

REQUEST FOR PROPOSALS ("RFP")  
WEST RANKIN UTILITY AUTHORITY  
CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES

**GENERAL PROVISIONS**

**I. 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:

**"Act"** means MISS. CODE ANN. § 31-7-13(r), which states in pertinent 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 Ten Thousand Dollars (\$10,000.00). 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 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."

**"Authority"** shall mean the West Rankin Utility Authority.

**"Director"** shall mean the Executive Director of the West Rankin Utility Authority.

**"EPA"** shall mean the U.S. Environmental Protection Agency

**"Bag"** means plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top, with the total weight (including contents) not to exceed 60 pounds.

**"Bulky Waste"** means refrigerators and air conditioning units that are de-energized of chlorofluorocarbons (CFCs); water tanks, stoves, washing machines, clothes dryers and other white goods, furniture and other waste materials other than Construction Debris, Dead Animals, Hazardous Waste, Industrial Waste or Yard Waste with weights or volumes greater than those allowed for containers.

**"Bundle"** means tree, shrub and brush trimmings or newspapers and magazines not exceeding four (4) feet in length or 60 pounds in weight.

**"Cart"** shall mean a container with capacity of approximately 90 gallons equipped with appurtenances suitable for automatic or semi-automatic pick-up using the Contractors vehicles equipped for this purpose. Carts shall be furnished by the Contractor.

**"Cities"** shall mean the cities of Brandon, Flowood, Pearl, and Richland, Mississippi.

**"Container"** means a receptacle with a capacity not in excess of sixty-four (64) 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. Containers are not provided by the Contractor.

**"Construction Debris"** means waste building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit.

**"Contract"** means and includes the Advertisement for Request for Proposals, Instructions to Proposers, the General Provisions, the executed Agreement form with all required attachments, the Proposal Form and information submitted therewith, any addenda or changes to the foregoing documents agreed to in writing by the Authority and the Contractor, the Notice of Award issued by the Authority to the Contractor, the Proposal Security, the performance bond, and the insurance certificate.

**"Contractor"** means the person or entity performing the Services under the Contract with the Authority.

**"CPI"** means the Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services (Series ID: CUUR000SEHG), as published by the Bureau of Labor Statistics, U.S. Department of Labor.

**"Dead Animals"** means animals or portions thereof equal to or greater than 10 pounds in weight that have expired from any cause, except those slaughtered or killed for human consumption.

**"Director"** shall mean the Executive Director of the West Rankin Utility Authority or his designee.

**"FEL" (Front End Loader)** – Steel containers of various capacity measured in cubic yards fitted for emptying with contractor's trucks and equipment.

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

**"Hazardous Wastes"** means any waste or combination of waste of a solid, liquid, contained gaseous, or semisolid form which because of its quantity, concentration or physical, chemical or infectious characteristics as defined by the federal Solid Waste Disposal Act, § 6903(5) as amended and Miss. Code Ann. § 17-17-3(m), that 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, as expressed in Section 45-14-1 et seq.

**"Industrial Waste"** means solid waste generated by manufacturing or industrial processes that is not a hazardous waste regulated under Subtitle C of the Resource Reclamation and Recovery Act. 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. This term does not include mining waste or oil and gas waste or Rubbish.

**"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 agent; 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.

**"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.

**"Municipal Solid Waste (MSW)"** shall be defined pursuant to Miss. Code Ann. § 17-17-205(d) and shall include any and all Solid Waste generated by the Municipal Units, and specifically excludes

Unacceptable Waste as defined herein.

**"Municipal Unit"** shall mean the Municipal Facilities identified in the Proposal Forms.

**"Non-putrescible"** means not being putrid, rotten or odorous, such as limbs, leaves, pine straw, etc.

**"Person"** shall mean every natural person, firm, partnership, association or corporation.

**"Putrescible Wastes"** means solid wastes, which are capable of being decomposed by micro-organisms with sufficient rapidity to cause nuisances from odors or gases.

**"Refuse"** is a comprehensive term meaning something rejected or discarded as worthless or useless, but not limited to, garbage, rubbish, trash, industrial and hazardous waste.

**"Residential Unit"** means either (a) a conventional single family detached dwelling or mobile home, or (b) a multi-family residential complex (townhouses, condominiums, or apartments) with six (6) or fewer units. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.

**"Residential Waste"** means MSW other than Yard Waste generated at a Residential Unit.

**"Roll-off (RO)"** means a metal container of various capacities suitable to be picked up and dropped off using the Contractor's trucks and equipment.

**"Rubbish"** means non-putrescible solid wastes (excluding ashes) consisting of both combustible and noncombustible wastes. Combustible rubbish includes paper, rags, cartons, wood, furniture, rubber, plastics, and Yard Waste and similar material. Noncombustible rubbish includes glass, crockery, metal cans, metal furniture and like material which will not burn at ordinary incinerator temperatures (not less than 1600 degrees F.).

**"Solid Waste"** shall be defined by the Solid Waste Disposal Act, Section 1004(19), Miss. Code Ann. § 17-17-3(y) and shall include all MSW, Garbage, Rubbish, and Yard Waste, excluding Hazardous Waste.

**"Solid Waste Management Facility (SWMF)"** shall mean a solid waste management facility, including but not limited to sanitary landfills, transfer stations, incinerators, rubbish sites, composting facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits and approvals to receive Solid Waste for processing or final disposal.

**"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 Sanitary Landfill"** means a solid waste landfill or MSW landfill that meets all federal and state environmental requirements and regulations including but not limited to the Solid Waste Disposal Act, Subchapter IV (Subtitle D) regulations promulgated by the United States Environmental Protection Agency and Title 11, Part 4, of the MDEQ Nonhazardous Solid waste Management Regulations.

**"Unacceptable Waste"** means such Hazardous, Infectious, Liquid, Medical Waste or other Solid or Liquid Waste specifically prohibited for disposal at a State Approved Sanitary Landfill by MDEQ or any other regulatory agency having jurisdiction over such landfill, in accordance with applicable law.

**"Yard Waste"** means all yard waste resulting from yard maintenance and consisting of yard waste, wood products, tree trimmings, dead plants, dead trees or branches thereof, or other similar materials.

## **II. SERVICES**

### **COLLECTION.**

The Contractor shall remove Solid Waste from all Residential Units and Municipal Units located within the corporate limits of the Cities in full accordance with the Contract Documents.

- i. *Scope of Collection Services for Residential Units.* The Contractor shall provide twice-weekly curbside collection of MSW and Bundled Yard Waste at all Residential Units located within the corporate limits of the Cities. Curbside collection shall be provided on a regularly recurring schedule with collection days separated by two (2) non-collection days each week. All MSW must be placed within five (5) feet of the curb in front of the Residential Unit. All persons will separate MSW from yard waste and shall bag all grass and leaves and place no further than 10 feet from the pavement. The Contractor may not collect any Solid Waste on Sunday unless otherwise approved by the Executive Director. The contractor is not responsible to pick-up yard waste generated by a Landscape Contractor. The house count of Residential Units at the commencement of this Contract are as follows:

City of Brandon:	7,786 Residential Units
City of Flowood:	2,176 Residential Units
City of Pearl:	8,675 Residential Units
City of Richland:	2,163 Residential Units

No Bulky waste collection or disposal shall be included in this Contract.

ii. *Scope of Services for Municipal Units.* The Contractor shall provide collection of Solid Waste from the Municipal Units for each of the Cities. The locations and specific services for Municipal Units at the commencement of this Contract shall be as described in Exhibit "A" of the Contract documents.

#### DISPOSAL.

The Contractor shall dispose of all collected Solid Waste at a SWMF of its choice. The Contractor shall declare the SWMF to be utilized under this Contract with their proposal and shall provide a copy of the permit or license issued for the SWMF. The Contractor may not change the SWMF utilized under this Contract without prior written approval by the Authority.

#### HOLIDAYS.

The Contractor shall honor the following holidays:

- New Year's Day
- Independence Day (Fourth of July)
- Memorial Day
- Thanksgiving Day
- Christmas Day

The Contractor will not be responsible for collection or disposal of Solid Waste during the day that each holiday is observed, and will not be required to "makeup" for collections from Residential Units missed due to observing holidays. The Contractor shall assure that each Residential Unit shall receive curbside collection service at least once per week during the week of any holiday observance. When the contractor observes a holiday that falls on a regular pickup day for Municipal Units, the Contractor shall provide the missed service during the next business day.

#### MISSED COLLECTIONS.

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

#### ESTIMATES.

Any estimated quantities or other documents provided by the Authority, the Executive Director or listed herein are solely for the purposes of comparison and evaluation of proposals. Before submitting any proposal, the Proposer shall (a) inspect the area of the proposed work within the corporate limits of the Cities for Services, and (b) arrive at a clear understanding of the conditions under which the Services are to be provided.

## GENERAL REQUIREMENTS AND CONDITIONS.

(1) The Contractor shall maintain an office at a location within the metro-Jackson area. The Contractor's telephone number shall be publicized by the Contractor. An attendant shall answer telephone calls between the hours of 7:00AM and 5:00 PM 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 Authority of such person or persons in advance and when any changes occur. The Contractor's Agent shall once each working day by 4:00 P.M. obtain a copy of the complaints received each day by the Cities. The complaints shall be resolved within twenty-four (24) hours thereafter. The Contractor shall submit the following information to the Executive Director 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) All persons employed by the Contractor shall be competent, skilled and qualified in the performance of the work to which they are assigned. All personnel shall maintain a courteous and respectful attitude toward the public at all times.

(4) At no time shall the Contractor's employees solicit, request or receive gratuities of any kind. The Contractor shall direct its employees to avoid loud and/or profane language at all times during the performance of their duties. Any employee of the Contractor that engages in misconduct or is incompetent or negligent in the proper performance of his or her duties or is dishonest, disorderly, intoxicated or discourteous shall be removed from providing any of the Services within the Authority. The Authority may request the reassignment of any employee of the Contractor who violated the provisions of this Contract, or who is determined to be wantonly negligent or discourteous in the performance of his or her duties while working for the Contractor within the Cities.

(5) Adverse weather (not in the nature of a Force Majeure) shall not be considered reason for not providing the Services unless approved by the Executive Director.

(6) The Contractor shall not commence collection in residential areas of the Cities prior to 7:00 A.M. All collections shall be made as quietly as possible. Unnecessarily noisy trucks or equipment are prohibited. Collection of Solid Waste shall be completed by 7:00 P.M. Changes in the 7:00 A.M to 7:00 P.M. collection schedule may be approved by the Director when necessitated by the emergency provision of this Contract. The Director 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 Solid Waste. The Contractor must notify the Executive Director at least seven (7) days in advance of a requested schedule change for those items that could reasonably be anticipated by the Contractor.

(7) 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 Authority streets, sidewalks or resident's property when the spillage is caused by the Contractor. The Contractor shall exercise due care in the handling of all Containers.

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

#### PRICE ADJUSTMENTS.

(a) *Adjustment of Collection Cost.* On May 1, 2017, and on each May 1<sup>st</sup> thereafter, the Contractor or the Authority may adjust the prices set forth in the Contract based upon any increase or decrease in the CPI as provided below. The prices shall be adjusted annually by the net changes in the CPI for the preceding twelve months, not to exceed a 2.5% increase regardless of the actual CPI.

The index for the month of March of the calendar year preceding the then current calendar year shall be the base number (the "Base Index") and the corresponding index number for the month of March for the current calendar year shall be the current number (the "Current Index"), and shall be the amount of increase or decrease for the new contract year. The recalculated price shall be effective beginning May 1<sup>st</sup> of the anniversary of the next period after written notice of the recalculation is received by the Authority. A change in prices may be made only once in any twelve-month period and each adjustment will be made only on the basis of the CPI for the twelve month period preceding the adjustment. The Authority may give notice of a decrease in the same manner as the Contractor may give notice of an increase. Written Notice of Price Adjustment must be made by the Contractor to the Authority or vice versa no later than April 30<sup>th</sup> of each year that the Contract permits a CPI adjustment. If either party fails to give written notice of price adjustment by April 30<sup>th</sup>, then no adjustment to the prices will be made for the forthcoming twelve month period of the Contract and no future adjustment to prices will be made on the basis of the CPI for the twelve month period preceding the due date of the missed Notice of Adjustment. 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 the adjustment is agreed upon by both parties.

#### TITLE TO WASTE.

The Contractor shall acquire title to the MSW when it is loaded into the Contractor's truck. Title to and liability for any Hazardous Waste or Unacceptable Waste identified prior to disposal shall remain with the Residential Unit or Municipal Unit generating the Hazardous Waste or Unacceptable Waste.



## LICENSES.

It shall be the Contractor's responsibility to secure all licenses and permits that may be required by federal and state laws or local ordinances 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 has or is able to obtain all applicable permits and licenses from the State and the MDEQ as a Commercial Waste Hauler.

## CONTRACT NEGOTIATION.

The Authority reserves the right to negotiate a contract which, in the judgment of the Authority, would best serve the interests of the Authority, 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 that is 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 Authority makes the decision that it is in the best interests to provide the Services through a contract with a private company. The Authority will make a written Notice of Award as soon as practicable to the Proposer whose final negotiated contract represents the lowest and 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 Authority.

(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 Authority, will be taken into consideration in the final comparison of the proposals for the award of a contract. The Authority may also inquire of other municipalities or counties for which the Proposer has provided such Services (if applicable). The Authority may also request such other information as will tend to show the Proposer's ability to provide the required services.

(3) The successful Proposer finally awarded the contract will be considered a Contractor of the Authority.

## INSURANCE.

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 Authority shall be named as an additional insured, at no cost to the Authority. The insurance will also contain cancellation provisions requiring that a minimum of thirty (30) days prior written notice be given to the Authority before any cancellation. Standard form ACORD language stating that the insurer "will endeavor to give..." such notice is not acceptable. The ACORD certificate must require the insurer to give the Authority at least thirty (30) days prior written notice prior to any cancellation or alteration. The Contractor must deliver certificates of insurance to the Authority prior to commencing any work under the Contract. The Contractor shall provide to the Authority annually updated certificates of insurance evidencing the coverages required by this Contract. All policies of insurance must be issued by companies satisfactory to the Authority and must be fully licensed to provide insurance in the State of Mississippi.

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

(a) Comprehensive Public 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 \$3,000,000 for all damages arising during the policy year.

(b) Automobile public liability insurance in the amount of not less than \$3,000,000 for one accident; and automobile property damage insurance in the amount of not less than \$1,500,000 for one accident 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) Worker's compensation insurance for all employees in accordance with the laws of the State of Mississippi.

(e) Excess umbrella liability insurance in the amount of \$5,000,000 per occurrence.

#### SCHEDULE OF OPERATIONS, EQUIPMENT AND PERSONNEL.

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, containers and equipment. All vehicles, equipment, containers and facilities used by the Contractor shall be kept and maintained in sanitary condition and in good repair. Vehicles, equipment, containers and facilities shall be subject to inspection for safety, sanitation, repair, alternative fuels and appearance, and subject to approval or rejection by the Authority at any time. Inspection of such vehicles, equipment, containers and facilities by the Authority creates no rights to third parties or any obligation

on the Authority for the condition, safety or use of the Contractor's vehicles, equipment, containers or facilities or subsequent damage or injury resulting therefrom. Employees driving the Contractor's vehicles shall have a valid operator's license issued by the State of Mississippi and shall meet all federal requirements concerning commercial licensing. The Contractor shall not use the Authority name, the names of the Cities, or other words implying governmental ownership on stationery equipment, vehicles or equipment.

All vehicles and equipment used in collection and transportation of Solid Waste within the Authority shall be of sufficient size, capacity and number to adequately and efficiently collect the Solid Waste in accordance with the terms of this Contract. In all cases, each Solid Waste collection truck shall be equipped with a closed body that incorporates a device for compacting collected Garbage, shall be limited to 60,000 pounds of gross weight and shall have tandem axles.

The Executive Director shall have authority at any time to request the Contractor increase the number of vehicles and/or pieces of equipment if, in his judgment, such an increase is necessary for fulfillment of the Contract. Upon receipt of the written request, the Contractor and the Authority shall determine if the Contract may be fulfilled by other means or if additional equipment is necessary. The Contractor shall then have the opportunity to correct the problem in the manner it deems most suitable. After thirty (30) days from the date of the request, if the Executive Director determines the problems continue, he or she can require in writing the Contractor increase the number of vehicles and/or pieces of equipment used in providing the Services. If the Contractor fails to comply with such requirement within ten (10) days of receipt of such requirement from the Executive Director, such failure shall constitute a breach of the Contract and the Contractor shall forfeit, in the form of liquidated damages, the amount of \$1,000.00 per vehicle or piece of equipment per day that the Contractor fails to comply. The Authority may deduct these liquidated damages from monthly payments due the Contractor from the Authority for the Services.

## 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 Authority 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 Authority and shall be renewed annually (with appropriate adjustment). A copy of the performance bond shall be provided to the Authority prior to the renewal date.

A certified check made payable to the Authority, in a sum of \$25,000 shall be required to be submitted with the proposal.

The bonds required must be accompanied by a certificate of the surety certifying that the person 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.

#### BASIS AND METHOD OF PAYMENT.

(1) In consideration for Contractor's performance of the Contract Work as herein contemplated, the Authority agrees to pay Contractor, in current United States Funds, the monthly sums set forth in the Contract. The Contractor shall submit invoices to the Authority for approval no later than the 15<sup>th</sup> day of each month for work scheduled for completion during that month based on the Residential Unit and Municipal Unit counts and rates in effect at the time of invoices. The Executive Director will review the invoices and resolve any errors or other issues with the Contractor before the end of the month. The Authority will pay the Contractor the net amount due for each approved invoice within 45 days after approval of the invoice by the board of directors of the Authority.

(2) The initial Residential Unit and Municipal Unit count upon which the monthly payment is based is as set forth in the Contract Documents. The Contractor may, at its option, perform a new Residential Unit and Municipal Unit count to be effective as of successive annual anniversary dates of this Contract. If the Contractor elects to obtain a new count, the Contractor shall give the Authority thirty (30) days written notice prior to the proposed effective date of the amended count. The Authority and the Contractor shall jointly conduct the new count of the number of Residential Units and Municipal Units served under this Contract. The number of Residential Units and Municipal Units mutually agreed upon shall become the revised count for the monthly period following the effective date of the new count or, if later, until a revised count is obtained pursuant to this provision.

(3) The Contractor shall submit four (4) separate invoices for payment each month corresponding with each of the Cities served under this Contract. All invoices shall be submitted to the Authority.

#### TERM.

The term of this Contract shall begin on May 1, 2016 and shall end on April 30, 2020, provided, however, that the Authority, at its option, may extend the term for up to two (2) additional one (1) year terms. To exercise this option, the Authority must give notice to the Contractor not less than thirty (30) days prior to the end of the then current term of its intention to extend the term of the Contract. In no event will the term of the Contract be greater than six (6) years.

#### 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 ten (10) days or as mutually agreed to by both parties in writing, after written notice from the Authority 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 Authority may immediately or at any time thereafter, terminate the contract without further notice or demand, and enter into a contract with another entity to provide the service rendered by Contractor.

#### EARLY TERMINATION.

The Authority may terminate this Agreement before the expiration of the initial term or any renewal term (an "Early Termination") for any of the following reasons, and in the following manner:

(a) For cause, if the Contractor has committed a material Breach of any provision of this Agreement and such breach has not been waived by delivery of notice of termination to the other party, effective immediately. As used herein, "Breach" means any breach of, or any inaccuracy in, any representation or warranty or any breach of, or failure to perform or comply with, any covenant or obligation in or of this Agreement, or any event which with the passing of time or the giving of notice, or both, would constitute such a breach, inaccuracy or failure.

(b) Without cause and under the Authority's sole discretion by delivery of notice of termination to the Contractor, effective sixty days after delivery of such written notice of termination.

#### 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 or sabotage or national defense requirements.

#### HOLD HARMLESS AGREEMENT.

The Contractor hereby indemnifies and agrees to hold the Authority, its Executive Director, its employees, the elected officials of the Cities, and the employees of the Cities, harmless from and against all claims, damages, losses and expenses, including attorneys' fees, to the extent such claims arise out of or result from the Contractor's 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 Authority or any of its employees, its Executive Director, the elected officials of the Cities, or the employees of the Cities, by 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 Authority 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 laws, 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 Authority 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, containers and facilities used by the Contractor shall be kept and maintained in safe and sanitary condition and good repair. 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 wholly compensate the Authority or the Cities for any damage, injury or loss to private property and to the property of 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:

(a) Comply with provisions of Occupational Safety and Health Act (OSHA) and Americans with Disabilities Act (ADA).

(b) 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 laws, ordinances, rules and regulations bearing on the Contract.

#### ORAL AGREEMENTS.

Oral agreements or conversations with any officer, Executive Director, or employee of the Authority or employee of the Cities 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.

During 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 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 Authority 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.

It is anticipated that the number of Residential Units and the level of services for the Municipal Units may change from time to time during the term of the Contract. The Cities may annex contiguous areas or agree to provide collection and disposal services for such areas during the term of the Contract. All changes in services from the initial scope of services at the commencement of the Contract shall be made in writing by the Authority and recorded as revisions to the Solid Waste Service Detail for each City as shown in Exhibit "A" to the Contract Documents. The Unit Prices in effect at the time of each change shall apply to all changes to the work.

#### REPORTS

Contractor shall maintain records as directed by the Authority and shall report the following data to the Authority in an annual report:

1. Number of Residential Units served for each City.
2. Total weight of waste taken to the SMWF for each City.
3. Number of hauls to SWMF for each City.
4. Total weight of waste taken to the SWMF from each RO from each City.

The required data shall be reported for each City for the twelve month period beginning on May 1<sup>st</sup> through April 30<sup>th</sup>. The report shall be submitted to the Authority no later than 30 days after the reporting period each year.

The Cities have adopted and agreed to be subject to the Rankin County Local Nonhazardous Solid Waste Management Plan (the "Plan"). The reporting requirements for the Cities may change during the term of the Contract as the Plan is fully implemented. The Contractor shall provide the information to the Cities necessary to comply with the reporting requirements of the Plan.

#### 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 Solid Waste or storm debris from which the Authority is obligated to arrange for the collection and disposal.

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

Events which would result in an unusually high Solid Waste volume include floods, tornadoes, winter/ice storms, and very strong straight-line winds. Collection in a timely manner of large volumes of Solid Waste resulting from such events is beyond the scope of work set forth in the Contract Documents.

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 events will be initiated immediately after said event occurs. The assessment will be performed by employees of the Cities and route supervisors employed by the Contractor. The assessment will be completed as expeditiously as possible, but may require a week 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 Executive Director and the local manager employed by the Contractor shall make this determination.

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

(4) If the waste volume exceeds that contemplated in the Contract, the Executive Director 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 Authority for approval. The cost estimate shall be based on the schedule of service fees attached hereto. Said service fees shall be adjusted annually pursuant to the Contract Price Adjustment Clause.

(5) The Cities will be requested to review and approve the additional services and the cost estimate associated therewith. If necessary, a Special Meeting of the Board of Directors of the Authority for this purpose may be requested by the Cities to expedite the cleanup.

(6) The Cities 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 Executive Director may authorize waste collection outside of normal working hours and on weekends to return to pre-emergency conditions in a timely manner.

(8) The containerization requirements set forth will be waived as it relates to waste from the events listed in those sections of the Cities affected by the said event.

(9) Upon completion of the cleanup effort, the final cost will be determined by the Executive Director. An accounting of all costs associated with the effort will be submitted to the Authority.

(d) *Public Relations.*

(1) Within twenty-four hours after the occurrence of an 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 public will be notified through the media by the Contractor and the Authority as to the plan and timetable for waste removal. This notification shall be made no later than seven days after the event.

(3) The public will be advised in any press release that the Authority requires tree surgeons and contracted tree trimming operations to dispose of the waste by transporting it to a state approved sanitary rubbish facility.

(4) Solid waste generated by private utility companies shall not be part of this Contract.

#### 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 Code Ann. § 25-61-9, if so indicated by the Proposer to the Authority. The Authority will use all reasonable means to protect the propriety of any information submitted, subject to the provisions of the Mississippi Public Records Law.

#### APPLICABLE LAW AND JURISDICTION.

Any contract executed following negotiations will be interpreted and enforced only under the laws of the State of Mississippi with venue in Rankin County courts.

### III. PRICING

The Proposer shall specify on the Proposal Form the price for providing MSW collection and disposal services for the Residential Units and Municipal Units. The unit prices shall be the same for all Cities and shall be adjusted equally among the Cities as provided in the Contract Documents for the term of the Contract. The prices set forth on the Proposal Form shall be guaranteed to be all-inclusive including all costs for collection and transportation of MSW and all Disposal Facility costs including tipping fees. Prices 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, franchise fees, container costs, and disposal costs. The prices shall be subject to adjustment only in accordance with the provisions of the laws of the State of Mississippi and as described herein.