

## **INFORMATION TO PROPOSERS**

### **LEAKE COUNTY, MISSISSIPPI SOLID WASTE COLLECTION AND DISPOSAL**

#### **1. RECEIPT AND OPENING OF PROPOSALS**

Leake County, MS (the County) will receive sealed proposals for the curbside collection and disposal of solid waste generated by single family residences located within the unincorporated areas of the County, on the Reservation of the Mississippi Band of Choctaw Indians, the Town of Walnut Grove and the Town of Lena until 9:00 a.m. on the 2<sup>nd</sup> day of August, 2021 at which time all properly submitted proposals will be opened and publicly read aloud. Proposals must be in a sealed envelope and addressed as follows: Leake County Chancery Clerk, P. O. Box 595, Carthage, Mississippi 39051. Envelopes containing proposals must be sealed and include the legal name and address of the proposer as well as the words "Proposal for Solid Waste Collection and Disposal for Leake County, Mississippi".

It is the intent of this document to describe certain traits and characteristics conducive to the effective, efficient, safe, sanitary, and economical operation of a solid waste program for optimum serviceability and satisfaction in Leake County. It is the intent of the County to accept proposals from professional solid waste companies with a proven track record of residential solid waste collection services.

#### **2. PREPARATION OF THE PROPOSAL**

All proposals must be made on the forms provided with any supplemental information the proposer chooses to include and must be either typewritten or hand-written in ink. Hand-written changes should include marking a straight line through the original entry and should be initialed by the person signing the proposal form. If a proponent chooses to no bid a particular line item, the following entry is to be made by that line item-"N/B".

Proposers should contact Corey Wooten, County Administrator, for more information regarding routes and needs of the County. 601-267-8002. *cwooten@co.leake.ms.us*

Proposals may be withdrawn prior to the specified due date and time.

Any proposal received after the specified due date and time shall not be considered and shall be returned, unopened, to the proponent.

### 3. SCOPE OF WORK AND SERVICE AREA

The service area includes residential units within the unincorporated limits of Leake County, the Town of Walnut Grove, the Town of Lena and the Mississippi Band of Choctaw Indian Reservation. It is estimated that solid waste collection service is provided to approximately 6,178 total residential customers. This information is furnished for the convenience of prospective proposer(s) and is to be considered as an approximate number only. These estimates are not guaranteed to be accurate and are furnished without any liability on the part of Leake County.

The work in the proposal shall consist of the once weekly collection and disposal of garbage in new or good-condition residential carts provided by the Contractor and generated by residents/small businesses. Contractor shall furnish all labor, vehicles and other essentials necessary to fully complete said work in accordance with the proposal documents. The work described in the proposal documents does not include the collection and disposal of any increased volume resulting from a flood, hurricane, tornado or other act of God. In the event of such an occurrence the contractor and the County will negotiate any additional services and payments required to handle the increased volume. If the County and contractor reach an agreement, the County may grant variances in routes and schedules as deemed necessary to perform the work.

The contractor will collect, from time to time, items placed beside the carts (items not specifically excluded elsewhere herein). However, habitual placement of additional items will result in discontinuance of collection at the identified location/address unless additional cart(s) are requested by the resident/small business generator. In most cases, no more than four (4) carts will be serviced at one address.

### 4. CONDITIONS

Each proponent shall fully acquaint itself with the conditions relating to the scope and restrictions attending the execution of the duties described under the "Scope of Work" section (paragraph 3). Proponents are expected to visit the site of the work prior to submission of a proposal to familiarize themselves with the physical conditions present; failure to do so does not relieve any proponent from being required to perform all work described in the proposal documents.

All applicable State laws, ordinances and rules and regulations of all organizations/authorities having jurisdiction over the work to be performed shall apply to the contract executed with contractor and shall be deemed to be included in the contract as

if written in full. Proponents are expected to familiarize themselves with all such items prior to submission of their respective proposal.

5. EXPLANATIONS AND ADDENDA

Explanations desired by a proponent shall be requested of the County in writing and responses shall be provided in the form of an addendum, a copy of which shall be mailed to each known proponent. Each requested explanation shall be addressed to the County Administrator's Office. Any oral explanation or interpretation pertaining to the proposal is invalid. All addenda shall become a part of the proposal documents. Any desired explanation must be received in the County Administrator's office no later than ten working days prior to the scheduled date and time of the opening of proposals. Addenda will be sent to known proponents a minimum of five working days prior to the scheduled date and time of the opening of proposals.

6. NAME, ADDRESS AND LEGAL STATUS OF PROPONENT

The proposal must be signed in ink and the legal name and address of the proponent must be entered as well as the legal status of same. A partnership shall provide the names of all partners and a corporation shall execute the proposal by a duly authorized representative. If the proponent is a joint venture consisting of a combination of entities each entity shall execute the proposal.

7. COMPETENCY OF PROPONENT

The opening and reading of any proposal shall not be construed as an acceptance of the proponent as a qualified and responsible proponent. The County reserves the right to determine the competence of any proponent from its knowledge of the proponent's qualifications or from other sources.

The following information is required by the County from each proponent and must be submitted with the proposal:

- a. An itemized list of equipment to be used in the performance of the contract;
- b. Evidence the proponent is in good standing under the laws of the State of Mississippi;
- c. Details of the staging location or base of operations where vehicles and equipment will be housed during the term of the Contract;

d. Evidence that the proponent has a minimum of five years' experience collecting solid waste;

e. A list of five references for contracts involving municipalities or counties in the State of Mississippi;

f. Evidence that the proposer meets the insurance requirements;

g. 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 required; and

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.

#### 8. QUANTITIES

The County estimates the number of units to be initially serviced under the contract is 6,178. Contractor shall accept that number as accurate for the first year of the contract and shall bill for that number on each monthly invoice. A house count may be performed prior to each contract anniversary date to determine the number of units to be billed for years after the first year of service.

#### 9. METHOD OF AWARD

The County reserves the right to reject any or all proposals and to waive defects or irregularities in any proposal. It is the intent of the County to make a decision within thirty (30) days following the date proposals are opened and publicly read aloud.

#### 10. DISPOSAL SITE

Contractor shall haul solid waste to a sanitary landfill approved by the MS Department of Environmental Quality.

11. TYPE OF COLLECTION

Contractor shall perform curbside collection service of garbage to each residential unit and small business generator one time per week within the areas of collection as described in Paragraph 3 via a 95 gallon cart provided by the contractor and all carts shall be placed within five (5) feet of the traveled portion of the road no later than 7:00 A.M. on the designated collection day. No private streets, roads, driveways etc. will be traveled upon by the contractor.

12. OPERATION

Collection shall not commence prior to 7:00 A.M. unless the County and contractor mutually determine a need to begin earlier.

Collection shall end no later than 7:00 P.M. unless the County and contractor mutually determine a need to extend that ending time.

Collection routes shall be established by the contractor and submitted to the County for approval prior to commencement of service. Maps reflecting routes will be submitted to the County and approval shall not be unreasonably withheld. Requests for route changes may be made from time to time as necessary and approval of such necessary changes will not be unreasonably withheld by the County. Any such changes must be shared with the residents to be impacted by the changes.

All solid waste handled by the contractor shall be contained/enclosed in a manner that prevents leaking, spilling or blowing.

13. SCHEDULE OF OPERATIONS AND OTHER MATTERS CONCERNING PICKUP

The proposer(s) shall prepare and submit to the County Administrator an operations schedule in the form of maps of the areas collected and days collected in those areas. The schedule will also contain a narrative describing where the route for that particular area will begin in the morning and where it will end in the afternoon. The County is not seeking exact times for the beginning and end of routes, but simply a guide as to where and when the collection day in an area will begin and end.

The schedule will be subject to the approval of the Board of Supervisors, and will be a part of the final evaluation of proposals and will be strictly adhered to by the contractor if that proposal is accepted. The contractor may revise this schedule as conditions dictate, subject to the approval of the County Administrator.

#### 14. HOLIDAYS

The following may be taken as holidays:

New Years Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

The Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday.

The Contractor shall be responsible for publicizing (and the expense of publishing) any changes in collection schedules due to observance of the above holidays. Proper publicizing includes the purchasing of advertising from newspapers serving the affected area.

Each residence shall be collected at least once per week, regardless of whether or not the listed holidays are observed; contractor shall collect additional solid waste placed for collection by residents on all holidays at no additional charge to the County.

#### 15. COMPLAINTS

The contractor shall provide a local or toll-free telephone number for customer use in reporting any collection issues directly to the contractor's office. All complaints shall be given prompt and courteous attention. In the case of alleged missed pickups the contractor shall investigate and arrange for collection within twenty-four (24) hours after receipt of the complaint.

#### 16. COLLECTION EQUIPMENT

An adequate number of collection vehicles shall be provided by the contractor to insure timely and efficient removal of solid waste in the County. Each vehicle shall be kept in good repair and appearance at all times and in a sanitary condition. Each vehicle shall have the name and telephone number of the contractor, clearly visible, on both sides.

Proposer shall prepare and submit, on the forms supplied with these instructions, a vehicle

and equipment schedule. The schedule shall describe all equipment to be utilized by the contractor to fulfill the responsibilities of this work. For each item, the year, model, make, quantity and description of the collection vehicle packer body and chassis will be provided. The schedule shall be subject to approval by the Leake County Board of Supervisors, shall be a part of the final evaluation of proposals, and shall be strictly adhered to by the contractor if the proposal is accepted. The contractor may revise the equipment schedule as conditions merit, subject to approval by the County Board of Supervisors.

17. CONTRACTOR'S PERSONNEL

The Contractor shall assign a qualified person or persons to be in charge of its performance of this Contract.

The Contractor's collection employees shall wear a uniform or shirt bearing the Contractor's name.

Each employee shall, at all times, carry a valid driver's license for the type of vehicle he is driving.

The Contractor shall provide operating and safety training for all personnel.

No person shall be denied employment by the Contractor for reasons of age, race, sex, creed, or religion or national origin.

18. POINT OF CONTACT

All contacts between the County and the contractor shall be directed to the County Administrator and to the "Division Manager" for the contractor.

19. CARTS

The 95 gallon carts will be provided by the contractor and one cart will be delivered to each customer. Routine maintenance of carts is the responsibility of the contractor provided said maintenance is a result of normal "wear and tear". Stolen or abused carts are the responsibility of the contractor unless the customer is responsible, in which case the customer will be charged for cart replacement or repair. Any cart damage caused by the contractor's employees shall be repaired at no cost to the County. Contractor will own carts throughout and at the end of the contract.

20. EFFECTIVE DATE

The effective date of service is December 1, 2021 and no work may begin until a contract is signed by both parties.

21. TERM

The initial contract term shall be for three years and may be extended for seven (7) one year increments thereafter upon mutual agreement of County and Contractor.

22. NONDISCRIMINATION

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

23. 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 attorney's 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 attorney's fees arising out of the awarding of the contract for a willful or negligent act or omission of the County, its officers, agents, servants and employees.

24. LICENSES AND TAXES

The contractor shall obtain all licenses and permits other than those granted by the contract and promptly pay all legally required taxes.

25. INSURANCE

The contractor shall at all times during the contract maintain the following insurance coverage in full force and effect:

Workmen's Compensation	Statutory Limit
General Liability	\$ 1,000,000 each occurrence



Personal Injury	\$ 1,000,000 \$ 2,000,000 aggregate
Automobile Liability	\$ 1,000,000 combined single limit
Excess/Umbrella Liability	\$ 10,000,000 each occurrence

The County shall be listed on all policies as additional insured and all certificates of insurance shall include the following wording: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named, but failure to do so shall impose no obligation or liability of any kind upon the insurer its agents or representatives."

## 26. BASIS AND METHOD OF PAYMENT

Rates for collection services described in the proposal documents shall not exceed the rates as set by the contract and as adjusted in accordance with paragraph 27. Any charges for special collection necessitated by an Act of God or request by the County are to be negotiated between the contractor and the County.

## 27. MODIFICATION TO RATES

The fees to be charged by the contractor for the second and subsequent years of the contract shall be adjusted to reflect changes in the cost of operations, as reflected by increases in the Consumer Price Index for Water, Sewer and Trash as published by the U.S. Department of Labor, Bureau of Labor Statistics-All for the Southeastern Region.

The percentage change of any rate modification shall be based upon the twelve months immediately preceding the date a change calculation is performed. Contractor may ask the County for additional rate adjustments necessitated by revised laws, ordinances, regulations, changes in disposal rates or disposal sites, higher diesel fuel costs, increases in the number of units collected and other legitimate reasons. Such requests shall be in writing and shall be specific in nature and fully documented.

## 28. COUNTY TO ACT AS COLLECTOR

The County shall collect fees from all units to be serviced in the contract, including delinquent accounts. The contractor shall have no responsibility for any collection.

## 29. CONTRACTOR BILLING TO COUNTY

The contractor shall bill the County for collection and disposal following the end of the month of service and shall be entitled to payment for said services regardless of whether or not the County collects for the services from the residents in the County. Contractor is to be paid by County no later than thirty (30) days after submission of invoice.

30. EXCLUSIVE CONTRACT

The contractor shall have the sole and exclusive privilege/right to provide the services described in the contract as they pertain to the curbside collection of solid waste.

31. OWNERSHIP

Title to solid waste the contractor has agreed to accept in the contract shall pass to the contractor when said solid waste is placed in the contractor's collection vehicle. Title to all other solid waste shall remain with the generator of said solid waste.

LEAKE COUNTY  
SOLID WASTE COLLECTION AND DISPOSAL

**PROPOSAL PRICE SHEET**

The contractor will provide once per week curbside collection of garbage for residential garbage for residents of Leake County.

Term shall be for a base period of three years beginning December 1, 2021 and shall have seven (7) additional 1 year option periods for a maximum of 10 years.

The County currently services 6,178 accounts per week.

Proposal price for Leake County per unit residential, once per week collection:

With 95 gallon container

\$\_\_\_\_\_ Per unit, per month

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date