

REQUEST FOR PROPOSALS ("RFP")  
FOR SOLID WASTE COLLECTION, RECYCLABLE MATERIALS COLLECTION  
AND RUBBISH SITE OPERATION SERVICES

DESOTO COUNTY, MISSISSIPPI  
PROPOSAL FILE NO. 17-340-001

APRIL 17, 2017

## **ADVERTISEMENT**

REQUEST FOR PROPOSALS ("RFP") FOR SOLID WASTE COLLECTION,  
RECYCLABLE MATERIALS COLLECTION AND RUBBISH SITE OPERATION SERVICES  
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APRIL 17, 2017

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. 2010) (the "Act") to provide collection of Residential Waste from Residential Units located in DeSoto County and delivery of such Residential Waste to a Disposal Site designated by the County; collection of Acceptable Waste from County Facilities; collection of Recyclable Materials from Residential Units; and, operation of the County's Rubbish Site on Sandidge Road (the "Services") as described in the General Provisions and Specifications herein (the "Specifications"). The County may separately review the proposals and separately award (or not award) a contract for collection of Residential Waste from Residential Units, collection of Solid Waste from County Facilities, collection of Recyclable Materials and the operation of the County Rubbish Site. The County reserves the right to award an overall contract based upon all proposals submitted or separately award each proposal considered.

Sealed proposals will be received by the Board until 12:00 Noon local time on Friday, May 12, 2017 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, April 28, 2017. The deadline for asking interpretations, clarifications or questions shall be at 9:00 A.M. local time on Friday, April 28, 2017. Only questions which change the scope of the bid 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 bid can also be found on the Procurement Page [@desotocountymiss.gov](http://desotocountymiss.gov) or from EMAIL: [procurement@desotocountymiss.gov](mailto:procurement@desotocountymiss.gov). All bids must comply with the specifications provided. DeSoto County reserves the right to amend the specifications, as necessary, and agrees to notify all having requested bid packets from the DeSoto County Office of Procurement (Telephone 662-469-8260) or the County's RFP Agent (Environmental Business Services, LLC., from [jimMcNaughton@comcast.net](mailto:jimMcNaughton@comcast.net)).

Except as otherwise provided for in the Contract Documents, the term of the Contract for Residential Waste Collection shall be for six (6) years beginning on October 1, 2017 and shall end on September 30, 2023. Except as otherwise provided for in the Contract Documents, the term of the Contract for Recyclable Material Collection if a contract is awarded shall be for six (6) years beginning on October 1, 2017 and ending on September 30, 2023. The initial term of the Contract for the Rubbish Site Operation if a contract is awarded shall begin on October 1, 2017 and be for six (6) years or the life of the Rubbish Site whichever is less; provided, however, the County shall have the option to extend the Contract for the Rubbish Site Operation for up to four (4) renewal terms of one (1) year each.

The Commencement Date for each County Facility will begin the later of the expiration of any current contract or October 1, 2017. The Commencement Dates for each County Facility may be different. Please refer to Appendix 1 for a detailed outline of the estimated contract Commencement Date for each County Facility. The expiration of the Contract Term for all County Facilities shall end on September 30, 2023.

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, 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; Cost of Services including emergency and optional Services; Overall satisfaction of the functional specifications and requirements set forth in these Specifications; Experience of Proposer (personnel qualifications and experience, past performance and quality of service); Demonstrated ability to service local governments and contracts of similar size; Completion of the RFP requirements including detailed Schedule of Operations, Vehicle and Equipment Schedule, and implementation plans; Financial stability and capabilities as outlined in the Statement of Qualifications of Proposer; Ability to provide emergency or optional Services; and, Use of technology in the delivery of Services including Cart inventory and residential billing and payment. After selection of the most qualified proposal or proposals, the County may negotiate and enter contracts with one or more of the persons or firms submitting proposals and such contracts 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. 17-340-001, Proposals for Solid Waste Collection, Recyclable Material Collection and Rubbish Site Operation Services, RFP Deadline: 12:00 Noon Local Time on Friday, May 12, 2017" 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, May 12, 2017 shall not be opened or considered.

Before submitting any proposal, the Proposer should (a) verify the number of participating Residential Units, volumes (tonnage) of Residential Wastes to be disposed of and volume of rubbish disposed of at the Rubbish Site (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 \$25,000.00 with the Proposal. Such Proposal Bond 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 Bond 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 three 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 \_\_\_\_\_ 2017.

SEAL

\_\_\_\_\_  
Misty Heffner, Chancery Clerk  
DeSoto County Board of Supervisors

SUBMITTED

DESOTO TIMES

FOR PUBLICATION ON:

Thursday, April 20, 2017  
Thursday, April 27, 2017

PROOF OF PUBLICATION TO:

County Administrator's Office  
DeSoto County Administration Building  
365 Loshier Street, Suite 300  
Hernando, MS 38632  
Phone: 662-469-8000

REQUEST FOR PROPOSALS ("RFP") FOR SOLID WASTE COLLECTION,  
RECYCLABLE MATERIALS COLLECTION AND RUBBISH SITE OPERATION SERVICES  
PROPOSAL FILE NO. 17-340-001  
APRIL 17, 2017  
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. 2010) (the "Act") to provide collection of Residential Waste from Residential Units located in DeSoto County and delivery of such Residential Waste to a Disposal Site designated by the County; collection of Acceptable Waste from County Facilities; collection of Recyclable Materials from Residential Units; and, operation of the County's Rubbish Site on Sandidge Road (the "Services") as described in the General Provisions and Specifications herein (the "Specifications"). The County may separately review the proposals and separately award (or not award) a contract for collection of Residential Waste from Residential Units, collection of Solid Waste from County Facilities, collection of Recyclable Materials and the operation of the County Rubbish Site. The County reserves the right to award an overall contract based upon all proposals submitted or separately award each proposal considered.

Sealed proposals will be received by the Board until 12:00 Noon local time on Friday, May 12, 2017 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, April 28, 2017. The deadline for asking interpretations, clarifications or questions shall be at 9:00 A.M. local time on Friday, April 28, 2017. Only questions which change the scope of the bid 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 bid can also be found on the Procurement Page @desotocountymiss.gov or from EMAIL: [procurement@desotocountymiss.gov](mailto:procurement@desotocountymiss.gov). All bids must comply with the specifications provided. DeSoto County reserves the right to amend the specifications, as necessary, and agrees to notify all having requested bid packets from the DeSoto County Office of Procurement (Telephone 662-469-8260) or the County's RFP Agent (Environmental Business Services, LLC, from [JimMcNaughton@comcast.net](mailto: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 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 Losher 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 fifteen (15) 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. Complaint Forms, 6. Vehicle and Equipment Schedule, 7. Schedule of Operations, 8. Statement of Qualifications, 9. Performance Bond Surety Statement (Consent of Surety), 10. Certificate of Good Standing from the Secretary of State, 11. Financial Statement, 12. Certificate of Insurance, 13. Corporate Certificate, 14. Sample Contract and 15. 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. Vehicle and Equipment Schedule. The Proposer shall prepare and submit with its proposal a separate Vehicle and Equipment Schedule. The schedule shall describe

all equipment to be utilized by the Proposer to fulfill the responsibilities related to the proposed Services. For each item, the year, model, make, number and description will be provided. The schedule will be subject to approval by the Contract Administrator, will be part of the final evaluation of proposals and shall be strictly adhered to by the Proposer if its proposal is accepted.

Proposers are advised that pursuant to the Specifications, the Contract Administrator may demand an increase in the number of vehicles and/or equipment necessary to fulfill the operations required under the contract and may collect liquidated damages for a failure to follow this requirement.

3. Schedule of Operations. The Proposer shall prepare and submit with its proposal a separate Schedule of Operations. The Schedule shall show how Residential Waste and the Recyclable Materials will be collected and the Rubbish Site shall be operated. The Schedule will be consistent with the specifications contained herein and with the local ordinances on health and sanitation. The Schedule will be subject to the approval of the Contract Administrator, will be part of the final evaluation of proposals and shall be strictly adhered to by the Proposer if its proposal is accepted. The Schedule of Operations shall include detailed information regarding the Contractor's route schedules for Residential Waste collection, contract implementation, Customer Notification and the annual Clean Ups. The Contractor may revise this schedule as conditions dictate, subject to approval by the Contract Administrator.

4. Acceptance and Rejection of Proposals; Award of Contract. It is understood that the County reserves the right to reject any and all proposals, and to waive informalities in proposals which the Board determines do not effect 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, Cost of Services including emergency and optional Services, Overall satisfaction of the functional specifications and requirements set forth in the Specifications, Experience of Proposer (personnel qualifications and experience, past performance and quality of service), Demonstrated ability to service local governments and contracts of similar size, Detailed Schedule of Operations, Vehicle and Equipment Schedule, and implementation plans, Financial capabilities and Statement of Qualifications of Proposer, Ability to provide emergency or optional Services and Availability of equipment and personnel to provide the Services.

The County may separately review the proposals and separately award (or not award) a contract for collection of Residential Waste from Residential Units, collection of Solid Waste from County Facilities, collection of Recyclable Materials and the operation of the County Rubbish Site. The County reserves the right to award an overall contract based upon all proposals submitted or separately award each contract. If the County deems none of the proposals to be qualified or otherwise acceptable, the request for proposal process may be reinitiated.



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, 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.

5. 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. 17-340-001, Proposal for Solid Waste Collection, Recycling and Rubbish Site Operation Services" should be clearly written on the front of the envelope or box. Responsibility for timely submittal to the address provided in these Specifications lies solely with the Proposer. Proposals submitted after **12:00 P.M. (noon) local time on Friday, May 12, 2017** will not be opened or considered.

6. 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.

7. 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, April 28, 2017 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](mailto:JimMcNaughton@comcast.net)

8. 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 participating Residential Units serviced, traffic congestion, 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. Each Proposer should also be prepared to respond to the Request for Proposals for Emergency Operations.

It is estimated that Residential Waste collection service is provided to approximately 13,381 Residential Units, Churches, Volunteer Fire Departments and Subsidized Residential Units within the unincorporated area of the County (please refer to Appendix 1 for more detailed information). 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. The estimated Commencement Dates for each of the County Facilities may be different. Please refer to Appendix 1 for a detailed outline of the estimated contract Commencement Date for each Service.

9. Time of Completion. Except as otherwise provided for in the Contract Documents, the term of the Contract for Residential Waste Collection shall be for six (6) years beginning on October 1, 2017 and shall end on September 30, 2023. Except as otherwise provided for in the Contract Documents, the term of the Contract for Recyclable Material Collection may be for six (6) years beginning on October 1, 2017 and ending on September 30, 2023. The initial term of the Contract for the Rubbish Site Operation may begin on October 1, 2017 and be for six (6) years or the life of the Rubbish Site whichever is less; provided, however, the County shall have the option to extend the Contract for the Rubbish Site Operation for up to four (4) renewal terms of one (1) year each.

The Commencement Date for each County Facility will begin the later of the expiration of any current contract or October 1, 2017. The expiration of the Contract Term for the solid waste collection of all County Facilities shall end on September 30, 2023.

10. Proposal Security; Performance Bond. All Proposers are required to submit a Proposal Security made payable to the County in the amount of \$25,000.00 with the proposal. Such Proposal Bond 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 Bond 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 amount of the annual fee for the proposals awarded. 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 bond and the performance bond must be 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.

11. Disposal Site. The Proposer shall dispose of all Residential Waste collected pursuant to the Contract Documents at the Disposal Site selected by the County. The County shall pay for the disposal cost of Residential Waste from Residential Units collected pursuant to the Contract Documents and delivered to the Disposal Site. The Contractor shall be responsible for disposing of all Commercial Waste collected at the County Facilities at the Disposal Site selected by the County. The Contractor shall pay for the disposal cost of all Commercial Waste collected from County Facilities.

12. Initial Contract Fee. 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 Residential Waste Collection Services is \$20,000.00; the Initial Contract Fee for the Collection of Acceptable Waste from County Facilities is \$5,000.00; the Initial Contract Fee for the Recyclable Material Collection Services is \$5,000.00; and, the Initial Contract Fee for the Rubbish Site Operation Services is \$10,000.00.

REQUEST FOR PROPOSALS (“RFP”) FOR SOLID WASTE COLLECTION,  
RECYCLING AND RUBBISH SITE OPERATION SERVICES  
PROPOSAL FILE NO. 17-340-001  
APRIL 17, 2017

**III. DEFINITIONS.**

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

**“Acceptable Waste”** means any Solid Waste but specifically excludes any Unacceptable Waste as defined herein.

**“Act”** means MISS. CODE ANN. § 31-7-13(m)(xxii) and (r), which 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 Fifty Thousand Dollars (\$50,000.00), 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”** shall mean 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, 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, the Contractor and/or the Rubbish Site or

the Disposal Site (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.

**"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.

**"Cart"** - For all Services rendered under the RFP and Contract Documents all Carts shall be supplied, delivered and maintained in proper working condition by Contractor. The Contractor shall promptly replace any Cart not in proper working condition. All Carts delivered by the Contractor in the County shall be clean, empty and absent of foul odors. The Carts shall be manufactured by injection or rotational molding and meet the Cart design and performance requirements specified below. The Carts shall be designed to be emptied by both semi-automated and fully-automated collection systems. Carts must meet the requirements of ANSI Z245.30-2008 and ANSI Z245.60-2008 standards for "Type B/G" carts. Each Proposer must submit independently certified copies of all ANSI test results with their Proposal. Test results must state the load (in pounds) under which the tests were conducted. The load under which the tests were conducted must be the same as the load rating stated in the cart manufacturer's sales literature and specifications. The ANSI Appendix D test for "Loading and Unloading Test for Carts" must clearly state that the required 520 dump cycles under the cart's full rated load were performed on both a Semi-Automated Cart Lifter and a Fully Automated Grabber Arm.

Carts must be designed to regularly receive and dump the following amount of waste material, excluding the weight of the cart, without permanent damage or deformation. The load rating must conform with ANSI Standard Z245.30-2008. For 64 Gallon Cart – 224 pounds and 96 Gallon Cart – 336 pounds.

The body of the Cart shall be composed of polyethylene resin from a nationally recognized brand supplier. Contractor or Cart manufacturer shall maintain, on file, certification by the resin vendor that the resin supplied and used for construction of the Carts meets published physical properties for each lot of resin purchased. Base plastic resin must be first quality

linear polyethylene, high-density polyethylene (HDPE) or medium-density polyethylene (MDPE) supplied by a national petrochemical producer. Off-spec material is not acceptable. Proposer must submit technical data sheet(s) from the resin producer. The carts must be manufactured to achieve a minimum resin weight as follows:

64 Gallon – 23 pounds minimum

96 Gallon – 30 pounds minimum

All plastic parts shall be specifically prepared to be colorfast so that the plastic material does not alter or fade appreciably in normal use. The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be used at a rate that is no less than 1.5% by weight, and which must be uniformly distributed throughout the finished cart. To ensure thorough distribution of these additives, the resin and additives must be mixed in a molted state using a hot-melt blending process. Proposer must submit a statement certifying that all of the plastic resin and additives will be hot-melt blended.

The total capacity of the carts, excluding the lid, must be 64 U.S. gallons (+/- 3%) and 96 U.S. gallons (+/- 3%), respectively. Proposer must include independent test results according to ANSI Z245.30, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest 0.1 U.S. gallon), for each size.

Contractor shall provide and attach decals or other markings, subject to County approval, displaying Contractor's name, and local phone number (for all of DeSoto County, Mississippi residents) or toll-free telephone number. Contractor shall emboss or hot-stamp "DeSoto County" on the side of the Carts. Stamping will be done in 1" white block letters.

Each cart must have a serial number hot stamped in white on the body. The serial number shall be preceded by a letter or number code which designates the year of manufacture. Serial numbers shall be in sequence beginning with a number designated by the County. The Proposer will maintain a file that identifies the date of manufacture by the serial number. Each Cart must be produced and shipped with a bar code and UHF RFID tag that have been pre-associated at the manufacturer's production facility: UHF RFID TAG: An Ultra High Frequency (UHF) RFID Tag shall be installed into the handle of the cart body at the factory.

**RFID & BAR CODE INTEGRATION:** All Recycling Carts must be equipped with a UHF RFID tag along with a bar code that has been pre-associated at the manufacturing facility. Each Recycling Cart must be produced and shipped with a UHF RFID tag that has been pre-associated at the manufacturer's production facility. If necessary for tracking purposes, an optional bar code may be added. The RFID tag must be installed within the cart body, with no exposure to the outside elements. The bar code must also contain an 8-9 digit serial number that has been branded on the front of the cart. The serial number bar code must be the same number that is used to identify the cart for warranty purposes. Adhesive or sticker RFID tags and/or bar codes will not be acceptable. To avoid interference with the cart contents/materials, RFID tags placed inside of the cart are unacceptable.

The Contractor is responsible for migrating manufacturing data directly from the cart manufacturing facility to the asset management software that shall be provided by the Contractor to the County. The data included in the specified file format from the manufacturer needs to include information on each individual cart including but not limited to, cart size, color, type, serial number, RFID value, date of manufacture and plant of manufacture.

Proposer must provide a complete asset tracking/inventory/work order system and data delivery program that seamlessly integrates with the RFID data capture delivery systems provided by the Proposer for collection data reporting.

Each Cart shall be provided with a lid that continuously overlaps and comes in contact with the Cart body that prevents the intrusion of rainwater, rodents, birds, and flies.

All Carts, Contractor supplied equipment and Contractor operations shall meet all applicable ANSI, governmental and other industry standards regulating waste containers, wastes collection and transportation, recyclable collection and transportation.

The Carts must be stabilized against ultraviolet degradation with not less than 0.3% of UV 531 or equivalent additive in order to ensure a ten (10) year life cycle of outdoor exposure. Color of lids and Cart bodies must be uniform color approved by the Board and uniform for all Carts. The carts must have a minimum nominal wall thickness of 0.154" throughout the body of the cart, and a minimum wall thickness of 0.185" inches in the critical wear points (i.e., the cart bottom, handle, and lift mechanism). The minimum wall thickness of the lid must be 0.14".

The Proposer must also submit documentation that conforms to ANSI Z-245.60 (Force To Tip) testing that clearly defines the cart's maximum average tipping force. The results of this testing may not exceed a maximum average of 35 pounds for 64 gallon carts and 50 pounds for 96 gallon carts. The results of this testing may not exceed a maximum average force of 120 pounds when loaded with a standard load of 3.5 pounds of material per gallon capacity. Any cart that the County deems too difficult to tilt when loaded to maximum capacity may be disqualified.

Wheels for 64 gallon carts shall be a minimum of 10" diameter. Wheels for 96 gallon carts shall be a minimum of 12" diameter and 1.75" wide with rubber treads. Wheels for 64 gallon and 96 gallon carts shall be a minimum of 10" diameter and 1.75" wide. All wheels must be capable of supporting a minimum of 200 pounds per wheel.

The axle for 64 gallon and 96 gallon carts shall be a minimum of 5/8" (.625) diameter. All axles shall be zinc chromate plated or powder coated equivalent, solid high strength steel, and fully supported by the cart body. The axle must slide through two molded-in plastic journals in the cart bottom and must not be exposed to the contents inside of the cart. Each molded-in axle journal must be at least 1" wide. Axles attached by means of bolts or rivets are unacceptable.

The Proposer shall be responsible for coordinating the delivery of carts from the manufacturing plant, unloading loads of carts, assembling necessary parts, and distributing the carts to homes throughout the County. The Proposer shall unload all delivery trailers. Any damage to the carts during any phase of the delivery, unloading, assembly, distribution, or exchanging shall be the responsibility of the Contractor to replace in kind.

The Proposer shall provide a qualified assembly and distribution staff. In addition to the Contract Manager, the Proposer shall provide supervisory level full-time employees to work directly with County staff to solve any problems resulting from distribution services while that service is being provided. Carts shall be assembled and placed at the Resident's curb. Each cart must include a plastic hanger bag that includes a pre-printed brochure describing the safe care and use of the carts for Residents.

Contractor shall supply complete technical data and warranty information from the Cart manufacturer on the specific Cart being proposed. The data should include manufacturing specifications and ANSI certification and test data. Such data and information should be attached to Schedule 2 herein. Contractor must also provide a detailed user's list of other customers who used the same make and model of Cart.

Proposer must submit with its Proposal a document, which clearly states the exact warranty of the Proposer. The warranty must be for no less than ten (10) full years and must specifically provide for no-charge replacement of any component parts, which fail in materials of workmanship for a period of ten (10) years after installation. The Proposer's warranty is understood to include, whether stated in Proposer's warranty or not, the following coverage:

- Failure of the lid to prevent rainwater from entering the cart when closed.
- Damage to the cart body, lid, or any component parts through opening or closing lid.
- Failure of the lower lift bar from damage during interface with lifters.
- Failure of the body and lid to maintain their original shape.
- Damage or cracking of the cart body through normal operating conditions.
- Failure of the wheels to provide continuous, easy mobility, as originally designed.
- Failure of any part to conform to the minimum standards as specified herein.
- Warranty specimen of exact warranty offered must be included with Proposal.
- Warranty must be transferable to the County during the warranty period.

In regard to the manufacturer of the Carts, the Proposer must submit the name, contact name, and telephone number of each government or agency with which it has had a legal or administrative suit or settlement concerning warranty claims, cart failure claims, or related contract disputes within the last ten (10) years of or with the Cart manufacturer. Include a brief summary of the suit or settlement. This information must be provided on a separate page entitled "Legal or Administrative Settlements."

The Contractor shall lease additional Carts to Churches, Volunteer Fire Departments and Residential Units located in the County for \$3.00 per Cart per month, including delivery, for use along with the Contractor supplied Cart. The Contractor shall supply any and all additional Carts as requested within five (5) days of said request.



**"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 April 17, 2017, 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 April 17, 2017, such environmental regulation, code or rule shall not constitute a "Change in Law."

**"Church"** means any freestanding building used exclusively in the worship of faith of the congregation's choice, which is located within the unincorporated area of the County. These facilities shall receive weekly service at no charge for one (1) cart. Any Church desiring more than one Cart will pay \$3.00 per month per additional Cart up to a total of no more than three (3) Carts (one free Cart plus two additional Carts). If a Church requires more than three (3) Carts serviced once per week, if required, the Contractor shall provide a Dumpster at a rate to be negotiated with the Church.

**"City" and "Cities"** shall mean the cities of Southaven, Horn Lake, Olive Branch, Hernando and Walls, Mississippi.

**"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"** shall mean any and all Solid Waste generated by a Commercial Unit and specifically excludes Unacceptable Waste as defined herein.

**"Commercial Waste Hauler"** shall mean the person, partnership, or corporation, other than the County, which is approved by the County and is in the business of contracting with Commercial Units for the collection, removal, and disposal of Commercial Waste within the unincorporated areas of the County.

**"Complaint"** means any notification by a Customer to the County or the Contractor that the applicable requirements of the Services required by the Contract Documents were not satisfied by the Contractor.

**"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.

**“Container”** means a Bag or other receptacle with a capacity not in excess of fifty (50) gallons made of plastic, metal, fiberglass or other substantial matter, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 60 pounds.

**“Containerized”** means Residential Waste from a Residential Unit that is placed in a Container or Cart.

**“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”** shall mean 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. Such Contractor shall be a Commercial Waste Hauler and shall complete the Statement of Qualifications outlined in Schedule 5. Such Contractor shall be the sole and exclusive, as permitted by law, collector of Residential Waste in the County.

**“Contract Administrator”** means the person duly designated by the Board who is authorized to supervise the Contractor and perform duties on behalf of the County as outlined in the Contract Documents.

**“County”** shall mean 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 Rubbish Site” or “Rubbish Site”** means the DeSoto County Class 1 Rubbish Site located at 5255 Sandidge Road in Olive Branch, Mississippi.

**“CPI”** means the Consumer Price Index for Urban Wage Earners for All Items – U.S. Southern Cities average for populations of less than 50,000 (published by the Bureau of Labor Statistics, U.S. Department of Labor).

**“Curb” or “Curbside”** means that portion of the right-of-way adjacent to the curb, paved street, or traveled County roadway. Curbside also refers to the borders or edges of service alleys and parking areas that adjoin residences.

**“Customer”** shall mean all Persons, including Residents, the County, and other entities receiving Services under the terms of these Contract Documents.

**“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 collected by the Contractor.

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

**“Designated Facility”** means the facility or facilities designated by the County for the Recycling or disposal of the Solid Waste and Recyclable Materials collected pursuant to these Contract Documents.

**“Disabled Residential Units”** means Residential Units certified by the County in its sole discretion as qualified for back door service based on a physician’s written statement as to the occupant’s physical inability to bring the Cart and Bags to the edge of the street for service. The number of Residential Units qualifying for this service will be limited to a total of no more than five percent (5%) of the total number of paying Residential Units.

**“Disposal Site”** for Residential Waste and Acceptable Waste from County Facilities means the Municipal Solid Waste Landfill(s) or other such State Approved Disposal Facility (i.e. transfer station, processing center etc.) designated by the County for the disposal of Residential and Commercial Waste collected pursuant to these Contract Documents. Currently, the County designated Disposal Site is the BFI South Shelby Landfill at 5954 Malone Road, Memphis, Tennessee.

**“Dumpster”** shall mean 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**. For all Services rendered under this Contract such Dumpsters shall be supplied, delivered and maintained in proper working condition by Contractor. All such Dumpsters shall meet all ANSI and governmental standards regulating the production of and use of such Dumpsters. All such Dumpsters shall be identified with Contractor’s name and local telephone number and shall be maintained by Contractor in a neat presentable manner including paint.

**“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. The Monthly Fee, for each service level, is the sum of the fee for solid waste collection (the “Collection Fee”) and the fee for rubbish disposal (the “Disposal Fee”).

**“Garbage”** means any solid waste materials resulting from the operation of any Residential Unit including 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, other food products and all Dead Animals (i.e. less than 10 pounds), and excepting Bulky Waste, Construction Debris, dead animals (greater than 10 pounds), Stable Matter, Unacceptable Waste and Yard Waste .

**“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.

**“High Density Dwelling”** means a building with multiple Dwelling Units that are located under one roof and receive Collection Service at Curbside with Garbage Carts.

**“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 Residential Waste Collection Services is \$20,000.00; the Initial Contract Fee for the Collection of Acceptable Waste from County Facilities is \$5,000.00; the Initial Contract Fee for the Recyclable Material Collection Services is \$5,000.00; and, the Initial Contract Fee for the Rubbish Site Operation Services is \$10,000.00.

**“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.

**“Municipality”** means any of the incorporated municipal areas (Southaven, Horn Lake, Olive Branch, Hernando and Walls) located within the borders of DeSoto County, Mississippi, which may elect to participate at any time in this Contract for solid waste collection services between the Contractor and County.

**“Municipal Solid Waste Landfill” (MSWLF)** means a discrete area of land or an excavation that receives Residential 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. A 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.

**“Net Proceeds”** means the prevailing price for processed Recyclable commodities minus the prevailing processing cost (i.e. baling and transportation) charged by a third party processing facility.

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

**“OSHA”** shall mean the Occupational Safety and Health Act and all implementing rules and regulations.

**“Permit(s)”** means any and all final non-appealable governmental permits and other consents, comprehensive solid waste management plans, approvals, certificates of coverage, certifications, licenses, authorization, utility connections, annexation, zoning, special use, certificate of designation or other land use designation, as may be necessary to allow the County as the owner and the Contractor as the operator to maintain, operate, expand and construct the Rubbish Site as proposed by County and/or Contractor or any successor or assigns or other person or entity.

**“Person”** shall mean 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.

**“Recyclables”** shall mean those waste items specified by the County for separate collection and transport to the designated Recyclable Materials disposal facility. Contractor will collect those Recyclables that are accepted at the County’s designated Recyclable Materials disposal facility. Such materials may include newspaper, paper, cardboard, aluminum, metal cans and plastics with recycling emblems 1 – 5. Other Recyclables may be collected as mutually agreed by the County and the Contractor.

**“Recycling Bin”** means the Contractor supplied container for use by residents for the storage and collection of Recyclable Materials. Such container shall have a minimum capacity of eighteen (18) gallons and be made with durable, high-density polyethylene (HDPE) resin with a minimum recycled materials content of twenty (20%) percent. Such containers must be stabilized against ultraviolet degradation with not less than 0.5% of UV 531 or equivalent additive UV stabilizers and anti-oxidants prevent fading and material breakdown. The containers will be hot stamped with “DeSoto County” and the recycling emblem logo on the side of the containers. Stamping will be done in 1” white block letters. Upon the commencement of Recycling Services, if any, the County shall have the option to require the Contractor to supply Bin manufacturer’s matching lid for all Bins. The containers shall be covered by a ten (10) year, full and non-prorated warranty. The County will not be charged for any repairs or replacement for any Bin during the life of the warranty.

**“Recycling Cart”** means a Cart of approximately sixty-four (64) to ninety-six (96) gallons that is used for the automated or semi-automated Collection of Recyclable Materials.

**“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.

**“Residential Unit”** means a single or multiple family dwelling within the unincorporated limits of the County participating in this Contract. Each single-family dwelling unit within any such multiple family dwelling shall be billed as a separate unit. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. Any occupied multi-family residential complex including townhouses, condominiums, or apartments currently utilizing a Commercial Waste Hauler shall be treated as a Commercial Unit unless specifically agreed to by the County and Contractor.

**“Residential Waste”** means Garbage and Bulky Waste generated in the normal operation of a Residential Unit and excludes Unacceptable Waste. The Contractor’s regularly scheduled once per week collection does not include the collection of any disaster debris 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 with the Contractor at the rates specified for Emergency Operations on the Proposal Form.

**“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.

**“Rubbish Site”** means the DeSoto County Class 1 Rubbish Site and any expansion thereto located at 5255 Sandidge Road in Olive Branch, Mississippi with MDEQ Permit No. SWGP-R1 (copy attached as Appendix 3).

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

**“Set Out”** means the preparation and placement of Solid Waste, Yard Trash and Recyclable Materials for Collection at the Customer’s Premises, in accordance with the requirements in these Contract Documents.

**“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).

**“Source Separated Recyclable Materials”** means Recyclable Materials that are separated from the Solid Waste at the location (e.g., Residential Property) where they are generated and then Set Out for Collection at that location.

**“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.

**“Subsidized Residential Unit”** means those Residential Units which the County has determined in its sole discretion are qualified to have the Services paid for by the County. They shall receive the same service as any other Residential Unit, but the County will pay the monthly fee directly to the Contractor. These Subsidized Residential Units may also qualify as Disabled Residential Units.

**“Unacceptable Waste”** means such Hazardous, Infectious, Liquid, Medical Waste, motor oil, batteries, gasoline, paint, rubber tires or other solid or liquid waste specifically prohibited for disposal at a State Approved Disposal Facility by MDEQ or any other regulatory agency having jurisdiction over such landfill, in accordance with applicable law.

**“Volunteer Fire Department”** means any facility within the unincorporated area of the County, which is primarily staffed with volunteers for the control of fires. These facilities shall receive weekly service at no charge for one (1) cart from the Contractor. Any Volunteer Fire Department desiring more than one Cart will pay \$3.00 per month per additional Cart up to a total of no more than three (3) Carts (one free Cart plus two additional Carts). If a Volunteer Fire Department requires more than three (3) Carts serviced once per week, if required, the Contractor shall provide a Dumpster at a rate to be negotiated with the Volunteer Fire Department.

**“Yard Waste”** means all yard waste resulting from yard maintenance and including all wood products, tree trimmings, dead plants, dead trees or branches thereof, or other similar materials having a length not longer than five (5) feet or a diameter not greater than eight (8) inches or not weighing more than 60 pounds as well as all weeds, leaves, grass clippings, chips, shavings and sawdust or similar materials placed in Bags and tied or placed in other Containers and not weighing more than 60 pounds.

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**

##### **1. RESIDENTIAL COLLECTION SERVICES**

**A. Base Proposal - ONCE (1) PER WEEK COLLECTION OF RESIDENTIAL WASTE.** The Contractor shall provide a Cart and curbside collection of the Cart and other Containerized Residential Waste not in the Cart from participating Residential Units, Subsidized Residential Units, Churches and Volunteer Fire Departments located in the unincorporated areas of the County and backdoor collection of the same from Disabled Residential Units once weekly on regular days to be designated by the Contractor and approved by the Contract Administrator. The Contractor shall deliver all such Residential Waste collected to the Disposal Site designated by the County. The County as provided for herein shall pay for all disposal costs for such Residential Waste collected by the Contractor and delivered to the Disposal Site. All Residential Waste Carts must be placed within five (5) feet of the curb, or as reasonably close thereto, in front of the Residential Unit.

Participating Residential Units shall be **Billed by the Contractor directly to the Residential Unit** and Subsidized Residential Units Billed by the Contractor directly to the County.

The Contractor's regularly scheduled once per week collection does not include the collection of any disaster debris 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 at the rates specified for Emergency Operations.

The Contractor shall participate in a Spring and Fall clean up ("Clean Up") each occurring once per year. The Contractor shall be given advance notice of the date and duration of the Clean Up, which will have a maximum duration of not more than two (2) weeks. During such Clean Up the Contractor shall commit additional equipment and labor to collect unusually large items and large volumes of Residential Waste from Residential Units. The Contractor shall provide at locations selected by the Contract Administrator up to fifteen (15) open top roll-off containers for citizen drop-off areas. The Contractor shall be responsible for the collection and delivery to the Disposal Site designated by the County of all Acceptable Waste placed at such drop-off locations during the Clean Up. The Contractor shall provide proper Customer Notification for each Clean Up for all areas affected by the Clean Up. Such Customer Notification shall include the dates of the Clean Up and location of drop-off areas. The County will promote the Clean Ups along with the Contractor. There shall be no additional fee charged by the Contractor for such Clean Up. The County shall pay for all disposal costs for Acceptable Waste resulting from the Clean Up, which is collected and transported by the Contractor to the Disposal Site. The County shall receive at least two (2) free hauls per location for each Spring and Fall Clean Up.

In its collection of Residential Waste, the Contractor shall provide collection of Acceptable Waste from Carts for the Churches and Volunteer Fire Departments within the County at the rates specified herein.

### **OPTION - COLLECTION SERVICE FOR RECYCLABLE MATERIALS**

In this option, Contractor shall provide for the collection of single stream Source Separated Recyclable Materials from participating Residential Units and shall provide for the delivery of the Recyclable Materials to the Designated Facility. The Contractor shall collect all of the Source Separated Recyclable Materials that are Set-Out at Curbside by Residential Customers in Recycling Carts or Recycling Bins. Recycling Bins may be utilized only by High Density or zero-lot line locations only. At a minimum, the Contractor shall collect all of the following Source Separated Recyclable Materials: (a) newspaper, cardboard, paper, and other similar fiber products; (b) ferrous and nonferrous cans and beverage containers; (c) plastic bottles and containers; (d) glass bottles and containers; (e) aseptic or poly-coated food and beverage containers; (f) any other Source Separated Recyclable Material that can be accepted and recycled by the Designated Facility for Source Separated Recyclable Materials and (g) other Recyclable Materials designated by the Contract Administrator. The Contract Administrator may at any time, in his or her reasonable discretion, modify the Recyclable Materials collected under these Contract Documents.

Under this option, the County will consider:

- A. Once (1) per week collection of Recyclable Materials with a 96 gallon or 64 gallon Cart: and,
- B. Every other week collection of Recyclable Materials with a 96 gallon Cart.

The Contractor shall pay the applicable processing/tipping and/or disposal fees directly to the owner or operator of each Designated Facility utilized by the Contractor for the processing and/or disposal of Recyclable Materials.

## **B. COUNTY FACILITY WASTE COLLECTION AND DISPOSAL SERVICES**

### **1. Collection of Commercial containers**

a. Service Provided. The Contractor will provide Commercial service upon request of the County for designated County Facilities. Commercial containers will be provided in various sizes with the collection frequency specified by the County. After each collection of the Commercial containers, any spilled or dropped refuse will be recovered, container lids will be closed, and all enclosure gates will be closed or returned to their normal position. The monthly unit price for the placement and regular collection will also include all Solid Waste disposal fees for the Commercial container collection service.

b. Collection Frequency. Based on the frequency of collection, Commercial containers will be collected on the same schedule each week. At certain locations, the County will specify the days of the week for collection based on the facility activities. In

addition, due to seasonal requirements at County parks and other facilities, County may change the collection frequency on a quarterly calendar basis.

c. Containers. Contractor will supply various sizes of Commercial containers including Roll Carts and two, four, six and eight cubic yard Dumpsters. Dumpsters will be provided in a variety of types and styles (including, but not limited to, front load, rear load, and wheeled containers) so that the Dumpsters can be accessed from the County 's current enclosures or placement locations.

d. Location. County will supply a list identifying the County Facilities, County parks and any other locations requiring placement of Commercial containers.

e. The Contractor shall dispose of all Acceptable Waste collected under this Option at a Disposal Site approved by the County. The Contractor shall be responsible for payment of all charges to the Disposal Site for the disposal of all Acceptable Waste collected by the Contractor pursuant to this Option and delivered to the Disposal Site. The County shall not be responsible for any charges from the disposal site.

f. In its collection of Acceptable Waste from County Facilities, Contractor shall provide 1 – 6 yard front-end Dumpster for temporary clean up, for up to 10 cemeteries annually, for no additional compensation or haul charge from the County or the cemeteries. For more than 10 clean ups per year, Contractor shall provide 1 – 6 yard front-end Dumpster for any additional cemeteries at a charge of \$35.00 per occurrence.

g. The Contractor shall provide for the Collection of Source Separated Recyclable Materials from County Facilities and any property that is owned, occupied, or controlled by the County, including any such property that is acquired during the term of these Contract Documents.

## **2. Collection of Temporary Service Commercial containers**

a. Service provided. The Contractor will provide temporary service Commercial Dumpsters in various capacities at County Facilities and other locations upon the request of the County. The Dumpsters will be provided for special events or temporary activities in the County with time durations of as little as one day and typically no more than ten days. The frequency of collection services will be specified by the County at the time of placement and the Dumpster will be promptly removed at the end of the event or as requested by the County. Pricing for the temporary service Commercial Dumpsters will include the charge for the placement (and subsequent removal) of the Dumpster plus a separate charge each time collection services are performed. The pricing for each collection service performed to the temporary Dumpster will include all Solid Waste disposal fees or charges.

b. Collection Frequency. For temporary service Commercial Dumpsters, the County will determine the collection frequency based on the requirements of the special event or temporary activity. During some events or activities, Contractor will provide

collection services at the time of Dumpster removal. At other events or activities, Contractor will be required to perform collection services multiple times or at specific times during the event.

c. Dumpsters. Contractor will supply various sizes of Commercial Dumpsters for temporary service including eight, twenty, thirty and forty cubic yard Dumpsters. Due to the public nature of many special events and activities and the lack of Dumpster enclosures, Contractor will provide temporary Dumpsters that are well maintained, reasonably clean and without an unsightly external appearance.

d. Location. Contractor will place the temporary Dumpster at the specified site requested by the County within 48 hours of the request.

e. The Contractor shall dispose of all Acceptable Waste collected under this Option at the Disposal Site approved by the County. The Contractor shall be responsible for payment of all charges to the Disposal Site for the disposal of all Acceptable Waste collected by the Contractor pursuant to this Option and delivered to the Disposal Site. The County shall not be responsible for any charges from the Disposal Site.

C. [RESERVED]

D. FEES: The Proposer shall specify on the Proposal Form the total fee for providing Services to Residential Units and County Facilities. Unless expressly specified otherwise in the Contract Documents, the fees set forth on the Proposal Form shall be guaranteed to be all-inclusive. Fees shall include all profit and cost, including but not limited to, rent, labor, depreciation, postage, fuel, fuel surcharges, tires, taxes, overhead, administration, corporate overhead, fines, penalties, assessments, premiums, fees, permits, environmental fees, franchise fees, container costs and, unless specifically otherwise indicated, include costs for disposal (including all taxes and fees) at the Disposal Site for Residential and Commercial Waste collected pursuant to this RFP. The fees shall be subject to adjustment only in accordance with the provisions of the Contract Documents.

E. DISPOSAL: The Proposer shall dispose of all Residential Waste collected pursuant to the Contract Documents at the Disposal Site selected by the County. The County shall pay for the disposal cost of Residential Waste from Residential Units collected pursuant to the Contract Documents and delivered to the Disposal Site.

When the Contractor delivers any Solid Waste to a Disposal Site or a Designated Facility, the Contractor shall tell the scale house operator whether the Disposal or tipping fees shall be paid by the Contractor or the County. The Contractor shall use its best efforts to ensure that the scale house operator is properly informed so that the Disposal Facility or a Designated Facility will charge the County for Disposal or tipping fees only when such charges are appropriate. Among other things, the Contractor shall not tell the scale house operator to charge the County for the disposal of any Solid Waste (a) that was generated outside of the Service Area; (b) when the Contractor is obligated by these Contract Documents to pay the Disposal or tipping fees.

The Contractor shall pay the tipping fees and disposal costs for any Solid Waste that: (a) is collected from a Commercial Customer; (b) is collected outside of the Service Area; (c) is not Residential Waste; or (d) is not collected pursuant to these Contract Documents.

The Contractor shall be responsible for disposing of all Commercial Waste collected at the County Facilities at the Disposal Site selected by the County. The Contractor shall pay for the disposal cost of all Commercial Waste collected from County Facilities.

F. BASIS AND METHOD OF PAYMENT:

County Not to Act as Collector – It shall be the Contractor's sole responsibility to bill and collect from each Residential Unit and the County shall not act as a collector of the Service Fees; provided however, the County, subject to the terms herein, shall be responsible for payment of Services from the Subsidized Residential Units and County Facilities under the authority of the Board of Supervisors.

(a) 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 Subsidized Residential Units approved by the Contract Administrator 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 20<sup>th</sup> 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.

G. HOURS OF OPERATION. The Contractor shall not commence collection in residential areas of the County prior to 7:00 A.M. All collections shall be made as quietly as

possible. Unnecessarily noisy trucks or equipment are prohibited. The Contract Administrator, when necessitated by the emergency provision of the Contract, may approve changes in the 7:00 A.M collection schedule. The Contract Administrator may also approve collection schedule changes resulting from clean up campaigns, special events or other events or special conditions that require the collection of unusual volumes of Residential Waste. The Contractor must notify the Contract Administrator at least fourteen (14) days in advance of a requested schedule change for those items that could reasonably be anticipated by the Contractor.

**H. LITTER.** The Contractor shall pick-up all blown, littered and broken material occurring at the point of collection resulting from its collection and hauling operations. Each vehicle shall be equipped with a broom and shovel for use in cleaning up any spilled material from the County streets, sidewalks or resident's property. The Contractor shall exercise due care in the handling of all Containers and Carts.

### **MISSSED COLLECTIONS & COMPLAINTS**

The Contractor shall be required to make up any missed collections regardless of the cause. Such causes include, but are not limited to, holidays, inaccessible accounts (blocked by automobiles, street construction etc), weather emergencies and equipment problems of the Contractor.

In the case of a missed collection or complaint reported by the County or a Resident, the Contractor shall return the same day if reported before noon otherwise within twenty-four (24) hours to collect the Residential Waste or Recyclables from the missed Residential Unit or County Facility or otherwise remedy the complaint. In the event of a missed collection or complaint reported by the County, the Contractor shall report to the Contract Administrator within 24 hours of the Contractor's resolution of the missed collection or complaint remedy. Such report shall be in writing in a form and format acceptable to the Contract Administrator. Additionally, the Contractor shall provide by email a list of all complaints on a daily basis to the Contract Administrator.

The Contractor shall place a non-collection notice on a Customer's Collection Container, the non-collected Solid Waste Material or to the Customer's door of the dwelling if the Contractor decides that the Contractor will not collect the Customer's waste or recyclables because the waste or recyclables was not Set Out in compliance with the applicable requirements (the "Non-Collection Notice"). If the Contractor does not place a Non-Collection Notice on the Customer's Collection Container, the Contract Administrator in his or her sole direction may require the Contractor to return to the Customer's Premises as set forth hereinafter and collect the waste or recyclables. If the Contract Administrator notifies the Contractor before 12 P.M. (noon), the Collection shall be completed before the end of the day. If the Contract Administrator notifies the Contractor after noon, the Collection shall be completed before noon on the next Day.

The Contractor is responsible for determining whether a Customer's Recycling Container contains non-conforming material or excessively contaminated Recyclable Materials. The

Contractor may leave Non-Conforming Material and excessively contaminated Recyclable Materials in the Recycling Container, but if the Contractor does, the Contractor shall immediately place a Non-Collection Notice on the container, explaining why the material was not collected.

The Contractor shall not collect Residential Waste from a Customer if the Contractor believes the Residential Waste contains Unacceptable Waste. In such cases, the Contractor shall place a Non-Collection Notice on the Collection Container, take photographs of the improper waste (if possible), and immediately notify the Field Supervisor. If the generator of such waste is unknown, the Contractor shall work with the Contract Administrator to identify the generator and identify an appropriate method to remove and dispose of the waste in a lawful manner.

If a Collection Container is temporarily inaccessible, the Contractor shall provide Collection Service later the same day, whenever feasible. If it is not feasible, the Contractor shall leave a Non-Collection Notice and provide Collection Service on the next Day.

Failure by the Contractor to collect in a timely manner the missed Residential Waste, Recyclables or remedy a complaint will constitute a violation of the Contract and the Contractor may be liable for liquidated damages as per the Contract Documents. In the event Contractor and Contract Administrator or customers do not agree on an equitable resolution to a complaint, the Board shall be consulted and the Board's reasonable decision shall be final.

## **2. RUBBISH SITE OPERATION SERVICES**

Operations – The Contractor shall operate the Rubbish Site and furnish all labor and equipment necessary for such operation in accordance with the terms and provisions hereof. The Contractor shall accept for disposal or processing all Rubbish brought to the Rubbish Site. The Contractor shall have the exclusive right to operate the Rubbish Site and shall have complete control over all of the operations at the Rubbish Site subject to the inspection and oversight of the MDEQ and any other governmental agency or body having jurisdiction. The County shall establish all fees, deductions, discounts, credits and allowances, and charge and retain all such fees for disposal of all Rubbish at the Rubbish Site; provided, however, that the County shall pay Contractor according to the Contract Documents.

Subject to permit conditions and the approval of MDEQ, the Contractor may provide equipment and services for the processing of Rubbish. Such processing may include the processing of Yard Waste, concrete and other inert materials. The Contractor shall indicate in its Operations and Equipment Schedules processing personnel and equipment. Any such proposed processing service may require an amendment to the County's approved Solid Waste Management Plan and the Rubbish Site permit. If such amendments are required, such proposal for processing would be contingent upon such amendment approval and subject to conditions thereof.

Permits and Prior Operations – The County and the Contractor shall cooperate in maintaining the Permit in effect and obtaining any other permit, license or approval, which may be required for the operation of the Rubbish Site. Any and all such permits, licenses and other approvals required to operate the Rubbish Site shall be owned by the County and maintained in the County's name. The County represents and warrants to the Contractor that a current Permit is in full force and effect and that no other permit is required to operate the Rubbish Site under all Applicable Law; that all activities and operations have been conducted in compliance with the requirements and conditions set forth in all Applicable Law and that the County does not know of any circumstance, condition or reason which, in its judgment, is likely to be the basis for revocation or suspension of the Permit.

Compliance with Laws – The Contractor shall conduct operations at the Rubbish Site in accordance with all applicable Applicable Law including providing a certified operator in accordance with all MDEQ requirements.

Health and Safety – The Contractor shall take such reasonable measures as necessary and proper to keep the Rubbish Site safe, neat and sanitary at all times.

Inspection/Records – The County may conduct inspections of the Rubbish Site at any time or times; however, only authorized personnel of the County shall make such inspections. Such inspection shall not interfere with the orderly operation of the Rubbish Site. The Contractor shall maintain records with respect to the operation of the Rubbish Site and submit such records to appropriate governmental agencies, with copies to the County, as and to the extent required by Applicable Law.

Hours of Operation – At a minimum, the Contractor shall keep the Rubbish Site open to accept Rubbish for disposal Monday through Friday of each week the between the hours of 7:00 A.M. and 5:00 P.M. local time. Saturday 7:00 A.M. and 2:00 P.M and winter Saturday Hours (December 1<sup>st</sup> through March 31<sup>st</sup>) 7:00 A.M. and 12:00 P.M (noon).

Contours – The Contractor shall operate the Rubbish Site in a manner that will leave the surface contour of each cell or area completely filled as specified by the County, as per the site plans with final elevations provided by the County and its engineer (see Appendix 3). The County will provide soil or other adequate material for cover material required for daily operations and the Contractor shall place the cover material consistent with the Permit, MDEQ regulations and the site plans.

Capping and Closure – Final closure of the Rubbish Site shall occur at such time the Board determines, in its sole discretion that the Rubbish Site is full. Except for the Contractor's obligations under "Contours" hereof, the County shall be solely responsible at its expense for all other work and activities with respect to closing the Rubbish Site in accordance with the terms and conditions of the Permit and Applicable Law. On the Proposal Form there is an Optional Proposal for Contractor to cap and close the current permitted area of the Rubbish Site in accordance with all requirements with the County supplying all engineering and soil required for closure.



Post Closure – The County shall be responsible for all post closure monitoring and maintenance of the Rubbish Site in accordance with the terms and conditions of the Permit. The Contractor shall have no post closure responsibilities of the Rubbish Site.

Permits/Termination – In the event that the Permit or any other approval required to operate the Rubbish Site as a Class 1 Rubbish Site is not maintained valid or otherwise disapproved, denied or revoked for any reason, and such disapproval or revocation is unappealable, then the Board shall have the option to terminate the Contract for the Rubbish Site Operation by giving notice of such election to the Contractor.

Estimates - A list of estimated quantities of Rubbish Waste accepted at the Rubbish Site for a prior one-year period is attached behind Schedule 1. This list and any other estimated quantities or other documents provided by the County, RFP Agent or listed herein are solely for the purposes of comparison and evaluation of proposals. Before submitting any proposal, the Proposer shall make its own independent investigation and conduct any due diligence it deems necessary in regard to providing Rubbish Site Operation Services, including, but not limited to (a) verifying the volumes (tonnage) of solid waste to be disposed of; (b) arriving at a clear understanding of the conditions under which the Services are to be provided, and (c) such other investigations and inquiries it deems necessary or appropriate.

Notwithstanding anything herein to the contrary, the County and its residents shall not be obligated to deliver any amount of Solid Waste to the County Rubbish Site or otherwise utilize Contractor services at the County Rubbish Site.

Disposal by Residents – DeSoto County residents, as established by a valid driver's license and/or valid identification showing a DeSoto County address, shall be allowed to deliver to the Rubbish Site for disposal up to one (1) pick-up or utility trailer load of Rubbish one (1) time per calendar week, at no charge.

Basis and Method of Payment - The Contractor shall collect the revenues as directed by the County based on the manufacturers rated capacity of incoming vehicles. The County shall pay all local, state and federal taxes and surcharges. Each month the County and Contractor shall "true up" the difference, if any, between the gate revenues collected by the Contractor versus the Service Fee due the Contractor.

FEES: The Proposer shall specify on the Proposal Form the fee for providing Services to the County for waste delivered by or on behalf of the County, Municipality or County resident (i.e. in excess of one (1) pick-up or utility trailer load of Rubbish one (1) time per calendar week which is delivered at no charge). The fees set forth on the Proposal Form shall be guaranteed to be all-inclusive. Fees shall include 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, franchise fees, container costs and, unless specifically otherwise indicated, include costs for disposal (including all taxes and fees) at the Disposal Site for Residential and Commercial Waste collected pursuant to this RFP. The Fees shall be subject to adjustment only in accordance with the provisions of the Contract Documents.

## **GENERAL REQUIREMENTS AND CONDITIONS OF ALL SERVICES**

(1) The Contractor shall maintain an office within close proximity to the County and shall have a toll-free or local telephone number within the local calling distance of the entire County. The Contractor shall publicize the Contractor's telephone number. An attendant shall answer telephone calls between the hours of 7:00 A.M. and 5:00 P.M. on all regularly scheduled collection days, excluding permitted holidays. The telephone line shall be equipped with a message machine during hours in which the office is closed.

(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 once each working day by 2:00 P.M. obtain a copy of the complaints received each day by the County. The complaints shall be resolved within twenty-four (24) hours thereafter. 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 (not in the nature of a Force Majeure) shall not be considered reason for not providing the Services unless approved by the Contract Administrator.

(4) The Contractor shall not enter into any subcontracts, leases or agreements pertaining to the provision of the Services without the written consent of the County. The Contract may not be assigned, in whole or in part, in any way without the prior written consent of the County.

(5) **HOLIDAYS.** The Contractor shall observe all of the following holidays by delaying Services: New Years Day, Martin Luther King Day, Independence Day, Thanksgiving Day and Christmas Day. No other Holidays shall be observed by the Contractor unless approved by Board. The Contractor shall be responsible for proper Customer Notification as provided herein of any changes in collection schedules due to the observance of the above Holidays. The occasion of a Holiday shall not excuse the Contractor from once per week collections as required herein.

## CUSTOMER NOTIFICATION

The Contractor shall provide at no additional expense to the County proper notification to Residential Units and County Facilities regarding its Schedule of Operations, Emergency Operations, Cleanups and contract implementation plans. The Contract Administrator shall approve all such advertisements and direct mail notification prior to its use. Such Customer Notification shall mean the use of advertisements in local media (newspaper, at least once in the several DeSoto County newspapers and at least once in the *Memphis Commercial Appeal* and radio) and, when requested by the Contract Administrator, direct mail notification. Such Customer Notification shall begin at least two weeks prior to any event and shall continue throughout the last day of such event. The Contractor shall agree to have all of its trucks, containers, Carts, recycling bins and correspondence (including invoices) prominently identified with its company name and toll-free or local telephone number for customers to call for service.

**Notice for Commencement of Services.** At least ten (10) calendar days before the Commencement Date, the Contractor shall design, print, and deliver a notice to each Customer concerning the Contractor's Collection Service and schedules. The notice shall be delivered by the U.S. Postal Service or hand delivered via door hangers. At a minimum, the notice shall (a) identify each of the Scheduled Collection Days for the Customer receiving the notice, (b) summarize the applicable Set Out requirements, and (c) include other educational and promotional information provided to the Contractor by the County. The notice also shall provide other relevant information concerning the Contractor's services.

**Annual Notice to Customers.** The Contractor shall design an annual notice that is supplied to the County in an electronic/digital format. The notice shall include the same basic information provided for the commencement of service above, but shall be updated as necessary. This notice shall be supplied in October of each Contract Year.

In addition, Contractor shall prepare a cart hanger notice to be delivered with each Cart to New Customers receiving carts. Notice shall include, at a minimum, information on proper cart placement and acceptable cart contents. This applies to the initial delivery of all Carts.

**Notices Regarding Changes in Collection Schedules.** The Contractor shall design, print, and deliver a notice to each Customer that will be affected by a change in the Scheduled Collection Days. The notice shall be delivered to the Customers at least fourteen (14) calendar days before the Contractor changes its Scheduled Collection Days. Notice also shall be published in the newspaper with the largest circulation in the County at least seven (7) calendar days before the change occurs. If it is not practical to provide newspaper notice, the Contract Administrator may waive this requirement.

**Notices for Holidays.** In the event that there is a change in the designated Holidays from the current contract, the Contractor in accordance with the procedure above shall provide notice to Customers that will be affected by a change in their Scheduled Collection Days because of a Holiday.

## **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 RFCSP 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.

## **FEE ADJUSTMENTS**

(a) *Adjustment of Service Fees.* On October 1, 2018, and on each October 1st thereafter, the Contractor may adjust the Service Fees 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 Consumer Price Index for All Urban Consumers for All Items – Table 10 South urban average for populations between 50,000 to 1,500,000 (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 Any increase or decrease shall be limited to a cap of 2.5% 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 ninety (90) days prior to October 1<sup>st</sup> of any contract year. No

adjustment to the compensation payable to the Contractor shall become effective without the approval of the Contract Administrator and 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 1<sup>st</sup> beginning October 1, 2018. 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, the Contractor's compensation may be increased or decreased to offset any increased or decreased costs associated with a change in haul distance if an alternative Disposal Site is designated by the County pursuant to the terms of this Contract. In addition, in the event (i) the Contractor becomes liable for or is required to collect and/or pay any governmental tax or surcharge upon collection 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.

(d) *House Count Adjustments.* The initial Residential Unit house count upon which the monthly payment of this Contract is based is as set forth in Appendix 1. Each year prior to May 1<sup>st</sup>, the County and the Contractor, upon request of the either party, shall conduct a joint house count of the occupied Residential Units within the service area, to account for increases or decreases in the count, such increases or decreases in the count shall be reflected in the invoice to the County as of the next October 1<sup>st</sup>. House count increases or decreases due to annexations or de-annexations shall be immediately reflected in the invoice to County as of the effective date of the final non-appealable order of such annexation or de-annexation.

## **TITLE TO WASTE**

The Contractor shall acquire title to the Solid Waste when it is loaded into the Contractor's truck. Title to Solid Waste collected hereunder shall pass to the Disposal Site or, as appropriate, other State Approved Disposal Facility when such Solid Waste is delivered to the Disposal Site. 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 obtain all Permits required by Applicable Law.

## **METHOD OF EVALUATION**

The Contract Administrator, Board of Supervisors, County Attorney along with other County employees, and the RFP Agent 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 effect the competitive nature of the RFP process. The Board shall make all final decisions. The Board will compare the proposals 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
- (b) Cost of Services including emergency and optional Services
- (c) Overall satisfaction of the functional specifications and requirements set forth in these Specifications
- (d) Experience of Proposer (personnel qualifications and experience, past performance and quality of service)
- (e) Demonstrated ability to service local governments and contracts of similar size
- (f) Completion of the RFP requirements including detailed Schedule of Operations, Vehicle and Equipment Schedule, and implementation plans
- (g) Financial stability and capabilities as outlined in the Statement of Qualifications of Proposer
- (h) Ability to provide emergency or optional Services
- (i) Use of technology in the delivery of Services including Cart inventory and residential billing and payment

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.

## **CONTRACT NEGOTIATION**

The County reserves the right to negotiate a contract or inter-local agreement 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 to a single Proposer 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.

## **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 with a private company or an inter-local agreement with a public entity, 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(s), 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.

## **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 Mississippi Code Annotated Sections 71-3-1 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 designate one or more Field Supervisors, who shall oversee the Collection Service provided under these Contract Documents. The Field Supervisor(s) shall have immediate access to an automobile or truck between 6:00 A.M. and 7:00 P.M., every day. At all times during the term of these Contract Documents, the Contract Administrator shall have immediate access to the Field Supervisor(s) by telephone and electronic mail.

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 and Field Supervisor 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 and Field Supervisor 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 vehicles and equipment. All vehicles, equipment and facilities used by the Proposer shall be kept and maintained in sanitary condition and in good repair. It shall be the Contractor's responsibility to maintain and replace Carts damaged by normal wear and tear, the Contractor's equipment, vandalism or other accidental damage by a person other than the Resident utilizing the Cart. Any Cart, which is damaged or disfigured (melted, burned or otherwise damaged beyond normal use) by the Residential Unit to the point of requiring replacement, will be replaced by the Contractor at a cost of fifty dollars \$50.00 including delivery. The Contractor shall bill such cost directly to the Residential Unit. Vehicles and equipment shall be free of hydraulic oil and other oil leaks at all times. Vehicles, equipment and facilities shall be subject to inspection for safety, sanitation, repair (including leaks) and appearance, and subject to approval or rejection by the County at any time. Inspection of such vehicles, equipment and facilities by the County creates no rights to third parties or any obligation on the County for the condition, safety or use of the Contractor's vehicles, equipment or facilities or subsequent damage or injury resulting therefrom. The Contractor shall not use the County name or other words implying governmental ownership on stationery equipment, vehicles or equipment.

Any vehicle used in the performance of the Contractor's Services, which, does not meet Applicable Law shall be prohibited. The Contractor shall be responsible for reimbursing the County for any pavement or other damage to any street, roadway, culvert or other County property caused by Contractor by any equipment operated by the Contractor.

The Contract Administrator shall have authority at any time to request the Contractor to increase the number of vehicles and/or pieces of equipment if, in his judgment, such an increase is necessary for fulfillment of the Contract. If the Contractor fails to comply with such requirement within seven (7) days of receipt of such requirement from the Contract Administrator, such failure shall constitute a breach of the Contract and the Contractor shall forfeit, in the form of liquidated damages, the sum of \$1,000.00 per vehicle or piece of equipment per day that the Contractor fails to comply. The County may deduct these liquidated damages from monthly payments due the Contractor from the County for the Services.

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. At all times when operating vehicles or equipment pursuant to these Contract Documents, the Contractor's employees shall carry a valid driver's license for the type of vehicle or equipment being operated. The Contract Administrator may request the Contractor's employees to produce their driver's license for inspection at any time when the employee is on duty.

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 harmless from and against legal actions by any employees so removed.

The Contractor shall furnish each employee with an appropriate means of identifying him or her as an employee of the Contractor (e.g., a uniform with a name tag and company logo). The Contractor's employees shall wear the identification at all times while on duty. The Contract Administrator has the right to approve the identifiers or identification furnished by the Contractor.

Employees and subcontractors of the Contractor shall wear proper attire at all times when providing services for the County under these Contract Documents. Proper attire shall consist of appropriate pants or shorts, a shirt with the Contractor's name or logo, and boots or similar footwear.

The Contractor's office shall be equipped with a two-way communication system that can be used to promptly contact the Contract Administrator, the Contractor's Contract Manager, the Contractor's Field Supervisor, and all of the Contractor's Collection vehicles.

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 local office or in another location in DeSoto County 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) format that is 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. The reports shall be signed by the Contract Manager or other duly authorized representative of the Contractor.

The Contractor shall prepare the logs identified in these Contract Documents. All of the Contractor's logs shall be maintained in an electronic database that is compatible with the County's software systems. The database shall be available for inspection by the County at any time during normal business hours. Upon request, the information in the logs shall be provided to the Contract Administrator within three (3) Days. The general format and content of the Contractor's logs shall be subject to the Contract Administrator's approval.

**Solid Waste Disposal Log** – The Contractor shall maintain records and a log concerning all of the Solid Waste collected in the Service Area. The records shall identify the amounts of Solid Waste collected and the locations where the Solid Waste was taken for disposal, as documented by scale house tickets and receipts. The records shall address each Load of Solid Waste for each Collection vehicle for each Day. These records shall be summarized in a log in digital format. County shall be provided with copies of the original scale house tickets. Tickets shall be provided to the Contract Administrator on at least a weekly basis.

Recyclable Materials Log – The Contractor shall maintain records and a log concerning all of the Source Separated Recyclable Materials collected in the Service Area, including the materials collected for the County. The records shall identify the amounts of Source Separated Recyclable Materials collected and the locations where the Source Separated Recyclable Materials were taken for processing, as documented by scale house tickets and receipts. The records shall address each Load of Source Separated Recyclable Materials for each Collection Vehicle for each Day. These records shall be summarized in a log in digital format. County shall be provided with copies or the original scale house tickets. Tickets shall be provided to the Contract Administrator on a weekly basis at minimum.

Vehicle Maintenance Log – Upon request, The Contractor shall keep maintenance records and a log for each vehicle used for Collection Service. At a minimum, the log shall show: the identification number for the vehicle; the date and description of all routine maintenance activities; and the date and description of all repair activities.

Non-Collection Notice Log – Upon request, The Contractor shall maintain records and a log of all occasions when Non-Collection Notices have been placed. The log shall include: the date when the notice was placed; the Customer's street address; and the reason for each Non-Collection Notice.

Complaint Log – The Contractor shall maintain records and a log of all complaints. The log shall include: the date and time when the Contractor was notified by the County or Customer; the Customer's street address; a description of the Complaint; whether the complaint was a Complaint; the date and time when the Complaint was resolved; and a description of how the complaint was resolved. The Complaint Log shall be sent to the Contract Administrator on a daily basis.

Property Damage Log – Upon request, the Contractor shall maintain records and a log concerning all accidents and events when Contractor's employees, vehicles, or equipment caused an injury to domestic animal, or damage to any public or private property within the County. At a minimum, the log shall include: the date and time when the event occurred; the address where the event occurred; the name of the Person that reported the event; a description of the event; the vehicle or equipment number, and/or the name of the employee involved in the event; the name and address of the Person suffering the injury or damage; a description of the injury or damage suffered; and a description of how and when the matter was resolved.

Cart Log – The Contractor shall maintain records and a log concerning the Garbage Carts, Yard Carts and Recycling Carts that are provided by the Contractor pursuant to these Contract Documents. At a minimum, the log shall identify: the location of the Residential Property occupied by each Customer that received a Garbage Cart, Yard Cart or Recycling Cart; and the location of the Residential Property occupied by each Customer that received a replacement cart.

Daily Vehicle Log - If so requested by the Contract Administrator, the Contractor shall supply on a daily basis a list of equipment operating in the Service Area each Day by 10:00

am. Log shall include vehicle identification number, route number that vehicle is collecting and they type of service that vehicle is collecting. County should be notified within one hour of any changes in this equipment.

The Contractor shall submit a quarterly report to the Contract Administrator no later than the fifteenth (15th) day of each calendar quarter (i.e., January 15; April 15, July 15; October 15). At a minimum, the quarterly report shall contain the following information for the previous quarter: (a) the total quantity of each type of Residential Waste (e.g., Garbage; Yard Trash) delivered to each Designated Facility pursuant to these Contract Documents; (b) the total quantity of Source Separated Recyclable Material delivered to Designated Facilities; (c) the amount of Solid Waste and Recyclable Material (if any) delivered to other facilities; (d) the number of Missed Collections; (e) a summary of each accident involving personal injuries or property damage; (f) the total number of Complaints; and (g) any new information as reasonably requested by the Contract Administrator.

**Quarterly Report.** Whenever the Contractor submits a quarterly report to the County, the Contractor also shall submit a signed written statement from the Contract Manager or their designee, verifying that the quarterly report is accurate in all respects. The Contract Manager or their designee also shall verify each month that all of the Residential Waste collected by the Contractor has been delivered to a Designated Facility, (b) the Contractor has accurately informed each Designated Facility whether to bill the County for each Load delivered by the Contractor, and (c) the Contractor's quarterly report accurately accounts for all such deliveries.

**Annual Report.** Contractor shall submit an annual report to the Contract Administrator no later than forty-five (45) calendar days after the end of each Operating Year. At a minimum, the annual report shall include the following information: (a) annualized information for all items required in the quarterly reports; (b) updated lists of all vehicles and equipment used to provide Collection Service under these Contract Documents; (c) a description and inventory of the equipment, facilities, manpower, and other resources available for emergency conditions; (d) a trend analysis and overall evaluation of the number and types of Complaints received by the Contractor on a monthly and annual basis during the term of these Contract Documents; (e) a corrective action plan for systemic and chronic problems, if any; (f) an updated Collection Plan; (g) an updated Contingency Plan; (h) an updated Safety Plan; (i) a summary of all accidents and Complaints involving personal injuries or damage to public or private property during the prior year; and (j) a list of the vehicles, if any, that will be replaced in the upcoming year.

**Accident Report.** Contractor shall notify the Contract Administrator of any accidents involving the Contractor's staff, vehicles, or equipment that occur while the Contractor is performing services under these Contract Documents and require notification to OSHA or any other regulatory agency under Applicable Laws. Contractor also shall notify the Contract Administrator of accidents involving personal injuries or damage to public or private property. In all such cases, oral notice shall be provided within six (6) hours of the accident and a written report shall be provided to the Contract Administrator within one (1) Day of the accident. If any issues are unresolved at that time, a subsequent report shall

be provided to the Contract Administrator within two (2) Days following the ultimate disposition of the case. 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.

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.

**Right to Inspect/Audit Records.** The County, Contract Administrator or the RFP Agent shall have the right to inspect, copy, and audit, at the County's expense, all of the Contractor's records concerning the Contractor's services under these Contract Documents. The Contractor's records shall be made available for inspection by the County during normal business hours, within five (5) Days after the County requests the records.

## **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):

### **\$100.00 per occurrence**

- a. Throwing or improper placement of Carts at the Curb.
- b. Failure to clean up spillage or litter that is a result of the Contractor's operations.
- c. Failure of Cart(s) to meet the definition of "Cart" herein.
- d. Name not displayed on equipment or vehicles.
- e. Failure to collect missed collection provided by the Contract within 24 hours.

### **\$250.00 per occurrence**

- a. Failure to repair damage to customer property.
- b. Failure to provide clean, safe, and sanitary equipment.
- c. Failure to cleanup spill or leak (garbage, liquid or oil).
- d. Failure to maintain office hours or local telephone as required.
- e. Equipment, vehicles or operator not properly licensed or tagged.
- f. Not providing approved schedules and route maps to Contract Administrator.
- g. Changing routes without proper Customer notification.

**\$500.00 per occurrence**

- a. Failure to complete a route on the regular scheduled pick-up day within the allowed time frame.
- b. Failure to deliver Residential, Commercial Waste and/or Recyclable Materials collected pursuant to the contract documents to the appropriate facility as required herein. The Contractor shall also be responsible to pay for any liquated damages levied by the Disposal Site and/or awarded by a court or administrative agency of competent jurisdiction against the County for the Contractor's failure to deliver such Residential or Commercial Waste to the designated Disposal Site.
- c. Failure to provide requested documents and reports in a timely and accurate manner.
- d. Discourteous treatment of customers in the County.

**\$1,000.00 per occurrence**

- a. Changing routes or route days without Contract Administrator's approval.
- b. Failure to supply required reports, including weekly complaint log and the monthly recycling report, on time.
- c. Failure to increase number of vehicles as required pursuant to the terms of the Contract per day for each vehicle or piece of equipment identified and not provided within the specified time.
- d. Failure to provide proper Customer Notification as required herein.
- e. Failure to obey traffic regulations.

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) Operating Days after the date of the notice. Following this discussion (if any) or the expiration of the five (5) Operating Day period, whichever occurs first, the Contract Administrator in his or her sole discretion shall determine whether liquidated damages should be assessed.

The Contract Administrator shall determine the assessment of liquidated damages pursuant to the "Schedule of Operations, Equipment and Personnel" and "Liquated Damages" sections. The decision of the Contract Administrator will be binding unless appealed to the Board in writing by the Contractor within seven (7) days of receipt of notice of assessment of damages. The appeal shall be delivered to the Contract

Administrator or County 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 insure 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 an amount equal to the estimated annual fee for 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 \$25,000.00 with the proposal. Such Proposal Bond 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 Bond 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 three Proposal Security requirements as follows:

1. Required to enter into a contract awarded to it by the County under this RFP or
2. Required to deliver a performance bond as required by the RFP or
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.

All Proposal Bonds 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 Residential Waste Collection shall be for six (6) years beginning on October 1, 2017 and shall end on September 30, 2023. Except as otherwise provided for in the Contract Documents, the term of the Contract for Recyclable Material Collection if a contract is awarded shall be for six (6) years beginning on October 1, 2017 and ending on September 30, 2023. The initial term of the Contract for the Rubbish Site Operation if a contract is awarded shall begin on October 1, 2017 and be for six (6) years or the life of the Rubbish Site whichever is less.; provided, however, the County shall have the option to extend the Contract for the Rubbish Site Operation for up to four (4) renewal terms of one (1) year each.

The Commencement Date for each County Facility will begin the later of the expiration of any current contract or October 1, 2017. The expiration of the Contract Term for all County Facilities shall end on September 30, 2023.

## **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.

In the event that any governmental subdivision, authority, district or agency of the State of Mississippi should offer garbage collection to the County on a county, regional, or district basis, the County may, at its option, terminate this Contract at any time after the second year of the initial contract period and upon not less than (90) days' prior written notice to the Contractor. Upon any such 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.

In the unlikely event, however, that, at any time, the prevailing economic situation of the County becomes, in its sole discretion, such that the County is unable to obtain the necessary revenues to meet its obligation under these Contract Documents, then the County shall have the exclusive right to terminate this Contract upon furnishing at least thirty (30) days prior written notice to Contractor.

## **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 similar inclement weather that makes operation of trucks on the roads of the County dangerous) or national defense requirements.

## **HOLD HARMLESS AGREEMENT**

The Contractor hereby indemnifies and agrees to hold the County, the Board, its agents, employees and elected officials and the RFP Agent, 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 agents, employees, or elected officials, by, or arising out of or resulting from any negligent action or inaction, of 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 this 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.

## **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.

## **CHANGES IN THE WORK**

Collection and disposal from future annexed or de-annexed areas and other additions or deletions to the Services shall be added or deleted at the per unit Service Fees, as adjusted, as set forth in the Proposal and Contract Documents.

## **EMERGENCY OPERATIONS PROCEDURES**

(a) *Purpose.* The purpose of this provision is to establish policies and procedures to address events, which result in unusual amounts of Residential Waste or storm debris being placed on County streets for collection and disposal. The Contractor shall establish a process for receiving and handling emergency calls, both during and after normal operating hours. The Contractor's process shall ensure that a Customer receives an immediate response after reporting an emergency. Such process shall be subject to the Contract Administrator's approval.

(b) *Situation.* The Contract Documents require weekly collection of Residential Waste that is properly containerized and placed at the street by the property owner. The volume of Residential Waste contemplated for routine collection is that which is customarily generated by a residential property owner. Incidents which result in unusually high volumes of Residential Waste being placed at the street for collection simultaneously over a large segment of the County are not addressed in the scope of work set forth in these Contract Documents and Specifications.

Events which would result in an unusually high Residential Waste volume include floods, tornadoes, winter/ice storms, and very strong straight-line winds. Collection in a timely manner of large volumes of Residential Waste resulting from such events is beyond the scope of work set forth in the Contract Documents. Holidays and other normal seasonal variations in the waste flow resulting in an increase in the amount of Residential Waste shall not be an event for an emergency situation.

These Emergency Operations Procedures are intended to prescribe procedures that will be followed in dealing with these types of events in a systematic and timely manner.

(c) *Procedures.*

(1) An assessment of the waste volume resulting from the above-described emergency events will be initiated immediately after said event occurs. Employees of the County and route supervisors employed by the Contractor will perform the assessment. The assessment will be completed as expeditiously as possible, but may require a week or longer to complete due to the lag time between the occurrence of such an event and the time at which waste is placed at the street for collection.

(2) Based on the waste volume assessment, a determination will be made as to whether said waste volume exceeds that contemplated in the Contract. The Contract Administrator and the local manager employed by the Contractor shall make this determination.

(3) If the Residential Waste volume does not exceed that contemplated in the Contract, the Contractor will be directed to proceed with normal collection using labor and equipment assigned to this Contract.

(4) If the waste volume exceeds that contemplated in the Contract, the Contract Administrator and the Contractor's manager will determine the amount and type of additional equipment, the amount of additional manpower that will be required to collect the waste, and the estimated time to complete the work. A cost estimate for these additional services will be prepared and submitted to the Board of Supervisors for approval. The cost estimate shall be based on the schedule of service fees attached hereto. If the Residential Waste volume does exceed that contemplated in the Contract, the Contractor will continue with collection of the amount contemplated in this Contract.

(5) The Board of Supervisors will be requested to review and approve the additional services and the cost estimate associated therewith.

(6) The County's Road Department may commit available equipment and manpower to assist with the cleanup if the waste volume exceeds that contemplated in the contract.

(7) Collection of waste will be diligently pursued until cleanup is complete. The Contract Administrator may authorize waste collection outside of normal working hours and on weekends to return the County to pre-emergency conditions in a timely manner.

(8) The containerization requirements may be waived as it relates to waste from the emergency events listed in those sections of the County affected by the said event.

(9) The final cost will be determined by the County upon completion of the clean up. An accounting of all costs associated with the effort will be submitted to the Contract Administrator. The Board of Supervisors will be requested to approve payments due to the contractor for additional services performed according to state law.

(d) *Public Relations.*

(1) Within twenty-four hours after the occurrence of an emergency event as described herein, the public will be advised through the media that an assessment of the waste volume has been initiated and that a plan and timetable for collection of waste will be formulated based on this assessment. The public shall be advised that this information will be provided through the media as soon as the field assessment is completed and the requirements relative to additional labor and equipment are determined.

(2) The Contractor shall provide proper Customer Notification as to the plan and timetable for waste removal. This notification should be made from four to seven days after the event.

**CONFIDENTIALITY**

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.

**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 Hernando, DeSoto County, Mississippi.

## APPENDIX 1

### ESTIMATES

REQUEST FOR PROPOSALS ("RFP") FOR SOLID WASTE COLLECTION,  
RECYCLING AND RUBBISH SITE OPERATION SERVICES  
PROPOSAL FILE NO. 17-340-001  
APRIL 17, 2017

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.

#### ESTIMATED RESIDENTIAL UNITS

##### Paying and Non-Paying Units

Municipal Residential Units	0
Residential Units	13,191
Subsidized Residential Units	95
Subtotal (Estimated Paying Units)	13,286
Churches	86
Volunteer Fire Departments	9
Subtotal (Estimated Non-Paying Units)	95
Total (Estimated Paying and Non-Paying)	13,381

##### Residential Units with Multiple Carts

Units with two (2) Carts	2,455
Units with three (3) Carts	58



### COUNTY FACILITIES

A complete list of all County Facilities is attached:



RUBBISH SITE ESTIMATES

[SEE ATTACHED EXCEL SPREADSHEETS]

## HOUSEHOLD WASTE ESTIMATES

APPENDIX 2

SERVICES COMPLAINT FORM

REQUEST FOR PROPOSALS ("RFP") FOR SOLID WASTE COLLECTION,  
RECYCLING AND RUBBISH SITE OPERATION SERVICES  
PROPOSAL FILE NO. 17-340-001  
APRIL 17, 2017

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## APPENDIX 3

### RUBBISH SITE PERMITS AND PERMITTED FINAL CONTOURS

#### REQUEST FOR PROPOSALS (“RFP”) FOR SOLID WASTE COLLECTION, RECYCLING AND RUBBISH SITE OPERATION SERVICES PROPOSAL FILE NO. 17-340-001 APRIL 17, 2017

1. Solid Waste Management General Certificate No. SWGP-R1-006 issued July 13, 2007 and expiring December 31, 2016 (extended by MDEQ letter dated January 25, 2017 – copy attached).
2. Storm Water General NPDES Certificate No. MSR500120. Date of coverage September 10, 2007.
3. Final Contour Drawing by Allen Engineering and Science.

PERMIT

## MDEQ LETTER



## NPDES PERMIT

## CONTOUR DRAWING







REQUEST FOR PROPOSALS ("RFP") FOR SOLID WASTE COLLECTION,  
RECYCLING AND RUBBISH SITE OPERATION SERVICES  
PROPOSAL FILE NO. 17-340-001  
APRIL 17, 2017

SCHEDULE 1 - PROPOSAL FORM

Date: May 12, 2017

Proposal of:

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for the following Solid Waste Collection, Recycling and Rubbish Site Operation Services:

1. Supplying labor and equipment for collection and transportation of Residential Waste from Residential Units designated by the County to the Disposal Site as defined in the Specifications and Contract Documents.
2. Supplying labor and equipment for collection and disposal of Commercial Waste from County Facilities to the Disposal Site as defined in the Specifications and Contract Documents.
3. Supplying labor and equipment for the curbside collection of Recyclables and transportation of same to a processing facility as defined in the Specifications and Contract Documents.
4. Supplying labor and equipment for Operation of the County Rubbish Site as defined in the Specifications and Contract Documents.

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(s) as defined herein.

I (We) further certify that I (we) have visited the County and contract areas and have completely informed myself (ourselves) of the type of housing, population, density, traffic congestion, collection procedures required, 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 Collection, Recyclable Material Collection and Rubbish Site Operation 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:

# **1. RESIDENTIAL COLLECTION SERVICES**

**A.** Base Proposal Residential Waste Collection – ONCE PER WEEK (Subsidized Residential Units Billed by the Contractor directly to the County), Residential Collection Fee:

Number of Participating Residential Units	Total Price Per Unit/Month for each Participating Residential Unit Billed to each Participating Residential Unit by Contractor to be Paid for by Each Participating Residential Unit
15,000 or less	
Over 15,000	
Over 16,000	

(b) **Option - *COLLECTION OF RECYCLABLE MATERIALS.*** Residential Collection Fee: Total Price Per Unit/Month for each Participating Residential Unit, Billed to each Participating Residential Unit by Contractor:

Number of Participating Residential Units	Once (1) Per Week with 64-gal. Cart	Once (1) Per Week with 96-gal. Cart	Every Other Week with 96-gal. Cart
2,500 or less			
5,000 or less			
7,500 or less			
10,000 or less			
Over 10,000			

Proposed Designated Facility for processing/disposal of Recyclable Materials:

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**B. COUNTY FACILITY WASTE COLLECTION AND DISPOSAL SERVICES:**

(a) Small Dumpster Service, Monthly Service Fee all prices include all costs including disposal at the Disposal Site:

Dumpster Size (cubic yards)	Frequency of collection (weekly)							Extra or On-call Pickups
	1x	2x	3x	4x	5x	6x	7x	
2								
4								
6								
8								

(b) Large Dumpster Service, Monthly Service Fee all prices include all costs excluding disposal at the Disposal Site (disposal costs to be paid by County):

Dumpster Size (Cubic yards)	Price / Load Hauled
10 – 20	
21 – 30	
31 – 42	



(c) Large Dumpster Service, Monthly Service Fee all prices include all costs excluding disposal at the County Rubbish Site (disposal costs to be paid by County):

Dumpster Size (Cubic yards)	Price / Load Hauled
10 - 20	
21 - 30	
31 - 42	

(d) Cart Service with Commercial Waste Collection at County Facilities, Monthly Service Fee all prices include all costs including disposal at the Disposal Site:

Number of Carts	Frequency of collection (weekly)						Extra Pickups
	1x	2x	3x	4x	5x	6x	
1							
2							
3							
4							

**C. Emergency Operations:** Contractor shall include the following compensation for cleanup operations required due to unexpected occurrences such as tornadoes, ice storms, etc., as declared by the DeSoto County Board of Supervisors.

One rear loading compaction vehicle  
with three-man crew \$\_\_\_\_\_ per hour

One knuckle boom or rubber tire loader  
with operator \$\_\_\_\_\_ per hour

One shuttle trailer or roll-off truck  
with 20-yard container \$\_\_\_\_\_ per hour

One two-man crew with hand tools  
(power saws, leverage tools, etc.) \$\_\_\_\_\_ per hour

## **2. Rubbish Site Operation Services**

A. The Contractor shall collect the revenues as directed by the County based on the manufacturers rated capacity of incoming vehicles. The County shall pay all local, state and federal taxes and surcharges. Each month the County and Contractor shall "true up" the difference, if any, between the gate revenues collected by the Contractor versus the Service Fee due the Contractor.

Disposal Service Fee for waste delivered by or on behalf of the County, Municipality or County resident (i.e. in excess of one (1) pick-up or utility trailer load of Rubbish one (1) time per calendar week which is delivered at no charge):

\$\_\_\_\_\_ per cubic yard

Disposal Service Fee for all other Class 1 Rubbish:

\$\_\_\_\_\_ per cubic yard

B. Optional Proposal for Contractor to close the current permitted area of the Rubbish Site in accordance with all requirements with the County supplying all engineering and soil required for closure.

Closure Service Fee for Rubbish Site: \$\_\_\_\_\_ for closure of permitted area of the County Rubbish Site.

[All blanks on the Proposal Form shall be filled in. If a particular size or level of service is not available by the Proposer, indicate with "N/A" in the appropriate blank. Responses must be typewritten or printed in ink. The person signing the Proposal shall initial all corrections or erasures.]

### Exceptions.

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

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:

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By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with all Applicable Law:

Proposer

---

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

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

Address: \_\_\_\_\_

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## 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 COLLECTION,  
RECYCLING AND RUBBISH SITE OPERATION SERVICES  
PROPOSAL FILE NO. 17-340-001  
APRIL 17, 2017

**SCHEDULE 2 – PRICE ADJUSTMENT FORMULA**

CPI refers to Consumer Price Index for All Urban Consumers for All Items – Table 10 South urban average for populations between 50,000 to 1,500,000 (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:

$$UCA = UCC \times AF$$

$$AF = 1 + (0.90 \times CPI\ C) \text{ but must be between } 1.025 \text{ and } -1.025.$$

Where:

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

"UCA" is adjusted unit Service Fee for upcoming year

"UCC" is current unit Service Fee

"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 2017 is 179.4 and for May 2016 is 174.6. Assuming the current unit rate is \$10.00, then:

$$CPI\ C = (179.4 - 174.6) / 174.6$$

$$CPI\ C = (4.8) / 174.6$$

$$CPI\ C = 0.02749$$

$$AF = 1 + (0.90 \times 0.02749)$$

$$AF = 1 + 0.0247$$

$$AF = 1.0247 \text{ (result is limited to } 1.025 \text{ and } -1.025)$$

$$UCA = \$10.00 \times 1.0247$$

$$UCA = \$10.25$$

REQUEST FOR PROPOSALS (“RFP”) FOR SOLID WASTE COLLECTION,  
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SCHEDULE 3

VEHICLE AND EQUIPMENT SCHEDULE \*

Trucks:

	<b>CHASSIS</b>			<b>BODY</b>		
Type	Number	Make	Model	Make	Model	Body Size
Residential						
Commercial						
Roll-off						
Recycle						

Containers and Equipment

Type	Number	Make	Model	Size
Roll Carts (waste)				
Dumpsters				
Roll-off Open top				
Recycle Containers				
Rubbish Site Dozer				
Rubbish Site Loader				
Rubbish Site Grinder				

\* Please complete this Schedule for each proposed option. Attach additional schedule pages if necessary.

REQUEST FOR PROPOSALS ("RFP") FOR SOLID WASTE COLLECTION,  
RECYCLING AND RUBBISH SITE OPERATION SERVICES  
PROPOSAL FILE NO. 17-340-001  
APRIL 17, 2017

SCHEDULE 4

SCHEDULE OF OPERATIONS \*

Residential Routes:

No. of Routes Per Day: \_\_\_\_\_ No. of Days Per Week: \_\_\_\_\_

Route Days: \_\_\_\_\_

No. of Drivers and Crew Per Route: \_\_\_\_\_

Recycling Routes:

No. of Routes Per Day: \_\_\_\_\_ No. of Days Per Week: \_\_\_\_\_

Route Days: \_\_\_\_\_

No. of Drivers and Crew Per Route: \_\_\_\_\_

Commercial Routes:

Type (i.e. FEL, REL or SDL): \_\_\_\_\_

No. of Routes Per Day: \_\_\_\_\_ No. of Days Per Week: \_\_\_\_\_

Route Days: \_\_\_\_\_

No. of Drivers and Crew Per Route: \_\_\_\_\_

Rubbish Site Operation Services:

No. of Equipment Operators: \_\_\_\_\_

No. of Laborers: \_\_\_\_\_

No. of Scale house personnel: \_\_\_\_\_

\* Please complete this Schedule for each proposed option. Attach additional schedule pages if necessary.



REQUEST FOR PROPOSALS ("RFP") FOR SOLID WASTE COLLECTION,  
RECYCLING AND RUBBISH SITE OPERATION SERVICES  
PROPOSAL FILE NO. 17-340-001  
APRIL 17, 2017

SCHEDULE 5

**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 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. How many years has this company been in the solid waste collection or disposal business?

\_\_\_\_\_

How many years has this parent corporation been in the solid waste collection or business?

\_\_\_\_\_

Name other states in which company is qualified to do business: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attach the most recent financial statement or an annual report completed and signed by a Certified Public Accountant.

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 Exp.	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 \_\_\_\_\_, 2017.

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 \_\_\_\_\_, 2017, 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 COLLECTION,  
RECYCLING AND RUBBISH SITE OPERATION SERVICES  
PROPOSAL FILE NO. 17-340-001  
APRIL 17, 2017

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 for some or all of the waste services covered by the RFP, 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  
"SOLID WASTE COLLECTION, RECYCLING AND RUBBISH SITE OPERATION 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 to 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 of proposal File Number 17-340-001 including the Advertisement, Instructions to Proposers, General Provisions and Specifications, the Contractor's proposal dated May 12, 2017, attached hereto, as finally negotiated and amended, the maps and specifications for solid waste and recyclables collection services, including any and all general and special provisions, changes and addenda covering the work to be done, and the performance bond, Vehicle and Equipment Schedule and Schedule of Operations 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 COLLECTION, RECYCLING AND RUBBISH SITE OPERATION SERVICES PROPOSAL FILE NO. 17-340-001 dated APRIL 17, 2017.

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 regularly scheduled collection of Residential Waste from Residential Units in the County and the collection and disposal of Commercial Waste from County Facilities within the County and such service shall include the removal, transportation, and delivery of the same to the Disposal Site. The County shall pay for the disposal of all Residential Waste and Large Dumpsters collected by the Contractor and delivered to the Disposal Site designated by the County; and, the Contractor shall pay for the disposal cost of all Commercial Waste from Small Dumpsters collected from County Facilities and delivered to the Disposal Site designated by the County.

**[Awarded Contract Information shall be added here – Sample Information Follows]**

### III. Rubbish Site Operation Services

A. The Contractor shall collect the revenues as directed by the County based on the manufacturers rated capacity of incoming vehicles. The County shall pay all local, state and federal taxes and surcharges. Each month the County and Contractor shall "true up" the difference, if any, between the gate revenues collected by the Contractor versus the Service Fee due the Contractor.

Disposal Service Fee for all Rubbish from Residential Units:     \$\_\_\_\_\_ per cubic yard

Disposal Service Fee for all other Class 1 Rubbish:                     \$\_\_\_\_\_ per cubic yard

B. Optional Proposal for Contractor to close the current permitted area of the Rubbish Site in accordance with all requirements with the County supplying all engineering and soil required for closure.

Closure Service Fee for Rubbish Site: \$\_\_\_\_\_ for closure of permitted area of the County Rubbish Site.

### ADDITIONAL SERVICES

- CONTRACTOR will provide 1 – 6 yard front-end container for temporary clean up, for up to 10 cemeteries annually, at no additional charge to the County or the cemeteries. For more than 10 clean ups per year, CONTRACTOR will provide 1 – 6 yard front-end container for any additional cemeteries at a charge of \$35.00 per occurrence.
- CONTRACTOR will provide Cart service for the Churches within DeSoto County within DeSoto County at the rates referenced in the Contract Documents.

All such authorized charges listed herein are subject to all other provisions of 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 (including all Dumpsters and Carts) 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 Contract Administrator or his authorized representative, and in accordance with the



faithfully perform the same in accordance with the Contract Documents to the satisfaction of the Contract 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 (except as otherwise described in the Emergency Operations Procedures section of the General Provisions and Specifications), 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 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 Residential Waste Collection shall be for six (6) years beginning on October 1, 2017 and shall end on September 30, 2023. Except as otherwise provided for in the Contract Documents, the term of the Contract for Recyclable Material Collection if a contract is awarded shall be for six (6) years beginning on October 1, 2017 and ending on September 30, 2023. The initial term of the Contract for the Rubbish Site Operation if a contract is awarded shall begin on October 1, 2017 and be for six (6) years or the life of the Rubbish Site whichever is less.; provided, however, the County shall have the option to extend the Contract for the Rubbish Site Operation for up to four (4) renewal terms of one (1) year each.

The Commencement Date for each County Facility will begin the later of the expiration of any current contract or October 1, 2017. The expiration of the Contract Term for all County Facilities shall end on September 30, 2023.

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 Site.

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] 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 section entitled "Indemnification", shall

survive the termination of this Contract, howsoever brought about. 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 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 hereof, 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 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 this Contract, but each and every term of this Contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Contract are cumulative and not exclusive of the remedies provided by law or in equity.

12. Nothing contained in 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 therefrom.

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.

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 \_\_\_\_\_, 2017.

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 DeSoto County.

### **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.