

REQUEST FOR PROPOSALS ("RFP")
FOR SOLID WASTE DISPOSAL SERVICES

DESOTO COUNTY, MISSISSIPPI

PROPOSAL FILE NO. 23-344-02

JANUARY 17, 2023

ADVERTISEMENT

REQUEST FOR PROPOSALS ("RFP") FOR SOLID WASTE DISPOSAL SERVICES
PROPOSAL FILE NO. 23-344-02
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DESOTO COUNTY, MISSISSIPPI

I. ADVERTISEMENT.

The Board of Supervisors (the "Board") of DeSoto County, Mississippi is soliciting sealed written proposals on behalf of DeSoto County, Mississippi (the "County") pursuant to Miss. CODE ANN. § 31-7-13(m)(xxii) and (r) (Supp. 2022) (the "Act") to provide services at a disposal facility (i.e. MSW transfer station or MSW Landfill) to provide for the disposal of Solid Waste from DeSoto County as described in the General Provisions and Specifications herein (the "Specifications").

Sealed proposals will be received by the Board until 12:00 Noon local time on Friday, February 24, 2023 in the DeSoto County Office of Procurement, for the Services as specified in the Request For Proposals. All information submitted in response to this RFP will be considered public information after the award of a contract or the termination of the RFP process. A non-mandatory pre-proposal conference will be held in the Board Room of the DeSoto County Administration Building 365 Loshier Street, Hernando, Mississippi for interested parties at 9:00 A.M. local time on Friday, February 3, 2023. The deadline for asking interpretations, clarifications or questions shall be at 9:00 A.M. local time on Friday, February 3, 2023. Only questions which change the scope of the proposal documents will be considered for addendum.

Specifications are on file in the Office of Procurement, DeSoto County Administration Building, 365 Loshier Street, Suite 340, Hernando, Mississippi, during normal business hours. Information concerning this proposal can also be found on the Procurement Page @desotocountymiss.gov or from EMAIL: procurement@desotocountymiss.gov. All proposals must comply with the specifications provided. DeSoto County reserves the right to amend the specifications, as necessary, and agrees to notify all having requested proposal packets from the DeSoto County Office of Procurement (Telephone 662-469-8024) or the County's RFP Agent (Environmental Business Services, LLC., from JimMcNaughton@comcast.net).

Except as otherwise provided for in the Contract Documents, the term of the Contract for Acceptable Waste Disposal shall be for ten (10) years beginning on October 1, 2025 and shall end on September 30, 2035 (the "Initial Term"); however, the Term shall automatically be extended and continue for up to two (2) renewal terms of ten (10) years each (each additional ten (10) year span a "Renewal Term") unless such Services are cancelled by the County with ninety (90) days prior written notice of the end of the Initial or any Renewal Term.

Proposals shall be typewritten or printed in ink and only on the Proposal Forms provided. Proposals must be submitted in a sealed envelope, box or container. All corrections and erasures shall be initialed by the person signing the proposal. Each person submitting a proposal pursuant to this RFP shall be referred to as a "Proposer" or "Respondent". All Proposers shall be required to supply the information required by the *"Statement of Qualifications Form"*. A proposal may not be modified, supplemented, altered, withdrawn or canceled by the Proposer for a period of one hundred eighty (180) days following the date and time designated for receipt of proposals.

The County reserves the right to reject any and all proposals, and to waive informalities in proposals which the Board determines do not affect the competitive nature of the process, and to select the proposal or proposals that, in the opinion of the County shall be the most qualified proposal, on the basis of: Responsiveness to the RFP (i.e. completion of the RFP documents); Disposal Price of Services including Fee Adjustments; Costs of using the Disposal Facility: including travel costs from residential collection routes to the Disposal Facility; Accessibility to the Disposal Facility including Turnaround Tipping Time, traffic/transportation issues to and from the Disposal Facility; Estimated remaining life/capacity of the Disposal Facility to fulfill the Contract Initial and Renewal Term(s); Experience of Proposer including personnel qualifications and experience, past performance with DeSoto County and quality of service with DeSoto County; Financial capabilities and Experience as outlined in the Statement of Qualifications of Proposer.

After selection of the most qualified proposal or proposals, the County may negotiate with one or more of the persons or firms submitting proposals and enter contract with one firm. Such contract may not necessarily be limited to the terms of the proposals submitted. If the County deems none of the proposals to be qualified or otherwise acceptable, the request for proposal process may be reinitiated, modified or terminated.

All information submitted in response to this RFP will be considered public information after the award of a contract or the termination of the RFP process.

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

Proposals must be clearly identified as such on the front of the sealed envelope or box in which the proposal is submitted, and the words "PROPOSAL FILE NO. 23-344-02 - Proposals for Solid Waste Disposal Services, RFP Deadline: 12:00 Noon Local Time on Friday, February 24, 2023" should be clearly written on the front of the envelope or box along with Proposer's name and address. Responsibility for timely submittal lies solely with the Proposer. Proposals submitted after 12:00 Noon Local Time on Friday, February 24, 2023 shall not be opened or considered.

Before submitting any proposal, the Proposer should (a) verify the number of participating Cities, volumes (tonnage) of Acceptable Wastes to be disposed of (b) arrive at a clear understanding of the conditions under which the Services are to be provided, and (c)

complete any other investigations and inquiries as deemed necessary by the Proposer prior to submitting a proposal.

All Proposers are required to submit a Proposal Security made payable to the County in the amount of \$100,000.00 with the Proposal. Such Proposal Security may be in the form of a certified or cashier's check drawn on a national or Mississippi bank with a branch office located in DeSoto County or in the form of a bid bond by a corporate surety licensed to do business in Mississippi and acceptable to the County. Such Proposal Security shall remain valid for a minimum of one hundred eighty (180) days from the RFP Deadline. Such Proposal Security shall be forfeited if the Proposer fails to comply with any of the Proposal Security requirements as follows:

1. Required to enter into a contract awarded to it by the County under this RFP.
2. Required to deliver a performance bond as required by the RFP.
3. Required to refrain from any discussions, meetings or other communications, written or oral (except for official contract negotiations and publicly called County Board Meetings), with any County official during the time period after the RFP Deadline date until the contract award date.
4. The requirement that the submitted Proposal was independently arrived at, without collusion, under penalty of perjury.
5. The requirement that no amount shall be paid directly or indirectly to an employee or official of the County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

A Certificate of Insurance evidencing the coverages set forth in the General Provisions and Specifications must also accompany each Proposal.

Each respondent should submit one original and three (3) copies of its proposal along with a digital copy of the original proposal documents saved on a USB drive. The drive must be clearly labeled with the proposer's name. The original must be clearly marked and must contain the original signatures on all Proposal Forms. All Proposal Forms must be submitted in a sealed envelope or box, addressed in conformance with the requirements previously described herein and submitted to:

DeSoto County Board of Supervisors
Attn: Office of Procurement
365 Loshier Street, Suite 340
Hernando, MS 38632

WITNESS MY SIGNATURE THIS, the _____ day of _____ 2023.

SEAL

Misty Heffner, Chancery Clerk
DeSoto County Board of Supervisors

SUBMITTED

DESOTO TIMES

FOR PUBLICATION ON:

[Thursday, January 26, 2023]
[Thursday, February 2, 2023]

PROOF OF PUBLICATION TO:

County Administrator's Office
DeSoto County Administration Building
365 Loshier Street, Suite 300
Hernando, MS 38632
Phone: 662-469-8180

REQUEST FOR PROPOSALS ("RFP") FOR SOLID WASTE DISPOSAL SERVICES
PROPOSAL FILE NO. 23-344-02
JANUARY 17, 2023
DESOTO COUNTY, MISSISSIPPI

GENERAL PROVISIONS AND SPECIFICATIONS

II. GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS:

The Board of Supervisors ("the Board") of DeSoto County, Mississippi is soliciting sealed written proposals on behalf of DeSoto County, Mississippi (the "County") pursuant to MISS. CODE ANN. § 31-7-13(m)(xxii) and (r) (Supp. 2022) (the "Act") to provide disposal of Acceptable Waste from DeSoto County as described in the General Provisions and Specifications herein (the "Specifications").

Sealed proposals will be received by the Board until 12:00 Noon local time on Friday, February 24, 2023 in the DeSoto County Office of Procurement, for the Services as specified in the Request For Proposals. All information submitted in response to this RFP will be considered public information after the award of a contract or the termination of the RFP process. A non-mandatory pre-proposal conference will be held in the Board Room of the DeSoto County Administration Building 365 Loshier Street, Hernando, Mississippi for interested parties at 9:00 A.M. local time on Friday, February 3, 2023. The deadline for asking interpretations, clarifications or questions shall be at 9:00 A.M. local time on Friday, February 3, 2023. Only questions which change the scope of the proposal documents will be considered for addendum.

Specifications are on file in the Office of Procurement, DeSoto County Administration Building, 365 Loshier Street, Suite 340, Hernando, Mississippi, during normal business hours. Information concerning this proposal can also be found on the Procurement Page @desotocountymiss.gov or from EMAIL: procurement@desotocountymiss.gov. All proposals must comply with the specifications provided. DeSoto County reserves the right to amend the specifications, as necessary, and agrees to notify all having requested proposal packets from the DeSoto County Office of Procurement (Telephone 662-469-8024) or the County's RFP Agent (Environmental Business Services, LLC., from JimMcNaughton@comcast.net).

1. Preparation of Proposals. Proposals shall be typewritten or printed in ink and only on the forms provided. Proposals must be submitted in a sealed envelope or box. The person signing the proposal shall initial all corrections or erasures. Each person submitting a proposal pursuant to this RFP shall be referred to as a "Proposer" or "Respondent". A proposal may not be modified, withdrawn or canceled by the Proposer for a period of one hundred eighty (180) days following the date and time designated for receipt of proposals.

Respondents shall submit one (1) original and three (3) copies of their proposal along with a digital copy of the original proposal documents saved on a USB drive. The USB drive must be clearly labeled with the proposer's name. The original must be clearly marked and must contain the original signatures on all proposal forms. All proposal forms must be submitted

in a sealed envelope or box, addressed in conformance with the requirements of Item 5 of these Instructions, to:

DeSoto County Board of Supervisors
Attn: Office of Procurement
365 Loshier Street, Suite 340
Hernando, MS 38632

Proposals and all three (3) copies shall be submitted in a bound fashion (i.e. three ring binder etc.) and shall be organized with a table of contents and twelve (12) tabs numbered, containing information outlined as follows: 1. Cover Letter, 2. Proposal Security, 3. Advertisement for Proposals, Instructions to Proposers, and General Provisions and Specifications, 4. Addenda, 5. Disposal Facility Schedule and attachments, 6. Statement of Qualifications, 7. Performance Bond Surety Statement (Consent of Surety), 8. Certificate of Good Standing from the Mississippi Secretary of State, 9. Certificate of Insurance, 10. Corporate Certificate, 11. Sample Contract and 12. Proposal Forms. If a Proposer is missing any of the preceding information the appropriate tab should have one page behind it that states "None".

The goal of this RFP is to award a contract(s) that will provide the best and most comprehensive services to the County and result in the greatest benefit to the County. To meet this goal the County may consider alternate services proposed by the Proposers provided all other requirements (i.e. Proposal Security, Statement of Qualifications, etc.) of the RFP are met. If the Proposer desires to propose alternate services or takes other exceptions to the RFP documents, then such alternate services and exceptions shall be listed on the "Proposal Form" under the "Exceptions" section. If more space is required it shall be noted on the "Exceptions" section that additional pages are attached. Such additional pages shall be numbered (e.g. "Additional Exceptions page 1 of 2") and titled "Additional Exceptions" and be bound and placed immediately behind the Exceptions section. The County will dutifully consider all proposals and alternates from qualified proposers that are consistent with the County's goals.

2. Disposal Facility Schedule. The Proposer shall prepare and submit with its proposal a Disposal Facility Schedule (i.e. Schedule 3). The Schedule shall describe and provide information about the Disposal Facility to be utilized by the Proposer to fulfill the responsibilities related to the proposed Services. A Disposal Facility may be an MSW Landfill or Transfer Station permitted to accept MSW. The Schedule will be part of the final evaluation of proposals and shall be strictly adhered to by the Proposer if its proposal is accepted.

3. Acceptance and Rejection of Proposals; Award of Contract. The County reserves the right to reject any and all proposals, and to waive informalities in proposals which the Board determines do not affect the competitive nature of the process, and to select the proposal or proposals that, in the opinion of the County shall be the most qualified proposal, on the basis of: Responsiveness to the RFP (i.e. completion of the RFP documents); Disposal Price of Services including Fee Adjustments; Costs of using the of the Disposal Facility including travel costs from residential collection routes to the Disposal Facility;

Accessibility to the Disposal Facility including Turnaround Tipping Time, traffic/transportation issues to and from the Disposal Facility; Estimated remaining life/capacity of the Disposal Facility to fulfill the Contract Initial and Renewal Term(s); Experience of Proposer including personnel qualifications and experience, past performance with DeSoto County and quality of service with DeSoto County; Financial capabilities and Experience as outlined in the Statement of Qualifications of Proposer.

No work shall commence, nor shall any payments be made, until the successful Proposer has entered into a contract in writing with the County for the provision of Services, and the Contractor has provided adequate proof of bonding and insurance in the amounts specified in this RFP in forms acceptable to the County.

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

All information submitted in response to this Request for Proposals will be considered public information after award of the contract.

4. Marking of Proposals. Proposals must be clearly identified as such on the front of the sealed envelope or box in which the proposal is submitted, and the words "PROPOSAL FILE NO. 23-344-02 - Proposals for Solid Waste Disposal Services, RFP Deadline: 12:00 Noon Local Time on Friday, February 24, 2023" should be clearly written on the front of the envelope or box along with Proposer's name and address. Responsibility for timely submittal lies solely with the Proposer. Proposals submitted after 12:00 Noon Local Time on Friday, February 24, 2023 shall not be opened or considered.

5. Equal Opportunity and Nondiscrimination. It is a policy of DeSoto County to provide equal opportunity for public contracting to all qualified firms. Minority businesses will be afforded full opportunity to submit proposals in response to this request, and the County will not discriminate against minorities or minority businesses. The Contractor shall not discriminate against any person because of race, age, sex, creed, color, religion, or national origin.

6. Interpretation of Contract Documents. Should any Proposer find any discrepancies or omissions from the Specifications or in any other RFP documents, or should the Proposer be in doubt as to their meaning, the Proposer should notify and obtain an interpretation or clarification from the County's RFP Agent, Environmental Business Services, LLC ("EBS"). Every request for an interpretation and/or clarification, whether relating to Specifications or requirements, must be made in writing and addressed to the County's RFP Agent. Written inquiries may be submitted by United States Mail, overnight delivery service or email. The deadline for asking interpretations, clarifications or questions shall be on Friday, February 3, 2023 at 9:00 A.M. local time. Any interpretation or clarification given in accordance with such request and pursuant to this provision shall be made only by the County in consultation with the RFP Agent, and shall be in writing, with copies forwarded to all parties requesting RFP specifications. No oral interpretation, instruction or information given by any employee or agent of the County or the RFP Agent

shall be binding and may not be relied upon by any Proposer. The County reserves the right to officially modify, amend, supplement, alter or cancel this RFP at any time after issuance. Such modifications shall be made only by written addendum furnished by the County's RFP Agent, an acknowledgment of which must be submitted with the Respondent's proposal. The County's RFP Agent may be contacted as follows:

Environmental Business Services, LLC
5016 West Concord Road
Brentwood, TN 37027
Email: JimMcNaughton@comcast.net

7. Local Conditions Affecting Work. Before submitting any proposal, the Proposer should (a) inspect the area of the proposed work within the areas of the County, and (b) arrive at a clear understanding of the conditions under which the Services are to be provided. Each Proposer should become familiar with the factors that affect Acceptable Waste generation including type of housing, population density, collection procedures required, labor, and all other conditions and factors, local and otherwise, that would affect performance of the work proposed at the prices proposed. Such considerations should include the arrangement and condition of existing structures and facilities, the availability and cost of labor, and facilities for transporting, handling and storing of materials and equipment. Normal development, redevelopment, satellite areas and potential annexations by the Cities and extension of Services to Cities must also be considered. All such factors must be properly investigated and considered in the preparation of a proposal. No subsequent financial adjustment will be allowed for lack of such prior information.

The estimated amount of County Acceptable Waste for a 12-month period is outlined in Appendix 1. This information is furnished for the convenience of the Proposers and is considered as approximate only. The County makes no representation, warranty or guarantee of these estimates and these estimates are furnished without any liability on the part of the County or its agents. Any alterations in these estimates shall in no way invalidate any proposal or the prices therein.

8. Time of Completion. Except as otherwise provided for in the Contract Documents, the term of the Contract for Acceptable Waste Disposal shall be for ten (10) years beginning on October 1, 2025 and shall end on September 30, 2035 (the "Initial Term"); however, the Term shall automatically be extended and continue for up to two (2) renewal terms of ten (10) years each (each additional ten (10) year span a "Renewal Term") unless such Services are cancelled by the County with ninety (90) days prior written notice of the end of the Initial or any Renewal Term.

9. Proposal Security; Performance Bond. All Proposers are required to submit a Proposal Security made payable to the County in the amount of \$100,000.00 with the proposal. Such Proposal Security may be in the form of a certified or cashier's check drawn on a national or Mississippi Bank with a branch office located in DeSoto County or in the form of a bid bond by a corporate surety licensed to do business in Mississippi and acceptable to the County. Such Proposal Security shall remain valid for a minimum of one hundred eighty

(180) days from the RFP Deadline. Such Proposal Security shall be forfeited if the Proposer fails to comply with any of the Proposal Security requirements as follows:

1. Required to enter into a contract awarded to it by the County under this RFP.
2. Required to deliver a performance bond as required by the RFP.
3. Required to refrain from any discussions, meetings or other communications, written or oral (except for official contract negotiations and publicly called County Board Meetings), with any County official during the time period after the RFP Deadline date until the contract award date.
4. The requirement that the submitted Proposal was independently arrived at, without collusion, under penalty of perjury.
5. The requirement that no amount shall be paid directly or indirectly to an employee or official of the County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

The successful Proposer shall furnish within ten (10) days after notice of award a fully executed contract in the form attached hereto and a Performance Bond in the estimated annual amount of the Contract. The performance bond shall meet the requirements set forth in the General Provisions and Specifications and will serve as security for the faithful performance of the contract. The surety for the Proposal Security and the performance bond must be obtained through a reputable surety company satisfactory to the County and must be authorized to do business in the State of Mississippi countersigned by local agent. Consent of Surety from the bonding company shall be submitted with the proposal.

10. Initial Contract Fee. On the Delivery Date the Contractor shall be required to pay to the County the Initial Contract Fee as a part of the Contract. The Initial Contract Fee for the Solid Waste Disposal Services awarded pursuant to this RFP is \$25,000.00.

REQUEST FOR PROPOSALS (“RFP”) FOR SOLID WASTE DISPOSAL SERVICES
PROPOSAL FILE NO. 23-344-02
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III. DEFINITIONS.

For convenience of reference, the following shall constitute a glossary of terms which, when utilized in the Contract Documents, shall have the meaning set forth in this section as follows:

“Acceptable Waste” means Residential Waste and County Commercial Waste as defined herein but specifically excludes any Unacceptable Waste as defined herein.

“Act” means MISS. CODE ANN. § 31-7-13(m)(xxii) and (r) (Supp. 2022), which (r) States in part, “Before entering into any contract for garbage collection or disposal, contract for solid waste collection or disposal or contract for sewage collection or disposal, which involves an expenditure of more than Seventy-Five Thousand Dollars (\$75,000.00), a governing authority or agency shall issue publicly a request for proposals concerning the specifications for such services which shall be advertised for in the same manner as provided in this section for seeking bids for purchases which involve an expenditure of more than the amount provided in paragraph (c) of this section. Any request for proposals when issued shall contain terms and conditions relating to price, financial responsibility, technology, legal responsibilities and other relevant factors as are determined by the governing authority or agency to be appropriate for inclusion; all factors determined relevant by the governing authority or agency or required by this paragraph (r) shall be duly included in the advertisement to elicit proposals. After responses to the request for proposals have been duly received, the governing authority or agency shall select the most qualified proposal or proposals on the basis of price, technology and other relevant factors and from such proposals, but not limited to the terms thereof, negotiate and enter into contracts with one or more of the persons or firms submitting proposals. If the governing authority or agency deems none of the proposals to be qualified or otherwise acceptable, the request for proposals process may be reinitiated.”

“ANSI” means the American National Standards Institute.

“Agent” or “RFP Agent” means Environmental Business Services, LLC and its members.

“Applicable Law” means with respect to the performance by a party of its obligations hereunder, and any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, **funding**, permit, directive, interpretation, standard or similarly binding authority, which in any case, shall be enacted, adopted, promulgated, issued or enforced by a governmental body, regulatory agency and/or court of competent jurisdiction that relates to or affects the County, Cities, the Contractor and/or the Disposal Facility (or any portion thereof), or the performance by a party of its obligations hereunder. Applicable Law includes the laws of the State of Mississippi; Title VI & VII of the Civil Rights Act of 1964; the Equal Employment Opportunity Act and the regulations issued thereunder

by the federal government; and, the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.

"Bag" means plastic or paper sacks designed to store solid waste with sufficient wall strength to maintain physical integrity when lifted by the top, with the total weight (including contents) not to exceed the lesser of the manufacturers' specifications or sixty (60) pounds.

"Board" means the Board of Supervisors of DeSoto County, Mississippi.

"Bulky Waste" means furniture, water tanks, stoves, washing machines, clothes dryers, refrigerators and air conditioning units, and other white goods and household appliances. All Bulky Waste must have a gross weight per item of 60 pounds or less. It shall be the responsibility of owner of Residential and Commercial Units to require that all air conditioning units and other appropriate appliances are de-energized of chlorofluorocarbons (CFCs) and properly tagged certifying that such items are de-energized of CFCs prior to being placed for collection. Bulky Waste that is not properly de-energized and tagged shall be considered Unacceptable Waste.

"Change in Law" means the enactment, adoption, promulgation, modification or repeal subsequent to the date of rule, regulation or similar legislation (excluding any host community benefits adopted by any municipality) or any change in interpretation or enforcement thereof by any federal, State or other governmental body other than the parties to the Contract which materially alters the ability of the parties to adhere to the obligation of the Contract. Notwithstanding the above to the contrary, if the enactment, adoption, promulgation or modification of any such environmental legislation was officially proposed as of January 17, 2023, such environmental legislation shall not constitute a "Change in Law," or if any such environmental regulations, code or rule has been published for comment as of January 17, 2023, such environmental regulation, code or rule shall not constitute a "Change in Law."

"City" and "Cities" means the cities of Southaven, Horn Lake, Olive Branch, Hernando and the Town of Walls, Mississippi.

"Closure Date" means the beginning date that the Disposal Facility and/or Disposal Site will no longer be active and can no longer accept MSW.

"Collection" means (a) the process of picking up solid waste and recyclable materials from a customer that generates such waste and materials and (b) the process of transporting and delivering the solid waste and recyclable materials to a solid waste management facility

"Collection Service" means one or more of the services provided by a contractor for the collection of solid waste and recyclable materials pursuant to a contract with the County and/or Cities.

"Commencement Date" means the date the Contractor begins performing Services pursuant to the Contract Documents.

“Commercial Unit” means any commercial, governmental, industrial or institutional establishment and all other buildings or premises other than Residential Units located within the County. A multi-family residential complex (townhouses, condominiums, or apartments) with more than four (4) units is a Commercial Unit.

“Commercial Waste” means any and all Solid Waste generated by a Commercial Unit and specifically excludes Unacceptable Waste as defined herein.

“Construction Debris” means waste building materials resulting from construction, remodeling, repair or demolition operations performed by the homeowner and not a contractor at a Residential Unit.

“Contract Year” means a successive twelve-month period commencing for the first year on the Commencement Date and thereafter annually on the anniversary of the Commencement Date, except that the final Contract Year shall be for a period that ends on the expiration date or other termination date of this Contract.

“Contract Documents” means and includes the Advertisement of the Request for Proposals, Instructions to Proposers, General Provisions and Specifications, the executed Contract form with all required attachments, Contractor’s Proposal Form and information submitted therewith, any addenda or changes to the foregoing documents agreed to in writing by the County and the Contractor, the resolution of the County authorizing the Services, the performance bond and the insurance certificate.

“Contractor” means the person who agrees pursuant to the terms and conditions of a contract between such Person and the County to perform the Services on behalf of the County required by this Request for Proposals.

“County” means the DeSoto County, Mississippi.

“County Facility or Facilities” means any governmental or institutional establishment of the County and all other buildings or premises owned, leased or otherwise controlled by the Board or County.

“County Commercial Waste” means Commercial Waste generated by County Facilities participating in the Contract.

“CPI” means the Consumer Price Index for Urban Consumers (CPI-U) “Garbage and trash collection” index (published by the Bureau of Labor Statistics, U.S. Department of Labor).

“Dead Animals” means animals or portions thereof equal to or greater than 10 pounds in weight that have expired from any cause, except those slaughtered or killed for human consumption. Dead Animals greater than 10 pounds are not considered as Residential Waste under this RFP and are not required to be disposed of by the Contractor.

“Delivery Date” means the date the parties execute the Contract Documents.

“Disaster Debris” means any solid waste resulting from a flood, ice storm, wind storm, tornado, or other act of God. In the event that any disaster debris collection is required as a result of a flood, ice storm, windstorm, tornado, or other act of God the County may contract separately for the disposal of such Disaster Debris.

“Disposal Price” means the amount payable to the Contractor for or with respect to the provision of Disposal Services.

“Disposal Facility” means the Municipal Solid Waste Landfill and/or Transfer Station, detailed on Schedule 3 hereof, supplied by the Contractor pursuant to these Contract Documents.

“Disposal Site” means the Contractor’s Municipal Solid Waste Landfill detailed on Schedule 3 hereof to be utilized for final disposal for Solid Waste collected pursuant to the Contract Documents.

“Dumpster” means a metal or high-impact UV stabilized polyethylene receptacle used in the mechanical pickup of Commercial Waste having a capacity of two (2) to eight (8) cubic yards for Small Dumpsters and fifteen (15) to forty (40) cubic yards for Large Dumpsters.

“E-Verify” means Section 71-11-3 of the Mississippi Code of 1972, as amended, regarding the status verification of all employees. Proposer and Contractor must show proof of compliance with E-Verify in its proposal.

“Fee(s)” means the fees or amounts payable to the Contractor for or with respect to the provision of Services, as set forth in the Contract Documents.

“Garbage” means putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food, including wastes from markets, storage facilities, handling and sale of produce and other food products, and excepting such materials that may be serviced by garbage grinders and handled as household sewage.

“Hazardous Wastes” means any waste or combination of waste of a solid, liquid, contained gaseous, or semisolid form which, because of its quantity, concentration or physical, chemical or infectious characteristics, may (i) cause, or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or (ii) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed which are listed by the Environmental Protection Agency as hazardous wastes which exceed the threshold limits set forth in the Environmental Protection Agency regulations for classifying hazardous waste. Such wastes include, but are not limited to, those wastes which are toxic, corrosive, flammable, irritants, strong sensitizers, or which generate pressure through decomposition, heat or other means. Such wastes do not include those radioactive materials regulated pursuant to the Mississippi Radiation Protection Law of 1976, appearing in Section 45-14-1

et seq.

“Industrial Waste” means solid waste generated by manufacturing or industrial processes that is not a hazardous waste regulated under Subtitle C of RCRA. Such waste may include, but is not limited to, waste resulting from the following manufacturing processes: Electric power generation; fertilizer/agricultural chemicals; food and related products/by-products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing/foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment.

“Infectious Medical Waste” means solid or liquid wastes, which may contain pathogens with sufficient virulence and quantity such that exposure to the waste by a susceptible host has been proven to result in an infectious disease. Such waste may include, but is not limited to, cultures and stocks of infectious agents; blood and blood products; pathological wastes; contaminated carcasses, body parts and bedding of animals exposed to pathogens or medical research; all discarded sharps (e.g. hypodermic needles, syringes, Pasteur pipettes, broken glass and scalpel blades); and, other wastes determined infectious by the generator or so classified by the State Department of Health.

“Initial Contract Fee” means the amount payable by the Contractor to the County on the Delivery Date. The Contractor is required to pay to the County the Initial Contract Fee as a part of the Contract. On the Delivery Date the Contractor shall be required to pay to the County the Initial Contract Fee(s) as a part of the Contract. The Initial Contract Fee for the Solid Waste Disposal Services is \$25,000.00.

“Landfill” means a controlled area of land upon which solid wastes are deposited, compacted, and covered with no on-site burning of wastes, and which is so located, contoured, drained and operated so that it will not cause an adverse effect on public health or the environment. This term includes MSWLF units and other landfills, but not sites which receive only rubbish.

“Liquid Waste” means any waste material that is determined to contain “free liquids” as defined by Method 9095 (Paint Filter Liquids Test) as described in “Test Methods for Evaluating Solid Wastes. Physical/Chemical Methods” (EPA publication number SW-846).

“Medical Waste” means all waste generated in direct patient care or in diagnostic or research areas that is non-infectious but aesthetically repugnant if found in the environment.

“MDEQ” means the Mississippi Department of Environmental Quality or any successor or assign.

“Minority” means a socially and economically disadvantaged small business concern organized for profit performing a commercially useful function which is owned and controlled by one or more individuals or minority business enterprises certified by the office, at least seventy-five percent (75%) of whom are resident citizens of the State of Mississippi.

For purposes of this paragraph, the term “socially and economically disadvantaged small business concern” shall have the meaning ascribed to such term under the Small Business Act (15 USCS, Section 637(a)). Owned and controlled means a business in which one or more minorities or minority business enterprises certified by the office own at least fifty-one percent (51%) or in the case of a corporation at least fifty-one percent (51%) of the voting stock and control at least fifty-one percent (51%) of the management and daily business operations of the business.

“Municipal Solid Waste” or “MSW” means any nonhazardous solid waste resulting from the operation of residential, commercial, governmental, industrial or institutional establishments except oil field exploration and production wastes and sewage sludge.

“Municipal Solid Waste Landfill” or “MSW Landfill” means a discrete area of land or an excavation that receives Acceptable Waste (including ash from a municipal solid waste combustion facility) and that is not a land application unit, surface impoundment, injection well, or waste pile, as those terms are defined under 40 CFR Part 257.2. An MSWLF unit also may receive other types of RCRA Subtitle D wastes, such as Commercial Waste, Sludge, small quantity generator waste, Special Waste and Industrial Waste. Such a landfill may be publicly or privately owned.

“Nonputrescible” means not being putrid, rotten or odorous, such as limbs, leaves, pine straw, etc.

“Notice of Violation” or “NOV” means any written notification from a governmental entity of a violation of applicable law or regulation, whether by letter, memorandum, legal or administrative pleading, or other written communication.

“OSHA” means the Occupational Safety and Health Act and all implementing rules and regulations.

“Permit(s)” means the applicable approvals, permits, authorizations, certifications, and licenses issued by federal, State or local governmental authorities required by the Contractor for the operation and maintenance of the Disposal Facility and Disposal Site used for final disposal for Solid Waste collected pursuant to the Contract Documents.

“Person” means every natural person, firm, partnership, association, corporation or solid waste authority whether public or private.

“Putrescible Wastes” means solid wastes, which are capable of being decomposed by microorganisms with sufficient rapidity to cause nuisances from odors or gases.

“Processing facility” means a facility, other than a composting facility or transfer station used to sort, shred, grind, bale, treat or otherwise process solid waste. The term does not include facilities which receive and manage only recyclable components of solid wastes that are removed at least annually.

“Recyclables” means those waste items specified by the County or City for separate collection, transport to and accepted by the designated Recyclable Materials disposal facility. A Collection Service will collect those Recyclables that are accepted at a designated Recyclable Materials disposal facility. Such materials may include newspaper, paper, cardboard, aluminum, metal cans and plastics with recycling emblems 1 – 7. Other recyclables may be collected by the County and/or Cities pursuant to their recycling programs.

“Refuse” is a comprehensive term meaning something rejected or discarded as worthless or useless including, but not limited to, packaging, paper, rags, cartons, wood, rubber, plastics, glass, crockery, metal cans and other similar discarded household materials excluding Unacceptable Waste.

“Regulated hazardous waste” means a solid waste that is a hazardous waste, as defined in 40 CFR Part 261.3, that is not excluded from regulation as a hazardous waste under 40 CFR Part 261.4(b) or was not generated by a conditionally exempt small quantity generator as defined in 40 CFR Part 261.5.

“Rejected Recyclables” means those waste items specified by the County or City for separate collection, transport to the designated Recyclable Materials disposal facility but are rejected by the designated Recyclable Materials disposal facility.

“Residential Unit” means a single or multiple family dwelling within the unincorporated limits of the County and/or City participating in this Contract.

“Residential Waste” means garbage, trash and bulky waste generated in the normal operation of a Residential Unit and excludes Unacceptable Waste and Recyclables. The term “Residential Waste” also includes small amounts of Commercial Waste and Rubbish that is normally collected along with Residential Waste. Such small amounts of Commercial Waste would include waste collected from churches, volunteer fire departments and small commercial units without dumpsters.

“Rubbish” means Yard Waste, Construction Debris and other non-putrescible Solid Wastes (excluding ashes) including, but not limited to, cartons, wood, furniture and similar material.

“Rules and Regulations” means the Contractor’s rules and requirements with respect to the operation of the Disposal Facility as set forth in Schedule 3. Such Rules and Regulations as they govern the County’s use of the Disposal Facility cannot not be modified without the prior approval of the County Board.

“Service Area” means the geographic area of DeSoto County, Mississippi.

“Solid Waste” means any garbage, or refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations, and from community activities, but does

not include solid or dissolved materials in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. 1342, or source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (68 Stat. 923).

"Sludge" means any solid, semi-solid, or liquid waste generated from a municipal, commercial, or industrial wastewater treatment plant, water supply treatment plant, or air pollution control facility exclusive of the treated effluent from a wastewater treatment plant.

"Stable Matter" means all manure and other waste matter normally accumulated in or about a stable, or an animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

"State Approved Disposal Facility" means a solid waste landfill, processing or composting facility that meets all applicable federal and State environmental requirements and regulations.

"Ton" means a short ton of 2000 pounds.

"Tons per day" means the average number of tons delivered over a specific calendar period. For purposes of calculating this average all Saturdays, Sundays and Holidays shall not be counted therefore a normal week without a Holiday shall have 5 days and a non leap year shall have 256 days, the average month will have 21.3 days. Unless otherwise specified to the contrary, the term "tons per day" shall mean this average computed on a monthly basis.

"Transfer Station" means a fixed facility used for the primary purpose of consolidating MSW from smaller solid waste transportation vehicles to a tractor-trailer specifically designed to transport solid waste long distances to a Municipal Solid Waste Landfill.

"Turnaround Tipping Time" means the total time required to complete the process for a collection vehicle to que outside of a disposal facility, enter a disposal facility, empty its load and leave the disposal facility. It does not include break-time or breakdown time within a disposal facility.

"Unacceptable Waste" includes Hazardous Waste, Regulated Hazardous Waste, Infectious Medical Waste, Industrial, Liquid, Medical Waste, sludge, motor oil, batteries, gasoline, paint, rubber tires or other solid or liquid waste specifically prohibited for disposal at the Disposal Facility by MDEQ or any other regulatory agency having jurisdiction over such landfill, in accordance with Applicable Law.

"Yard Waste" means the leaves, grass cuttings, weeds, garden waste, tree limbs, and other vegetative wastes generated at residential, commercial, institutional, governmental, or industrial properties.

Terms Generally. Whenever the context may require, any pronoun which is used in the RFP Documents, Contract Documents and Contract shall include the corresponding masculine,

feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise specifically noted, the words “include”, “includes”, and “including” as used herein shall be deemed to be followed by the phrase “without limitation”. The words “agree”, “agreements”, “approval” and “consent” as used herein shall be deemed to be followed by the phrase “which shall not be unreasonably withheld or unduly delayed” except as specifically noted.

IV. SCOPE OF SERVICES

A. CONTRACTOR'S OBLIGATIONS, OPERATION AND MAINTENANCE OF DISPOSAL FACILITY.

(a) General. The Contractor shall accept during the Hours of Operation and dispose of at the Disposal Facility all:

(i) Residential Waste delivered to the Disposal Facility by or on behalf of (i.e. by a contractor) the County or City

(ii) County Commercial Waste delivered to the Disposal Facility by or on behalf of (i.e. by a contractor) the County

(b) Before the Commencement Date, the County shall provide the Contractor a list of vehicles that are authorized by the County to utilize the Disposal Facility pursuant to the Contract Documents and Contract. Changes to the authorized list shall only be made and approved by the Contract Administrator. Changes may be made verbally but shall be followed up in writing (email) to the Contract Administrator within 24 hours. The Contractor shall be responsible to maintain the list of authorized vehicles. Any vehicle not authorized by the County attempting to dispose of waste at the Disposal Facility pursuant to these Contract Documents is an "unauthorized vehicle". The Contractor shall notify the Contract Administrator of unauthorized vehicles attempting to use the Disposal Facility.

(c) The Contractor shall not accept Rejected Recyclables without prior notice and approval of the Contract Administrator.

(d) Disposal Facility Control. At all times during the Term, the Contractor shall own or otherwise have control of the Disposal Facility.

(e) Disposal Facility Generally. The Disposal Facility shall at all times be in compliance with all Applicable Laws and Government Approvals and shall include fencing, signs, security, fire protection and similar safety measures. The Contractor shall bear all costs of engineering, consulting, permitting, utilities, interconnections, materials, labor, damages, fines and penalties associated with the Disposal Facility and the related equipment.

(f) Design, Permitting, Financing, Acquisition and Construction of Disposal Facility. The Contractor shall bear all costs of design, permitting, financing acquisition, and construction of the Disposal Facility and the related equipment, including costs of design, engineering, consulting, permitting, construction, utilities, interconnections, materials, labor, damages, fines and penalties.

(g) Disposal Facility Operating Costs. The Contractor shall acquire at its own cost and expense all machinery, equipment, rolling stock, furniture, electronic equipment, computers, software, databases and other equipment necessary or appropriate for performing the Services under the Contract.

(h) Installation of Weighing Facilities. The Contractor shall acquire, install and maintain at its sole cost and expense weighing facilities with sufficient redundancy to ensure continuous availability during the Contract. Such weighing facilities shall be certified and operated by Contractor in accordance with Applicable Law.

(i) Operation of Disposal Facility. The Contractor shall operate and maintain the Disposal Facility (i) in a safe and sound manner, (ii) in a manner that permits weighing and delivery of Acceptable Waste from the County at all times during the Hours of Operation, (iii) in a manner that will permit weighing, delivery and exiting of County vehicles delivering Acceptable Waste in a reasonable time without delay, (iv) in a manner that permits identification and rejection of waste that is not Acceptable Waste, and (v) as otherwise required by Applicable Law. The Contractor shall be responsible for maintaining and renewing all Permits required for operation of the Disposal Facility in effect at all times and operating the Disposal Facility in accordance with Applicable Law.

(j) Weighing and Identification of Vehicles. All vehicles delivering Acceptable Waste shall be identified in a manner to be mutually agreed to by the County and the Contractor. The Contractor shall weigh each vehicle delivering Acceptable Waste to the Disposal Facility and maintain records of the vehicle identifications (i.e. contractor name and truck number) and weights of Acceptable Waste delivered to the Disposal Facility. The Contractor shall only allow vehicles authorized by the County to deliver or dispose of waste at the Disposal Facility pursuant to the County's agreement with the Contractor. The Contractor shall report to the Contract Administrator County vehicles not complying with the Contractor's Rules and Regulations and unauthorized vehicles attempting to delivery under the County's contract with the Contractor. The Contractor shall weigh each County vehicle delivering and maintain a record of the tare weight of each such vehicle.

(k) NOTHING HEREIN SHALL ENTITLE THE CONTRACTOR TO ANY CLAIM TO A SERVICE CHARGE INCREASE FOR LOST PROFITS OR FOR ANY OTHER COMPENSATION WHATSOEVER IN THE EVENT THAT ACTUAL WASTE QUANTITIES AND COMPOSITION DELIVERED TO AND PROCESSED UNDER THIS CONTRACT ARE MORE OR LESS THAN HISTORICAL QUANTITIES OR COMPOSITIONS OR ANY PROJECTION OF FUTURE QUANTITIES AND COMPOSITIONS THAT MAY BE CONTAINED HEREIN.

(l) Performance Guarantees. The Contractor shall operate the Disposal Facility such that and the Contractor guarantees that (i) the Disposal Facility will accept and process all Acceptable Waste delivered, or caused to be delivered, by County during the Contract Initial or Renewal Terms.

(m) Contractor's Rejection Obligations. The Contractor may reject any Unacceptable Waste. The Contractor shall promptly notify the Contract Administrator of any waste rejected pursuant to this section and the identity of the vehicle delivering such waste.

(n) Closure Date Notification. The Contractor shall provide the County two (2) years prior notice of the Closure Date of all Disposal Facilities. Such Closure Date

Notification shall be sent in writing and addressed to the President of the Board, with a copy sent to the County Administrator.

B. BASIS AND METHOD OF PAYMENT:

(a) Residential Waste – The County shall pay the Contractor for Residential Waste disposed of at the Disposal Facility in accordance with the Contract Documents.

(b) County Commercial Waste – The Person delivering County Commercial Waste to the Disposal Facility shall be responsible for payment to the Contractor for those services.

(c) For payments required by the County in consideration for Contractor's performance of the Contract Work as herein contemplated, the County will pay Contractor, in current United States Funds, the monthly sums set forth in the Contract. The Contractor shall invoice the County monthly in arrears for all Services provided in the preceding month. The invoice shall reflect the current per unit pricing multiplied by the actual number of tons of Acceptable Waste delivered by the County to the Contractor's Disposal Facility in accordance with the specifications herein. The Contractor shall be paid within forty-five (45) days of the County's receiving an invoice from the Contractor that is approved by the Contract Administrator. Invoices must be received by the 20th of the month to be processed in a timely fashion. Payment due the Contractor shall be based on the approved invoice less any deductions as specified herein.

The County's acceptance of any payment from the Contractor, or the County's deduction of any amount from any payment due to the Contractor, shall not be construed as an accord that the amount paid is the correct amount, nor shall it be construed as a release of any claim the County may have for additional sums payable from the Contractor.

At any time, the County may recalculate and collect any amounts that are payable to the County under these Contract Documents, plus Interest, and all costs of collection, including attorneys' fees and court costs.

At its expense, the County may inspect, copy and audit any books, records and documents of the Contractor, whether kept in an electronic (digital) format or otherwise, that are relevant to the calculation of the amounts due and payable under these Contract Documents.

(d) Payments required by other Persons shall be subject to the Contractor's Rules and Regulations.

FEES: The Proposer shall specify on the Proposal Form the Disposal Price for providing Services for waste delivered and disposed at the Disposal Facility. The Disposal Price set forth on the Proposal Form shall be guaranteed to be all-inclusive including all fees and all profit and cost, including but not limited to, rent, labor, depreciation, postage, fuel, fuel surcharge, tires, taxes, overhead, administration, corporate overhead, fines, penalties, assessments, premiums, fees, permits, environmental fees, host fees, solid waste disposal

fees, franchise fees, container costs and, unless specifically otherwise indicated, include costs for disposal (including all taxes and fees) at the Disposal Facility for Contract Waste disposed of pursuant to the Contract Documents. The Fees shall be subject to adjustment only in accordance with the provisions of the Contract Documents.

C. HOURS OF OPERATION AND HOLIDAYS.

Hours of Operation – At a minimum, the Contractor shall keep the Disposal Facility open to accept Acceptable Waste for disposal Monday through Friday of each week the between the hours of 8:00 A.M. and 5:00 P.M. local time. The Contractor shall allow the County access to the Disposal Facility on Saturdays during weeks in which Holidays occur, if required, to allow the County to complete its residential solid waste collection services.

Holidays - For the purposes of these Services, the Contractor may observe the following holidays by closing the Disposal Facility: New Years Day, Independence Day, Thanksgiving Day and Christmas Day. No other Holidays shall be observed by the Contractor unless approved by Board.

V. GENERAL REQUIREMENTS AND CONDITIONS OF SERVICES

(1) The Contractor shall maintain an office at the Disposal Facility and shall have a toll-free or local telephone number within the local calling distance of the County. An attendant shall answer telephone calls between the hours of 8:00 A.M. and 5:00 P.M. on all regularly scheduled days, Monday through Friday, excluding permitted Holidays. The Contractor shall provide the County with an after-hours and emergency contact information for Contractor personnel that are available for emergency or after-hours issues that may arise. Such contact information shall be kept current and maintained by the Contractor.

(2) The Contractor shall assign a qualified person or persons to be in charge of its performance of this Contract, and shall advise the County of such person or persons in advance and when any changes occur. The Contractor's agent shall be available at least once each working day to receive schedule changes or complaints from the County. The Contractor shall reasonably endeavor to resolve all complaints within twenty-four (24) hours after receipt of each complaint. The Contractor shall complete a complaint form substantially in the form attached hereto in Appendix 2 and a complaint log. The Contractor shall submit the following information to the Contract Administrator on a weekly basis relative to the resolution of complaints:

- (a) Date complaint received
- (b) Name and address of complaint
- (c) Nature of complaint
- (d) Date complaint resolved
- (e) How the complaint was resolved

(3) Adverse weather that is not in the nature of a Force Majeure shall not be considered reason for not providing the Services unless approved by the Contract Administrator.

FEE ADJUSTMENTS

(a) *Adjustment of Disposal Prices.* On October 1, 2026, and on each October 1st thereafter, the Contractor may adjust the Disposal Prices based upon any increase or decrease in the costs of living as provided below. The Fees may be adjusted annually by the net changes in the “Garbage and trash collection” index from Table 2 of the Consumer Price Index for All Urban Consumers (CPI-U) – U.S. city average, by detailed expenditure category (published by the Bureau of Labor Statistics, U.S. Department of Labor) (the “CPI”) issued most recent to the year of the request and the prior year’s CPI. Adjustments to the Fees will only be made in units of hundredths of a dollar; fractions of a cent will not be considered in making adjustments. Any adjustment to the Fee shall be limited to 90% of the change in CPI and shall be limited to a cap of 3.0% per year.

The CPI for the month of May of the calendar year preceding the then current calendar year shall be the base number and the corresponding index number for the month of May for the current calendar year shall be the current number. Any increase or decrease shall be multiplied by the unit price for the immediately preceding contract year according to the “Adjustment Formula” as outlined in Schedule 2. The recalculated price shall be effective as of the anniversary of the next period after the County receives written notice of the recalculation. A change may be made only once in any twelve-month period. The County may give notice of a decrease in the same manner as the Contractor may give notice of an increase. No mid-year adjustments will be made except to correct errors. If an error is found, the quantity adjustments will be effective from the date when both parties agree upon the adjustment.

(b) *General Procedures for Price Increases.* Except as otherwise provided for herein, the Fees payable by the County to the Contractor may be adjusted not more frequently than annually on the anniversary date of the Contract. A written accounting from one party, which describes the increased or decreased expenses must be submitted to the other party a minimum of sixty (60) days prior to October 1st of any contract year. No adjustment to the compensation payable to the Contractor shall become effective without the approval of the Board of Supervisors. Such approval shall not be withheld or delayed unreasonably or contrary to the terms of the Contract. The initial rate shall take effect on the Commencement Date and rate adjustments for succeeding years shall take effect on each successive October 1st beginning October 1, 2026. Monthly payments due by the County to the Contractor shall be adjusted to compensate for such annual rate increases or decreases.

(c) *Additional Adjustments.* In addition to the price adjustments set forth above, in the event (i) the Contractor becomes liable for or is required to collect and/or pay any governmental tax or surcharge upon the disposal of contracted materials which are assessed subsequent to the Commencement Date, or (ii) the cost of rendering the Services is increased or decreased due to changes in Applicable Law the amount of such tax, fee, surcharge or increased or decreased cost may be offset by adjustment to the rates paid the Contractor pursuant to this Contract subject to the approval of the Contract Administrator and Board of Supervisors of the County, such approval not to be unreasonably withheld. The Contractor

shall present to the Contract Administrator and Board of Supervisors of the County appropriate documentation of such tax, surcharge or increased or decreased cost. Except for the “*Additional Adjustments*” outlined in (c)(i) and (ii), no other price adjustments shall be permitted under the Contract due to a change in law.

(d) *Annexations.* In accordance with Mississippi Code §17-17-5 (titled “Local governing bodies to provide for collection and disposal of garbage and rubbish; contracts; regulation of sanitary landfills; annexation”), in the event an annexation or de-annexation such changes to the Contract, if any, shall be effective within five (5) years of the final non-appealable order of such annexation or de-annexation.

TITLE TO WASTE

Title to Acceptable Waste disposed of hereunder shall pass to the Disposal Facility when such Acceptable Waste is delivered to the Disposal Facility by the County. Title to and liability for any Unacceptable Waste shall always remain with the generator generating the Unacceptable Waste.

LICENSES

It shall be the Contractor’s responsibility to secure all licenses and permits that may be required by Applicable Law for providing and completing the Services. The Contractor must show evidence that it is qualified and licensed to do business in the State of Mississippi, and is able to maintain all Permits required by Applicable Law.

INSURANCE

The insurance coverage specified herein shall be the minimum requirements. These requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. The Contractor shall procure and maintain, at its sole cost and expense, any additional types and limits of insurance coverage as the Contractor may, in its sole judgment, deem necessary or proper.

In all insurance policies, the County shall be named as an additional insured, at no cost to the County. The insurance will also contain cancellation provisions requiring that a minimum of thirty- (30) days prior written notice be given to the County before any cancellation. The ACORD certificate must require the insurer to give the County at least thirty- (30) days prior written notice prior to any cancellation or alteration except for nonpayment of premium, which shall be in accordance with State statute. The Contractor must deliver certificates of insurance to the County prior to commencing any work under the Contract. The Contractor shall provide to the County annually updated certificates of insurance evidencing the coverage required by this Contract. All policies of insurance must be issued by companies satisfactory to the County and must be fully licensed to provide insurance in the State of Mississippi. The Contractor shall name the County as an additional insured for its performance of duties under the contract as an endorsement.

A contract will not be executed unless a certificate of insurance evidencing above-described coverage is provided. Failure to comply during the entire period of the contract shall be deemed to be a breach of the contract. Should the Contractor's insurance expire during the life of this contract, the Contractor is responsible to submit a new certificate covering the remaining period of the contract. No payment will be made on a contract with an expired insurance certificate. Certificates of Insurance should be made out to the DeSoto County Board of Supervisors.

The Contractor shall secure and maintain throughout the term of the Contract the following coverage:

- (a) Comprehensive General Liability and Property Damage Insurance covering all of the Contractor's operation in connection with the performance of this Contract in amounts for comprehensive general liability including bodily injury and property damage with limits of not less \$1,000,000 per occurrence with an aggregate limit of \$2,000,000 for all damages arising during the policy year.
- (b) Automobile public liability insurance in the amount of not less than \$1,000,000 combined single limit for claims arising from the use of (i) the Contractor's own automobiles and trucks; (ii) hired automobiles and trucks; and (iii) automobiles and trucks owned by subcontractors.
- (c) Employer's Liability Insurance in the amount of not less than \$1,000,000.
- (d) Workers' Compensation: Statutory Limits - Contractor shall comply with all applicable Workers' Compensation laws set forth in MISS. CODE ANN. § 371-3-1 et. seq.
- (e) Umbrella liability insurance in the amount of \$5,000,000.

A Certificate of Insurance evidencing the coverage set forth in the Specifications must also accompany each Proposal.

SCHEDULE OF OPERATIONS, EQUIPMENT AND PERSONNEL

The Contractor shall use competent, qualified personnel to provide the services required by these Contract Documents. The Contractor shall devote sufficient personnel, time and attention to its operations under these Contract Documents to ensure that its performance will be satisfactory to the County.

Contractor shall appoint an employee to serve as the Contract Manager. The Contract Manager shall be the Contractor's primary point of contact with the County for all technical and administrative matters pertaining to these Contract Documents. The Contract Manager must have at least five (5) years of prior solid waste managerial experience with programs of this nature and size. The Contract Manager shall have the authority to make significant decisions relevant to the day-to-day operation of Contractor's program under these Contract Documents. The Contract Manager shall have direct access to the Contractor's management for resolving problems beyond the Contract Manager's authority. At all times during the term of these Contract Documents, the Contract Administrator shall have immediate access to the

Contract Manager by telephone and electronic mail. The Contract Manager shall be responsible for overseeing and implementing the Contractor's performance under these Contract Documents.

The Contractor shall cooperate with the County in every reasonable way to facilitate the successful completion of the activities contemplated under these Contract Documents. The County shall have twenty-four (24) hour access to the Contractor's Contract Manager via telephone and electronic mail from the County. Answering machines, pagers, or other devices that do not provide for immediate contact with the Contractor's Contract Manager shall not satisfy the requirements of this paragraph. The Contractor's Contract Manager shall meet with the Contract Administrator within three (3) Operating Days after receiving a request for a meeting to discuss the Contractor's performance under these Contract Documents or other issues of concern to the Contract Administrator.

The Contractor shall provide adequate and sufficient garages, shops and yards to provide all weather year-round operation and to adequately clean and maintain equipment. All equipment and facilities used by the Contractor shall be kept and maintained in sanitary condition and in good repair.

All of the Contractor's employees shall be qualified and appropriately trained for the tasks assigned to them. The Contractor shall provide refresher courses and additional training to its employees, as needed, to ensure compliance with the requirements of these Contract Documents and all Applicable Laws. Upon request, Contractor shall supply Contract Administrator with a copy of training materials.

All personnel utilized by the Contractor shall be competent, skilled and qualified in the performance of the work to which they are assigned. Such personnel shall maintain a courteous and respectful attitude toward the public at all times. At no time shall they solicit, request, or receive gratuities of any kind. The Contractor shall direct its personnel to avoid loud and/or profane language at all times during performance of their duties. Any personnel of the Contractor who engages in misconduct or is incompetent or negligent in the proper performance of their duties or who is dishonest, disorderly, intoxicated or discourteous shall be subject to discharge by the Contractor.

Notwithstanding the foregoing, the Contractor shall not be required to take any action with regard to the Contractor's personnel that would violate any Applicable Law. The Contractor shall defend, save, and hold the County and its agents harmless from and against legal actions by any employees so removed.

The Contractor shall comply with all Applicable Laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, antidiscrimination laws, immigration laws, the Americans with Disabilities Act, the Family Medical Leave Act and the Fair Labor Standards Act.

The County and its Contract Administrator shall have the right to inspect the Contractor's facilities and operations at any reasonable time to determine whether the Contractor's

performance complies with the requirements of these Contract Documents. The Contractor shall make its facilities and operations available for the County's inspection and shall cooperate fully.

GENERAL RECORD KEEPING AND REPORTING REQUIREMENTS

The Contractor shall be solely responsible for keeping all of the records and documents necessary to demonstrate that Contractor has performed its duties in compliance with the requirements in these Contract Documents. The Contractor's records shall be accurate, well-organized and up-to-date at all times. The Contractor's records concerning its performance under these Contract Documents shall be kept in the Contractor's office for at least three (3) years following the termination of these Contract Documents.

All of the Contractor's reports to the County shall be submitted in an electronic (digital) formats that are compatible with the County's software. Hard copies also shall be provided, if requested by the Contract Administrator, or if they are expressly required herein. The format and content of the Contractor's reports are subject to the Contract Administrator's approval. When required by Applicable Law the reports shall be signed by the Contract Manager or other duly authorized representative of the Contractor.

The Contractor shall prepare the reports identified in these Contract Documents. All of the Contractor's reports shall be maintained in an electronic format that is compatible with the County's software systems. All reports shall be submitted by the Contractor to the Contract Administrator without demand according to the designated timeframe; provided, however, upon request, the information in the reports shall be provided to the Contract Administrator within three (3) business days. The general format and content of the Contractor's reports shall be subject to the Contract Administrator's approval.

Annual Report - Contractor shall submit an annual report to the Contract Administrator no later than January 1st after the end of each Contract Year. At a minimum, the annual report shall include the following information: (a) aggregate information on the types, amounts (in tons) by category (i.e. Residential Waste and County Facility Waste) and sources of waste (by County and City) received at the Disposal Facility during the preceding Contract year; (b) estimated Closure Date of the Disposal Facilities; (c) estimated remaining capacity and life of the Disposal Facility in: (i) acres remaining, (ii) tonnage airspace remaining and (iii) active life remaining in years; (d) and other such information reasonably required by the County. Such Annual Report shall be signed and certified as true and correct by an authorized officer or agent of the Contractor.

Accident Report - Contractor shall notify the Contract Administrator of any accidents involving both the County's and Cities' staff, vehicles, or equipment that occur while the Contractor is performing services under these Contract Documents. In all such cases, oral notice shall be provided as soon as reasonably possible but not more than twenty-four (24) hours of the accident and a written report shall be provided to the Contract Administrator within three (3) business days of the accident. The oral and written reports shall include the date and time of the event, a description of the event, an estimate of the damages and injuries

(if any) caused by the event, and a description of how the event and any associated damages and injuries were handled or will be handled.

NOV Report - The Contractor shall report to the Contract Administrator any Notice of Violation ("NOV") that is served upon the Disposal Facility with three (3) business days of the Contractor's notice of such NOV. A "Notice of Violation" or "NOV" means any written notification from a governmental entity of a violation of applicable law or regulation, whether by letter, memorandum, legal or administrative pleading, or other written communication.

Contractor shall cooperate with the Contract Administrator and provide every reasonable opportunity for the County to ascertain whether the duties of the Contractor are being performed properly. Contractor shall promptly provide any information, in addition to that required explicitly by these Contract Documents, that the Contract Administrator or the Contractor deem relevant under the circumstances.

Site Visits and Record Review - During the normal Hours of Operation with reasonable notice to the Contractor, the County may conduct site visits of the Disposal Facility to review the site access, site conditions and current disposal receipts of the County's vehicles; however, only authorized personnel of the County shall make such site visits and records review. Such site visits and records review shall not interfere with the orderly operation of the Disposal Facility. The Contractor shall maintain records with respect to the operation of the Disposal Facility and submit such records to appropriate governmental agencies, with copies to the County, to the extent such copies to the County are required by Applicable Law.

LIQUIDATED DAMAGES

The Contract Administrator may notify the Contractor for violations of the Contract. It shall be the duty of the Contractor to take proper action to promptly remedy any violation. Failure to remedy a violation within the specified time period shall constitute a breach of this Contract and for the purpose of computing damages, the following amounts as liquidated damages (each day constitutes a new occurrence):

\$500.00 per occurrence

- a. Failure to provide requested documents and reports outlined herein within the timeframe specified and/or accurate manner.
- b. Failure to notify County of Closure Date as required
- c. Failure to maintain the access, ingress, egress and/or unloading areas of the Disposal Facility and/or in manner that does not cause delay, injury or damage to the County employees and/or vehicles.
- d. Failure to maintain Turnaround Tipping Time at the Disposal Facility as outlined in the Contract Documents
- e. Accepting unauthorized vehicles or Rejected Recyclables without proper notice to the Contract Administrator

The Contractor shall pay such Liquidated Damages to the County within twenty (20) days. Further the County reserves the right to recover from the Contractor by withholding such liquated payments from the Contractor's monthly payment and/or its surety under the performance bond the actual damages incurred by the County as a result of a default in performance by the Contractor or an abandonment of the Contract by the Contractor.

The Contract Administrator shall conduct a preliminary evaluation of the relevant facts before the Contract Administrator decides whether liquidated damages should be assessed against the Contractor. At a minimum, the Contract Administrator shall provide written notice to the Contractor regarding such liquidated damages, and offer to discuss the relevant facts with the Contractor within five (5) business days after the date of the notice. Following this discussion (if any) or the expiration of the five (5) business day period, whichever occurs first, the Contract Administrator shall determine whether liquidated damages should be assessed.

The decision of the Contract Administrator will be binding unless appealed to the Board in writing by the Contractor within fourteen (14) days of receipt of notice of assessment of damages. The appeal shall be delivered to the Contract Administrator, who shall forward the same to the Board. The decision of the Board shall be final.

PROPOSAL SECURITY AND PERFORMANCE BONDS

In order to ensure the faithful performance of each and every condition, stipulation, and requirement of the Contract and to indemnify and save the County harmless for any and all damages, either directly or indirectly, arising out of any failure to perform the same, within ten (10) days of a fully executed contract, the Contractor shall furnish and maintain a performance bond in the estimated annual amount of the Contract. The performance bond shall be on forms approved by the County from a surety licensed to do business in Mississippi and shall be renewed annually (with appropriate adjustment). A copy of the performance bond shall be provided to the County prior to the renewal date.

All Proposers are required to submit a Proposal Security made payable to the County in the amount of \$100,000.00 with the proposal. Such Proposal Security may be in the form of a certified or cashier's check drawn on a national or Mississippi Bank with a branch office located in DeSoto County or in the form of a bid bond by a corporate surety licensed to do business in Mississippi and acceptable to the County. Such Proposal Security shall remain valid for a minimum of one hundred eighty (180) days from the RFP Deadline. Such Proposal Security shall be forfeited if the Proposer fails to comply with any of the Proposal Security requirements as follows:

1. Required to enter into a contract awarded to it by the County under this RFP.
2. Required to deliver a performance bond as required by the RFP.
3. Required to refrain from any discussions, meetings or other communications, written or oral (except for official contract negotiations and publicly called County Board Meetings), with any County official during the time period after the RFP Deadline date until the contract award date.

4. The requirement that the submitted Proposal was independently arrived at, without collusion, under penalty of perjury.
5. The requirement that no amount shall be paid directly or indirectly to an employee or official of the County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

The Proposal Security shall be returned to the Proposers after the County either has a fully executed contract with a selected Proposer or the County ends this RFP process.

All bonds required must be accompanied by a certificate of the surety certifying that the agent who executed the bond was authorized to bind the surety company as of the date of the bond and qualified to do business in the State of Mississippi.

Failure to furnish the above-described bonds shall constitute a breach hereof.

TERM

Except as otherwise provided for in the Contract Documents, the term of the Contract for Acceptable Waste Disposal shall be for ten (10) years beginning on October 1, 2025 and shall end on September 30, 2035 (the "Initial Term"); however, the Term shall automatically be extended and continue for up to two (2) renewal terms of ten (10) years each (each additional ten (10) year span a "Renewal Term") unless such Services are cancelled by the County with ninety (90) days prior written notice of the end of the Initial or any Renewal Term.

The County may terminate at any time during the Initial Term or any Renewal Term due to the Closure of the Disposal Facility or Disposal Site.

ESTIMATES

The Estimates found in Appendix 1 and any other estimated quantities or other documents provided by the County, the RFP Agent or listed herein, are solely for the purposes of comparison and evaluation of proposals. Before submitting any proposal, the Contractor shall (a) inspect the area of the proposed work within the area of the County for Services, and (b) arrive at a clear understanding of the conditions under which the Services are to be provided.

Disclaimer. The County and RFP Agent make no representations as to the Estimates in Appendix 1 or other quantities and volumes contained herein or in other documents provided in regard to the Services. The County and RFP Agent expressly disclaim any representation that any certain volumes will be available for collection or disposal. Proposers should make their own independent evaluation of the volumes and requirements to provide the Services.

TERMINATION

Upon termination, provided no default otherwise exists hereunder, both parties shall be relieved and released from liability hereunder, with the exception of liability of the Contractor under the Hold Harmless Agreements which shall continue in effect so long as any claim, damage, loss or expense may be made or asserted.

Notwithstanding any other provision of these General Provision and Specifications, if funds received by the County through the disposal operations and/or the County's solid waste tax millage, are, at any time insufficient to cover the expense of the continued acceptance of municipal solid waste (MSW) the County shall have the right to require the Contractor to cease accepting MSW without penalty, liability, cost or expense by giving not less than thirty (30) calendar days' prior written notice documenting the lack of funding.

DEFAULT OF THE CONTRACTOR

If any material term, condition or covenant of the Contract on the part of the Contractor to be kept or performed shall be violated and if the Contractor shall fail to remove or correct the violation within such period as is reasonably necessary for the Contractor to remove or correct the same after written notice from the County to the Contractor specifying the violation, or if the Contractor shall petition to be or shall be declared bankrupt or insolvent according to law, then and in any of such cases, the Contractor shall be deemed to be in default hereunder and the County may immediately or at any time thereafter, without further notice or demand, enter into a contract with another entity to provide the service rendered by Contractor.

FORCE MAJEURE

The Contractor's performance of its obligations hereunder shall be excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of the Contractor. Such causes shall include, but not be limited to: acts of God, acts of war, riot, flood, hurricane, tornado, ice storm or national defense requirements.

HOLD HARMLESS AGREEMENT

The Contractor hereby indemnifies and agrees to hold the County, the Board, its consultants and agents, employees and elected officials, harmless from and against all claims, damages, losses and expenses, including attorneys' fees, to the extent such claims arise out of or result from any negligent action or inaction, or Contractor's willful misconduct in the performance of the Contract and the delivery of the Services.

In any and all claims against the County or any of its consultants, agents, employees, or elected officials, by, or arising out of or resulting from any negligent action or inaction, or the willful misconduct of any employee of the Contractor, any subcontractor of the Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any

way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor of the Contractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts or other types of insurance or compensation coverage.

This indemnity includes, without limitation, reimbursement to the County and any of its agents of all fees and expenses, including attorneys' fees, for responding to and/or defending any claim.

WARRANTIES

(1) The Contractor warrants that all work herein contemplated will be performed and accomplished in accordance with the established and generally accepted standards for quality of workmanship and service of the type covered by the Contract Documents and in accordance with all Applicable Law, rules and regulations of local, State and federal authorities or agencies.

(2) Nothing contained in the Contract Documents shall exclude or affect the operation of any implied warranties otherwise arising in favor of the County with respect to the Contract Work or any part thereof.

SAFETY STANDARDS

The Contractor will be solely and completely responsible for conditions of the equipment and vehicles and operation of same, including safety, health and welfare of all persons and protection of all property during performance of the Contract Work. All vehicles, equipment and facilities used by the Contractor shall be kept and maintained in safe and sanitary condition and good repair and free of any leaks. The Contractor shall continuously maintain reasonable protection of all employees, vehicular and pedestrian traffic and the public in general from injury or damage, and shall take all reasonable precautions to protect public and private property from injury or loss. The Contractor shall make good any damage, injury or loss to private property and to the property of the County resulting from the willful or negligent acts of the Contractor in the conduct of the Contract or otherwise. The Contractor shall reasonably protect adjacent private and public property, as required by law, the Contract Documents, and good business practices. These requirements will apply continuously and not be limited to normal working hours. With respect to all work performed under this Contract, the Contractor shall:

- 1) Comply with provisions of Occupational Safety and Health Act (OSHA) and Americans With Disabilities Act (ADA).
- 2) Comply with applicable health and environmental codes and regulations and exercise reasonable precaution at all times for the prevention of accidents, spills or pollution and the protection of persons (including employees) and property.

TAXES, PERMITS, FEES, ETC.

All State, federal and local taxes due or payable during the life of this Contract on materials, services, equipment, supplies or labor used in the Contract shall be paid by the Contractor to the properly authorized person or persons to accept such payments. Permits and licenses necessary for the prosecution of the Contract Work shall be secured and paid for by the Contractor. The Contractor shall give all notices and comply with all Applicable Law bearing on the Contract.

ORAL AGREEMENTS

Oral agreements or conversations with any officer, agent, or employee of the County either before or after execution of the Contract shall not affect or modify any of the terms or obligations in any of the documents comprising said Contract.

NON-DISCRIMINATION

In connection with the performance of Work under this Contract, the Contractor and all sub-contractors shall not discriminate against any employee or applicant for employment because of race, religion, color, gender, or national origin. The aforesaid provisions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising and selection for training, including apprenticeship.

VI. METHOD OF EVALUATION

Members of the Solid Waste Committee established by the County and other appropriate designated County staff and consultants will evaluate all responsive proposals. A proposal is deemed responsive when it complies with all proposal submission requirements and the Contractor agrees to perform services requested in the RFP. The County reserves the right to determine whether a proposal is responsive and to waive any irregularities, technicalities or requirements contained therein to the extent such waiver does not affect the competitive nature of the RFP process. The Board shall make all final decisions. The Board will compare the proposal(s) as finally negotiated and will reserve the option to award a contract which will result in the greatest benefit to and provide the best and most comprehensive services to and be in the best interests of the County.

Criteria will be used to provide a uniform method of objectively evaluating each proposal, including the ability of the Proposer to furnish the Services required, which elements include, but are not limited to, the following:

- (a) Responsiveness to the RFP (i.e. completion of the RFP documents)
- (b) Disposal Price of Services including Fee Adjustments
- (c) Costs of using the Disposal Facility including travel costs from residential collection routes to the Disposal Facility.
- (d) Accessibility to the Disposal Facility including Turnaround Tipping Time, traffic/transportation issues to and from the Disposal Facility

- (e) Estimated remaining life/capacity of the Disposal Facility to fulfill the Contract Initial and Renewal Term(s)
- (f) Experience of Proposer including personnel qualifications and experience, past performance with DeSoto County and quality of service with DeSoto County
- (g) Financial capabilities and Experience as outlined in the Statement of Qualifications of Proposer

The County reserves the right to make such an investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, current financial statements by an independent CPA, verification of availability of remaining life/capacity, equipment and personnel, and past performance records.

CONTRACT NEGOTIATION

The County reserves the right to negotiate a contract which, in the judgment of the County, would best serve the interests of the County, including the right to withdraw from negotiations, the right to limit negotiations or to otherwise modify the Scope of Services or terms hereof without further notice.

The terms and conditions contained herein shall become part of any subsequent contract(s) awarded from this RFP. A proposal submitted in response to the RFP shall constitute a binding offer.

The Board may award a contract and authorize its execution resulting from this RFP. A contract form acceptable to the County will be tendered to the successful Proposer for its execution. No proposal shall be binding upon the County until the Board has executed the contract, as finally negotiated.

AWARD OF CONTRACT

(1) In the event that the County makes the decision that it is in the best interests to provide the Services through a contract or contracts, the County will make an award as soon as practicable to the Proposer whose final negotiated contract represents the best proposal for the provision of all Services required hereunder, price and other factors considered, provided that the same is reasonable and in the best interests of the County.

(2) Wherever applicable, equalizing elements or factors, whether specifically mentioned herein or discussed in any negotiation process arising hereunder, including, but not limited to, transportation, inspection costs, available start date or any other element or factor in addition to that of price which would affect the total cost to the County, will be taken into consideration in the final comparison of the proposals for the award of a contract. The County may also inquire of other cities or counties for which the Proposer has provided such Services (if applicable). The County may also request such other information as will tend to

show the Proposer's ability to provide the required services.

(3) The successful Proposer, if any is selected, awarded a contract will be considered a contractor of the County. Any agreement between the parties does not and shall not be construed to create any partnership or agency whatsoever between the parties.

CONFIDENTIALITY

To the extent permitted by law, all documents pertaining to this Request for Proposals shall be kept confidential, to the extent necessary for review, until the proposal evaluation is complete. No information about any submission of proposals shall be released until the process is complete, except to the members of the Solid Waste Committee established by the County and other appropriate designated County staff and consultants. All information provided shall be considered by the Solid Waste Committee in making a recommendation to enter into an agreement with the selected Proposer.

Confidentiality of any proprietary material contained in proposals which may be disclosed during negotiations will be maintained, to the extent and manner provided by Mississippi Law, if so indicated by the Proposer to the County. The County will use all reasonable means to protect the propriety of any information submitted, subject to the provisions of the Mississippi Public Records Law.

LIENS

The Contractor shall perform the Contract and pay for labor, services, materials, equipment and supplies used by Contractor at all times in such a manner to avoid the imposition, filing or accruing of any right to file any lien on property belonging to the County or being serviced under the Contract. Any such lien or other imposition shall immediately be discharged and satisfied by the Contractor.

SITUS

Any contract executed following negotiations will be interpreted and enforced only under the laws of the State of Mississippi and venue for any action shall lie in the City of Hernando, DeSoto County, Mississippi.

APPENDIX 1

ESTIMATE OF ACCEPTABLE WASTE

REQUEST FOR PROPOSALS ("RFP") FOR SOLID WASTE DISPOSAL SERVICES

PROPOSAL FILE NO. 23-344-02

JANUARY 17, 2023

This information is furnished for the convenience of the Proposer and is considered as approximate only. The County makes no representation, warranty or guarantee of these estimates and these estimates are furnished without any liability on the part of the County or its agents. Any alterations in these estimates shall in no way invalidate any proposal or the prices therein.

<u>Month</u>	<u>Monthly Tonnage</u>
Oct. 2021	5,224.39
Nov. 2021	5,729.64
Dec. 2021	6,148.47
Jan. 2022	5,247.24
Feb. 2022	4,931.61
Mar. 2022	6,131.01
Apr. 2022	5,713.69
May-22	6,151.66
Jun-22	6,834.65
Jul-22	6,193.13
Aug. 2022	6,772.87
Sept. 2022	6,181.06
Total for 12 months	71,259.42

ESTIMATED ANNUAL FEE

Estimated Annual Fee for evaluation and Performance Bond purposes shall be calculated as follows:

Waste Category	Estimated Annual Tons*	Price**/Ton	Estimated Annual Cost
Residential Waste	71,259.42		
County Commercial Waste			

* Means volume of waste for each waste category delivered for the previous Contract Year

** Means price submitted by Proposer on Proposal Form for corresponding number of units.

APPENDIX 2

SERVICES COMPLAINT FORM

REQUEST FOR PROPOSALS ("RFP") FOR SOLID WASTE DISPOSAL SERVICES

PROPOSAL FILE NO. 23-344-02

JANUARY 17, 2023

Date: _____

Time: _____

Received By: _____

Customer Name: _____

Customer Address: _____

Customer Phone Number: _____

Nature of Complaint: _____

TO BE COMPLETED BY CONTRACTOR:

Date Complaint was resolved: _____

By: _____

Description of Work Performed: _____

REQUEST FOR PROPOSALS ("RFP") FOR SOLID WASTE DISPOSAL SERVICES
PROPOSAL FILE NO. 23-344-02
JANUARY 17, 2023

SCHEDULE 1 - PROPOSAL FORM

Date: _____

Proposal of:

for the following Solid Waste Disposal Services:

To: DeSoto County Board of Supervisors, Hernando, Mississippi

The following proposal is made on behalf of the undersigned Proposer and no others. Evidence of my (our) Company authority and certification to submit the proposal is hereby furnished. The Proposal is made without collusion on the part of any person, firm or corporation. In accordance with the Contract Documents, this proposal is valid for a minimum period of at least one hundred eighty (180) days.

I (We), the undersigned proposer(s), certify that I (we) have carefully examined the contract area of the County, Specifications and special provisions, all Contract Documents and any and all addenda thereto. I (We), the undersigned proposer(s), certify that I (we) shall remit as required to the County the Initial Contract Fee of \$25,000.00 as defined herein.

I (We) further certify that I (we) have completely informed myself (ourselves) of the type of housing, population, density, labor required, County ordinances, and all other factors, local and otherwise, which would affect prosecution and completion of the work covered by this Proposal.

The following is my (our) proposal for the Solid Waste Disposal Services listed above. I (we) understand that the Contract will be subject to liquidated damages according to the General Provisions and Specifications found herein.

In accordance with the requirements of these Contract Documents, I (we) propose to furnish all necessary equipment, labor, tools and other means and will do all work called for by the Contract Documents as follows:

Disposal Price for County
Commercial Waste \$_____ per ton

I (We) have not made any exceptions or changes to the Contract Documents and have no exceptions other than those listed as follows [if there are no exceptions, write "None" if additional pages are needed, write "see additional pages" and label pages as "Exceptions"]:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

-41-

It is understood that this Proposal Security, submitted in the form of a bid bond or certified check will be held for up to one hundred eighty (180) days from the due date or until such time that a contract is awarded and fully executed. It is understood that in case I (we) are not awarded the work or execute a contract as proposed, the bid bond or certified check will be returned as stipulated in the Contract Documents.

I (We) acknowledge receipt of the following addenda:

By indication of the authorized signature below, I certify under penalty of perjury that all statements, answers and representations provided in this *Proposal* including supplementary statements and schedules attached hereto are true and accurate:

Proposer

By: _____

Title: _____

Address: _____

CORPORATE CERTIFICATE

I, _____, certify that I am Secretary or Assistant Secretary of the Corporation named as the Contractor in the foregoing contract; that _____ who signed said contract on behalf of the Contractor was then _____ of said corporation; that said contract was duly signed for and behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

REQUEST FOR PROPOSALS (“RFP”) FOR SOLID WASTE DISPOSAL SERVICES
PROPOSAL FILE NO. 23-344-02
JANUARY 17, 2023

SCHEDULE 2 – PRICE ADJUSTMENT FORMULA

CPI refers to the “Garbage and trash collection” index from Table 2 of the Consumer Price Index for All Urban Consumers (CPI-U) – U.S. city average, by detailed expenditure category (published by the Bureau of Labor Statistics, U.S. Department of Labor).

The formula for annually adjusting the contract price for increases or decreases in the cost of living is as follows:

$$UCA = UCC \times AF$$

$$AF = 1 + (0.90 \times CPI\ C) \text{ but must be between } 1.03 \text{ and } -1.03.$$

Where:

$$CPI\ C = (CPI\ I - CPI\ P) / CPI\ P$$

“UCA” is adjusted unit Disposal Price for upcoming year

“UCC” is current unit Disposal Price

“AF” is adjustment factor

“CPI C” represents annual percent change in the CPI

“CPI I” is the CPI for May of the current year

“CPI P” is the CPI for May of the previous year

For example, assume the CPI for May 2023 is 578.5 and for May 2022 is 556.4. Assuming the current unit rate is \$24.00, then:

$$CPI\ C = (578.5 - 556.4) / 556.4$$

$$CPI\ C = (22.1) / 556.4$$

$$CPI\ C = 0.039719$$

$$AF = 1 + (0.90 \times 0.039719)$$

$$AF = 1 + 0.03575$$

$$AF = 1.03575 \text{ (limited to } 1.03 \text{ and } -1.03)$$

$$AF = 1.03$$

$$UCA = \$24.00 \times 1.03$$

$$UCA = \$24.72$$

REQUEST FOR PROPOSALS ("RFP") FOR SOLID WASTE DISPOSAL SERVICES
PROPOSAL FILE NO. 23-344-02
JANUARY 17, 2023

SCHEDULE 3

DISPOSAL FACILITY SCHEDULE

(Complete a Schedule 3 for each Disposal Facility proposed for use. In the case of a proposed Transfer Station include a Schedule 3 for the Transfer Station and Disposal Site.)

1. Disposal Facility Name _____

2. Disposal Facility Physical Address _____

3. General Description of Disposal Facility:

4. Types of Waste Received _____

5. Owner / Operator _____

6. Disposal Facility Permit Number _____

7. Landfill Regulatory / Permitting Authority _____

8. Design Capacity _____ (in Tons). Est. Remaining Life _____ (years)

Size in Acres: Disposal Facility Area _____ Facility Total Property

Attach a copy of the most recent annual and other capacity report(s) submitted to the Disposal Facility's Regulatory / Permitting Authority.

9. Permitted Service Area of Disposal Facility

10. Does the permitted service area include all of DeSoto County? _____

11. Does the Disposal Facility currently have all other Permits required to dispose of Acceptable Waste from DeSoto County, Mississippi? _____

12. Has the Disposal Facility received any NOV's within the last three (3) years or is the Disposal Facility currently under the enforcement action of any NOV?

If yes, please explain: _____
_____.

13. Is the Disposal Facility currently operating under any corrective actions or NOV's?

_____ If yes, please explain with an additional attachment to this Schedule.

14. Would the Disposal Facility require any inspection of incoming vehicles from the County? _____ If yes, please explain with an additional attachment to this Schedule.

15. Estimated Closure Date of the Disposal Facility: _____

16. Turnaround Tipping Time of the Disposal Facility: _____

17. Please list any Rules and Regulations of the Disposal Facility that the County, its vehicles and employees would need to comply with while at the Disposal Facility? If there are no Rules and Regulations please write "none", if rules are attached, please write "see attached".

REQUEST FOR PROPOSALS ("RFP") FOR SOLID WASTE DISPOSAL SERVICES
PROPOSAL FILE NO. 23-344-02
JANUARY 17, 2023

SCHEDULE 4

STATEMENT OF QUALIFICATIONS FORM

1. Company Name _____
Local Address _____
Parent Corporation _____
Parent Address _____
Regional Office (if applicable) _____
Regional Contact name and telephone _____
Mississippi Use Tax Number _____
Federal Income Tax I.D. Number _____

2. Style of Business: _____
(Corporation, Limited Partnership, Partnership, Limited Liability Company, etc.)
If Partnership, Name(s) of Partners:

If Corporation:
Date of Incorporation _____ Domicile _____
Is corporation qualified to do business in Mississippi in accordance with
State laws? _____ Please attach a "Certificate of Good Standing"
from the Mississippi Secretary of State's Office.
President _____ Vice Pres. _____
Secretary _____ Treasurer _____

Names of persons authorized in by-laws or minutes of the corporation to bind the Corporation by his or her signature:

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

3. Has the company ever declared bankruptcy? _____ If yes, please attach details of such bankruptcy?

List City and County solid waste contracts current or recently completed by your company in Mississippi and the surrounding States (attach additional sheets if necessary):

Term	Type	Description	Annual Amt.	Location

4. What is the level of solid waste experience of key personnel to be involved or assigned to this contract?

Name	Position	Yrs. Solid Waste Experience	Education	Certifications

5. Attach a Certificate of Insurance or a list of insurance companies with whom you have liability insurance and Workers' Compensation insurance. List all of the surety companies with whom you have done business during the last three years.

Surety Name	Contact Name & Phone No.	Contract Date & Name	Bond Amount

In the last five years has your company been in breach or default on any contract?

If yes, please explain: _____

Has your company ever failed to complete any work awarded to it? _____

If yes, please explain: _____

6. Has any individual, responsible managing employee, officer of the company or the executive staff of your company pleaded guilty or been convicted of any charges relating to bid rigging or collusion? _____

If yes, please explain: _____

Has any person or business entity listed in this above in items number 1, 2 or 4 plead guilty or nolo contendere or been convicted to any crime punishable as a felony in any jurisdiction? _____

If yes, please explain: _____

For any person or business entity listed in this above in items number 1, 2 or 4 are there any notices of violations, administrative orders, license or permit revocations or suspensions, and enforcement actions of any other sort final or pending? _____ If yes, how many? _____ Please attach additional sheets to explain each item.

7. CERTIFICATION AND SIGNATURE

A. I certify under penalty of perjury that all Statements, answers and representations provided in this *Statement of Qualifications* including supplementary Statements attached hereto are true and accurate.

B. Any depository, vendor or agency herein named is hereby authorized to supply agents of the County with any information to verify the information supplied herein.

EXECUTED, this the _____ day of _____, 2023.

Signature _____

Typed Name (as signed) _____

Title _____

Company Name _____

Business Address (street) _____

County, State, Zip _____

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned Authority in and for the said county and State, on this ___ day of _____, 2023, within my jurisdiction, the within named _____, who acknowledged to me that _he is _____ of _____, a _____ corporation, and that for and on behalf of the said corporation, and as its act and deed _he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

REQUEST FOR PROPOSALS ("RFP") FOR SOLID WASTE DISPOSAL SERVICES
PROPOSAL FILE NO. 23-344-02
JANUARY 17, 2023

CONTRACT FORMS

The Contract forms included in these documents reflect the award of a contract based upon a proposal submitted in accordance with the Contract Documents. Should the County desire to award contracts based on negotiated terms, the Contract, while similar, may be modified accordingly.

DeSoto County is a political subdivision of the State of Mississippi and Mississippi law establishes a duty for those contracting with a Mississippi public entity to see to it that the provisions of the contract are legal and enforceable. Any party contracting with DeSoto County is obligated to verify, through independent legal counsel, whether all provisions of their contract are enforceable as to DeSoto County. Notice is given that, by law, DeSoto County will not be bound to any provision of a contract to which a Mississippi public entity cannot legally contract for. By way of example, a public entity cannot contract for binding arbitration, waiver of its right to a jury trial, holding another harmless, providing indemnification, limiting third party liability, waiving counterclaims, agreeing to application of foreign or agreeing to venue outside of Mississippi. In executing any contract DeSoto County does not waive any rights it may have to object to, contest, or refuse to comply with any provision of any contract that is impermissible by operations of the laws of the State of Mississippi.

DESOTO COUNTY, MISSISSIPPI
"SOLID WASTE DISPOSAL SERVICES CONTRACT" FORM

THIS CONTRACT is made and entered into by and between Contractor, a _____ company (hereinafter referred to as "CONTRACTOR") and DeSoto County, Mississippi, a body politic (hereinafter referred as "County").

W I T N E S S E T H

That for and in consideration of the mutual benefits and advantages each to the other, as hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the RFP Documents including the Advertisement, PROPOSAL FILE NO. 23-344-02, Instructions to Proposers, General Provisions and Specifications, the Contractor's proposal dated February 24, 2023, attached hereto, as finally negotiated and amended, the maps and specifications for Solid Waste Disposal services, including any and all general and special provisions, changes and addenda covering the work to be done, and the performance bond, proposal schedules attached hereto, collectively referred to as the Contract Documents and the obligations and responsibilities of the Contractor as set forth within said Contract Documents, are hereby made a part of this Contract as fully and completely as if set forth in words and figures herein. Capitalized terms herein shall have the same meaning as set forth in the REQUEST FOR PROPOSALS ("RFP") FOR SOLID WASTE DISPOSAL SERVICES dated JANUARY 17, 2023.

2. That the work to be done and services to be performed, as more specifically disclosed by the aforesaid Contract Documents, the immediate performance of which is covered by this Contract, is the:

[Awarded Contract Information shall be added here]

All such authorized charges listed herein are subject to all other provisions of the Contract Documents and this Contract with reference to reductions, damages or penalties arising from the performance or failure to perform of the Contractor; provided, however, that the foregoing does not constitute a waiver or release of any claims County may have against the Contractor for breach of the terms of this Contract or for damages resulting from the negligence or willful misconduct of the Contractor and, its employees, agents and subcontractors. The County shall pay all of its obligated charges less any charges in the Liquidated Damages provisions of the General Provisions and Specifications, on a monthly basis, with each invoice being paid to the Contractor within forty-five (45) days of receipt and approval of such invoice by County.

3. The Contractor agrees to furnish all lands, buildings, labor, mechanics, tolls, tools, equipment and materials necessary for the adequate performance of the work and services contemplated by this Contract and to faithfully perform the same in accordance with the Contract Documents to the satisfaction of the County Administrator or his authorized representative, and in accordance with the laws of the State of Mississippi, and the ordinances of the County. For these Services, the County authorizes the charges and the Contractor agrees to accept the charges, in full compensation for the performance of the Contractor's obligations hereunder, as well as all loss or damage, if any, arising out of the nature of the work, or the action of weather and any and all other unforeseen obstructions or difficulties that may be encountered in the performance of said work and services, the Contractor assuming all risks of every kind and description in the Contract Documents and this Contract, the following per unit amounts for the described Services above.

4. Except as otherwise provided for in the Contract Documents, the term of the Contract for Acceptable Waste Disposal shall be for ten (10) years beginning on October 1, 2025 and shall end on September 30, 2035 (the "Initial Term"); however, the Term shall automatically be extended and continue for up to two (2) renewal terms of ten (10) years each (each additional ten (10) year span a "Renewal Term") unless such Services are cancelled by the County with ninety (90) days prior written notice of the end of the Initial or any Renewal Term.

The County may terminate at any time during the Initial Term or any Renewal Term due to the Closure of the Disposal Facility or Disposal Site.

5. The Contractor agrees to comply with all applicable State, federal and local laws, rules and regulations, including but not limited to the Davis-Bacon Act, the Contract Work Hours Standards Act, the Anti-Kickback Act, the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Occupational Safety and Health Act.

6. The Contractor may not assign or sublet, in whole or in part, by operation of law or otherwise, this Contract or any of its rights or obligations hereunder, to any person or entity without the prior written consent of the County. The County reserves the right to renegotiate this Contract if any Change in Law affects the location or existence of the Disposal Facility.

7. Attached hereto and made a part of this Contract is a performance bond with DeSoto County named as the insured, beneficiary or Obligee, executed by a surety company doing business in the State of Mississippi in the sum of [enter estimated annual amount of the Contract] (refer to Appendix 1 for estimates) Dollars (\$_____00). The performance bond and any renewal thereof shall remain in force during the entire term of this Contract and any extension thereof.

8. The terms and provisions of the Contract Documents section entitled "Indemnification", shall survive the termination of this Contract, howsoever brought about. Neither the Contract Documents nor this Contract does not and shall not be construed to create any partnership or agency whatsoever. This Contract shall be subject to and governed by the laws of the State of Mississippi. The Services shall comply with the applicable County, State of Mississippi, and United States laws, rules, regulations, codes and orders. This Contract may only be amended in writing by mutual agreement of both parties and signed by the parties hereto.

9. If any clause, provision, subsection, Section or article of the Contract Documents or this Contract shall be ruled invalid by any court of competent jurisdiction, the invalidity of any such clause, provision, subsection, Section or article shall not affect any of the remaining provisions of the Contract Documents or this Contract, and the Contract Documents and this Contract shall be construed and enforced as if such invalid portion did not exist provided that such construction and enforcement shall not increase the County's liability beyond that expressly set forth herein.

10. Neither this Contract nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver or termination is sought.

11. No failure or delay by a party hereto to insist on the strict performance of any term of the Contract Documents or this Contract, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of the Contract Documents or this Contract, but each and every term of the Contract Documents and this Contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in the Contract Documents and this Contract are cumulative and not exclusive of the remedies provided by law or in equity.

12. Nothing contained in the Contract Documents or this Contract shall be deemed to create, whether express or implied, a partnership, joint venture, employment, or agency relationship between Contractor and County.

13. Except as may herein otherwise be specifically provided, this agreement shall be binding upon and inure to the benefit of the parties and their legal representatives, successors and permitted assigns.

14. In the event of default by either party of any terms of this Contract, the party found to be responsible for the default shall be liable to the non-defaulting party for all reasonable attorneys' fees, costs and other legal expenses incurred as a result thereof.

In the event the County becomes entitled to liquidated damages per the Contract Documents, in addition thereto, the Contractor shall be liable to the County for all reasonable attorneys' fees, costs and other legal expenses incurred as a result of County's pursuit thereof.

15. The situs of this Contract is deemed to be Hernando, Mississippi and this Contract is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Mississippi, without regard to its conflict of laws principles.

16. This Contract incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements and understandings between the parties concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations, agreements or understanding, whether oral or written.

17. Each party represents that it has full power to enter into this Contract and that this Contract is enforceable against it in accordance with its terms and the activities contemplated hereunder do not conflict with or constitute a breach of or default under any contract

18. Neither party will be liable for any failure to perform any obligation (other than payment or reimbursement obligations) hereunder, or from any delay in the performance thereof, due to causes beyond its control, including without limitation industrial disputes of whatever nature, acts of God, acts of public enemy, terrorist acts, acts of government, failure of telecommunications, severe weather or other calamity.

19. This Contract shall have no force or effect unless fully executed. The original hereof shall be delivered to the County. Each party covenants and agrees that its failure to fully and faithfully perform all covenants, conditions and agreements hereunder shall excuse the other party's continued performance. In the event the County becomes entitled to liquidated damages per the Contract Documents, in addition thereto, the Contractor shall be liable to the County for all reasonable attorneys' fees, costs and other legal expenses incurred as a result of County's pursuit thereof.

20. This instrument contains the entire agreement of the parties hereto, it being agreed that there are no verbal or written agreements pertaining to the subject matter hereof.

21. The paragraph titles herein are for convenience only and do not define, limit or construe the contents of such paragraphs.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives, this ____ day of _____, 2023.

CONTRACTOR:

By: _____

Title: _____

COUNTY:

DeSoto County, Mississippi

By: _____

Its: _____

Attest: _____

CORPORATE CERTIFICATE

I, _____, certify that I am Secretary or Assistant Secretary of the Corporation named as the Contractor in the foregoing contract; that _____, who signed said contract on behalf of the Contractor was then _____ of said corporation; that said contract was duly signed for and behalf of said corporation by County of its governing body and is within the scope of its corporate powers.

GENERAL INSTRUCTIONS FOR BONDS

The form of the bond shall be subject to the acceptance of the Board.

General Instructions for Bonds

1. The Surety on each bond must be a responsible surety company, which is qualified to do business in Mississippi and is satisfactory to DeSoto County.
2. The full name and residence of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the bond with his usual signature on the line opposite the seal.
3. If the principals are partners, their individual names will appear in the body of the bond with the recital that they are partners composing a firm naming it. All members of the partnership shall execute the bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the bond.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under corporate seal as indicated in the form.
6. The official character and authority of the person or persons executing the bond of the principal, if a corporation, shall be secretary or assistant secretary. In lieu of such certificate, there may be attached to the bond copies of the records of the corporation as will show the official character and County of the officer signing duly certified by the secretary or assistant secretary, under corporate seal, to be true copies.
7. The date of this bond must not be prior to the date of the contract in connection with which it is given.
8. Said bond shall be countersigned by an agent, regularly commissioned and licensed to transact insurance business in the State of Mississippi.