five/week	(\$	)
Six/week	(\$	)
		ce:
Frequency		
Frequency Once/week	(\$	)
1-11-11-11-11-11-11-11-11-11-11-11-11-1	(\$	)
Once/week		)
Once/week Twice/week	(\$	
Once/week Twice/week Three/week	(\$	

All quotes are for unit, collection and disposal.

- \* Prices included in Attachment B will be used to add or delete units from current Portable Restroom Service.
- Prices provided on the portable restroom and wash station proposal will be used by municipalities if they choose to opt in to this portion of the contract. Prices are subject to CPI adjustments at the County Contract Anniversary date.



### JACKSON COUNTY BOARD OF SUPERVISORS OFFICE OF THE COUNTY ADMINISTRATOR

2915 CANTY STREET, SUITE H | P.O. BOX 998 | PASCAGOULA, MS 39568 OFFICE: 228-769-3088 | FAX: 228-769-3348

November 20, 2023

**Dear Proposer:** 

Please address all questions regarding the Solid Waste Service Proposal Booklet in written format via email to:

Ronda Powell, Solid Waste Director Email: Ronda\_Powell@co.jackson.ms.us

Sincerely,

W. Brian Fulton

W. Bin 7th

**Jackson County Administrator**